

ALLOTMENT OF PREMISES ON OWNERSHIP BASIS

Office No. - 514 and appurtenances in the building known as **“Triaa Vasantam City Center Phase 1”** (Commercial Building) as per PMC Plan at S.No. 16/3A/A at Village Dhanori, Haveli Pune-411015.

THIS ALLOTMENT AGREEMENT is made at Pune this ____ day of _____ Month in the Year _____

BETWEEN

M/s TRIAA REALTORS LLP, PAN: AAKFT8197K, a Limited Liability Partnership firm having registration number with registrar of companies, Pune as AAF-1760 having its registered office at- Off No. 401/A, 4th floor, C bldg., City Bay, Sr. 347 B, 347 A/3C/1 A/1,348A/1/1 &348/A/1/2A, F.P 188, CTS 14, Pune,-411001, and having email address: crmvasantam@triaahousing.in; and website: www.triaahousing.in; through its designated partners:

Sr. No	Name	Age (Years)	Occupation	Aadhar Number
1	Shyamlal Patiram Goel	57	Business	8311 0296 2645
2	Praveen Jugmander Agarwal	51	Business	4559 4411 7178

In its capacity as the Owner/Developer of the said Land as well as the Promoter of the Ultimate Body to be formed of the premises holders in the Complex as per MOF Act and/or RER Act and/or Rules thereunder and/or any other legislation as may be introduced in such behalf) hereinafter referred to as **“The OWNER/DEVELOPER/PROMOTER”** (ODP) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all person/s claiming and/or deriving title under or through the **ODP** and/or its successors and assigns) of the **ONE PART;**

AND

Details	Applicant 01	Applicant 02
Name	Mrs. SONALI LAXMIKANT ZIPARE	Mr. LAXMIKANT KISANRAO ZIPARE
Occupation	Business	Business
Aadhar Number	2933-4640-1447	3332-7370-5530
Age (Years)	43	43
Pan	AARPZ2612C	AAGPZ8405Q
Email & Contact	sonalizipare@gmail.com 9372155861	9552357084

R/at: FLAT NO,B-104,SRNO275/7,SHREERAM SHIVALAY WEST,NEAR UTTARESHWAR MANDIR,LOHGAON,PUNE-411047.

hereinafter referred to as “**The ALLOTTEE**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all person/s claiming and/or deriving title under or through the Allottee and his permitted assigns) of the **OTHER/Second PART.**

AND

- 1) **Mr. Dattatraya Vasantrao Tingre**, Age about 47 Years, Occupation – Agriculturist, Business, PAN No. – ANMPT1948B, Aadhar No.-5655 7565 9836
- 2) **Mr. Anil Vasantrao Tingre**, Age about 43 Years, Occupation – Agriculturist, Business, PAN No. – ADUPT7675F, Aadhar No. – 9929 7000 2550
- 3) **Mr. Vishal Vasantrao Tingre**, Age about 35 Years, Occupation – Agriculturist, Business, PAN No. – AGNPT9678C, Aadhar No.- 5494 8081 8959
- 4) **Mrs. Rekha Dattatraya Tingre**, Age about 43 Years, Occupation- Housewife, PAN No. – ANMPT1948B, Aadhar No. 3684 1570 2618
- 5) **Mr. Sanket Dattatraya Tingre.**,Age about 23 Years, Occupation – Education, DL No.- MH1220180023357, VOTER ID- TBZ 766 2042
- 6) **Miss. Mayuri Dattatraya Tingre**, Age about 20 Years, Occupation – Education, PAN No. – BBNPT6123N, Aadhar No. – 9074 0953 6865
- 7) **Mrs. Madhu Anil Tingre.**,Age about 40 Years, Occupation – Housewife, PAN No. – ADXPT0382N, Aadhar No. – 3459 2477 7758
- 8) **Mr. Aditya Anil Tingre.**,Age about 20 Years, Occupation– Education Aadhar No. – 2428 7065 8831
- 9) **Miss. Gauri Anil Tingre**. Age about 13 Years, Occupation – Education Aadhar No. – 8371 8618 3374
- 10) **Mrs. Anuradha Alias Pallavi Vishal Tingre**. Age about 43 Years, Occupation – Housewife, PAN No. – ANYPT7620C Aadhar No. – 5180 1528 4935
- 11) **Master. Vikrant Vishal Tingre**, Age about 11 Years, Occupation – Education, Aadhar No. – 8847 4138 5249
- 12) **Miss. Vaibhavi Vishal Tingre**, Age about 08 Years, Occupation – Education, Aadhar No. – 3732 8983 8532

Through their Constituted Attorney ,

M/s. Triaa Realtors LLP (PAN NO: AAKFT8197K) A Limited Liability Partnership Firm Registered Under Indian Partnership Act 2008, Under Section 12 (1) (B) Registered No. : AAF-1760 Having it's Office at - 401 A, 4th floor, C bldg., City Bay, Sr. 347 B, 347 A/3C/1 A/1,348A/1/1 & 348/A/1/2A, F.P 188, CTS 14, Pune,-411001

Through its Designated Partner

- 1) Shri. Shyamlal Patiram Goel. Age about 57 Years, Occupation – Business
PAN NO. – AAVPG6662G, Aadhar No.-8311 0296 2645
R/at. – 1/10A, Kumar City, Kalyani Nagar,Vadgaon Sheri, Pune – 411 014.

And/Or

- 2) Shri. Pravin Jugmander Agarwal., Age about 51 Years, Occupation – Business,
PAN NO. – AAVPA6860D, ADHAR NO. – 4559 4411 7178
R/at. – A-83, Pushpanjali, Kasturba Co-Operative Housing Society Ltd., Vishrantwadi, Pune – 411 015.

Hereinafter collectively referred to as “LANDOWNERS / CONSENTING PARTY” which expression shall unless repugnant to the context and meaning thereof mean and include all their respective heirs, Executors, Administrators, Attorneys of the **PARTY OF THE THIRD PART.**

N.B. In this Agreement unless the context otherwise implies the expressions defined hereunder shall have the respective meaning assigned to them:

- a) the singular wherever used shall include plural and vice versa.
- b) Any one gender used herein shall include the other gender/s wherever applicable.

WHEREAS:

- A. By virtue of diverse mesne, deeds, documents, all acts in law, the ODP is absolutely seized and possessed of or otherwise well and sufficiently entitled to all the piece or parcel of the land situated at Village Dhanori, with in PMC limits, Taluka Haveli, District Pune bearing Survey No. 16/3A/A admeasuring 5794 sq.mtrs. approx. out of lay-out of S.No.16/3A/A and more particularly described in the First Schedule hereunder written, (“the Land”); copy 7/12 extract is **Anx. 'A'** hereto.
- B. The development of the Land shall be in various stages/Phases, by utilizing the fullest development potential thereof as well as that with regard to the adjoining amenity area admeasuring 1095sqmtrs. and hitherto also being of the Ownership of the ODP and now handed over/ surrendered to the Pune Municipal Corporation and potential whereof is proposed to be sanctioned and to be utilized on the land as per D.C. Rules and Regulations applicable in the matter. Presently, as permissible under various acts, laws, rules and regulations, the available FSI is minimum of 28680.30sq.mtrs. approx. including the available potential of Plot Amenity Space as above, inter-alia which the ODP shall be entitled to use in development of the land (“the said development potential of the land”). The ODP has, by utilizing the said development potential of the land, got approval/s from time to time of some of the Phase/s and/or stage/s of scheme of development from P.M.C Pune (“the said authority”) for proposed development of the Land, which present sanction/s is/are subject to further amendment/s from time to time;
- C. The ODP shall also be entitled to use, as may be permissible under Development Control Regulations and/or any other laws or rules as may be applicable from time to time during development of the Land, all whatsoever potential including but not limited to the benefit of fsi beyond that as permissible for land abutting DP Roads, DR or TDR fsi, incentive FSI/DR/TDR in lieu of designated area of any other development potential including that of land/s in vicinity thereof viz. the Amenity Space acquired by the ODP. The said development potential of the land and the said future development potential of the land including that of Amenity Space, unless individually referred to, shall be hereinafter collectively referred to as “the said entire Development Potential of the land”);
- D. The ODP proposes to continue develop the Land excluding any designated portion/s which net land portion/s is/are collectively called “the subject land” and to construct Non-Residential

Buildings' Complex thereon, one to be known as **“Triaa Vasantam City Center Phase 1”** (Commercial Building) consisting of multi -storied buildings comprising shops/ offices/ non-residential premises and other premises for user/s thereof as stipulated in DCR with regard to the Plot/s, for disposing by way of sale, etc., to prospective Allottees, etc. together with provision for parking on stipulated basis of vehicles (2/4 wheelers) in the basements for use by the allottees of and visitors to the Complex on the terms and conditions as the ODP may stipulate from time to time. All kinds of parking spaces, irrespective of being situated anywhere in the said Buildings Complex and/or the subject Land are hereinafter referred to as “the said parking space/s”. The said Buildings Complex is/are also proposed to be consisting of open spaces, atrium, cafeteria, suspended/floor advertisement spaces, wall surface advertisement spaces, terraces, kiosk area, hoarding sites etc. and other amenities and facilities and made known to the Allottees and which is/are subject to revision/s as may be desired by the ODP.

- E. The ODP is developing and proposes to develop the said Buildings' Complex on the subject Land in various stages / Phased manner and shall develop and/or utilize entire development potential in respect of the Land in such stage/ Phase/s, as per plans approved/to be approved by the said Authority and in terms of norms applicable to the said Plot, for development and construction of buildings comprising of commercial units and other premises as contained herein. The contemplated Phases of development of the subject land are as follows:

The development of Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building) as per sanction thereof now prevailing as evident thereof by Commencement Certificate No. CC/1064/19, CC/0899/22, CC/1095/23 & CC/0271/24 and plan/s being **Anx. “B”** (Coll.) hereto;

- F. In the present stage/Phase of construction, the ODP is constructing non-residential Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building) Complex the subject Land (the sanctioned details whereof the Allottee has been made aware of).
- G. The ODP has entered into standard agreement with Architect registered with the Council of Architects (viz. Name: M/s Cubix Architects and Associates, Mr.Imran Sheikh License No. CA/2001/28514 Address: Beverly Hills, Aristocat, Lullanagar, Pune). The ODP has appointed a Structural Engineer (viz. Name: M/s Structure Vizion Consultants Pvt. Ltd., Aqueelur Rahman Sheikh having PMC No. 155) for preparation of the plans, structural designs and drawings of the buildings' Complex. The ODP has accepted the professional supervision of the Architect and the Structural Engineer till the completion of entire of the said Buildings' Complex. However, the ODP shall in its sole discretion, be entitled to terminate the said Agreement with the said Architect and/or Structural Engineer and remove them and to substitute them with other Architects and/or Structural Engineers in the circumstances as the ODP may think fit and appropriate and shall continue to have such right until the said entire Buildings Complex and otherwise the scheme of development of the subject land shall be completed.
- H. The Certificate of Title, certifying the nature of title of the ODP to the Land, is hereto annexed **Anx. “C”**. The Allottee has demanded from the ODP who has provided inspection of the certificate of title, documents of title, Revenue Records, building plans approved by the said authority and other documents including undertaking/s for water & other utilities given to the authorities and otherwise as per norms applicable to the said Plot and relating to the

development of the subject land and/or portion/s thereof, as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("the MOF Act) and now read with Real Estate Regulation and Development Act 2016 (RER Act) and/or any other legislation as may be introduced in such behalf and the rules made thereunder (briefly governing legislation) which is hereby acknowledged and confirmed by the Allottee. The ODP has allotted some premises in subject Building **"Triaa Vasantam City Center Phase 1"** (Commercial buildings) heretofore under MOF Act and/or RER Act as per Agreements made in such behalf between the ODP and concerned Allottees. The Allottee is duly satisfied with all the concerned documents.

