

CONVEYANCE DEED

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| 1. Nature of Document | - | Conveyance Deed |
| 2. Village/Block | - | Village Badshahpur, Sector 68 |
| 3. Tehsil & District | - | Badshahpur, Gurugram |
| 4. Type of Property | - | Office Complex |
| 5. Unit Details | - | _____ Floor _____ |
| 6. Carpet Area | - | [●] Sq. Ft. approx. ([●] Sq. Mtr. approx.) |
| 7. Total Price | - | Rs. [●]/- |
| 10. Stamp Duty | - | Rs. [●]/- |
| 11. Stamp Certificate No. /Date | - | [●] |
| 12. Stamp Duty GRN | - | [●] |
| 13. Registration Fee | - | Rs. [●]/- |
| 14. Registration Fee GRN | - | [●] |


Handwritten signature: *[Signature]*

THIS CONVEYANCE DEED (hereinafter referred to as the “Deed”) is made and executed at _____ on this _____ day of _____, 202____, at Gurugram, Haryana,

BY

REACH PROMOTERS PRIVATE LIMITED, (PAN: AADCR3461L), a private limited company incorporated under the provisions of the Companies Act, 1956 with Corporate Identification Number (CIN): U70109DL2006PTC150938, and validly existing under the provisions of the Companies Act, 2013, , having its registered office at 410, 4th Floor, Ambadeep Building, 14, K.G. Marg, Connaught Place, New Delhi - 110001 (hereinafter referred to as the “**Vendor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**, acting through its authorized signatory, , Mr. [●], (Aadhaar No. [●]), for the purpose of signing this Agreement and Mr. [●] (Aadhaar No. [●]), for the purpose of appearing before the office of Sub-Registrar, Gurugram for registration, both duly authorized *vide* a resolution of its board of directors dated [●];

IN FAVOUR OF

Mr./Ms. _____, (Aadhaar No. _____), (PAN: _____) S/o Mr. _____, aged about _____ years, residing at _____, (hereinafter referred to as the “**Vendee(s)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

OR

[If there is more than one Vendee(s) as Individual]

Mr./Ms. _____, (Aadhaar No. _____), (PAN: _____), S/D/W/o Mr. _____, aged about _____ years, residing at _____; Mr./Ms. _____ (Aadhaar No. _____), (PAN: _____) S/D/W/o Mr. _____, aged about _____ years, residing at _____; and Mr./Ms. _____ (Aadhaar No. _____), (PAN: _____) S/D/W/o Mr. _____, aged about _____ years, residing at _____ (hereinafter collectively referred to as the “**Vendee(s)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

OR

[If the Vendee(s) is a company]

M/s. _____, a company incorporated under the provisions of the

VENDOR



VENDEE

Companies Act, 1956/2013 with Corporate Identification Number (CIN): _____, having its registered office at _____ and having income tax permanent account number (PAN): _____ (hereinafter referred to as the “Vendee(s)”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**, acting through its authorized signatory Mr. _____, (Aadhaar No. _____), S/o Mr. _____, duly authorized *vide* a resolution of its board of directors dated _____.

OR

[If the Vendee(s) is an LLP]

M/s. _____, a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 with Limited Liability Partnership Identification Number (LLPIN): _____, with its registered office at _____ and having income tax permanent account number (PAN): _____ (hereinafter referred to as the “Vendee(s)”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**, acting through its partner Mr. _____ (Aadhaar No. _____), S/o Mr. _____, duly authorized *vide* resolution passed in the meeting of its partners on _____.

OR

[If the Vendee(s) is a Partnership]

M/s. _____, a partnership firm registered under the Indian Partnership Act, 1932 (Registration No. _____ with the Registrar of Firms & Societies _____), having its principal place of business at _____ and having income tax permanent account number (PAN): _____ (hereinafter referred to as the “Vendee(s)”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said Vendee, the survivor or survivors of them and their respective legal heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **SECOND PART**, acting through its partner Mr. _____ (Aadhaar No. _____), S/o Mr. _____, duly authorized *vide* letter of authority dated _____.

