

BT 254840
1. JACINTHA
Vendor-Lic.No.20548/84/B7/9
No.3, Suseela Nagar, Kodungaiyur
Chennai-600 051

This agreement is executed on this 14th day of April 2019 by and between

- (1) **Mr. G PATHMANABAN** [PAN: ASIPP2883N], son of Mr. P Govindhan, aged about 34 years;
- (2) **Mrs. M ANITHA** [PAN: ALFPA1852Q], wife of Mr. G Pathmanaban, aged about 32 years;

about 32 years;
both residing at No.F4, Guru Kailash Apartments, Pamban Swamigak Salai, Chitlapakkam, Chennai
- 600 064, hereinafter referred to as the '**Borrower(s)**' which term shall unless repugnant to the context
shall mean and include his/her heirs, representatives, successors, executors, attorneys, administrators and
assigns, of the party at the '**First Part**'.

for Casagrand Builder Pvt. Ltd.

G. Livingston
Authorized Signatory

Bank

AND

- (1) **M/s.CASAGRANT BUILDER PRIVATE LIMITED** [PAN: AACCC2758A], (formerly known as M/s. Casa Grande Private Limited), a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanniyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No.3042 3858 6436], son of Mr. S. Gurunathan, aged about 42 years (by virtue of board resolution dated 01.03.2019);
- (2) **Mrs. M. BHUVANESWARI** [PAN: APIPB8817K], daughter of (late) M.Dhamodharan, aged about 64 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (3) **Ms. M. RANI** [PAN: AUPPR7760R], daughter of (late) M. Dhamodharan, aged about 63 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (4) **Ms. M. THIRUVENI** [PAN: AONPT3085R], daughter of (late) M. Dhamodharan, aged about 61 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai -600 106;
- (5) **Mr. M.D. VEERARAGHAVALU** [PAN: ACMPV7106N], son of (late) M.Dhamodharan, aged about 60 years residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (6) **Mr. M. D. BHASKAR** [PAN: AHIPB6373J], son of (late) M. Dhamodharan, aged about 59 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;
- (7) **Ms. G. GOMATHI**, wife of (late) M. D. Madhava Krishnan, aged about 39 years, residing at 41/2, 5th Street, S.B.I (staff) Colony, Arumbakkam, Chennai – 600 106;

parties 2 to 7 represented by their Power Agent **M/s. CASAGRANT BUILDER PRIVATE LIMITED** [PAN: AACCC2758A], (formerly known as M/s. Casa Grande Private Limited), a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanniyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No.3042 3858 6436], son of Mr. S. Gurunathan, aged about 42 years (by virtue of board resolution dated 01.03.2019), duly appointed and authorized vide General Power of Attorney dated 01.12.2016, registered as Document No.5970/2016, SRO at Padappai, hereinafter called and referred to as the **"POWER AGENT OF THE VENDORS"**

AND

M/s.CASAGRANT BUILDER PRIVATE LIMITED [PAN: AACCC2758A], (formerly known as M/s. Casa Grande Private Limited), a company incorporated under the provisions of Companies Act, 1956, and having its Registered Office at NPL Devi, New No.111, Old No.59, L.B. Road, Thiruvanniyur, Chennai – 600 041, represented by its Authorized Signatory **Mr. G. Sethupathy** [Aadhaar No.3042 3858 6436], son of Mr. S. Gurunathan, aged about 42 years (by virtue of board resolution dated 01.03.2019), hereinafter referred to as the **'Builder'**, which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the **'Second Part'**.

AND

STATE BANK OF INDIA, a body corporate, constituted under the State Bank of India Act 1955, having amongst others one of its Branch Office at hereinafter referred as the **'SBI'**, which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the **'Third Part'**.

for Casagrand Builder Pvt. Ltd.

for Casagrand Builder Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Borrower(s)

Builder & Vendor No.1

Power Agent of the Vendors

Bank

Whereas the Builder is developing the land described in Schedule 'A' situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District. Whereas the Builder has taken up construction of the residential project named "**CASA GRANDE FERNS**" in the aforesaid property.

Whereas the Borrower(s) herein, desires to purchase a **Flat No.A308 in Third Floor** measuring about **854 Sq.ft.** of carpet area, morefully described in the Schedule "E" hereunder, together with **610 Sq.ft.** undivided share of land, morefully described in the Schedule "D" (hereinafter referred as the "Flat") from the Builder. The Land Owner / Builder has executed a Sale and Construction Agreement dated **12.04.2019** with the Borrower in respect of the undivided share of land and construction of said flat.

Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs...../- (Rupees only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat in favour of the Party at the Third Part. In the absence of proper Conveyance Deed/Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed/Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SBI sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

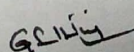
NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

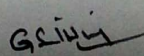
THAT:

1. That the SBI has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.
2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase/ construction of the said flat. In the event of default in the repayment of loan and/ or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI, after deducting the damages and/or incidental charges, if any.
3. That if for any reason there is any increase/ escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.
4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the SBI, after deducting the damages and/or incidental charges, if any.
5. That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBI.

for Casagrand Builder Pvt. Ltd.

for Casagrand Builder Pvt. Ltd.


