

తెలంగాణ తెలంగాణ TELANGANA

S.No. 22564 Date:03-12-2018

Sold to: RAMESH

S/o. LATE. NARSING RAO

For Whom: GULMOHAR RESIDENCY AND JADE ESTATES.

**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

**COMMON UNDERTAKING**

This under taking is made and executed on this the 9<sup>th</sup> day of December 2018 at Hyderabad, Telangana, India (ULB) Jointly by :

I **OWNERS:**

M/s. Gulmohar Residency & Jade Estates  
Both are registered partnership firms having its  
Office at Plot No.8, Road No.5, Nacharam Industrial  
Estate, C/o. Dilpreet Tubes, Hyderabad - 076  
represented by its Managing Partner Shri. Sudhir U.  
Mehta S/o. Late Uttamlal Mehta.

II **BUILDERS:**

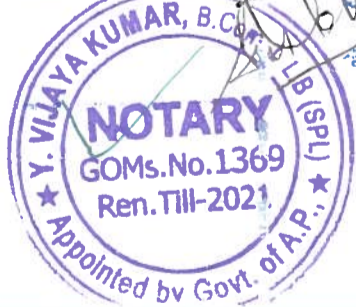
(In case it is entrusted to builder)  
Name of the Builder  
Address.

**Modi Properties Pvt Ltd**  
5-4-187/3 &4, II Floor, Soham Mansion,  
M. G. Road, Secunderabad – 500 003.  
Represented by its Managing Director  
Shri. Soham Modi S/o. Late Shri. Satish Modi.  
Builder License No. BL/1171/2008  
Valid upto 16.10.2023.

For GULMOHAR RESIDENCY

For JADF ESTATES

For MODI PROPERTIES PVT. LTD.



Sudhir U. Mehta  
Partner

Soham Modi  
Managing Director

ABDUL NAYEEM NASIR  
CA/90/12947

ZAKI AHMED  
STRUCTURAL ENGINEER  
LICENCE NO.47

III **ARCHITECT:**

Name of the Architect :  
Reg. No.  
Address.

Nasir Aziz  
Licence No. CA/90/12947  
Span Pride  
# 28' 1<sup>st</sup> Main, 7<sup>th</sup> Cross, Central Excise  
HBC Lay-out, Bhoopsandra, Sanjay Nagar Post,  
Bangalore – 560094

IV **STRUCTURAL ENGINEER**

Name of the Structural Engineer:  
GHMC Reg. No.  
Address

: Zaki Ahmed  
: 47/Strl Engg/TP10/GHMC Valid up to 31.03.2019  
: Zaki Associates,  
: # 3-6-10, 4<sup>th</sup> Floor, Anasuya Comm. Complex,  
: Liberty Junction, Himayat Nagar  
: Hyderabad – 500 029.

ZAKI AHMED  
STRUCTURAL ENGINEER  
LICENCE NO.47

Herein after called the parties of the 1<sup>st</sup> part, which terms shall include their legal heirs successors, agents, assignees etc.

**In favour** of the Commissioner, GHMC(ULB) here in after called the 2<sup>nd</sup> party, which terms shall include, their representatives, agents officers and staff of the GHMC (ULB).

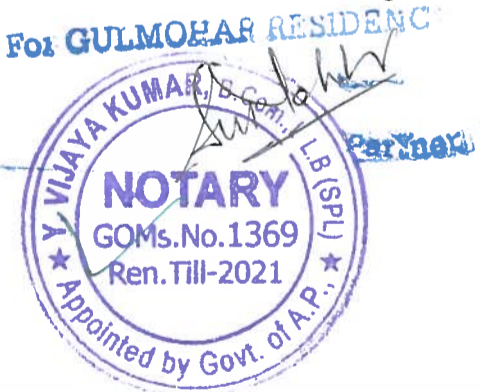
Whereas the persons 1 & 2 being parties of the 1<sup>st</sup> party have applied for residential group housing building permission for the proposed construction of residential apartments consisting Two basements, Ground + Five upper Floors in the land bearing part of Sy. No. 19 situated at Mallapur Village, GHMC Kapra Circle, Uppal Mandal, Hyderabad, Medchal Malkazgiri Dist.

Whereas the 2<sup>nd</sup> party imposed the certain conditions, mentioned below for grant of the building permission and the 1<sup>st</sup> party in token of accepting the said conditions hereby undertake that.

I. **Road Widening:**

The Land and the existing structures are getting effected in road widening throughout the frontage of the plot admeasuring 404.48 Sq. mtrs should be surrendered to the Commissioner, GHMC(ULB) for road widening before releasing the approved plan free of cost without claiming any compensation towards the land and the structures existing on the road widening site.

That the First Party hereby undertake that they are herewith handing over the physical possession of the said strip of land to the Commissioner, GHMC(ULB) on this the 9<sup>th</sup> day of December 2018 at free of cost before commencing the construction without claiming any compensation towards land and structures. The above undertaking is executed by me with free will and due consciousness for having obtained permission for the construction of residential group housing in the land bearing part of Sy. No.19, situated at Mallapur, GHMC Kapra Circle, Uppal Mandal, Medchal Malkazgiri District, Telangana.



For JADF ESTATES

Partner

For MSDI PROPERTIES PVT. LTD.

Managing Director

ABDUL NAYEEM NASIR  
CA/90/12947

ZAKI AHMED  
STRUCTURAL ENGINEER  
LICENCE NO.47



**II. Execution of the construction work by Owners/Builder:**

- a. That we are taking up the construction of the said building by ourselves and that we are not entrusting the work to any builder or any other person.

We hereby undertake that we are solely responsible for execution of the building construction work according to plan sanctioned by the Commissioner, GHMC (ULB) under the strict supervision of the Architect, Structural Engineer and the Site Engineer engaged by ourselves for the purpose.

(OR)

- b. That we have entrusted the Construction of the said building to M/s. Modi Properties Pvt Ltd Builder/Construction Firm, the details of which are as given below:

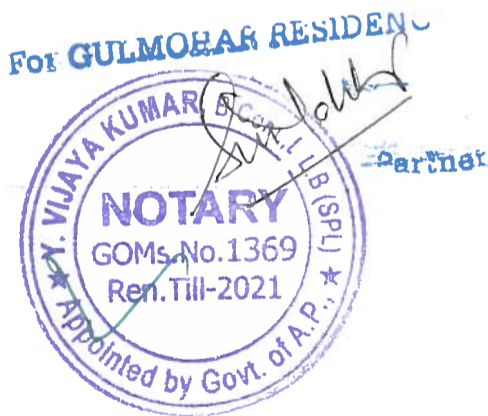
Name of the Builder/Construction Firm	: Modi Properties Pvt Ltd
Represented by	: Mr. Soham Modi – Managing Director
Present Address	: 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003.
Permanent Address	: Same as above
Registration No. if any	: BL/1171/2008 Valid upto 16.10.2023

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

**III. Not to deliver Possession:**

That the 1<sup>st</sup> Party shall not deliver the possession of any part of the built up area of building constructed by us to any Purchaser or tenant unless and until the Occupancy Certificate is obtained by us from this 2<sup>nd</sup> Party by submitting the following:

- Building Completion Notice issued by the Architect duly certifying that the building is completed as per the sanctioned plan.
- 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.
- An extract of the site registers containing inspection reports of Site Engineer, Structural Engineer and Architect.
- Insurance Policy for the completed building for a minimum period of three years.



For JADF ESTATES

Partner

For MODI PROPERTIES PVT. LTD.

Managing Director

ABDUL NAYEEM NASIR  
CA/90/12947

ZAKI AHMED  
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LICENCE NO.47

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**IV. Employing of qualified technical personnel:**

That the Owner 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 2<sup>nd</sup> Party.

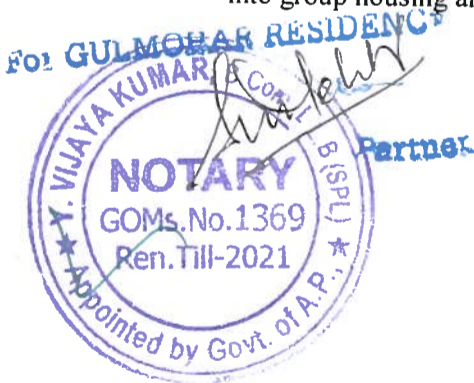
That the construction work shall strictly be proceeded with under the supervision of the Architect, Structural Engineer and Site Engineer, without which it shall be treated as construction without permission.

That in case Site Engineer/Structural Engineer/Architect is changed during the course of construction or the Architect/Structural Engineer/Site Engineer disassociates themselves with ongoing project, the fact shall immediately be reported to the 2<sup>nd</sup> party i.e., within seven days by registered post / in person along with consent of newly engaged site engineer/Architect /Structural Engineer.

That all the parties of the 1<sup>st</sup> part viz., Owner, Builder, Architect, Structural Engineer and Site Engineer shall jointly and severally be held responsible for the structural stability during the building construction.

