



తెలంగాణ తెలంగాణ TELANGANA

[Signature]

X 267450

S.No. 19065 Date: 18-10-2019

Sold to: MAHENDAR

S/o. MALLESH

For Whom: MODI PROPERTIES PVT. LTD.,

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

TRIPARTITE AGREEMENT

THIS AGREEMENT is made and executed at Secunderabad on this 24th day of December 2019

BETWEEN

Mr. Peruri Suryanarayana Rao, son of Mr. Peruri Nageswara Rao aged about 51 years residing at H.no: 6-3-626, Flat no 3F, Parameswara Apts, Anand Nagar, Khairatabad, Hyderabad hereinafter referred to as the "BORROWER" (which term so far as the context admits shall mean and include his/her/their respective heirs, executors, successors, administrators and legal representatives) of the First Part.

AND

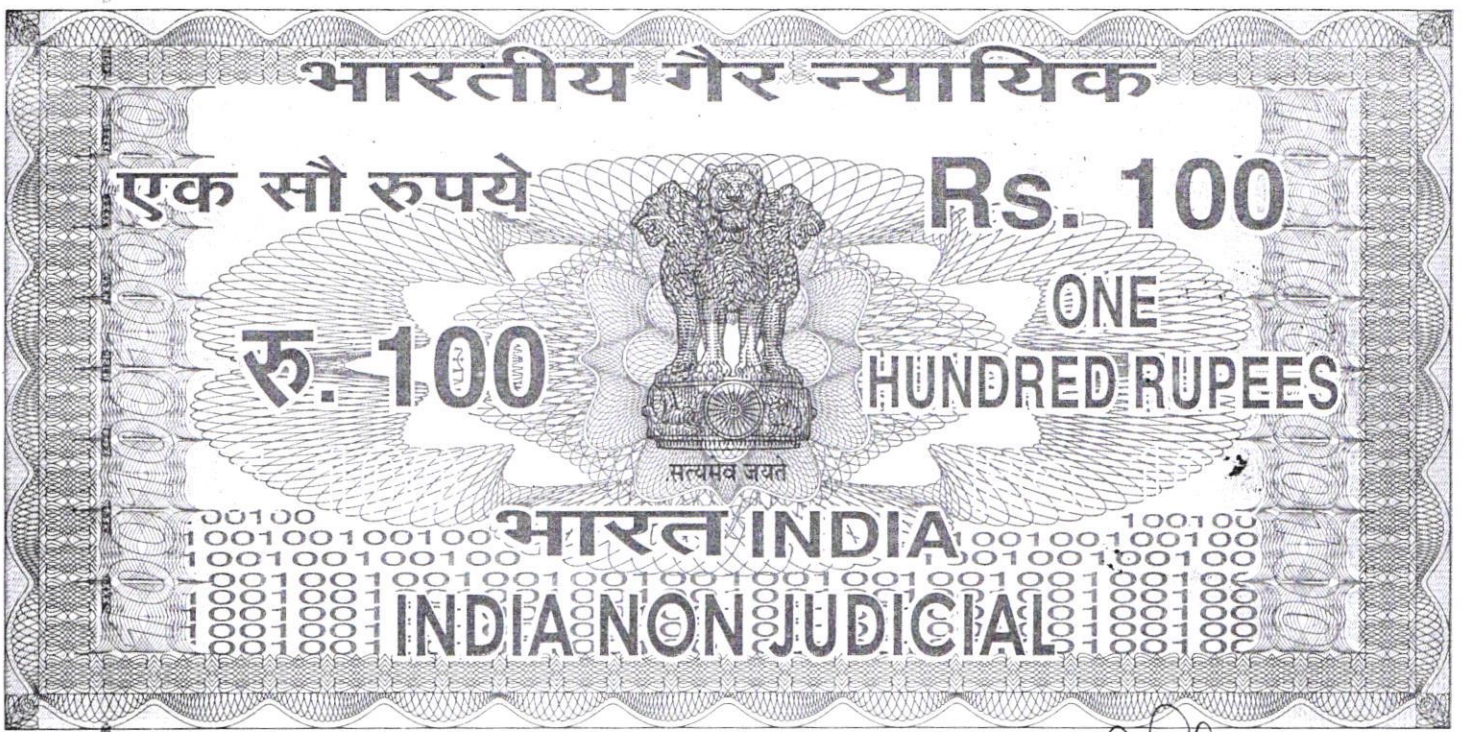
M/s. Modi Properties Private Limited, a Company registered under the Companies Act, 1956, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003, and represented through its Managing Director Soham Modi, S/o. Late Satish Modi, aged about 49 years, hereinafter referred to as the "BUILDER" (which term so far as the context admits, shall insofar as the Company is concerned, mean and include its successors and assigns and insofar as the Partnership Firm is concerned, mean and include its existing partners and such other person or persons as may be inducted as the partners thereof and their and each of their respective heirs, executors, administrators, legal representatives, and assigns and lastly insofar as the Sole Proprietorship Concern is concerned, mean and include its Sole Proprietor and his/her heirs, executors, administrators, legal representatives, and assigns) of the Second Part.

