# RETAIL DESIGN CRITERIA MANUAL



Mall address: Opp. Lodha World School, Kalyan Shil Road, Palava.

LODHA
xperia
The fun never ends

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# Design Vision

We will create Visually Engaging, Profitable, and delightful retail spaces at Xperia.

This design guidelines book has been developed to guide Licensees through the fit-out process, with the following three objectives in mind:-

- Understand the guidelines & adapt to the standards.
- Design a delightful store.
- Build and operate a safe & profitable store.



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# The Lodha Group

Established in 1980, privately held Lodha Group is India's largest real estate developer and amongst the world's select multinational real estate brands with presence in India and the United Kingdom. The company is one of the most profitable players in India and the largest by sales(>INR 7000 cr) for three consecutive years.

The group currently has total land holdings of over 6,000 acres with an estimated saleable area of ~490 million sq ft. In addition our land reserves of 4,750 acres – the largest in the Mumbai Metropolitan Region – have an estimated saleable area of 388 million sq ft. Our ongoing and planned projects and land reserves combined have been valued at USD 11.8

billion by Knight Frank as on October 2014. In FY 14-15 alone the company delivered 5.7 million square feet and 5,500 units across projects. The group plans to deliver more than 11.8 million sq ft in FY 15-16.

Lodha's vision of 'Building a Better Life' extends across markets with several landmark developments to its credit including World One – the world's tallest residential tower, and Palava City – the first Greenfield smart city in the country. The group has brought some of the top global names including Armani/Casa, Trump, Philippe Starck, Jade Jagger, Kelly Hoppen, Greg Norman and Pei Cobb Freed to India.

The Group has recorded the biggest land deal in India till date, buying a plot for INR 4,053 Cr from the Mumbai Metropolitan Region Development Authority (MMRDA) in 2010. The group has acquired other notable land parcels in Mumbai such as the famous Washington House-property on Altamount Road from the American government.

In November 2013, the Group extended its international footprint with the acquisition of the landmark MacDonald House at 1 Grosvenor Square in Prime Central London from the Canadian Government for a consideration of over GBP 300 million (INR 3,100 Cr). With this acquisition, the Group has set up business in the UK with a planned investment of GBP 3 billion (>INR 30,000 Cr) over the next 5 years and enthused India by its move towards creating an Indian multinational. The Group acquired another premium site in Prime Central London, 'New Court' at 48 Carey Street, taking the combined investment to GBP ~400 million. The group is on target to deliver over 1,000 homes each year from 2017 and is planning a further GBP 3 billion worth of investment in the UK by 2018. With offices in London, Dubai and Shanghai and planned openings in the USA and Singapore, the group is on the road to substantial international presence.



World Tower, an international marquee address with world's tallest residential tower, best-in-class office & retail spaces

Composed of 3 towers, uniquely curvilinear in shape, The World Towers form a stunning sculpture in glass and steel, soaring into the mumbai sky.

THE WORLD TOWERS

ABOVE IT ALL



New Cuffe Parade, Mumbai's new city centre, with residential towers, schools and offices

A series of 55 story residency towers,spread across 23 acres, will set new highs in luxury living while pioneering the concept of 'reponsible' luxury. Design by globally renowned names like Woha and Sitectonix.

NEW CUFFE PARADE

Life at its best



Palava City, the largest private, complately planned evelopment in urban india spread over 4,500 acres

Palava, a place thousands call home. in the mid 90s, the Lodha group begen to acquire land with the verion to create a truly unique city. Today, this green city is home to thosands.

PALAVA CITY

OF OPPORTUNITY

# Palava

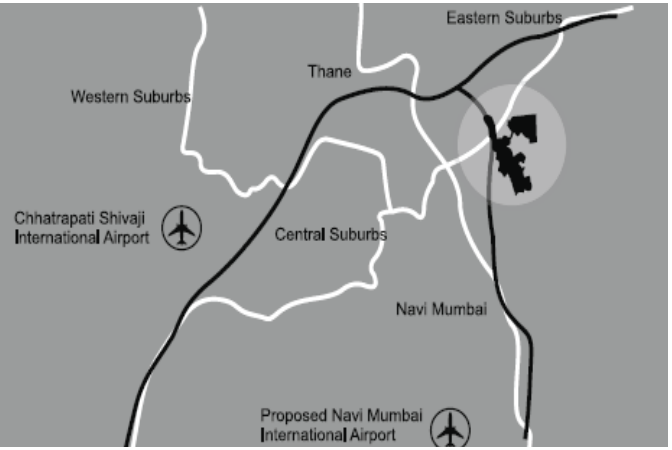
Mumbai, also known by its former name Bombay, is the capital city of the Indian state of Maharashtra. Mumbai is the commercial and entertainment capital of India and the world's 29th largest city by GDP. It is also one of the world's top ten centres of commerce in terms of global financial flow. It is the most populous city in India with a total population of approximately 20 million.

Palava is a large and ambitious new city development, spread across 5000 acres of private land, and will be developed as sister city to Mumbai. Over the next 20 years, the city will be home to over 2 million people and 500,000 jobs. Palava aims to be amongst one of the 50 most liveable places in the world by 2025. Palava is strategically located 10 kms away from the upcoming International arport of Mumbai and 20 mins from the major employment hubs of Thane, Navi Mumbai and Kalyan.

20 mins from the upcoming international airport and major employment hubs of

- Kalyan.
- Navi Mumbai and
- Thane

60 minutes from South Mumbai via Eastern Freeway.





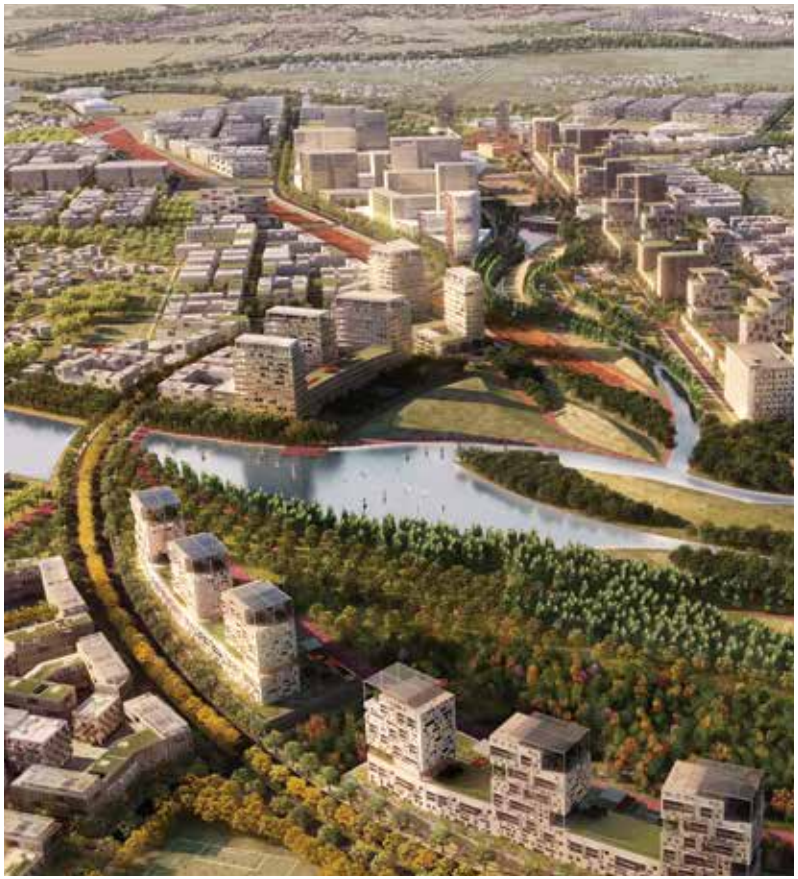

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# Vision Statement of Palava

A city is supposed to provide opportunities for its citizens do many things: prosper, grow, learn, enjoy life and good health, live sustainably in harmony with the earth and bring out the best in them.

By these parameters, Palava will be the "City of Opportunity" — having being designed and benchmarked on every important aspect of urban living on a global scale: job opportunities, business friendliness, public spaces, a walkable urban fabric, technology enablement, eco-sustainability, health, education, security, connectivity, urban appeal and lots more.

Palava will provide a holistic, urban environment which sets the benchmark for 21st century living in India, giving citizens opportunities to realize their potential and businesses the environment they need to grow and create high quality jobs.





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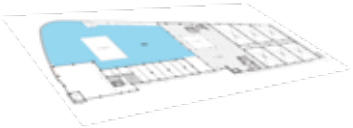
# Xperia Mall

Lodha Xperia Mall is being developed as a prime retail offering within Palava City. The Mall is spread over 5 lakh sq. ft. and is positioned as a landmark destination, where the "Fun never ends". The catchment includes people from our captive townships and population of Dombivali and Kalyan. Expected footfalls are 4.5-5 lakh per month. The Mall is currently under construction and is expected to be open in last quarter of 2015

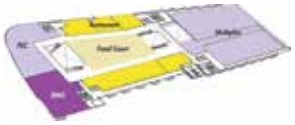
Mall will have eight anchor stores and a 6 screen multi-plex - Big Bazaar, Central, eZone, HomeTown, PVR are already on-board. It will have 135+ vanilla store spaces, FEC to attract children and teenagers, a 20,000 sq. ft. foot court, 6 dine-in restaurants and 15 food court stalls. Building on the core theme of "Fun", mall has dedicated areas for promotional events in mall atriums and landscaped plaza.



# Retail categories at Xperia



**Terrace** — Go Karting and Outdoor Activities



**Third Floor** — Food court, Cinemas, Family Entertainment Center, Restaurants, and ATMs



**Second Floor** — Home Decor, Electronics  Children, Salon, and Spa



**First Floor** — Sports & Fitness, Womens Ethnic wear, and Departmental Stores



**Ground Floor** — Cafes, International Fashion, Departmental Stores, and Bank

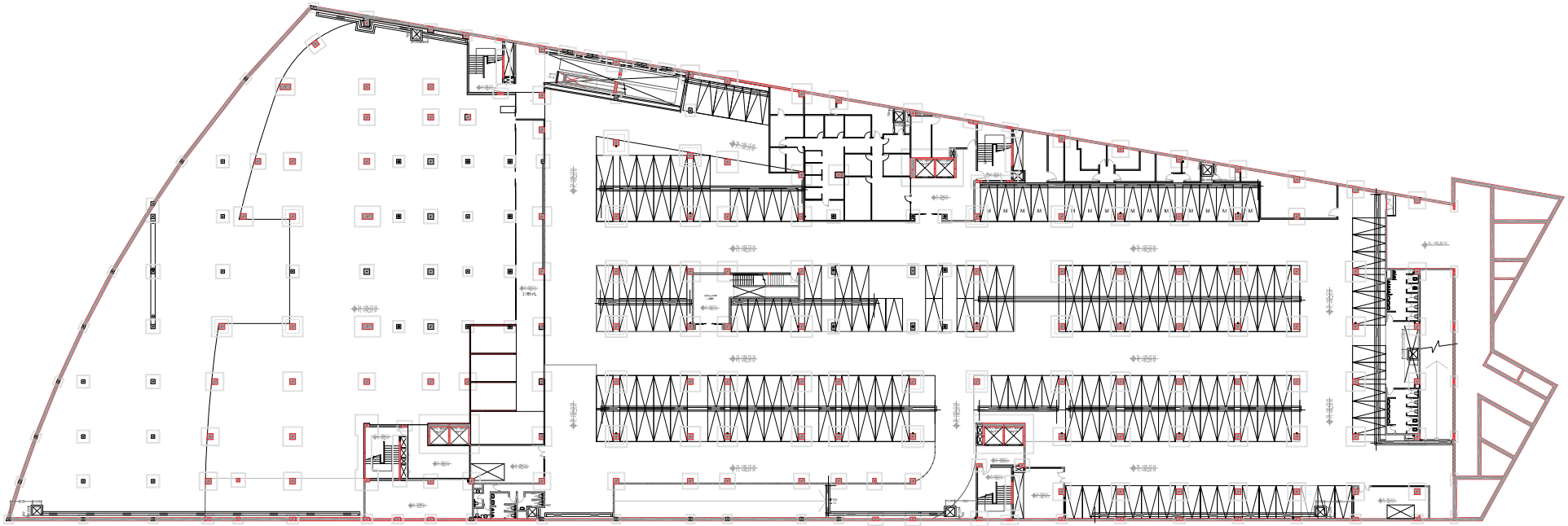


**Lower Ground Floor** — Double height hypermarket 400 car parks across basement & lower ground;
Additional 300 car park facility in periphery



