



తెలుగుండి తెలంగాణA TELANGANA

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Tran Id: 231213145138192222

Date: 13 DEC 2023, 02:53 PM

Date: 13 DEC 2  
Purchased By:

Purchased By:  
MAHENDAR

MATHEW  
S/o MALL

S/0 MALESH  
R/9 HYD

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

This Quadripartite Agreement is made at Secunderabad on the day of 27<sup>th</sup> March 2024 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 JADE ESTATES

J. R. Ray.

Mr JADE ESTATES  
  
Partner

For MODI REALTY MALLAPUR 113

 Amrit Bhalla  
Partner

WHEREAS:

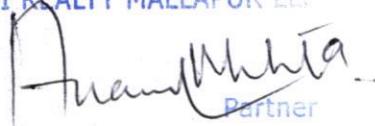
- A. The Land Owner(s) is absolute owner and possessor of the property, more specifically described in the Schedule II hereto, (hereinafter referred to as the "Project Land") and through the Development Agreement cum General Power of Attorney executed between the Land Owner(s) and the Builder, the Land 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 507 on the fifth floor in block 'E' 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 JADE ESTATES



Partner

For MODI REALTY MALLAPUR LLP



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.

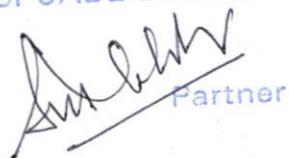
The parties hereto have signed this Quadripartite Agreement in acceptance of all the terms and conditions stated herein above on the day and place aforementioned.

FOR BORROWER:



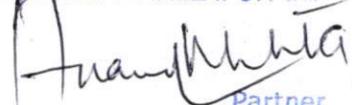
For JADE ESTATES

FOR LAND OWNER(S):

  
Partner

FOR BUILDER/DEVELOPER:

For MODI REALTY MALLAPUR LLP

  
Partner

FOR BANK



B. Description of Scheduled Flat:

All that portion forming a Deluxe flat bearing no. 507 on the Fifth floor in block no. 'E' 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

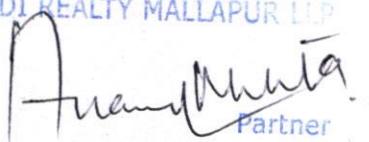
East by: 6' -6" Wide Corridor

West by: Open to Sky

For MODI REALTY MALLAPUR LLP

For JADE ESTATES

  
Partner

  
Anand Bhuta  
Partner

  
J. R. P.

## SCHEDULE I

Details of Quadripartite Agreement

Date: 27.03.2024

Place of execution: Secunderabad

Details of Parties:

Borrowers:

Mrs.Jagadabhi Kavya Sri wife of Mr. Mr P Rama Raju

Land Owner(s):

M/s Jade Estates, 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:

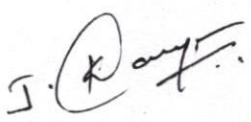
Loan Agreement Date:

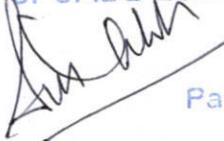
Amount of loan facility: 65,00,000/-

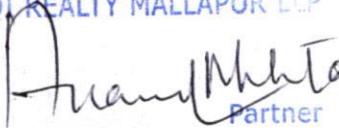
Reference No of Loan Agreement

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

Money deposited towards margin money by the Borrower: Rs.33,50,000/-



For JADE ESTATES  
  
Partner

For MODI REALTY MALLAPUR LLP  
  
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

*S. Ray*

For JADE ESTATES  
  
Partner

For MODI REALTY MALLAPUR LLP

*Anand Natha*  
Partner