

Phone No:
Sold To/Issued To:
Soham Satish Modi
For Whom/ID Proof:
Self

भारत INDIA
INDIA NON JUDICIAL
SMT. B. PADMALATHA
SYL NO 16 02 34/2011
H.NO 2-3-1064/26
TILAK NAGAR, HALLAKHUNTA
HYDERABAD-500044
TELANGANA
3815609



OCT-28-2022 21:04:13

₹ 0000100/-
ZERO ZERO ZERO ZERO ONE ZERO ZERO
Agreement
38156091666991063517-00026940
3815609 19/2013

PR 3

DECLARATION CUM UNDERTAKING

The AXIS Bank Ltd. Rac,

Rawangudi,

SEUNGERABAD

This Declaration cum Undertaking made by such persons more particularly described in the Schedule hereto (hereinafter referred to as the "Borrower").

The Borrower does hereby solemnly declare and state as follows:

1. I/WE am/are the owner(s) of the premises situated as specified in the Schedule, (hereinafter called "premises") and I/WE am duly authorised to execute this Undertaking. The Undertaking so made by me shall be binding and enforceable on me and my heirs, successors and permitted assigns.
2. I/WE say that I/WE have entered into a Leave and Licence Agreement/Lease Deed/Tenancy Agreement with such lessees/ tenants (as per Annexure 1 attached hereto and hereinafter referred to as the "Lease Agreement"), wherein I/WE have given on Leave and Licence/Lease /Tenancy basis the above said premises owned by me/us.
3. I/WE say that pursuant to the said Agreement, the lessees/ tenants have to pay license fees/ Rentals/Compensation/Receivables on monthly/_____ basis to me after deduction of TDS, if any, as applicable (hereinafter referred to as "Receivables" and as per Annexure 1 attached hereto).
4. I/WE say that I/WE have been sanctioned a loan more particularly described in the Schedule hereto (hereinafter referred to as "the loan") by the AXIS Bank Ltd. through its Branch more particularly described in the Schedule hereto on the terms and conditions contained in the Loan Agreement and Sanction more particularly described in the Schedule hereto (hereinafter collectively referred to as the "Loan Agreement")
5. I/WE say that in terms of the said Loan Agreement I/WE have agreed to repay the said loan from the said monthly Receivables due from the Lessees.
6. ***I/WE confirm :
Having entered into a tripartite agreement with the Lessee and the Bank and undertake to adhere to the terms and conditions contained therein. //OR//
Having obtained a letters of acceptance from the lessee(s) in the manner prescribed by the

For SD **SDMKJ REALTY PVT LTD**

DIRECTOR

***Tick the relevant box.

7. By this Letter, I/WE hereby authorize the Bank to set off/ adjust the said Receivables due to me in terms of the Loan Agreement i.e. the net of taxes and other charges and credited into the designated account opened with the Bank towards the loan repayment. This declaration cum undertaking shall remain irrevocable and shall be in force till such time the entire said loan is repaid by me/us to the Bank.
8. I/WE further undertake to remit the balance of amount due towards the loan repayment, if in case the said Receivables are insufficient to meet the loan repayment.
9. The said set off /adjustment by the Bank shall be a valid discharge by the Bank in terms of the Loan Agreement.
10. I/WE say and confirm that the said Receivables due to me/us under the said Lease Agreement is free from any charge, encumbrance, lis pendens or any other third party interest.
11. I/WE say and undertake that the said receivables by way of Licence/Lease fees shall at all times be kept free from any charge, encumbrance and I/WE further undertake not to assign the same to any third party till all the dues of the Bank are paid.
12. I/We undertake that I/We shall ensure that no modification shall be made in the Lease Agreement without the written prior permission of the Bank.
13. I/WE undertake that in the event of premature termination of tenure of the Lease, the Bank shall be intimated forthwith. Further I/We shall ensure forthwith and /or arrange to give the said premises on leave and license basis to any third party and securitize the lease rentals to the Bank and shall ensure that the new lessee will be bound on the same terms and conditions of the existing Lease Agreement, to pay the lease receivables directly to the Bank and shall obtain such documents and undertaking as may be required and or demanded by the Bank. In the event, I/We is/are not able to get a new Lessee for the premises then, I/We undertake to repay the entire outstanding dues to either repay the entire outstanding dues forthwith to the Bank.
14. I/WE undertake that I/WE shall do all acts, deeds and things necessary, if any required by the Bank, from time to time, to give effect to the above adjustment of said Receivables towards the dues of the Bank.
15. I/WE also agree and undertake to give such declarations, undertakings and other writings as may be required by the Bank, their Advocates and Solicitors and satisfactorily comply with all other requirements submitted by or on behalf of the Bank.
16. I/WE am not aware of any act, deed, matter or thing or circumstances, which prevents the Bank from adjusting its dues against the lease rentals as above.

AND I/WE make the aforesaid declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof, the Bank has agreed to sanction the loan to me/us for the purpose as aforesaid mentioned.

Solemnly affirmed at This day at _____

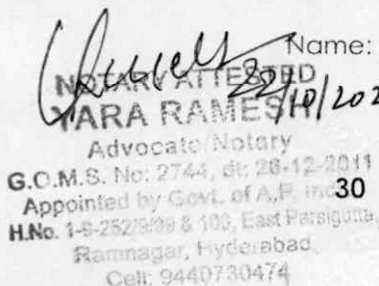
For SDNMKJ REALTY PVT LTD

Signature : _____

Name : _____

DIRECTOR

BEFORE ME (Seal) NOTARY PUBLIC


NOTARY ATTESTED
JARA RAMESH
Advocate/Notary
G.O.M.S. No: 2744, dt: 28-12-2011
Appointed by Govt. of A.P. on 30
H.No. 1-8-252/9/99 & 100, East Parsigutta,
Ramnagar, Hyderabad.
Cell: 9440730474