OR

[If the Vendee(s) is a HUF]

Mr. _____ (Aadhaar No. _____), S/o Mr. _____ aged about _____ years for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____ and having income tax permanent account number (PAN): _____ (hereinafter referred to as the “Vendee(s)”, which expression shall, unless

repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

The Vendor and the Vendee(s) are hereinafter individually referred to as such or the '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS:

- A. The Vendor had purchased land admeasuring 8.9375 acres situated in Revenue Estate of Village Badshahpur, Sector 68, Tehsil & District Gurugram, Haryana, more particularly described in SCHEDULE I (hereinafter referred to as the "**said Land**") vide Sale Deeds dated 17th January 2008 bearing Registration No. 23469, 23470 and 23471 respectively and Sale Deed dated 04.06.2019 bearing Registration No. 2584 which are duly registered in the office of Sub-Registrar, Gurgaon;
- B. The Director General, Town and Country Planning Haryana ('DTCP') has issued two licences in the name of the Vendor with respect to the said Land: i) Licence No. 17 of 2010 dated 13.02.2010 read with order dated 15.01.2025 for setting up a commercial colony over an area measuring 6.09375 acres (hereinafter referred to as "Licence 1"); ii) Licence No. 150 of 2022 dated 28.09.2022 read with order dated 15.01.2025 for setting up of commercial colony over an additional area measuring 2.84375 acres in addition to Licence 1 (hereinafter referred to as the "Licence 2").
- C. The Vendor had obtained approval of the revised building plan from DTCP vide Memo No. ZP-603 III/ PA(DK)/2025/21139 dated 05.06.2025 for setting up of a commercial colony over the said Land (hereinafter referred to as "Building Plans").
- D. The Vendor had prior to the Building Plans already carried out a part development on the said Land and received the occupancy certificates with respect to the same, having two blocks consisting of office complex by the name of "Comercia" and existing retail complex hereinafter referred as "Existing Airia Mall" as per the details below:
 - i) Comercia: comprises of office spaces/units at Third Floor and above in Block I consisting of Tower A and B, along with its entrance through a common atrium at the ground floor level, common staircases/lifts (3 common passengers and 1 common service lift), earmarked car parking spaces in Basement I and Basement II and common areas;
 - ii) Existing Airia Mall: The Existing Airia Mall is a commercial/retail space comprises of (i) all floors below third floor level in Block I which includes entire Lower Ground Floor, Ground Floor, First Floor and Second Floor) along with its entrance through a common atrium at the ground floor level, common staircases / lifts, all car parking spaces at surface level and lower ground floor, remaining car parking spaces in basement I and basement II after allocation to Comercia and common areas, developed as retail space having shops, food & beverage outlets,

kiosks, showrooms, ATMs, restaurants, departmental stores and other retail formats; and (ii) total area in Block II, along with their staircases / lifts / elevators / escalators, car parking spaces and common areas, developed as retail space consisting of cinemas, shops, food & beverage outlets, kiosks, showrooms, ATMs, restaurants, departmental stores and other formats.

E. Pursuant to the revision in the building plans, the Vendor inter alia carried out the following development:

- i) Expansion of Airia Mall: which has commercial/retail space comprising of the following areas and floors:
 - (a) The entire area of the Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor Level along with dedicated staircases/lifts;
 - (b) all car parking spaces located on Basement 1, Basement 2 and Basement 3 levels along with designated portion of Basement 4 level; and
 - (c) all common areas used for shops, food & beverage outlets, kiosks, showrooms, ATMs, departmental stores, restaurants, anchor stores, FEC and other retail formats;
- ii) Airia Corporate Tower: which has office spaces comprising of the following areas and floors:
 - a. The area from the Fifth Floor up to and including the Nineteenth Floor, accessible through a common entrance *via* designated common lift lobby on the Ground Floor, along with access to designated common staircases and lifts (8 common passengers and 1 common service lift);
 - b. car parking spaces earmarked for the use of Airia Corporate Tower on the part portion of Basement 4 level; and
 - c. dedicated common areas within the Airia Corporate Tower spanning from the Fifth to Nineteenth Floor;

The terrace area above the Nineteenth Floor of the Airia Corporate Tower shall be utilized for common services pertaining to the said Project and the terrace area above the Third and Fourth Floor shall be exclusively used for Airia Mall.

