

CONVEYANCE DEED

1. Nature of document	- Conveyance Deed
2. Village/Block	- Village Bajghera, Sector 114
3. Tehsil	-
4. District	- Gurugram
5. Carpet Area	- _____ Sq. Mtrs. (_____ Sq. Fts.)
6. Sale Consideration	- Rs. _____/-
7. Stamp Duty	- Rs. _____/-
8. Stamp Certificate No./Date	- _____/_____
9. Stamp GRN	- _____
10. Commercial or residential	- Commercial
11. Unit No.	- Unit No. __ ,in Project "Aarize The Tessoro"
12. UnitType	- Retail/Commercial Unit
13. Property Address	- Revenue estate of village Bajghera, Sector- 114,Gurugram Manesar Urban Complex,District, Haryana - 122017

THIS DEED OF CONVEYANCE ("Deed") together with all the schedules and annexures is made and executed at Gurugram, Haryana, India on this _____the day of _____,2024

BY

AARIZE REALTECH LLP (LLPIN No. ACB-1333),PAN No. ACBFA9596Q, GST No. 06ACBFA9596Q1ZJ), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 3rd Floor, Unit no. 301-309, Spaze Boulevard-1, Sohna Road, Sector- 47, Gurugram-122001, represented through its authorised signatory Mr. Ravinder Nath Rana, duly authorised vide board resolution dated 02-04-2024respectively (hereinafter referred to as the "Vendor", which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns, etc.) of the FIRST PART;

IN FAVOUR OF

1. _____ D/O. _____ holding (Aadhar No. _____), (PAN No. _____)R/O: _____;

hereinafter collectively referred to as the "**Vendee**", (which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include their legal representatives, executors, administrators, successors and permitted assigns; of the **SECOND PART**.

It is clarified that the use of any gender, in this Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Deed and the same shall be read and construed accordingly as the context demands.

Capitalized terms used herein in this Deed but not defined shall have the same meaning as ascribed to them in the Unit Buyer's Agreement (defined hereinafter) executed between the Parties.

The "Vendor" and "Vendee" shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Promoter has entered into a Collaboration with Land Owners vide registered Collaboration Agreement bearing no. 2192 dated 18-05-2023 duly registered with the concerned Sub-Registrar at Gurugram ("Collaboration Agreement") by which the Promoter had acquired the rights, title and interests to develop, construct, market and sale of the Unit(s) to be constructed and developed over

the land admeasuring approximately 8194.88 square meters [2.025 acres] situated in the Revenue estate of Village Bajghera, Sector-114, Gurugram (Gurgaon), Haryana - 122017, India (the 'Said Land').

- B. The Vendor has conceived, planned and has developed a Commercial colony over the Project Land or part thereof under the name & style of **"Aarize The Tessoro"** (hereinafter referred to as the "Retail/Commercial Colony"/ "Project" comprising of Units in a planned manner;
- C. The Director, Town and Country Planning Haryana (**'DTCP'**) License No. 38 of 2024 dated 12-03-2024, under the Haryana Development & Regulation of Urban Areas Act, 1975 (in short **"1975 Act"**) and the Haryana Development & Regulation of Urban Areas Rules, 1976, (in short **"1976 Rules"**) (**"Licence"**) for using the aforementioned Project Land for the development of the Commercial Colony Project. The Vendor has obtained the approval on the final layout plan/ demarcation/ zoning or any other requisite approval from DTCP and the plans have been sanctioned from DTCP vide **Memo. No. ZP-1990/JD(RD)/2024/28095 dated 06-09-2024**. The Vendor has obtained and shall be further obtaining (if and when required at the relevant time) the necessary sanctions / permissions / approvals / revisions from the concerned authorities/ Competent Authority(ies) for the Project from time to time.
- D. The Vendor is authorized to undertake the marketing, sale and administration of the Units and other units, spaces etc. in the Project to be developed/ being developed/ as developed on the Project Land including the conveyance of the said Unit and accordingly the Vendor is fully entitled and empowered to invite applications and make allotment in its name, receive the total consideration and other payments towards costs, charges and dues or as otherwise may be due from the Unit owners/ vendees /and give valid discharge/ receipts thereof in its own name and sign, execute, deliver and register all further documentation for the conveyance and sale of the Unit and other additional/ incidental/ ancillary documents as may be necessary in respect thereof and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in respect thereof,
- E. The Vendor undertook and has carried out the development of the Project or part thereof on the Project Land or part thereof after getting the requisite sanctions, approvals, plans, permissions, registrations, certifications, permits etc. as per the applicable law and also in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016, Haryana Real Estate (Regulation & Development) Rules, 2017, Haryana Real Estate Regulatory Authority, Gurugram

(Registration of Projects) Regulations, 2018 and other regulations, sanctions and rules made under applicable laws. The Project under the name & style of **“Aarize The Tessoro”** has been duly registered with the Haryana Real Estate Regulatory Authority for Gurugram at, Gurugram, Haryana in the name of the Vendor vide Registration No. -----.

- F. The Vendee having understood all limitations, restrictions, requirements and obligations of the Vendor and after fully satisfying itself with respect to the right, title and interest of the Vendor in the Project Land and parts thereof, the approvals and sanctions for the Project, as well as the designs, specifications and suitability of the development therein and the parameters for undertaking the construction as per the applicable laws, had approached the Vendor and applied for allotment of a Retail/commercial Unit in the said Project i.e. Project **“Aarize The Tessoro”, a commercial colony project**. In pursuance thereof, the Vendee (including his/ her/ its/ their predecessor-in-interest) was allotted the Unit No., Floor having a carpet area measuring approximately _____ Sq. Mtrs. (_____ Sq. fts) and Super area measuring approx. _____ Sq. fts. in the Project. In furtherance thereof, the Vendor and the Vendee had entered into Unit Buyer's Agreement/an Agreement for Sale dated _____ (in short **"Agreement"**) whereby the Vendor agreed to sell the said Unit No. _____ having a carpet area measuring approximately _____ Sq. Mtrs. (_____ Sq. fts.) and Super area measuring approx. _____ Sq. fts. (hereinafter referred to as the **"Unit Area"**) in the Project as more particularly described and detailed and as depicted in **"Schedule 2"** along with the pro rata right to use in the Common Areas of the Project (hereinafter referred to as the **"Unit"**) on the terms and conditions contained therein, together with right to use and access all the Common Areas, rights, liberties, privileges and easements appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein;
- G. The Vendee demanded from the Vendor and the Vendor has allowed the Vendee to inspect all ownership records of the Project Land and under the said License, various approvals granted by DG TCP (DTCP) and other Competent Authority(ies)/ Statutory Authority(ies), in favour of the Vendor, service estimate plan(s) and all other documents relating to the rights and title of the Vendor and further the right of the Vendor to develop, market, sell and convey the Units in the said Project. The Vendee has fully satisfied itself in all respects, with regard to the right, title, competency and interest of the Vendor in the Project Land and completed its due diligence to its entire satisfaction;

