



తెలంగాణ తేలంగానా TELANGANA

SL. No. 126 Date: 28/3/19 190

300 W. Vishal Goel S/o. Sunderlal Goel
For Whom Self R/o. Hyd.

M. Umarani R 998892

M. UMARANI
Stamp Vendor
License No. 16-06-010/2019
1-8-535/2, Old Patigadda
Sec-bad - 03, Ph: 9032186364

COMMON UNDERTAKING

This common undertaking is made and executed on this 15th day of March 2019 at Hyderabad Metropolitan Development Authority (HMDA), Hyderabad Jointly by:

I. Owners:

1. Mr. Vishal Goel S/o. Sunderlal Goel aged
2. Mrs. Shivani Goel W/o. Shri. Vishal Goel
both are residents of Flat No. 302, Vista Apartments, Road No. 12, Banjara Hills, Hyderabad – 500 034.

II. Builders: (In case 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.

License No:

BL/1171/2008 valid up to 16.10.2023.

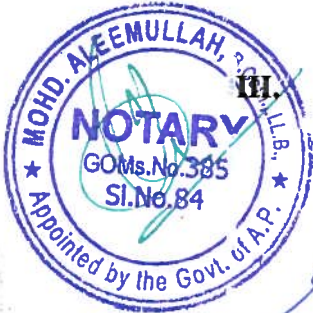
III. Licensed Architect:

Name:

G. Renuka,

Municipal Reg. No/COA

CA/2005/35888, Address: Flat No. 205,
2nd Floor, Opp: DAV Public School,
Road No.14, Banjara Hills, Hyderabad - 034.



For MODI PROPERTIES PVT. LTD.

Managing Director

RAJESH K. RAO
Structural Engineer
Licence No. 65/TP10/GHMC/2008
KOVURI CONSULTANTS
12-12-174, Seetharamaiah, Secbad

Renuka

S. RENUKA

COUNCIL OF ARCHITECTURE
Regn. No: CA/2005/35888

For Renuka

IV. Structural Engineer:

Name of the Structural Engineer:
Municipal Reg. No.

K. Muralidhar
65/Strl. Engineer/TP10/GHMC
Valid up to 31.03.2019
12-12-174, Ravindra Nagar,
Seethaphalmandi, Secunderabad.

Address:

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

INFAVOUR OF

The Metropolitan Commissioner, Hyderabad Metropolitan Development Authority (HMDA), here in after called the 2nd party, which terms shall include, their representatives, agents, officers and staff of the Hyderabad Metropolitan Development Authority (HMDA).

Whereas the persons 1 & 2 being parties of the 1st party have applied for the building permission for the proposed construction of residential building consisting of stilt plus five upper floors in Plot No.22/P, 23, 24, 35, 36 and 37/P, in Sy. Nos. 1, 16, 17 & 19/1 situated at Muraharipally Village, Yadaram Grampanchayat, Shamirpet Mandal, Medchal District, Telangana.

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

I. Road Widening:

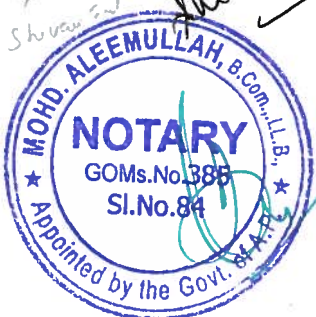
The land and the existing structures are/is getting effected in road widening throughout the frontage of the plot admeasuring NIL Sq. mts should be surrendered to the Hyderabad Metropolitan Development Authority (HMDA) for road widening before releasing the approved plan free of cost without claiming 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 Metropolitan Commissioner, Hyderabad Metropolitan Development Authority (HMDA) on this day of 15th March 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 / commercial building in Plot No.22/P, 23, 24, 35, 36 and 37/P bearing Sy. Nos. 1, 16, 17 & 19/1 situated at Muraharipally Village, Yadaram Grampanchayat, Shamirpet Mandal, Medchal District, Telangana.

