



తెలంగాణ తెలంగాణ TELANGANA

AX 464574

Transid: 230710150504180582
Date: 10 JUL 2023, 03:07 PM
Purchased By:
N VEERESH
S/o NAGESHWAR RAO
R/o MALLAPUR
For Whom
** SBLF **

HANUMANLA NARESH
LICENSED STAMP VENDOR
Lic. No. 15-07-039/2013
Ren.No. 15-07-017/2022
5-1-121/2, Annapurna Colony,
Meerpet Main Road, Uppal
Ph 9885307907

Tripartite Agreement

This Tripartite Agreement is made and executed on this 10th day of July 2022 by and between

Mr. Nandikanti Veeresh S/o Mr. Nageswar Rao Nandikanti aged about 37 years residing at H.No:3-4-144/1, Annapurna colony, Mallapur, Hyderabad-500076 hereinafter referred to as the Purchaser.

Hereinafter termed as "Borrower" which term shall unless repugnant to the context be deemed to include his/her executors, administrators and assigns.

For MODI REALTY MALLAPUR LLP

[Signature]
Partner

Authorised Signatory

For JADE ESTATES

[Signature]
Partner

[Signature]

Customer signature



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AND

M/s Jade Estates a registered partnership firm having its office at Plot No.8, Road No.5, Nacharam Industrial area, C/o Dilpreet Tubes, Hyderabad-500076, represented by its Managing Partner Shri Sudhir U Mehta S/o Late Uttamlal U Mehta, Occupation Business hereinafter referred to as the Vendor.

AND

M/s Modi Realty Mallapur LLP (formerly known as M/s Modi Estates) a registered LLP having its office at 5-4-187/3& 4, Sohan Mansion II floor, M.G. Road, Secundrabad -500003, represented by its partner Shri .Anand S Mehta S/o Shri Suresh U Mehta, aged about 42 years, Having Aadhaar No.

Occupation :Business. Hereinafter referred to as the Developer.

Hereinafter termed as "Builder" which term shall unless repugnant to the context include its successors, administrators and assigns.

AND

UNION BANK OF INDIA, a body corporate constituted under the Banking companies (Acquisition and transfer of Undertakings) Act, 1970 and having its Head

For MODI REALTY MALLAPUR LLP

For JADE ESTATES

(Am)

Authorised Signatory

Partner

Customer signature

Office at 239, Vidhan Bhavan Marg, Nariman point, Mumbai-400021 and having among its branch at (Mention the address of the branch) hereinafter called the "Bank" which expression shall unless repugnant to the context be deemed to include its assigns, successor.

WHEREAS the builder is developing residential sites for the constructing residential flats/apartments in the project known as **MS Jade** (the Vendor herein) a registered partnership firm having its office at Plot No.8 and Road No.5 Nacharam Industrial area, C/o Dilpreet Tubes, Hyderabad-500076. represented by its Managing Partner Shri Sudhir U Mehta S/o Late Uttamlal U Mehta, along with M/s Gulmohar Residency, a registered partnership firm having its office at Plot No.8 and Road No.5 Nacharam Industrial area C/o Dilpreet Tubes, Hyderabad-500076. represented by its Managing Partner Shri Sudhir U Mehta, S/o Late Uttamlal U Mehta, (Jointly referred to as Owners hereafter) are the absolute owner of land in Sy No.s 19, situated at Mallapur village, Uppal Mandal, Medchal-Malkajgir district (Formerly known as Ranga Reddy District) admeasuring about AC.8-00 Gts by virtue of two registered sale deeds dated 22-12-2005 bearing document No.12683/05 and 12684/05 registered at the office of the Sub-registrar, Uppal, R.R. District (herein after this land is referred to as the scheduled A land scheduled B respectively Land and is more fully described at the foot of the document).

WHEREAS the Builder is the owner and is seized and possessed of residential apartment bearing No.G-107, Floor No.1st, Name **Gulomohar Residency**, admeasuring saleable area of 1360 Sq.ft to be built as per specifications provided for in this **Schedule E**, in the project known as **Jade Estates & Modi Realty**, constructed in survey No 19 at Mallapur village, Uppal Mandal, Medchal - Malkajgiri District more fully described in the schedule hereunder.