- H. The Vendee acknowledges and accepts that the terms and conditions of this Deed have been carefully read over and have been explained with its legal import and effect. Accordingly, the Vendee confirms executing this Deed with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Deed. The execution of this Deed is an independent, informed and unequivocal decision of the Vendee;
- I. The Vendee has, without any promise or assurance other than as expressly contained in the Agreement and thereafter in this Deed, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into the Agreement for the purchase of the Unit and thereafter this Deed. The Vendee acknowledges that the Vendor has readily provided complete information and clarification as required by the Vendee, however the Vendee has ultimately relied upon its own independent investigations and judgment in purchasing the Unit. As specifically represented herein and as agreed in the Agreement on the terms and conditions as contained and agreed to therein, the Vendee's decision to purchase the Unit in the said Project and that its decision is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Vendor or otherwise including but not limited to the physical characteristics of the Project Land. No oral or written representations or statements shall be considered to be part of this Deed and this Deed is self-contained and complete in itself in all respects;
- J. The Vendor being fully authorized and empowered to undertake the development of the said Project/ part thereof/ Retail/ Commercial Colony, as the case may be, has completed the development of the said Project/ part thereof under the name & style of **"Aarize The Tessoro" a commercial colony project** in accordance with the approved plans and other requisite sanctions, permissions, approvals obtained from the Competent Authorities;
- K. The Parties agree and understand that the scope of this Deed is limited to the sale of the Unit in the said Project/ Retail/ Commercial Colony, part/ portion thereof, as the case may be, to be developed as per approved demarcation cum zoning plan/ provision of services and for the consideration agreed herein only. All the amounts as set out herein and paid by the Vendee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the conveyance of the Unit. The Vendor of the said Project had not agreed to give and/or has not given/ provided any service to the Vendee and none shall be deemed to have been demanded or

claimed and/or to be demanded or claimed by the Vendee at any point of time during or after the term of the Agreement and/or this Deed and/or under the provisions of the Agreement and/or this Deed except for providing and maintaining essential services and common facilities on reasonable charges till taking over of the maintenance of the said Project part/ portion thereof, as the case may be, by the Maintenance Agency and/ or Association of Vendeas;

- L. The Vendee has represented and warranted to the Vendor that it has legal and valid power and authority to enter into and execute this Deed and there is no legal restraint/ impediment in this regard and further the Vendee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any Competent Authority, of any offence relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof and the Vendee shall be liable for all the consequential action thereunder,
- M. In compliance with the instructions of the DGTCP, the maintenance of the Project has been handed over/ will be handed over to the registered welfare association of the Unitowners of the said Project/ Retail/ Commercial Colony, as the case may be (**"Association of Vendeas"**) constituted under Applicable Law;
- N. The Vendee agrees that the said Project will be maintained by a maintenance agency so appointed by the Association of Vendeas. The Vendee agrees that the Common Areas in the said Project, will be maintained by a maintenance agency so appointed by the Vendor/ Association of Vendeas;
- O. The Vendee hereby also assures, represents and warrants to the Vendor that he/ she/ it/ they shall comply with the terms hereof and all the applicable laws and statutory compliances with respect to the said Retail/ Commercial Unit, the said Project and all in accordance with the applicable Laws, as the case may be, and pay its maintenance and other recurring/ usage charges, taxes, cess and any other charge, which the Competent Authority(ies) decides to levy in future with respect to the said Project/ Retail/ Commercial Colony, as the case may be, and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter for execution into this Deed;
- P. In accordance with approvals granted and applicable law in respect of the Project or part thereof, the Vendor has offered the possession of the Unit to the Vendee;

- Q. The Vendee hereby acknowledges and agrees to the final Unit Area of the Unit bearing No.____, Carpet Area admeasuring approximately _____ Sq. Mtrs. (_____ Sq. fts.) and Super area admeasuring approx. _____ Sq. fts. and that the Vendee is fully satisfied about the Unit Area (hereinafter referred to as the "**Final Unit Area**");
- R. The development of the said Project "**Aarize The Tessoro**" a Commercial Colony, part/ portion thereof, as the case may be and more particularly the Unit is complete and the Vendee has made the entire payment of the agreed consideration amount of the said Unit in accordance with the Payment Plan and has accordingly requested to execute the Deed i.e. the Conveyance Deed of the same.
- S. The Vendee has inspected the Unit and after fully satisfying himself/ themselves that the development has been made in accordance with the sanctioned drawings with such modifications as were necessary, as have been agreed to between the Vendor and the Vendee, and that amenities and specifications are as approved by the Competent Authority(ies), the Vendee has agreed to take possession of the said Unit in his/her/its/their favour and has/ have now desired to get this Deed executed and registered in his/ her/ its/ their favour;
- T. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein,
- U. The Vendee hereby confirms that it is signing this Deed with full knowledge of all the applicable laws, applicable in the State of Haryana and related to the said Project.

NOW THEREFORE THIS SALE/CONVEYANCE DEED BETWEEN THE VENDOR AND VENDEE WITNESSETH AS UNDER:

1. That in pursuance of the said Agreement and in consideration of a sum of **Rs. _____/- (Rupees _____ Only)**, ("**Consideration**"), paid by the Vendee to the Vendor as detailed in '**Schedule-3**', the receipt whereof the Vendor do hereby admits and acknowledges, pursuant to which the Vendor do hereby grants, sells, transfers, assigns, assures and conveys unto the Vendee by way of sale all its rights, titles and interests, benefits and advantages in the said Unit being Retail/commercial Unit bearing No. _____ thereof having Final Unit Area of _____ Sq. Mtrs. (_____ Sq. fts) together with pro rata right to use the Common

Areas of the Project, rights, liberties, privileges, easements and benefits appurtenant to the said Unitor any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein.

2. That this Deed i.e. the Conveyance Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at **Rs. _____/- (Rupees _____ Only)**, in terms of the Indian Stamp Act, 1899. The details of the Consideration for the sale, transfer, grant, conveyance and assignment of all rights, title and interest in the said Unitare set out in '**Schedule-3**' hereto.
3. (i) That the Vendee has been informed that the Consideration as mentioned in this Deed is inclusive of BSP/EDC/IDC/PLC (if any)/GST and exclusive car parking spaces, (if any) cost of carrying out of internal development works comprising of construction of internal roads and footpaths, drains, fixing poles and making provision for electrification of street lighting, laying of pipes and water supply, sewerage line and providing road side horticulture, development of parks etc. but does not include the registration charges, stamp duty, documentation charges/ legal charges, including statutory deposits as per actual plus administrative charges etc. In addition to the Consideration, the Vendee shall be liable to pay additional charges towards maintenance of Common Areas and for common facilities.
 - a) (ii) That the Vendee understands and agrees that the Total Consideration (inclusive of IDC & EDC, IAC, parking charges (if any), PLC, Govt fees/taxes/levies, common areas, Interest free maintenance security) + GST extra as applicable. Applicable taxes, cesses, duties and charges such as external electrification connection charges, water connection charges, sewer connection charges, PBIC, maintenance charges, stamp duty and registration charges etc. as per actuals at the time of possession are payable proportionately by the Vendee(s). This includes GST payable at the rates specified from time to time, which at present is 12%.
 - b) The Total Price includes the presently notified government fees and charges. However, if in future, government demands additional amount under the heads of fee and charges, the same shall be proportionately payable by the Vendees(s) as per the demand raised by the Vendor.

