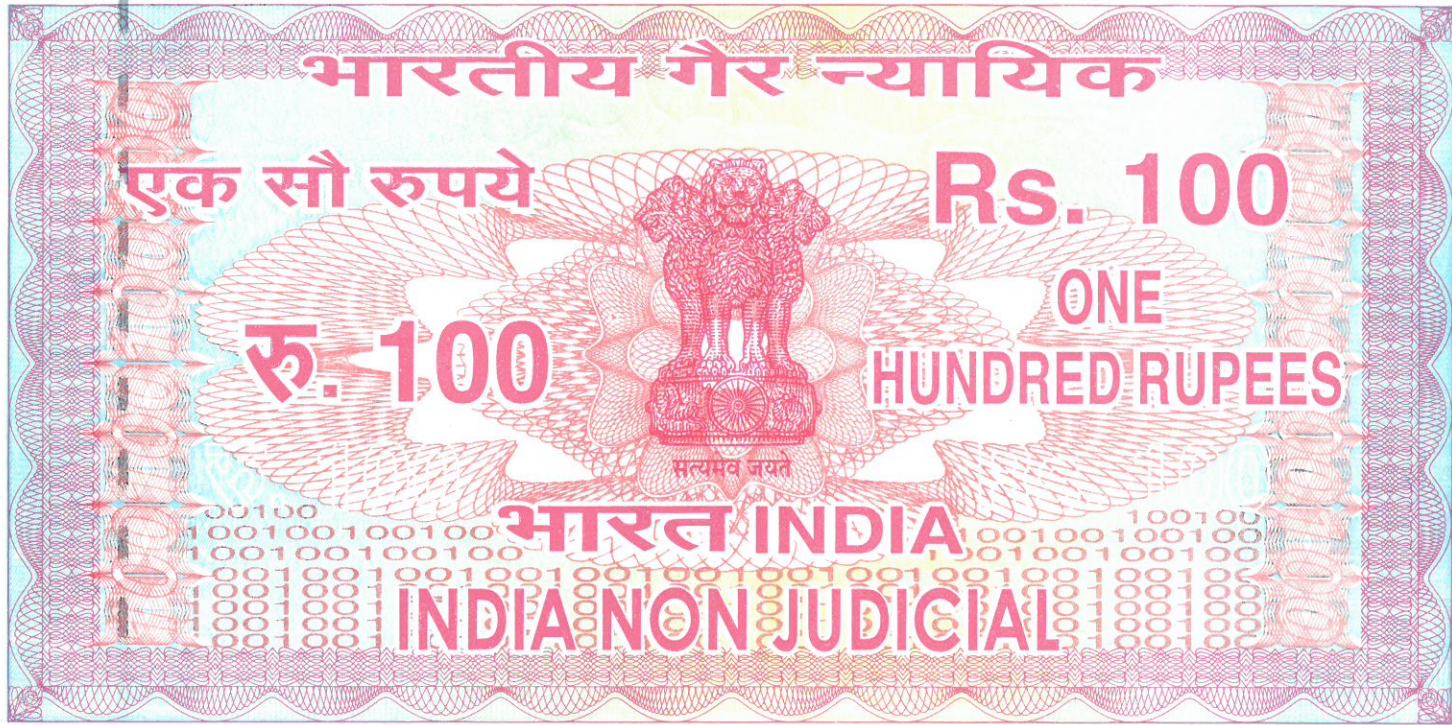




390 తెలంగాణ తేలంగానా TELANGANA
18-03-2019

Sl.No.....Date.....Rs....100/-

Sold to..... RAMESH

S/o D/o. W/o. Late NARSING RAO

To Whom..... GULMOHAR RESIDENCY AND JADE ESTATES
COMMON UNDERTAKING

Smt. V. GEETHA DEVI
Licensed Stamp Vendor
S.V.Lic.No. 16-05 08/2019
R No. 225, Nehru Nagar, West Marredpally,
Secunderabad, T S. Cell : 9052912340

This under taking is made and executed on this the day 20th day of March 2019 at Hyderabad, Telangana, India (ULB) Jointly by :

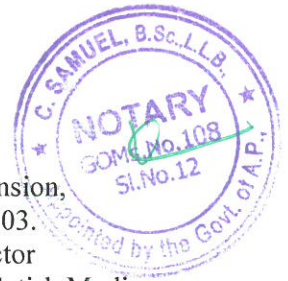
1. OWNERS

M/s. Gulmohar Residency and M/s. Jade Estates, # Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad – 500 076
represented by Shri. Sudhir U. Mehta
S/o. Late Uttamlal Mehta.

