

Realty Kowker ULP

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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

## UNDERTAKING

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

- 1. Prem Kumar Sanghi HUF, Rep. by its Karta Shri Prem Kumar Sanghi, 50 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, 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. Prem Kumar Sanghi, S/o. Late M.L. Sanghi, aged 50 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, 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. Sushma Sanghi, W/o. Shri. Prem Kumar Sanghi, aged 49 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, 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. Nishi Sanghi, D/o. Shri Prem Sanghi, aged about 22 years, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, 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..

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SI. No. 24347 Date 09/07/2019

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BODA RAM KUMAR LICENCED STAMP VENDOR

L.No. 16-06-013/2018 #1-6-108, Flat No. 406, Gharonda Veera Apts.,

For whom Mehl

5. Ms. Prishita Sanghi, D/o. Shri Prem Sanghi, aged about 20 years, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, 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..

6. Mr. Nakul Sanghi, S/o. Shri Prem Sanghi, aged about 19 years, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Basheerbagh, Hyderabad hereinafter referred to as the Sixth 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, Fifth Party and Sixth 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-Malkajgiri 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:

- Sept. 1850.	Sl. No	Owner	Extent in Gts.,	Owner by way of sale deed no. & date (Registered at SRO Vallabnagar)
-	1	Nilesh Agarwal, Nilesh Agarwal	0-18.68	2444/2013, dated 16.04.2013
MARK		HUF, Mukta Agarwal, First Party,	0-23.91	2445/2013, dated 16.04.2013
16	ımar Sal	Second Party and Third Party		2446/2013, dated 16.04.2013
2000			0-19.68	2447/2013, dated 16.04.2013

For Prem

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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	105	1,715	72.72	1 (one)
2.	В	306	1,715	72.72	1 (one)
3.	A	404	1,715	72.72	1 (one)
4.	A	504	1,715	72.72	1 (one)
5.	A	603	1,715	72.72	1 (one)
6.	A	604	1,715	72.72	1 (one)
7.	A	701	1,715	72.72	1 (one)

- 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 it 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 it co-parceners.
  - 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.

For Prem Kumar Sanghi (HUF)

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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.

First Party - Prem Kumar Sanghi HUF:

Second Party - Shri. Prem Kumar Sanghi:

Third Party - Smt. Sushma Sanghi:

Fourth Party - Ms. Nishi Sanghi:

Fifth Party - Ms. Prishita Sanghi:

Sixth Party - Mr. Nakul Sanghi: JGKAMAK BRADO

Witness no 1:

Witness no. 2: