

BUILDER AFFIDAVIT

Sri Gaurang Mody s/o Shri Jayantilal aged
about years, residing at 5-4-187/346 11 Floor M.G.
Road, Secunderabad do hereby solemnly affirm and
state as follows:

1. I am the sole and absolute owner of Property bearing
No. Flat No. 212, 2nd floor Shri. Murali
Path (V) Shamir pet in Madhamaikarthy
Hyderabad
2. We are Swearing to this affidavit with sound state of mind as such are
well acquainted with the facts and circumstances of this affidavit.
3. That we state and declare that we are using quality material and
builder that building.
4. We confirm and declare that what all stated above are true and correct
to the best of our knowledge.

Sworn an signed before me
On this 20th October, 2016
At Hyderabad.

For MODI REALTY GENOME VALLEY LLP

Authorized Representative

DEPONENT

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INDEMNITY FOR DEVIATION

STAMP

This Deed of Undertaking is executed on this the day of
..... 200 by :

1. Mr/Mrs D. Balu Koteswara Rao S/o, W/o Ranga Rao aged
about Years, Occupation Employee and
Mr/Mrs Rupa Lavanya S/o, W/o Balu Koteswara Rao aged
about Years, Occupation
both residents of H.No. Fladpole - A-106 Teevan Badag Ch.H. Bangalore
Karnataka

(hereinafter referred to as the party of the first part which term unless repugnant to the context shall mean and include his heirs, successors, assigns, legal representatives nominees etc.)

1. M/s represented by its Managing Director/ Partner
Mr S/o
Aged about with its registered office situated at
.....
.....

(hereinafter referred to as the party of the Second part which term unless repugnant to the context shall mean and include his heirs, successors, assignees, legal representatives nominess etc.)

LIC Housing Finance Limited, a Company having its Corporate Office in Bombay and represented by the Area Manager, at hereinafter referred to as "LICHFL" which term unless -repugnant to the context shall mean and include its successors, assignees, legal representatives, nominees etc.,

Whereas the party of the first part has agreed to purchase the Flat No./ H.No in the Building known (more fully described in the schedule of property) which is presently under construction and has entrusted the work construction to the party of the second part.

Whereas the LICHFL has offered to advance a loan to the party of the first part to acquire the above flat together with undivided share in land.

[Signature]

[Signature]

Signature of the FIRST PART/
Applicant(s)

[Signature]

[Signature]

Signature of the Borrower/s

For MODI REALTY GENOME VALLEY LLP

Authorized Representative

Signature of the SECOND PART
(Builder/ vender)

NOW THIS DEED OF UNDERTAKING WITNESSETH AS UNDER :

1. That the party of the first part and party of the second part hereby undertake to construct in the schedule property strictly in accordance with the plan sanctioned by the Municipal Corporation of _____ & Other Competent Town Planning and Municipal authorities and not to deviate in any form of manner from the sanctioned plans and
2. That in case, owing to any reason whatsoever, and deviations have to be made, such deviations shall be carried out only after duly obtaining the sanction/permission of competent authorities.
3. That in case, any deviations have been made out of compulsion or necessity or any reasons whatsoever without obtaining the prior sanction/permission of the competent authorities, the party of the first part and the second part that they shall obtain the necessary sanctions / or notifications for all such deviations from the competent authority as expeditious as possible and submit the sanctions/permissions so obtained to the party of the third part at their office.
4. That in case any loss or damage is caused to the party of the third part (LICHFL) on account of violations of this agreement of undertaking or non-performance of any of its provisions, the party of the first part and party of the second part shall indemnify the party of the third part. The quantum of indemnity payable shall be decided by the part of the third part which shall be binding on the other two parties.
5. That it is clearly and specifically agreed that the parties of the first part and the second part are jointly and severally responsible for due performance of all provisions of this undertaking.
6. That in all matters relating to this deed of undertaking, the decision of the party of the third part (LICHFL) is final and binding on the other two Parties.