Authorized Signatory


Authorized Signatory

Borrower(s)

Builder & Vendor No.1

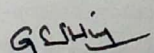
Power Agent of the Vendors

Bank

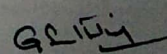
6. That the Builder shall note in its records the charge and lien of SBI over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SBI.
7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed/Sale Deed in favour of the Borrower. SBI entitled to receive the said Conveyance Deed/Sale Deed along with original registration fee receipt. Before the execution of the Sale Deed/Conveyance Deed, the Builder shall inform the SBI about the same on the completion of the project.
8. That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Conveyance Deed/Sale Deed, he/she shall immediately deliver the same to the SBI.
9. That the Borrower(s) assures that he/ she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage/ charge the said flat in any manner whatsoever.
10. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department/ Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same.
11. That the Borrower(s) agrees and acknowledges to keep the SBI indemnified against any loss or damage incurred by him/her in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.
12. That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter/possession letter to the Borrower(s) without the prior written consent of the SBI.
13. It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SBI.
14. That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.
15. That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat shall be conveyed in the name of the Borrower(s).
16. That it is further made clear and understood by all the parties that the non completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.
17. That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flat/or charge created in favour of SBI in any manner whatsoever.

for Casagrand Builder Pvt. Ltd.

for Casagrand Builder Pvt. Ltd.



Authorized Signatory



Authorized Signatory

Borrower(s)

Builder & Vendor No.1

Power Agent of the Vendors

Bank

18. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property.
19. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SBI shall remain binding upon the Borrower(s).
20. That in case of acquisition, forfeiture/ resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector/Revenue Officer/Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

SCHEDULE 'A'

(Total Property)

All that piece and parcel of vacant land situated at Perungalathur Village, Tambaram Taluk, Kancheepuram District comprised in survey numbers viz.,

- (1) Survey No. 386/3B1 measuring 46 cents
- (2) Survey No. 386/3B2 measuring 46 cents
- (3) Survey No. 386/3B3 measuring 46 cents
- (4) Survey No. 386/3B4 measuring 46 cents
- (5) Survey No. 386/3B5 measuring 63 cents
- (6) Survey No. 386/3B6 measuring 46 cents
- (7) Survey No. 386/3B7 measuring 46 cents
- (8) Survey No. 386/3B8 measuring 46 cents
- (9) Survey No. 386/3B9 measuring 46 cents

in all totally admeasuring **4 Acres 31 Cents [i.e. 1,87,744 Sq.ft. or thereabouts]** and corresponding to its Old Survey Nos. 386/3B (extent 1.77 acres), Survey No.386/4B (extent 1.18 acres), Survey No.386/5B (extent 1.36 Acres) and bounded on the:

North by	Survey Nos.387 & 388
South by	Survey No.386/2B
East by	Survey No.385
West by	Survey Nos.386/3A,4A,5A (Canal)

situated within the Registration District of Chennai South and Sub-Registration District of Padappai.

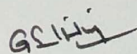
SCHEDULE 'B'

(Open Space Reservation Area and Road left as per approval authority requirement)

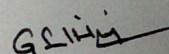
All that piece and parcel of land comprising an extent of 1624.90 Sq. Metre [i.e. 17491 Sq.ft. or thereabouts] towards Open Space Reservation Area and 1227.82 Sq. Metre [i.e. 13217 Sq.ft. or thereabouts] towards Road Area totaling **30708 Sq. feet** in Schedule 'C' Property.

for Casagrand Builder Pvt. Ltd.

for Casagrand Builder Pvt. Ltd.



Authorized Signatory



Authorized Signatory

Borrower(s)

Builder & Vendor No.1

Power Agent of the Vendors

Bank

SCHEDULE 'C'

(Land remaining for developing and selling)

All that piece and parcel of land comprising an extent of 1,57,036 Sq.ft. in Schedule 'C' Property.

SCHEDULE 'D'

(Property agreed to convey)

610 Sq.ft. of undivided share of land in the total extent of land in Schedule 'C' Property.

SCHEDULE 'E'

(Location of flat to be put up by the Builder)

Flat No.A308 in **THIRD FLOOR** measuring about **854 Sq.ft.** of carpet area in the flat complex put up in Schedule 'C' along with One Tandem Covered Car Park (One behind the other slot) in the residential project "**Casa Grande Ferns**"

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

for Casagrand Builder Pvt. Ltd.

for Casagrand Builder Pvt. Ltd.

Authorized Signatory

Builder & Vendor No.1

Borrower(s)

Authorized Signatory

Power Agent of the Vendors

Bank

WITNESSES:

1.

2.