

## UNDERTAKING

We **Nitin Chhaganlal Godhaniya & Dimpleben Nitin Godhaniya**, do hereby affirm and state as under:-

1) I/We state that by an Agreement of Sale and Development Agreement both dated **7/1/2022** with M/s. **TRIAX DEVELOPERS LLP**(hereinafter referred to as “Builders”) I/We have agreed to purchase a apartment bearing No. **Castalia - 2001** (hereinafter referred to as the said premises) situated at House of Hiranandani–Devanahalli, Bangalore.

2) I/We state that the Builder has constructed the Apartment bearing No. - **2001** in **Castalia** in accordance with the plan and specifications to our complete satisfaction.

3) I/we state that in view of the above, I/We do hereby covenant and undertake with the Builders as follows:-

a) I/We have taken possession of Apartment bearing No. - **2001** in **Castalia** situated at House of Hiranandani- Devanahalli for the purpose of carrying out furniture fit-outs and interior works, from the Builder, on this the 8th March 2016 day of swearing to this Undertaking. I/We agree that the maintenance charges for the facilities of FTTH shall be payable as per the Agreement for a period of 24 months commencing from the date of readiness of the same.

b) I/We have inspected the construction of the Apartment and satisfied with regard to the quality of construction, sanitary fittings, electrical points and other amenities provided therein and the same are in good working condition to my/our satisfaction.

c) The Apartment has been constructed in accordance with the Plan and specifications as shown in the Development Agreement, which I/We have entered into with the Builder and the additional work / facilities / amenities which have been provided as per my/our requirements and as on taking over the possession there is no work pending from the Builder.

d) I/We have thoroughly and physically checked the measurement of my/our above mentioned Apartment and also verified the area along with my share in the common areas and the same found to be correct in all respects and to my fullest satisfaction.

e) I/We confirm that the Builder has no further pending work or amenity to be provided in the Apartment and the entire payments due to the Builder have been paid and no extra payment have been made by me to the Builder. Similarly, there is no amount receivable by me/us from the Builder on any account towards above mentioned Apartment booked by me/us based on the existing amenities. If any additional amenities are provided by the Builder, I/We agree to pay additional amounts as and when demanded.

I/We have verified the entire breakup of Final Bill and Statement of Accounts and found it to be true and correct. Further all receipts and relevant documents pertaining to the Apartment have been obtained from the Builder. I/We confirm that no further accounts shall be asked by me/us in future regarding the expenses incurred.

f) I/We declare that I shall not occupy or claim any right whatsoever on any areas other than the area allotted to me/us.

g) I/We hereby declare that I/We am/are fully satisfied with the above Apartment allotted to me/us which is complete in all respects and delivered exactly as required by me/us. I/We have thus no complaint whatsoever with respect to the above mentioned **Apartment** and also I/We have no claim whatsoever against the Builder on any account.

h) I/We shall not make any addition or any alteration in the architectural elevation of the said building and shall not change the outside colour scheme or coating of the said building.

i) I/We shall not make any change in any of the external windows or doors or balcony/terrace of the Apartment by way of shifting, altering, changing the colour or any other way whatsoever. I/We shall not enclose any Balconies and/or partly and/or fully cover the Terraces and. I/we shall not put any object or flower pot outside the windows (can be kept in the Balconies / Terrace) or on the projection area of the said Unit as also not to put any grill and/or insect screen outside the windows of the said Unit. However the grill and/or Insect screen can be fixed at internal window sill only after approval of the same by the Builder. Outdoor Air conditioning units can be fixed at the area pre-approved by the Builder.

j) I/We shall not affix any grills on the outside of the windows. Any such grills affixed by me/us, shall be fitted on the internal marble sill only on the inside of the windows.

k) I/We shall not cover any terraces/balconies or construct any structure or poles or pergolas or trellis on the terraces/balconies

l) I/We shall not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members in the said building or on the pardis/parapets/railings provided in the said building.

m) I/We shall not carry out any external alteration in the said premises by way of breaking any walls or beams or chajjas so as to alter the external appearance of the premises, nor shall I/We affix or cause any slabs within voids provided in the said building.