WHEREAS the builder agreed to sell a flat No.G-107 to the borrower in the apartment complex **Jade Estates & Modi Realty** name **Gulomohar Residency** being developed and constructed in the scheduled mentioned premises under an Agreement of sale dated 24-02-2021 entered into between the 'Builder and the borrower, which contains the terms and conditions for sale of the flat in favour of the borrower. As per the terms and conditions contained therein and in furtherance thereof the borrower has already paid to the Builder a sum of **65,08,000/-** (Sixty Five lakhs Eighty Thousand Only) as and by way of earnest money. The balance of sale consideration is payable by the borrower in installments based on the stages of construction, which are detailed in the said agreements.

For MODI REALTY MALLAPUR LLP

Authorised Signatory

Partner

For JADE ESTATES

Partner

Customer signature

WHEREAS the Bank on the written application and request of the borrower has already sanctioned a loan of Rs. ^{36,50,000/-} (Rupees ~~Thirty Six Lacs Fifty Thousand~~ Only) to the borrower (vide Sanction advice No. -----dated.....)for the purchase of the said Flat from the Builder, and has agreed to disburse/release the loan in stages directly to the builder as per the Builder's requirements depending on the stage of construction, upon the condition that the borrower shall create equitable mortgage by deposit of title relating to the flat to be purchased by him from the Builder in favour of the bank.

WHEREAS the Builder and the Borrower have also requested the Bank for release/disbursement of installments directly to the Builder.

WHEREAS the Bank has agreed to release the loan amounts as aforesaid provided the Builder and the Borrower comply with the conditions put forth by the Bank and both the Builder and the Borrower have agreed for the same.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The Builder guarantees that the construction /development of the schedule mentioned premises will be completed as per the terms and conditions contained in the Agreement of Sale dated 24-02-2021executed in favour of the borrower, and the possession of the Flat allotted to the Borrower shall be delivered to the Borrower byas stated in the agreement of Sale dated24-02-2021.the Borrower also guarantees the proper conveyance will be executed in favour of the Borrower, upon receipt of the full consideration .
2. The builder and the Borrower have not created any encumbrance over the Flat allotted to the Borrower, and affirm that all sanctions and permits from the relevant authorities have been obtained for development and construction of the schedule mentioned premises.
3. The builder and the Borrower undertake that they will not create any further encumbrance on the Flat allotted to the Borrower and the proportionate undivided share in the schedule mentioned premises sold to the Borrower. The Builder shall not allot the Flat No. G-107 allotted to the Borrower to any other persons.
4. The Builder shall deliver possession of the flat to the Borrower only after obtaining "No Objection Certificate "to that effect from the Bank. The date of registration of the sale deed in favour of the Borrower shall be informed to the Bank by the builder to enable to take physical custody of the registered deed.