Additionally, in case of any further installation by the Vendor within the Uniton express request of the Vendee, then the same shall be installed by the Vendor and the Vendee shall pay the cost of the same to the Vendor as per the demands made by the Vendor, over and above the Consideration.

4. That the Vendor is full-fledged and lawful owner of the said Unit and is fully competent and entitled to execute and get registered this Deed in favour of the Vendee. The Vendor assures the Vendee that the title of the Vendor in the said Unit is free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale, transfer and conveyance of the said Unit to the Vendee. Accordingly, this Deed is being executed by the Vendor to transfer and convey absolute title in respect of the said Unit in favour of the Vendee.
5. That in addition to the Consideration, the Vendee shall be liable to pay additional charges towards maintenance and common facilities as described in '**Schedule-3**' ("**Other Charges**") and applicable charges towards maintenance. Further, all the cost and expense connected with consumption of services such as water supply, electricity and piped cooking gas to the suppliers directly and Vendee who shall be solely responsible and obliged for all the payments, costs in relation thereto.
6. That on the execution of Deed, the Vendee has agreed -
 - (i) to additionally pay to the Vendor, on demand any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), Infrastructure Augmentation Charges (IAC), if any, or any other charges levied, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of Haryana and/or any Competent Authority(ies), and such increase shall be borne and paid by the Vendee proportionately in the manner as determined/ conveyed by the Vendor.
 - (ii) to pay, as and when demanded by the Vendor, the pro-rata share if any, of any statutory taxes, levies, cess, charges etc. (by whatever name called) of any kind/ amount whatsoever, including without limitation Goods and Services Tax (GST), (collectively referred to as "**Taxes & Levies**") made applicable in future/ levied/ charged (including with retrospective effect) on the Project and/or in relation to the said Unit by the Competent Authority(ies) post the execution of this Deed. The Vendee shall further be liable to pay any change/ modification in Taxes & Levies as may be levied by the Government or any Statutory/ Competent Authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit). The Vendee confirms that if any GST is made applicable and levied, he/ she shall not claim any GST

credit and/or claim any reduction in price of the Unit due to application of GST, if any. The Vendee understands and agrees that the Vendor shall not be liable to refund the Taxes and Levies already deposited with the Government, if at any stage the Government revokes/ withdraws the tax till the time the same is actually received back in the account of the Vendor. Further, such amount payable by the Vendee shall be deemed to be promised part of Consideration in addition to the entire Consideration paid herein in respect of the said Unit. The Vendor shall have first charge lien on the said Unit for recovery of all such charges, Taxes & Levies as referred to above. In the event of any such charges remaining unpaid, the Vendee agrees that the Vendor shall have unfettered right to resume the said Unit and the Vendee shall have no right, title and interest left in the said Unit thereafter. The Vendee further agrees that he/ she/ they/ it would not be competent to challenge such action of resumption of the said Unit by the Vendor due to default on such account on the part of the Vendee.

Further, if despite having paid Government charges to Government/ Competent Authority(ies) for making provision of external services such as road connectivity, electricity, water and sewerage connections, H.T. Lines, sub-station etc., the Government/ Competent Authority(ies) fails to provide basic infrastructure facilities on time and the Vendor decides to make extra investments to provide all such facilities, such extra investments shall be recoverable from Vendee on pro-rata basis. The amount calculated by Vendor shall be final and binding on the Vendee.

7. That the Vendor has carried out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, storm water lines, electrical lines, low voltage lines etc. as per the overall planning in line with the sanctions and approvals so received and as detailed hereinabove. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. The Vendor is dependent on the Competent Authorities for providing such external linkage and the Vendor shall not be responsible for such unfinished works, save and except towards payment of EDC/ IDC/ IAC/PLC (in any)/GST/ IFMS/ car parking (if any), as the case may be, as applicable or similar charges to the extent set out herein.

8. That the Vendee after taking possession, shall be solely responsible to maintain, the Unit for Retail/Commercial unit usage, and shall not do or suffer to be done anything in or to the Unit or any other Common Areas of the Project which may be in violation of any laws or rules of any Competent Authority or change or alter or make additions to the Unit.
9. That Vendor has made clear to the Vendee that the Vendor shall be carrying out extensive developmental/ construction activities/ sales promotion/ events etc., now and in future in the entire area falling outside the said Unit and the Vendee has/have confirmed that he/ she/ it they shall not raise any objection or make any claim or withhold, refuse or delay the payment of operation/ maintenance it make any of inconvenience, problems, hindrances, obstruction of any kind, which may be alleged to being suffered by him/ her/ it/ them due to such activities or its incidental/ related activities. The Vendor, relying in good faith on this specific undertaking of the Vendee, has agreed to execute this Deed in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit and development thereon by the Vendee and his/her/its/their legal representatives, successors, administrators, executors, assigns etc.
10. That it is specifically made clear and the Vendee agrees that the service areas provided anywhere in the Project shall be kept reserved for services, used by maintenance staff, etc. and shall not be used by the Vendee for parking his/ her/ their/ its vehicles or the vehicles of its customers/ visitors. The Vendor hereby clarifies that the Vendee shall have no right and interest in the spaces other than Final Unit Area and rights appurtenant thereto except to the extent as stated in this Deed.
11. That the Vendor has assured the Vendee that it shall be lawful for the Vendee for all times to enter into, to occupy, use and enjoy the said Unit without any let, hindrance, interruption, disturbances, claims or demands from the Vendor and/ or any person claiming under and/ or through the Vendor but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as agreements) executed by the Vendee with the Vendor including the said Agreement, maintenance agreement to be executed by the Vendee with the maintenance agency/ Association of Vendees (**"Maintenance Agreement"**); Bye-laws of Association of Vendees and other rules and regulations applicable on the said Unit in particular and the Project in general.
12. That the Vendee hereby assures, represents and warrants to the Vendor that it shall comply with the terms of this Deed and with all the applicable Law(s) and statutory

compliances with respect to the said Unit, the said Project, the Project Land and to any proposed construction to be raised thereon and relying on all the assurances, representations and warranties made herein by the Vendee, the Vendor has agreed to enter into this Deed.

13. That the Vendor has made it abundantly clear to the Vendee that he/ she/ they/ it shall be entitled to the ownership rights and rights of usage only as per details given below: -

- (i) The Vendee shall have ownership and possession of the said Unit comprising only the Final Unit Area.
- (ii) The Vendee shall have the right in the Common Areas as provided under Real Estate (Regulation and Development) Act, 2016 read with Rule 2 (1) (f) of Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (as finally notified and as made applicable) and the non-exclusive right to use the Common Areas in general, to the extent applicable all as per the applicable Laws including Haryana Unit Ownership Act, 1983, but shall not include any such area which has not been declared as common areas and facilities under the Deed of Declaration filed under the provisions of Haryana Unit Ownership Act, 1983 and Rules therein.
- (iii) The Vendee has confirmed that the share/interest of the Vendee in the Common Areas is undivided and cannot be separated, this would require him/her/ it them to use the Common Areas within the Said Project, only harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to either of them. It is further agreed by the Vendee that the Common Areas of the Project, shall be available for use by the Vendee subject to timely payment of maintenance charges and the Vendee agrees that in the event of failure to pay maintenance charges on or before the due date, the Vendee shall have the limited and regulated right to use such Common Areas.

