भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

S.No. 22866 Date: 20-12-2019
Sold to: MEHUL V. MEHTA
S/o. Late VASANTH U MEHTA
For Whom: SELF

K 950446

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

QUADRIPARTITE AGREEMENT

THIS Agreement is made and executed here at Secunderabad on this 27th day of February 2020 between

Mr. Chaganty Venkata Subba Rao, son of Mr. C. Soma Sundaram aged about 53 years, residing at 23 A, Burlish Avenue, Solihull, B928BF, U.K., (hereinafter called the **"Borrower"** which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives of the First Part and

Shri. Mehul V Mehta, S/o. Vasant U. Mehta, aged 40 years, Occupation: Business, R/o. 21, Bapubagh Colony, Ist Floor, P.G. Road, Secunderabad – 500 003 (hereinafter called the **"Land Owner "** which term so far as the context admits shall mean and include his/her heirs, executors, successors, administrators and legal representatives) of the Second Part

M/s. Modi Properties Private Limited, a Company duly incorporated 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 by its Managing Director, Soham Modi, S/o. Late Satish Modi, aged about 49 years (hereinafter referred to as the **"BUILDER"** which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Third Part

For MODI PROPERTIES PVT. LTD.
Managing Director

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सत्यमेव जयते

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INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

950448

S.No. 22868 Date: 20-12-2019
Sold to: MEHUL V. MEHTA
S/o. Late VASANTH U MEHTA
For Whom: SELF

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

And

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company registered under the Companies Act, 1956 and having its registered office at Raman House, 169 Backbay Reclamation, Mumbai-400 020, and having its branch office at HDFC limited, D. No. 10-50-19/1, 1st & 2nd floor, Soudamini, Waltair Main road, Siripuram, Visakhapatnam - 530003 (hereinafter called "HDFC" which term so far as the context admits, shall mean and include their successors and assigns hereinafter referred to as "HDFC" (which expression shall unless the context otherwise requires, include its successors and permitted assigns). of the Fourth Part

WHEREAS

a) The Land Owner is the absolute owner of the property more specifically mentioned in the Article 1.1 of SCHEDULE – I (hereinafter referred to as the "PROJECT") and vide Registered Development cum General Power of Attorney Doc No. 1941/ 2019 dated 01.04.2019 registered at SRO, Kapra have given the "project" to the builder for construction of residential flats / units as per the terms and conditions mentioned therein.

b) The Borrower has represented that the selection of the Project is of his choice and that he has satisfied himself with regard to the quality of construction of the Project and the Landowners' & Builder's ability for timely completion and on time delivery of the Project;

For MODI PROPERTIES PVT. LTD.

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सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

950449

S.No. 22869 Date: 20-12-2019
Sold to: MEHUL V. MEHTA
S/o. Late VASANTH U MEHTA
For Whom: SELF

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

c) The Builder and the Land Owner confirms that the Flat / unit which is more specifically mentioned in the Article 1.2 of SCHEDULE – I herein(hereinafter referred to as "the Unit") has fallen under the share of the landlord as per the Development cum General Power of Attorney 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 for the purchase of unit in the said Project;

e) The Borrower has approached HDFC for a Loan (details more specifically mentioned in Article 1.3 of SCHEDULE – I) 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 HDFC the said residential apartment 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 HDFC hereinafter;

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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 is the best available, initial and only title document with respect to the Unit as on date of execution of this deed.

h) Based on several representations made by the Borrower and the same being acknowledged and consented to by the Land Owner and Builder, the HDFC sanctioned a loan (details more specifically mentioned in Article 1.4 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) HDFC 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) HDFC 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 HDFC 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 HDFC as the title document for the security interest created in favour of HDFC.

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 HDFC 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 HDFC disbursing full / part the said loan amount to the Landowner.

m) One of the conditions for HDFC 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 HDFC and documents in evidence thereof are delivered/furnished to the HDFC there will be no disbursement pursuant to the Loan Agreement;

n) in consideration of HDFC 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.

2. In consideration of the parties performing their part of obligations, HDFC 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 HDFC shall be subject to the borrower's repayment capacity as assessed by HDFC and shall be secured against the first and exclusive mortgage of the Unit to be acquired in the Project in favour of HDFC, including but not limited to any additional security as may be demanded by HDFC.

