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For Whom/ID Proof:

PNB

PUNJAB NATIONAL BANK

HUMAN RESOURCE DEVELOPMENT DIVISION

AMBERPET HYDERABAD

500013

TELANGANA

भारतीय गैर न्यायिक

भारत
INDIA NO

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ANNEXURE - 23

TRIPARTITE AGREEMENT

THIS AGREEMENT MADE at _____ this ____ day of ____ 20 ____ amongst

(I)(Shri/Smt./Km. _____ S/o,W/o,D/o _____

Shri _____ residing at _____

(hereinafter referred to as the 'borrower' which expression shall unless repugnant to the context, include his/her/their heirs, executors, administrators and permitted assigns) of the first part,

AND

*(ii) MODI REALTY MALLAPUR LLP

(hereinafter referred to as 'the Builder' which term shall include its successors and assigns) of the second part, AND *(Give detail regarding the name, constitution and address of the Builder which allotted/is selling the property to the borrower/s)

(iii) Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 4, Dwarka, Sector 10, New Delhi - 110075 and amongst others one of its Branch Offices at _____ (hereinafter called 'the Bank' which expression shall unless repugnant to the context include its successors and assigns) of the third part.

WHEREAS

1. The borrower/s desire/s to purchase a ready built flat/ house allotted to him/her/their on _____ by _____ the _____ Builder under its _____ scheme (hereinafter referred to as 'the said scheme').

2. The Bank has allowed a housing loan of Rs. _____ (Rupees _____) to the borrower/s for the purchase of said flat/house as per the terms and conditions agreed to under loan agreement dated _____ entered into between the Bank and the borrower/s read with the master agreement dated [_____] executed by and between the Borrower and the Bank (hereinafter referred to as 'the said agreement'), one of the conditions thereunder being that the borrower/s shall mortgage the said flat/house to be purchased from the Builder in favour of the Bank.

3. The title of the said flat/house shall be conveyed by the Builder unto the borrower/s after _____ years from allotment on payment of the total cost of the said

For MODI REALTY MALLAPUR LLP

Page 95 of 102

HRDD Circular No. 866 - Scheme For Housing Loan o Staff Members (Revised)

"Confidential- Strictly for internal circulation only"



Signature

PUNJAB NATIONAL BANK
HUMAN RESOURCE DEVELOPMENT DIVISION, HEAD OFFICE

flat/house as per the demands for payment by Builder/installments agreed to between the borrower/s and Builder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. In consideration of a sum of
Rs. _____ (Rupees _____
_____) already deposited by the borrower/s with the Builder on
_____ as initial payment for the purchase of the said property
under the said scheme and a further sum of Rs. _____
Rupees _____) to be paid
by the Bank directly to the Builder on behalf of borrower/s as per the demands for
payment by the Builder/installments agreed to between the borrower/s and Builder, it
is hereby agreed to by and amongst the parties as follows:-

The Bank will make disbursement of the sanctioned loan by making payment to the
Builder directly on behalf of the borrower/s and any payment made to the authority
shall be deemed to be payments made to the borrower/s and the borrower/s shall, in
each case, be liable for the amount of loan disbursed on his/her/their behalf to the
Builder as though the same had been disbursed directly to borrower/s.

2. It is further agreed by the borrower/s that the Bank shall not be responsible or liable
to ensure or ascertain the progress of construction and mere demand for payment
would be sufficient for Bank to effect disbursement as aforesaid. Without prejudice to
the above and notwithstanding anything to the contrary contained herein the Bank may
in its sole discretion refuse to disburse the loan until:-

i) The Borrower/s has/have paid his/her/their own contribution in full to Builder i.e. the
cost of the dwelling unit (including escalation, if any) less the loan and/or ii) Progress
and need of construction justifies (being the sole judge thereof) the disbursement
requested.

3. The Builder will maintain a separate account for the borrower/s and adjust payment
of housing loan received by it from the Bank/borrower(s) against the cost of the
particular category of flat/house applied by him.

4. On completion of the flat, its possession will be handed over to the borrower/s
forthwith along with the conveyance of the title thereto on lease hold/free hold basis.
The borrower/s will mortgage the said flat/house forthwith thereafter to the Bank as
security for the said loan as per the terms and conditions of the said agreement.

5. The cost of the flat, in excess of the amount of the Housing Loan sanctioned, will
be borne and paid by the borrower/s.

6. If the borrower/s withdraw/s from the scheme or fail/s to pay the balance amount
representing the difference between the housing loan allowed by the Bank and the
actual cost of the house/flat (including escalation) or die/s or allotment of the flat/house
is otherwise cancelled, the entire amount standing to the credit of the borrower/s

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HUMAN RESOURCE DEVELOPMENT DIVISION, HEAD OFFICE

(including margin money and borrower's contribution) will be refunded by the Builder to the Bank. The Bank shall refund to the borrower/s balance, if any, after adjusting the entire outstanding dues, including interest, costs and other amount recoverable by the Bank from the borrower/s.

7. The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Builder and the borrower/s or make payments to the Builder, as requested. The Bank shall not be responsible for any delay or omission in disbursement on account of breach/default attributable to borrower/society. The borrower shall be responsible to follow-up with the Bank to make disbursement on his/her/their behalf as per arrangement he may have with the Builder.

8. The Builder will give/provide necessary consent/no objection for mortgage of the house/flat by the borrower/s in favour of the Bank.

9. If for any reason there is an increase/escalation in the cost of the house/flat, such increase shall be paid and borne by the borrower without any reference to the Bank and until such increase is paid, The Bank shall have the right to suspend further disbursement of sanctioned loan.

10. The borrower/s will not further mortgage/charge the flat/allotted as above said to any person/financial institution for raising any loan without the prior written consent of The Bank.

11. The Builder shall not entertain the request of transfer of the flat/house of the borrower/s without the prior written consent of the Bank.

12. In any event in which any refund becomes due and payable, under any agreement/arrangement executed/made between the borrower and the Builder or otherwise, the Builder agrees not to pay any amount on any account to the borrower/s by way of refund or otherwise without the written consent of the Bank. In case so required by the Bank, any such amount shall be paid by the Builder to the Bank.

That the contents of the deed have been read over and translated into _____ vernacular language [name of the language of the borrower(s)] and the borrower[s] having understood the contents thereof subscribe(s) to these presents.

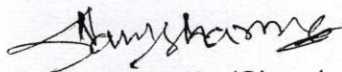
IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first above written.

Signed by Shri/Smt. _____, the borrower/s in the presence of _____

1st Witness: _____ (Name & address)

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2nd Witness: _____ (Name & address)


BORROWER/S (Signatures)

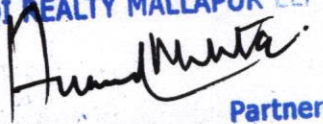
Signed by Shri/Smt. _____ for and on behalf of
the Builder in the presence of:

1st Witness _____ (Name & address)

2nd Witness _____ (Name & address)

FOR

For MODI REALTY MALLAPUR LLP

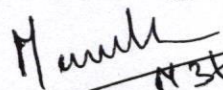

Partner

THE BUILDER (Signatures)

Signed by Shri/Smt. _____ of Branch
Office _____ for and on behalf of the Bank in
the presence of:

1st Witness _____

2nd Witness _____


FOR THE BANK (Signatures)



(C. Sridhar) - Flat No. F-1354
(Name & address)
Sri Sridhar Apartment Building
100 Feet - Hyderabad
(Name & address)
D. PAVAN Kumar
H.No: 2-6312, Parvathapuram, upm,
Hyderabad.