**Basement** — Hypermarket and Service Retail, Parking, Mall Management Offices, Staff Cafetaria

# Basement floor plan



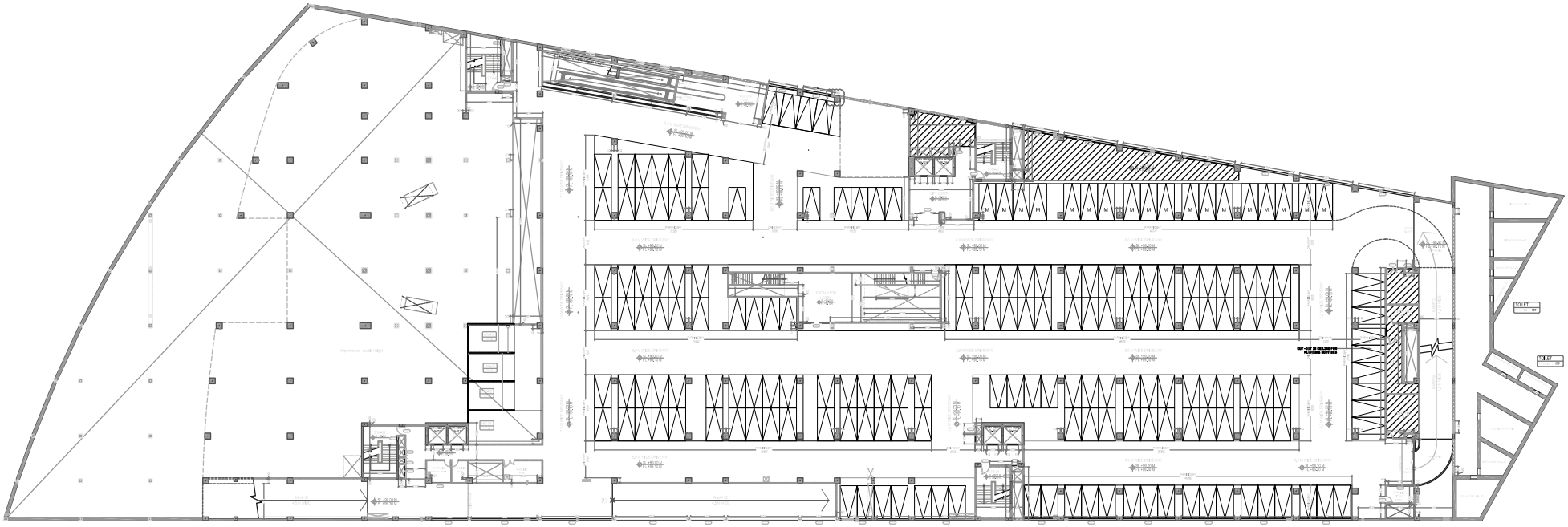
**XPERIA MALL , DOMBIVALI**

**BASEMENT– B LVL @ +96.1M**



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# Lower ground floor plan



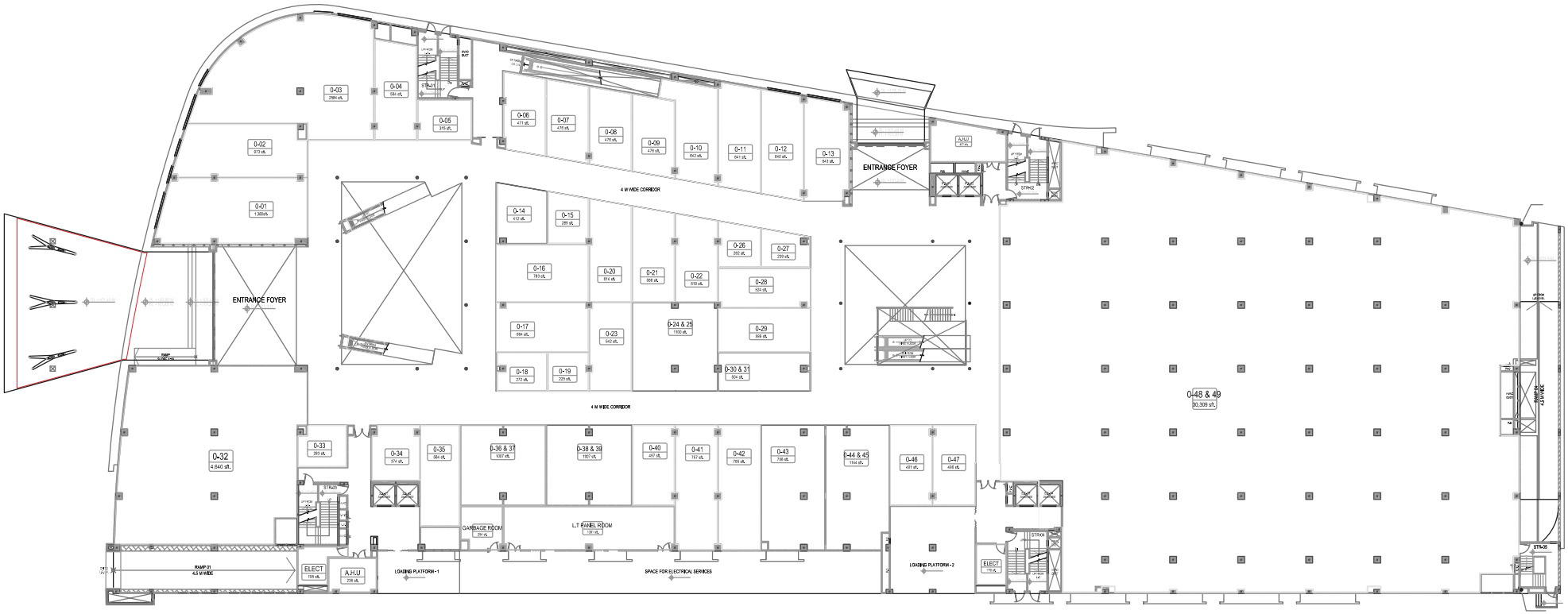
**XPERIA MALL , DOMBIVALI**

**LOWER GROUND– L.G LVL @ +99.0M**



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# Ground floor plan



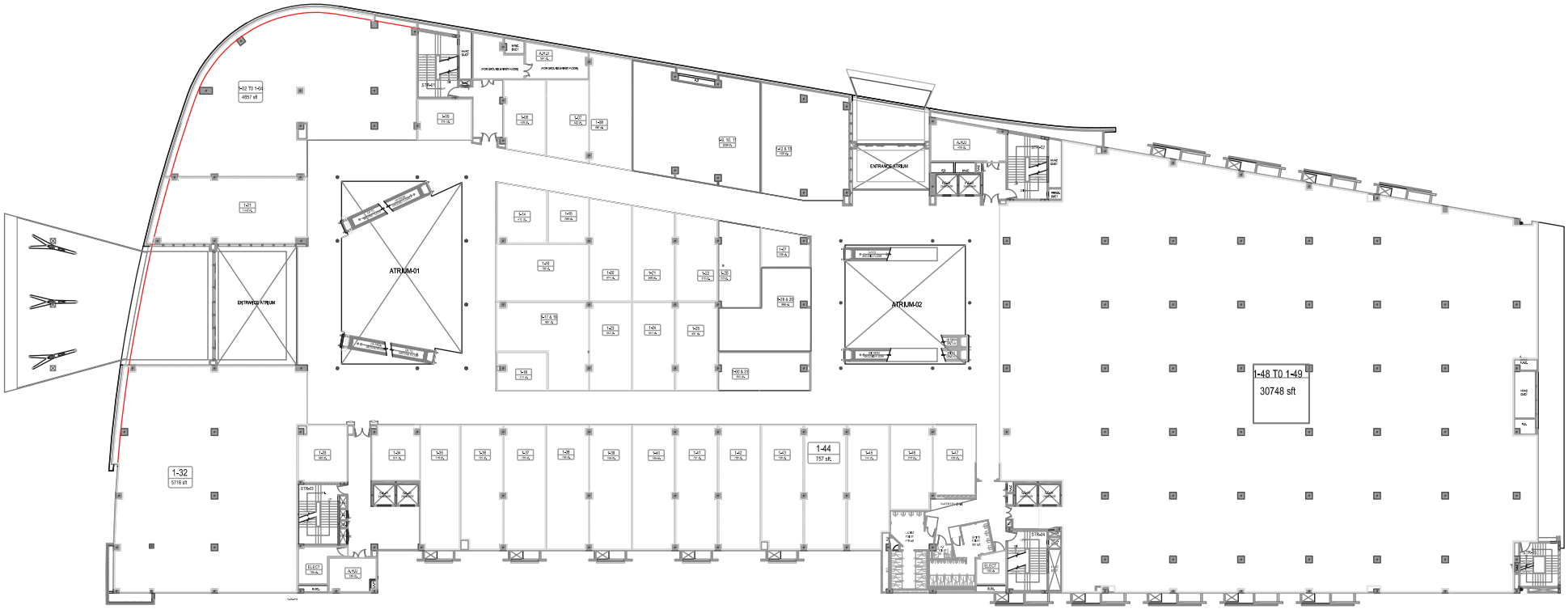

**XPERIA MALL , DOMBIVALI**

**GROUND LVL @ +101.9M**



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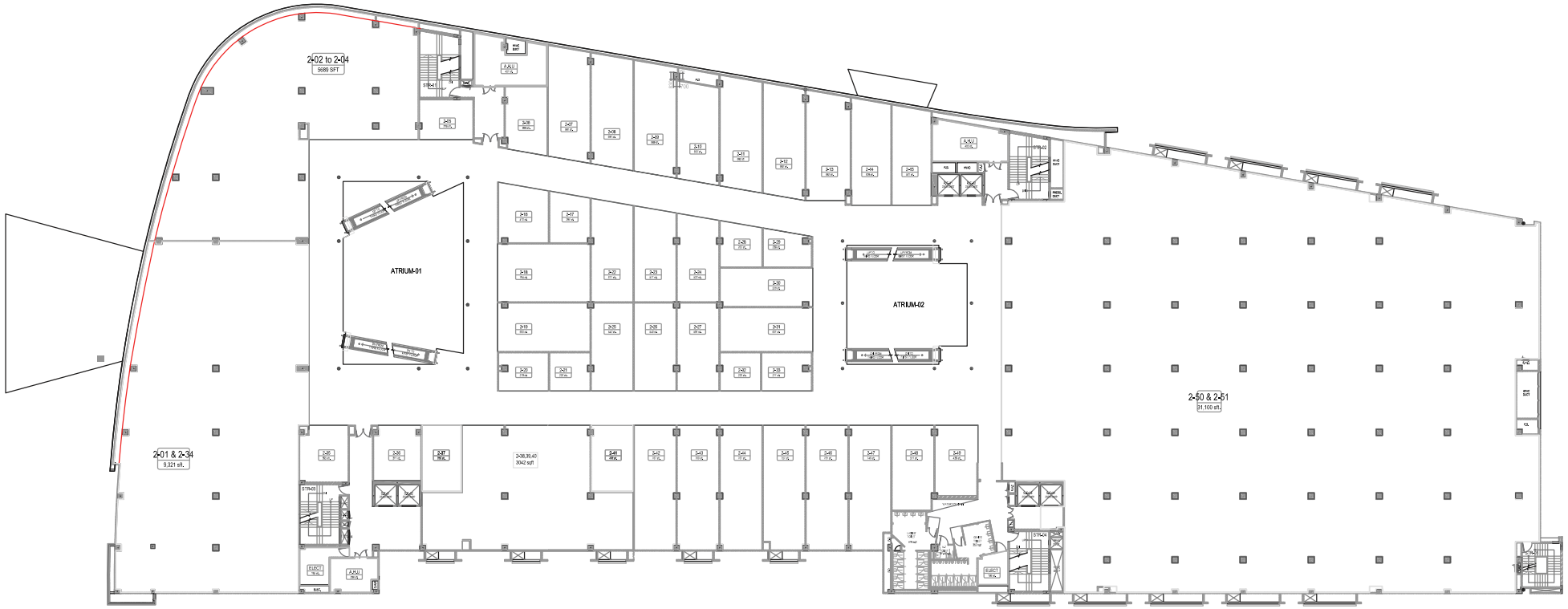
# First floor plan




