

తెలంగాణ తెలంగాణ TELANGANA

S.No. 15546 Date: 29-06-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK REALTY

K 510303

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

UNDERTAKING (D3)

This Undertaking is made and executed on this the 30th June 2017 at Hyderabad, Telangana, India Jointed By:

Owners:

Name of the Owner: M/s. Silver Oak Realty
(Formerly known as Mehta & Modi Homes).
Address: 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Sec'bad.

Builders: (Incase if it is entrusted to builder)

Name of the Builder : Modi Properties Pvt Ltd
Address : 5-4-187/3&4, II Floor, Soham Mansion,
M. G. Road, Secunderabad – 500 003

Here in after called the parties of the 1st part, which terms shall include their legal heirs' successors, agents, assignees, etc.

Infavour of the Commissioner, GHMC, hereinafter called the parties 2nd party, which term shall include their representatives, agents, officers and staff of the GHMC.

For SILVER OAK REALTY

Partner

For MODI PROPERTIES PVT. LTD.

Managing Director

Whereas the parties of the 1st part have applied for the building permission for the proposed layout cum gated community group housing for construction of residential bungalows in Sy. Nos.11, 12, 14 to 18 & 294 (P) situated at Cherlapally Village, GHMC Kapra Circle, Kapra Mandal, Hyderabad, Medchal Dist in accordance with the provisions of Building Rules – 2012.

Where as the 2nd party imposed the following conditions for grant of the building permission:

That the 1st party shall not deliver the possession of any part of built up area of the above said buildings proposed to be constructed at the above site by way of sale/lease, unless and until occupancy certificate is obtained from the 2nd party by providing all the regular service connections to each portion of the building requires for occupation.

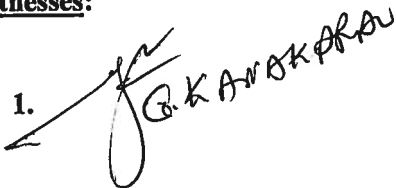
The 1st party in token of accepting the above conditions imposed by 2nd party A. P. Building Rules – 2012 hereby undertakes and assured the 2nd party that,

We will not deliver the possession of any part of the built up area of building constructed by us to any purchaser or tenant unless & until the occupancy certificate is obtained by us from the 2nd party by submitting the following:

- a) Building Completion Certificate issued by the Architect duly certifying that the building is completed as per the sanctioned plan.
- b) Structural stability certificate issued by the structural Engineer duly certifying that the building is structurally safe and the construction is in accordance with the specified designs.
- c) An extract of the site registers containing inspection reports of Site Engineer, Structural Engineer and Architect.
- d) Insurance Policy for the completed building for a minimum period of three years.

We the above named deponents do hereby solemnly affirm and certify that we have voluntarily executed, this undertaking with free will signed on this the 30th June 2017 in presence of the following witness.

Witnesses:

