



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 376246

SI No.....

11736 Date 29/12/2007 100/-

Sold to.....

Mr. Venkatesh

S/o. Pto. W/o.....

Mr. A. Rao

For Whom.....

M/s. Greenwood Estates

K. SATISH KUMAR

S.V.L. No:13/2000, R. No: 26/2000

6-2-30 PREMAVATHIPET (V)

P. C. C. R. DIST.

UNDERTAKING

This Undertaking is made and executed on this the 12th day of January, 2008 at Hyderabad by:

M/s. Greenwood Estates, a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, represented by its Partners/ Authorised representatives Shri. Soham Modi (representing M/s. Modi Housing Pvt. Ltd., in capacity as its Director), Son of Shri. Satish Modi aged about 37 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar 1st Lane, Begumpet, Hyderabad hereinafter referred to as the DEVELOPER.

IN FAVOUR OF

1. Shri. Karnati Bhaskar, S/o. Shri. K. Narsimha, aged about 41 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
2. Shri. K. Gopinath, S/o. Shri. K. Bhaskar aged about 18 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.

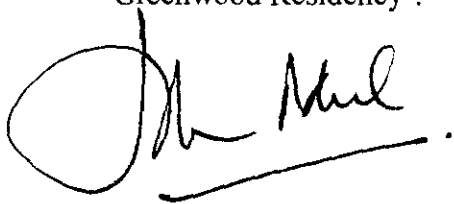
3. Shri. A. Purushotham, S/o. Shri. A. Vittal, aged about 41 years, Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
4. Shri. A. Srinivas, S/o. Shri. A. Vittal, aged about 33 years, Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
5. Shri. Belide Venkatesh, S/o. Shri. Eashwaraiah, aged about 40 years, Occupation Business, Resident of H.No. 1-3-2/c/1, Kisan Nagar, Bhongir, Nalgonda Dist.

Hereinafter referred to as the "OWNERS".

The expressions OWNERS and DEVELOPER shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like.

WHEREAS:

- A. The OWNERS and the DEVELOPER have entered into an Joint Development Agreement dated 13.09.07 in respect of development of the property admeasuring Ac. 6-05 Gts., forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District which is herein after referred to as the SCHEDULED LAND. This Joint Development Agreement is registered with SRO, Vallab Nagar vide document bearing no. 4100/07, dated 13.9.07.
- B. In terms of Joint Development Agreement, the OWNERS and the DEVELOPERS have agreed to share the proposed constructed areas as contained in Clause 11 and Annexure VI to the above referred Joint Development Agreement. The said Annexure VI is enclosed as Annexure A herein.
- C. Broadly the OWNERS shall be entitled to 61 flats aggregating to 88,445 Sft of constructed area along with 4,738_sq yds of undivided share of land in the SCHEDULED LAND. The DEVELOPER shall be entitled to 284 flats aggregating to 4,06,070 Sft of constructed area along with 21,757 sq yds of undivided share of land in the SCHEDULED LAND.
- D. The above referred Joint Development Agreement has vested rights of the OWNERS and of the DEVELOPER to sell their respective shares of flats without any let and hindrance from each other.
- E. As per the terms of the Joint Development Agreement the OWNERS and the DEVELOPER have executed General Power of Attorneys in favour of each other and registered as documents no. 4101/2007 and 4102/2007.
- F. The OWNERS have further executed an un-registered GPA in favour of the DEVELOPER dated 12.01.2008 to enable the DEVELOPER to obtain a loan from a bank or finance company for the purposes of development of the project known as 'Greenwood Residency'.



- G. The DEVELOPER has expressed to the OWNERS that the loan being taken from the bank by way of offering the DEVELOPER'S share of constructed area along with proportionate undivided share of land as primary security and collateral security respectively. Further the bank is not creating any charge on the share of constructed area of the OWNERS along with proportionate undivided share of land. However the bank from which the DEVELOPER is taking loan have specifically directed them to take GPA to mortgage owners share of property this, the DEVELOPER has requested the OWNERS to execute a GAP in their favour nominally only for the purpose of obtaining loan without there being any charge on their property.
- H. The OWNERS have requested the developer to give a undertaking to the DEVELOPER indemnifying the OWNERS from any claims of whatsoever nature from the bank or finance company from which the DEVELOPER proposes to take a loan.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS FOLLOWS:

1. The DEVELOPER hereby undertakes to indemnify and keep indemnified the OWNERS at all times in respect any claims of whatsoever nature from any bank or financial institution from which the DEVELOPER proposes to obtain a loan for the purposes of development of 'Greenwood Residency'. Further the DEVELOPER indemnifies the OWNERS in respect of any loss, expenses and cost to which the OWNERS may be put on account of the DEVELOPER obtaining the loan from a bank or financial institution.
2. The DEVELOPER shall not pledge or create any charge with any bank or financial institution with respect to the OWNERS share of constructed area along with proportionate undivided share of the land for the purposes obtaining a loan for development of 'Greenwood Residency'.

SCHEDULE OF THE LAND

All that portion of the land area to the extent of Ac. 6-05 gts., in Sy. Nos. Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, under S.R.O. Vallab Nagar and bounded by:

NORTH	:	Land in Sy.No. 202
SOUTH	:	Village boundary of Yapral.
EAST	:	Land in Sy. No. 202.
WEST	:	Land in Sy. No. 207 & 212.


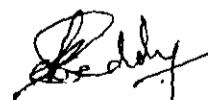
IN WITNESS WHEREOF the Parties hereto have set their hands to this Undertaking out of their own free will and consent on the date first above mentioned in the presence of the following witnesses:

WITNESSES:

1.

2.

M/s. Greenwood Estates

 
Soham Modi Smt. K. Sridevi
Partners / Authorised Representatives