भारतीय गैर न्यायिक

भारत

पचास रुपये

FIFTY RUPEES

रु.50

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

H 737973

S.No. 14294 Date:02-08-2018

Sold to:MAHENDAR

S/o.MALLESH

For Whom: B & C 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

## LETTER OF UNDERTAKING

This Letter of Undertaking is made at Secunderabad on the 17th day of August 2018 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 branch office at ICICI Bank Towers, Financial Dist., Plot No: 12, Gachibowli, Hyderabad -500032, 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 B & C ESTATES

Partner

For B&C ESTATES

Partner

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For B & C ESTATES

Partner

For B&C ESTATES

Partner

Now this agreement witness as follows:

1. The ICICI Bank Ltd shall provide 90% of the entire loan amount towards sale consideration of the property, pursuant to the execution of this Letter of Undertaking and upon a demand being raised by the Borrower on the basis of a demand letter from the Builder. The remaining 10% of the aforesaid loan amount shall be disbursed after the registration / receipt of the sale deed.

2. 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.

3. It is agreed between the parties that the Builder shall intimate the factum of the completion of the flat to ICIC 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 flat as a trustee for an on behalf of ICICI Bank Ltd.

4. 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 flat to the Borrower.

5. 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.

6. In the event, the Borrower cancels his allotment/booking/allocation of the said flat or in the event of ICICI Bank Ltd canceling his allotment/booking/allocation of the said flat 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 after deducting the cancellation charges from the Borrower's own contribution as per the terms & conditions mentioned on the Agreement to Sell to ICICI Bank Ltd. ICICI Bank Ltd shall after deducting all the outstanding amounts refund the surplus, if any, to the Borrower.

7. If the Builder does not execute the Sale Deed in favour of the Borrower or in an event of litigation affecting the property, the Builder shall promptly and immediately refund all monies disbursed to the Builder by ICICI Bank Ltd.

For B & C ESTATES

Partner

Borrower

Builder
(Through authorized signatory)

ICICI Bank Ltd
((Through authorized signatory)

For B&C ESTATES

Partner

7. 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 ICIC Bank Ltd within 7 days of such change.

8. The parties unequivocally agree that they waiver 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.

9. 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.

10. In the event that the allotment/booking/allocation of the said flat 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.

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

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 B & C ESTATES

Partner

Borrower

Builder
(Through authorized signatory)

ICICI Bank Ltd
(Through authorized signatory)

For B&C ESTATES

Partner

**SCHEDULE TO THE AGREEMENT**

Place: Hyderabad

Date: 17.08.2018

Amount of loan facility: 26,50,000/-

Name of the Borrower (s): Mr. Vivek Shankar Singh, son of Mr. Vijay Shankar Singh

Address of the Borrower: H. No.4-1-8/G1, Sri Sai Residency, Snehapuri Colony,Nacharam, Hyderabad - 500076

Name of the Builder: **B&C Estates**

Address of the Builder: 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003

Status of Builder: 'A' category

Telephone/Fax/E-mail of the builder: 040-66335551

Premises where the construction of the flats is being carried out by the Builder: Mayflower Grande at Survey no. 2/1/1, 183, 184, 190 & 191, situated at Mallapur village, Uppal Mandal, Ranga Reddy District.

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

Allotment/Booking/Allocation of Flat no: E-906

Money deposited towards margin money by the Borrower Rs.33,75,000/-

Allotment letter date: 20.04.2017

For B & C ESTATES

Partner

| Borrower | Builder (Through authorized signatory) | ICICI Bank Ltd (Through authorized signatory) |
|---|---|---|

For B&C ESTATES

Partner