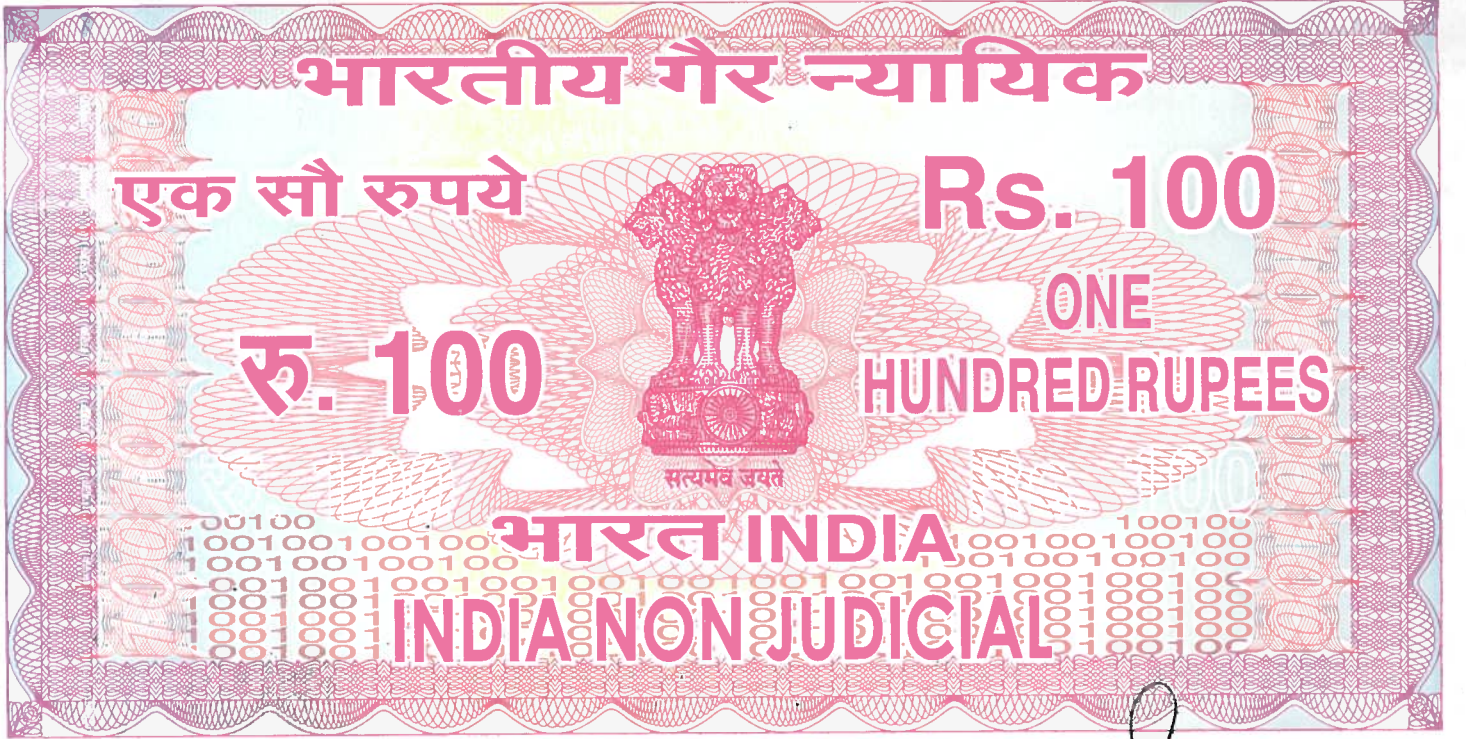
1.  G. K. ANANDKUMAR

2. 

Parties of 1st Part

1.  For SILVER OAK REALTY
Partner

2.  For MODI PROPERTIES PVT. LTD.
Managing Director



తెలంగాణ తెలంగాణ TELANGANA


S.No. 15543 Date: 29-06-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK REALTY

UNDERTAKING--(C1)


K. SATHISH KUMAR
LICENSED STAMP VENDOR
LIC No. 16-05-059/2012,
R.No. 16-05-029/2015
Plot No. 227, Opp. Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

This under taking is executed on this 30th June 2017 at Hyderabad, Andhra Pradesh, India (ULB)
Jointly by :


- | | | |
|-----|---|--|
| I | <u>OWNERS</u> | M/s. Silver Oak Realty (Formerly known as M/s. Mehta & Modi Homes) 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003. |
| II | <u>BUILDERS:</u> (In case it is entrusted to builder) Name of the Builder Address. | Modi Properties Pvt Ltd Represented by Shri. Soham Modi, 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003. |
| III | <u>ARCHITECT:</u> Name of the Architect : Reg. No. Address. | Anand Sagar Licence No. CA/76/2898 Architectural Associates 8-1-383, R. P. Road, Secunderabad – 500 003. |
| IV | <u>STRUCTURAL ENGINEER</u> Name of the Structural Engineer: GHMC Reg. No. Address : | M. Dattatreya Rao 134. Kulkarni Associates, 2 nd Floor, Kubera Towers, Narayanaguda, Hyderabad – 500 029. |

For SILVER OAK REALTY


Partner

For MODI PROPERTIES PVT. LTD.


Managing Director


M. DATTATRI RAO
STRUCTURAL ENGINEER
GHMC. Ls. No.: 134

Herein after called the parties of the 1st part, which terms shall include their legal heirs successors


In favour of the Commissioner, GHMC(ULB) here in after called the 2nd party, which terms shall include, their representatives, agent's officers and stag of the GHMC (ULB).

Whereas the persons 1 & 2 being parties of the 1st party have applied for extension of lay-out cum gated community group housing permission to construct residential bungalows at Sy. Nos.11, 12, 14 to 18 & 294 (P) situated at Cherlapally Village, GHMC Kapra Circle, Kapra Mandal, Hyderabad, Medchal Dist.

Whereas the 2nd party imposed the following conditions for grant of the building permission.