**XPERIA MALL , DOMBIVALI**

**FIRST LVL @ +106.1 M**

# Second floor plan



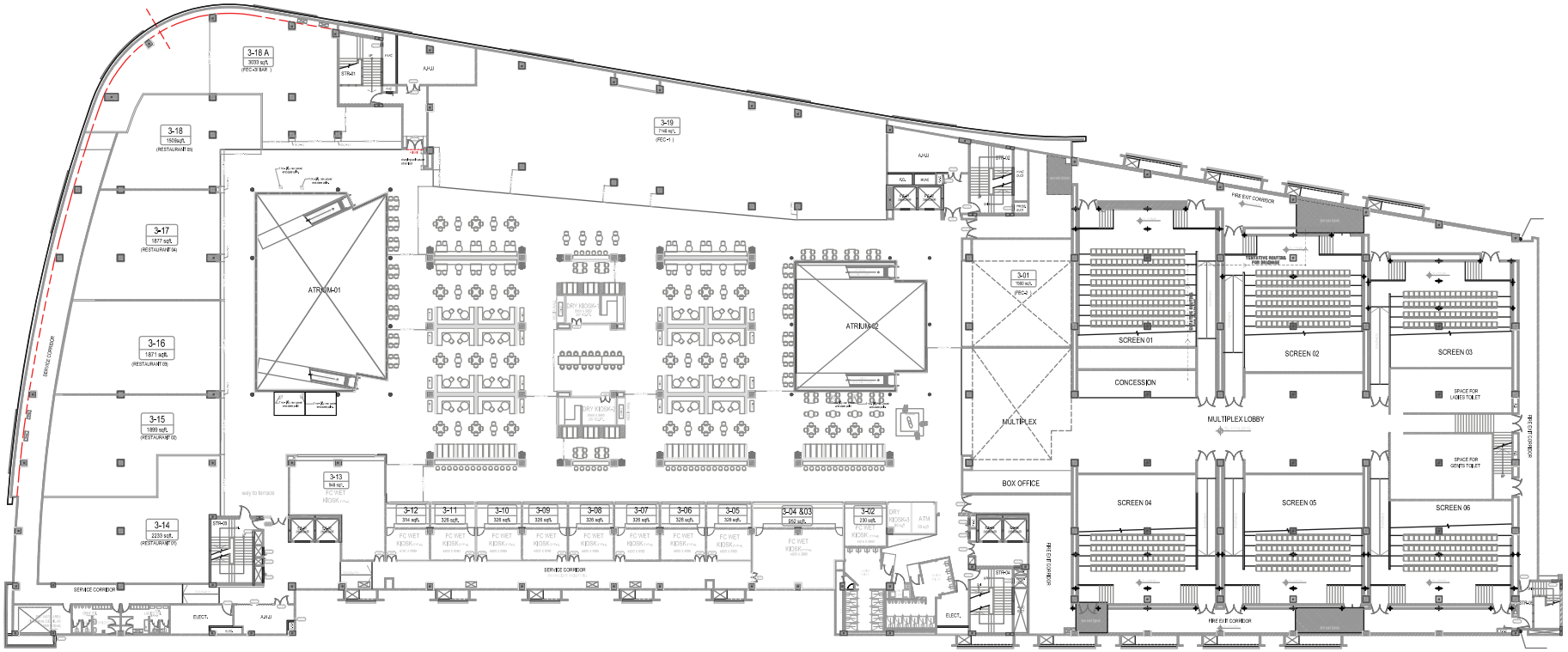

**XPERIA MALL , DOMBIVALI**

**SECOND LVL @ +110.3 M**



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# Third floor plan



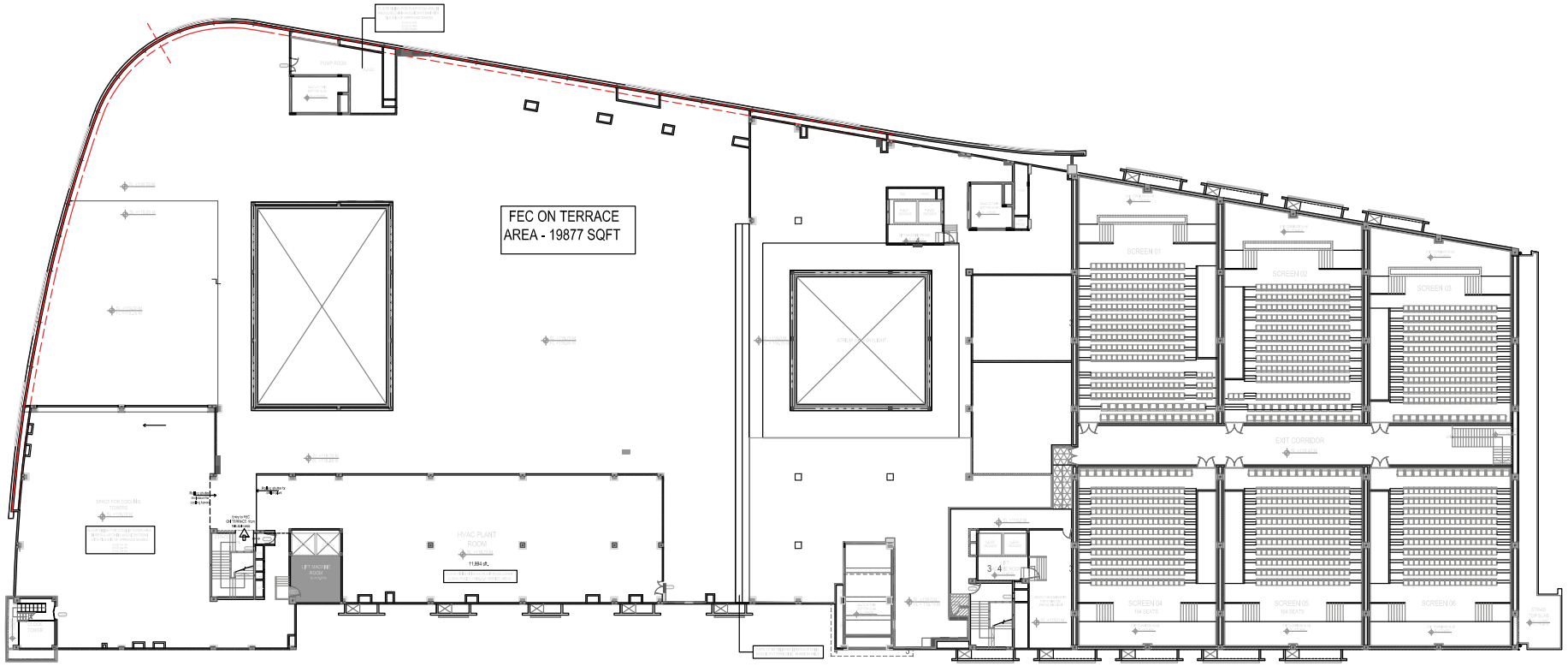

**XPERIA MALL , DOMBIVALI**

**THIRD LVL @ +114.5 M**



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# Terrace floor plan




**XPERIA MALL , DOMBIVALI**

**FOURTH FLOOR LVL @ +118.7 / +119.0 M**

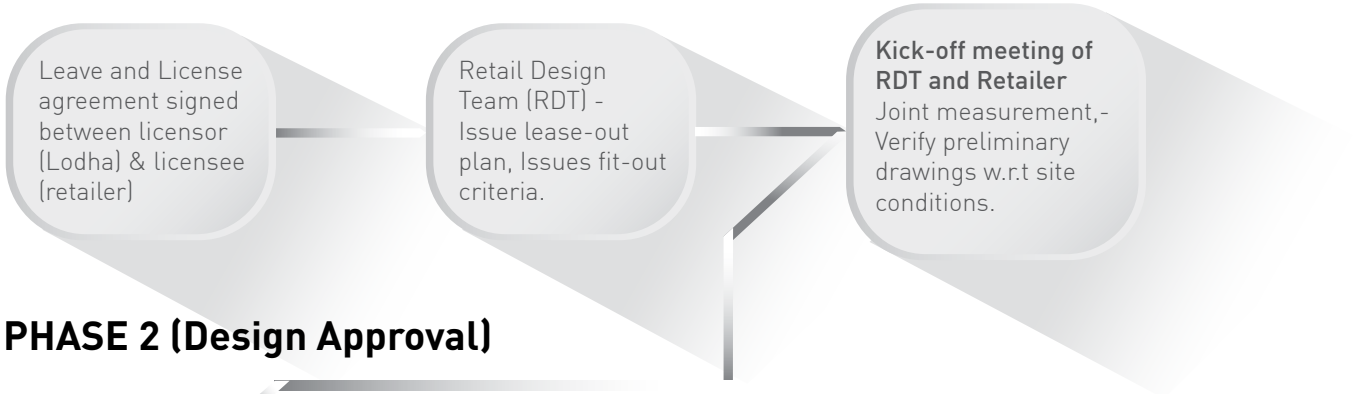


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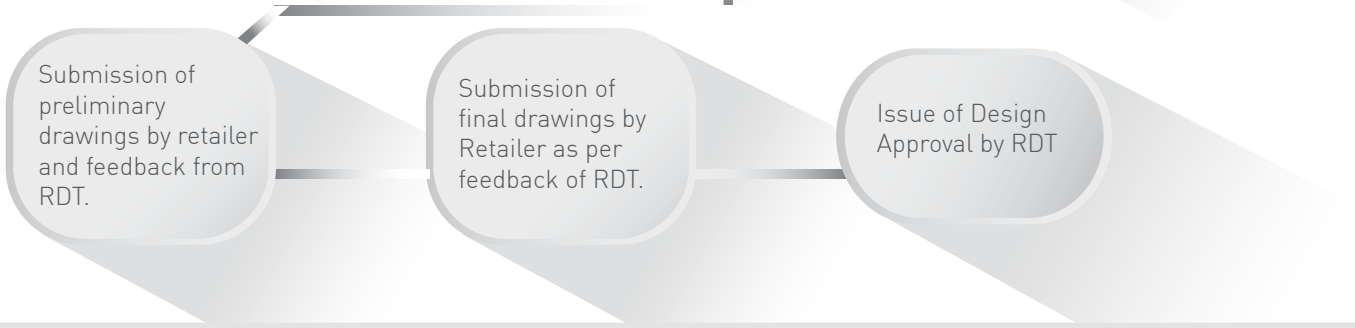
# Fit-out Process

The Fit-out process is as indicated in the flow chart shown below. Once the Lease Agreement is signed, the retail design criteria will be handed over to the Licensee and subsequent meeting will held between the Lodha RDT (Retail Design Team) and the Licensee

## PHASE 1 (Pre Design)




## PHASE 2 (Design Approval)



## PHASE 3 (Fitout Co-ordination)



# Phase 1 – Pre Design

This section outlines the detailed design specifications and guidelines with respect to storefront, signage, lighting, store interiors and other considerations as shown in the following sub-sections that need to be followed by the Licensee within their outlets in the Mall.

## Design Control Zone

The storefront line is the exterior glazing line. All glazing, displays, platforms, backgrounds, ceilings, screen walls on the glazing which are at 1.2 m from the front of the shop/outlet will form part of the Design Control Zone (DCZ). The licensee's Store within the DCZ has to adhere to certain design and display restrictions so as to be in harmony with adjacent retailers and stay true to the Mall's Design Philosophy.

- Back of house operations, cashiers desks etc. are not permitted in the DCZ.
- Licensee ceilings in the DCZ must be dry/gypsum.
- Down lighting at minimum of 1000 lux should be main tained within the DCZ.
- No vinyl or any stickers can be mounted on the glazing or any part of the store front.
- No TV panel would be permissible in DCZ in the restaurants / any other retail outlets however the food kiosks can display the Menu on the TV.
- The flooring in DCZ must be coordinated aesthetically with the mall common area flooring and levels should be matched with the mall common area flooring. For non-glazed shops, a 5 mm SS separator strip is mandatory between the Mall flooring and the licensee unit flooring.

## General Store Design guidelines

The following is a description of the basic parameters that a Licensee must follow in designing the Licensed Units. These guidelines apply to all Licensees.

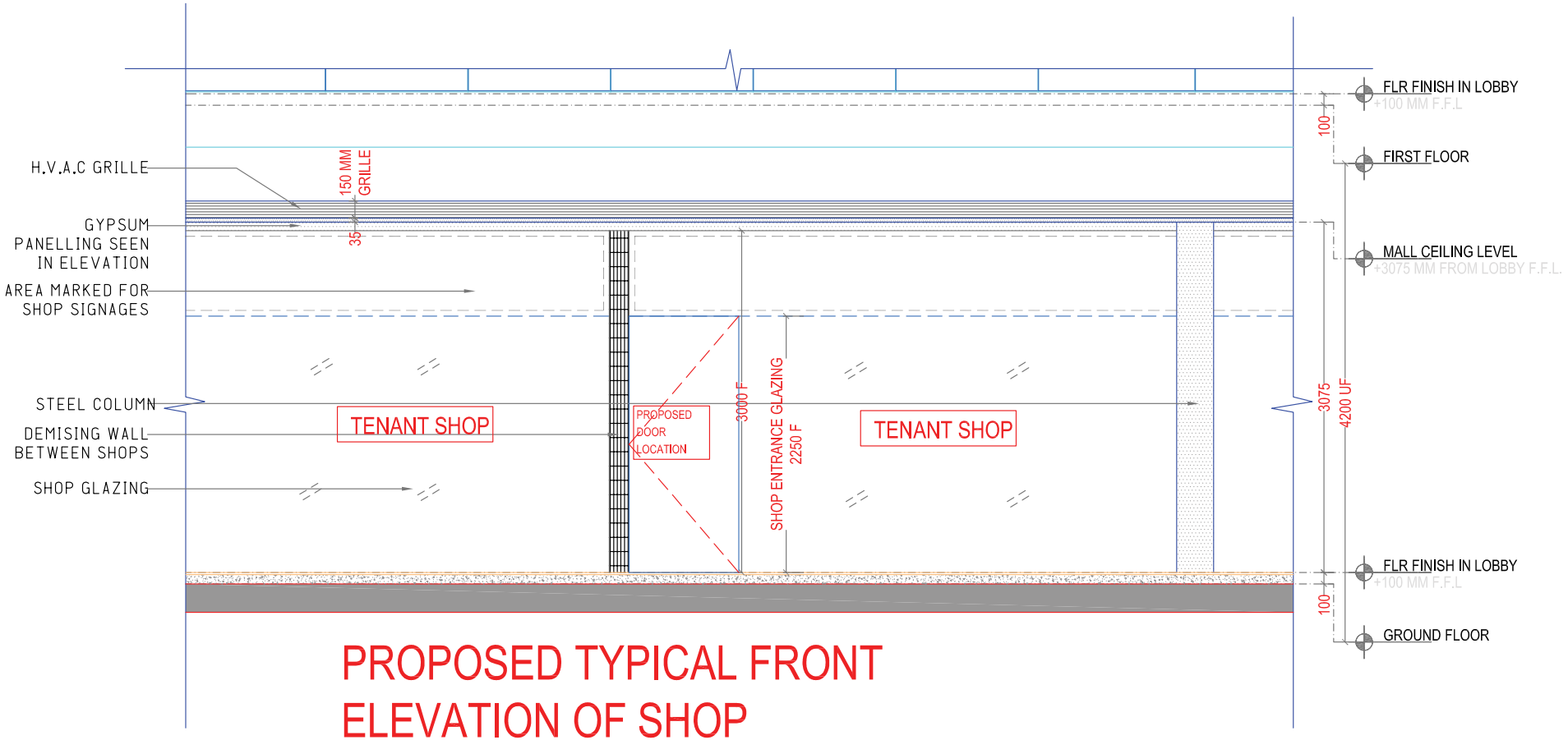
- Open ceilings within the general store area are subject to the Licensor's approval.
- No excessive suspended loads will be attached to the underside of the ceiling or structure with the exception of normal suspended ceiling and lighting fixtures.
- No wall mounted fixtures will be permitted other than those approved in writing by the Licensor.

