

UNDERTAKING

Date: 5/11/19

From,
Ms. Vidushi Kaushik & Mr. Tushar Kaushik
Plot No. 16, Prashasan Nagar,
Road No. 72, Jubilee Hills,
Hyderabad

To,
The Managing Partner,
M/s. Modi Farm House Hyderabad LLP,
5-4-187/3&4, II floor
Soham Mansion, M.G. Road,
Secunderabad - 03

Reference:- Purchase of farm house no. 17 in our project known as 'Serene Farms' situated at Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District - 501 503.

Dear Sir / Madam,

I am aware of the terms and conditions laid down in the agreement of sale, sale deed and rules of the Association with respect to maintaining the high standards of living in the said project. Accordingly, I hereby certify that I shall not:

- (a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same.
- (b) Use the farm house for any illegal, immoral, commercial & business purposes.
- (c) Use the farm house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the said project.
- (d) Store any explosives, combustible materials or any other materials prohibited under any law.
- (e) Install grills or shutters in the balconies, main door, etc.
- (f) Change the external appearance of the farm houses.
- (g) Install air conditioners or other appliances that may effect the external appearance of the building, *on the elevation side.*
- (h) Install copper piping or wires for air conditioning that may affect the external appearance of the building, *on the elevation side.*
- (i) Install cloths drying stands or other such devices on the external side of the farm houses.
- (j) Dry cloths on the external side of the farm houses that may effect the appearance of the farm houses.
- (k) To use the corridors or passages or parking area for storage of material.
- (l) Place shoe racks, pots, plants or other such material in the corridors or passages or roads of common use.
- (m) Install communication lines/wires/equipment for TV, telephone, internet, etc., that may affect the external appearance of the building.
- (n) Run exposed wires on the external elevation of the building or through common passages for TV, telephone, internet, etc.

I also certify that these conditions shall be imposed on all occupants of the said farm house including tenant's future purchasers.

Thank you.
Yours sincerely,



Place: Hyderabad

Date: _____

ANNEXURE - C

NO OBJECTION CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

I/We are the owners of the farm house and the details of which are given under:

Block / farm house no. :

Project Name: Serene Farms

Address: Sy. Nos. 33,43,44 & 46, Yenkepally, RR Dist 501 503.

Developer: Modi Farm House Hyderabad LLP

Memorandum of Understanding dated: 06.03.2016

Sale deed date: _____ & document no.: _____

This is to confirm that we have no objection to the following in relation to the said farm house, project and developer.

1. The Developer proposes to develop other lands in the vicinity of the farm house project in phases. The Developer may at its discretion merge the entire development of the adjacent lands so developed with the project as a single farm house project with some or all amenities being shared by the residents of the farm houses proposed to be constructed. I / We shall not object to the further developments being taken up on the lands in the vicinity of the farm house project. Further I / We agree not to raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the project. I / We shall not cause any hindrance in access to such lands from the project.
2. That rights of further construction in and around the project, and ownership of areas not specifically sold or allotted to any person shall belong only to the Developer and I / We shall not have any right, title or claim thereon. The Developer shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from us.
3. That I / We shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Developer or to its nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the farm house project and in respect to our farm house and also the adjoining farm houses/block.
4. The Developer reserves right to change the designs of the layout, blocks of farm houses, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to our farm house and that such changes do not affect the plan or area of our farm house.

Thank You.

Yours sincerely,



Ms. Vidushi Kaushik & Mr. Tushar Kaushik

Letter of confirmation

From,

Ms. Vidushi Kaushik & Mr. Tushar Kaushik
Plot No. 16, Prashasan Nagar,
Road No. 72, Jubilee Hills,
Hyderabad

To,

The Managing Director
Modi farm House Hyderabad LLP,
5-4-187/3&4, 2nd floor, Soham Mansion,
M.G.Road, Secunderabad-50003

I/We, have purchased a farm house from you, the details of which are given under:

Farm house no./block : 17

Project Name: Serene Farms

Address: Sy. Nos. 33,43,44 &46, Yenkepally, RR Dist 501 503.

Developer: Serene Constructions LLP

Memorandum of Understanding dated: 06.03.2016

Sale deed date and document no.: _____ doc no: _____

I/We hereby confirm the following:

1. The said farm house was inspected and it has been completed in all respects. All fixtures and furniture have been provided.
2. After inspecting the said farm house, we have provided a list of minor construction defects to the Developer in writing. The Developer has agreed to rectify the defects, that fall within its scope of work within 15 days.
3. All accounts are deemed to have been settled. There are no dues payable to the Developer or any refund receivable from the Developer. (a separate No dues certificate is attached as Annexure –A herein).
4. We have no claim of whatsoever nature against the Developer.
5. The possession of the said farm house has been handed over to us or deemed to be handed over. A separate Letter of Possession is attached as Annexure –B herein.
6. We have no objection to any development being carried out by the Developer in and around the said farm house.
7. We have no objection to change in design of the housing project including other farm houses or blocks of farm houses.
8. We have no objection to the project being merged with other projects being developed by the Developer and sharing the common amenities with such future development.
9. We have no objection to any access road being provided from the project to other lands in the vicinity of the project (a separate NOC attached as Annexure –C herein).
10. We have become members of the Owners Association in charge of the maintenance of the project by signing the membership enrolment form which is attached herein as Annexure –D.
11. We agree to pay the Owners Association monthly maintenance charges regularly. We further agree to pay enhanced monthly maintenance charges as increased from time to time.

12. The basic common amenities and utility services required for occupation of the said farm house have been provided by the Developer. We are aware that other amenities like clubhouse, swimming pool, roads, parks, compound wall, gates, etc. are being developed in phases and these amenities shall be completed at the time of completion of the last block of farm houses. We shall not raise any objection on this count.
13. We are aware of the restrictions on use and alteration of the said farm house and agree to abide by them. We further agree to not make any alterations that may affect the external appearance of the buildings in the project.
14. We agree not to store furniture and fixtures in the common passages or areas of the project. We further agree not to install air-conditioners, grills, gates, etc., that may affect the external appearance of the buildings in the project.
15. We are aware that the total sale consideration paid for the said farm house does not include the cost of providing water through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.
16. We have received the duly signed application for transfer of the electric power connection in our name from the Developer. It shall be our responsibility to get the name transferred.
17. We undertake to assess the said farm house for the purposes of the property tax at our cost and shall pay the property taxes regularly. The Developer shall not be liable to pay property tax for the said farm house.
18. We agree to abide by and follow all rules and restrictions laid down by respective statutory authorities in relation to the project like defence services, AAI, UDA, Municipality, fire department, Govt. bodies, environment board, etc.
19. We agree to raise complaints related to defect in construction or other complaints related to the project which are to be addressed to the Developer only through its website (www.modiproperties.com). We agree to not make any oral complaints.
20. We have received a copy of the title documents, permit for construction, copy of the bye-laws of the Association, etc.
21. We are aware that as per law the Developer is required to collect charges like VAT, service tax, GST, etc., and remit the same to the government from to time, as consolidated amount, after claiming input credits, if any. Therefore, it may not be possible for the Developer to produce proof of payment of such taxes to the government related to a specific farm house. We agree to not raise objections on this count.

Thank You.

Yours sincerely,



Ms. Vidushi Kaushik & Mr. Tushar Kaushik