For the sake of clarity, the above development is depicted on the master plan as annexed in SCHEDULE- IA.

- iii) The Vendor has registered the project by the name of “Airia” comprising of Existing Airia Mall, Expansion of Airia Mall (hereinafter collectively referred to a “Airia Mall”) and the Airia Corporate Tower under the provisions of the Act with the Haryana Real Estate Regulatory Authority at Gurugram on _____ under registration no. _____ (hereinafter collectively referred to as the “**said Project**”);

F. The DTCP has issued Occupation Certificate *vide* memo No. [●] dated [●] with respect to the said Project;

- G. A deed of declaration ("Deed of Declaration") has been filed by the Vendor with the Director Town and Country Planning, which the Vendee confirms to have reviewed, agreed and understand its rights and entitlements with respect to the said Project/Airia Corporate Tower.
- H. The Vendee(s), being fully satisfied with the marketable title of the Vendor, expressed interest to purchase an office space in the _____ Tower of the said Project and was allotted Unit no. [●], having Carpet Area of [●] square feet, [●] square meter approximately and super area [●] square feet, [●] square meter approximately, on [●] floor, Type- _____, in the said Project (hereinafter referred to as the "said Unit"), more particularly described in *SCHEDULE II*, and floor plan of the said Unit is set out in *SCHEDULE-IIA*, vide Allotment letter dated [●]. Subsequently, the Vendor and the Vendee(s) had entered into an Agreement for Sale dated _____ for sale/purchase of the said Unit (hereinafter referred to as "Agreement"), which was duly registered on [●] vide registration no. [●] with the office of Sub-Registrar, Badshahpur, Gurugram;
- I. The Vendee(s) hereby agrees and understands that the Vendee(s) shall have the right to use the common areas, as set out in *SCHEDULE III* attached hereto (hereinafter referred to as the "Common Areas for Airia Corporate Tower"), which are specifically delineated for the utilization and enjoyment of the owners and occupants of units in the Airia Corporate Tower. The Vendee(s) expressly confirm and acknowledge that the Vendee(s) shall not be entitled to claim any rights or interests whatsoever in any other common areas and facilities.
- J. The Vendee(s) has inspected the ownership/title record of the said Land, the Building Plan, various approvals, consents and permissions granted by the Competent Authority and all other information, clarifications, specifications of the said Unit and the said Project etc., sought by him/her/it/them with regard to all the above and all documents relating to the title, competence and rights of the Vendor to develop and construct the said Project and all other relevant details. The Vendee(s) acknowledges and confirms that that the Vendee(s) is fully satisfied with the title and competence of the Vendor to execute this Deed. The Vendee(s) has relied on his/her/its/their own judgment and investigations in purchasing the said Unit. The Vendor hereby disclaims to have made any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, except those mentioned in this Deed and no oral or written representations or statements of the Vendor shall be considered to be part of this Deed. It is only after satisfying itself regarding the interest, title and rights of the Vendor in the said Project, that the Vendee(s) has agreed to purchase the said Unit;
- K. The Vendee(s) hereby confirms that he/she/it/they is/are fully satisfied with the title, location, approach road, amenities of the said Project/ Airia Corporate Tower and has no claim of any nature whatsoever against the Vendor regarding the said Unit or otherwise howsoever;
- L. The Vendee(s) further confirms to the Vendor that he/she/it/they is/are purchasing the said Unit with full knowledge of all rules, laws, regulations, notifications etc., applicable to the said Project in general and the Airia Corporate Tower /said Unit in particular and the terms and conditions contained in this Deed, the Agreement and the Maintenance Agreement and that the Vendee(s) has

clearly understood his/her/its/their rights, duties, responsibilities and obligations thereunder;

- M. The Vendee(s) further understands the financial and legal implications of entering into the Deed and has sought independent legal and financial advice in this regard;
- N. The Vendor relying on the confirmations, representations and assurances of the Vendee(s) to faithfully abide by all the terms, conditions and stipulations contained in the Deed, the Agreement and the Maintenance Agreement has agreed to execute the Deed in favour of the Vendee(s) subject to and on the terms and conditions set out herein and terms appearing hereinafter.