14. That the Vendee shall pay all property tax, service tax, and/or any other tax by whatever name may be called, fees, cess, levies etc., as and when levied by a local body or authority, Municipal Corporation of Gurugram, Gurugram Metropolitan Development Authority as applicable and so long as the said Unit of the Vendee is not separately assessed to such taxes, fees, cess, levies etc. the same shall be paid by the Vendee in proportion to the Final Unit Area of the said Unit to the area of all the Units in the Project, as the case may be, as the circumstances so warrant or in such

other manner as may be applicable and/ or as determined by the Vendor or the Maintenance Agency, which calculations shall be final and binding on the Vendee. All such payments shall be made without any demur or protest, to the Vendor. These taxes, fees, cess, levies etc. shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor and/ or their nominee and/ or Association of Vendees and/or the nominee of Association of Vendees. In the event, of any default by the Vendee in making timely payment of the aforesaid dues, the Vendor shall have a first charge/lien on the said Unit and thereon for recovery of such dues, and the Vendor shall even be entitled to resume possession of the said Unit and the Vendee agrees and undertakes to keep the Vendor fully harmless and indemnified in respect of any such liability at all times.

15. That the Vendee shall observe all terms and conditions of this Deed, the Agreement/ Agreement for Sale, Maintenance Agreement and the License and other approvals granted by the Competent Authority(ies) to the Vendor for the said Project/ the Project Land, as the case may be and as the circumstances so warrant and shall also abide by all the applicable Laws, bye-laws, rules, regulations and policies applicable thereto and/ or as may be imposed by any Competent Authority(ies) including Municipal Corporation of Gurugram (MCG), Gurugram Metropolitan Development Authority (GMDA), Haryana ShehriVikasPradikaran (HSVP)/ Haryana Urban Development Authority (HUDA)/ Director General, Town and Country Planning, Haryana (DGTCP) or any other government authority(ies)/localbody(ies). The Vendee shall at all times be solely responsible and liable for any contravention of applicable Laws, bye-laws, rules, regulations and policies and shall keep the Vendor fully indemnified and harmless in this regard.
16. That the Vendee shall be entitled to get the said Unit transferred and mutated in its own name in the records of the concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor. Further, in case the Vendee transfers, sell, conveys the said Unit further to a third party then the transferee thereof shall be bound by the terms and conditions of this Deed.
17. That the Vendee shall be entitled to use and occupy the said Unit for Retail/Commercial colony purpose only for which it has been allotted and/or as permitted by Government of India/ Government of Haryana/ Gurugram (Gurgaon) Administration/ concerned local authority and the other jurisdictional Competent Authority(ies) and for no other purposes whatsoever. Further, the Vendee shall not use the said Unit or permit the same to be used for any purpose other than Retail/Commercial or for any purpose which may or is likely to cause nuisance Or annoyance to the occupiers of other Units or for any illegal or immoral purposes and

shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to or in any manner interfere with the use thereof or of space, passages or amenities available for common use. In case the Vendee uses or permits the use of the said Unit for any purpose other than the one indicated above, in that event, the Vendor/ Maintenance Agency/ Association of Vendees shall be entitled to initiate appropriate action against the Vendee including but not limited to disconnection of electricity as well as preventing the Vendee and persons claiming through it from enjoying Common Areas and securing orders for sealing of the said Unit. Further, the Vendee or his/her/ their agents/ assigns shall be solely and fully responsible to pay for all costs, penalty, charges etc. levied by the Competent Authority(ies) and shall keep the Vendor and/ or Association of Vendees and/ or Maintenance Agency fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered by the Vendor and/ or Association of Vendees and/ or Maintenance Agency.

18. That the Vendee shall not put up any name plate, sign board, neon sign, publicity or advertisement material, notice board etc. in the Common Areas of the Project. The Vendee shall be entitled to display his name plate only at the proper place provided for the said Unit and in the manner approved by Association of Vendees/ the Maintenance Agency. Further, circulating/ displaying letters on the notice board or otherwise shall be done with prior approval of Association of Vendees and after giving proper representation to Association of Vendees.
19. That the Vendee specifically undertakes not to use the said Unit or cause it to be used for any activity that is against public policy and/ or for any unlawful, illegal or immoral purposes and/ or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals regardless of the occupation, business enterprise or trade of the Vendee (except to the extent as permitted under the applicable law(s) provided the Vendee has obtained the requisite licenses, registrations, approvals, sanctions, permits etc. for the same from the competent authority(ies), or do or permit anything to be done within or around the said Unit for any purpose which is likely to cause any damage to the said Unit and/ or to any Unit around it or anywhere in Project, and/ or which in any manner interferes with or obstructs the use of spaces, passages, corridors or other amenities available for common use and common purposes. The Vendee hereby undertakes that the Vendee shall be solely responsible and liable for violations of any of the provisions of the applicable laws, rules, regulations and directions of DG TCP and/ or any other Competent Authority(ies) and that the Vendee shall indemnify and keep indemnified the Vendor/ Association of Vendees/ Maintenance Agency from any liability and/ or penalty in this regard.

20. That the upkeep and maintenance of Common Areas are being and shall be discharged by the Association of Vendees through a Maintenance Agency appointed by the Association of Vendees. The Maintenance Agency so appointed shall be solely liable and responsible for providing maintenance services to the Project. Further, the Vendee has/ shall execute a separate Maintenance Agreement with Maintenance Agency and agrees and undertakes to strictly adhere to the terms and conditions of the same and to promptly pay all demands, charges, bills etc. raised by the Maintenance Agency from time to time. The Vendee has assured the Vendor and the Maintenance Agency that the Vendee shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any other reason whatsoever. The Vendee undertakes to pay promptly without any reminders all charges as per the bills raised by the Maintenance Agency from time to time. It is specifically agreed to by the Vendee that the Vendee shall be entitled to use the maintenance services including the supply of electricity subject to the timely payment of total maintenance charges and if the Vendee fails to pay the total maintenance charges, then the Vendee agrees that the Vendee shall not be entitled to avail the maintenance services and also not use the Common Areas. The Vendee shall also be liable to pay to the Vendor or their nominees such pro-rata charges as may be determined by the Vendor/its nominees/Maintenance Agency for maintaining various services and facilities in the Project. The Vendee shall be responsible and liable to ensure that obligations towards Maintenance Agency are duly discharged by person(s) inducted in possession by the Vendee. The Vendee undertakes to abide by all the rules/ bye-laws framed by the Maintenance Agency.
21. That the Vendee hereby agrees and confirms that Vendee shall not hold the Vendor responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency/ Association of Vendees. The Vendee hereby expressly discharges the Vendor from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency/ Association of Vendees.
22. That since the share/ interest of the Vendee in the Common Areas is undivided and cannot be separated; the Vendee shall be obliged to use the Common Areas along with other occupants of the Project, without causing any inconvenience or hindrance to them. The Vendee agrees and confirms that he/ she/they/it shall not put up any obstruction in the movement of people in the Common Areas.