2. BUILDER:

(In case it is entrusted to builder)
Name of the Builder
Address.

Modi Properties Pvt Ltd
5-4-187/3 &4, II Floor, Soham Mansion,
M. G. Road, Secunderabad – 500 003.
Represented by its Managing Director
Shri. Soham Modi S/o. Late Shri. Satish Modi.
Builder License No. BL/1171/2008
Valid upto 16.10.2023.



For GULMOHAR RESIDENCY

Partner

For JADE ESTATES

Partner

For MODI PROPERTIES PVT LTD

Managing Director

ABDUL HAYEEM NASIR
CA/90/12947

3. **ARCHITECT:**

Regn. No.

Nazir Aziz, M/s. Span Pride,
7th Cross Road, Central Excise Layout
Sanjaynagar, Bengaluru- 560 094,
Karnataka.
CA/90/12947

4. **STRUCTURAL ENGINEER**

Name of the Structural Engineer:

GHMC Licence No.

Zaki Ahmed, M/s. Zaki Associates,
H. No. 3-6-10, 4th Floor, Anusuya
Comml. Complex, Liberty Circle,
Himayat Nagar, Hyderabad - 29.
47/ Strl. Engineer/ TP10/GHMC/

ZAKI AHMED
STRUCTURAL ENGINEER
LICENCE NO.47

Herein after called the parties of the 1st part, which terms shall include their legal heirs successors, agents, assignees etc.

In favour of the Commissioner, GHMC(ULB) here in after called the 2nd party, which terms shall include, their representatives, agents officers and staff of the GHMC (ULB).

Whereas the persons 1 & 4 being parties of the 1st party have applied permission for the proposed construction of high rise residential apartments consisting two basements, Ground + Five upper Floors in the land forming part of Sy. No. 19 situated at Mallapur Village, GHMC Kapra Circle, Uppal Mandal, Hyderabad, Medchal Malkazgiri Dist.

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. Execution of the construction work by Owners/Builder:

- a. That we are taking up the construction of the said building by ourselves and that we are not entrusting the work to any builder or any other person.

We hereby undertake that we are solely responsible for execution of the building construction work according to plan sanctioned by the Commissioner, GHMC (ULB) under the strict supervision of the Architect, Structural Engineer and the Site Engineer engaged by ourselves for the purpose.

(OR)

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

For GULMOHAR RESIDENCY

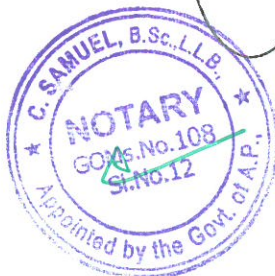
For JADE ESTATES

Partner

Partner

For MODI PROPERTIES PVT LTD.

Managing Director



ABDUL NAYEEM NASIR
CA/90/12947

Name of the Builder/Construction Firm : Modi Properties Pvt Ltd
Represented by : Mr. Soham Modi – Managing Director
Present Address : 5-4-187/3 & 4, II Floor, Soham
Mansion, M. G. Road,
Secunderabad – 500 003.

Permanent Address : Same as above
Registration No. if any : BL/1171/2008 Valid upto 16.10.2023

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

II. 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 and until the Occupancy Certificate is obtained by us from this 2nd Party by submitting the following:

- Building Completion Notice issued by the Architect duly certifying that the building is completed as per the sanctioned plan.
- 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.
- An extract of the site registers containing inspection reports of Site Engineer, Structural Engineer and Architect.
- Insurance Policy for the completed building for a minimum period of six years.

III. 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.

For GULMOHAR RESIDENCY

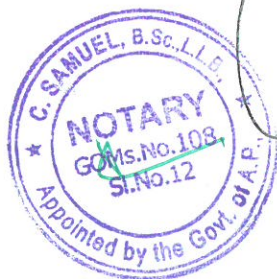
Partner

For JADE ESTATES

Partner

For MODI PROPERTIES PVT. LTD.

Managing Director



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A4
ABDUL NAYEEM NASIR
CA/90/12947

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.

IV. 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 will pay the special collection charges for the garbage disposal as prescribed for garbage refuse collection on demand from 2nd Party.
- d. That we or Purchaser of the houses will pay the special sanitation fees for the routine clearing, desilting of storm water drain on demand from 2nd party.
- e. 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 sold.
- 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 , converting at least 30% of such area and the pits shall be filled 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.

V. Quality of material/ workmanship and supervision as per NBC:

We hereby certify that the erection, re-erection of material, alteration, demolition in/of building premises in Sy. No. 19 situated at Mallapur Village, GHMC Kapra Circle, Uppal Mandal, Medchal Malkajgiri 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.

For GULMOHAR RESIDENCY

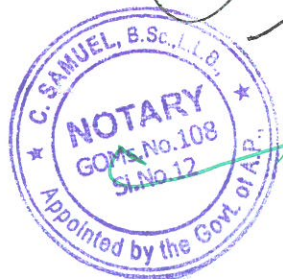
For JADE ESTATES

Partner

Partner

For MODI PROPERTIES PVT. LTD.

Managing Director



ADDUL NAYEEM NASHI
GA/90/12947

We, the undersigned are held responsible for structural and other safety of the building during construction and after completion. This 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 Commissioner, GHMC (ULB) 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 undertakes 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 solemnly affirm and certify that we have voluntarily executed this under takings with free will and signed on this the 20th day of March 2019 in presence of the following witnesses:

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



K. Sirish Kumar
5-4-187/3 & 4, II Floor,
Soham Mansion, M. G. Road,
Secunderabad - 500 003

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

Arch X

Nazir Aziz,
M/s. Span Pride,
7th Cross Road, Central Excise
Layout, Sanjaynagar, Bengaluru,
Karnakara - 560 094,
CA/90/12947

Regn. No.

3. Signature of the Structural Engineer
Name and Address with Regn.

Zaki Ahmed,
M/s. Zaki Associates,
H. No. 3-6-10, 4th Floor, Anusuya
Comml. Complex, Liberty Circle,
Himayat Nagar, Hyderabad - 29.
47/ Strl.Engineer/ TP10/GHMC/

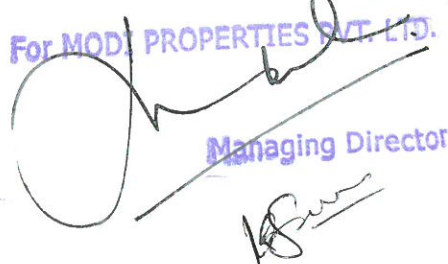
GHMC Licence No.

ZAKI AHMED
STRUCTURAL ENGINEER
LICENCE NO.47

For GULMOHAR RESIDENCY

For MODI PROPERTIES PVT. LTD.

Partner


Managing Director

For JADE ESTATES

Partner



4. Signature of the Builder/Contractor
Name and Address with Regn.
Address.

For MODI PROPERTIES PVT. LTD.


Managing Director

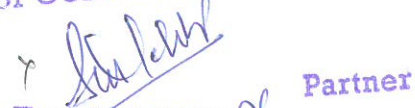
Modi Properties Pvt Ltd

5-4-187/3 & 4, II Floor, Soham Mansion,
M. G. Road, Secunderabad – 500 003.

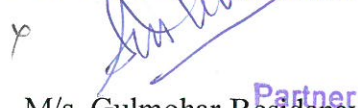
Builder License No. BL/1171/2008

Valid upto 16.10.2023.

For GULMOHAR RESIDENCY


Partner

For JADE ESTATES


Partner

5. Signature of the Land Owners
Name and Address

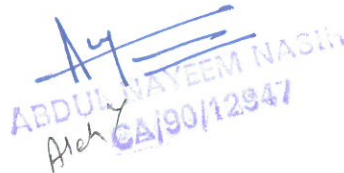
M/s. Gulmohar Residency & Jade Estates
Represented by its Managing Partner
Shri. Sudhir U. Mehta S/o. Late.
Uttamlal Mehta,
Plot No.8, Road No.5, Nacharam
Industrial Estate, C/o. Dilpreet
Tubes, Hyderabad – 500 076

Witnesses:

1.

2.

Sworn & signed before me


ABDUL NAYEEM NASHI
CA/90/12947

Notary.





ATTESTED


C. SAMUEL, B.Sc., LL.B.
ADVOCATE & NOTARY
1-7-630/30, Gemini Colony
Ramnagar, Hyderabad-20
Ph: 9393071034

28 MAR 2019