- No load beyond 400 (kgs/sqm) shall be imposed upon any floor areas of the Licensed Units.
- Only new A-grade materials must be used for fixtures and interiors. Used, recycled mater-als of old shops are not permitted.

## Store Front Criteria

Licensees are required to conform to the following requirements for the storefront design:

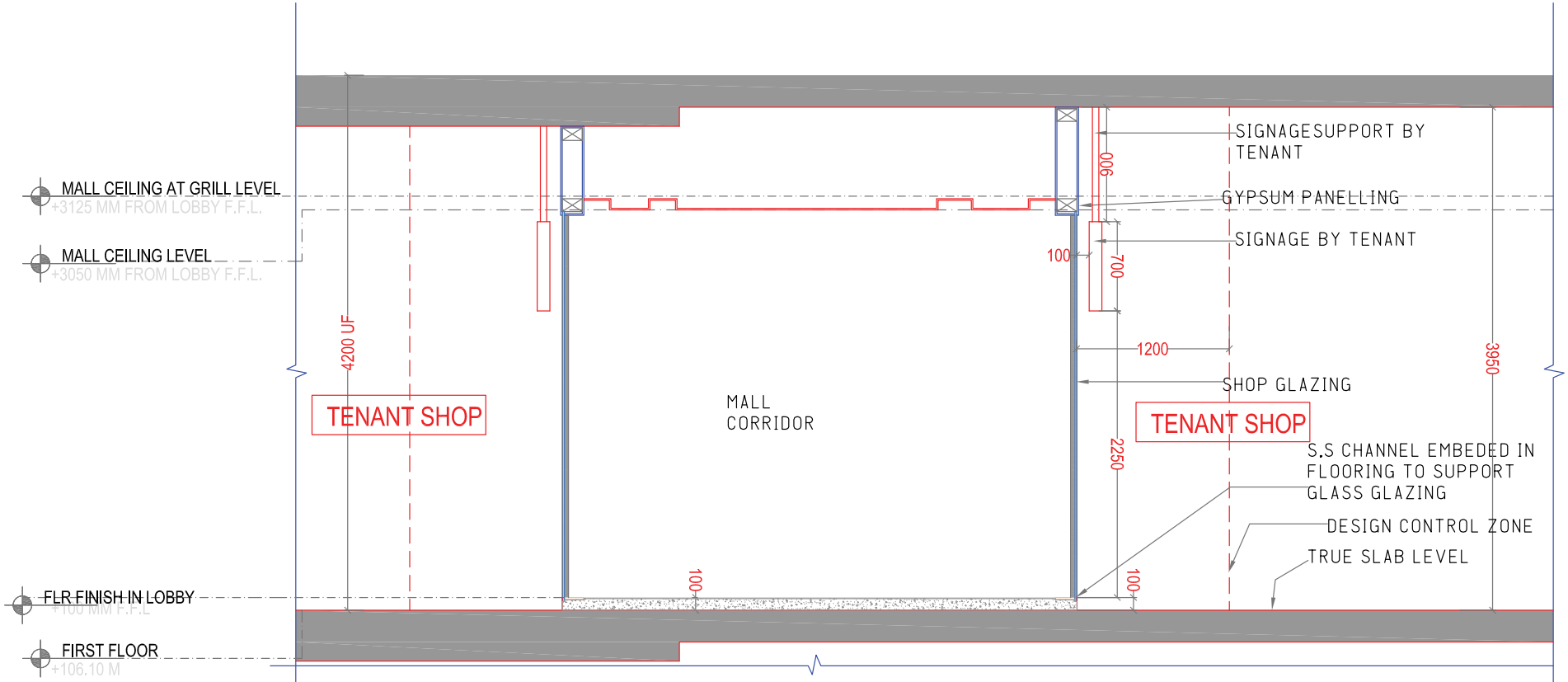
- Storefronts are to be designed and constructed by the Licensee. Licensee must seek prior approval from licensor's representatives before installing any part of the store front.
- Licensee's signage work must not be fixed to the storefront glazing or framework.
- Height of the entrance doors must be 2250 mm. The entrance doors can be framed or frameless with glass. The frames must be of standard quality Stainless steel or Wood only. Floor mounted door closers must be of SS/Brass of Dorma or Ozone or any other Brand of similar quality.
- All storefronts, except Entrance doors, shall have a 4" (100mm) high skirting of either Wooden or Stainless steel or Brass or Stone. No laminates, aluminium or Veneers are permitted. The same must be integrated with the storefront design.
- Doors must be of 12 mm toughened Glass, and shall only open inwards and shall never open into the Mall corridor. Physical or Mechanical stoppers must be used for this purpose.
- Recessed entrances and bay display windows are preferred within the store front line in order to articulate the interior storefronts.
- Only anti-shatter clear /transparent film is permitted on the glazing.
- Reflective glass (including the use of mirror) and/or tinted glass is not permitted on storefronts or in the DCZ.
- Storefronts must at all times have at least 60% clear visibility to within the Unit.
- No brickwork for any kind of work at all is permitted in the Licensed Units. All partitions are to be of dry gypsum board or ply partitions.
- Auspicious hanging elements (lime and chilli, horse shoe, black doll etc. ) are not permitted at store fronts or in any customer visible areas.




PROPOSED TYPICAL FRONT ELEVATION OF SHOP



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PROPOSED TYPICAL SECTION OF
SHOP FRONT WITH 1200mm DCZ

Some examples of potential options for store front are mentioned below:-









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Some examples of potential options for store front are mentioned below:-






## Signage Criteria

Signage must enhance the storefront and communicate the brand value of the Licensee in a visually engaging manner. Licensees are required to conform to the following requirements for the signage.

- All signs shall be constructed and installed by the Licensee at their own expense.
- No bylines are allowed.
- Only one sign and one brand name per unit. The wording of all signs shall include the Licensee's registered trade name only.
- Signage with animated components, flashing lights not permitted.
- Signage painted or pasted directly on the bulkhead/ glazing not permitted.
- Cardboard, paper, flat Perspex signage not permitted.
- Pop-out signage, signage on the demising walls is not permitted.
- TV panels are not permitted.
- Signage with exposed conduit, tubing or raceways, as well as conductors, ballasts, transformers and other equip ment not permitted.
- Transformer will be placed within the store front line, hidden & not visible from shop front.
- The DCZ and signage lighting will be on a separate loop with an internal timer to work as per the timing given by the Mall.
- The support of signage to be sturdy and neatly finished if they are visible.
- All signs, bolts, fastenings and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron materials of any type are permitted.
- No sign maker's labels or other identification shall be permitted on the exposed surfaces of signs, except those required by local authorities. The Licensee must provide access from within the store for the servicing and repair of his sign.
- Signs are to remain ON from 1000 hours till 2400 hrs. Signs are to be controlled by a timer and must be on a separate circuit from other lighting.
- Signage will be a 3D signage. Signage shall be confined in the Lease line area including the projected 3D letters.
- As per Govt. rules the state local language signage (of min 4 inches ht) is required which is to be done as a

secondary signage and is mandatory to have before store opening clearance is given.

- Licensee should adhere to the statutory requirements with respect to the signage
- Primary interior signs must occur at a height of minimum 2250mm from floor level and should not cross the demising wall line on both sides
- Signage can be Freestanding/ mounted from the ceiling within Licensee's space or on an architectural storefront element.
- High voltage neon shall not be used. Also, exposed external lights are not recommended.
- Induction choke or high heat dissipation lights are not permitted to be used in the back lit signage.
- Use of LED lights is highly recommended for backlit signages.

Only the following types of non-lit 3-D signs would be allowed:

- Raised letters applied to glass or storefront metallic finish (i.e. Brass, bronze, copper) or solid colour letters (i.e. Lacquer coated, vinyl coated)
- Sign/logo etched or cut out of solid material such as mirror, wood or stainless steel.
- Artisan's plaque featured within storefront (bronze, brass, copper etc.)
- Self-illuminated logo or individual letters. (It is preferred that extremely reflective signage surfaces are avoided as their visibility gets greatly restricted)

Some examples of potential options for signage criteria are mentioned below:-






Some examples of potential options for signage criteria are mentioned below:-






## Lighting Criteria

The Licensee is encouraged to utilize scientific lighting design principles in order to achieve a Lighting Design that aims to achieve Shopper Delight, Brand differentiation while maintaining heat and electricity loadswit in optimum range within the premises. It is recommended that Show windows, Merchandise shelves,display-shelves in food court, and menu boards must have higher luminous intensity. Licensee is required to conform to the following requirements for the lighting:

- Licensee shall furnish and install all illumination for display showcases, general and emergency lighting throughout the Licensed Units.
- All light fixtures shall be glare free. Light sources shall not be visible from the Mall common area.
- No lighting, whether temporary or permanent, shall be installed outside the licensed unit for any purpose.
- Pendant light fixtures, luminous ceilings, chandeliers, wall brackets or glitter strips may be used only if the Licensee has established an identity based on this theme or motif, and the use of these elements must be approved in writing by RDT prior to installation.
- No strobe, spinner or chase-type lighting shall be used.
- All lighting shall comply with the applicable local and national codes and regulations.
- All fixtures should be first class quality. Chokes, ballasts, if used, should be electronic. Use of any types of induction chokes is not permitted.
- In the distribution box, use of only ELCB is permitted. It is recommended that the distribution boxes have a masking cabinet with louvered shutters.
- The proposed electrical load should always be below the sanctioned load of 8W/sft for Inline stores. For F& B units, power loads vary, so please confirm the available electrical load with our RDT. Any additional load is not allowed as there may be an adverse effect on cooling due to the heat generated by the excess load.

## Store Interior Lighting

- All light sources including lamps for direct use (down lights, track lights, soffit lights etc.) or indirect use (cove, sconce etc.) must be shielded from view.
- Fluorescent fixtures shall have parabolic diffusers,

either metal paralume-type or acrylic paracube-type. No other lens shall be used except in storage or other areas removed from public view.

- The use of cool white or daylight fluorescent lamps is not recommended in the retail stores.
  Deluxe warmwhite (3000 Kelvin) and deluxe cool white (2500 Kelvin) fluorescent lamps are recommended.

Some examples of potential options for lighting are mentioned below:-

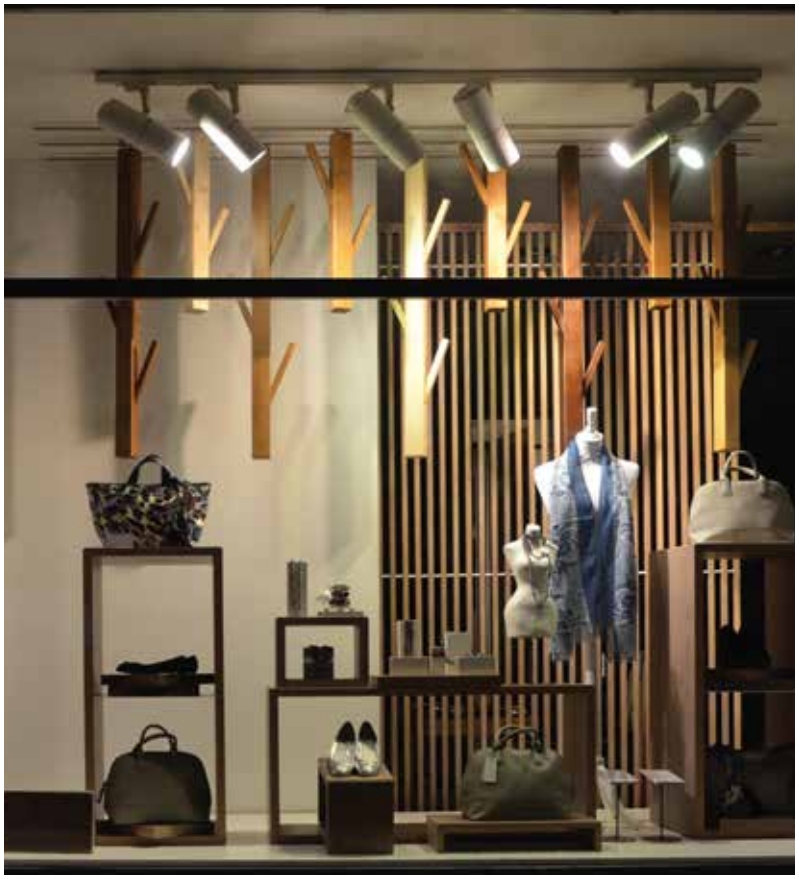




## Show Window Display Lighting

- Show window lighting- metal halide or CDMT & colour-corrected sodium vapor (3000 Kelvin or warmer) are recommended.
- All light sources including lamps for direct use (down lights, track lights, soffit lights etc.) must be shielded from view.
- All illumination shall be directed away from the Mall public space to prevent glare.
- Light levels shall be minimum of 800 lux in the store front window displays i.e. Design control zone.
- A 7-day 24-hour calendar type time device is mandatory to be installed by the Licensee for illumination of Licensee storefront and the timings set are as below: 1030 hrs to 2300 hrs.

