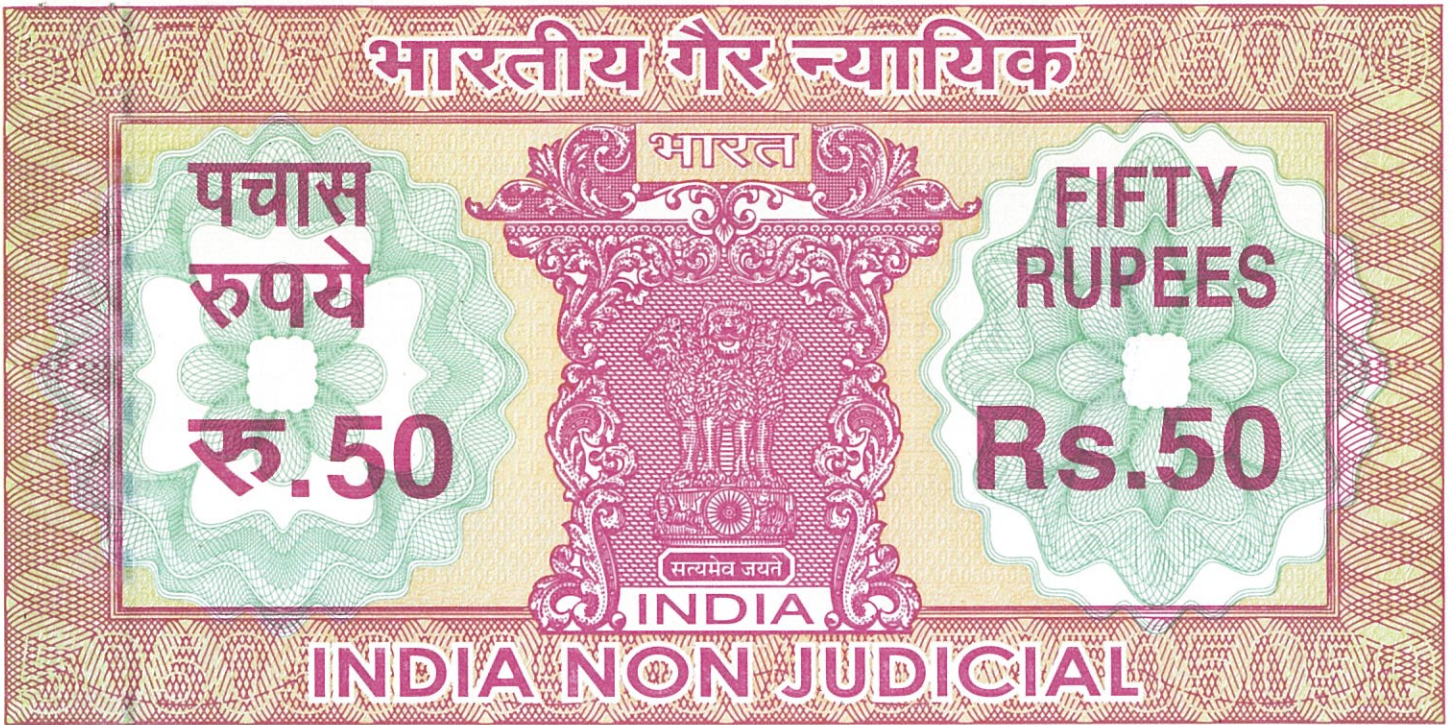




తెలంగాణ తెలంగాణ TELANGANA

H 972605

BODA RAM KUMAR
LICENCED STAMP VENDOR
L.No. 16-06-013/2018
#1-6-108, Flat No. 406, Gharonda Veera Apts.,
Padmarao Nagar, SECUNDERABAD.
Cell: 9059293668

Sl.No. 24342 Date 09/07/2019

Sold to Y. Anjalay

S/o W/o D/o Lingalaya

or whom melta & modi Realty Kowkur UP
UNDERTAKING

This undertaking is made and executed on this 9th day of July, 2019 by and between:

1. Mr. Nilesh Agarwal HUF, represented by its Karta Shri Nilesh Agarwal, S/o. Shri K.N. Agarwal, aged about 49 years, Occupation: Business, R/o. Flat No. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad hereinafter referred to as the **First Party**, which term shall unless repugnant to the context or meaning thereof shall mean and include their respective representatives, executors, administrators and assignees etc.
2. Shri Nilesh Agarwal, S/o. Shri K.N. Agarwal, aged about 49 years, Occupation: Business, R/o. Flat No. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad hereinafter referred to as the **Second Party**, which term shall unless repugnant to the context or meaning thereof shall mean and include their respective representatives, executors, administrators and assignees etc.
3. Smt. Mukta Agarwal, W/o. Shri Nilesh Agarwal, aged about 44 years, Occupation: Business, R/o. Flat No. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad hereinafter referred to as the **Third Party**, which term shall unless repugnant to the context or meaning thereof shall mean and include their respective representatives, executors, administrators and assignees etc..
4. Ms. Navya Agarwal, D/o. Shri Nilesh Agarwal, aged about 21 years, Occupation: Student, R/o. Flat No. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad hereinafter referred to as the **Fourth Party**, which term shall unless repugnant to the context or meaning thereof shall mean and include their respective representatives, executors, administrators and assignees etc..