- I) That the 1st party shall employ a site Engineer, who shall maintain a register in which, the site Engineer, Architect and Structural Engineer shall record their comments at regular intervals i.e., at foundation level, and at each roof, slab level, and submit the periodical report to the 2nd party.
- II) That the construction work shall strictly be proceeded with under the supervision of the Architect, Structural Engineer and Site Engineer, without which it shall be treated as construction without permission.
- III) That in case Site Engineer /Structural Engineer /Architect is changed during the course of constructions or the Architect / Structural Engineer /Site Engineer-disassociates themselves with on going project, the fact shall immediately be reported to the 2nd party i.e., with in seven days by registered post/in person along with consent of newly engaged site Engineer/Architect/Structural Engineer.
- IV) That all the parties of the 1st party viz Owners, Builder, Architect, Structural Engineer and Site Engineer shall jointly and severally be held responsible for the structural stability during the building construction.

 Managing Director
 Owner
 Partner
 Architect


M. DATTATRI RAO
 STRUCTURAL ENGINEER
 GHMC. Ls. No.: 134
 Strl Engineer



- V) The 1st party in token of accepting the above conditions imposed by the 2nd party here by under takes and assures that all the above conditions will be strictly adhered too, and if the 1st party commits violation of any of the above conditions, the 2nd party is at liberty to take action deemed fit.

We the above named deponent do hereby solemnly affirm and certify that we have voluntarily executed, this undertaking with free will and signed this 30th June 2017 in presence of the following witness.

Witnesses:

- 1. 
- 2. 

Parties of 1st part.

 Partner
 Managing Director
M. DATTATRI RAO
 STRUCTURAL ENGINEER
 GHMC. Ls. No.: 134

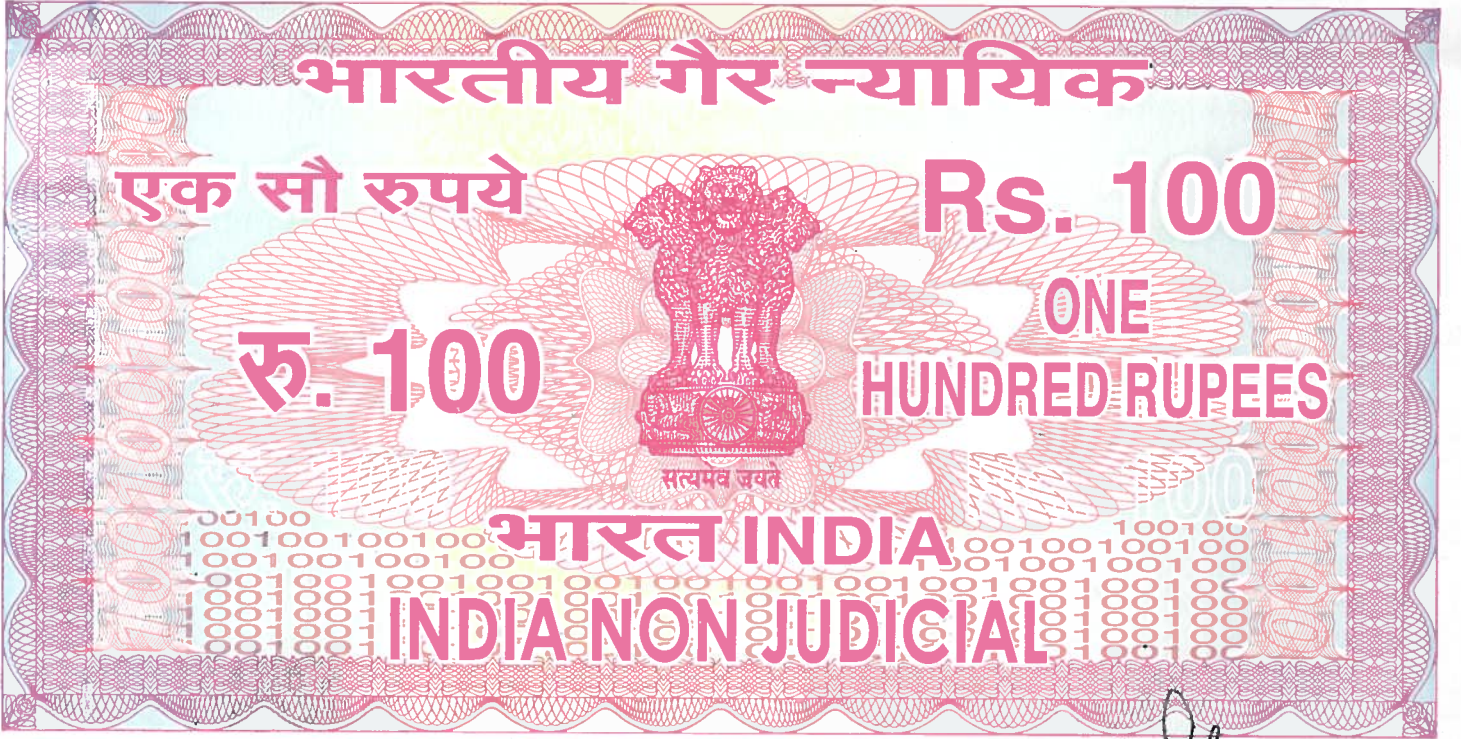
ATTESTED
L. RAMACHARYULU
 LL.P
 ADVOCATE & NOTARY
 Plot No.80, LIC Colony,
 Domalguda, HYDERABAD



3.

Sworn & Signed before me.

Notary.



తెలంగాణ తెలంగాణ TELANGANA

S.No. 15545 Date: 29-06-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK REALTY


K 510302
K.SATISH KUMAR

LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

Declaration – Cum – Undertaking – (D2)

We M/s. Silver Oak Realty a re-constituted registered partnership firm (Formerly known as M/s. Mehta & Modi Homes) vide registration No. 873 of 2003 w.e.f 01.09.2015 having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 do hereby declare and solemnly affirm as follows.

That we are the Owners of the land Sy. Nos. 11, 12, 14 to 18 & 294 (P) situated at Cherlapally Village, GHMC Kapra Circle, Kapra Mandal, Hyderabad, Medchal. Dist admeasuring 6,549.91 sq.mtrs and that we have applied for the lay-out cum group housing permission in 5,579.99 sq.mtrs for construction of residential buildings at the above said premises/site.

That we have entrusted the construction work of the said buildings to M/s. Modi Properties Pvt Ltd (Builder /Construction firm), the details of which are as given below.

Name of the Builder **Modi Properties Pvt Ltd**
Rep. by its Managing Director Mr. Soham Modi

Present/Permanent Address: 5-4-187/3 &4, II Floor, Soham Mansion,
M. G. Road, Secunderabad – 500 003.

Regd No. if any BL/1171/2008 Valid up to 16.10.2018


For SILVER OAK REALTY
Partner


For MODI PROPERTIES PVT LTD.
Managing Director

That we are also jointly and severally responsible along with Builders, Architect, Structural Engineer, and Site Engineer for execution of the building according to sanctioned plan.

That we are fully aware of the provision of G.O.541 MA, dated 17-11-2000 and we undertake to abide by the same.

For SILVER OAK REALTY
Partner
DEPONENT
(Owner)

We Modi Properties Pvt Ltd, being a company represented by the Managing Director Shri. Soham Modi having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 have been entrusted to construct bungalows Sy. Nos.11, 12, 14 to 18 & 294 situated at Cherlapally Village, GHMC Kapra Circle, Kapra Revenue Mandal, Hyderabad, Medchal Dist by the owners Silver Oak Realty.

We hereby undertake to carryout and complete the construction of buildings according to plan sanctioned by GHMC.

We are jointly and severally responsible for the execution of building according to sanctioned plan along with Architect, Structural Engineer, and Site Engineer engaged by us for the purpose of supervision.

We are fully aware of all the provisions of G.O.Ms.No.541 MA, dated 17-11-2000 and hereby undertaking to abide by the same.

Hence this declaration cum under taking.

In witness therefore, we execute this on this the 30th June 2017.

Witness

1.

G. Kambhampati

2.