- I. In the above circumstances, the ODP alone has the sole and exclusive right to dispose off by way of sale, etc. and/or to create third party rights in respect of the commercial units with or without attached/ overhead passages/terraces and other premises to respective allottees' and to formulate a scheme for parking spaces, display hoarding spaces etc. in the buildings' complex constructed/to be constructed as above and to enter into suitable Agreements respectively with such allottees, etc. as the case may be.
- J. The Allottee has received full disclosure from the ODP and otherwise has full knowledge of the terms and conditions contained above and in the documents recited herein. The Allottee is aware of the fact that the development of the said Buildings' Complex/land shall be in various stages/Phases and is further aware that the said development as is presently proposed, is subject to changes and/or modifications, as desired by the ODP. Having fully understood the said disclosure made by the ODP, the Allottee has desired to purchase and acquire rights to a shop/office/non-residential unit/other premises & appurtenances as hereinafter mentioned ("the said premises") for the consideration and on the terms and conditions herein contained.
- K. This Agreement with regard to the subject premises when under construction/proposed to be constructed related to the initial Phase out of scheme of development of the subject land as indicated in recital para E (a) above and for which the ODP had obtained registration under RER Act bearing **No. P52100032750** (copy Registration Certificate being **Anx. "D"** hereto) and which has been updated from time to time on Maharera website.
- L. Under the provisions of the governing legislation, the parties hereto are required to execute an Agreement for Sale, being these presents and to register the same under the provisions of the Registration Act, 1908.

IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. RECITALS TO FORM AN INTEGRAL PART :

The recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

- 2. The ODP shall construct/have constructed on the subject land the said buildings Complex in Building **"Triaa Vasantam City Center Phase 1"** (Commercial Building) wherein comprised are the said premises agreed to be acquired by the Allottee as herein contained) (the present and/or proposed particulars of buildings e.g. number of floors therein, the nature/s of the diverse premises comprised to be comprised therein, details of the premises constructed

and/or to be constructed, the permissible user/s thereof as per DCR, the absolute liberty to ODP to including any common passage/s etc. for exclusive holding of holders of two or more units by due sanction thereof from the PMC or otherwise as may be decided by ODP in its absolute discretion. The subject Land together with the buildings Complex and appurtenances thereon and appurtenances etc. thereto are hereinafter wherever the context so permits referred to as “the subject property”. Without materially and substantially adversely or prejudicially affecting the said premises agreed to be acquired by the Allottee, the ODP shall be however entitled at any time hereafter even after execution of the final transfer deed/s, to consume the unconsumed balance FSI and/or future FSI and/or TDR FSI that may become feasible for consumption on the said subject land at any time in the future, either by way of putting up additional lateral extension structure/s, by addition of additional storey/s to the now proposed building and/or otherwise. For the aforesaid purposes/s, no consideration will be payable by the ODP to the Allottee and/or the Ultimate Body/ies as the same, if any, is already discounted or otherwise provided for under the provision of price and other terms herein. In respect of the above and/or otherwise too, the ODP shall be irrevocably and unconditionally entitled to make any variations, alterations or amendments in the said plans or specifications of the said subject property in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as transformer, well, pumping paraphernalia, water, drainage, sewage, electric charging points for vehicle, electricity, etc. for the more beneficial use and enjoyment of the subject Land or any part/s thereof. The Allottee shall not object to the aforesaid and hereby grants irrevocable consent to the same as contemplated under the governing legislation.

3. ALLOTMENT OF RIGHTS TO PREMISES:

3.1.1 The Allottee hereby agrees to acquire from the ODP and the ODP hereby agrees to allot to the Allottee rights to a [UnitType] premises bearing-

Unit No.	514	
Floor	5 (Fifth Floor)	
RERA carpet area (sq. Mt.)	38.55 (sq. Mt.)	i.e.415 (sq. Ft.)
Balcony (sq. Mt.)	0 (sq. Mt.)	i.e.0 (sq. Ft.)
Parking	Not Allotted	

and described in the Second Schedule hereunder written (briefly premises) and shown colored in red on the floor plan thereof hereto annexed as **Anx. “E”** of the said Complex to be developed on the subject land. The carpet area of the said premises may vary to the extent of 3% due to plaster, tiling, skirting, ledges and structural members etc.

3.1.2 Incidental to the allotment as above, the Allottee will be entitled to incidental rights thereto for use and enjoyment of limited common areas and facilities in common (partially or otherwise) with the holders of other premises in the Buildings' Complex save and except any areas

including but not limited to sit-outs/terraces/verandahs appurtenant/above to the premises at any of levels of any of the Buildings in the Complex and/or otherwise retained by the ODP.

- 3.2.1 There is provision contemplated with regard to the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) for 4 wheeler parking spaces and 2 wheeler parking spaces unstacked or otherwise and being covered or under shed or open at 3 basement levels of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) for providing parking facilities servicing the **Allotted** holders and their authorized visitors and other visitors of the units in the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING). The ODP has evolved a system that the Allottee shall be entitled after payment of parking charges for user of ONE 4 wheeler parking space and ONE 2 wheeler parking space on rotational/ floating basis one or more times a day for a time duration not exceeding 09 (nine) hours per day for each parking space entitlement of the Allottee and beyond 09 hours a day at stipulated charge. The quantum of stipulated charge and other norms in such behalf will be such as may be stipulated from time to time by ODP and/or the concerned Ultimate Body as the case may be.
- 3.2.2 The Allottee herein proposed to the ODP that, the Parking Spaces provided in Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) as above and which are to be utilized by the premises allottees in and/or visitors to the same may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking spaces are made by all the allottees and/or visitors therein or thereto upon terms including payment of fees on hourly/daily/other basis as may be stipulated by the ODP to suit the parking requirements in or about the same and which will also avoid future differences amongst users thereof and the scheme/s or modus evolved in such behalf by the ODP and/or by the concerned Ultimate Body hereinafter referred to shall be final and binding on all concerned.
- 3.2.3 The parking spaces shall always remain common property of the ODP and finally of the concerned Ultimate Body and the revenue there from shall ensure initially to the ODP and finally to the concerned Ultimate Body.
- 3.3.1 The list of fixtures, fittings amenities etc. pertaining to the said premises and/or in for about the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex/ subject land is set out in **Anx. “F”** hereto. The nature, extent and description of the common/limited areas and/or facilities which are provided/proposed to be provided in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING)/ subject land are set out in the list annexed as **Anx. “G”** hereto.
- 3.3.2 It is specially agreed between the parties hereto that the ODP shall have the right to change/substitute the said fixtures, amenities etc. in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the ODP. If any change as aforesaid becomes necessary, the ODP shall be entitled to choose the suitable substitutes and/or alternative thereof in its absolute discretion. The allottee agrees not to claim any rebate and/or discount and/or concession in the consideration on account of such change/ substitution.

4. CONSIDERATION AMOUNT:

- 4.1 The Allottee hereby agrees to pay to the ODP. a sum of Rs. **48,32,214.00 (Rupees Forty Eight Lakh Thirty Two Thousand Two Hundred and Fourteen Only).**
- 4.2 Time for payment of each of the amounts by way of consideration or other amount/s herein howsoever payable by the Allottee either as above or as contained elsewhere in this Agreement is of the essence of the contract. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever the Allottee commits any delay and/or default in payment of any of his dues, then in such event, without prejudice to the ODP's other rights and remedies including the right to treat such delay or default as a breach of this Agreement and to cancel, revoke and terminate this Agreement as mentioned hereinafter, the Allottee shall be liable to pay to the ODP, interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all such amounts and/or other dues in arrears, for the period of the delay in payment thereof. In addition to the Allottee's liability to pay interest as mentioned herein, the Allottee shall also be liable to pay and reimburse to the ODP, all the costs, charges and expenses whatsoever, including in respect of any litigation, which may be borne, paid and/or incurred by the ODP in such behalf. The ODP shall have first and paramount charge and lien on the said premises to the extent of the unpaid amounts and dues payable by the Allottee to the ODP under this Agreement.

Payment Schedule-

Sr. No.	Stage of Construction	Percentage of Payment	Cumulative Percentage
1	Towards Booking	10%	10%
2	Before the Execution of Agreement	20%	30%
3	Commencement of Footing	15%	45%
4	Commencement of Basement 1 slab	5%	50%
5	Commencement of Basement 2 slab	5%	55%
6	Commencement of Ground Floor	5%	60%
7	Commencement of 5 th Slab	5%	65%
8	Commencement of 7 th Slab	5%	70%
9	Commencement of Brickwork	10%	80%
10	Commencement of Plaster Work	10%	90%
11	Completion of Tiling	5%	95%
12	On Possession	5%	100%

5. CHARGES OTHER THAN CONSIDERATION AMOUNT:

- 5.1 The Allottee shall, over and above the consideration amount as stipulated in the preceding Clause, within 7 (seven) days from demand being made by the ODP in this regard and in any event prior to taking possession of the said premises, pay to the ODP, the amounts determined by the ODP towards his share of costs, charges, deposits and expenses (based on the area of the said premises, wherever applicable) for the following:

- (i) As advance maintenance charges for approx first 24 (twenty four) months from the date of possession, an amount of Rs 89,568.00 (Rupees Eighty Nine Thousand Five Hundred and Sixty Eight Only) computed on the area of the premises by the ODP (Refer Para 5.2) (N.B. : GST etc. also payable, if applicable).
- (ii) GST, LBT and any other tax/es/cess/es/levy/ies, impost/s as applicable or as may be made applicable, and increase if any, therein.
- (iii) Rs. 25,000 to be kept as interest free refundable deposit with the ODP as security for due observance and performance of all Allottee's obligations provided in the agreement (N.B.: GST etc. also payable, if applicable).
- (iv) Any other charges/dues as may be applicable and payable at the time of handing over possession of the said premises.

The amounts paid or becoming payable to the ODP by the Allottee under this clause are non refundable and shall not carry any interest. Save and except sub clause (iv) above, the ODP is not liable to render any accounts of such amounts to the allottee or the concerned ultimate body at any time

- 5.2 Commencing a week after notice in writing given by the ODP to the Allottee that the premises are complete and ready for fit-out/use and occupation (whichever is earlier) (irrespective of whether the Allottee has taken possession of the same or not, for any reason whatsoever), the Allottee shall pay on quarterly/half-yearly basis to the ODP, his share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, cost for running common area generator, cost for running sewage treatment plant, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, parking areas, gardens, open spaces and other parts of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) like operation and maintenance and repairs of CCTV system, escalators (N.B :- all costs, charges and expenses regarding escalators to be borne by holders of premises at Ground, first floor and second floor levels of Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) alone, stack parking machines if applicable, lifts, water pumps, costs of water, power and utility charges, equipments and other services, salaries of all staff including managers, chowkidars/security guards, sweepers, liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex comprised in subject property and such other expenses as are necessary or incidental for maintenance and upkeep thereof and all other charges and levies of like nature, payable in respect of the said Premises and the subject property, and enlisted in **Anx 'H'** hereto & payable to the ODP, the concerned Ultimate Body, any government, semi-government, local authorities, including the said PMC Authority and the Collector and/or public and/or private bodies, Security Agencies, House-keeping Agencies, etc. For this purpose, the Allottee shall pay to the ODP, on or before taking possession of the said premises, his estimated proportionate share thereof (based on the area of the said premises), as may be determined by the ODP as

outgoings for twenty four (24) months in advance in respect of the said premises which amount will not carry any interest.