For MODI PROPERTIES PVT. LTD.

Managing Director

S. RENUKA

COUNCIL OF ARCHITECTURE
Regn. No:CA/2005/35888



K. MURALIDHAR
Structural Engineer
Licence.No.65/TP10/GHMC/2008
KOVURI CONSULTANTS
12-12-174, Seethaphalmandi, Sec'bad.

II. Execution of the construction work by owners / builder:

- (a) That I am / we are taking up the construction of the said building by myself / ourselves and that I am / we are not entrusting the work to any builder or any other person. I / We hereby under take that I am / We are solely responsible for execution of the building construction work according to plan sanctioned by Hyderabad Metropolitan Development Authority (HMDA), under the strict supervision of the Architect, Structural Engineer, and Site Engineer engaged by me / ourselves for the purpose.

(OR)

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

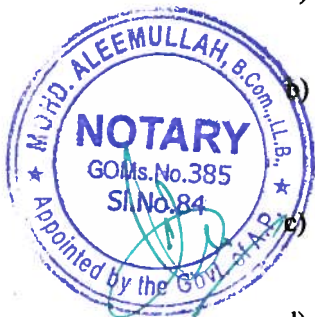
Name of the Builder/
Construction Firm: Modi Properties Pvt Ltd
Represented by : Soham Modi, Managing Director.
Present Address : 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road,
Secunderabad – 500 003, Telangana.
Permanent Address : Same as Above
Regd. No. if any : BL/1171/08 valid up to 16.10.2023

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

III. Not to deliver possession:

That the 1st 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 & until the occupancy certificate is obtained by us from this 2nd party by submitting the following:

- a) Building Completion Notice 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



For MODI PROPERTIES PVT. LTD.

Managing Director

K. MURALIDHAR
Structural Engineer

Licence No. AS/1219 dated 07/03/2003
KCV
12-12-1

S. RENUKA

COUNCIL OF ARCHITECTURE
Rean. No: CA/2005/35888

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 2nd 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 2nd 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 1st 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 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 / shops etc., will pay the special collection charges for the garbage disposal as prescribed for garbage refuse collection on demand from 2nd party.

That we or Purchaser of the flats / shops etc., will pay the special sanitation fees for the routine clearing, desilting of storm water drain on demand from 2nd party.

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 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.

For MODI PROPERTIES PVT. LTD.

Managing Director

K. MURALIDHAR
Structural Engineer

Licence.No.65/78
KOVUR
12-12-174

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Regn. No:CA/2005/35888

- 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, covering at least 30% of such area and the pits shall be filed 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:

I/We hereby certify that the erection, re-erection of material, alteration, demolition in/of building premises in Plot No. 22/P, 23, 24, 35, 36 and 37/P, in Sy. Nos. 1, 16, 17 & 19/1 situated at Muraharipally Village, Yadaram Grampanchayat, Shamirpet Mandal, Medchal 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. The 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 Metropolitan Commissioner, Hyderabad Metropolitan Development Authority (HMDA) can processed for the legal action if any such structural failures occur during or after the construction.

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

We the above named deponent do hereby solemnly affirm and certify that we have voluntarily executed this under takings with free will and signed on this 15th day of March 2019 in presence of the following witness:



Signature of the Site Engineer
Name and Address with Regn. :

Mrs. D. Jayapradha
H. No. 6-1-503/18, New CIB Quarters,
Khairatabad, Hyderabad – 500 004.

2) Signature of the Architect
Name and Address with Regn. :

For MODI PROPERTIES PVT. LTD.

Managing Director

G. Renuka
CA/2005/35888
Flat No. 205, 2nd Floor,
Opp: DAV Public School,
Road No.14, Banjara Hills,
Hyderabad - 500 034.

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Regn. No: CA/2005/35888

K. MURALIDHAR
Structural Engineer

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KOVURI CONSULTANTS
12-12-174, Seelabharani, Hyderabad