23. The Vendee shall seek 'No Dues Certificate' from the Association of Vendees and/or Maintenance Agency prior to transfer/sale of the said Unit, as permitted under applicable laws, in case the Vendee sells, transfers or otherwise dispose of his/ her/ their/ its rights, title and interest in the said Unit to any third party and in case there remains any arrears due and payable to the Association of Vendees and/or Maintenance Agency and/or the Vendor, the Vendee undertakes to clear such amounts prior to creating any third party rights, title or interests in the said Unit. The Vendee hereby agrees and undertakes that in case the Vendee transfers his/ her/ their/ its rights, title and interest in respect of the said Unit, in favour of any third party(ies) including successors-in-interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conveyed by the Vendee shall pay an amount, as may be determined by Association of Vendees and/or the Maintenance Agency, towards mutation charges for the purpose of recording transfer of the said Unit in favour of such third party(ies).
24. The Vendee agrees and undertakes to abide by the policies/manuals of the Vendor/Association of Vendees/ the Maintenance Agency in this regard. The non-observance of the provisions of this clause shall entitle the Vendor and/ or Association of Vendees and/or the Maintenance Agency, to enter the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Vendee. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
25. That the Vendee shall not harm or cause to harm or damage to the Common Areas and/or the common amenities and services and/or adjoining properties/ other properties within the said Project and/or obstruct the Common Areas in the Project, in any manner or form whatsoever.
26. That the Vendee shall not remove any wall of the structure as erected on the said Unit including load bearing walls and all the walls/ structures which are common shall remain common between the Vendee and the owners of the other Units in the project.
27. That the Vendee shall keep the said Unit, the construction thereon, the walls and partitions, sewers, drains, pipes and appurtenance thereto, belongings, in good tenantable repair, state or condition and maintain the same in a fit and proper condition and ensure that they do not obstruct or affect the Common Areas and also the various infrastructure (including those for water supply, electricity supply, sewerage system) is not in any way damaged or jeopardized or affected. The Vendee shall not do or suffer to be done anything in or to the Project, or the Unit along with

the construction thereon or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and construction thereon. The Vendee shall abide by all laws, bye-laws, rules and regulations of the Government, Local/Municipal Authorities and/or Competent Authority(ies) and/ or any other authorities and local bodies and Association of Vendees shall attend, answer and be responsible for all such deviations, violations or breaches, of any such conditions or laws, bye-laws, rules and regulations.

28. That before the Vendee plans and commences the any changes including any interior adaptations in/ upon the Unit and/or any improvements/additions on/ in the Unit, it shall seek prior permission from the Vendor/ Association of Vendees/ Maintenance Agency as the case may be, and to the extent applicable and such permission shall be granted subject to the following conditions:

- (i) Payments towards the maintenance charges are regularly and punctually paid and there are no arrears with respect thereto;
- (ii) The work of interior adaptation undertaken by the Vendee shall not obstruct and/or affect other Vendee(s) owner(s)/ occupier(s) of the Project and/ or damage, loss to the structure and property of such other persons and/or cause any nuisance of any kind, which may be objectionable to Vendor, and/or any other Vendee(s), owner(s), occupant(s) of and visitors to the/ Project.
- (iii) In carrying out any such works and activities, the Vendee undertakes and confirms that it shall duly adhere to all fire regulations (both under applicable Law and otherwise) and other applicable Laws, rules, regulations, bye laws and guidelines of Vendor/Association of Vendees/Maintenance Agency, as the case may be. The Vendee shall adhere to all fire and other safety regulations including as applicable to the Project, in which the Unit is situated, and shall not exceed electrical loads beyond the allocated limits.
- (iv) The Vendor/Association of Vendees/ Maintenance Agency, as the case may be, reserve its/ their right to inspect the construction work and all interior works being undertaken in/ upon the Unit and may where required, direct and require the Vendee to undertake such modifications/ alterations in the construction work and or interior works as may be necessary to ensure compliance with this clause.

- (v) The Vendee shall ensure complete safety of material and the equipment kept in the Unit, to be used and/or useable in the works undertaken by the Vendee and the Vendor/ Association of Vendees/Maintenance Agency, as the case may be, shall not be responsible and/or liable in case of thefts, pilferage, misplacement of such materials and/or equipment.
 - (vi) Further, Vendor/ Association of Vendees/ Maintenance Agency, as the case may be, shall not be liable for any accident and/or injury caused due to negligence or default of the Vendee, to any employee, workman and/or any other person engaged/ contracted by the Vendee for any work undertaken in/ upon the Unit and/or any job or work relating thereto and/or any other person so affected/injured. Such liabilities, claims, demands etc. if any, shall be satisfied by the Vendee to the complete exclusion of Vendor/ Association of Vendees/ Maintenance Agency, as the case may be. The Vendee shall indemnify and keep Vendor/ Association of Vendees/ Maintenance Agency, as the case may be, harmless against all such claims or liabilities.
31. That the Vendee shall permit the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs which the Vendee has failed to make good in spite of service of notice in writing by the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, lighting and keeping in order and condition any or all service drains, pipes, cables, wires, parts, structures of other convenience belonging to other occupants or serving or used for the Project and also for the purpose of laying, maintaining, repairing and restoring pipes and electric wires and cables and for similar purposes. In case, the Vendee has failed to effect repairs despite the notice being served and the Vendor/ has failed to repairs Agency, as the case may be, is/ are constrained to effect repairs at its/ their cost, in that event such cost shall be recovered from the Vendee.
32. That the Vendee has specifically and unambiguously agreed that the sale, transfer and the conveyance deed of the Unit by the Vendor in favour of the Vendee shall be subject to various restrictions and limitations as mutually agreed upon herein and including but not limited to as mentioned hereinafter:
- i. The possession, control and management of the Common Areas and infrastructural facilities provided therein shall belong to the Vendor and/or the designated

Maintenance Agency/Association of Vendees as the case may be till they or parts thereof are mandatorily required to be transferred to Government or Local Authority, Association of Vendees, as the case may be. The Vendee along with the owners/ occupants of the other Unit shall be bound by the rules and regulations, policies, manuals as may be framed and enforced by the Maintenance Agency and/ or the Vendor, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the said Unit/ Project, as the case may be.