- 5.3 Notwithstanding anything contained/provided otherwise including formation of concerned Ultimate Body, the ODP shall be entitled to maintain and manage the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex for a period of 2 (two) years from the date of grant of Occupation Certificate thereof and even after formation of the concerned Ultimate Body and the Purchaser hereby irrevocably consents to the same.
- 5.4 The ODP shall have absolute right to bifurcate, allocate, utilize, incur expenses, spend money towards maintenance charges and outgoings for the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex and/or the subject property, etc and the ODP shall, in the larger interest thereof, take decisions regarding the type, mode, quality of services to be provided therein including for security services, maintenance, cleaning, number of personnel to be employed for the same etc.
- 5.5 The ODP shall maintain a separate account in its books in respect of the amounts received. The said amounts shall not carry any interest and shall remain with the ODP until the Conveyance Deed is/are executed in respect of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) and the management thereof, is handed over by the ODP to the concerned Ultimate Body formed and registered as detailed hereafter, whereupon the same or the balance thereof, as the case may be, shall be paid over by the ODP to the concerned Ultimate Body after deducting and utilizing, appropriating and adjusting amounts therefrom, the expenses made for the purpose for which they have been received or otherwise.

6. TAXES:

The Allottee also agrees and affirms to the ODP that in the event of any claim or demand being made or raised as regards the applicability or liability to pay any additional GST or related/other levy, cess or charge, ancillary or related thereto pertaining of and/or incidental to this contract or any other related arrangement thereto, then the burden of such tax levy, cess or charge shall be solely and exclusively upon the Allottee and who shall forthwith pay and tender the same immediately on demand by the ODP and/or by any such authority without delay or demur and the Allottee shall further keep the ODP indemnified and harmless against any loss or damage suffered or incurred by the ODP as a result of non compliance or delay in compliance of the Allottee hereof. If such Tax or related levy, cess or charge is not paid within due time as demanded by the ODP and/or Authority/ies, the Allottee shall further keep the ODP indemnified and harmless against payment of interest as per the Act/s and penalty where upon, if any and for which dues the ODP shall have a lien/charge on the said premises for the same along with interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum till such time the Allottee pays/reimburses such amount/s to the ODP.

Without Prejudice to the foregoing, the Allottee shall be liable to bear and pay GST and/or any other levy on the consideration and/or other dues hereunder as demanded by the ODP and also deduct TDS as per Section 194 IA of Income Tax Act on the said amount/s hereunder and provide to the ODP TDS Certificate within seven days.

7. POSSESSION:

- 7.1 Subject to what is mentioned herein, the ODP shall give possession of the said premises to the Allottee on or about. The estimated date of completion of construction of Phase 1 and granting possession of premises therein is 31st December 2025,
- 7.2 However, the ODP shall be entitled to reasonable extension of time (at least of twelve (12) months) for giving possession of the said premises in concerned Phase/s after the aforesaid date/s, if the construction/development of the said concerned Phase/s of the Buildings Complex/ subject property is delayed on account of any or more of the following reasons:
- a) Non-availability of steel, cement, other building materials, water or electric supply/connection, or drainage/ sewage connection or labor, workers etc;
 - b) War, act of terrorism, civil commotion or act of God;
 - c) Any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
 - d) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the ODP or its agents, including strikes or other agitation by the workers, employees or laborer's of the ODP or the contractors or suppliers, or delay in completion of construction and development of the concerned Phase/s of the said Buildings' Complex/ subject property for reasons mentioned above;
 - e) On account of non-receipt of consideration amount from all the Allottees of premises therein and consequently hampered cash-flow; and/or;
 - f) Delay in issue of the certificate and/or grant of any permission, sanction, approval and/or order including but not limited to permission such as Commencement Certificate for construction above plinth, NOC for Environment, High Rise Committee and Occupation/Completion Certificate, as may be required respect of the said concerned Phase/s of Building Complex, to be issued by the said Appropriate authority or any other concerned authority.
- 7.3 The possession of the said premises shall be given by the ODP to the Allottee after 07 (seven) days of the Allottee making payment of the entire consideration and all other amounts, charges, deposits etc. whatsoever payable under this Agreement & the same being actually received and realized by the ODP and only after the Allottee shall have executed and/or registered such letters, writings, Undertakings, Declarations as may be required by the ODP.
- 7.4 Before delivery of possession or grant of license to enter the said premises to the Allottee, the Allottee shall inspect the said premises and the internal amenities provided therein and thereafter the Allottee will have no claim whatsoever and howsoever arising against the ODP in respect thereof and the same shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the ODP shall be discharged from its liabilities, responsibilities and obligations with regard to the same. Upon taking possession or license to enter the said premises, the Allottee shall have no claim against

the ODP in respect of any item or work in the said premises which may be alleged not to have been carried out or completed.

- 7.5 The Allottee further agrees and undertakes that during the carrying out of the fit out works in the premises the Allottee shall be solely and exclusively responsible and liable to ensure that the workmen, labors, agents and other representatives of the Allottee so entering upon the said premises shall work only within the premises and not in the common areas, lobbies, passages etc. and shall comply and adhere to all health, safety, security etc. guidelines, rules and regulations as may be prescribed by the ODP from time to time. The Allottee acknowledges that ODP shall not be liable and/or responsible for any untoward incident that may occur by virtue of the Allottee being permitted to carry out the fit out works or to enter upon the said premises as contemplated in this clause.
- 7.6 The ODP will furnish to the Allottee a Fit Out Manual at time of possession containing the definitive norms and standards, rules and regulations that the occupants of the units in the new building/s to be constructed by the ODP are required to adhere to and follow and observe for planning, designing and executing interior work for the units as well as the rules, regulations and guidelines to be followed, observed and complied with by them throughout the periods of their respective occupation of such units for the purpose of achieving and maintaining the appearance and visual effect of the units as also of the new building/s as a whole. In the event if the Allottee commits any breaches of the terms and conditions of the Fit Out Manual or causes any damage or nuisance to the concerned building or any common areas therein or in any adjoining Unit, then in any such event, the ODP shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the ODP from security deposit amount under Para 5.1 (iv) above for setting right such breach or restrain such damage or nuisance caused. The Allottee shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

8. Warranty:

- 8.1 Upon the Allottee taking possession of the said premises, he shall have no claim against the ODP as regards the quality of the building material used for construction of the said premises or of the nature of construction of the said premises or otherwise howsoever, provided that if within a period of 60 (Sixty) months from the date of handing over the said premises to the Allottee, the Allottee brings to the notice of the ODP any structural defect in the said premises or the material used therein or any unauthorised change in the construction then, wherever possible such defects shall be rectified by the ODP at its own costs and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the ODP reasonable compensation for such defect or change.
- 8.2 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex/subject property or any part thereof. The Allottee shall have no claim save and except in respect of the said premises hereby agreed to be allotted to the Allottee.

9. OTHER PREMISES :

9.1 The Allottee is aware that the ODP is going to/proposed to provide in or about the building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) comprised in the subject property inter alia the following:

- (a) Publicity Display Space/s on walls in lobbies, passages, external façade, hoarding/ signage in ground/floor spaces, terraces, parapets, ceilings, open area/s, etc. non-illuminated/illuminated/digital/other display;
- (b) Kiosks/Info Desks etc;
- (c) Pantry ;
- (d) Meeting Room:
- (e) Right of exclusive use of top-level terrace portion/s & atrium on ground floor
- (f) Electric charging points for Electric vehicles
- (g) Cafeteria along with the Open Space thereon

The items (a) to (g) above are briefly called “Ancillary Premises”. The above to be located in or about the various places in the subject property. The aforesaid is subject to the paramount and overriding right of the ODP to change the location thereof. The said ancillary Premises shall be provided and/or set up and/or managed and maintained by the ODP and/or such other person or body as the ODP may deem fit and proper including an independent entity. The ODP shall be entitled to retain with itself or to transfer the title/ possession/use of the said Ancillary Premises and all ancillary fixtures, fixings and amenities appurtenant thereto to any entity on such terms and conditions as the ODP may from time to time decide. All income and benefits, if any, arising of and incidental (or actual) to and from such Ancillary Premises shall be borne and shared by the ODP and or its assigns/entity and the concerned Ultimate Body in ratios of 75% and 25 % respectively. Provided all costs, charges and expenses for the management, maintenance of the ancillary premises as also repairs thereto shall be borne and paid by ODP/its assigns etc. and no part thereof is contributable by the Allottee/concerned Ultimate Body. It is expressly agreed and declared that the ODP/its assigns/entity shall, at all times hereafter including after the transfer of the said subject land and Complex thereon to the Ultimate Body, be at liberty and fully entitled to be enrolled as constituent/member of the concerned Ultimate Body as holders of rights of the Ancillary Premises with full right to use and enjoy all the facilities and benefits of the Ancillary Premises in that behalf. The Allottee irrevocably consents to the aforesaid and agrees and undertakes not to do or make to do any act, deed, matter or thing which would in any manner interfere or cause hindrance or affect the aforesaid rights of the ODP and/or all person/s claiming under or through it.

9.2 All aspects or matters whatsoever relating or incidental howsoever to the Ancillary Premises shall be decided and regulated or governed by the ODP/its assign/entity.

10. DECLARATIONS, REPRESENTATIONS AND RIGHTS OF THE ODP:

10.1 The ODP and/or person/s appointed by it shall maintain, manage, control and regulate the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex for a

period of 2 (two) years as stated in Para 5.3 above. During such time, the Allottee shall pay and the ODP shall collect such contribution towards the maintenance charges, outgoings and other charges and defray such outgoings and/or appoint agency, firm or any other person/s to do so on behalf of the ODP. Such agency, firm or any other person/s, if appointed, shall maintain, manage, control and regulate the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex and shall have the power and authority to collect an amount equivalent to 20% (Twenty percent) of the aggregate monthly outgoings from the Allottee, by way of their Management Fees for such period as the ODP may determine. The Allottee agrees for the same and further agrees and confirms that he shall not raise any objection, obstruction or dispute with regard to the aforesaid.

