

Gm2 D-107



తెలంగాణ తెలంగాణ TELANGANA

S.No. 2331 Date:13-04-2022

Sold to: MAHENDAR

s/o. MALLESH

For Whom:M/s. GULMOHAR RESIDENCY

AS 130899

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-029/2021

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

West Marredpally, Sec'bad.

QUADRIPARTITE AGREEMENT BETWEEN BORROWER, LAND OWNER(S),
BUILDER AND ICICI BANK

This Quadripartite Agreement is made at Secunderabad on the day of 05th day of September 2022 as set out in the Schedule I hereto amongst the Borrower of the first part, the Builder of the second part, Land Owner(s) of the third part and ICICI Bank Ltd of the fourth part. Details of the Borrower, Builder, Land Owner(s) and ICICI Bank are more specifically provided in Schedule I hereto and are hereinafter collectively referred to as party or parties as the context may provide.

The expression Borrower, Builder, Land Owner(s) and ICICI Bank Ltd shall unless repugnant to the context mean and include administrators, executors, liquidators, partners, proprietors, legal heirs, representatives, agents and permitted assigns etc.

For MODI REALTY MALLAPUR LLP

Partner

For GULMOHAR RESIDENCY

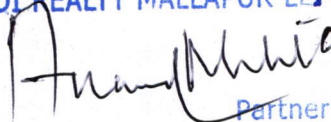
Partner

WHEREAS:

- A. The Land Owner(s) is absolute owner and possessor of the property, more specifically described in the Schedule II hereto, (hereinafter referred to as the "Project Land") and through the Development Agreement cum General Power of Attorney executed between the Land Owner(s) and the Builder, the Land Owner(s) has given the Project Land to Builder for construction of Residential Flats/Units as per the terms and conditions mentioned therein.
- B. The Builder is, inter-alia engaged in the construction and / or sale of flats and is developing residential flats at the Project Land.
- C. The Builder and Land Owner(s) confirm that flat/unit bearing no 107 on the first floor in block 'D' admeasuring 1660 sft. of super built-up area (i.e., 1329 sft. of built-up area & 331 sft. of common area) together with proportionate undivided share of land to the extent of 84.38 sq. yds. ("said Premise") has fallen under the share of Land Owner(s) as per the Development Agreement cum General Power of Attorney.
- D. The Borrower is desirous of purchasing the said Premise in the Project Land and for the said purpose has entered into an agreement of sale with the Land Owner and has deposited an initial amount as stipulated in the Schedule I hereto.
- E. The Borrower has also deposited an amount being the margin money towards part payment of the sale consideration as stipulated in the Schedule I hereto. The Borrower has, for the balance amount been sanctioned a loan vide offer letter dated _____ of such date from ICICI Bank Ltd.
- F. Whereas the execution, registration and taking delivery of the registered sale deed for deposition with ICICI Bank Ltd will involve considerable amount of time, as such the Borrower, Land Owner(s) and Builder have requested ICICI Bank Ltd to release the sanctioned loan.
- G. ICICI Bank Ltd having agreed to the said offer, the Borrower, Builder, Land Owner(s) and ICICI Bank Ltd agree and covenant with each other as follows:
- ICICI Bank Ltd will release the payment as per the stage of construction as assessed by ICICI Bank Ltd and on the terms and conditions agreed to by the parties in this Quadripartite Agreement.
 - ICICI Bank Ltd will release the payment upon a demand being raised by the Borrower on the basis of a demand letter issued by the Builder/ the Land Owner(s)
 - The Builder undertakes to provide the original sale deed or original registration receipt before the date of final disbursement.
 - The Borrower, Land Owner(s) and Builder undertake the responsibility to register the said Premise and ensure the deposition of the sale deed along with registration receipts and endorsement from Registrar with ICICI Bank Ltd.



For MODI REALTY MALLAPUR LL For GULMOHAR RESIDENCY


Partner
Partner

NOW THIS QUADRIPARTITE AGREEMENT WITNESS AS FOLLOWS:

Pursuant to the execution of this Quadripartite Agreement and upon a demand being raised by the Borrower on the basis of a demand letter issued by the Builder / Land Owner, and depending upon the stage of construction as assessed by ICICI Bank Ltd, ICICI Bank shall provide 90% of the loan amount towards sale consideration of the said Premise. The remaining 10% of the said loan amount shall be disbursed after the registration / receipt of the original sale deed.

It is agreed amongst the parties that ICICI Bank Ltd should make the disbursement directly to the Land Owner(s) and such disbursement shall be considered as disbursement made to the Borrower.

It is agreed amongst the parties that the Land Owner(s) and Builder shall intimate the factum of the completion of the said Premise to the Bank. Upon such intimation the Builder undertakes to execute the sale deed and till that time, the Land Owner(s), Builder shall retain the possession of the said Premise as a trustee for an on behalf of ICICI Bank Ltd.

It is agreed and understood amongst the parties that till such time the registered sale deed is executed in favor of the Borrower, the Land Owner(s) and Builder shall not hand over vacant and peaceful possession of the said Premise to the Borrower.

The Borrower shall not cancel the allotment/booking/allocation of the said Premise made to the Borrower without obtaining a 'No Objection Certificate' from ICICI Bank Ltd in this regard.

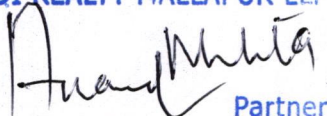
In the event, the Borrower cancels the allotment/booking/allocation of the said Premise or in the event ICICI Bank Ltd cancels the allotment/booking/allocation of the said Premise on behalf of the Borrower by virtue of the power of attorney executed by the Borrower in its favor, the Land Owner(s) undertakes to refund the entire amount after deducting the cancellation charges from the Borrower's own contribution as per the terms & conditions mentioned in the agreement of sale to ICICI Bank Ltd. Thereafter, ICICI Bank Ltd shall deduct the outstanding amounts due and payable to ICICI Bank Ltd and refund the surplus, if any, to the Borrower.

If the Land Owner(s)/Builder does not execute the sale deed in favour of the Borrower or in an event of litigation affecting the property, the Land Owner(s) shall promptly and immediately refund all monies disbursed by ICICI Bank Ltd to the Land Owner(s).

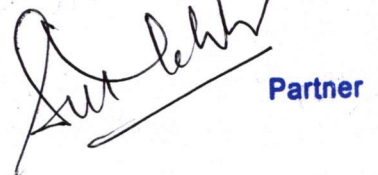
In case of default on the loan availed by the Borrower prior to the deposit of sale deed with ICICI Bank Ltd, the Land Owner(s) can terminate the allotment in the name of the Borrower on specific request from ICICI Bank Ltd. ICICI Bank Ltd will have first charge on amounts paid to the Land Owner including the Borrower's own contribution.



For MODI REALTY MALLAPUR LLP


Partner

For GULMOHAR RESIDENCY


Partner

In the event that the allotment/booking/allocation of the said Premise is cancelled due to any reason, the Land Owner(s) and the Borrower shall jointly and severally indemnify and keep indemnified ICICI Bank Ltd against all actions, proceedings, claims and demand duties, penalties, taxes, losses, damages, costs (including costs between attorney and client), charges, expenses and other liabilities whatsoever which may be brought or made against or sustained or incurred by ICICI Bank Ltd and whether paid by ICICI Bank Ltd howsoever in relation thereto.

The Builder shall not hand over the actual and physical possession of the said Premise to the Borrower, and/or to the Land Owner(s) without obtaining NOC from ICICI Bank Ltd, before execution and registration of the sale deed in favour of Borrower.

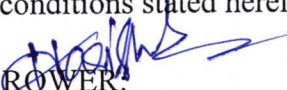
This Quadripartite Agreement shall automatically get cancelled upon (a) execution and registration of sale deed in favor of the Borrower, (b) deposit of the registered original sale deed with ICICI Bank Ltd as security, and (c) upon handing over of the said premise to the Borrower.

Any notice/letters/other documents sent by ICICI Bank Ltd to the Borrower shall be at the address stated in the Schedule or, in the event of change, as notified to ICICI Bank Ltd in writing. The same shall be deemed to have been delivered when sent by post, within 48 hours of dispatch by Registered post. Any change in the address of the Borrower shall be duly notified in writing to ICICI Bank Ltd within 7 days of such change.

The Courts at Hyderabad alone, to the exclusion of all other Courts, shall have the jurisdiction to try and entertain any matter or dispute arising out of or in relation to this Quadripartite Agreement.

The Borrower, Land Owner(s), Builder and ICICI Bank declare that this Quadripartite Agreement was duly read and understood by them prior to affixing signatures hereunder.

The parties hereto have signed this Quadripartite Agreement in acceptance of all the terms and conditions stated herein above on the day and place aforementioned.