- ii. Save and except the said Final Area of the Unit, the Vendee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, infrastructure, or any other area not declared as Common Area unless expressly agreed upon between the Parties in writing. The Vendee shall only have an undivided proportionate interest in and the non-exclusive right to use the Common Areas in the Project, subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the Common Areas or any part thereof. The Vendee hereby agrees and confirms that Vendee shall not create any encroachments, blockages, obstructions, elevations or constructions in the Common Areas and spaces, parking space(s) and shall indemnify and hold harmless the Vendor from any losses and damages that may be suffered or incurred by the Vendor for any of the acts of omissions and/or commissions of the Vendee in this regard.
- iii. The Vendor shall be entitled to conjoint and connect various facilities and amenities such as roads, power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities for the Project for the future development and/ or expansion of the Project or any part or portion thereof and for the additional development to form part of the Project and/or as may otherwise be permissible, all as per the Applicable Laws and/ or as permitted by the Competent Authority(ies). The Vendee shall not raise any objection or claim any reduction in Consideration of the said Unit and/or ask for any account or compensation or damages on the ground of inconvenience or withhold, refuse or delay the payment of maintenance charges and/ or on any other ground.
- iv. The Vendee shall have no ownership claim over or in respect of areas designated for the exclusive use of the identified Unit, all or any open spaces and other Units constructed as required/permitted by DGTCP and/or any other competent authority(ies) except the right to use wherever permitted and all such areas which have not been specifically sold or which do not form part of the Common Areas shall

remain the property of the Vendor, who shall be free to deal with these in accordance with applicable law(s). The Vendee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any Units and/or any space in the Project, which has not been handed over to Association of Vendees and/or any other construction as is required/permissible by DGTCP and/or any other competent Authority(ies) under the License which are not part of the Common Areas for the use of all the occupants or specific set of occupants. This clause shall survive the conveyance of the said Unit.

- v. The Project shall always be known as **“Aarize The Tessoro”** and the Vendee undertakes to not change the name of the Project, unilaterally and/ or jointly with the owners of the other Units of the Project.
- vi. Nothing contained in this Deed shall, however, be construed to confer upon the Vendee any right, title or interest to grant, lease, demise or assign any rights, title or interests in the Project Land upon which the Project, is being developed/ has been developed except the said Unit and the proportionate, undivided, importable rights relating thereto and as stated herein.
- vii. The Vendee is satisfied that there is no subsisting agreement for sale, except for the said Agreement in respect of the said project **“Aarize The Tessoro”** hereby sold to the Vendee and the same has not been transferred in any manner whatsoever, in favour of any other person or persons.
- viii. The Vendee has enquired and is satisfied that there is no notice of default or breach on the part of the Vendor or its predecessor-in-interest of any provision of law in respect of the said Unit.
- ix. The Vendee agrees not to make unauthorized constructions of whatsoever nature on or in the said Unit or any part thereof and shall not in any manner do damage to the structures adjoining the Unit and also the various infrastructure and other facilities provisioned for in the Project or any part thereof.
- x. The Vendee agrees not to make encroachment or obstructions in Common Areas/ facilities/ services or cause hindrance in the use and enjoyment of all Common Areas/ facilities/ services of the Project and or to throw any rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for in the Project.

- xi. The Vendee undertakes that the Vendee and/ or his/ her/ their/ its agents or assign shall use and occupy the said Unit and construction thereon sold for Retail/ Commercial uses as provisioned in the Agreement and the zoning for the Project and as permitted by the Competent Authority(ies) and/ or Government of India and/or Government of Haryana and/ or District Administration Gurugram (Gurgaon) and/ or Municipal Corporation of Gurugram and/or Gurugram Metropolitan Development Authority and for no other purpose. In the event of any commercial usage of the said Unit by the Vendee or his/ her/ their/ its agents or assigns, the Vendee shall be solely and fully responsible to pay for all costs, penalty, charges etc. by the Competent Authority(ies) and shall keep that the Vendor fully indemnified and risk free against all costs, charges, expenses, losses or damages and costs which may be incurred or suffered to the Vendor.
- xii. The Vendee shall be solely liable to indemnify and hold harmless the Vendor against any damages, direct or indirect including without limitation to the attorney's fees and court costs incurred by the Vendor as a result of the noncompliance of this undertaking by the Vendee or his/ her/ their/ its agents/ assigns.
- xiii. The Vendee shall not carry out fragmentation/ sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Vendee shall be solely and exclusively liable and responsible for all consequences/ damages arising therefrom.
- xiv. The Vendee undertakes not to commence any construction, additional construction, improvement etc. in/ upon the Unit without obtaining prior written permission of the Vendor/ Association of Vendees/ Maintenance Agency, as the case may be and the competent authorities/ local authorities having jurisdiction over the Unit in particular and the Project in general within the overall permissible norms and applicable Laws. The Vendee shall not use the said Unit in a manner that may cause nuisance or annoyance to the other occupants of other Units in the said Project. The Vendee shall keep indemnified the Vendor against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous material, gas etc. except as permissible under the applicable law in a Unit for which the Vendee shall be solely liable and responsible. If the Vendee uses or permits the use of the said Unit for any other purpose other than the permitted use, the Vendor shall be entitled to resume the possession of the said Unit. The Vendor shall strictly adhere to the business/ operating hours as determined by the Vendor and/ or the Maintenance Agency or Association of Vendees from time to time and shall be subject to statutory guidelines issued by the Competent Authority(ies).

xv. The Vendee hereby agrees and confirms to indemnify the Vendor/Association of Vendees/ the Maintenance Agency, as the case may be against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Vendee of the Unit shall be solely liable and responsible, without any recourse to the Vendor/Association of Vendees/the Maintenance Agency, as the case may be.

xvi. The Vendee/ Association of Vendees further undertakes, assures and guarantees that they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project or Common Areas of the Project. The Vendee shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in the right of passage or access or Common Areas which otherwise are available for free access.

33. That the obligations undertaken by the Vendee in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity etc. as the case may be and as applicable, shall be irrevocable obligations of the Vendee. The said obligations shall always run with the said Unit irrespective of the owner/occupant of the said Unit for the time being and they shall survive the conveyance, sale and transfer of the said Unit to the Vendee and be binding on the subsequent transferee(s) successors-in-interest and any person claiming through Vendee or them. The Vendee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in the said Unit.

34. That the Vendee knows, agrees and understands that development of the Project is subject to further expansions as permissible under the Act, the Rules and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and that the Vendee agrees and accepts the same by signing this Agreement that it shall not raise any objection in respect thereto at any point of time. The Vendee further agrees and understands that the future permissible expansion shall be an integral part of the Project itself, therefore, the Vendor as per the Act, Rules and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power/ electricity supply, water supply, drainage, sewerage etc. with the presently approved facilities and amenities.

35. That the Vendor shall have the right, without approval of the Vendee in the Project, to make any alterations, additions, improvements or repairs, whether structural or non-structural, ordinary or extraordinary in relation to any unsold Units and constructions thereon within the Project, as permissible under the Act, the Rules

and the Applicable Laws after following the process and procedure as laid down and advised in this regard by the Competent Authorities and the Vendee agrees not to raise objections or make any claims on this account.