- 10.2 The development of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) on the subject land shall be in accordance with the plans approved or to be approved by the said PMC/Authority from time to time. The inspection of the sanctioned plans in respect thereof, as is currently sanctioned, has been provided to the Allottee. The plan is likely to change and it may vary on account of any reason whatsoever, and the ODP shall be entitled to develop the subject Land and/or the said Buildings' Complex as it may deem fit and proper including but not limited to consideration of the market condition, demand for commercial or other premises, change in laws, increase in the said entire Development Potential of the land in any form or by any reason whatsoever, etc. The Allottee has expressly agreed and confirms that, the ODP is entitled to make any variations, alterations, additions modification or amendment to the scheme of development of the said Buildings' Complex or any part/s thereof as ODP may deem fit in its absolute discretion including the relocating and/or realignment of any Area/s, other service utilities, connections and cable/pipe lines, open spaces, parking spaces, terrace/sit-out spaces, ancillary premises etc. as per the requirement of the development whereby to allow the ODP to meet with any requisition, objection or requirement of the concerned authorities and/or need to enable the development to be such as planned or envisaged by the ODP and for betterment of the same.
- 10.3 The ODP hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been or may be imposed by the concerned authorities at the time of sanctioning and/or re-sanctioning the plans of the development scheme of the Buildings' Complex/ subject land consuming the entire development potential of the land and shall obtain from the concerned authorities, the Completion Certificate/s in respect thereof.
- 10.4 Pending formation and registration of the concerned Ultimate Body in respect of **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex and/or execution and registration of the Conveyance Deed, the ODP may if it so desires, transfer or hand over the management and control of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex, to the Ad-hoc Committee formed for the purpose of such allottees of the units/commercial units and on such terms and conditions as the ODP may desire and deem fit. The Allottee agrees to un-conditionally co-operate and assist the ODP in this regard whenever called upon to do so.

- 10.5 The ODP shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the concerned Ultimate Body in respect of any unsold/unallotted premises including ancillary premises therein, save and except, the rents, rates, taxes, cesses and assessments payable in respect thereof to the appropriate authority and other Government, local or public or private bodies and authorities.
- 10.6 The development of the subject Land and/or the said Buildings' Complex shall be considered to be complete only on completion of the construction of all premises on the subject Land by consuming the said entire Development Potential of the land. The date of completion of development shall be considered to be the date on which the Completion Certificate is received in respect of last of the premises to be constructed in all the buildings as per entire scheme of development of the land.
- 10.7 The ODP has availed of and/or propose to avail of financial assistance from banks, financial institutions and other persons against security of the subject Land and of the construction made / to be made thereon, which have been/shall be charged to such bank/s/financial institutions/other persons as security for repayment of the financial assistance taken from them. The ODP hereby agrees that before handing over possession of the said Premises to the Allottee, it shall make out clear and marketable title in respect thereof and shall obtain a letter releasing charge of such Bank/s and/or financial institution/s, if any, enabling the ODP to complete the defect sale in respect of the said Premises in favour of the Allottee; subject property in favour of the concerned Ultimate Body/ies (as the case may be), free of any of their charge or claim over the same. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee under this Agreement in respect of the said Premises, the ODP shall be absolutely entitled to and have the right to create charge or lien on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of its rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Buildings' Complex, the subject Land or construction thereon or an any part or parts thereof. The ODP undertakes to clear and cause to be cleared the encumbrances, if any, including any right, title, interest or claim of any person/s in, to or upon the subject Land/property prior to the execution and registration of the Deed/s of Transfer and shall ensure that the subject Land/property is free from all encumbrances and that the ODP has clear and marketable title to the same.
- 11. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE:**
- 11.1 The Allottee has verified and is satisfied with the title of the ODP in respect of the subject land & the various Phases contemplated in the scheme of development thereof (now and/or proposed). The Allottee agrees and confirms not to raise any objection or requisition now or later in respect thereof.
- 11.2 The Allottee, after having understood the intention of the ODP to implement the scheme of development of the land in various stages / Phases, and having satisfied himself thereof, acknowledges, accepts, understands and agrees that the ODP is fully entitled to carry out and

implement the scheme of development thereof and to the alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by the ODP, and agrees not to raise any dispute or objection to the ODP in implementing such scheme of development and/or making and effecting construction on the subject land on any ground whatsoever, including that of actual or perceived nuisance or annoyance etc., and the Allottee agrees to extend all co-operation and assistance to the ODP in respect thereof at all times hereafter, even after entering into occupation of the said Premises and the Allottee, (either as such Allottee or as member of the concerned Ultimate Body) shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the ODP in relation to the said entire Development Potential of the land and the utilization, consumption and/or transfer thereof, including the right of the ODP to deal with or dispose of the same in such manner as the ODP may deem fit. The Deed/s of Transfer shall contain necessary covenants in favour of the ODP in respect thereof. The Allottee hereby further agrees that even after formation and registration of the concerned Ultimate body and at all times thereafter, the Allottee as such and as member of the concerned Ultimate Body, shall not create any hindrance or obstacle in the ODP's exercising its rights to carry out construction and development of the said Buildings Complex in accordance with the said scheme of development and shall not raise any obstruction or interfere with the rights of the ODP in relation thereto.

- 11.3 It is expressly understood that the right of the Allottee is restricted to the said premises agreed to be hereby acquired and no further or other and the Allottee shall (subject to use and enjoyment of specified common areas and utilities in common with the other premises Allottees) not be entitled to claim right to any other areas in the Buildings Complex/ Subject property such as parking spaces, terrace, ancillary areas and premises.
- 11.4 The ODP shall be entitled to utilize and/or avail of power and water supply from connections, lines or storage tanks and other conveniences and amenities for the aforesaid purposes and the Allottee hereby consents to the same.
- 11.5 The Allottee, with the intention to bind all persons into whosoever's hands the said Premises may come, hereby agrees, undertakes and covenants with the ODP as follows:
- (a) The Allottee is aware that the ODP shall implement the scheme of development of the said Buildings' Complex as envisaged herein. The ODP has informed the Allottee that for the speedy completion of such scheme of development, the ODP is required to and shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures in the said Buildings' Complex, and the Allottee shall, not only as allottee of the said Premises, but also as a member of concerned Ultimate Body, not at any time raise any objection, obstruction on any ground whatsoever. The Allottee shall not interfere with the rights, powers and authorities of the ODP in respect of implementing the scheme of development of the said Buildings' Complex. The Allottee hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Allottee does hereby undertake to cooperate with and render all assistance to the ODP in respect of the development of the same;

- (b.i) To maintain the said Premises at the Allottee's own costs and expenses in good and tenantable repair and condition from the date when possession of the said Premises is offered and shall not do or suffer or permit to be done anything in or to the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) in which the said premises is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the provisions hereof or the rules, regulations or bye-laws of the concerned Ultimate Body or of the ODP or the concerned government, local or public or private bodies or authorities. The Allottee shall also not change, alter or make any addition in or to the said Premises (of temporary or other nature including removal/addition of any wall/s, etc) or to any part of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING). In the event of the Allottee contravening any of the aforesaid provisions, the Allottee shall be responsible and liable for the consequences thereof;
- (b.ii) To carry out at his own costs and expenses, all internal repairs to the said Premises and to maintain the same in the same condition, state and order in which it was delivered by the ODP to the Allottee and the Allottee shall not do or suffer or permit to be done anything in or to the said Premises or in or to the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING), which may be against the rules, regulations and bye laws of the concerned Ultimate Body or of the ODP or the concerned government, local or public or private bodies or authorities; and in the event of the Allottee doing or committing or omitting to do any act, deed or thing in contravention of the above, the Allottee shall be responsible and liable for the consequences thereof to the ODP, the concerned Ultimate Body and/or the concerned government, local or public or private bodies or authorities;
- (c) In the event, the Allottee would carry out any unauthorized construction/ modification in the said Premises or would cause any damage or decay to the same, then the Allottee shall rectify and make good all defects, decays, want of repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the ODP, the concerned Ultimate Body and/or from the concerned government, local or public or private bodies or authorities in that regard;
- (d) For sake of efficacy and other causes and concerns of security etc., it is stipulated that the units of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex comprised in ground, first floor and second floors (ie. retail premises) shall have operation hours between 8.30 am to 11 pm Mondays to Sundays and units comprised in 3rd floor and above floors (i.e. office premises between 8.30 am to 10 pm Mondays to Saturdays except during Festival days and special occasions and/or he has permission for 24x7 operating hours from any government body/corporation, and, as may be decided by the ODP and/or the concerned Ultimate Body as the case may be. Extension of operational working hours may be permitted by the ODP/concerned Ultimate Body as per norms fixed in such behalf. The Allottee shall adhere to the above without any let or demur.
- (e) The Allottee shall use the said Premises and permit the same to be used only for the purposes contemplated/ allowed by the concerned authorities as per DCR and as contemplated herein.

The Allottee shall not use and / or permit to be used the said Premises or any part thereof for any illegal or immoral purpose;

- (f) To pay to the ODP, within 7 (seven) days of demand by the ODP, his share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone or any other service/utility connection to the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex in which the said Premises is situated;
- (g) To bear and pay proportionately or otherwise, as may be required, all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premium and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private bodies or authorities, the insurance company and/or any other persons in respect of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the said Premises by the Allottee, i.e. user other than the user stipulated herein, then the Allottee shall be solely liable to bear and pay the entire amount of such increase/s;
- (h) To observe, perform and comply with all the rules, regulations and bye-laws which the ODP may specify and those which the concerned Ultimate Body, may adopt or frame at its inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex and all the premises therein and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private bodies and authorities. The Allottee shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the ODP and concerned Ultimate Body, regarding the occupation and use of the said Premises and the car parking space/s and regarding the use of all ancillary common areas, amenities and facilities in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) and the Allottee shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;
- (i) To co-operate with and give and render all assistance and facilities to the ODP and to do and perform all acts, deeds, things and matters, as may be required by the ODP from time to time and at all times hereafter, including to sign, execute and admit execution of all necessary writings, documents as may be required by the ODP within 7 (seven) days of the ODP's intimation thereof and to attend the ODP's office in this regard, for the purpose of exercising, enjoying and effectuating the ODP's authorities, powers, rights, benefits and interests in respect of and/or relating to the subject Land and/or the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) and for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the ODP to carry out and complete the scheme of development in the manner that may be desired and deemed fit and as envisaged by the ODP as mentioned in this Agreement;

- (j) To carry out permissible alterations in the said Premises only after submission and approval of plans and specifications thereof to the ODP and/or the concerned Ultimate Body (as the case may be) and obtaining their prior written approval in respect thereof;
- (k) To contribute his share of expenses to paint, repair, water proof and refurbish the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex and appurtenances thereto every 3 (three) years and/or at such interval of time as may be determined by the ODP and/or concerned Ultimate Body and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the ODP or concerned Ultimate Body may determine and to extend all co-operation, assistance and facilities for the same;
- (l) To install only internal air-conditioning units in the space/s provided in the said Premises for the same and any external units and/or any other type of air-conditioning installation to be provided at common location as per fit out manual.
- (m) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. In case such debris is not removed by the Allottee, the Allottee shall pay/reimburse the ODP and/or the concerned Ultimate Body the cost incurred in the removal of such debris;
- (n) To permit the ODP and/or the concerned Ultimate Body and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex, the said Premises or any part thereof, to view and examine the state and condition thereof and/or for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Premises for the benefit of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING), as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Premises and/or any other premises therein in respect whereof, the Allottee herein and/or the owner/s or occupier/s of such other units and premises, as the case may be, shall have made delay/default in making payment of his share or contribution of the water and electricity charges and/or any other amount/s or outgoing/s. The Allottee shall not obstruct or hinder the ODP and/or the concerned Ultimate Body, its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;
- (o) Not to store in the said Premises any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the said Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building) in which the said Premises is situated, or the storing of which goods, objects or materials is objected to or prohibited by the ODP and/or the concerned Ultimate Body or the concerned government, local or public or private bodies or authorities and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the entrances, staircases, common passages or any other structure or part of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING)

and in case any damage is caused to the lifts and/or to the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) or any part thereof and/or to the said Premises on account of any negligence or default of the Allottee or his servants, agents, contractors, workmen, employees, visitors or guests, then the Allottee alone shall be liable and responsible for all the consequences of the same and to pay the damages for the loss caused or suffered;