S. S. S.

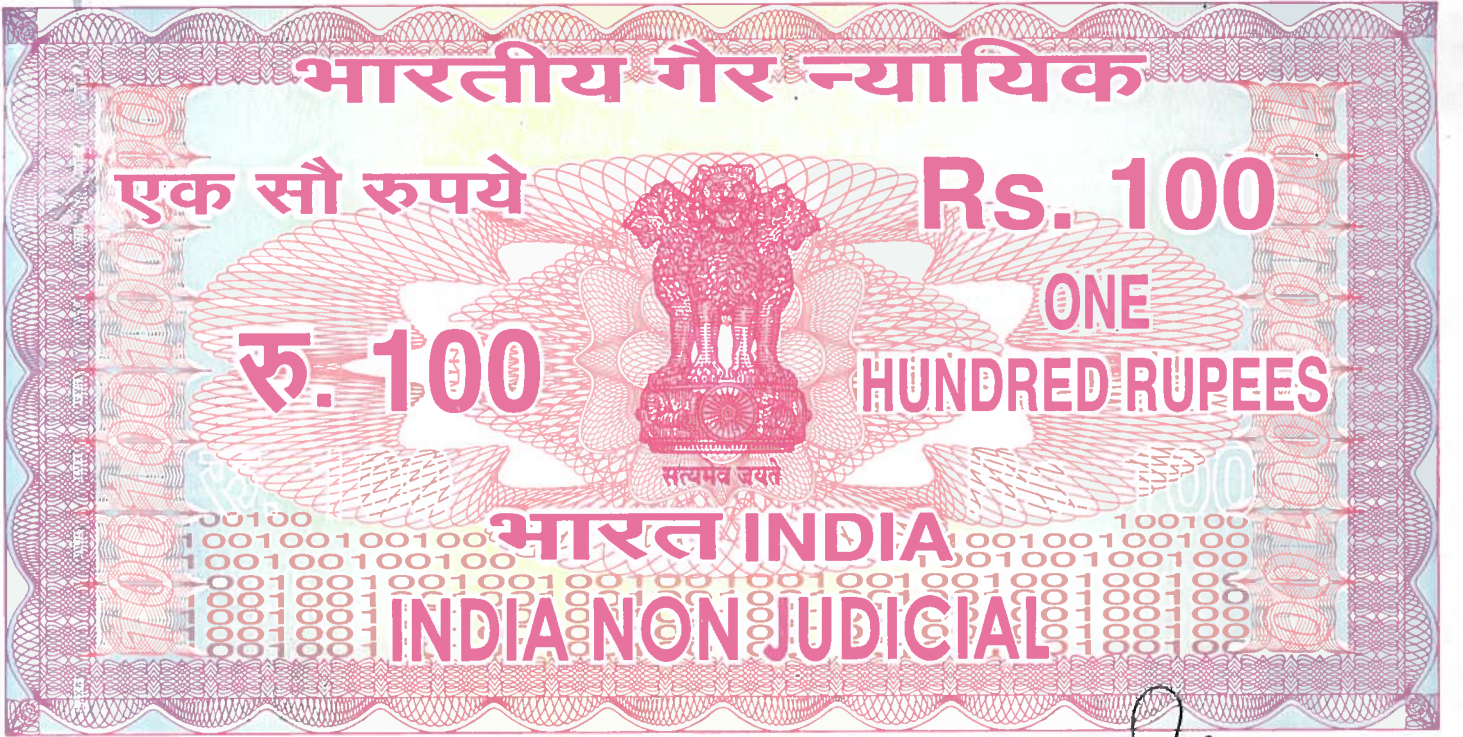
DEPONENT.

For MODI PROPERTIES PVT. LTD.

1. Builder Managing Director

For SILVER OAK REALTY

2. Owner Partner




తెలంగాణ తెలంగాణ TELANGANA

S.No. 15542 Date:29-06-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK REALITY


K. SATISH KUMAR K 510299
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

UNDERTAKING - (B1)

This undertaking is executed on this day 30th June 2017 by

M/s. Silver Oak Realty a registered re-constituted partnership firm (Formerly known as M/s. Mehta & Modi Homes) vide registration No. 873 of 2003 w.e.f 01.09.2015 having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Partner Shri. Soham Modi, Son of Sri Satish Modi herein after called the 1st party which term shall include their Legal heirs, Successors, agents assignees and tenants in favor called the 2nd party which term shall include their representatives agents, officials, staff of GHMC.

WHEREAS, the 1st party has applied to the 2nd Party permission for extension of lay-out cum gated community group housing for construction of residential bungalows in Sy. Nos. 11, 12, 14 to 18 and 294 (P) situated at Cherlapally Village, GHMC Kapra Circle, Kapra Mandal, Hyderabad, Medchal Dist whereas, the 2nd party imposed the following conditions for granting the permission for the building.

- A. PARKING SPACE: The parking space is provided in the Building Cellar/Still floor for parking of vehicles and it should not be converted (or) misused for any other purpose other than parking of vehicles and it should be free from all cross walls/partition wall, and rolling shutters should not be erected at any time in future and 2nd party is at liberty to demolish (or) remove the same without any notice in case, if the 1st party violates the undertaking executed.
- B. BALCONY PROJECTIONS: The balconies shall not be enclosed by converting them as toilets/bathrooms or including into rooms by reducing the mandatory open spaces and if any such construction is made, the same would be removed by 2nd party without giving any notice.