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Managing Director

4. The Borrower irrevocably and unconditionally instructs HDFC 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 HDFC 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 HDFC in favour of HDFC in this regard.

6. The Borrower agrees and undertakes that he or she shall not raise any dispute or claim against HDFC 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 flat and it is his responsibility to intimate from time to time about the progress of the construction to HDFC. All the parties to the agreement specifically understand that the role of HDFC 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, HDFC shall intimate the builder / Landowner for cancellation of Agreement and upon such request from HDFC, the builder / Landowner agrees to refund the amounts received from HDFC as per the clause 14 of the tripartite agreement. Further the builder and Landowner agrees to stand guarantee to the amounts received from the HDFC 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 HDFC.

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 HDFC with immediate effect and also agree to forward any other deeds and / or documents that may be executed subsequently relating to the Unit to HDFC.

9. The Landowner, Builder and the Borrower has assured and represents that it has a clear and marketable title to the said flat / 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 flat/ unit. The Borrower further confirms that he has independently verified the said legal and technical evaluation of the said flat / unit before entering into the agreement 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 HDFC before availing of the disbursement from HDFC.

11. The Borrower agrees that if any escalation of the cost to the said unit, he undertakes to pay the same to the Landowner / builder with intimation to HDFC.

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 HDFC, before execution and registration of the said deed.

13. That the original registered sale deed shall be submitted to HDFC directly by the Builder / Landowner to be kept by HDFC 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.

For MODI PROPERTIES PVT. LTD.

Managing Director

14. That if the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by HDFC 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 then the entire amount advanced by HDFC will be refunded by the Landowner / Builder to HDFC 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 HDFC

15. Further if the Borrower commits a breach of any of the terms and conditions of this Tripartite Agreement and any other terms and condition of the loan, the Borrower hereby authorize HDFC to approach the Landowner / builder for cancellation of Tripartite Agreement. Upon receipt of such intimation from HDFC, Landowner / builder shall pay in the manner stipulated in clause 14 hereinabove directly to HDFC for which borrower have no objection.

16. However it is further agreed between the Parties that such payment made by the Landowner / Builder directly to HDFC 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 HDFC and that the act of payment by the Landowner / Builder to HDFC 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.

17. Further, the Landowner / Builder, in the in the event of default of repayment by the borrower, shall on intimation by HDFC cancel the allotment of the unit in favour of the borrower and refund all monies to HDFC 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 HDFC shall be subject to such forfeiture and Landowner / builder has right to forfeit only such amount which is paid by the purchaser(s) only.

18. The Landowner / Builder also confirms and undertakes that it shall submit to HDFC all documents for the Project as requested by HDFC and shall keep HDFC informed of the progress of the project and shall obtain a clearance from HDFC before handing over possession of the respective apartment to the borrower.

19. The Courts at Visakhapatnam 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 .

For MODI PROPERTIES PVT. LTD.

Managing Director

SCHEDULE – I

Article	Particulars	
1.1	Description of the Project	Mayflower Platinum, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District
1.2	a) Sale Agreement Date b) Unit/ Flat Number with Floor details	01.04.2019 A-706, seventh floor
1.3	Loan amount requested	Rs. 45,00,000/-
1.4	Loan Sanctioned	Rs. 45,00,000/-

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of 11,213 sq yds forming a part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District), under S.R.O. Kapra, and bounded by:

North	Railway Track
South	Main Road
East	Open land
West	40' Wide Road

DESCRIPTION OF THE SCHEDULED FLAT:

All that portion forming a Deluxe flat bearing no. 706 on the seventh floor in block 'A' admeasuring 1800 sft. of super built-up area (i.e., 1450 sft. of built-up area & 350 sft. of common area) together with proportionate undivided share of land to the extent of 58.39 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft. 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: 6'-6" wide corridor & Open to sky
South by: Open to sky
East by: Open to sky
West by: Open to sky

Signed and Delivered by the within-named Borrower

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

For MODI PROPERTIES PVT. LTD.

Managing Director

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

Signed and delivered by the within-named Housing Development Finance Corporation Limited by the hand of
Mr./Ms.________________________
Its ___________________________