- (p) Not to do or carry out any painting, decoration or other work to the exterior of or outside the said Premises, without the prior written permission of the ODP and/or the concerned Ultimate Body;
- (q) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) and/or in any part of the said. Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex (except at designated places), without the prior written permission of the ODP and/or the concerned Ultimate Body;
- (r) Not to demolish or cause or permit to be demolished the said Premises or any part thereof, nor at any time to make or cause or permit to be made any additions or alterations of whatever nature in or to the same or any part thereof, nor to make any alteration in the elevation or outside color scheme of the said premises or of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex in which the said Premises is situated. The Allottee shall keep the porticos, sewers, drains and pipes in the said Premises and appurtenances thereto in good and tenantable repair, order and condition and in particular, so as to support, shelter and protect other parts of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) in which the said Premises is situated and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs, flooring or RCC parties or other structural members in the said Premises, without the prior written permission of the ODP and/or the concerned Ultimate Body and wherever necessary, without the prior written permission of the concerned government, local or public or private bodies and authorities;
- (s) Not to cover or enclose in any manner whatsoever, the open terrace/s / garden/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the said Premises. If the Allottee desires to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the said Premises, then the Allottee shall obtain the prior written permission of the ODP and/or the concerned Ultimate Body to do so and such grill/s, safety doors etc. shall be fitted on the inside alone in order to maintain aesthetic / architectural elevation, the Allottee shall ensure that the designs, color scheme and position thereof are strictly in accordance with the stipulated designs and specifications and permission given by the ODP and / or the concerned Ultimate Body in that regard;
- (t) Not to put up any signs or any other thing in the windows, balcony/ balconies or the terraces/gardens of or appurtenant to the said premises;
- u) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said **“Triaa Vasantam City Center Phase 1”** (Commercial

Building) and/or the other structures on the subject Land or any part/s thereof, whereby or by reason whereby of any increased premium shall become payable in respect of the insurance and the Allottee shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company, if the same is directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Allottee;

- (v) Not to throw dirt, rubbish, rags, garbage or other things, or permit the same to be thrown from the said premises in the compound or any portion of the Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building) Complex/subject property;
- (w) Not to do or perform, or cause / permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other premises in the said Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building) and/or to the owners or occupiers of any adjacent or adjoining properties;
- (x) Not to transfer, assign, let, sub-let, or give on leave and license, lease, caretaker, table/cabin space basis or tenancy basis or induct any person/s into or part with the said premises and/or the Allottee's right, interest or benefit under this Agreement or part with the possession thereof or any part thereof without the prior written consent of the ODP. On such request being made to the ODP, the ODP shall grant such consent to the Allottee only if the Allottee has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the ODP in this regard, including payment of such transfer charges, fees and/or other amounts to the ODP, as may be specified by the ODP and payment in full of all amounts, dues and charges payable by the Allottee to the ODP under this Agreement. After execution of the Final Transfer Deed/s, the above shall be subject to norms of the concerned Ultimate Body.
- (y) Not to demand partition of the Allottee's interest in the Building **“Triaa Vasantam City Center Phase 1”** (Commercial Building)/subject property. It being expressly agreed, understood and confirmed by the Allottee that his interest therein is impartible.
- (z) The Allottee/s shall in addition to the aforesaid, observe and perform the following rules and regulations:

1. Alteration work, furniture work and the like

- 1.1 Before commencing the required work/alteration the Occupant/ Owner must:
 - 1.1.1 Obtain prior written approval/permission from the ODP or concerned Ultimate Body, as the case may be, to carry out such work;
 - 1.1.2 Inform the ODP or concerned Ultimate Body, as the case may be, regarding approximate time/duration that the work will go on and also in case of any change from the proposed alteration/work;
 - 1.1.3 Inform the ODP or concerned Ultimate Body, as the case may be, the name of the contractor appointed for carrying out such work, and also obtain an undertaking from the appointed

contractor and/or the Allottee that neither the contractor nor his workers will waste water, dirty common areas, spit on walls and cause any nuisance to Occupants/ Owners of the other premises in the building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING), and in case of any damage caused, it would be to the cost and consequences of the allottee/ contractor/ Occupant/Owner alone.

- 1.2 Such work must only be carried out during designated time periods and days as decided by the ODP or concerned Ultimate Body, as the case may be. Time allotted for carrying out such work is from 8:00 a.m. to 8:00 p.m. Extension of time may be permitted as per norms stipulated by ODP and/or concerned Ultimate Body.
- 1.3 While carrying out such work, the Occupant/Owner will not be allowed to make any changes whatsoever to the elevation, paint, walls, windows and the like of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING)/ premises.
- 1.4 In the event that any grills and safety doors have to be installed in windows, the same would have to be done from inside the premises and not from the outside,
 - 1.4.1 The design of the grill/safety doors will have to maintain uniformity throughout the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING)/ premises and must only be as per the designated designs, details of which are/will be available at the site office of the ODP or concerned Ultimate Body.
- 1.5 The Occupant/Owner will neither be allowed to make changes to the entrance door nor any change in the external wall color.
- 1.6 The Occupant/Owner will not change/alter any internal piping/plumbing or electrical wiring, in any manner whatsoever, without the prior written approval/permission from the ODP and/or concerned Ultimate Body, as the case may be.
- 2. For maintenance of aesthetics of the Building “Triaa Vasantam City Center Phase 1” (COMMERCIAL BUILDING)/ premises, the Occupant/Owner must ensure that:**
 - 2.1 No cable wires or satellite dishes to be kept hanging anywhere in or about the premises. Satellite dishes to be fitted in the designated area only.
 - 2.2 Common passages be free from impingement of any kind including construction material, shoes, shoe racks, grills, mannequins, display boxes and the like;
 - 2.3 The lift is not permitted to be used for carrying heavy materials such as plywood, marble, cement bags and the like. In case of heavy materials, only the use of staircase is permitted;
 - 2.4 Drawing of graffiti on the walls, lifts and other common areas is strictly prohibited;
 - 2.5 No garbage is to be left outside the premises. At a pre-designated time, the housekeeping staff will pick up the garbage every morning.
- 3. Letting out of Premises on Lease/License**
 - 3.1 Premises within the complex can be let out on license or lease basis only for purposes as per sanction for any other purpose will not be permitted whatsoever.

Written permission of the ODP or concerned Ultimate Body, as the case may be, must be taken by the Owner before licensing/leasing/ renting the premises to any third party;

4. Other general rules to be followed by Occupants/Owners

- 4.1 Be generally co-operative towards other occupants and neighbors, maintain peace and harmony and be conscious of keeping the environment clean and green. The Allottee is aware that for aesthetics and better management etc. of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex, it is desirable that do's and don'ts be observed and/or ensure to be observed by all concerned. Accordingly every infringement and/or breach of norms of usage now or hereafter prescribed by ODP/concerned Ultimate Body shall invite a penalty of minimum of Rs. 500/- per infringement/ breach per day or such other amount as may be stipulated by ODP/concerned Ultimate Body in such behalf and such penalty amount/s shall be duly paid by the errant Allottee.
- 4.2 Without prejudice to the generality of stipulations above, the Allottee covenants that after the Allottee is put in possession of the said premises, the Allottee shall ensure that the said same is used by the Allottee and all persons authorised by him in a manner which would not affect or prejudice the rights of use and enjoyment of the other holders of the premises in the said **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex in the manner in which he is entitled to and in particular the Allottee shall ensure that the conditions herein are strictly observed and performed by him and all persons claiming by, through or under him and the servants and agents and other persons authorised by the Allottee. It is expressly agreed that breach of any of the said conditions by the Allottee or other persons as aforesaid will entitle the ODP and/or after the concerned Ultimate Body is formed, such concerned Ultimate Body to treat such breach of the condition/s as a material breach of the terms and conditions of this Agreement and exercise all rights contained including for termination of this Agreement.
- 4.3 It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

12. SPECIAL CONDITIONS, GOVERNING THE SALE:

12.1 It is an express, essential, vital and integral term and condition of this Agreement that:

12.1.1. The ODP has informed the Purchaser of the following:

- a) The wall space on the front façade will always bear the complex name sign **“Triaa Vasantam City Center Phase 1”**
- b) The ODP shall provide a sign board/hoarding/neon/other sign at the top terrace level displaying any signage/s with the prefix **“Triaa”** at no costs or charges whatsoever payable therefore to the concerned Ultimate Body:
- c) There are various wall spaces in or about the common areas of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex right from the lowest floor to the top most floor as also there are spaces or spots along the floor of the atrium area and the ceiling area of the atrium and appurtenances to be exclusively retained by ODP and/or its nominees. The ODP shall have at all times the unfettered right by itself or by its nominees to use of such spaces for display of Advertisements or products of any kind and all income and benefits arising therefrom and all expenses and outgoings whatsoever shall be borne and share

by the ODP and its assigns/entity and the concerned Ultimate Body. The ODP and/or its nominees will always be in charge of such activity and no interference will be had from the concerned Ultimate Body.

- d) The Purchaser is made aware by the ODP that the premises in Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex located on the top floor with appurtenant and/or overhead terrace/s with appurtenant/over-head terrace/sit-out/s are to be put to use for the purposes inter alia of Restaurant/Fine Dining areas.
 - e) The Purchaser is made aware by the ODP that Pantry Room/Canteen/Snack Bar/Cafeteria/may be proposed to be provided at some of the floors of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex for convenience of use thereof by the Occupants/Owners of the various premises on basis pay as use at rates as may be prescribed there for from time to time. The conduct of activity of Pantry/Canteen/Snack Bar etc. may at the discretion of the ODP be outsourced to any party on terms decided by the ODP and all such arrangements shall be binding on the Purchaser and the concerned Ultimate Body.
- 12.1.2 The ODP is entitled to make variations, alterations, amendments or deletions to or in the scheme of development thereof, layout and plans of relocating/realignment of the water, power, sewage, telephone and other service and utility connections and lines, overhead, underground tanks, pumps, open spaces, parking spaces and all or any other areas, amenities and facilities and/or varying access and/or its location, to the said Building/s therein as they may deem fit or if the same is or are required by the concerned authorities.
- 12.1.3 The ODP shall form and register an Ultimate Body comprising of Purchasers and allottees of the premises in such building/s and the ODP and/or its nominees in respect of hoarding spaces, Ancillary premises etc. in the said Building/s, which will be an association of persons duly incorporated or formed under such law for the time being in force viz, à Co-operative Society formed under the Maharashtra Co-operative Societies Act, 1960 (“the Ultimate Body”) for the management, maintenance, regulation and control of the matters related to the affairs and administration of such concerned Building/s and the concerned Ultimate Body and for such other purposes as the ODP may decide, subject to any common rights, benefits, easements etc. of all the other building/s in the said subject property.
- 12.2 The said premises sold by the ODP to the Allottee are subject to the following:
- 12.2.1 Any schemes and resolutions affecting or pertaining to the said Buildings Complex or the subject Land or any parts thereof, made or to be made by the ODP and any government, Semi-Government, local or public or private body or authority, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in all the orders, sanctions, permissions and approvals granted and/or given and to be granted and/or given by such bodies and authorities in respect of the subject Land and the development thereof.
 - 12.2.2 All the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the ODP and the holders of the respective premises and spaces in the buildings constructed or to be constructed thereon.

- 12.2.3 The terms, conditions, covenants, stipulations, provisions and restrictions as have been and may hereafter be specified are and shall be for the more beneficial and optimum use and enjoyment of the subject Land and the said subject property and the buildings and structures constructed and/or to be constructed thereon by the ODP.
- 12.2.4 All easements and other rights, interests and benefits, if any, affecting and/or for the benefit of the subject land and/or any construction/s thereon and/or the owners and occupiers of any contiguous, adjoining or adjacent lands and the liability, responsibility and obligation of the Allottee and/or the concerned Ultimate body, to repair and maintain and/or to contribute to the repairs and maintenance of roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities and utilities of or affecting the subject land and the said Building's. In this regard, the ODP shall not be liable or required to show the creation of, or define or apportion any burden.
- 12.2.5 All the terms, conditions, covenants, stipulations and provisions contained in the agreement/s, various undertakings given or to be given to various authorities and permissions granted by such authorities, special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the development of the subject land and the said building's and all terms, conditions, covenants, stipulations and provisions in respect of the car parking space/s, designated spaces as above, rights and privileges, common areas and facilities and amenities provided and/or to be provided for the benefit of the subject Land and/or any construction/s thereon including the said building's.
- 12.3 The Allottee agrees, declares, confirms and acknowledges that prior to the execution hereof, that the ODP have acquired the subject Land together with development/ownership rights, benefits and potential for valuable consideration and the same absolutely and exclusively belong to and vest in the ODP. Such development/ownership rights, benefits and potential include the right to use, consume, enjoy, assign and/or transfer the entire or part of the said entire Development Potential of the subject land available in respect of and/or arising out of the subject Land in any manner and for any purpose, as may be permitted by law from time to time. The sure times shall have the exclusive, unconditional and unrestricted right to and in respect thereof -
- (i) The discretion to use, utilize and consume any part/s of the aforesaid entire Development Potential of the subject land for construction on or in respect of the subject Land including for effecting the additional construction thereon and/or on any other land and/or property, as may be permitted by law and/or sell or otherwise alienate the same to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the ODP and as may be permitted by law;
 - (ii) It is permissible for the ODP to acquire DR in respect of the subject Land and/or TDR in respect of other properties and/or potential of land/s in vicinity etc. and to carry out construction on the subject Land and/or the said Building by utilizing such DR and TDR so acquired and as permitted under rules, regulations or laws and to utilize such DR and TDR in any portion of the subject Land; and

- (iii) The entire development as afforested and construction carried out by the ODP by utilizing and consuming the said entire Development Potential of the subject land shall be the property of and exclusively belong to the ODP, who shall be entitled to hold and deal with the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the ODP may desire, and to appropriate such consideration as deemed fit and proper by it.
- 12.3.1 The document/s (Conveyance Deed) to be executed for transfer of ownership of the allocate interest in the subject land (pro-rata to the potential of the concerned building) with defined area of portion land out of the land with the concerned building thereon and appurtenances in favour of the concerned Ultimate Body or otherwise (building wise) which shall contain the necessary terms, conditions, covenants and provisions in respect of and including but not limited to what is mentioned in this clause as may be desired and deemed fit by the ODP. Suitable Deed of Common Covenants will be executed between the concerned building wise Ultimate Body/ies formed.
- 12.4 It is expressly clarified, agreed and understood that the ODP shall, at all times hereafter, including after execution and registration of the Deed/s of Transfer, have the irrevocable and unconditional right to and be entitled to nominate any person/s whomsoever, including person/s who are not allottees, purchasers or occupiers of the units or premises in the said Buildings' Complex, to use and enjoy and have the benefit of the spaces and areas and facilities such as hoardings, wall spaces, pantry if applicable, canteen if applicable, parking areas, etc. or any part/s thereof, on the terms and conditions as may be desired and deemed fit by the ODP. The Allottee hereby expressly consents and agrees to the aforesaid and accordingly, the Allottee, for himself and as member of the concerned Ultimate Body, shall not raise any objection or dispute in respect of the same and the allottee shall co-operate with the ODP in respect thereof.
- 12.5 The Allottee hereby irrevocably consents and authorizes the ODP to represent him in all matters regarding property tax assessment and reassessment before the concerned local authorities and decisions taken by the ODP in this regard shall be binding on the Allottee. The ODP may till the execution of the Final Conveyance Deed/s represent the Allottee and his interest and give consent, NOCs and do all the necessary things in all departments of Collect orate, Road, Water, Building Tax Assessment, Government and Semi-Government, MSEDCL, PMC etc. on behalf of the Allottee and whatever acts so done by the ODP on behalf of the Allottee shall stand ratified and confirmed by the Allottee.
- 12.6 The Allottee hereby authorizes and allows the ODP to represent him for changing the position of Roads, Open Spaces, Parking lots, other common amenities, staircases, lobbies, underground/over head water tanks, Transformers, garbage dust bins, septic tank, sewage lines, water lines, etc. as per the requirement and the Allottee will not take any objection for the same; the Allottee is made aware that position of MSEB Meters/Boxes, letter boxes and Generator back up will be decided later on once the construction of Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) is complete and no objection will be taken regarding place of installation for the same.

12.7 All costs, charges and expenses including stamp duty and registration charges payable in respect of this Agreement shall be borne and paid exclusively by the Allottee only. The charges payable on all deeds, documents, instruments and writings incidental or related to the same, or to be executed in pursuance hereof, including on the transfer of ownership of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) in favour of the concerned Ultimate Body and/or the Conveyance Deed and other deeds, documents and writings including the costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the ODP's Advocates and towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee and by the Purchasers of the other premises in the said Building/s and/or the said subject property, as the case may be, and within such time as may be specified by the ODP in that behalf. The ODP shall not bear or pay the same, or contribute towards the same.

12.8 The said Building COMMERCIAL BUILDING shall always be known as **“Triaa Vasantam City Center Phase 1”**. This covenant shall at all times be binding upon the successors-in-title of the ODP and/or the Allottee including the concerned Ultimate Body/ies.

12.9 OTHER TERMS:

12.9.1 The Allottee, along with the allottees of other units and premises in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) alongwith the ODP in respect of the unsold units and premises and spaces etc. as above shall join in forming and registering the concerned Ultimate Body, as the ODP may deem fit & such concerned ultimate body to be always known by prefix **“Triaa Vasantam City Center Phase 1”** which name shall not be changed by the Allottee or the concerned Ultimate Body without the prior written consent of the ODP. For this purpose, from time to time, the Allottee shall co-operate with the ODP and shall sign and execute application forms and other writings for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the concerned Ultimate Body and for becoming a member thereof and to duly fill in, sign and return the same to the ODP within 15 (fifteen) days of the same being forwarded by the ODP to the Allottee and/or attend the office of the ODP so as to enable the ODP to register the concerned Ultimate Body at the relevant time after completion of entire permissible construction in the said subject property, as the case may be, or otherwise if so deemed necessary by the ODP.

12.9.2 All costs, charges and expenses whatsoever for and in respect of the formation and registration of the concerned Ultimate Body shall be borne and paid by the Allottee along with the Allottees, transferees and purchasers of all the other units and space/s in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING), as the case may be, and the ODP shall not bear or pay the same or contribute towards the same at all, if any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the Allottee and/or by the Allottees of any of the other units/premises/ space/s in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex, as the case may be, then the ODP shall not be responsible for any delay in the formation or registration of the concerned Ultimate Body.

- 12.9.3 Upon the concerned Ultimate Body being formed and registered & the charge of the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) . is duly handed over & transferred by ODP to the concerned Ultimate Body (which in any event will not be before expiry of 2 (Two)years or as decided by the ODP, from the grant of the final Occupancy Certificate of the developments effected with regard to the same by the ODP) the rights, benefits and interests of the Allottee herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- 12.9.4 The terms, conditions, covenants, stipulations and provisions of this Agreement and deeds, documents, instruments and writings related or incidental hereto, shall be binding upon the concerned Ultimate Body. The concerned Ultimate Body shall at appropriate time after being formed and registered, respectively pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and of all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed), or such of them as the ODP may require; and shall additionally pass such resolutions agreeing and undertaking to be bound by the same and the Allottee shall vote in favour of such resolutions.
- 12.9.5 Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the subject Land or any part thereof in favour of the Allottee. So far as the Allottee's rights, interest and benefits are concerned, the nature and scope of this Agreement is limited to the said premises. The lobbies, staircases, lifts, common entrances, passages/corridors, common terraces forming part of the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) shall, save as otherwise herein provided, remain property of the ODP until transfer of ownership in respect of the said property in favour of the concerned Ultimate Body which in any event be subject to rights and privileges reserved unto ODP or any particular premises therein as per the scheme of development thereof. The Allottee shall also not have any claim, save and except, in respect of the said premises hereby agreed to be sold to him.
- 12.9.6 The common areas, amenities and facilities (shared or otherwise) in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the ODP until execution and registration of the Conveyance Deed.
- 12.9.7 It is expressly clarified, agreed and understood that terrace spaces, if any, forming part of and attached/appurtenant to any of the premises in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING), are intended for and shall be exclusively used and occupied by the respective Allottees and/or allottees of such premises. The Allottee and other allottees of such premises shall not enclose the terrace spaces without the prior permission in writing of the ODP and the concerned Ultimate Body and also of the concerned government, local or public or private bodies and authorities and in case such permissions are granted by the ODP, the concerned Ultimate Body and such concerned bodies and authorities, the Allottee and other allottees of such premises shall observe, perform and comply with all the

terms and conditions as may be stipulated in respect thereof and such Allottees and allottees alone shall be liable and responsible for payment of the fees, charges, assessments, levies, penalties, fines and other amounts whatsoever which may be charged, imposed or levied by such bodies and authorities and also for the consequences arising from any breach or violation of the terms and conditions which may be imposed / stipulated by such bodies and authorities.

- 12.9.8 Notwithstanding anything contained to the contrary, the ODP has made known to the Allottee that the Municipal Corporation or relevant authorities due to its own shortfall and constraint may nevertheless be unable to provide adequate water supply and in such circumstances in case the ODP is required to arrange for supply of water from private agencies, then the Allottee shall be liable to pay to the ODP necessary water charges as may be calculated by the ODP till such time the concerned Ultimate Body is formed and charge handed over to the concerned Ultimate Body and thereafter to such concerned Ultimate Body. In the event the Allottee and other allottee/s default in paying such necessary water charges then the ODP shall in no way be held liable or responsible for interruption or irregularity in supply of water.

13. FUNDAMENTAL STIPULATION:

The Allottee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the ODP has agreed to and is executing this Agreement and the Allottee hereby agree/s to indemnify and keep indemnified the ODP absolutely and forever from and against all and any damage or loss that may be caused to the ODP including inter alia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the ODP, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the ODP entering into this Agreement and/or any other present/future writings with the Purchaser/s and/or arising therefrom.