[Signature]

For MODI PROPERTIES PVT. LTD.

[Signature]

Managing Director



తెలంగాణ తెలంగాణ TELANGANA

[Signature]

X 267450

S.No. 19065 Date: 18-10-2019

Sold to: MAHENDAR

S/o. MALLESH

For Whom: MODI PROPERTIES PVT. LTD.,

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

TRIPARTITE AGREEMENT

THIS AGREEMENT is made and executed at Secunderabad on this 24th day of December 2019

BETWEEN

Mr. Peruri Suryanarayana Rao, son of Mr. Peruri Nageswara Rao aged about 51 years residing at H.no: 6-3-626, Flat no 3F, Parameswara Apts, Anand Nagar, Khairatabad, Hyderabad hereinafter referred to as the "**BORROWER**" (which term so far as the context admits shall mean and include his/her/their respective heirs, executors, successors, administrators and legal representatives) of the First Part.

AND

M/s. Modi Properties Private Limited, a Company registered under the Companies Act, 1956, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003, and represented through its Managing Director Soham Modi, S/o. Late Satish Modi, aged about 49 years, hereinafter referred to as the "**BUILDER**" (which term so far as the context admits, shall insofar as the Company is concerned, mean and include its successors and assigns and insofar as the Partnership Firm is concerned, mean and include its existing partners and such other person or persons as may be inducted as the partners thereof and their and each of their respective heirs, executors, administrators, legal representatives, and assigns and lastly insofar as the Sole Proprietorship Concern is concerned, mean and include its Sole Proprietor and his/her heirs, executors, administrators, legal representatives, and assigns) of the Second Part.

[Signature]

For MODI PROPERTIES PVT. LTD.