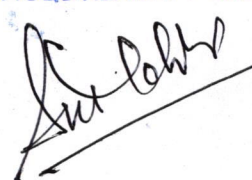
FOR BORROWER: 

FOR LAND OWNER(S):

For GULMOHAR RESIDENCY


Partner

For MODI REALTY MALLAPUR L


Partn

FOR BUILDER/DEVELOPER:

FOR BANK

SCHEDULE I

Details of Quadripartite Agreement

Date: 05.09.2022

Place of execution: Secunderabad

Details of Parties:

Borrowers:

Mr. Harish Chandra Thakur, son of Late Shri.Sita Ram Thakur

Land Owner(s):

M/s Gulmohar Residency, represented by its Managing Partner Shri Sudhir U Mehta,
son of Late Uttamlal U Mehta.

Builder/Developer: M/s. Modi Realty Mallapur LLP represented by its Partner, Shri
Anand S Mehta, Son of Shri Suresh U Mehta.

Bank: ICICI Bank LTD

Details of Loan Agreement:

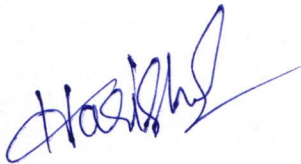
Loan Agreement Date:

Amount of loan facility:

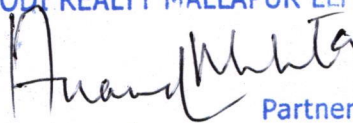
Reference No of Loan Agreement

Initial amount deposited by the Borrower towards registration of his application: Rs.
25,000/-

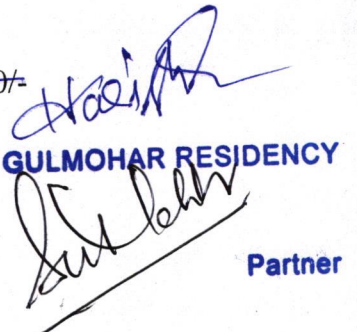
Money deposited towards margin money by the Borrower: Rs. ~~18,16,000/-~~



For MODI REALTY MALLAPUR LLP


Partner

For GULMOHAR RESIDENCY


Partner

SCHEDULE II (Description of Property)

A. Description of Project Land

Details of Scheduled A Land

All that portion of the total land area to the extent of Ac. 4-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District, (formerly known as Ranga Reddy District) and bounded by:

NORTH	:	Sy. No. 19(Part)
SOUTH	:	100' Road
EAST	:	Sy. Nos. 81 & 24
WEST	:	Sy. Nos. 20 & 12/1

Details of Scheduled B Land

All that portion of the total land area to the extent of Ac. 4-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District, (formerly known as Ranga Reddy District) and bounded by:

NORTH	:	Sy. No. 22
SOUTH	:	Sy. No. 19 (part)
EAST	:	Sy. Nos. 81 & 24
WEST	:	Sy. Nos. 20

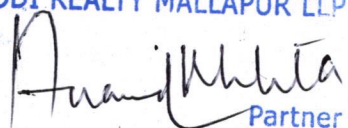
Details of Scheduled C Land

All that portion of the total land area to the extent of Ac. 8-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District, (formerly known as Ranga Reddy District) marked in red and bounded by:

NORTH	:	Sy. No. 22
SOUTH	:	100' Road
EAST	:	Sy. Nos. 81 & 24
WEST	:	Sy. Nos. 20



For MODI REALTY MALLAPUR LLP


Partner

For GULMOHAR RESIDENCY


Partner

B. Description of Scheduled Flat:

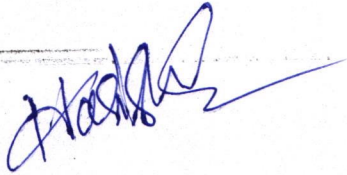
All that portion forming a Deluxe flat bearing no. 107 on the Second floor in block no. 'D' admeasuring 1660 sft. of super built-up area (i.e., 1329 sft. of built-up area & 331 sft. of common area) together with proportionate undivided share of land to the extent of 84.38 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft. in the residential complex named as Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District and bounded as under:

North by: open to sky

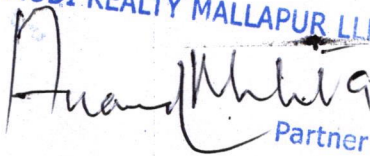
South by: open to sky

East by: 6' - 6" Wide Corridor

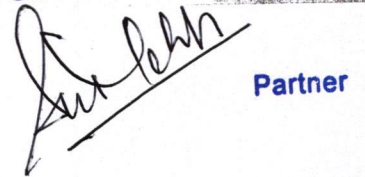
West by: open to sky



For MODI REALTY MALLAPUR LLP


Partner

For GULMOHAR RESIDENCY


Partner