For MODI REALTY MALLAPUR LLP

Authorised Signatory

Partner

For JADE ESTATES

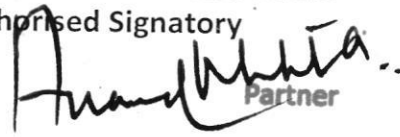
Partner

Customer signature

5. All documents like possession certificate in favour of the Borrower, copy of the occupancy certificate issued by Corporation latest maintenance bill possession, sale consideration etc., of the borrower over the flat agreed to be sold to the borrower shall be directly delivered to the Bank by the builder directly, Which shall form part and parcel of the deposit of title deeds made by the Borrower as security by way of mortgage in favour of the Bank.
6. The Bank shall have the sole discretion to make disbursement(s) and/or interim disbursement(s) to the Borrower from out of the Loans, at such time, on such conditions and in such manner as the Bank may decide.
7. The Builder shall keep the Bank updated about the status of progress of the construction as and when required by the Bank.
8. The Builder shall maintain separate account for the Borrower, wherein the amounts disbursed by the bank shall be credited and all costs towards the construction and amounts due to the Builder from the Borrower shall be debited. The Builder shall be accountable for the loan disbursements made by the Bank directly to it, and shall render accounts of the same along with such statements as may be required to the Bank as and when called for.
9. In the event of project costs being increased for any reasons whatsoever, only the Borrower is liable to pay such increased costs to the Builder. The Bank shall disburse only to the extent of the loan sanctioned. However, if any refunds have to be made by the builder to the Borrower due to reduction in costs, then the Builder shall make such refunds directly to the Bank under intimation to the Borrower, and the Bank shall accordingly credit such amount of refund to the Borrower's loan account.
10. In the event of Bank recalling the loans and amounts disbursed therein for any reasons whatsoever, the Builder shall remit back to the Bank all amounts standing to the credit of the Borrower. In the event of the Builder canceling the allotment in favour of the Borrower. In the event of the Builder canceling the allotment in favour of the Borrower. Upon the Bank recalling the advance, the builder shall refund to the Bank all amounts disbursed by the Bank till date of such recall along with interest as applicable, and only thereafter shall have the liberty to allot the Flat to any other party.
11. In the event of the Builder canceling the allotment of the Flat made in favour of the Borrower for any reason whatsoever, the Builder shall refund to the Bank all the amounts received from the from the Bank till date of such cancellation along with interest as applicable, and thereafter allot the said Flat to any other party.

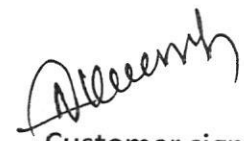
For MODI REALTY MALLAPUR LLP

Authorised Signatory


Partner

For JADE ESTATES


Partner



Customer signature

12. The Builder agrees that the Bank shall have first charge over the Flat allotted to the Borrower for amounts due to it even though the Builder may subsequently allot the same to another party after the receipt of the recall notice or cancellation notice as the case may be.
13. The Builder shall keep the Bank indemnified at all times against all losses, costs and expenses that the Bank may incur in the event of the Builder not completing the development and construction of the schedule mentioned property within the time specified or abandoning the Project altogether. The builder guarantees that in case of such event occurring, the Builder shall be liable along with the Borrower to the Bank for the loan availed by the Borrower along with interest, costs and all amounts due thereon. And the Bank is at liberty to proceed against the Builder for recovery of the loan as if the Builder were the principal Borrower. The Builder also undertakes to indemnify the Bank against all losses and costs incurred by the Bank due to the failure on part of the Builder to adhere to the covenants stated herein.
14. The Builder consents to put through equitable mortgage by way of deposit of title deeds by the Borrower of the flat more fully described in the Agreement to sale dated 24-02-2021 agreed to be sold to the Borrower.
15. It is further agreed that, the word "loan" mentioned above includes interest, penal interest and all other sums, payable by the Borrower to the Bank as per the terms and conditions of Sanction advice and Loan Agreement entered between the Bank and the Borrower.

Notwithstanding anything contained hereinabove

In the event of completion of the construction and delivery of possession of the flat agreed to be purchased by the Borrower as per the terms and conditions contained in the agreement of sale dated 24-02-2021, the Builder shall be relieved from all obligations under the agreement.

The terms and conditions and obligations of the borrower contained herein are in addition and not in derogation of the terms and conditions contained in other security document/documents executed by the Borrower in favour of the Bank.

For MODI REALTY MALLAPUR LLP

Authorised Signatory

Partner

For JADE ESTATES

Partner

Customer signature

SCHEDULE

All the residential apartment bearing No. G-107 Floor No.1st , Name Gulmohar Residency .admeasuring saleable Area of 1360 Sq.ft to build as per specifications in this **Jade Estates & Modi Realty** .in the Project know as Gulmohar Residency ,constructed in Survey No. 19& at Mallapur village ,Uppal Mandal,Medchal-Malkajgir district bounded as under.

East	:	Corridor
West	:	Open to Sky
North	:	Open to Sky
South	:	Open to Sky

Heading: East Facing

(a) Details of undivided interest

The proportionate undivided interest to be purchased by the allottee under the Sale Deed to be executed between the Promoter, Incor Appa and the Allottee shall be **69.13 Square Yards**

In witness whereof the parties have set out their respective hand on the day,month and year herein above mentioned.

BORROWER BUILDER

For MODI REALTY MALLAPUR LLP

Authorised Signatory

Partner

For JADE ESTATES

Partner

BANK

Customer signature