Some examples of potential options for window display are mentioned below:-



## Electrical works

- Licensor shall provide incomer cable to Isolator and the Licensee would install DB and would complete all works from isolator onwards as well as internal electrical works.
- Licensee is required to employ only a licensed electrical vendor.
- All cables & wires must be Fire Rated, low smoke (FRLS). Simply FR wiring is prohibited.
- Only MS/GI conduits must be used. Use of PVC conduits is strictly prohibited. Licensee is required to maintain electrical load at 8W/Sq.ft.
- The Mall has express feeder for electricity from MSEDCL and power cuts are unlikely However licensees are required to install an Inverter of at least 1 KW capacity of reputed make with at least 4 hours back up to cater to emergency requirements- for lighting and POS systems.
- Energy Meter is provided by MSEDCL.

## HVAC

- High side HVAC i.e. FCU or AHU are provided by the Licensor for all Inline vanilla retail units and restaurant units.
- For food kiosks, chilled water tapping point in the service area would be provided. The FCU to be installed by individual licensee.
- FCU/ AHUs installed positions to be maintained as provided and must not be relocated.
- Access to AHUs for maintenance purposes should be provided via trap doors. Trap doors must be made with proper well supported framing and must be finished in durable & cleanable material preferably Laminate with the same colour finish should match the ceiling.
- It is advised that the trap doors have latching arrangement.
- Safeguarding of AHUs is the responsibilities of Licensee. Air tight boxing constructed for AHU in the F&B kitchen area must be as per specifications of RDT. Fire retardant material must be used for air tight boxing.
- AHU Drains needs to be completed as per mall directives. The location of AHU drains to be kept accessible for any future maintenance and repair issue.

## Plumbing & Drainage works

- Inlet & outlet tap off points would be provided by Licensor to F&B units.
- Internal plumbing and drainage works are to be completed by the Licensee and grease traps shall be provided by the Licensee before connecting to mall tapping points.
- Only 'C' Class GI pipes are to be used for water supply and branded pipes to be used for drain line works.
- Licensee must appoint only a licensed plumber.

## Water Proofing

- All floor slabs must be treated for waterproofing which will be done by the Licensee.
- Entire process must be carried out by using good quality water proofing material. It must be ensured before concealing plumbing & drain lines that they are thor oughly checked & tested against leakages. The Mall Retail-team's permission must be taken in writing prior to concealment of in store plumbing and drain lines.
- Only Vendors and Brands authorized by Mall Retail Design team are permitted for execution of water proofing works inside Licensee premises.

## Fire Fighting & Safety

- Sprinkler works inside the premises shall be completed as per standard norms by licensor.
- These shall be pendant type sprinklers with GI-C Class heavy pipes dia 40/32/25mm (the size will vary as per the Unit size). GI supports, all welded joints, painted with one coat of anti-corrosive and two coats of red paint, socket pendent type sprinkler bulb, with an activation temperature of 68C.
- Licensees will need to make further changes or height adjustments with flexible hose droppers using authorized and licensed contractors based on their ceiling levels.
- All non F& B units shall be provided with multi-criteria smoke detectors with flexible wiring and F& B units with heat detectors with flexible wiring at the time of handover of premises as per Standard Norms.

- The licensee must ensure that the detectors are not damaged or stolen during fit out period or thereafter and are leveled and aligned as per Ceiling design of their respective premises.
- Additional sprinklers, smoke detectors as required in BOH area, display window, store rooms, above false ceiling, trial rooms and other areas as per CFO Norms other than that provided by licensor shall be completed by the respective licensee on advice of the Retail Design Team of the licensor.

## Rolling Shutter Designs

- Stores are encouraged to create open store fronts.
- In cases where stores have gone for glazed store fronts, rolling shutters are not permitted.
- Rolling shutter will be fixed inside the store carpet area.
- F& B Units are not permitted to have any rolling shutters.
- Rolling shutters must be transparent plexi glass shutters. The shutters have to provide clear visibility inside the store.

## Structural Loading

- Licensees must ensure that at no location the point load exceeds 400 Kg / sqm. The Licensee must inform the Licensor if the load is expected to increase at any location due to heavy equipment, machinery.
- It is advised that the Licensee evaluates the method of transporting heavy equipment at the location beforehand. Retail Design team must be consulted in demarcating path for transportation along with method for the same.
- Lofts are not permitted in the store rooms of anchor tenant shops or at any other location in the Licensor's Units and licensed contractors based on their ceiling levels.

## Telecommunication

Two data and one Voice would be provided upto a single point within the store. Further distribution will have to be handled by licensee.

## Specific Criteria for F&B -Food Court and Restaurants

- The Food court at Xperia follows the theme of a Multi cuisine European Café / Bistro.
- Care must be taken while designing the Food court unit store fronts, serving counters, food service area. and Signage in order to marry the licensee brand standards with the design philosophy of the Food court.
- The Licensee will need to provide & install a finished serving counter and internal preparation areas along with required utility connectivity.
- The finishing of the serving areas and the signage and Menu display to be approved by RDT as outlined before.

## Food Court Counter and Serving area (FOH)

- The Food Court is designed as fine dine restaurant and hence food operators must serve food in designated Trays lines with Tray mats and serve their food in Ceramic /China crockery along with SS cutlery. Crockery will be provided by the licensee. Trays & Cutlery will be provided by the licensor and Food court licensees can collect the Trays as well as their specific Cleaned crockery and cutlery from the Dishwashing Station provided behind the Food court. No licensee is permitted to serve food outside its premises/ in the common areas.
- False ceiling in the kitchen must be of fire rated quality. Insulation to the slab would be provided by the Licensee, Licensor to do the thermal insulation of the common seating area only. Grid ceiling in the kiosks is not permissible.
- General lighting: min. 300 Lux, Food preparation: Min. 240 Lux. Store front services counters minimum 600 lux.
- Electric panel to be away from water points & wet areas. It must be at accessible height and location.
- Gas line shall be provided up to the Gas meter by the Licensor and thereafter the Licensee would extend the

line as per requirement.

- The Gas line must be laid in 'C' Class GI Pipes and fittings. The same must be painted in Yellow oil paint and all IS codes to be followed for internal distribution routing of gas lines.
- LPG shall be provided to the units via a third party vendor. The Gas meter shall be installed by the licensor there after maintenance of the Meter shall be the responsibility of the licensee.
- Exhaust ducts and hoods must be designed keeping in mind rational CFM requirement.
- Installation of pheromone gum trap type UV fly-catcher at 7-8 ft height is mandatory in both FOH and BOH areas of F&B units- Food court as well as Restaurants.
- All cleaning equipment must be stored in a separate cabinet.
- Garbage disposal to be planned and a trolley bin (dry and wet separate) to be kept in a covered area in both kitchen & FOH areas.
- Trolleys for the purpose of transportation of goods must be procured by licensees. The same shall be of good quality and grade SS only with wheels/castors.

## Units having enclosed kitchen facility

- These units to have a kitchen having Siporex wall with only one self-closing door for the entry & exit of the staff.
- Preparation and serving areas need to be separate. However in case of Open Kitchen concept, care must be taken to ensure Visual Delight and Safety & Hygiene. Additional HVAC loads etc. must be calculated and works if necessary must be undertaken by the licensee.
- The kitchen must have extension to the wall by way of dry partition for segregating AHU & exhaust areas and the same are required to be covered and treated aesthetically.
- No use of plywood or timber is allowed in the kitchen
- Well-polished Kota stone / anti skid vitrified tile flooring is allowed.
- Tandoor must have Fire-proof or insulated brick wall encasing.
- Entire Kitchen wall must be tiled from inside with light coloured easily cleanable tiles.
- Due to lack of sunken flooring for purposes of plumbing lines, the kitchen floor could be elevated from the Mall common area FFL. In this case adequate care must be taken to avoid any overflow of water entering into Mall's

common areas. A ledge of 2" (50mm) high from kitchenen FFL must be made at the kitchen entrance door so as to avoid any accidental over flow.

- Kitchen must have only SS counters & work stations and perforated SS angle storage racks. MS/ Civil work counters are not permissible.
- Provision of grease trap is mandatory for every outlet before connecting to the Mall outlet connections. Mobile/Inline grease traps may be considered.
- The restaurant licensees shall need to provide water scrubbers within their premises for exhaust ducts. Exhaust ducts for Restaurant licensees are provided by the licensor. Licensees shall connect their hoods to the ducting upto a point specified in the licensor's common areas.
- For the food court kiosks, the hoods and ducting connections up to specified locations (up to mall common service area) to be done by licensee and the exhaust machines and inlet machines along with final connections to external opening will be done by licensor.
- Adequate number of floor wash points must be provided by the licensee.
- No open drain with metallic gratings is allowed.
- Only C-Class GI/ CPVC pipes to be used for water supply and drainage. All plumbing concealed in wall and floor to be properly tested by licensee before concealing.
- A 5 KG fire extinguisher (CO2 type) must be installed in the unit and its location indicated on the plan.

## Food court Counters

- Counter height at the customer end must not exceed 42" (1066 mm) from FFL.
- Licensee may provide a finished counter fascia or refrigerated display units with sneeze guards.
- 100mm high skirting in durable material must be provided at the counter front. Use of Laminate for finishing the skirting is prohibited.
- Downward cove lighting on the counter face is recommended. The entire design must be based within the Lease line.
- Counter tops must be "Corian" or similar solid acrylic surface materials or stone. Use of laminate unfinished masonry is prohibited for counter tops.
- POS /cash Counters must be marked with a hanging signage above.
- Electronic Counter displays are not permitted in store fronts. It is recommended that electronic buzzer system is utilized by licensees for announcing orders to customers.

## Menu Boards

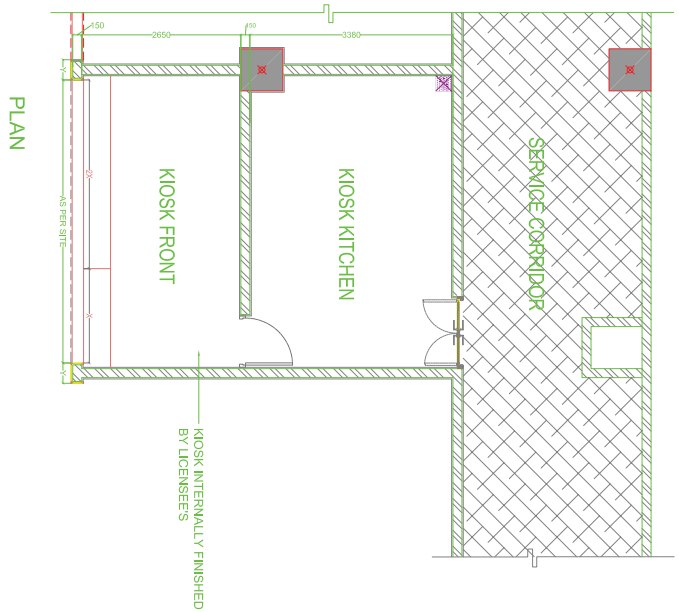
- Menu boards shall be of artisan type quality such as chalk-boards, painted wood, or unusual materials and combinations of material. Standard factory designs will not be permitted.
- Frames, holders, text, photo displays, lighting and materials must be creatively designed.
- Menu boards are recommended to be put on the back wall of the store front. It can have max. Ht. of 600mm and at a height of 2100mm. From the FFL. The board must have a slight tilt towards the customer area so as to achieve a better viewing angle.
- Backlit menu boards are allowed but they must not be brighter than the store signage.
- Legibility of the fonts in the board must not be compromised for the sake of creativity.
- LCD/LED/TV panels are not permissible in the store fronts.

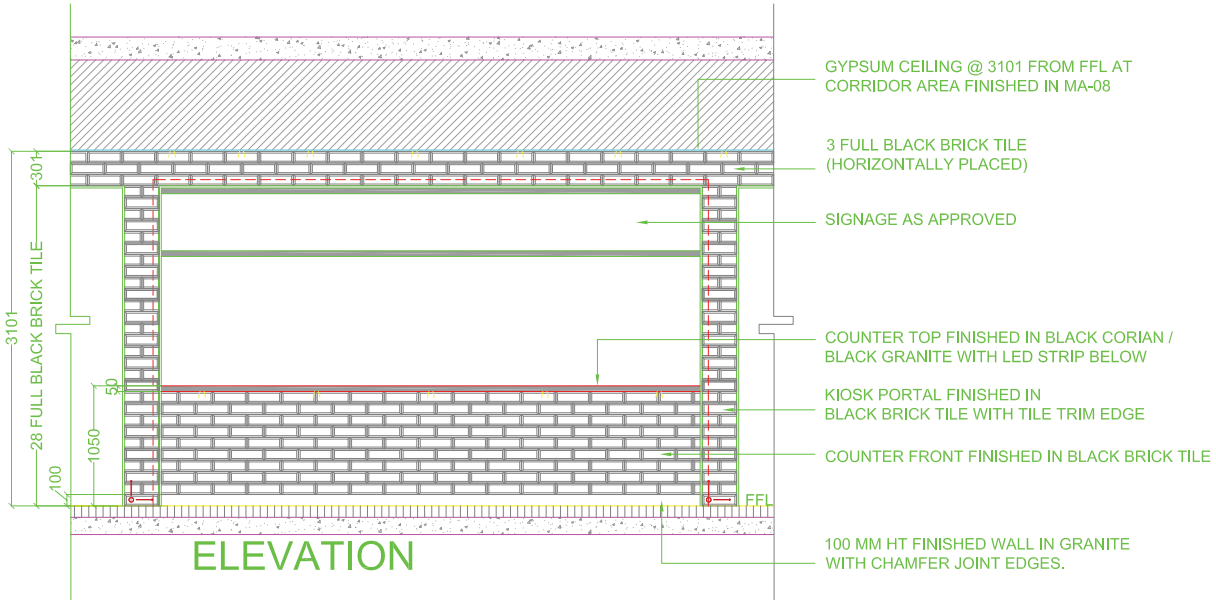
## Flooring

- Flooring material in the FOH is recommended to be similar to that of Mall common areas.
- The FOH walls must have cleanable surface, use of tiles and washable paints are recommended. The surface may also have neatly pasted graphics. BOH must only have tile dados.

