

ANNEXURE E

UNDERTAKING

Date: 10/11/2021

From,
Mrs. Gowri Ghosh
Flat No. D-112, Vasathi Anandi,
Survey No. 4/A & 4AA, Peerancheruvu,
Hyderabad – 500 086

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. 39 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 MOU, sale deed and rules of the club and resorts with respect to maintaining the high standards of living in the said project.

I am aware that the maintenance of plantation work with in the club house and the other common area is the responsibility of M/s Modi Farm House Hyderabad LLP. M/s Modi Farm House Hyderabad LLP has agreed to maintain the plantation within my farmhouse free of charge for about 10 to 12 years ending on 30-01-2030. For the said services M/s. Modi Farm House Hyderabad LLP shall be entitled to the remuneration received from the produce of the plantation in our farmhouse.

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

Thank you.
Yours sincerely,

(Shawn)

Place: Hyderabad

Date: _____

ANNEXURE-F

UNDERTAKING

Date: 10/11/2021

From,
Mrs. Gowri Ghosh
Flat No. D-112, Vasathi Anandi,
Survey No. 4/A & 4AA, Peerancheruvu,
Hyderabad – 500 086

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. 39 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 MOU, sale deed and rules of the club and resorts with respect to maintaining the high standards of living in the said project.

I am aware that the maintenance of the plantation work within our farmhouse and other common areas is the responsibility of M/s. Modi farm House Hyderabad LLP. M/s. Modi Farm House Hyderabad LLP has agreed to maintain the plantation within my farm house for a monthly fee. I shall pay the applicable monthly maintenance fees from the month of NOV, 2021.

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

Thank you.
Yours sincerely,

(Shown)

Place: Hyderabad
Date: _____

ANNEXURE – C1

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. : 39

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: _____

Sale deed date: 30.11.2019 & document no.: 13073/2019

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 farmhouse 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 farmhouse project with some or all amenities being shared by the residents of the farmhouses proposed to be constructed. I / We shall not object to the further developments being taken up on the lands in the vicinity of the farmhouse 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 farmhouse 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,


Mrs. Gowri Ghosh

Date: 15/11/2021

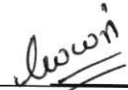
NO OBJECTION CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that I / we have no objection to revision of plans of the farm house or the layout in the project known as 'Serene Farms' situated at Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District – 501 503, subject to the condition that the plans of my farmhouse (details given below) are not changed and a suitable road access to my farm house is provided. The original Developer / Owner of the land and their successors in interest may be granted permit for a revised layout along with change in type design by the relevant authorities. I/we further undertake to sign any other documents that may be required for the said purpose.

Thank You.

Yours Sincerely,

Signature: 

Name: GOWRI GHOSH

Date: _____

Details of my flat:

1. Farm house no.: 39
2. Sale deed date: 30.11.2019
3. Sale deed document no. 13073/2019

Letter of confirmation

From,
Mrs. Gowri Ghosh
Flat No. D-112, Vasathi Anandi,
Survey No. 4/A & 4AA, Peerancheruvu,
Hyderabad – 500 086

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 farmhouse from you, the details of which are given under:

Farm house no./block : 39

Project Name: Serene Farms

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

Developer: Modi Farmhouse Hyderabad LLP & Serene Constructions LLP

Memorandum of Understanding dated: _____

Sale deed date: 30.11.2019 & document no: 13073/2019

I/We hereby confirm the following:

1. The said farmhouse was inspected and it has been completed in all respects. All fixtures and furniture have been provided.
2. After inspecting the said farmhouse, 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 farmhouse 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:
 - a. Any development being carried out by the Developer in and around the said farmhouse.
 - b. Change in design of the housing project including other farmhouses or blocks of farmhouses.
 - c. The project being merged with other projects being developed by the Developer and sharing the common amenities with such future development.
 - d. Any access road being provided from the project to other lands in the vicinity of the project (a separate NOC attached as Annexure –C1 & Annexure – C2 herein).
7. We agree to pay monthly maintenance charges to M/s. Serene Clubs & Resorts LLP for day to day maintenance of the following:
 - a. Clubhouse and amenities attached to the clubhouse.
 - b. Housekeeping and security services.
 - c. Provision of common area lighting.

- d. Provision of water for personal use in the villas.
 - e. Repairs and maintenance of clubhouse and common areas in the project.
8. The monthly maintenance charges payable to M/s. Serene Clubs & Resorts LLP are as follows:
- a. Rs. 3,500/-, Rs. 3,800/- Rs. 4,500/- per month for the calendar years 2020, 2021 & 2022 for ½ acre land with a villa/cottage construction there on.
 - b. Rs. 5,000/-, Rs. 5,300/- Rs. 5,600/- per month for the calendar years 2020, 2021 & 2022 for one acre land with a villa construction there on.
 - c. These charges shall be enhanced periodically based on annual expenditure.
 - d. These charges shall be payable by all owners irrespective of usage of respective farmhouses.
 - e. These charges shall be payable on or before 7th of each month.
 - f. These charges shall be payable from the deemed date of completion of farmhouse/villa and not the date of possession.
 - g. Additional charges shall be payable for housekeeping services beyond weekly maintenance for individual villas.
 - h. Additional charges shall be payable for usage of guest rooms. Charges shall be Rs. 2,000/- per night per room subject to change from time to time.
9. In some cases M/s. Modi Farmhouse Hyderabad LLP shall maintain the plantation within each farmhouse free of charge upto 30.1.2030 for which the produce from the plantation shall be utilized by M/s. Modi Farmhouse Hyderabad LLP (undertaking as per Annexure -E to be executed).
10. In some cases, farmhouse owners have customized their plantation and have agreed to pay monthly plantation maintenance services to M/s. Modi Farmhouse Hyderabad LLP. (undertaking as per Annexure -F to be executed). The details of monthly plantation maintenance charges are:
- a. Rs. 2,500/-, Rs. 2,700/- Rs. 2,900/- per month for the calendar years 2020, 2021 & 2022 for ½ acre land.
 - b. The above charges shall be double for farmhouse with one acre land.
 - c. These charges shall be enhanced periodically based on annual expenditure.
 - d. These charges shall be payable by all owners irrespective of usage of respective farmhouses.
 - e. These charges shall be payable on or before 7th of each month.
 - f. These charges shall be payable from the deemed date of completion of farmhouse/villa and not the date of possession.
 - g. Additional charges shall be payable for additional works beyond regular services like watering and minor maintenance works.
11. We confirm that all amenities like clubhouse, swimming pool, roads, parks, compound wall, gates, etc. have been completed in all respects. We shall not raise any objection on this count.
12. We are aware of the restrictions on use and alteration of the said farmhouse 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.
13. 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.
14. We are aware that the total sale consideration paid for the said farmhouse 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.
15. 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.
 16. We undertake to assess the said farmhouse 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 farmhouse.
 17. 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.
 18. 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.
 19. We agree not to use any chemical fertilizers or pesticides. The entire project is organic in nature and only bio-degradable fertilizers and pesticides derived from natural products can only be used.
 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 farmhouse. We agree to not raise objections on this count.
 22. We are aware that the conveyance deed for our farmhouse cannot be executed due to technical issues related to registration (undertaking as per Annexure – G to be executed).

Thank You.

Yours sincerely,


Mrs. Gowri Ghosh