14. TERMINATION:

- 14.1 Without prejudice to what is stated hereinabove and any other rights and remedies whatsoever of the ODP in this regard, including its right to claim loss or damages from the Allottee, if the Allottee commits any default and/or delay in payment of any of his dues and/or in observing, performing and complying with any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, the ODP shall be entitled at its sole discretion to cancel and terminate this Agreement. The ODP shall give to the Allottee 15 (fifteen) days prior notice in writing of the specific breach or breaches of the provisions, terms and conditions in respect whereof it is intended to cancel and terminate the Agreement and if the Allottee defaults in remedying or rectifying such breach or breaches within the time specified in the notice, this Agreement and all other documents or writings related and incidental thereto, shall forthwith but at the discretion of the ODP, stand cancelled and terminated without any further act, deed or writing being required for the same.
- 14.2 It is clearly and expressly agreed and understood between the ODP and the Allottee that upon such cancellation and termination:

- (i) The ODP shall be entitled to deal with and/or dispose off the said premises at such price and in any manner as the ODP may determine and deem fit and proper in its sole and unfettered discretion and the Allottee shall not be entitled to dispute or question such sale and/or dealing with of the said premises or to claim any amount whatsoever from the ODP;
- (ii) The Allottee shall not be entitled to any claim in respect of the appreciation in value of the said premises as a result of increase in market price and/or as a result of any accretion or improvement to same made at the request of the allottee prior to handing over possession of the said premises or otherwise arising howsoever;
- (iii) The ODP shall have the right and be entitled to forfeit all or any part of the amounts whatsoever, including the consideration and towards deposits and outgoings paid by the Allottee to the ODP until the date of termination, as the ODP may in its sole and unfettered discretion determine. However the ODP may, at its sole option instead of forfeiting all amounts paid by the Allottee as aforesaid, forfeit 25% (twenty five percent) of the total sale consideration amount and it may refund the balance amount remaining to the Allottee (but without any further amounts by way of interest, compensation, damages or otherwise), only after resale of the said Premises or on the date when possession of the said Premises would have been handed over to the Allottee, had such termination not occurred, whichever is earlier. The ODP shall pay such amount only after deducting from such balance amount, the interest due or payable for any delayed payment whatsoever made by the Allottee, the costs and expenses incurred by the ODP for any additional, extra or special work done and carried out by the ODP in the said Premises as per the request or instructions of the Allottee and all other amounts which may be found due or payable by the Allottee to the ODP under this Agreement and/or ally document, instrument or writing related or incidental to this Agreement and executed by and between the ODP and the Allottee until the date of termination.
- (iv) The Allottee hereby agrees, accepts, acknowledges and confirms that sending and/ or forwarding of such Notice or refund amount, if any, by cheque, demand draft and/or pay order by the ODP to the Allottee the Allottee's address or email id given in this Agreement or at such changed address or email id as intimated to the ODP pursuant to Clause 14 hereof, shall be deemed to be and shall amount to be a valid service of Notice and due refund having been made by the ODP of such amount and the same shall completely discharge the ODP of its obligation in this regard.
- (v) Without prejudice to the ODP's rights as aforesaid, in the event, if the ODP cannot sell the said Premises at a price higher than it had agreed to sell to the Allottee and if it suffers any loss or damage on this account, then the ODP shall be entitled to claim from the Allottee, the amount of loss or damage so suffered by it on resale or attempted resale of the said Premises and the costs, charges and expenses which may be incurred by the ODP in that regard.

15. FORMATION AND REGISTRATION OF ULTIMATE BODY AND EXECUTION OF DEED/S OF TRANSFER:

- 15.1 It is hereby expressly clarified, agreed and understood that the ODP shall, in its sole discretion, form and register one Ultimate body of the Allottees of all the premises in the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING).

- 15.2 It being the intent that the Allottee shall not claim and or demand independent right, title or interest in respect of the subject Land or any part thereof, until the executant as the Conveyance Deed. The Allottee shall not raise any objection or dispute in respect of the same and shall be bound to render all co-operation and assistance to the ODP in this regard, including signing and executing all the necessary writings/documents.
- 15.3 After expiry of period of 2 (Two) years of the completion of the entire project and the concerned Ultimate Body is formed and registered as contemplated above, the ODP shall convey and transfer and/or caused to be conveyed and transferred to the concerned Ultimate Body as may be decided and deemed fit by the ODP, the subject Land and the developments effected thereon by executing Conveyance Deed in favour of the concerned Ultimate Body.
- 15.4 It is expressly understood and agreed that such Conveyance Deed to be executed as described in the preceding clause, shall always be subject to various documents executed between the ODP and respective premises Allottees/Purchaser and subject to the terms and stipulations and covenants herein.
- 15.5 The ODP hereby agrees that before execution and registration of the Conveyance Deed, it shall make full and true disclosure of the nature of the title in respect of the subject Land (with the developments made thereon) as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same. The ODP shall ensure that the subject Land is subject to what is mentioned herein, free from all encumbrances and that the ODP has clear and marketable title to the same and shall convey and, or caused to be conveyed and transferred the same in stipulated modes as above to the concerned Ultimate Body by way of Conveyance Deed in the manner as detailed herein.
- 15.6 The Conveyance Deed and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be prepared and engrossed by the Advocates of the ODP and the same shall be in such form as may be decided and determined by the ODP in its sole, absolute and unfettered discretion and shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement but not limited to the following: -
- i. Covenants which shall run with the subject Land and which shall be binding upon the Allottee and his heirs, legal representatives, successors, transferees, executors, and permitted assigns, as the case may be, and upon the concerned Ultimate Body/ies;
 - ii. Covenant/s for right of way/access, any other shared and common amenities and facilities, if any, given and granted or to be given and granted to and in favour of the owner/s and/or occupier/s of premises in the said concerned Building/s on the subject Land or any part thereof;
 - iii. Specific and/or general undertakings and indemnities given by or in favour of the ODP;
 - iv. Declaration/s and confirmation/s of and from the Allottee and the concerned Ultimate Body/ies that:
 - a) the Allottee shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with, in any manner whatsoever, the free and unobstructed use and

enjoyment of any portion of the Subject Land by the ODP, for the purpose of development thereof and/or any other lawful purpose;

- b) the access and use of light and air to and fro the said Premises, the said Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) Complex, for and over any portion of the Subject Land is enjoyed under the express consent and permission of the ODP;
- c) the ODP has the sole and absolute authority regarding sale, transfer, assignment and/or disposal of open areas or use of common areas or unsold premises on the Subject Land and/or in the said Buildings' Complex and/or disposal thereof and to enjoy and appropriate the revenue, income and benefits thereof;
- d) the Allottee shall abide by the terms and conditions of the contracts, arrangements, memorandums and/or writings executed in respect for the said Buildings Complex including for appointment of any agency, firm or concerned Ultimate body or person or any other organization or association to maintain and manage, control and regulate the said Building/s and/or the Common Area/s including power and authority to collect the entire outgoings, charges and other amounts for said 2 (two) years period from the date of grant of the last of the Occupation Certificate of the said concerned Building as the ODP may determine, for such consideration and on such terms and conditions as the ODP may have respectively agreed with such agency, firm or concerned Ultimate body or person or any other organization or association;
- e) the ODP's entitlement to provide and regulate the use of car and four wheeler parking space/s at such location as it may think fit in favour of holders of premises and/or their agents, customers, visitors to the Building **“Triaa Vasantam City Center Phase 1”** (COMMERCIAL BUILDING) and on the terms and conditions as the ODP may think fit and a covenant by the Allottee for himself and as member of the concerned Ultimate Body that he shall not (i) raise any objection to the aforesaid use, allotment, earmarking, grant of rights in respect of parking space/s, (ii) obstruct or hinder access to parking space/s at all times and (iii) demand or raise any claims for separate, special, additional or extra amount, compensation or consideration, fees, charges, premium, donation or otherwise in this regard;

15.7 It is hereby expressly clarified, agreed and understood that the Allottee, for himself and as member of the concerned Ultimate body, shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities shall be at variance with or would be less than the area of the Subject Land as stated in this Agreement, whether the same is consequent upon the set back lines, amenity spaces, spaces for sub-station (by/for Electricity Supply company), if any, and/or the reserved portion/s of the Subject Land being handed over and transferred to and/or acquisition of any portion of the Subject Land by the Appropriate authority and/or other Government or local bodies or authorities, during the course of development of the subject Land or for any other reason whatsoever.

15.8 The concerned Ultimate Body/ies to be incorporated/ formed and registered shall ensure that:

- (i) The provisions of this Agreement are carried into effect fully by it by passing appropriate resolution for that purpose.

- (ii) It shall also ratify, confirm and adopt the present agreement and also other agreements for sale which the ODP will enter into with other Allottees of premises in the said concerned buildings.
- (iii) It shall take over all responsibilities, liabilities and obligations of its various unit owner under the Agreement/s between them and the ODP and shall also be liable in addition to the Allottee of different premises. The Allottee hereby agrees and bind himself/themselves to do all acts, deeds, things and execute all documents which the ODP may require to be executed to enforce the obligations envisaged in this clause against the concerned Ultimate Body.

16. MISCELLANEOUS:

- 16.1 All notices, intimations, letters and other communications to be served on the Allottee as contemplated in this Agreement, shall be deemed to have been duly, effectively and sufficiently served, if sent to the Allottee by Registered Post A.D., or by hand delivery, to the postal address or by e-mail at the e-mail address of the Allottee mentioned below, and the Allottee undertakes to inform the ODP of any change in the following postal correspondence address or e-mail address:

B3,902,MANTRA MONTANA DN PARANDE PARK MARG, NEAR DN PARANDE SPORTS HUB,
DHANORI PUNE-4110015

Email ID : chakor_gaonkar@yahoo.co.in

- 16.2 Any delay tolerated or indulgence shown by the ODP in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance or giving of time to the Allottee the ODP, shall not be treated/construed as a waiver on the part of the ODP of any breach, violation, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement by the Allottee, nor shall the same in any manner prejudice the other or subsequent rights of the ODP.
- 16.3 The ODP and the allottee hereby agree that if any of the clauses contained herein is held or deemed illegal or invalid or inoperative for any reason whatsoever, then this Agreement shall not become invalid or inoperative and it shall be deemed to remain valid, subsisting and binding on the ODP and the Allottee for the remaining clauses and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held illegal or invalid.
- 16.4 It is specifically understood that the brochure/s, advertisements published by the ODP from time to time in respect of the Project is just an advertisement material and contains various features such as furniture layout in the unit, vegetation and plantations shown around the Buildings/Project, vehicles etc. are to increase the aesthetic value only and are not facts. These features/amenities are not agreed to be developed/provided.
- 16.4.1. The Allottee is fully and properly informed and is aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the ODP and any other such informative material provided by the ODP ("the informative material") are for the sake of convenience and for representation of concept and that the same is likely to be changed, modified etc. from time to time and printed in different formats. The Allottee is aware that such informative material shall not form part of this Agreement and that the informative

material will cease to be of any consequence for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof supersede all such informative material and contents thereof;

16.4.2 This Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the informative material or in any correspondence or other writing or document, by the ODP and/or their agents to the Allottee and/or his agents, other than contrary to such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement.