# Food Court

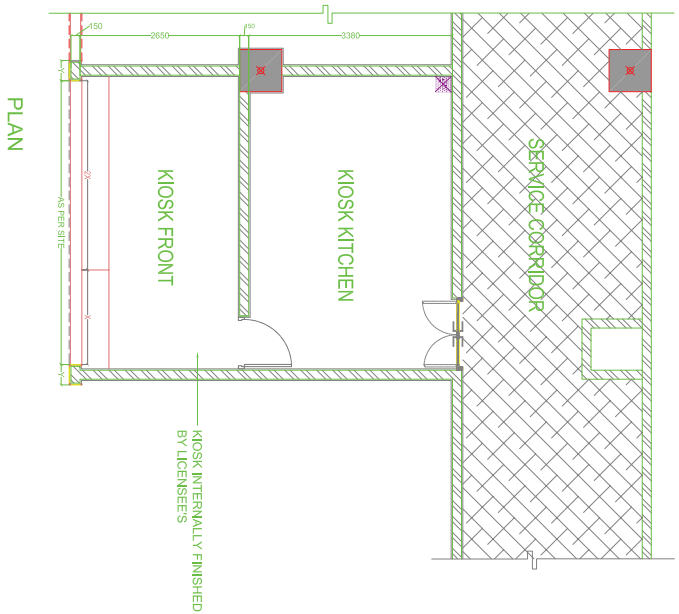
## Option 1

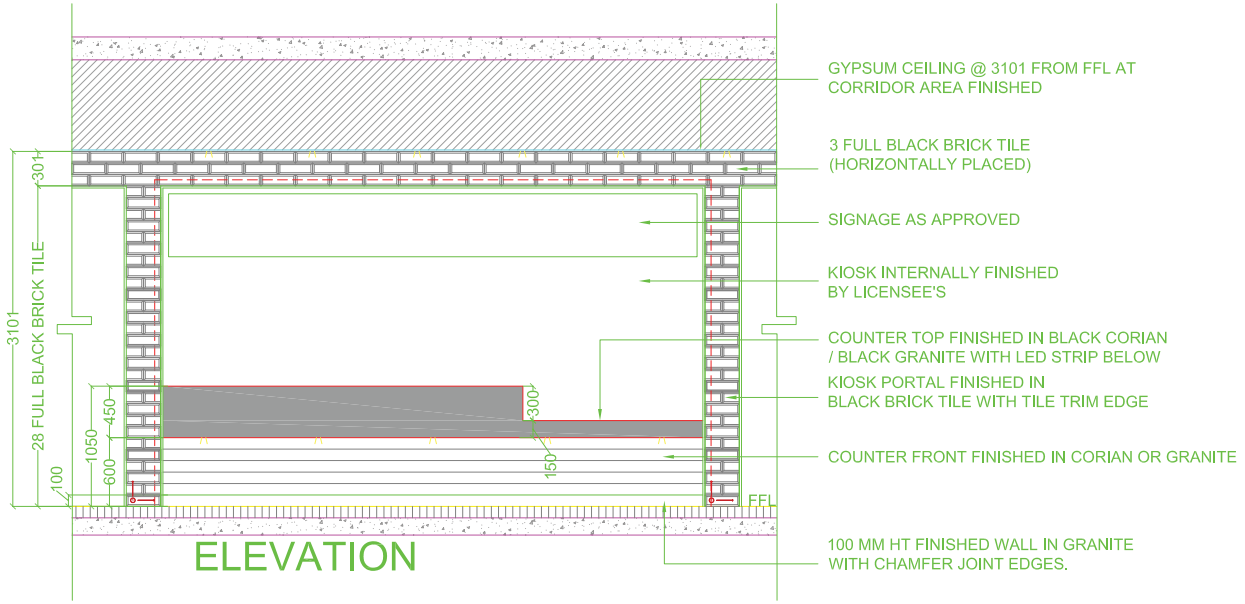


# Food Court

## Option 2



## Physically Challenged Friendly Design

Xperia has a disable friendly design and recommends that all retail & public areas are accessible to people with reduced or limited mobility.

Easy access and circulation within stores is important to everyone, including people who use wheelchairs, those who cannot walk easily, people who are deaf, people who are blind or visually impaired and to the elderly, children, and people with pushchairs, prams or trolleys.

Inclusive design enables this to be achieved to the greatest effect and should be employed in the installation of access doors, gondolas and access arrangements in the Licensed Units.

The Main Mall entrance and the lifts in the basements are all disabled friendly.

## Sustainability, Smart City and Green elements at Palava

- Solar power is planned as the additional source of power – Solar rooftops are already implemented in the school and Solar street lights are implemented in Casa Rio.
- Palava has implemented IBMs "Intelligent Operations Centre" to act as centralized & integrated platform for city wide services that allows effective monitoring and control.
- Palava Smart card for access, paperless and cash-less living – to be applicable for all transactions at Palava.
- 100% recycling of wastewater treatment through application in advanced technologies and water networks – 30% of water usage in the city is through recycled water.
- A fleet of collector and compactor trucks will be maintained by Palava for collection of solid waste from the community bins in clusters and disposal to landfill sites.

Transfer of waste to landfill will be kept at bare minimum (target 20%) which will be enabled by this world class processing facility, thus enhancing the overall sustainability metric of the city.

- Combination of rain water storage in natural artifi-cial units and ground water recharge schemes will be undertaken for storing rain water and reuse

- Palava will have world class public safety and sec-urity features including CCTV with video analytics, Lift and fire alarms, Panic butto on roads, Central monitoring, parking monitoring, and Emergency response team.

- Palava is planned as a world class smart city with integrated communication technologies that delive-rs data, voice and video services to all its citizens. At the heart of this, is the optic fibre network that will be deployed across the entire city to connect all its residents with the rest of the world. The advantage
of the network is that it will deliver high speed broad-band internet and high end video services such as IP TV, gaming etc. along with normal voice and cable TV ervices to citizens who wish to opt for these.

We have identified environment as one of the key issues of community concern with respect to retail industry. Hence, the Licensee can involve in the following activities to protect and improve the environment.

We urge you to:

- Encourage your fit-out vendors to be aware of their environmental responsibilities – specifically that litter, wastes and wastewaters from any activity do not pollute the water, ground or air- during the fit out and thereafter.
- Make sure that all your wastes and garbage are kept where they cannot be washed or blown into storm water drains during the fit out and thereafter.
- Conduct a waste audit to identify major waste types, sources and volumes from the centre.
- Plan your services and systems so that it minimizes your energy and water use.
- Licensee can incorporate environment friendly materials during fit out and adopt energy efficient practices while trading.

# Phase 2 – Design Approval

This process shall evaluate all the criteria discussed in this Manual, including three dimensional form, degree of design uniqueness, use and detailing of materials, colours and lighting, and integration of signage, storefront and graphics and most importantly safety and customer convenience.

Submissions by licensees must provide the RDT with a clear understanding of proposed design concepts. The submission must be complete in order to fairly evaluate the proposal and prevent disapproval on account of inadequate design.

The Drawings to be submitted by the Licensee for approval are listed below. These drawings have to be sent on e-mail in pdf & AutoCAD format (min. size to be A3). Drawings must be clear and with detailed description leaving no scope for ambiguities. All measurements are to be in meters/mm mentioned and highlighted details to be provided.

The design submissions of all tenants would be verified and approved by the Licensor. The Licensor then issues a Design Clearance Certificate.

The Licensor retains full rights of Design Recommendation Clearance of any design, signage and any other installations within the Mall.

Any design, signage or other installations that have not been approved and do not comply with the Licensor's design criteria must be removed and revised to meet the requirements at the Licensee's expense.

## Drawing submissions required

1. Layout plan (both front elevation and a section) with measurements and finishes. (Correct Lease line to be maintained).
2. Shop drawings including full dimensions, Signage letter style and type, face colour including material and thickness, back colour including material and thickness, type of lamp source, brightness and access, and placement of sign drawn to scale on the storefront.
3. Samples of sign material, if requested by the Licensor.
4. Drawings of Design Control Zone (defined under Design criteria section), Storefront, emergency exit and signages including elevations, sections and details.
5. Details specifying the Shop-flooring termination and integration with the Mall Flooring.
6. RCP showing Lighting, Speakers, Sprinklers, Smoke detectors and AHU trap door.
7. HVAC ducting layout showing AHU and trap door location with dimension & heat load to be provided.
8. Plumbing layouts (applicable to wet stores).
9. Electrical and raceway layouts with proposed power consumption in terms of watts.
10. Sprinkler (including headers) layout and Smoke Detector installations.
11. Fixture plan with material specs, CCTV, sensormatics, POS details.
12. Drawing indicating Equipment location, sizes and load in Kgs.
13. Sample board of indicative materials to provide an idea of look and feel.
14. Communication of the brand (pictures, categories dealt in) along with the term 'Opening soon' to be pasted on the board out adapted to the actual board-out size.
15. Contact Details of the appointed consultants and full-time professional supervisor.
16. Contact Details of Main vendors.
17. Detailed Project Timeline.

F&B units are required to submit following details in addition to above list.

1. Menu Board details with sizes and exact location.
2. Heat loads, Exhaust and Fresh air CFM specifications along with layout & routing units coordinated as per the site conditions.
3. Plumbing Design having Water supply & Drainage layout along with location of Grease Trap (both for restaurants and kiosks).
4. Gas supply piping layout.
5. Exhaust Scrubber dimensions and weight details.

## Forms Submission & Clearance

The Licensees should submit the following forms in addtion to the drawings in order to obtain clearance from the Licensor to start the fit-out process.

1. Permission must be obtained from the RDT prior to implementation of any hot work (including but not limited to soldering and welding). This permission should be on a written note indicating the nature of hot work, the electrical load of the equipment and duration of the work.
2. Submitted a list of Work Men (who will be provided with IDs).
3. Accident Inurance policy and posted all required permits on site.
4. Made available on the Licensed Units two sets of prints of the Approved Drawings (mentioned in the section above) for regular inspections by the RDT. One of them will be used for comments by the Inspection team of the RDT.
5. Submitted a schedule showing the timetable for the completion of the Licensee's fit-out.
6. The Licensor would provide the clearance verifying and validating all the above listed forms.

# Phase 3 – Fit-out

During the time of the fit-out, the Licensee is expected to adhere to some basic guidelines as mentioned below. In case of non-adherence to the guidelines, the Licensee will be liable to pay the penalties as mentioned in Annexure 4.

## Working hours including material movement

Prior to Mall opening: The general work hours are 0800 hrs to 2300 hrs.

Post Mall opening: The general work hours to carry fit-outs would be 2300 hrs to 0900 hrs.

## Security

The Licensee will be entirely responsible for the security of the Licensed Units during the fitout period and shall take all necessary steps to secure the same. The Licensor shall have no liability for any loss or damage including theft of building materials, equipment or supplies etc.

## Public Safety

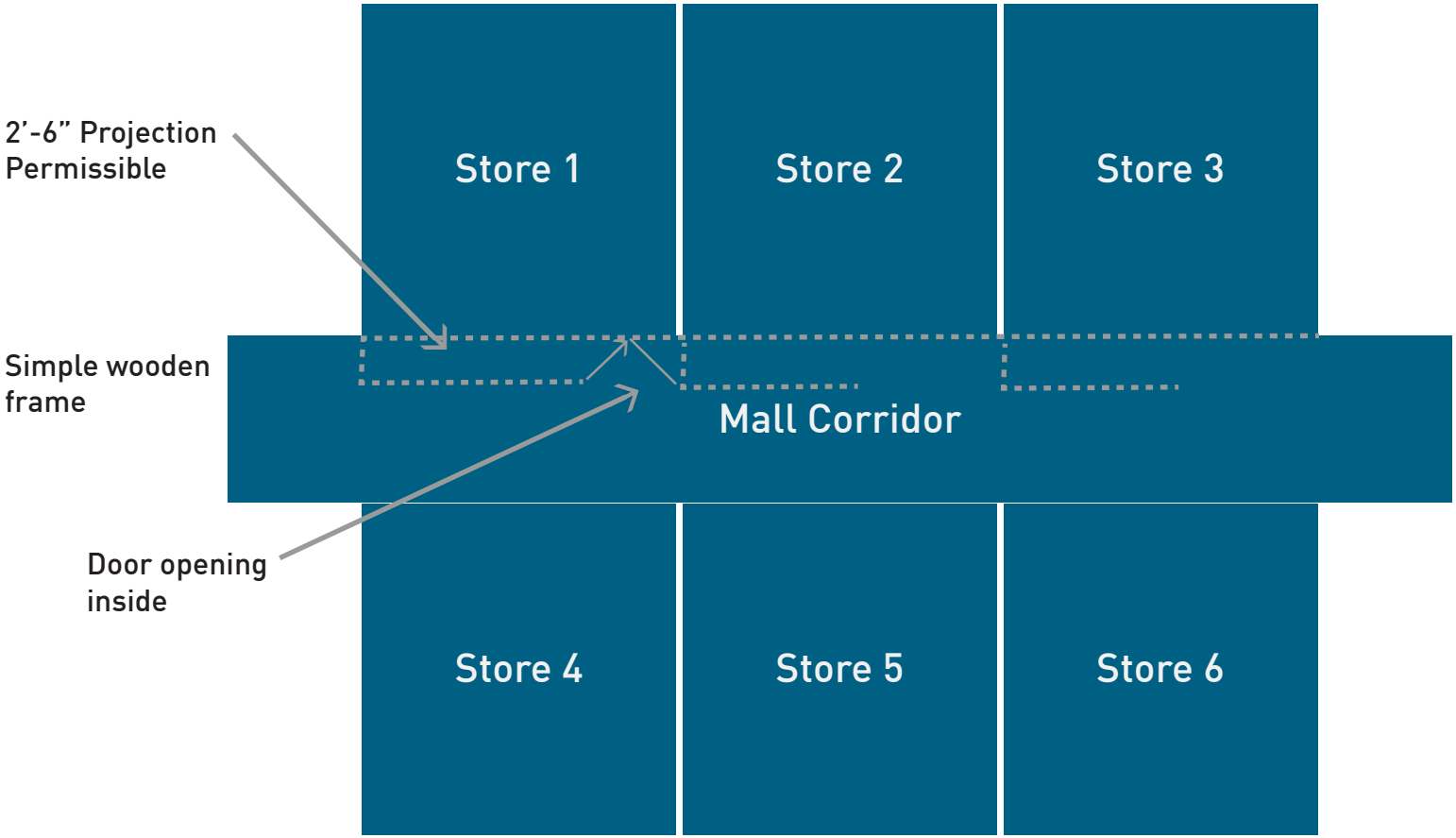
- It is the responsibility of the Licensee to ensure that his con-