All the premises assigned No. of the proposed building
Flat No. 212-2nd floor SXP 0131 at Bloomdax Roway
 plot no Murahari Pany. hui. Shamir Pet. hui admeasuring about
 Sq. yds. (Equivalent to 1 Medchal malkaigiri Idit Sq. Mtrs.) having a total built-up area of Sq. Ft inclusive of all common areas.

In witness here of the above mentioned parties of the first and second parts have hereto signed at on the day of month and year first above mentioned.

Witness :

Name and Address :

1. 
 2. 

PARTY OF THE FIRST PART

Applicant(s)

For MODI REALTY GENOME VALLEY LLP

Signature of the

PARTY OF THE SECOND PART

Authorized Representative
 Builder/Vender



ADDITIONAL DOCUMENTATION KIT

Application / File No. _____

Loan A/c. No. 7007250000040

Name of Applicants Balakrishna Rao & Rupalakshmi

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MARGIN MONEY RECEIPT

I / We have received by way of Cash an amount of Rs. /-
(Rupees

..... (Only) and by way of cheques the following amounts.

Sl. No.	Cheque No.	Cheque Date	Bank Name	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				
6.				

totaling (Cash & cheques) to Rs.

(Rupees

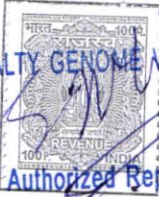
..... (from

..... towards advance amount for

Flat/House No. 212 Floor, 2nd Plot No.

Survey No 31 Bloomdale Residency murahari Pany, lui

Shamir Pet lui medchal malkajgiri distt Hyderabad

For MODI REALTY GENOME VALLEY LLP
7 
Authorized Representative

Name & Address

Vendor / Builder Signature

To,

The Area Manager,
LIC Housing Finance Ltd.,

Office :

Dear Sir,

I / We have sold my property situated

at Flat No:- 212. 2nd Floor. Swo:- 31. Bloomdale Residency
Murabari Pally (vi) Shamir Pet In, Medchal Malkajgiri
Dist: Hyderabad

to Mr. / Mrs. Balakoteswara Rao

who has availed housing loan from your organization vide loan application no 700/2500000240

I have received an amount of Rs. _____ /- (Rupees _____)

_____ only) by way of
Cash and Cheques as per Margin Money Receipt and I confirm that I have followed all Know
Your Customer (KYC) norms (like verifying the photo id card and residence proof of the buyers
etc.,) while receiving the margin money.

For MODI REALTY GENOME VALLEY LLP

Vendor / Builder

Authorized Representative
(Signature with details)

Date

Place Hyderabad

I hereby confirm the genuineness of MMR receipts

Area Manager

(Source of Margin Money)

To,

The Area Manager,
LIC Housing Finance Ltd.,
Office :

Sub : Source of Margin Money
Ref. : File No. 7001250000040

Dear Sir,

I/We D. Raja Koteswara Rao & Rupa Lavany had applied for
a housing loan in LIC Housing Finance Ltd., and got sanctioned Rs. 20,00,000/-
(Rupees Twenty Lacs only

only)
for the property situated at Flat No. 212-2nd floor Sydoli 31 Bloomdale Housing
Murahori Paly 1st Shamir Pet 1st medical malkajgiri 1st

The Source of Margin Money is

from my saving
from my saving

and I paid the amount to the builder by way of

Cash Rs. _____

Cheque Rs. _____

kindly consider the same and do the needful

Date

Place : Hyderabad

Thanking you,
Yours faithfully

D. Raja Koteswara Rao
& D. Rupa Lavany
Signature of Borrowers
(Name & Address)

To,

Dear Sir,

Re: - Application for allotment of Apartment / Flat no. _____ in your project

Flat No: 212, 2nd floor, Bloomdale Residency, Murahani, Pawate Road, Thane

I / We have booked an Apartment / Flat in your project named Bloomdale Residency
 _____ coming up at Flat No 212 2nd floor, Murahani, Pawate Road, Thane
 under the _____ payment plan. We had applied to M/s. LIC
 Housing Finance Ltd for a housing loan for making the payment to your company.