16.5 No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by duly authorized person on behalf of the ODP and the Allottee, as supplemental hereto.

16.6 The ODP and the Allottee shall, as required under the provisions of the governing legislation, immediately after the execution of this Agreement but in any event not after than 4 (four) months from the date hereof, at the Allottee's own initiations, costs and expenses, present and lodge this Agreement for registration with the Sub-Registrar/Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. If the Allottee fails or neglects to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever, the ODP will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the ODP be liable to pay any penalty for their late attendance to complete the registration formalities.

17. DISPUTE RESOLUTION :

All disputes, differences and/or claims arising under or in respect of this Agreement shall be referred to arbitration of a sole arbitrator jointly appointed by the parties hereto and the decision/award of such arbitrator shall be final and binding on the parties hereto, In the event, the ODP and the Allottee would not be able to arrive at any mutual agreement regarding the appointment of any single arbitrator, then they shall appoint one arbitrator each and the two arbitrators so appointed, shall appoint the third arbitrator to act as an umpire. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or reenactments thereto. The arbitration proceedings shall be in English language and shall be held only in Pune. The cost of the Arbitration proceedings shall be borne by the ODP and the Allottee in equal proportion.

SCHEDULE-I: DESCRIPTION OF "THE SAID LAND"

All that piece or parcel of freehold land bearing Sr.No. 16, Hissa No. 3A/A, admeasuring 00H.57. 94R. assessed at 00Rs. 93 paise of Revenue Village- Dhanori, Tal- Haveli, Dist- Pune

and within the jurisdiction of sub-registrar Haveli and within the limits of Pune Municipal Corporation and the same property is bounded as under:

On or towards the East : By Sr. No 16/3A/B (Part)
On or towards the South : By D.P. Road
On or towards the West : By S.R. No 2, Dhanori
On or towards the NORTH : By Sr. No 16/3A/B, Dhanori

SCHEDULE-II: DESCRIPTION OF “SAID PROJECT”

All that portion of

Project Name	TRIAA VASANTAM CITY CENTER
Building Name	“TRIAA VASANTAM CITY CENTER PHASE 1”
Building type	Commercial
Phase	Phase 1
No. Of basement floors (parking)	3
No. Of stilt floor	1
No. Of upper floors	10
Address	Sr. No 16/3A/A, Dhanori, Opp. City Hospital, Pune-411015.

being constructed on all that portion lying on the total project land and being developed on land admeasuring 5794 square meters out of the total project land,more particularly described in SCHEDULE-I above, together with facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto.

SCHEDULE-III: DESCRIPTION OF “THE SAID PREMISES”

[UnitType] premises bearing

No.	514	
Floor	5 (Fifth Floor)	
RERA carpet area (sq. Mt.)	38.55 (sq. Mt.)	i.e. 415 (sq. ft.)
Balcony Area (sq.mt.)	0 (sq. Mt.)	i.e. 0 (sq. ft.)
Parking	Not Alloted	

of the Building **“Triaa Vasantam City Center Phase 1”** (Commercial building)being developed on portion of land bearing Survey no. 16/3A/A, Village Dhanori, PMC, Taluka Haveli, District Pune and which land is described in First Schedule above written.

IN WITNESS WHEREOF

The parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the within named OWNER / DEVELOPER / PROMOTER

1. For Triaa Realtors LLP (Through its Designated Partner) 1) Mr. Shyamlal Patiram Goel 2) Mr Pravin Jugmander Agarwal	 
2. By the within named ALLOTTEE Mrs. SONALI LAXMIKANT ZIPARE Mr. LAXMIKANT KISANRAO ZIPARE	
3. 1) Mr. Dattatraya Vasantryao Tingre 2) Mr. Anil Vasantryao Tingre 3) Mr. Vishal Vasantryao Tingre 4) Mrs. Rekha Dattatraya Tingre 5) Mr. Sanket Dattatraya Tingre 6) Miss. Mayuri Dattatraya Tingre 7) Mrs. Madhu Anil Tingre 8) Mr. Aditya Anil Tingre 9) Miss. Gauri Anil Tingre 10) Mrs. Anuradha Alias Pallavi Vishal Tingre 11) Master. Vikrant Vishal Tingre 12) Miss. Vaibhavi Vishal Tingre	

For Landowner through their Constituted Attorney (M/s Triaa Realtors LLP through Designated Partner)

1) **Mr. Shyamlal Patiram Goel**



2) **Mr Pravin Jugmander Agarwal**



In the presence of

1]

2]

Annexure F

Specifications and Amenities

SPECIFICATIONS

- a. RCC framed structure
- b. AAC Blocks Walls
- c. Aluminum composite panels and glazing for elevation if required
- d. Gypsum Finish Internal Walls
- e. Vitrified Tiles flooring in offices of 600mm x 600mm
- f. Vitrified tiles flooring and dado inside common toilets 600mm x 600mm
- g. Vitrified tiles in common terrace area 600mm x 600mm
- h. Staircase- vitrified tiles for treads, risers and skirting
- i. Lift lobby and common passage- combination of marble and vitrified tiles
- j. Passenger lifts and service lift. Brand- kone/otis/schindler/Johnson/mitsubushi
- k. Concealed pipes plumbing lines brand- finolex/ prince/ supreme
- l. External plumbing lines- white UPVC brand- astral
- m. CP Fittings brand- jaguar/ grohe/ Isenberg/ kohler
- n. Sanitary ware brand- Rak/ Hindware/ Jaguar/ Grohe/ Toto
- o. Concealed Copper Wiring with modular switches
- p. Laminated Flush Door for offices main door/entry and common toilets
- q. False ceiling at common passage
- r. Oil Bound Distemper Finish paint for Interiors
- s. Acrylic Paint for passage Walls

AMENITIES

- a. 100% Generator back up for common areas
- b. Led fixtures for common areas
- c. Internal tremix/ concrete/ pavers for driveways
- d. STP as per statutory requirements
- e. Ample car parking
- f. Rain water harvesting
- g. OWC
- h. Escalator from Ground floor up to second floor
- i. Proportionate Generator back up for shops & offices with limited usage of electricity (on chargeable basis)

RESTRICTED AREAS

- a. Car parking space, which will be allotted to the Allottee/Purchaser/s, society or retained by the Promoter.
- b. Terrace on top of the building which will be allotted to the Allottee/Purchaser/s or retained by the Promoter.
- c. Adjacent land, adjacent terrace for Allottee/Purchaser/s as marked in the Plan and allotted specifically.
- d. Open areas in front of shops and side margins shall only be used for ingress and egress of the respective shop owners and their customers/clients. No business activities shall be carried out in the open area in front of the shop.

RECEIPT

Received on or before execution hereof, of and from the within named ALLOTTEE a sum of Rs. **0.00 (Zero-----)** by Cheque/DD/RTGS being the amount of earnest money or deposit payable by the Allottee to ODP under this Agreement;

Annexure G

Common areas

The nature, extent and description of the common/restricted areas and facilities:

A. COMMON AREAS IN GENERAL:

- 1)** The land on which the building/s is/are located excluding such portions whereof are allocated for exclusive use, enjoyment and occupation to certain allottee/s.
- 2)** The foundations, columns, girders, beams, supports; main walls, roofs, foyers, corridors, passages, lobbies, stairs, stairways, lift, lift well, lift room, fire escapes and entrances and exits of the building/s etc.
- 3)** The Common Garden/s, Parking areas, Refuge area, common toilet/s, stores etc., but excluding private terrace/open areas etc. specifically allotted to any Allottee/s.
- 4)** Installation of central services such as lifts, escalators, power, water, drainage, sewerage, lights, TV cable, telephone lines/telecommunication system, BMS system etc. installed in common areas, firefighting equipment's, air-conditioning system, Transformers, Generators, etc.
- 5)** The water tanks (overhead/underground/suction,) pumps, well, filters and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
- 6)** All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

B. RESTRICTED AREAS:

- 1.** Private garden/terrace/sit outs/open areas/spaces which is/are abutting/adjoining or appurtenant to or above any premises and allotted to the allottee/s of the premises.
- 2.** Top terraces of the building shall be restricted and the ODP herein shall have exclusive right thereto for the purpose of advertisement, installation of hoardings etc.
- 3.** Ancillary Premises
- 4.** Areas in and around the building and open areas.
- 5.** All areas which are not covered under Common Areas and facilities are Restricted Areas.

Note : If so warranted by circumstances beyond the control of the ODP or otherwise the ODP may suitably change or alter the aforesaid and in which behalf the decision of the ODP will be final and binding upon the allottees.

Annexure H

List of outgoings

A. OUTGOINGS EXCLUSIVELY PAYABLE BY THE ALLOTTEES :

- 1.** The expenses of maintenance, repairing, redecorating etc. of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes and electric wires in under or upon the building and enjoyed or used by the Allottees in common with other occupiers of the other premises/garages and the main entrances, passages, landings and staircases of the building as enjoyed by the Allottees or used by him/her/them in common as aforesaid and the boundary walls of the buildings, compounds, terraces etc.
- 2.** The costs of cleaning and lighting the passages, landings, staircases and other parts of the building in common as aforesaid.
- 3.** The costs of decorating the exterior of the building.
- 4.** The salaries of sweepers, liftman, pump operators etc. working exclusively for the building.
- 5.** The cost of working and maintenance and repairs of water pumps and lifts and service charges and allied paraphernalia.
- 6.** Municipal, non-agricultural taxes, and other taxes, charges, rates, cesses etc.
- 7.** Insurance premia of the building.
- 8.** Cost of Water meter or Electric meter and/or any deposit for water or electricity (including water tanker charges notwithstanding any covenant of the ODP to any authority in such behalf)
- 9.** Such other expenses as maintenance and upkeep of the building. Are necessary or incidental for the
- 10.** The cost of working and maintenance and repairs of filtration plant for water, waste management system, hydro-pneumatic pumps, fire fighting equipment's, CCTV system, stack parking machines if provided, lifts, diesel generator and other electric equipment's such as Dish Antenna, Intercom System etc. that may be provided by the ODP.
- 11.** Salaries of clerks, bill collectors, watchmen, sweepers, pump operators, lift operators, etc. who are employed for doing the work of the entire complex and of all the common amenities.
- 12.** Cost of working and maintenance and repairs of water pumps and lights and service charges including garbage collection and cost of maintenance, repairs and replacement of pick up vans for garbage collection and all other charges of common nature.
- 13.** Insurance of buildings structures of a common nature like watchman cabins, sub-stations for electric supply, compound walls etc. and other services and conveniences provided for the common benefit of the entire complex.
- 14.** Cost of maintenance of common gardens, internal roads, street lights, and all other common amenities.
- 15.** Such other expenses as maintenance and upkeep of the building, structure or structures pertaining to common amenities and conveniences and services provided for the benefit of the holders of all the premises in the entire complex. Are necessary or incidental for the
- 16.** Sinking fund as may be required under Co-operative Societies bye- laws.
- 17.** Diesel for Generator/s for common area

N.B. Cost of maintenance of Escalators to be borne by Allottees of Shops only. (Ground floor, First Floor, Second Floor, And Third Floor)

Note : If so warranted by the circumstances beyond the control of the ODP or otherwise, the ODP may suitably change or alter the aforesaid and in which behalf the decision of the ODP will be final and binding upon the Allottees.