

ANNEXURE E1

UNDERTAKING

Date: 03.04.2020

From,
Mrs. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor,
B-3, Silpa Grandeur, Khanamet,
Silpa Hills, Near Hitex,
Hyderabad - 500 084

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. 44 in our project known as 'Serene Farms' situated at Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District – 501 503 vide MOU dated 28.03.2018.

Dear Sir / Madam,

I am aware of the terms and conditions laid down in the MOU with respect to maintaining the plantation within my farmhouse.

I am aware that the maintenance of plantation work within my farmhouse is the responsibility of M/s Modi Farm House Hyderabad LLP (MFHLLP). 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 31-12-2030. 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 upto 31-12-2030.

I shall not raise objections on this count hereafter. Further:

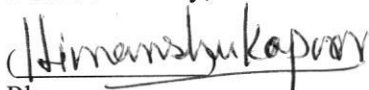
- a. Under the scheme MFHLLP shall be free to maintain and manage the plantation as it deems fit.
- b. Cost of gardeners, labourers, water, electricity related to plantation work shall be borne by MFHLLP upto 31-12-2030. MFHLLP shall also bear the cost of fertilizers, replantation and pesticides.
- c. Plantation shall be handed over on an as is where is basis to purchaser on 01-01-2031.
- d. MFHLLP shall be entitled to extract/cut/remove trees/plantation/fruits/seeds, etc., from my farmhouse and sell it in the open market as it deems fit and proper.

I will be liable to pay plantation maintenance charges of Rs. 2,500/- per month for calendar year 2020 with an annual increase of 5% to 10% to MFHLLP, from the date of this letter, in case I wish to make changes to the plantation within my farmhouse and/or opt to keep part or whole of the produce from the farmhouse.

I also certify that these conditions shall be imposed on my successors-in-interest.

Thank you.

Yours sincerely,



Place: _____

Date: _____

ANNEXURE E2

UNDERTAKING

Date: 03.04.2020

From,
Mrs. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor,
B-3, Silpa Grandeur, Khanamet,
Silpa Hills, Near Hitex,
Hyderabad - 500 084

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. 44 in our project known as 'Serene Farms' situated at Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District – 501 503 vide MOU dated 28.03.2018

Dear Sir / Madam,

I am aware of the terms and conditions laid down in the MOU with respect to maintaining the plantation within my farmhouse.

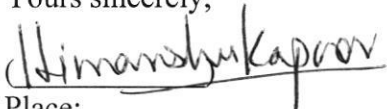
I am aware that the maintenance of plantation work in my farmhouse is the responsibility of M/s Modi Farm House Hyderabad LLP (MFHLLP). I agree to pay monthly plantation maintenance charges to MFHLLP for its services as per details given below:

- a. Rs. 2,500/- per month shall be payable for ½ acre of plot every month towards plantation maintenance charges. Charges shall be applicable for calendar year 2020
- b. These charges shall be increased by Rs. 200/- per year for the next 3 years. Thereafter, there will be an annual increase of 5% to 10%.
- c. Purchaser shall enjoy revenue from produce of plantation.
- d. Services shall include cost of providing gardeners, labourers, water and electricity for the plantation maintenance.
- e. Services exclude cost of fertilizers, replantation, additional labour charges, pesticides, land levelling, etc.
- f. GST shall be payable extra, if applicable.
- g. Payment shall be made in advance before 5th of every month.
- h. Default in payment may result in:
 - i. Stoppage of these services.
 - ii. Disconnection of water supply.
 - iii. Once dues are paid, reconnection charges of Rs. 5,000/- shall be levied.
 - iv. Cost of recovery/replantation shall be charged extra.

I also certify that these conditions shall be imposed on my successors-in-interest.

Thank you.

Yours sincerely,



Place: _____

Date: _____

Annexure - F

UNDERTAKING

Date: 03.04.2020

From,
Mrs. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor,
B-3, Silpa Grandeur, Khanamet,
Silpa Hills, Near Hitex,
Hyderabad - 500 084

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. 44 in our project known as 'Serene Farms' situated at Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District – 501 503 vide MOU dated 28.03.2018.

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 villa for any illegal, immoral, commercial & business purposes.
- (c) Use the villa 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 flats.
- (g) Install air conditioners or other appliances that may effect the external appearance of the building.
- (h) Install copper piping or wires for air conditioning that may affect the external appearance of the building.
- (i) Install cloths drying stands or other such devices on the external side of the flats.
- (j) Dry cloths on the external side of the flats that may effect the appearance of the flats.
- (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.

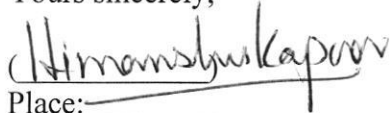
Himanshu Kapoor

- (n) Run exposed wires on the external elevation of the building or through common passages for TV, telephone, internet, etc.
- (o) Make additional constructions within my farmhouse upto 31-12-2030.
- (p) Give on short term rent or lease of my farmhouse on a daily/weekly/monthly basis. (No lease shall be for a period of less than one year).
- (q) Organize parties or get-togethers exceeding 20 people within my farmhouse.
- (r) Play loud music that may disturb other occupants of farmhouse.

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

Thank you.

Yours sincerely,



Place: _____

Date: _____

03.04.2020

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. : 44

Project Name: Serene Farms

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

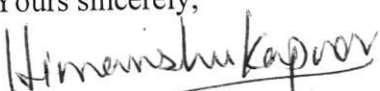
Vendor: Modi Farm House Hyderabad LLP

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

1. The Vendor proposes to develop other lands in the vicinity of the farm house project in phases. The Vendor 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 Vendor and I / We shall not have any right, title or claim thereon. The Vendor 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 Vendor 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 Vendor 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. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor

Letter of confirmation

From,

Date:

03.04.2020

Mrs. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor,
B-3, Silpa Grandeur, Khanamet,
Silpa Hills, Near Hitex,
Hyderabad - 500 084

To,

The Managing Partner,
M/s. Modi Farmhouse LLP & Others,
5-4-187/3&4,
Soham Mansion,
M.G. Road,
Secunderabad - 500 003.

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

Farmhouse no.: 44

Project Name: Serene Farms

Address: Sy. No. 33, 43, 44 & 46, Yenkepally Village, Chevella Mandal, R.R. District - 501 503.

Vendor of Land: M/s. Modi Farmhouse LLP

Developer of villa: M/s. Serene Constructions LLP

Clubhouse Manager: M/s. Serene Clubs & Resorts LLP

MOU dated: 28.03.2018

Sale deed date and document no.: 05.04.2020 & doc no: 4022/2019

Agreement of construction date and document no.: 05.04.2019 & doc no. 4023/2019

I/We hereby confirm the following:

1. The said farmhouse along with the villa/cottage constructed thereon has been completed in all respects. All fixtures, furniture, plantation and utilities have been provided.
2. After inspecting the said villa/cottage/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 Vendor/Developer or any refund receivable from the Vendor/ Developer with respect to the sale consideration mentioned in the MOU. (a separate No dues certificate is attached as Annexure -A herein).
4. We have no claim of whatsoever nature against the Vendor/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 any development being carried out by the Developer/Vendor in and around the said farmhouse.
7. We have no objection to change in design of the farmhouse project including other farmhouses/villas/cottages.

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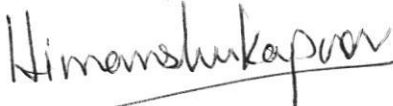
8. We have no objection to the project being merged with other projects being developed by the Vendor/Developer and sharing the common amenities with such future development.
9. We have no objection to any access road being provided from the project to other lands in the vicinity of the project (a separate NOC attached as Annexure -C herein).
10. We are aware that the clubhouse is under the management of M/s. Serene Clubs & Resorts LLP. Serene Clubs & Resorts LLP shall provide services of housekeeping and security services for all the villas/cottages/farmhouses. It shall also be in-charge of maintaining the guestrooms and the clubhouse. We agree to pay the monthly maintenance charges regularly to M/s. Serene Clubs & Resorts LLP for these services. (A separate undertaking for payment of maintenance charges is given in Annexure -D).
11. We are aware that the maintenance of the plantation work within our farmhouse and other common areas is the responsibility of M/s. Modi Farmhouse LLP. M/s. Modi Farmhouse LLP has agreed to maintain the plantation within my farmhouse free of charge for about 10 to 12 years ending on 31-01-2030. For the said services M/s. Modi Farmhouse LLP shall be entitled to the remuneration received from the produce of the plantation in our farmhouse. (A separate undertaking is attached as Annexure -E1). OR (Alternate) We are aware that the maintenance of the plantation work within our farmhouse and other common areas is the responsibility of M/s. Modi Farmhouse LLP. M/s. Modi Farmhouse LLP has agreed to maintain the plantation within my farmhouse for a monthly fee. (A separate undertaking is attached as Annexure - E2).
12. We are aware that the maintenance of the common amenities related to the farmhouses shall be handed over to an Owners Association from 01-01-2031. We agree to become members of the Owners Association in charge of the maintenance of the project as and when called for. We are aware that the clubhouse along with guest cottages shall continue to be owned by the Developer/Vendor and managed by M/s. Serene Clubs & Resorts LLP and shall not form a part of the common amenities. However, M/s. Serene Clubs & Resorts LLP shall continue to operate the clubhouse for the common enjoyment of owners of farmhouses with Serene Farms on a chargeable basis. 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.
13. We agree to pay corpus fund of Rs. 25,000/- to M/s. Serene Clubs & Resorts LLP. The same shall be transferred to the Owners Association on 01-01-2031.
14. The basic common amenities and utility services required for occupation of the said farmhouse have been provided by the Vendor/Developer. We are aware that other amenities shall be completed at the time of completion of the last set of farmhouses. We shall not raise any objection on this count.
15. We are aware of the restrictions on use and alteration of the said farmhouse/villa/cottage and agree to abide by them. We further agree to not make any alterations that may affect the external appearance of the villa/cottage/farmhouse in the project.
16. 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.
17. We are aware that the total sale consideration paid for the said the villa/cottage/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.

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18. We have received the duly signed application for transfer of the electric power connection in our name from the Vendor/Developer. It shall be our responsibility to get the name transferred.
19. We undertake to assess the said the villa/cottage for the purposes of the property tax at our cost and shall pay the property taxes regularly. The Vendor/ Developer shall not be liable to pay property tax for the said villa/cottage/farmhouse.
20. 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, Grampanchayat, govt. bodies, environment board, etc.
21. We agree to raise complaints related to defect in construction or other complaints related to the project which are to be addressed to the Vendor/Developer only through its website (www.modiproperties.com). We agree to not make any oral complaints.
22. We have received a copy of the title documents, permit for construction, copy of the bye-laws of the Association, etc.
23. We are aware that as per law the Vendor/Developer is required to collect charges like VAT, service tax, GST, etc., and remit the same to the government from to time, as a consolidated amount, after claiming input credits, if any. Therefore, it may not be possible for the Vendor/Developer to produce proof of payment of such taxes to the government related to a specific villa/cottage/farmhouse. We agree to not raise objections on this count.
24. I /we agree to maintain my/our cottage/villa/farmhouse in a decent and habitable condition and maintain high standards of living. (An undertaking for the same is enclosed as Annexure -F)

Thank You.

Yours sincerely,



Mrs. Himanshu Kapoor, Mr. Siddhant Mehra & Mrs. Ankita Kapoor