



తెలంగాణ తెలంగాణ TELANGANA

BC 528047

Tran Id: 231213145138192222
Date: 13 DEC 2023, 02:53 PM
Purchased By:
MAHENDAR
S/o MALLESH
R/o HYD
For Whom
JADE ESTATES

K. SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16/05/029/2021
Plot No.227, Near C.C.Court,
West Marredpally, Sec-Bad
Ph 9849355156

QUADRIPARTITE AGREEMENT

THIS QUADRIPARTITE AGREEMENT ("Agreement") is made and executed at the PLACE and on the DATE mentioned in **Item No. 1** and in **Item No. 2** respectively of **SCHEDULE I** hereunder written

BETWEEN

The person/s specified in **Item No. 3** of **SCHEDULE I** hereunder written, (hereinafter referred to / collectively referred to as the "**Borrower**") which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Borrower is an individual/Sole Proprietor); his/their successors and assignees (where the/a Borrower is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assignees of the partners (where the/a Borrower is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the /a Borrower is a Hindu Undivided Family); all the constituents for the time being or from time to time of the

A- Mahendar

For JADE ESTATES

[Signature]
Partner

For MODI REALTY MALLAPUR LLP

[Signature]
Partner



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Association of Persons or Body of Individuals and his/her/its/ their respective legal heirs, legal representatives, executors, administrators; successors and assignees (where the/a Borrower is an Association of Persons or a Body of Individuals); its / their successors and assignees (where the/a Borrower is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assignees (where the/a Borrower is a Trust), of the **FIRST PART**;

And

The person/s specified in **Item No. 4** of **SCHEDULE I** hereunder written, (hereinafter referred to / collectively referred to as the "Landowner" which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Landowner is an individual/Sole Proprietor); its/their successors and assignees (where the/a Landowner is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assignees of the partners (where the/a Landowner is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to

For JADE ESTATES

For MODI REALTY MALLAPUR LLP

A. Srinivasan

[Signature]
Partner

[Signature]
Partner



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time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the /a Landowner is a Hindu Undivided Family); all the constituents for the time being or from time to time of the Association of Persons or Body of Individuals and his/her/its/ their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Landowner is an Association of Persons or a Body of Individuals); its / their successors and assignees (where the/a Landowner is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assignees (where the/a Landowner is a Trust), of the
SECOND PART:

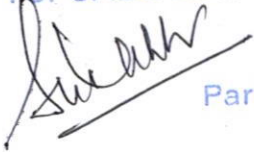
And

The person/s specified in **Item No. 5** of **SCHEDULE I** hereunder written, (hereinafter referred to / collectively referred to as the "Builder" which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, his/her/its/their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Builder is an individual/Sole Proprietor); its/their successors and assignees (where the/a Builder is a company incorporated under the Companies Act, 1956/2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, or any other body corporate); all the partner(s)

For JADE ESTATES

For MODI REALTY MALLAPUR LLP

A. Srinivasan


Partner


Partner



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for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assignees of the partners (where the/a Builder is a partnership firm); all the members / co-parceners or a member / co-parcener for the time being or from time to time of the Hindu Undivided Family and their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the /a Builder is a Hindu Undivided Family); all the constituents for the time being or from time to time of the Association of Persons or Body of Individuals and his/her/its/ their respective legal heirs, legal representatives, executors, administrators, successors and assignees (where the/a Builder is an Association of Persons or a Body of Individuals); its / their successors and assignees (where the/a Builder is a co-operative society formed / incorporated under the laws applicable to co-operative societies); all the trustees for the time being or from time to time, its/their executors, administrators, successors and assignees (where the/a Builder is a Trust), of the **THIRD PART**;

And

HDFC Bank Limited, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and a banking company under the Banking Regulation Act, 1949 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013 and one of its Branch Office at HDFC House, 3-6-310, Hyderguda Road, Basheerbagh, Hyderabad - 500 029

For JADE ESTATES

For MODI REALTY MALLAPUR LLP

A. Mahendaram


Partner


Partner

hereinafter referred to as the "BANK" (which expression shall unless the context otherwise requires, include its successors and permitted assigns). of the **FOURTH PART**

The Borrower, Landowner, Builder and the BANK, wherever the context permits, shall be collectively referred to as the "Parties" and individually as the "Party"

WHEREAS

- a) The Land Owner is the absolute owner and peaceful possessor of the property more specifically described in the **Item No. 6 of SCHEDULE I** (hereinafter referred to as the "Project") and under Registered Development Agreement / Joint Development Agreement with the Builder and have given the "Project" for construction of residential Units (Flats / Villas) as per the terms and conditions mentioned therein.
- b) The Borrower has represented that the selection of the Project is of their choice and that they are satisfied with regard to the quality of construction of the Project and the Builder's & Landowners' ability for timely completion and on time delivery of the Project;
- c) The Builder and the Land Owner confirms that the Unit as specified in **Item No. 7 of SCHEDULE I** (hereinafter referred to as "the Unit") has fallen under the share of the landlord as per the Development Agreement / Joint Development Agreement as such have invited applications for allotment by sale of Unit in the said project, for which various payment options have been offered to the customers;
- d) The Land Owner and the Borrower have entered into an Agreement of Sale of such date as specified in **Item No. 8 of SCHEDULE I** for the purchase of Unit in the said Project;
- e) The Borrower has approached the BANK for a Loan towards payment of the purchase consideration of the Unit in the Project, which is in construction stage
- f) The Borrower has agreed to secure with the BANK the said Unit under finance as and by way of mortgage of all the rights, title, benefits that would accrue from the said residential apartment till the currency and term of the said loan to be advanced/advanced. The Land owner and Builder also agrees and confirms that they shall take note of the said mortgage created by the Borrower and undertake not to create any third party rights or security interest of any sort whatsoever on the said flat without the prior written consent of the BANK hereinafter;
- g) The Borrower have represented that the final sale deed with respect to the Unit will be executed only at the time of possession, which fact is also confirmed by the Builder and Landowner, as such the said Agreement of Sale is the best available, initial and only title document with respect to the Unit as on date of execution of this deed.

A. Srinivasan

For JADE ESTATES

Partner

For MODI REALTY MALLAPUR LLP


Partner

h) Based on several representations made by the Borrower and the same being acknowledged and consented to by the Land Owner and Builder, the BANK granted a loan as more particularly detailed in **Item No. 9 of SCHEDULE I** ("said loan") to the Borrower, in terms of the Loan Agreement and other documents (hereinafter referred to as the "Loan Agreement") duly executed by the Borrower;

i) The BANK based on such requests and representation and at its sole discretion, shall make disbursements under the Loan, which factor is hereby confirmed and acknowledged by the Borrower herein;

j) The BANK has considered the said request with a clear understanding and an irrevocable undertaking by the Borrower that subsequent to the disbursement, if any, as requested by the Borrower, there would be no repayment default for any reason whatsoever including but not limited to any concern/issues by and between the Borrower and the Landowner / Builder.

k) The Landowner, Builder and the Borrower agree that they shall inform the BANK in advance the date, time and venue of the registration of the Sale Deed in favour of the Borrower and shall directly forward the duly registered Sale Deed to the BANK as the title document for the security interest created in favour of the BANK.

l) The Borrower has represented, and such representation being a continuing representation, that Borrower's obligation to repay the Loan shall be a distinct and independent obligation more particularly independent of any issues/concern/dispute of whatsoever nature between the Borrower and Landowner / Builder. The Borrower, Builder and Landowner agree and undertake to Indemnify the BANK at all times for all / any loss that may be a direct or remote consequence of and / or arising out of any dispute between the Borrower and Landowner / Builder subsequent to the BANK disbursing full / part the said loan amount to the Landowner.

m) One of the conditions for the BANK sanctioning the said Loan to the Borrower was that the understanding as stipulated in the recitals above shall be reduce and recorded in writing with an understanding and intent of making the same irrevocable, binding and enforceable by and between the Borrower, Landowner and the Builder such time this formality is complied with to the satisfaction of the BANK and documents in evidence thereof are delivered/furnished to the BANK there will be no disbursement pursuant to the Loan Agreement;

n) in consideration of the BANK agreeing to give loan to the Borrower, all the Parties have agreed as under.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. The foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this Agreement.