For SILVER OAK REALITY


Partner

- C. PAYMENT OF SPECIAL COLLECTION CHARGES FOR GARBAGE: That the 1st party should pay special collection charges for garbage disposal as prescribed for garbage refuse collection.
- D. PAYMENT OF SPECIAL SANITATION FEE: That the 1st party should pay special sanitation fee for the routine clearing and desilting of storm drain.
- E. STOCKING OF BUILDING MATERIAL & DUMPING OF DEBRIS: That the 1st party should not stock the building material and dump any debris on the road margin/footpath or on GHMC Government land.
- F. NO. OF UNITS: The number of () units permitted should not be increased and building should not be converted into group housing and sold at nay time in future.
- G. PERCOLATION PITS & TERRACE WATER COLLECTION: The paved surface around the building shall be provided with percolation pits of 4'x 4'x 4' covering atleast 30% of such area and provide terrace water collection and open ground as per Para 16 b & c of GO.Ms. 423. M.A. dated 31-07-1998.

THE PARTY IN TOKEN OF ACCEPING THE ABOVE CONDITIONS IMPOSED BY THE 2nd PARTY HEREBY UNDERTAKES THAT:

- (a) The parking space provided in the stilt /cellar for parking of vehicles in the Residential flats/Commercial complex will not be converted (or) misused for any other purpose other than parking and it will be free from any partition walls/cross and rolling shutters will not be provided at any time in future and the 2nd party is at liberty to demolish (or) remove the same if provided without any notice.
- (b) That the balconies will not be converted into toilets, bath & WCs, Staircase landing or convert into rooms, etc., and if any such construction is made the 2nd party is at liberty remove them without any notice.
- (c) That we or Purchaser of the flats will pay the special collection charges for _____.
- (d) That we or Purchaser of the flats will pay the sanitation fees for the routine clearing, desilting of storm water drain on demand from 2nd party.
- (e) That we will not stock the building materials and do not dump debris on the road margin, foot path and on GHMC land and 2nd party is at liberty to remove/seize such material or impose fine on 1st Party.
- (f) The number of () units permitted will not be increased and the building should not be converted into group housing and sold.
- (g) That we will provide percolation pits of size not less than 4' x 4' size in the paved surface of the building, covering atleast 30% of such area and the pits shall be filled with small pebbles or brick jelly or river sand and covered with perforated concrete stables. Further terrace water co. section and open ground will be provided as described in Para (b) & (c) of G.O.Ms.No.423, M.A dared 31-7-1996 depending on the site conditions.

If the 1st party violates any of the above conditions the 2nd party is at liberty in take any action deemed fit.

WITNESS

- 1)
- 2)

VERIFICATIONS:

We, the above named deponent do hereby solemnly affirm and certify that we have voluntarily executed this Affidavit/Undertaking and that its contents and true to the best of my knowledge.

Verified on this the day of 10th June 2017 at Hyderabad.

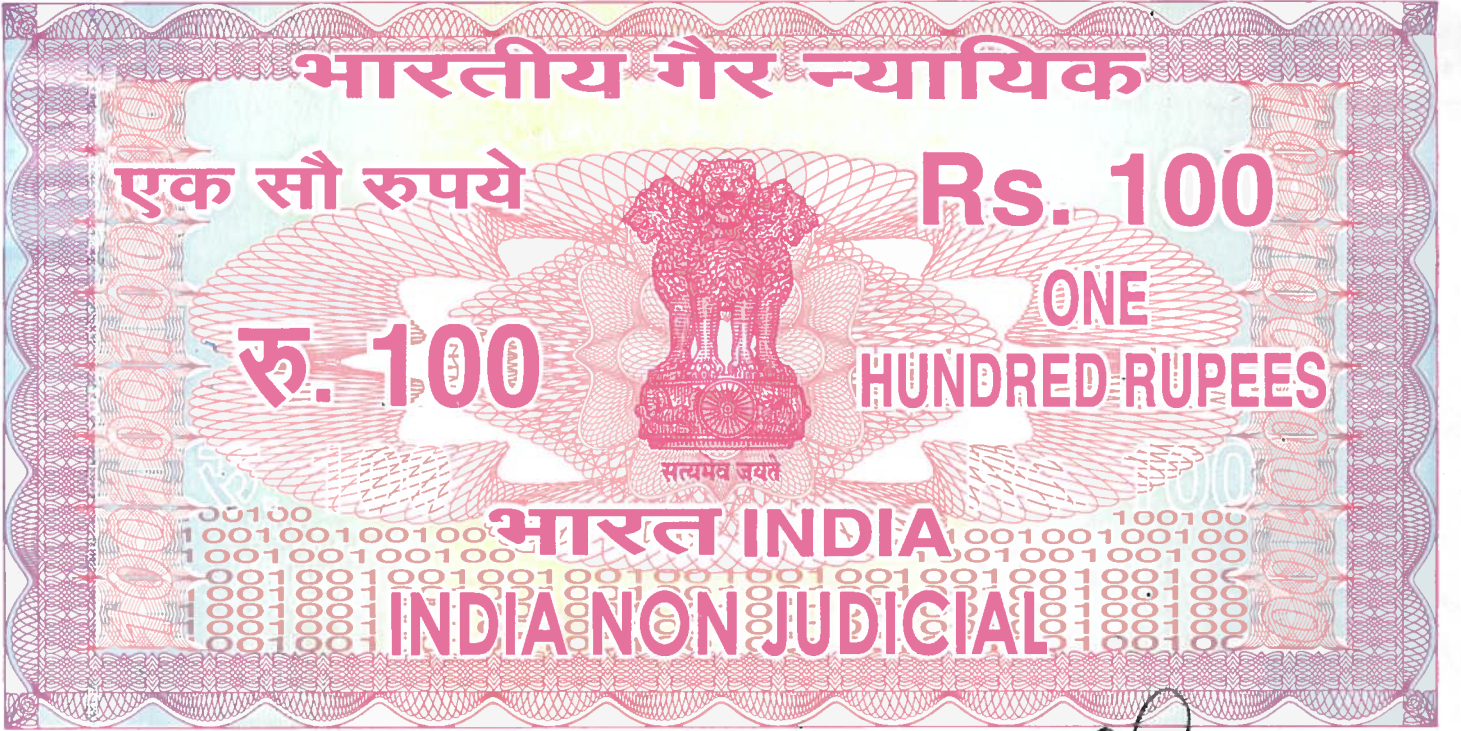
ATTESTED BY: **ADVOCATE & NOTARY**
Plot No.80, LIC Colony,
Domalguda, HYDERABAD