4). I/we am/are aware that the construction is not fully completed and work is going on at site. I/we will not raise any objections to the construction work at site or the movement of people & material. I/we will not also hinder the progress of the construction or any repair or maintenance work on the site. I/we have agreed to take the possession and I/we will not object to your working at site on the grounds of inconvenience or disturbance. I/we am/are aware that other purchasers will also be carrying out construction activities within their respective premises and I/we will not object to the movement of man and material.

5).I/we are aware that the construction in other places of the project and the building are under progress and I /We do not have any objection in taking the possession of the said apartment. I/we and my/our family members shall strictly follow all safety norms as explained to me/us. I/we shall not hold you responsible for any accidents resulting in injuries due to my/our negligence in not following any safety standard.

6).The supply of electrical energy to our Apartment will be regulated by separate meters assigned to it and it is our sole responsibility to pay the consumption charges as per bills made out against the meter and I/We also share the charges for the common lighting and connected expenses in the proportion to be fixed by the Builder.

7). I/We shall share the electricity consumption charges for the electrical energy for pumping water from the sumps or well to the common overhead tank or tanks, pump for landscape, garden water bodies, pump for water and Sewage Treatment Plants, pump for sub-tank, if any, as per bills made out by the authorities concerned, in the proportion to be fixed by the Builder. The charges for the water supplied by the Authority or by the Builder shall be borne by the me/us in the said proportion.

8). If any repairs are necessitated to the common area maintenance, common motor, water pump set, water lines etc. the same shall be immediately carried out and the expenses shall be borne by me/us in the said proportion and/or in the proportion to be fixed by the Builder.

9). The Purchasers i.e. me/us and as the case may be, the Association shall possess the rights mentioned below subject to the condition that each Purchaser will along with the other Purchasers bear the expenses mentioned below in the said proportion and/or in the proportion to be fixed by the Builder subject to the restrictions mentioned below.

1. I/We shall become and remain a member of the Building Association for the purpose of attending to, safeguarding, common amenities and for carrying out repairs and such other works in the building from time to time.
2. The right of the Builder or Building Association or any agent appointed by the Builder or Building Association, representatives, etc. at all reasonable times on notice to enter into and upon the parts of the building for the purpose of repairing, renewing, altering and for carrying out all other maintenance works, if any, comprised in the building or adjacent or adjoining or forming part of the building.
3. The right to dig up, etc. for laying and maintaining cables or wires through walls or passages, if any, comprised in the building or adjacent to or adjoining or forming part of the building for telephone/internet/cable or similar or other connections/installations, however, respecting the equal rights of the other Purchasers.
4. The right of the Builder or the Building Association to do all or any of the acts aforesaid without notice in case of emergency.

5. I/we shall bear the necessary expenses towards maintenance of the open landscape areas, including salary and expenses for the security staff and other persons employed for the common benefit of all Purchasers and towards maintenance of standby generator as per the manufacturer's contract in the proportion as decided by the Builder.
6. I/We shall bear the expenses of maintaining, repairing, rain water pipes, drains and electrical cable and wire in, under and upon the building enjoyed or used by the Purchasers in common, maintenance of other areas including drains, water courses, the boundary walls of the entire project, common amenities, any other common expenses etc. in the proportion as decided by the Builder.

10). If any of the Purchasers including me/us defaults in payments due for any common expenses, benefits or amenities the Builder or the Association in charge of the maintenance of the Services as mentioned herein shall have the right to remove such common benefits or amenities including electricity and water connection from the enjoyment of such defaulting owner/tenants/lessees/licensees/authorised persons etc. and/or impose such restrictions or penalties as may be deemed fit by them in the overall interest of maintenance so long as such default subsists.