**V. Complying of the General conditions:**

- a. That 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 2<sup>nd</sup> 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 2<sup>nd</sup> party is at liberty remove them without any notice.
- c. That we or Purchaser of the flats will pay the special collection charges for the garbage disposal as prescribed for garbage refuse collection on demand from 2<sup>nd</sup> Party.
- d. That we or Purchaser of the flats will pay the special sanitation fees for the routine clearing, desilting of storm water drain on demand from 2<sup>nd</sup> party.
- e. That we will not stock the building materials and do not dump debris on the road margin, foot-path and on Municipal Land and the 2<sup>nd</sup> party is at liberty to remove /seize such material or impose fine on 1<sup>st</sup> party.
- f. The number of units permitted will not be increased and the building should not be converted into group housing and sold.



For JADE ESTATES  
Partner

For MODI PROPERTIES  
Managing Director

ABDUL NAYEEM NASIH,  
GA/90/12947

ZAKI AHMED  
STRUCTURAL ENGINEER  
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- g. That we will provide percolation pits of size not less than 4' x 4' x 4' size in the paved surface of the building, converting at least 30% of such area and the pits shall be filled with small pebbles or brick jelly or river sand and covered with perforated concrete slabs. Further terrace water collection and open ground will be provided depending on the site conditions.

**VI. Quality of material/ workmanship and supervision as per NBC:**

We hereby certify that the erection, re-erection of material, alteration, demolition in/of building premises in part of Sy. No. 19, Mallapur Village, GHMC Kapra Circle, Uppal Mandal, Medchal Malkazgiri District, Telangana shall be carried out under the supervision and further we certify that all designs, constructions and the materials (type and grade and workmanship) of the work shall be generally in accordance with the general and detailed specifications submitted along with and as per standards specified by the National Building Code and Bureau of Indian Standards and that the work shall be carried out according to the sanctioned plan.

We, the undersigned are held responsible for structural and other safety of the building during construction and after completion. This structural design including Geo-Technical aspects shall be in accordance with the National Building Code of India. All materials and workmanship shall be a good quality confirming to the Bureau of Indian Standards Specifications and codes. Accordingly, the Commissioner, GHMC (ULB) can be processed for the legal action if any such structural failures occur during or after the construction.

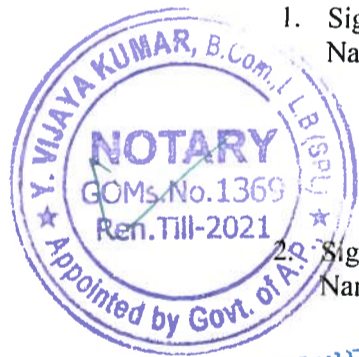
The 1<sup>st</sup> Party in token of accepting the above conditions imposed by the 2<sup>nd</sup> party hereby undertakes and assures that all the above conditions will be strictly adhered to, and if the 1<sup>st</sup> party commits violations of any of the above conditions, the 2<sup>nd</sup> party is at liberty to take action deemed fit.

We the above named deponent do solemnly affirm and certify that we have voluntarily executed this under takings with free will and signed on this the 9<sup>th</sup> day of December 2018 in presence of the following witnesses:

- 1. Signature of the Site Engineer  
Name and Address with Regn.

*Shri.*  
CA. Sridhar  
5-4-187/3&4  
2nd floor, Soham mansion  
M.G. Road, Sec'bad.

- 2. Signature of the Architect  
Name and Address with Regn.



For GULMOHAR RESIDENCY

*Signature*

Partner

For JADE ESTATES

*Signature*  
Partner

ZAKI AHMED  
STRUCTURAL ENGINEER  
LICENCE NO.47

ABDUL NAYEEM NASHI  
GA/90/12947

For MODI PROPERTIES PVT. LTD.

*Signature*  
Managing Director

3. Signature of the Structural Engineer  
Name and Address with Regn.

**ZAKI AHMED**  
**STRUCTURAL ENGINEER**  
For MODIPROPERTIES PVT. LTD.  
Managing Director

4. Signature of the Builder/Contractor  
Name and Address with Regn.

**FOR GULMOHAR RESIDENCE**  
Partner

5. Signature of the Land Owner  
Name and Address

**FOR JADF ESTATES**  
Partner

Witnesses:

1. *[Signature]*

2. *A. Sambasudhan*

**ABDUL NAYEEM NASIB**  
GA/90/12947

Sworn & signed before me

Notary.

*[Signature]*

**ATTESTED**

**Y VIJAYA KUMAR**  
B.Com., LL.B(SPL)  
ADVOCATE & NOTARY  
Meghana Residence, F.No.104,  
Vaninagar, Malkajgiri,  
Secunderabad, HYDERABAD-47  
25-085570570 2206555 (SR)