For SILVER OAK REALTY

FIRST PARTY Partner

For SILVER OAK REALTY

DEPONENT Partner



తెలంగాణ తెలంగాణ TELANGANA

S.No. **15544** Date: **29-06-2017**

Sold to: **MAHENDAR**

S/o. **MALLESH**

For Whom: **SILVER OAK REALTY**

K 510301

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

Declaration – Cum – Undertaking – (D1)

We M/s. Silver Oak Realty a re-constituted registered partnership firm (Formerly known as M/s. Mehta & Modi Homes) vide registration No. 873 of 2003 w.e.f 01.09.2015 having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Partner Shri. Soham Modi, Son of Sri Satish Modi do hereby declare and solemnly affirm as follows.

That we are the Owners of the site Sy. Nos. 11, 12, 14 to 18 and 294 (P) situated at Cherlapally Village, GHMC Kapra Circle, Kapra Mandal, Hyderabad, Medchal Dist admeasuring 6,549.91 sq. mtrs. We have applied for extension of lay-out cum group housing permission for construction of residential bungalows in the land area of 6,549.91 sq.mtrs (5,579.99 sq.mtrs is for proposed lay-out cum group housing and 969.92 sq.mtrs is for peripheral road).

That we have given the construction work to M/s. Modi Properties Pvt Ltd (Builder).

We hereby under take that we are solely responsible for execution of the building construction work according to plan sanctioned by GHMC, under the strict supervision of the Architect, Structural Engineer, and Site Engineer Engaged by me/ourselves for the purpose.

Hence this declaration cum under taking.