- 11). I/We shall not permit or use the Apartment in any manner which would diminish the value of utility of the pipes, cisterns and like common amenities and hinder the effective use of the same by the Purchasers of other proposed Apartment and other buildings.
- 12). I/we shall not at any time carry on or suffer to be carried on any offensive or dangerous trade or pursuit in the Apartment which may be or become in any way a nuisance annoyance or danger to the other owners/occupants of other buildings or to any neighbours which tend to prejudice or adversely affect the value of the other building nor permit the same to be used for any illegal purpose.
- 13). I/we shall not to display any signboard or advertisement board or designs or neon-signs etc. in the Block/building excepting those displayed/installed by the Builder.
- 14). All our successors/occupants shall be required to observe the covenants as set out herein.
- 15). I/we shall be liable to bear the proportionate maintenance expenses of, common ways, pathways and road general lighting, generator, intercom, security expenses and other common amenities/facilities that may be provided and shall be liable to bear and pay all such expenses and charges in the Said Proportion and/or in the proportion to be fixed by the Building Association.
- 16). I/we shall become a member of the Association to be formed by all the Purchasers, for the purpose of the governance of the day-to-day affairs and maintenance and upkeep. I/we shall abide strictly by the bye-laws, rules and regulations of the Building Association.
- 17). To maintain the our Apartment at my/our own cost in good and tenantable condition, from the date the possession is taken and shall not do or suffer to be done anything in or to the building in which may be against the rules, regulations or bye-laws of concerned local or any other authorities or change/alter or make addition in or to the building.
- 18). I/we shall not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to endanger the construction or structure of the building or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to cause damage the other buildings. Any endangerment or damage on account of negligence or default on my/our part in this behalf shall mean that I/we shall be liable for the cost and consequences of such breach.
- 19). I/we shall not to demolish or cause to be demolished Apartment or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation of the building and shall keep the portion, sewers, drains pipes in the building and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other building.
- 20). I/we shall not to throw crackers, dirt, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the said Land nor anywhere in the project other than in designated areas

21). The Developer shall be entitled, with or without workmen, surveyors, agents and others, at all reasonable times, to enter into and upon the Apartment or any part thereof for the urgent necessary repairs, maintenance etc.

22). I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said builders and/or person/s body in charge of maintaining and/or providing common facilities in the project. I/we shall maintain proper

code of conduct and discipline in the project and give every possible co-operation to the said Builders and/or any other person or body, that may have been appointed by the said Builders in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.

23). I/We do hereby confirm and covenant with the said Builders that I/We shall always carry out the terms and conditions of this undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Building Association when formed and this undertaking shall also be binding upon my/our heirs and successors-in-title. I/We agree and confirm that in the event of breach of any of the terms of these presents, the said Builders shall also be entitled inter alia to withdraw common facilities provided by them in the complex and I expressly authorise them to do so.

24). I/We hereby declare, confirm and covenant with the said Builders that in the event of my transferring the said premises and/or my/our right, title and interest in respect thereof in favour of any outside person to the extent and as permitted in the said agreement for sale and Development Agreement both dated **7/1/2022**, I/We shall obtain an Undertaking to the similar effect from any such purchasers and in the event of my failing to do so, the said Builder/ Co-operative Society/Housing Society/Building Association shall be entitled to enforce the conditions against such prospective purchaser.

25). I/We hereby further declare and confirm that in the event of me or my heirs and successors -in-title committing any breach or default in any of the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to any other building and/or to the said Builders and further the said Builder/Co-operative Housing Society/Housing Society/Building Association as and when formed and to recover all damages, costs, from me and / or my heirs and successors-in-title.

26). I/We are also giving the undertaking that any liability arising out of service tax provision and/or VAT that may become applicable on account of the purchase transaction of the said Apartment shall be paid by me/us.

27). I have been informed about the exclusive arrangements between the Builder and one of the FTTH service provider for providing infrastructure to deliver services such as voice (Telephony), Video and data (Internet) and the value added services (VAS) if any on demand such as services of voice, video and music, IP Surveillance systems, building management system to the Apartment sfrom the respective service providers. We agree to make the necessary advances and other charges to the Builder / FTTH service providers as shall be applicable.

I hereby declare that the above stated are true to the best of my knowledge and belief.

DEPONENT

**Nitin Chhaganlal Godhaniya**

SWORN TO BEFORE ME