



తెలంగాణ తెలంగాణ TELANGANA

S.No. 6109 Date: 09-06-2015

Sold to: KAMESH

S/o. NARASING RAO

For Whom: NILGIRI ESTATES

321333

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

LETTER OF UNDERTAKING

This Letter of Undertaking is made at Hyderabad and on the 07th day of August 2015, as set out in the schedule to the Undertaking between Borrower, more particularly described and set out in the schedule to this Undertaking of the first part and Builder more particularly described in the schedule to this Undertaking of the second part and ICICI Bank Ltd, incorporated under the Companies Act, 1956, having its registered office at Land mark, Race course circle, Vadodara and a branch office at ICICI Bank Towers, Wall Street Plaza, Street No 1, Begumpet, Hyderabad - 16, hereinafter called ICICI Bank Ltd of the third part.

The expression Borrower and ICICI Bank Ltd shall unless repugnant to the context mean and include administrators, executors, liquidators, partners, proprietors, legal heirs, representatives, agents and assigns etc.

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

(Signature)
Jus

Whereas:

1. The Builder is inter-alia a builder engaged in the construction and / or sale of villas and is developing residential villas at such place as stipulated in the Schedule, hereinafter referred to as Premises.
2. The Borrower is desirous of purchasing a villa in the Premises and for the said purpose has entered into an agreement to sell with the Builder and has deposited an initial amount as stipulated in the schedule.
3. The Borrower has also deposited an amount stipulated in the schedule, being the margin money towards part payment of the sale consideration of such amount as stipulated in the Schedule. The Borrower has, for the balance amount been sanctioned a loan vide offer letter dated day of of such date as stipulated in the Schedule from ICICI Bank Ltd.
4. The ICICI Bank Ltd. shall pay the loan, upon a demand being raised by borrower on basis of a Builder Demand letter and conditions agreed to between the parties to this agreement.
5. Whereas the execution, registration and taking delivery of the registered sale deed for being deposited with ICICI Bank Ltd involve considerable amount of time, as such the Borrower and Builder have requested ICICI Bank Ltd to release the sanctioned loan.
6. ICICI Bank Ltd having agreed to the said offer, the Borrower, Builder and ICICI Bank Ltd agree and covenant with each other as follows:
 - ICICI Bank Ltd will release the payment on the terms and conditions agreed by the all three parties in the agreement.
 - The Builder undertakes to provide the Original Sale Deed or Original Registration Receipt within a period not exceeding 30 days from the date of final disbursement.
 - The Borrower and Builder undertake the responsibility to register the property and ensure the deposition of the Sale Deed / Registration Receipts & Endorsement from Registrar with ICICI Bank Ltd.

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Authorised Rep. SOHAM MODI

A. J. Shobhitha
[Signature]

Now this agreement witness as follows:

- a) The ICICI Bank Ltd shall pay the entire loan amount towards sale consideration of the property, upon a demand being raised by the Borrower on the basis of a demand letter from the Builder.
- b) It is agreed between the parties that ICICI Bank Ltd should make the disbursement directly to the Builder and such disbursement shall be considered as disbursement made to the Borrower.
- c) It is agreed between the parties that the Builder shall intimate the factum of the completion of the flat to ICICI Bank Ltd. Upon such intimation the Builder undertakes to execute the necessary sale deed and till that time, the builder shall retain the possession of the villa as a trustee for an on behalf of ICICI Bank Ltd.
- d) It is agreed and understood between the parties that till such time the registered sale deed is executed in favor of the Borrower, the Builder shall not hand over vacant and peaceful possession of the villa to the Borrower.
- e) The Borrower shall not cancel the allotment/booking/allocation of the flat made to the Borrower without obtaining a 'No Objection Certificate' from the ICICI Bank Ltd in this regard.
- f) In the event, the Borrower cancels his allotment/booking/allocation of the said villa or in the event of ICICI Bank Ltd canceling his allotment/booking/allocation of the said villa on behalf of the Borrower, by virtue of the power of attorney executed by the Borrower in its favor, the Builder undertakes to refund the entire amount (loan facility together with any interest due) to ICICI Bank Ltd. ICICI Bank Ltd shall after deducting all the outstanding amounts refund the surplus, if any, to the Borrower.
- g) If the Builder does not execute the Sale Deed in favour of the Borrower within 30 days from the date of final disbursement for whatever reason or in an event of litigation affecting the property, the Builder shall promptly and immediately refund all monies paid by ICICI Bank Ltd together with interest at the rate of 24% p.a.
- h) 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.

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Authorised Rep. SOHAM MODI

A. J. Shalunthala
Just

- i) The parties unequivocally agree that they waive off their rights to sue or be sued in respect of any matter, claim or dispute arising out of in any way relating to this agreement, at all places other than the Branch office of ICICI Bank Ltd from where the loan was disbursed.
- j) In case of default on the loan taken by borrower before submission of sale deed to ICICI Bank Limited, the builder can terminate the allotment in the name of the borrower on specific request from ICICI Bank Limited. ICICI bank Limited will have first charge on amounts paid to the builder including the own contribution.
- k) In the event that the allotment/booking/allocation of the said villa is cancelled due to any reason, the Builder and the Borrower shall jointly and severally indemnify and keep indemnified ICICI Bank 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 and whether paid by ICICI Bank howsoever in relation thereto.

l)

The Borrower declares that the agreement was duly read and understood by him prior to affixing signatures hereunder.

Borrower

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

For Nilgiri Estates &
Modi & Modi Constructions
Authorised Rep. SOHAM MODI

A. S. Sharma
Joshi

Borrower

Builder

ICICI Bank Ltd

(Through authorized signatory) (Through authorized signatory)

SCHEDULE TO THE AGREEMENT

Place: Hyderabad.

Date: 07th day of August 2015

Amount of Loan facility: Rs. ~~30,00,000/-~~ 28,00,000/-

Name of the Borrower (s): Mr. Sreenivas Meenakshi Sundaram, son of Mr. Anantha Rao Sreenivas,

And Mrs. A. J. Shakunthala, wife of Mr. Sreenivas Meenakshi Sundaram

Address of the Borrower: H. No. 13-88A, Flat No. 405, Manisha Towers, Yadav Nagar, Malkajgiri, Hyderabad - 500 047

Name of the Builder: **NILGIRI ESTATES**

Address of the Builder: 5-4-187/3&4, IInd FLOOR, SOHAM MANSION, M.G. ROAD, SECUNDERABAD

Status of Builder: Partnership concern

Telephone/Fax/E-mail of the Builder: 040- 6633551- Fax 040-27544058

EMAIL ID::info@modiproperties.com

Premises where the construction of the villas is being carried out by the Builder "NILGIRI ESTATE", forming a part of land in Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District.

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

Allotment / Booking / Allocation of Flat/Villa no: 28

Money deposited towards margin money by the Borrower: Rs. 2,25,000/-

Allotment letter date: 26th day of June 2015

Borrower/s

Builder
(Through authorized signatory)

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Modi & Modi Constructions
Authorized Rep. SOHAM MODI

A. J. Shakunthala
Sundaram