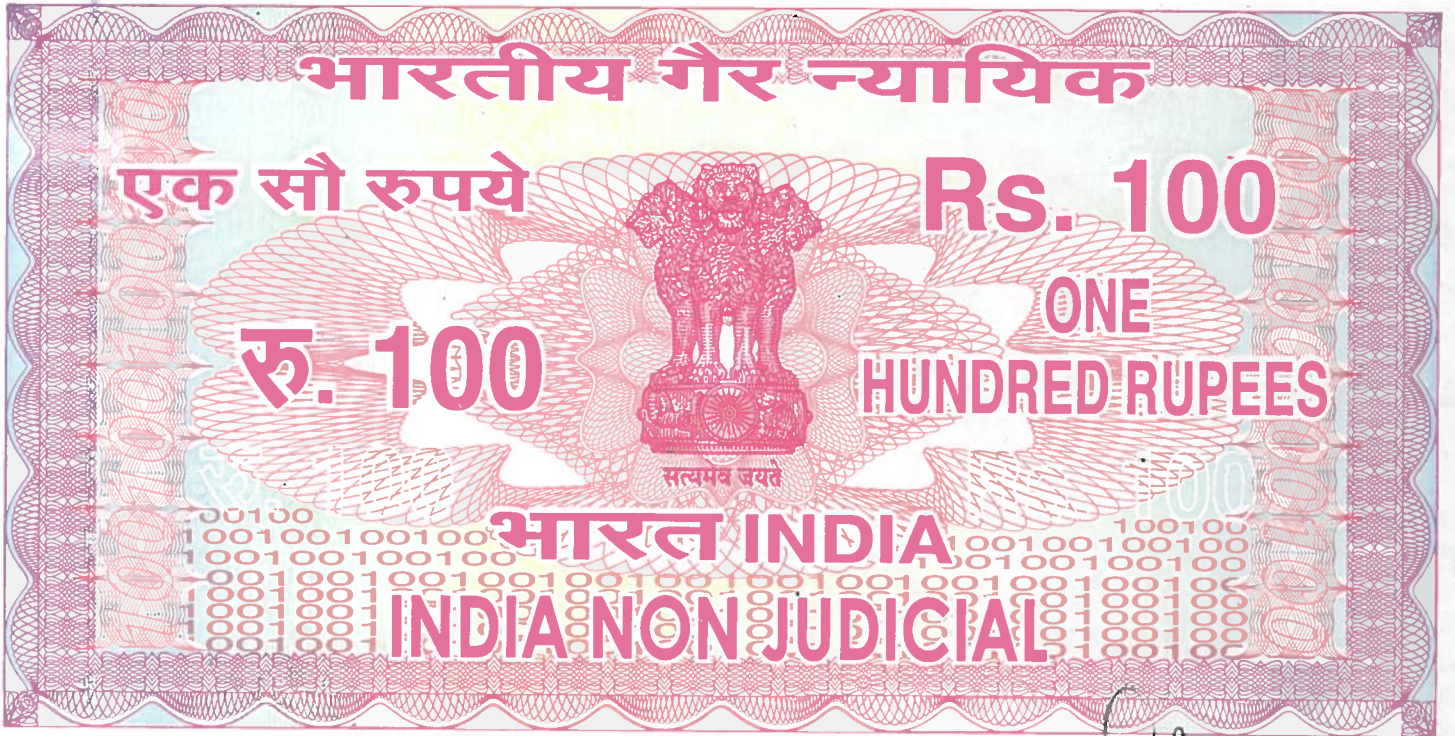
In witness therefore, we execute this on this the 30th June 2017.

WITNESSES:

1. G. KANAKARAM
- 2.

For SILVER OAK REALTY

Partner
DEPONENT



తెలంగాణ తెలంగాణ TELANGANA

K 510298

S.No. 15541 Date: 29-06-2017

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK REALITY

AFFIDAVIT - (A1)

M/s. Silver Oak Realty a registered re-constituted partnership firm (Formerly known as M/s. Mehta & Modi Homes) vide registration No. 873 of 2003 w. e. f 01.09.2015 having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Partner Shri. Soham Modi, Son of Sri Satish Modi do hereby solemnly affirm and state on oath as under:

We submit that we are aware about the provisions contained under A. P. Municipal Law and A. P. Urban Area (Dev) Amendment Act, 1992 i.e., Act No. 7 of 1992.

We are the Owners of the property bearing Sy. Nos. 11, 12, 14 to 18 & 294 situated at Cherlapally Village, GHMC Kapra Circle, Ghatkesar Revenue Mandal, Hyderabad, R. R. Dist admeasuring Ac. 6-18 gts equivalent to 26,102.22 Sq. mtrs. We have submitted attested copy of title deeds of land/building duly attested.

We are within the limits prescribed under the Ceiling Act as per property is not exceeding Ceiling Limits.

We declare that the total extent of land held by me, our spouse or unmarried children does not exceed the ceiling limits.

In the event of any claim set forth by the Competent Authority under the urban land ceiling Act whereby it has been declared that we are holding excess land we shall be solely responsible for the consequences raising there to, and mere grant of permission will not create any legal right in me and we hereby declare that we will surrender such extent, if so declared and acquired without any objection whatsoever either on my behalf or on behalf of my spouse or unmarried children.

It is submitted that we are within the ceiling limits. As per the provisions under Sec. 2(4) (b) we are submitting that affidavit which may be treated as declaration if claiming the real facts as per the provisions of the Act. Hence this affidavit is submitted.



K. RAMACHARYULU
ADVOCATE & NOTARY
Plot No.80, LIC Colony,
Domalguda, HYDERABAD

For SILVER OAK REALTY

NOTARY

DEPONENT

Partner