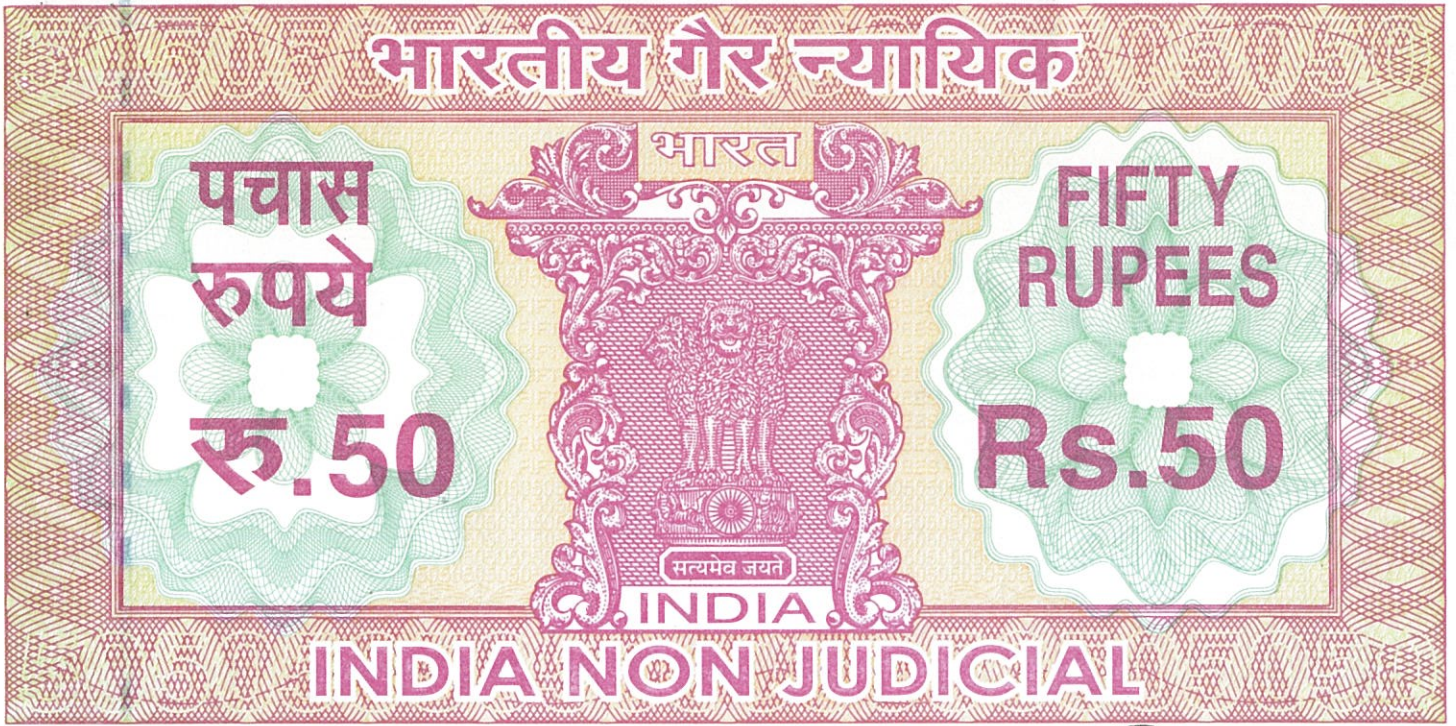
NILESH AGARWAL

NA HUF
KARTA

Mukta

Navya

Mukta



తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 24343 Date 09/07/2019

Sold to Y. Anjanay

S/o W/o D/o Lingaiah

For whom mehta & modi Realty kowkur UP

H 972606

LODA RAM KUMAR
LICENCED STAMP VENDOR
L.No. 16-06-013/2018
#1-6-108, Flat No. 406, Gharonda Veera Apts.,
Padmarao Nagar, SECUNDERABAD.
Cell: 9059293668

5. Master Yesh Agarwal, S/o. Shri Nilesh Agarwal, aged about 15 years represented by natural father and guardian Mr. Nilesh Agarwal aged about 50 years, Occupation: Business, R/o. Flat No. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad hereinafter referred to as the **Fifth Party**, which term shall unless repugnant to the context or meaning thereof shall mean and include their respective representatives, executors, administrators and assignees etc.