  tractor exercises caution in matters related to safety of the personnel or customers.
- A fire extinguish will be maintained at the fit-out unit.
- Proper safety footwear and helmets are mandatory. A precaution towards loose, live wires is required to be maintained. Emergency light provision is to be made at the site.
- It is required to take 3rd Party Insurance during the Fitout period to financially protect themselves from any such liabilities arising in this period. This has to be submitted be to the mall fit-out coordinator before approval.
- Licensee's fitout representatives at the site if found violating safety norms & Fit out guidelines shall be issued verbal warning for the first instance, fined Rs 1000/ for the second offence and fit out permissions shall be temporarily withdrawn for the third offence.

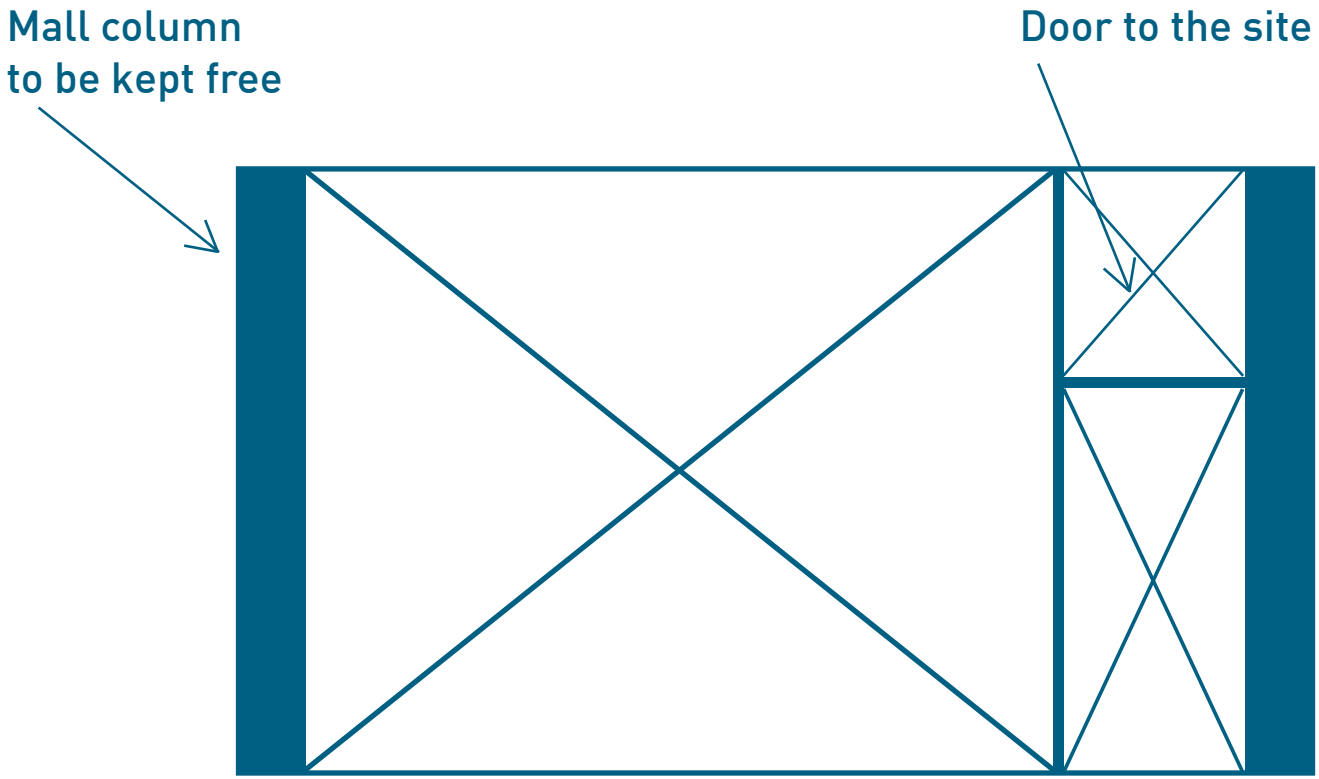
## Board Out Procedures

- The Licensed Units must be enclosed and sealed on all sides immediately upon the start of fit out with a temporary co-friendly vinyl hoarding mounted. The design of this shall be approved by Retail Design team of licensor. The size shall be based on the store front.
- The Board out must have an access created for ingress and egress to the store in case of all Inline Retail stores and other stores without service entrances.
- The graphic must indicate that the unit would soon be opening.
- Contact details, E-mail address, web links and Telephone numbers are not permissible in the graphic design.
- A wooden framework is to be erected by Licensee with 6mm marine ply from Mall Corridor side, 600 mm away from the Lease Line forming with C shape, ending at neutral piers. An openable & lockable Door of size 2100 X 1200 is to be prepared and fixed within the board-out panel (if the store has no back entry). Flex to be made taut and stapled on the same very neatly and evenly.
- Flex can be removed only after written clearance from RDT once the fit-out is completed.
- The RDT will maintain a duplicate key to the lock and does not need to seek permission to inspect the store at any time during the fitouts.
- Flex to be mounted in three parts preferably as shown in drawing.
- Flex to be fitted tightly and covering entire storefront.
- Dimension of storefront to be measured by retailer's vendor before printing the flex.
- A wooden frame to be put without nailing to mall floor. Mall finished floor, ceiling must not be damaged.

## Sealing of a typical store



## Fixing flex of a typical store



## Ladders and scaffolding

- Temporary scaffolding or Ladders mounted on rubber tire rollers must be used in the public area to permit the installation of storefronts and sign panels.
- All work benches, bench saws, tools, equipment and fit out materials must be confined within the limits of the Licensed Units.

## Access to Licensed Units

- All contractors and personnel of the Licensee will have access only to the fit-out areas of the Leased Units and common areas along the exit/entry and no other portions of the Mall.
- The workers will follow the movement routes as laid out by the RDT and will use facilities permitted by the RDT.
- Washroom options for work men are the portable toilet kept outside the building. They are strictly prohibited from using Mall washrooms.
- Use of building main floor, lobbies, or elevator lobbies is prohibited for storing material even on a temporary basis.
- Only the freight elevator will be used for material movement from the ground to upper levels.
- Contractor shall not be permitted to post any signage in the common areas advertising the name of the contractor or sub-contractor.
- Employee access through the counter front is not permitted for food court outlets where service access has been provided.
- Any entry into FOH area shall be through the Kitchen door opening into it. Material Movement, Waste & Debris disposal.

## Material Movement and Debris removal

- All material movement for the licensed unit must via designated goods entry gates, service yards and service lifts. All loading and unloading is to be done by the Licensee at their own costs. Local labour regulations with regards to loading/unloading must be complied with.
- There is no storage area provided for material and it must be accommodated within the store itself.
- Retailer's contractors must make their own arrangements for construction debris disposal.
- Debris disposal if requested by the licensee, shall be undertaken by the by the licensor and the licensee shall be charged @ Rs 2000 per mini truck load. The money will have to paid in advance in a cheque.
- Any combustible debris such as wood shavings, sponge material etc. must be disposed daily. A penalty of Rs. 2000/- shall be imposed if debris is found in the store in the morning visits by the inspection team.
- During Fit-out, retailers and their contractors are responsible for collecting garbage from the shop area and deposit the same at the garbage collection point provided by the RDT.
- Littering, drawing graffiti on walls, smoking, eating paan/ gutkha and cooking is banned within the Mall premises including Back of the house areas like terraces, parking lots, building periphery etc.

## Utilities

- Licensor shall provide the retailer with temporary utility services during the fit out phase, at the retailer's expense. The retailer will pay the charges as per the bill raised by the licensor periodically.
- The fit-out area must be well illuminated mainly for safety purposes.
- Emergency lamps must be available at site

- All working equipments should have proper earthing. The earthing have been provided from the electrical panel (as indicated by RDT).
- Wiring should not be directly connected to the electrical points but plugs and socket mechanisms along with extension boards should be used.
- Certain units under fitout, where temporary water supply has been provided must ensure that water is stored in a water tight container and no spill or water accumulation on the floor is permissible.
- The licensee shall be responsible to make good cost of any damages to adjacent or underlying licensed units due to water leakage /accumulation by licensee's fit out representatives or licensee's operations team.

## Hot Works

- Request for Hot Work Permit shall be made by the licensee's fit out representatives to the licensor's Retail Design team in the format prescribed in Annexure 1.
- After completion of the work, the hot work equipment should be removed from the site within 48 hours.

## Damages to Mall interiors

- During the time of the fit-out, all material must be brought into the Licensed Units carefully. Furthermore, all debris must be disposed carefully to ensure that common areas do not get damaged as a result of goods movement.
- Any damage to the property /mall premises or interiors caused willfully or due to negligence will have to be repaired by the licensee at his/her own expense failing which the same shall be recovered from the Licensee's fit out deposit /Security Deposit along with Interest of 18% p.a for the delayed payments.
- The waterproofing works if carried out by licensee must be guaranteed against leakage & seepage for minimum 10 years.

## Water

- There will be a common point at every floor from where the retailer's contractor can source water for fit-out activity.
- The Licensee should pay the water charges as per the bill raised by the RDT periodically.

## Pest Control

- Retailer has to mandatorily undertake two-stage pest control treatment at their unit. Pest control treatment is to be done to prevent termite (stage 1), wood borer, rodents, cockroaches, red and black ants, spiders, silver fish, & all types of harmful pests (stage 2).

## Material Quality and Specifications

### Materials allowed

- The Licensee will strictly use all brand new materials with A+ specification.
- The material will be as specified by the Licensor and the storefront glazing will be 12mm (or as specified by Licensor) toughened glass.
- The electrical conduits must be in metal M.S. or G.I. only.
- Wood wherever used must be branded and treated for termites and fire resistant paint.
- If large vertical glass panels are prepared within the Licensed Units, they must be in toughened glass.
- It is recommended that laminated glass be used for horizontal glass panels in displays, especially for jewellery stores.

### Materials Not Allowed

- Recycled, used or Old Materials and fixtures are strictly prohibited.
- Materials deemed to be of low quality, non-durable e.g plastics, plastic laminates.
- Any material that would constitute a fire and/or health hazard (e.g. asbestos).
- Rough sawn, jungle, untreated wood.
- PVC conduits for electrical works and PVC pipes or joints made of PVC.
- Non-toughened glass in storefront.
- Flex and 2 D signages.
- Laminates or wooden fixtures in kitchens.

Some examples of potential options for interior design are mentioned below:-





# Phase 4 - Pre-opening

- RDT conducts fit-out observations at the Licensed Units to ensure safety norms and adherence to Approved Drawings
- A 'Fit-out Observation Report' is generated and communicated to all concerned regularly.

## Final Fit-out Assessment

The Licensee must inform RDT at least 7 working days in advance after completion of fit out and to conduct the Final. Fit out Assessment indicating Site readiness.

The following pre-opening documents are to be submitted by the Licensee at the time of Final Fit out Assessment:

1. Entire set of A3 size 'As Built' Drawings ( 2 sets, duly stamped by the Licensee).
2. Completion Certificate from Pest & Termite Control vendor (completion of 3 rounds during fit out)
3. Copy of (AMC) Annual Maintenance Contract with Pest & Termite Control Agency.
4. Certification of Toughened glass installed in the storefront (certificate by vendor or Licensee on company letterhead).
5. HVAC load balancing report.
6. Waterproofing warranty for Food & beverage units and Anchor licensees with Toilets & Food & Beverage services within their premises.
7. Electrical Load Balancing Report (prepared in coordination with Mall engineering team).
8. The Final Fitout Assessment is carried out by RDT in the presence of Licensee or his representative. RDT issues 'Fit out Completion Certificate' after satisfactory fit out completion is assessed and verified by all concerned.

In the following cases, 'Fit out Completion Certificate' would not be issued.

- If it is found that the fit out is not complete in all respects or is of inadequate specifications or of poor quality finishing.
- If pre-opening documents are not submitted in entirety
- If safety related issues are not attended to as desired by Licensor.