[Signature]
Managing Director

2. The Builder shall maintain a separate account for the Borrower and shall adjust the amount advanced by LICHFL against the consideration/purchase price of the Property agreed to be purchased by the Borrower. The Property shall form a part of the security for the housing loan granted by LICHFL in the hands of the Builder till such time its sale deed is executed in favour of the Borrower.
3. The remaining balance amount, if there be any payable to the Builder in excess of the loan so granted to the Borrower, shall be paid by the Borrower directly to the Builder on demand by the Builder. After completion of the Property, the Builder shall execute the necessary sale deed and get it registered in favour of the Borrower and thereafter shall hand over the said registered sale deed directly to LICHFL. It is further agreed and understood by the Borrower that till such time the said registered sale deed is not handed over to LICHFL, the original registration receipt issued by the concerned registering authority in respect of the said registration shall be deposited with LICHFL immediately after the registration of the said Sale Deed.
4. The Builder shall not hand over the actual and physical possession of the Property to the Borrower before execution and registration of the said sale deed and the original registered deed shall be submitted to LICHFL directly by the Builder or the Borrower, which shall be kept by LICHFL as a security for repayment of their loan, interest and other incidental charges towards perfection of its security interest for the said loan.
5. That if the Borrower desires to withdraw his application for the allotment of the said flat/dwelling unit or if he fails to pay the balance amount representing the difference between the loan sanctioned by LICHFL and the actual purchase price of the flat/dwelling unit, or in case of death of the Borrower, or in case the agreement for sale of the Property is cancelled, the entire amount advanced by LICHFL to the Builder will be refunded forthwith by the Builder to LICHFL and the builder agrees that the builder shall pay all amounts to LICHFL along with the interest and additional interest or any other charges accrued on the loan to the LICHFL by adjusting it against the contribution paid by the borrower for purchase of the property. The Builder will, first, after refunding all amounts to LICHFL, as aforesaid, refund to the Borrower or his legal representatives, as the case may be, the balance of the amounts, if remaining with the Builder after forfeiting such amount as may be recoverable from the Borrower in accordance with the provisions applicable and thereupon all and every interest the Borrower or his heirs may have in the property shall cease, provided however that in the event of the death of the Borrower, if the legal heirs of the Borrower immediately deposit with the Builder the amounts refunded to LICHFL as provided hereinabove and undertake to pay to the Builder all such further sum or sums as would have been payable by the Borrower in accordance with the terms of the said agreement for sale and the rules in force, the Builder may, in its discretion, continue with the performance of the contract.
6. That in the event of cancellation of the allotment by the Builder, the Builder shall at first refund to LICHFL the entire amount paid by LICHFL together with the interest, additional interest and any other charges as quoted by LICHFL by adjusting it against the money received from the borrower. It is further specifically provided and agreed that in case of cancellation of the agreement for sale, the Builder shall not be entitled to transfer or sell the Property to another person till such time the entire amounts advanced by LICHFL is refunded by the Builder to LICHFL. Until such time the Property shall remain charged in favour of LICHFL.



For MODI PROPERTIES PVT. LTD.

Managing Director

7. The Builder hereby expressly consents that LICHFL shall have lien on the aforesaid flat/dwelling unit and the Borrower may furnish the said flat/dwelling unit as a security for the loan to be obtained by the Borrower from LICHFL.
8. The parties shall abide by the terms and conditions of this Tripartite Agreement, and the Agreement for Sale and the Allotment letter executed between the Borrower and the Builder. If the Borrower commits breach of any of the terms and conditions of the said agreements and as a result thereof, if allotment of the said flat/dwelling unit is cancelled, the Builder shall be entitled to exercise its right to forfeit the amount in terms of the said Agreement/Allotment letter. However, the dues of LICHFL will first be cleared by the Builder and the dues of LICHFL shall have the first charge on the Property.

That in case the Borrower commits a breach of the terms and conditions of the Agreement by his/her/their/its failures to pay remaining balances to the Builder or fails to obtain the necessary sale deed and get it registered from the Builder and/or thereafter fails to create the security of the property in favour of LICHFL within a reasonable time, then LICHFL shall be entitled to enforce forthwith its lien on the flat/dwelling unit and recover its dues out of the sale proceeds of the Property and thereafter the Builder shall be entitled to deal with the balance of the sale proceeds in accordance with their right and the provisions of law.

The Borrower and the Builder do hereby jointly and severally agree to indemnify and keep indemnified and safe and hold harmless LICHFL, its employees and agents indemnified from and against all monetary harm, loss, injury, claim costs, expenses and damages sustained by LICHFL by advancing/disbursing the loan to the Builder directly at the request of the Borrower and/or for any reason directly attributable to or arising out of any act, omission, commission and/or negligence of the Builder and/or the Borrower.

THE SCHEDULE ABOVE REFERRED TO:

Description of the Schedule Flat:

All that portion forming a deluxe flat bearing no. 304 on the third floor in block 'A' admeasuring 1500 sq. ft. of super built-up area (i.e., 1200 sq. ft. of built-up area & 300 sq. ft. of common area) together with proportionate undivided share of land to the extent of 48.66 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sq. ft. in the residential complex named as Mayflower Platinum, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District and bounded as under:

North by: Open to sky
South by: Open to sky
East by: 6'-6" wide corridor
West by: Open to sky

Signed and delivered by the within named Borrower :

Signed and delivered on behalf of the within named Builder Managing Director:

FOR MODI PROPERTIES PVT. LTD.

Signed and delivered on behalf of the within named LIC Housing Finance Limited :

7 