

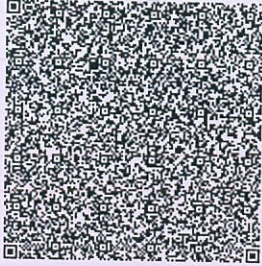
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA62206358904412Q
Certificate Issued Date : 10-Oct-2018 11:19 AM
Account Reference : NONACC (FI)/ kacrsf08 / B BAGEWADI/ KA-BJ
Unique Doc. Reference : SUBIN-KAKACRSFL0852389101069561Q
Purchased by : MODI BUILDERS AND REALTORS SECUNDERABAND
Description of Document : Article 12 Bond
Description : TRIPARTITE AGREEMENT FOR HOUSE BUILDING ALLOWANCE
Consideration Price (Rs.) : 0
(Zero)
First Party : MODI BUILDERS AND REALTORS SECUNDERABAND
Second Party : M SRINIVASA REDDY AND NTPC LTD KUDGI
Stamp Duty Paid By : MODI BUILDERS AND REALTORS SECUNDERABAND
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

TRIPARTITE AGREEMENT

This agreement is made on this day of between M/s. Modi Realty (Miryalaguda) LLP, having its registered office at 5-4-187/3&4, II floor, soham Mansion, M.G Road, secunderabad -500003 (hereinafter called as the builder which expression shall unless excluded by or repugnant to the subject or context includes the successor in office and assign) of the first part:

and Srinivasa Reddy Mudimala s/o : shri. Narsi Reddy at present serving as Manager (EMD) employee no. 043044 at NTPC... (hereinafter called as the "employee" which

Statutory Alert

1. This authentication is this Stamp Certificate about the

For MODI REALTY (MIRYALAGUDA) LLP

expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the second part;

And NTPC Limited, a Company incorporated under the companies Act 1956, having its Registered Office at Scope Complex, 7 Institutional Area, Lodi Road, New Delhi - 110 003 (hereinafter called as the "NTPC" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the Third part.

Whereas;

The builder vide its allotment letter 2013 dtd 02.08.2018 allotted flat no: 78 situated in Miryalaguda, Nalgonda dist,Telangana, group house project known as AVR GULMOHAR HOMES fully described in the schedule A to the employee and whereas the employee has under the provisions of the Rules framed by Company to regulate the grant of advance to company employees for the purchase of the Flat (hereinafter referred to as the "Rules" which expression shall where the context so admits, include any amendment thereof or addition for the time being in force) applied to the company for an advance of Rs. to purchase the said flat and the company sanctioned an Advance of Rs. to the employee vide office order no: dt issued under reference letter No. 01: HR-EB-HBA Dt.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The employee shall ensure that in case of withdrawal from the scheme / ceasing to be the member of the said group Housing Project of the Builder, the whole advance will be refunded to the company. The builder hereby agrees to and undertakes to refund directly to NTPC in case the employees wants to withdraw from the scheme for purchase of the flat from the builder for any reason, it becomes refundable to the extent of Rs. or loan amount not refunded by the employee and thus due to be paid to the company or loan taken as applicable whichever is less. That the refund made by the Builder will be deemed as part payment of the advance made by the Company to the Employee.
2. Neither the employee shall transfer nor the builder shall effect any such transfer of the allotment / flat without taking prior permission from NTPC before execution of the sub lease deed.
3. The builder shall send the draft of Sub Lease to NTPC. The sublease shall be executed after obtaining a NOC from NTPC in the presence of authorized officials of NTPC.
4. The builder hereby undertake to indemnify the employee / NTPC against all dues to various statutory authorities including full / proportionate payment to Noida / concerned Authority towards lease premium and entire lease rental to be made before execution of tripartite lease deed in the favour of the employee. The builder confirm that they shall pay all land dues to Noida / concerned Authority before handling over the possession / registration of Sublease of the

flat to the allottee / employee.

5. In case the builder takes a loan from any financial institution / bank for the project, the builder shall give prior intimation to NTPC and NTPC shall hold the first charge after Noida/ concerned Authority and such a financial institution / bank shall hold a second charge after NTPC.
6. In case there is any default by the employee to pay the flat cost, the builder shall reserve the right to cancel the flat buyer agreement and proceed with the refund and forfeiture as per the terms of the agreement. In such event, the builder shall make payment to NTPC directly to the extent of the HBA Amount remaining outstanding at that time.
7. The builder declares that the plans for the building to be constructed are approved by the concerned Authority and construction shall be carried as per the said approved plan.
8. The allottee / employee of the dwelling unit shall have to intimate concerned Authority of the creation of the mortgage in favour of bank / financial institution / employer. The employee shall also inform NTPC about any financing of the flat by Bank to NTPC. However NTPC shall have a prior charge on that flat.
9. The builder undertakes to sign and execute such applications and statements as may be necessary for effectually vesting the said flat and give their due consent to the borrowing employee submitting statement and application necessary for mortgaging his or her interest to NTPC as required.
10. The builder hereby declares and undertakes that they will take urgent steps to form and register the Resident Owner Association under concerned Flat Ownership Act and transfer the land and building to the flat owners under provisions of the said Act.
11. The builder as well as the employee jointly, and severally undertake to indemnify NTPC against any loss or damage caused to it by virtue of any default of the builder or employee due to any reason till the flat has been mortgaged with NTPC.

In witness whereof the parties the parties have hereunto set and subscribe their hands on the date mentioned_____.

M. S. G. M.

For MODI REALTY (MIRYALAGUDA) LLP,

Partner

Schedule A

Name of the Project : AVR Gulmohar Homes

Situated in : Miryalaguda, Dist: Nalgonda, Telangana-508207.

Flat number : 78

Builder: M/s. Modi Realty (Miryalaguda) LLP

The presence of


For MODI REALTY (MIRYALAGUDA) LLP
Partner

1st witness

Sign

Name

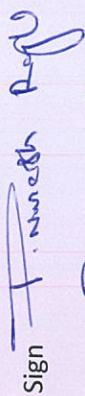
Address

2nd Witness

Signed by the employee in the presence of



1st witness

Sign 

Name P. NARESH RAJU

Address Plot No: C-1/33, NTPC KUDGI TIS

2nd Witness

For and on behalf of the company

Witness

- 1.
- 2.