# Xperia Team

Please feel free to contact us in case of any queries regarding your fitouts at Xperia

**Mahesh Pawar**
Tenant Relation – Retail (PCMA)Mobile:
8879407002
Email: Mahesh.pawar@lodhaxperia.com

**Sachin Tapadia**
AGM - Architecture
Mobile: 7506405221.
Email: sachin.tapadia@lodhagroup.com

**Brijesh Kumar Pandey**
AVP – Retail (PCMA)
Email: brijesh.pandey@lodhaxperia.com

Looking forward to a Great Looking Retail Store!!!

# Annexure 1: Hot Work Permit

Premises no. _____

Name of the organization._____

_____

Name and contact details of the
concerned contact person. _____

_____

_____

Equipment type._____

Operation. _____

Purpose. _____

Duration._____

We agree to indemnify 'Xperia Mall' against any damage that may cause due to such hot work being carried out by us.

Authorized Signatory
Company Seal Name
Date:



LODHA Xperia
The fun never ends

## Annexure 2: Fit out undertaking letter/Letter of Authority

Name of the Lessee._____

Floor Unit no. _____

Business Trading name. _____

Correspondence address. _____

Contact details. _____

Telephone no. _____ Mobile no. _____

Fax no._____

Dear Sir.

We confirm that we have read the accompanying Fit out Manual (along with all the annexure), and have engaged the following consultant(s) and contractor(s) and we authorize them to carry out the fitting-out works on our behalf at the above mentioned unit in accordance with the fitting-out-brief stated in the Fit out Manual.

Name of the firm engaged:

Trade:

Person to contact:

Contact Details:

We undertake to fully indemnify Palava Dwellers Private Ltd., against all claims, losses, liabilities or damages suffered or incurred by Palava Dwellers Private Ltd., as a result of a breach by our consultant(s) and contractor(s), their employees or agents, if any, of the terms and conditions, requirements and work procedures mentioned in the accompanying Fit out Manual, or as a result of any of the works undertaken by them for the filling-out the above stated unit(s).

# Annexure 3: Indemnity form

To be executed on Non-judicial stamp paper of Rs. 300/- to be attested by Notary Public Form Of Deed Of Indemnity Cum Undertaking For Carrying Out Fit-out Works In

Name of the Lessee: _____

Floor Unit no: _____

Business Trading name: _____

Correspondence address: _____

Contact details: _____

Telephone no: _____

Mobile no: _____ Email: _____

This Deed Of Indemnity Cum Undertaking Is Executed At On This

Day of : 2015

**BY**

a company incorporated under the Companies Act, 1956 and having its registered office at and its Corporate Office at, through its authorized signatory duly authorized in this regard vide Board resolution (hereinafter referred to as "Licensee" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the One Part



LODHA Xperia The fun never ends

# Annexure 3: Indemnity form

**IN FAVOUR OF**

PALAVA DWELLERS PRIVATE LIMITED (formerly known as Lodha Dwellers Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at 216 , Shah & Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018 (hereinafter referred to as "Company" which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Other Part The Licensee and the Company are hereinafter collectively referred to as Parties.

WHEREAS:

A. By Letter of Intent dated _____("LOI") executed by and between the Licensee and the Company, the Company has agreed to grant to the Licensee on leave and license basis, Unit No. and measuring on the _____ floor of Xperia Mall situated at ("Unit") for the period and on the terms and conditions stated therein.
B. The Licensee is aware that the Occupation Certificate in respect of the Unit is awaited from the municipal authorities.
C. The Licensee has represented and warranted to the Company that pending the issuance of the Occupation Certificate/part Occupation Certificate and only for the purpose of its business requirement, the Licensee be permitted to enter into the Unit to carry out limited internal works in the Unit consisting of interior fit-outs, furniture, fittings and fixtures (not amounting to erection of permanent structure or resulting in structural or permanent changes) **("Fit Out Works").**

# Annexure 3: Indemnity form

D. On the specific request and relying upon the representations and warranties made by the Licensee and subject to the Licensee indemnifying the Company, the Company has permitted the Licensee to carry out the Fit Out Works as per the Experia Mall, Palava Design Guideline and Fit Out Criteria Manual **("Fit Out Manual").** The Licensee has been given the permission to carry out the Fit Out Works for a limited period of days commencing from _____ and ending on_____**("Fit-Out Period").**

E. At the request of the Company, the Licensee has agreed to execute this Deed of Indemnity cum Declaration in favour of the Company to indemnify and keep harmless the Company, its directors, employees, servants and agents and its and their estates and effects in the manner stated in this Deed in respect of the Fit Out Works to be carried out by the Licensee in the Unit during the Fit Out Period.

NOW THIS DEED OF INDEMNITY CUM UNDERTAKING WITNESSETH AS UNDER:

1. In pursuance of the LOI and in consideration of the Company permitting the Licensee to carry out the Fit Out Works in the Unit during the Fit Out Period, the Licensee agrees and undertakes to comply with the following terms and conditions:

a) The Unit shall not be used in any manner which is detrimental to the interest of the Company or in breach of applicable laws thereby causing any impediments in the issuance of the Occupation Certificate/Part Occupation Certificate.

b) The Fit Out Works shall be carried out by the Licensee at its own costs and risk in accordance with the Fit Out Manual which may be amended by the Company from time to time by way of notices or any similar document / communication.

c) Prior to commencement of the Fit-Out Work, the Licensee shall submit and obtain specific approvals from the Company or its nominees for all designs and drawings in respect of the Unit prepared in accordance with accepted industry standards and norms, all electrical layouts, fire safety systems, drainage system, pollution control measures, air conditioning, internal layouts and such other internal works.

# Annexure 3: Indemnity form

d) While carrying out Fit-Out Works, the Licensee shall not carry out any work in violation of the plans of the Mall premises or any rules for the time being in force (whether imposed by statute or by the Company) and that the Licensee shall be solely held responsible for any deviations or violations of plans of the Mall premises or laws, by-laws or rules and regulations while carrying out Fit-Out Works.

e) All the guidelines in relation to the access to the Mall/captioned Unit, waste disposal and hot works to be carried out during the Fit Out Period, as per the Fit Out Manual, shall be strictly adhered to by the Licensee and the labour/personnel/ contractors/ workmen hired by the Licensee.

f) All utility charges in respect of the Unit including but not limited to electricity and water charges shall be paid by the Licensee forthwith on demand by the Company.

g) No third party rights/interests shall be created by the Licensee in respect of the captioned Unit during the Fit Out Period.

h) The Licensee shall rectify at its own costs and/ or shall pay the Company, all costs for any breakage, loss or damage, which may occur to the Unit or to the Mall premises or to any third party including any other occupants of the Mall premises while carrying out Fit-Out Works.

i) The Licensee while carrying out Fit-Out Works, shall not create any hindrance or raise any objection in relation to the construction of other units or execution of the works being carried out in the Mall premises/ property on which the Mall premises are situated and hereby waives its rights to raise any objection in relation thereto.

j) In case any compounding charges/fees are levied by the municipal corporation or any local body or authority because of any violation of plans of the Mall premises on the part of the Licensee, such compounding charges/fees shall be solely borne by the Licensee.

k) No inflammable material will be stored in the Unit by the Licensee and the Licensee shall be solely responsible for safety and security of the Unit during the Fit-Out Period and thereafter.

2. In pursuance of the LOI and in consideration of the Company permitting the Licensee to carry out the Fit Out Works in the Unit during the Fit Out

# Annexure 3: Indemnity form

Period, the Licensee doth hereby indemnifies and agrees to keep indemnified and harmless the Company, its directors, employees and servants and agents against all costs, charges, expenses, losses or damages which the Company may suffer or incur by virtue of or by reason of any act, deed, matter or thing done or omitted to be done by the Licensee and to reimburse to the Company, its directors, employees, servants and agents, all such costs, charges, expenses, losses and damages as the case may be, suffered or incurred by the Company forthwith on demand without any delay, demur or default.

3. The Licensee doth hereby indemnifies and agrees to keep indemnified and harmless the Company, its directors, employees and servants and agents against all costs, charges, expenses, losses or damages which the Company may suffer or incur by virtue of the grant of permission to commence and carry out the Fit Out Works during the Fit Our Period pending the grant of the Occupation Certificate/part occupation certificate.

4. The Licensee doth hereby indemnifies and agrees to keep indemnified and harmless the Company, its directors, employees and servants and agents, from and against any and all liabilities, actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including, without limitation, attorneys fees and disbursements) relating to or arising out of any and all acts including but not limited to:

a) any inaccuracy in or breach of the terms, conditions or undertakings made by the Licensee herein; or

b) any conduct by the Licensee or its employees, agents or delegates including contractors, consultants and their employees, agents or delegates as a result of which, in whole or in part, the Company is made a party to, or otherwise incurs any liability, costs, damages or loss pursuant to any action, suit, claim or proceeding arising out of or relating to any such conduct; or

c) any conduct by the Licensee or its employees, agents or delegates including contractors, consultants and their employees, agents or dele gates as a result of which, in whole or in part results in any damage to any other occupants of the Mall premises; or

d) any contravention of laws relating to any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Licensee; or

e) any claim made by any third parties, including because of any act or omission (including due to negligence) on the part of the Licensee, its servants, agents, consultants or contractors.

5. The Licensee hereby undertakes and covenants to maintain at all times the highest standards of safety for life, equipment and property. The Licensee further undertakes and covenants that at all times during the Fit-Out Period it shall be solely responsible for any loss, damage or injury caused to any property, material or human life that takes place due to any action, inaction, mismanagement of its consultants or contractors ncluding but not limited to accident, etc. which may occur in the Unit or the Mall premises (including the Units of any other occupant of the Mall premises) or the property on which the Mall premises are situated i whether directly or indirectly in any manner whatsoever, including but not limited to, by way of fire, smoke, flow of water, accidents, thefts, inflammable materials, chemicals and any other materials due to any act of omission or commission by the Licensee's consultants or contractors or employees or agents and the Licensee hereby indemnifies and agrees to keep indemnified and harmless the Company, its directors, employees, servants, agents against all pecuniary and consequential losses, charges, expenses, costs and damages caused to or incurred by the Company and affected person(s).

6. The Licensee is entering into the Unit for carrying out Fit-Out Works with a clear understanding that any additional amounts demanded by the Company for carrying out the Fit-Out Works shall be paid by the Licensee in accordance with the mutually agreed terms between the Parties. Further, the Licensee agrees not to raise any claim or dispute on any account whatsoever.

# Annexure 3: Indemnity form

7. The Licensee is aware and undertakes and covenants that the Company has permitted the Licensee to enter the Unit for the limited purpose to carry out Fit-Out Works during the Fit-Out Period, which shall not create, be deemed to or tantamount to create any right, title or interest of any nature whatsoever in the Unit, unless and until the Leave and License Agreement ("Agreement") is duly executed and registered by the Company and the Licensee and completion of all the payments as per the terms of the LOI and Agreement to be executed. In case of any default and/ or violation of any of the terms hereof, the Company shall have absolute and unimpeachable right to revoke the permission granted to the Licensee for carrying out Fit-Out Works in the Unit. In the event, the Licensee fails, neglects or omits to execute the Agreement in respect of the Unit, then the Licensee shall forthwith on demand by the Company, without any protest, delay and/ or demur, remove all the Licensee's belongings, remove itself from the Unit and indemnify and keep harmless the Company for all the pecuniary and consequential losses and damages caused to the Company in this regard and the Licensee undertakes and covenants that it shall not make any claims or demands of any nature whatsoever against the Company.

IN WITNESS WHEREOF the Parties hereto have through their authorized signatory executed this document on the day and year first hereinabove written.

SIGNED AND DELIVERED BY )
the within named Licensee )
through it authorized signatory )
[Witness] )

SIGNED AND ACCEPTED BY )
the within named Company )
through it authorized signatory )
[Witness] )

# Annexure 4: Penalties

Penalties in case of non-adherence of guidelines during fit-out period

| Description | Penalty/levy | Category of Violation /Deviation |
|---|---|---|
| No Disposal of Debris, accumulation of Debris in the premises beyond permissible limit of 48 hrs, disposal of Debris in common areas without authorisation | Rs 1000 for each instance of violation | Violation of Safety & Hygiene Standards |
| Fitout Delay - Delay of commemnecement of commercial operations beyond 30 days from end of fitout period. | Rs 5000/day of delay beyond permissible limit | Delay in Commencement of commercial operations |
| Staff found smoking or Chewing Tobacco within premises during fitout period | Rs 500 per instance of violation | Violation of Fire safety and Public safety standards |
| Carrying out Hazardous activities within premises like Cooking etc | Rs 500 for each instance of violation | Violation of Fire safety and Public safety standards |
| Non operations of temporary Fire extinguisher during fitouts | Rs 500 for each instance of violation | Violation of Fire safety and Public safety standards |
| Staff found working without hot work permits in case of Hot work activities like welding etc | Rs 500 for each instance of violation | Violation of Fire safety and Public safety standards |
| On site fitout execution contrary to approved drawings and approved fitout activity -Delay in rectification 7 days upto 15 days | Rs 1000 per day till violation rectified | Violation of Design Standards |
| On site fitout execution contrary to approved drawings and approved fitout activity - Delay to rectify beyond 15 days | Temporary Halting of fitouts or Business Operations till rectification is done as per approved Drawings | Violation of Design Standards |

LODHA xperia

The fun never ends

Disclaimer

The licensor reserves the right to vary, modify and alter from time to time the rules mentioned in this document; and such changes would be notified to the Licensee, who shall on being notified observe and perform the amended House rules. The rules/ regulation guidelines are in addition to the terms contained in the Leave & License Agreement and in event of a conflict between the Leave and License and this Handbook, the Former shall prevail.