LICHFL has agreed to the above request of ours and will be releasing the loan amount of
 Rs. 20,00,000/- directly to _____ by way of cheques
 / drafts in favour of _____

I / We would request you to kindly do the following :

- A. Note the lien of LICHFL on the captioned property.
- B. Forward the original sale deed of the property as and when registered in our favour, directly to LICHFL.

In the event of cancellation of the allotment of above flat for any reason whatsoever, by your company, the refund due to us from you after forfeiture of earnest money or any other dues should be directly paid to LICHFL. The amount so refunded by the company shall be utilized by LICHFL for first settlement of my loan amount i.e. loan, interest, along with other dues as per LICHFL loan agreement and the balance amount if any will be refunded to me by the said LICHFL. themselves.

Date _____

Place: Thane

[Signature]
 Thanking you,

Yours faithfully

S.D. 19.2.2014
 Buyers

To,
The Area Manager
LIC Housing Finance Ltd.,
Office :

Re: File no. 7001250000040 Application for allotment by sale of Residential
Apartment / Flat No. 212 in project Murahari Panj

Dear Sir,

This is to inform you that I have booked an apartment with Bloodared
situated at Plot No. 212, 2nd Floor, Murahari Panj in Shomir Pet 1
under the installment scheme for making the payment to _____

_____ I have been sanctioned a housing loan by LICHFL

I confirm to LICHFL the following :

1. I have fully read and understood the terms and conditions of the application for allotment by sale of residential apartment in _____ under the installment scheme as mentioned in the aforesaid application for allotment issued by _____ And the flat buyer agreement executed by _____ with us.
2. On my request, LICHFL, has sanctioned a loan of Rs. 20,00,000/- which shall be disbursed in lump sum / installment to _____ duly authorized to do so by me, to enable me to make the payment on the due date to _____ under the installment scheme.
3. I am aware of the fact that the necessary permissions and approvals from the concerned authorities have been availed and LICHFL shall not be held responsible for any delay or deferment of the said project at any subsequent date.
4. Notwithstanding to any subsequent changes in the schedule of construction of the project by _____ or any delay or deferment of the said project for any reason what so ever I shall continue to pay the monthly installments / interest regularly to LICHFL.

[Signature]
Yours faithfully

Date

Place :

[Signature]
Borrower (s)

To,
LIC Housing Finance Ltd.,

Re: Application of allotment of apartment /
flat no 212 in 2nd Floor
project at Murahari Palya / Shamirpet / Hyderabad

Dear Sir,

We confirm that Mr. / Mrs. D. Balakoteswara Rao
s/o. Ranga Rao
resident of Flat: A-106 Teeran Radda LIC GPS Rajalaxmi
Kosimataky has booked an
apartment/flat in our project Flat: 212 2nd Floor Murahari Palya /
Hyderabad under installment linked payment plan.

The party has paid Rs. _____ so far to the company. The above party
has informed that they have approached LICHFL, for a housing loan to enable them to make the
full payment to _____ it is
understood that the loan amount will be disbursed by you directly to the company by cheque/
draft drawn in favour of _____ and the
same shall be forwarded to us by LICHFL.

On receipt of the same we undertake to do the following.

- A. We shall note the lien of LICHFL on the captioned property being acquired by the party.
- B. The sale deed for the said apartment shall be sent directly to LICHFL by the company as
and when it is registered, under intimation to the party.

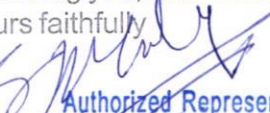
As already agreed by the party, in the event of cancellation of the allotment of the apartment by
the company for what so ever reasons, the company shall refund all amounts received over and
above the earnest money and other dues which are forfeitable as per the terms and conditions
of the agreement, directly to LICHFL and there after LICHFL shall release their lien on the above
said flat / apartment.

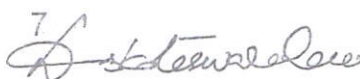
Date

Place :

For MODI REALTY GENOME VALLEY LLP

Yours faithfully

7 
Authorized Representative
Authorized Signatory

7 

To,
LIC Housing Finance Ltd.,

Annexure APF 9

Sub : Permission to mortgage, etc.

Dear Sir,

This is to confirm that we have sold Flat No. 212 2nd floor in the building called _____ situated at Mirahar Panchayat Shamirpet to Mr./Mrs. Bala Koteshwara Rao for a total consideration of Rs. 24,00,000/- under an agreement dated _____

We confirm that we have obtained necessary permissions/approvals/sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the flat is in accordance with the approved plans. We have not made any subdivisions in the flat after the plans have been approved by the Municipal Corporation. The flat is meant for residential purpose as per the sanctioned plan.

We assure you that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear, legal and marketable title to the said property and every part thereof.

We are aware that the said Mr./Mrs. Bala Koteshwara Rao has approached LICHFL for purchasing / acquiring the said flat and that you have agreed to sanction / grant loan to Mr./Ms. Bala Koteshwara Rao to purchase / Acquire the above flat and that Mr. Mrs. Bala Koteshwara Rao has agreed to create the security of the said flat in your favour for the said loan.

We have no objection to your giving a loan to the above buyer/s and his/her/their mortgaging the said flat to you by way of security for repayment, notwithstanding anything to the contrary contained in the said agreement. We hereby agree to note your charge in our books in respect of the said flat and Mr. Ms. Bala Koteshwara Rao will not be permitted to cancel, transfer, assign, sell off or in any other way/manner deal with the said flat pre judicial to the interest of LICHFL, without the prior written consent of LICHFL.

We also undertake to inform and give proper notice to the co-operative housing society as and when formed, about the flat being so executed.

We have noted LIC Housing Finance Ltd.'s lien on the property. We undertake that as soon as the registration formalities are completed, we will send registered deed for the property to LICHFL directly.

Date _____

Place : _____

For MODI REALTY GENOME VALLEY LLP
Yours faithfully

7

Authorized Representative

Name and Signature of the Authorized Person

TELANGANA, India, do hereby solemnly affirm and state on oath as follows :-

- Sworn and signed before me on this _____ day of _____ 201_____ at _____, TELANGANA.

Authorized Representative
DEPONENTS

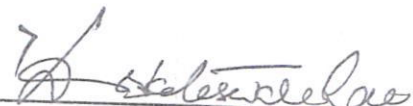
PENSION AFFIDAVIT

Affix
Rs. 20
Special
Adhesive
Stamp

I D. Balakoteswara Rao aged _____ Years and residing at
Door No. Flat No. A-106, Jeevan Radha Lincorling Bangalore
hereby solemnly and sincerely affirm on oath and state as follows.

1. I have been sanctioned a housing loan of Rs. 200,000/- (Rs. Twenty Lacs
only only) by LIC Housing Finance Ltd.
on the property Situated at Flat No. 212, 2nd Floor Bloomdale Aseem
Moharshi Park Hyderabad on the basis of the representation herein and also
earlier in our Application Reference no. _____
2. I have requested for a repayment term beyond my Service and the same has been
accepted only on my undertaking to pay _____ % of the outstanding loan
at the time of retirement.
3. I also undertake to inform you if there is any change in my retirement, due to VRS scheme
or any other reason whatsoever, well in advance.
4. I further undertake to pay _____ to _____ of loan outstanding at
the time of retirement of my employment from my retirement / terminal benefit failing
which I hereby authorize you to recall the entire loan along with interest, additional interest,
and other amounts, if any, after giving me a notice of 30 days.
5. The loan is sanctioned on the basis of my Pension Income of Rs. _____ p.m.
I understand that the loan is sanctioned on the basis of my receiving the same Pension
amount for _____ years. **(Loan based on Pension)**
6. I undertake not to Commute Pension of Portion thereof during the existence of the Loan.

Place :


SIGNATURE OF THE APPLICANT

Date :

SIGNED IN MY PRESENCE NOTARY PUBLIC