A. Subramanian

For JADE ESTATES


Partner

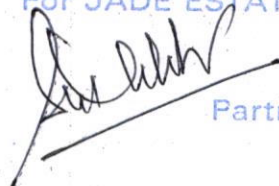
For MODI REALTY MALLAPUR LLP


Partner

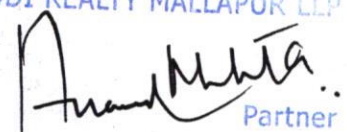
2. In consideration of the parties performing their part of obligations, the BANK has agreed to advance the said loan to the Borrower in terms and in accordance with the Loan Agreement.
3. The loan advanced to the Borrower by the BANK shall be subject to the Borrower's repayment capacity as assessed by the BANK and shall be secured against the first and exclusive mortgage of the Unit to be acquired in the Project in favour of the BANK, including but not limited to any additional security as may be demanded by the BANK.
4. The Borrower irrevocably and unconditionally instructs the BANK to disburse the said loan directly to the Landowner / Builder herein and such disbursements made to the Landowner / Builder shall be deemed to have been done directly to the Borrower.
5. That irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the Unit to the Borrower by the Builder / Landowner the Borrower shall be liable to pay to the BANK regularly each month the EMIs / Pre-EMIs as laid down in the Loan Agreement. The Borrower shall execute an indemnity and such other documents as may be required by the BANK in favour of the BANK in this regard.
6. The Borrower agrees and undertakes that they shall not raise any dispute or claim against the BANK on the ground that the Builder / Landowner committed any deficiency of service either with the progress of the construction or with the quality of the construction and it is the sole responsibility of the Borrower to look after the progress and the quality of the construction of the Unit and it is their responsibility to intimate from time to time about the progress of the construction to the BANK. All the parties to the agreement specifically understand that the role of the BANK is limited to advance the loan amount on behalf of the Borrower as a creditor.
7. In case of any default and / or breach in the terms of the Loan Agreement by the Borrower, the BANK shall intimate the Builder / Landowner for cancellation of Agreement and upon such request from the BANK, the Builder / Landowner agrees to refund the amounts received from the BANK as per the clause 14 of the quadripartite agreement. Further the Builder and Landowner agrees to stand guarantee to the amounts received from the BANK on behalf of the Borrower till the deposit of the title deeds relating to the said unit validly creating an equitable mortgage in favor of the BANK.
8. The Borrower shall forward all the Original Documents executed by and between the Borrower and the Builder / Landowner evidencing the sale and purchase of the Unit to the BANK with immediate effect and also agree to forward any other deeds and / or documents that may be executed subsequently relating to the Unit to the BANK.

A. Swaminathan

For JADE ESTATES

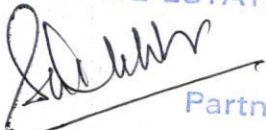

Partner

For MODI REALTY MALLAPUR LLP


Partner

9. The Landowner, Builder and the Borrower has assured and represents that it has a clear and marketable title to the said Unit and the same can be freely transferred / registered, and the same is free from any lien and / or any encumbrance and the Landowner / Builder further state that they have obtained all the required approval, sanctions for developing and selling the said Unit. The Borrower further confirms that he has independently verified the said legal tile along with approved plans of the said Unit before entering into the Agreement of Sale with the Landowner / Builder.
10. The Borrower shall ensure to pay to the Landowner / Builder his own contribution in full i.e., the cost of the flat minus the loan amount being disbursed by the BANK before availing of the disbursement from the BANK.
11. The Borrower agrees that if any escalation to the cost to the said unit, they undertakes to pay the same to the Landowner / Builder with intimation to the BANK.
12. That the Builder / Landowner shall not hand over the actual and physical possession of the said Unit to the Borrower without obtaining NOC from the BANK, before execution and registration of the said deed.
13. That the original registered sale deed shall be submitted to the BANK directly by the Builder / Landowner to be kept by the BANK towards security for the said loan. The Builder / Landowner also agrees that it will submit the sale deed on or before 15 working days from the date of such registration.
14. That if the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by the BANK and the actual purchase price of the unit, or in the event of death of the Borrower or in the event of cancellation / termination of the unit / Agreement for any reason whatsoever or or if the Borrower commits a breach of any of the terms and conditions of Loan Agreement / Tripartite Agreement, then the entire amount advanced by the BANK will be refunded by the Landowner / Builder to the Loan Account of the Borrower with the BANK within 30 (Thirty) days from the date of such cancellation / termination after deducting the cancellation charges, which charges shall not exceed the Borrowers contribution. The Borrower hereby subrogates all his rights for refund with respect to the said residential apartment in favor of the BANK
15. Notwithstanding anything to the contrary contained in any letter, document or agreement, under any circumstances should there be any payment i.e., refund / discount / interest subsidy / reduction of price etc., by the Landowner or Builder to Borrower, the same shall be paid to the Loan Account of the Borrower with the BANK and at no circumstances be paid to Borrower directly.