36. That the Vendee has specifically agreed and understood that the Vendor/ Association of Vendees/ Maintenance Agency shall have absolute right on identifying, earmarking, determining and allowing usage of the signage spaces in the Project. It is further agreed by the Vendee that such rights can be changed/ modified at any time by the Vendor/ Association of Vendees/ Maintenance Agency. The Vendor/ Association of Vendees/ Maintenance Agency may issue such guidelines/ directions including but not limited for color scheme, style and manner of the signage, proper maintenance and upkeep by the Vendee of such signage from time to time. The Vendee further undertakes, assures and guarantees that he/ she/ it/ they would not put any sign-board, name plate, neon-light, publicity material or advertisement material etc. on the exterior and/or in the Common Areas of the Project except at the places specifically earmarked and allotted by the, Vendor/Association of Vendees/Maintenance Agency. Further, the Vendee shall also be liable to pay charges, as applicable, to the Vendor/Association of Vendees/ Maintenance Agency along with any taxes that may be imposed by any Government Authority(ies) for putting any signage on the external façade of the Project or Common Areas, as the case may be. The Vendor/ Association of Vendees/ Maintenance Agency. Agency May transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/ assigns or any other body or association of Vendees or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Vendor/ Association of Vendees/ Maintenance Agency shall be released and discharged from all its obligations and responsibilities under this Clause in respect of the signage. The Vendee shall not raise any dispute with regard to the appointment of any agency for managing signage in such a manner as such agency may deem fit and proper from time to time and Vendee shall extend full co-operation to such an agency for optimum usage of the signage in the said Project/Project Land.
37. That the Vendee shall not be allowed to do any activity which may be objected to by the other occupants including but not limited to playing of high volume music, dumping of garbage or any activity which spoils the decorum or decency or beauty of the Project, including defacing of common walls or throwing or dumping of refuse/ garbage which could be subject to fine or penalties as per prevailing laws/ bye laws/house rules in the Project.

38. That the Vendee understands and agrees that it shall not alter the electrical load distribution of the Unit, within the Unit. Any essential alteration shall be strictly as per relevant and prevalent standards (including BIS standards) and latest NBC codes, Haryana Building Code and in conformity with the electrical systems installed/ provisioned by Vendor for the Project and thereafter, Association of Vendees and/or Maintenance Agency appointed by Association of Vendees/ Competent Authority. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions,
39. That the Vendee hereby expressly authorizes the Vendor/ Maintenance Agency/ Association of Vendees, as the case may be and as the circumstances so warrant, to impose such restriction as it/ they may deem fit and proper and/or as may be necessary in the interest of all purchaser(s)/ occupier(s) at their sole direction restricting the entry of the members of the public into the Project, and/or part thereof for the purposes of securing the Project and keeping it safe and/or as may be necessary in public interest. In furtherance to the above authorization the Vendor/ Maintenance Agency/ Association of Vendees may amongst other actions which may be taken by them at their sole discretion also be deemed to have the right to restrict entry of unlawful or unauthorized entrants/ peddlers/ hawkers/ loiterers etc., in the Project to avoid chaos, confusion, vandalism, overcrowding etc. and/or for security reasons.
40. That with effect from the issuance of Notice for Offer of Possession, as and when any plant and machinery within the Project including but not limited to DG sets, electric sub-stations, pumps, or any other plant, machinery or equipment and/or other fixtures, fitting in the Common Areas, as applicable and provided, requires routine repairs, replacement, upgradation, or additions; then the cost and related expenses thereof shall be contributed by the Vendee on pro rata basis along with other Vendees/ owners. The Association of Vendees/ Maintenance Agency shall decide the need for such repair, replacement, upgrades and additions including timing, cost and expense thereof including creation of sinking fund and the Vendee undertakes to abide by the same.
41. That the Vendee confirms that his/ her/ their/ its rights, title and interest in the said Unit shall be limited to and governed by what is specified by the Vendor in this Deed which shall be conclusive and binding upon the Vendee.
42. That the possession of the Common Areas in the Project, as well as the Project Land shall remain with the Vendor until and to the extent to which the same are transferred/ assigned to its nominee including Association of Vendees or the

Municipal Corporation of Gurugram/ GMDA/ other local authority, as the case may be.

43. With effect from the date of taking possession of the said Unit or deemed possession in terms of the Agreement, the Vendee hereby indemnifies and undertakes and agrees to indemnify and to keep the Vendor, their assigns, nominees, Association of Vendees, the duly nominated Maintenance Agency and their officers/ employees as well as the other occupants/owners of the Units and other spaces etc. in the Project, as the case may be, fully indemnified and harmless from and against all the consequences of breach by the Vendee of its obligations or any applicable law(s) as may be applicable to the said Unit and/or to the said Project and/or otherwise and/or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Vendee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Vendee.
44. That the Vendee shall henceforth be fully competent and entitled and shall have absolute right to deal with the said Unit in any manner including sale, transfer, gifts, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment etc. shall be subject to terms and conditions in the present Deed, the said Agreement and the applicable laws. Further, successor-in-interest/such transferee of the Vendee shall be liable to become a member of registered Association of Vendees in place of the Vendee.
45. That the Vendee has confirmed that he/ she/ they/ it has understood the various provisions of the Real Estate Regulation and Development Act, 2016 along with the rules laid therein and all their implications thereof in relation to the various provisions of this Deed and the said Unit Buyer's Agreement. The Vendee shall comply with the Real Estate (Regulation and Development) Act, 2016 and/or any statutory modifications and amendment thereof including the rules and regulations made thereunder and the applicable Law.
46. That the Vendee hereby agrees and undertakes to become a member of the registered Association of Vendees and to complete the documentation, pay applicable fees, subscription charges and fulfil its obligations as may be required under the applicable laws and statutes and as may otherwise be required by Association of Vendees.

47. That the rights and obligations of the Parties under or arising out of, touching and/or concerning this Deed shall be construed and enforced in accordance with and the applicable laws which shall be the laws of the Republic of India. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be dealt with in accordance with the provisions Real Estate (Regulation and Development) Act, 2016, rules, regulations, notifications, directives as may be applicable to the said Project. Subject to the above, District Courts at Gurugram (Gurgaon), Haryana and/or Hon'ble Punjab and Haryana High Court at Chandigarh, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Deed regardless of the place of execution or subject matter of this Deed.

48. That the Vendee confirms having borne and paid all expenses for the execution and registration of this Deed and for the completion of this Deed, including cost of the stamp duty, registration and other incidental charges and expenses. This Deed in respect of the transaction involved herein, is valued for the purposes of stamp duty at **Rs. _____/-(Rupees _____ Only)**, in terms of the Indian Stamp Act, 1899. The details of the Consideration for the sale, transfer, grant, conveyance and assignment of all rights, title and interest in the said Unit are set out in '**Schedule-3**' hereunder. The Vendee shall also be liable for due compliance of the provisions of Stamp Duty Act, 1899 as applicable to the State of Haryana. Any deficiency in the stamp duty as may be determined by the Sub-Registrar of Assurances/ any Competent Authority(ies) along with the consequent penalties/ deficiencies as may be levied in respect of the said Unit conveyed by this Deed shall be borne and paid by the Vendee exclusively. Further, the Vendee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/ statutory or other local authority, the same, if applicable, shall also be payable by the Vendee. In any event, the Vendor shall have no liability in terms of the deficiency of stamp duty or any other provision of applicable laws. The Vendor shall not in any manner be liable for the same and accepts no responsibility or liability in this regard and that the Vendee shall keep the Vendor indemnified in this regard.

49. General/ Miscellaneous Provisions:

- i. That the Vendor has assured the Vendee that the Project, in its entirety is in/ shall be in accordance with the provisions of the Real Estate Regulation and Development Act, 2016, the other relevant Acts, Rules and regulations/bye-laws, instructions/

guidelines and decision of the Competent Authority prevalent in the State of Haryana.