The First Party, Second Party, Third Party, Fourth Party and the Fifth Party shall hereinafter be collectively be referred to as "**Parties**".

The Parties hereby undertake as follows:

1. The First Party is one of the co-owners of an extent of land admeasuring about Ac. 2-00 gts., situated at Sy. No. 196, Kowkur Village, Alwal Mandal, Medchal-Malkajigiri District (formerly known as Malkajigiri Mandal, R. R. District) having purchased the same by way of registered sale deeds as per the details given below:

Sl. No	Owner	Extent in Gts.,	Owner by way of sale deed no. & date (Registered at SRO Vallabnagar)
1	Prem Kumar Sanghi, Prem Kumar Sanghi HUF, Sushma Sanghi, First	0-18.68	2444/2013, dated 16.04.2013
		0-23.91	2445/2013, dated 16.04.2013
		0-17.73	2446/2013, dated 16.04.2013

or NILESH AGARWAL

HUF KARTA

MA

MA

MA

Party, Second Party and Third Party	0-19.68	2447/2013, dated 16.04.2013
-------------------------------------	---------	-----------------------------

The aforementioned extent of Ac.2-00 gts., shall hereinafter be referred to as the Scheduled Land

2. The First Party and the aforementioned co-owners have given the Scheduled Land for development into a housing complex ("Project") to M/s. Mehta & Modi Realty Kowkur LLP ("Developer") by way of registered Joint Development Agreement cum General Power of Attorney dated 09.07.2019 document no. 5379/2019 registered at SRO Malkajgiri ("JDA").
3. Further as per the terms of the JDA the flats proposed to be constructed on the Scheduled Land along with parking space, undivided share of land and common amenities and facilities have been divided between the co-owners of the Scheduled Land and the Developer in the manner detailed in Annexure -A of the JDA.
4. Accordingly, the First Party has been allocated the following flats as its exclusive share:

Sl. No.,	Block No.	flat no.,	super built area	undivided share of land	No. of car parking
1.	A	214	1,945	82.47	1 (one)
2.	B	312	1,715	72.72	1 (one)
3.	B	413	1,220	51.73	1 (one)
4.	B	511	1,715	72.72	1 (one)
5.	B	609	1,715	72.72	1 (one)
6.	A	613	1,220	51.73	1 (one)
7.	B	710	1,715	72.72	1 (one)
8.	A	716	1,945	82.47	1 (one)

Note: Flat No. 716 has been jointly allotted between First Party (58.50% share) and Second Party (41.50% share)

5. The First Party HUF and the co-parceners i.e. the Second Party, Third Party, Fourth Party and the Fifth Party hereby undertake not to make any claims of whatsoever nature against the flats allotted to the other co-owners of the Scheduled Land and the Developer under the JDA, including their successors in-interest i.e., prospective purchasers of the said flats.
6. The Parties further certify that:
 - a. They are the only co-parceners of the First Party HUF.
 - b. They have given their consent to the karta i.e., the Second Party for the following;
 - i. to enter into the above referred JDA for the benefit of the First Party HUF and its co-parceners.
 - ii. to sell the share of flats allocated to the First Party HUF for its benefit and its co-parceners.
 - c. The benefits that accrue to the First Party HUF and its co-parceners, by way of the JDA and/or from sale of the share of flats allocated to the same, shall be solely utilized for the benefit of the remaining Parties, First Party HUF and its co-parceners.

Dr NILESH AGARWAL

HUF KARTA

NA

Mehta
MA

Nag
NA

Mehta
YA

d. They consent to the alienation of the flats in the Project by Second Party for the benefit of the First Party HUF and its coparceners.

7. All the Parties herein undertake and agree to sign all such deeds, documents, undertakings that may be required by the other co-owners of the Scheduled Land/Developer that may be required to fully effectuate the transfer of the said flats to prospective purchasers.

In witness whereof the parties hereto have executed this Understanding in full understanding on the date above mentioned.

FOR NILESH AGARWAL

HUF

KARTA

First Party - Mr. Nilesh Agarwal HUF:

Second Party - Shri Nilesh Agarwal:

Mukta

Third Party - Smt. Mukta Agarwal:

Navya

Fourth Party - Ms. Navya Agarwal:

Mukta

Fifth Party - Master Yesh Agarwal:

Witness no 1:

G. JAI KUMAR

Witness no. 2:

G. JAI KUMAR