A. Srinivasan

For JADE ESTATES

Partner

For MODI REALTY MALLAPUR LLP

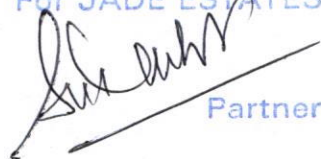

Partner

Any such refund given directly to the Borrower and not to the Loan account of the Borrower shall be treated as breach of this agreement.

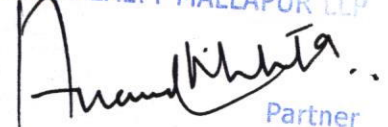
16. Further if the Borrower commits a breach of any of the terms and conditions of this Quadripartite Agreement and any other terms and condition of the loan, the Borrower hereby authorize the BANK to approach the Landowner / Builder for cancellation of Quadripartite Agreement. Upon receipt of such intimation from the BANK, Landowner / Builder shall pay in the manner stipulated in clause 14 hereinabove directly to the BANK for which Borrower have no objection.
17. However, it is further agreed between the Parties that such payment made by the Landowner / Builder directly to the BANK shall not absolve the Borrower from his liability to pay the residual amount, if any, from the outstanding under the Loan.
- That the Borrower agrees that it unconditionally and irrevocable subrogates its right to receive any amount payable by the Landowner / Builder to the Borrower in the event of cancellation in favour of the BANK and that the act of payment by the Landowner / Builder to the BANK under this clause shall amount to a valid discharge of the Landowner / Builder of its obligation to pay the Borrower such cancellation amount.
- Further that the parties agree that the Landowner / Builder shall in no circumstances forfeit any amount over and above the amount equivalent to the Borrowers contribution towards the purchase consideration paid to the Landowner / Builder. Borrower's contribution for the purposes of this clause shall mean and include the difference between the total cost of the residential apartment and the Loan amount as mentioned above.
18. Further, the Landowner / Builder, in the in the event of default of repayment by the Borrower, shall on intimation by the BANK cancel the allotment of the Unit in favour of the Borrower and refund all monies to the BANK directly as specified in the clause 14 of this agreement under intimation to the Borrower. Although the Buyers Agreement allows forfeiture of the earnest money if any, it is agreed by and between the parties here that irrespective of what is mentioned in the Buyers agreement or other agreement at no point in time the amount funded through the BANK shall be subject to such forfeiture and Landowner / Builder has right to forfeit only such amount which is paid by the purchaser(s) only.
19. The Landowner / Builder also confirms and undertakes that it shall submit to the BANK all documents for the Project as requested by the BANK and shall keep the BANK informed of the progress of the project and shall obtain a clearance from the BANK before handing over possession of the respective apartment to the Borrower.
20. The Courts at Hyderabad alone, to the exclusion of all others Courts, shall have the jurisdiction to try and entertain any matter or dispute arising out of or in relation to this agreement.

A. Srinivasan

For JADE ESTATES


Partner

For MODI REALTY MALLAPUR LLP


Partner

SCHEDULE I
(Terms of Agreement)

Sr. No.	Particulars	Details
1.	Place	Secunderbad
2.	Date	11.03.2024
3.	Name and Address of Borrower(s)	Mr. Arumbakam Srinivasan Shravan Kumar son of Mr. Arumbakam Srinivasan aged about 34 years residing at H.no: 9-77/1/19, New 9-701, SV Nagar, Lane Beside SBI, Nagaram, Hyderabad.
4.	Name and Address of Landowner	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 – 500 067.
5.	Name and Address of Builder (s)	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, Soham Mansion, II floor, M. G. Road, Secunderabad – 500 003, represented by its Partner Shri. Anand S Mehta, S/o. Shri Suresh U Mehta
6.	Description of the Project	Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District
7.	Unit Details	E-401, fourth floor
8.	Date of Agreement of Sale	10 th day of January 2024
9.	Loan Amount	Rs. 84,00,000/-

Signed and Delivered by the within-named
Borrower

A. Srinivasan

Signed and Delivered by the within-named
Builder
By the hand of

For JADE ESTATES
[Signature]
Partner

For MODI REALTY MALLAPUR LLP
[Signature]
Partner

Signed and delivered by the within-named
HDFC Bank Limited by the hand of
Mr./Ms. _____
Its _____