- ii. That the Vendee confirms entering into this Deed with the full knowledge of all applicable Laws, rules, regulations, orders, notifications in general and the Unit/ Project in particular and hereby undertakes to comply with and carry out, from time to time. Further, the Vendee hereby acknowledges and understands that, if Vendor/ Association of Vendees/ the Maintenance Agency, as the case may be, for the purpose of this Deed and/or in relation to the Project, is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Vendee, then in that eventuality the Vendee agrees and undertakes to execute and provide to Vendor/Association of Vendees/ the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.
- iii. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed and/or of any transaction contemplated herein and/or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- iv. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the said Unit, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent vendees/ assignees/ transferees of the Unit, as the said obligations go along with the said Unit for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, assignment etc.
- v. That the Vendee acknowledges and agrees that he/ she/ it/ they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Vendee/ predecessor-in-interest of Vendee and the Vendor, attached to the Unit and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. In the event of there being any conflict inter-se the terms and conditions of aforesaid Agreement and the clauses contained in this Deed, the Deed shall

prevail over the Agreement. The recitals, schedules and the annexure(s) to this Deed shall form an integral part of the covenants and terms of this Deed.

- vi. That this Deed is subject to all the applicable law(s) including but not limited to the Real Estate Regulation and Development Act, 2016, rules, regulations, notifications, directives as may be applicable to the said Project. The Vendee has undertaken that henceforth it shall be solely, liable, responsible and accountable for violations, if any, of provisions of applicable law(s), rules, regulations or directions issued by any Competent Authority(ies) including but without limitation judicial/ quasi-judicial authorities in respect of said Unit which is subject matter of this Deed. The Vendee undertakes to indemnify the Vendor and its agents and representatives, persons claiming through/ under the Vendor in respect of any liability or penalty imposed in respect of the said Unit being hereby sold and conveyed by way of this Deed.
- vii. That the Vendee confirm that he/ she/ they/ it have understood each and every clause/covenant of this Deed and his/ her/ their/ its legal implications thereon and have also clearly understood his/ her/ its/ their obligations and liabilities and the Vendor obligations and limitations as set forth in the Deed. That the Vendee shall keep the Vendor and its agents and representatives, persons claiming through under the Vendor; their respective estate and effects, indemnified and harmless against any loss or damages that the Vendor or such persons may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.
- viii. Government Authorities/ agencies or otherwise on the Government of Haryana and for which purposes the Vendor has already paid EDC and other applicable charges. The Vendee acknowledges and confirms that infrastructure facilities provided/ to be by the concerned Government and/ or the Competent Authority(ies) is/ are beyond the control of the Vendor and the Vendee shall not have the right to raise any claim or dispute against the Vendor in respect of the facilities provided by the concerned Government or any other Competent Authority(ies). The Vendee further agrees and understands that in the event Government is not able to provide any of the facilities the same shall be provided and/ or arranged for/ facilitated by the Vendor and the charges for which as may be determined by the Vendor shall be payable by the Vendee.
- ix. That the failure on the part of the Vendor, to enforce at any time or for any time or for any period of time, any of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.

- x. That if any provision or part thereof of this Deed is determined to be void or unenforceable under applicable law(s), such provision or such part thereof shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to applicable laws) and the remaining unaffected part of such provision and all other provisions of the Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- xi. That the Recitals of this Deed and representations therein along with the Schedules and Annexures to this Deed shall form an integral part of this Deed and shall be read as necessary terms and conditions of this Deed.
- xii. Where relevant or where the context so requires, the Vendee's obligations shall be construed in reference to the Project, on the Project Land.
- xiii. For all intents and purposes and for the purpose of the provisions set out herein, singular includes plural and masculine includes the feminine gender.
- xiv. Unless the context otherwise requires, in this Deed: -
 - a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
 - b) The table of contents and headings and sub-headings in this Deed are for convenience only and shall not affect the construction or interpretation of this Deed.
 - c) Unless the context of this Deed otherwise requires:
 - i. words using the singular or plural number also include the plural or singular number, respectively;
 - ii. words of any gender are deemed to include the other gender;
 - iii. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deed or specified sections of this Deed, as the case may be;
 - iv. reference to the words "include", "including" and "in particular" shall be construed without limitation;

- v. the words "directly" or "indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, "direct" or "indirect" shall have the correlative meanings,
- vi. the term "Clause" refers to the specified Clause of this Deed;
- vii. reference to any legislation or applicable Law or to any provision thereof shall include references to any such applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- viii. unless the contrary is expressly stated, no clause in this Deed limits the extent or application of another clause;
- ix. the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- x. references in this Deed to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Deed;
- xi. an obligation for a Party to "procure" or "cause" or "ensure" or "endeavour" that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above
- xii. subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavours to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all applicable Laws to carry out and make effective the provisions of this Deed;
- xiii. in accordance with accepted conversion rates in the real estate sector, the measure of 1 (one) square feet wherever used shall be equal to 0.0929square meter,
- xiv. unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Deed;

- xv. reference to this Deed, or any other agreement, deed or other instrument or document shall be construed as a reference to this Deed, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.

SCHEDULE - 1

DESCRIPTION OF THE PROJECT LAND

Project Land: 2.025 acres, situated in Revenue estate of village Bajghera, Sector-114, Gurugram, Manesar Urban Complex, district Gurugram, Haryana-122017.

At or towards East
At or towards West
At or towards North
At or towards South

SCHEDULE -2

DESCRIPTION OF THE UNIT

Unitbearing No._____ having Final Carpet Area admeasuring approximately _____ Sq. Mtrs. (_____ Sq. fts.) and Super area admeasuring approx. _____ Sq. fts. in the Project **"Aarize The Tessoro"** located in revenue estate of village Bajghera, Sector 114, Gurugram, Haryana, Gurugram (Gurgaon) Haryana - 122017, India and bound by

At or towards East _____

At or towards West _____

At or towards North _____

At or toward South _____

SCHEDULE -3

CONSIDERATION AND PAYMEN PLAN

CONSIDERATION

Total Consideration of the Unitis **Rs.** _____/- @ **Rs.** _____ per Sq. fts. of UnitArea.

UnitNo. _____,Final Carpet Area admeasuring approximately _____ Sq. Mtrs. (_____ Sq. fts.) and Super area admeasuring approx. _____ Sq. fts.

As per resolution mentioned hereinabove this Conveyance Deed at the first instance is being executed by Mr./ Ms. _____ and it is being further presented by Mr. _____ for registration in the office of concerned Sub-Registrar.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorizes representative as of the date first above written.

Signed and delivered

Drafted By

For and on behalf of

AARIZE REALTECH LLP (Vendor)

Dist. Courts, Gurugram

Authorised Signatory

Signed and accepted by

VENDEES

IN WITNESS WHEREOF:

Witness No.1	Witness No.2
Signature:	Signature:
Name:	Name:
Son of/ Daughter of/ Wife of:	Son of/ Daughter of/ Wife of:
Address: _____, Advocate _____, Gurugram	Address: _____, Advocate _____, Gurugram
Occupation:	Occupation:
I.D.No.:	I.D.No.:

SCHEDULE -4
LAYOUT PLAN OF THE UNIT