1. **DEFINITIONS**

For the purpose of the Deed, unless the context otherwise requires-

- 1.1. “**Act**” shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as amended from time to time;
- 1.2. “**Apartment Act**” shall mean the Haryana Apartment Ownership Act, 1983 (10 of 1983) and the rules framed thereunder;
- 1.3. “**Association**” / “**Association of Unit Owners**” shall mean the association of unit owners formed under relevant provisions of the Apartment Act by the owners of units in the Airia Corporate Tower;
- 1.4. “**Authority**” shall mean the Haryana Real Estate Regulatory Authority at Gurugram;
- 1.5. “**Carpet Area**” shall have the meaning as ascribed to it in the Act;
- 1.6. “**Competent Authority**” shall mean the local authority, or any authority created or established under any law for the time being in force by the appropriate government which exercises authority over the said Land under its jurisdiction and has powers to give permission for development of such immovable property;
- 1.7. “**Maintenance Charges**” shall mean the periodic charges payable by the Vendee(s) to the Maintenance Agency for common area maintenance, in accordance with terms and conditions of the Maintenance Agreement;
- 1.8. “**Rules**” shall mean Real Estate (Regulation and Development) Rules, 2016 as amended from time to time issued by state government of Haryana;

NOW THE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the Agreement and in consideration of a sum of Rs. _____ (Rupees _____ Only) which is inclusive of the basic sale price, preferential location charges (if applicable), electrical connection charges, external development charges, infrastructure development

and augmentation charges, GST(if any), (“**Total Price**”) except Interest Free Maintenance Deposit, other charges if any, stamp duty and registration charges, which has been paid by the Vendee(s) and received by the Vendor and assurances, agreements, covenants, undertakings, representations and commitments made by the Vendee(s) to the Vendor in the Deed, the Vendor does hereby grant, transfer, convey, sell and assign absolutely unto the Vendee(s) by way of sale, the said Unit i.e., Unit No. _____ on the _____ Floor, Type- Office, having a Carpet Area of approx. _____ sq. ft. (_____ sq. mtr.), in the said Project, free from all encumbrances, subject to the restrictions, covenants, exceptions and conditions mentioned in the Conveyance Deed.

As per the Finance Act, [●] the Vendee(s) has deducted applicable TDS from the Total Price paid to the Vendor and has duly paid the same to the Competent Authority.

It is hereby clarified that for the purposes of computation of stamp duty and registration charges, the value of the said Unit has been taken as **Rupees [●]/-** (Rupees [●] only) wherein the service tax, goods and services tax (GST), VAT, IFMSD, stamp duty and registration charges, if any, paid/payable by the Vendee(s) have been excluded.

2. Now it shall be lawful for the Vendee(s) for all times hereafter to enter the said Unit and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendor subject to the terms and conditions of the Deed and applicable laws.
3. The Vendor has handed over to the Vendee(s), the vacant and peaceful physical possession of the said Unit. The Vendee(s) shall be entitled to exercise all rights of absolute ownership and possession in or related to the said Unit without any reference to or obstruction or objections from the Vendor or anyone claiming through or under them, subject to reasonable restrictions and fulfillment of all obligations under this Deed, including but not limited to payment of CAM (common area and maintenance) charges.
4. The Vendee(s) hereby confirms and acknowledges having taken over the physical and vacant possession of the said Unit. Before taking over the possession of the said Unit, the Vendee(s) has physically inspected and verified the said Unit and has fully satisfied himself/herself/itself/themselves about the construction, measurement, specifications, dimensions, efficiency in terms of usable area, location and various installations in the said Unit such as construction work, electrification work etc., and all items of work, quality of workmanship, materials, specifications used and provided therein.
5. That commencing from the date of offer of possession of the said Unit, the Vendee(s) shall be liable and responsible for the payment of all municipal taxes, property tax, fresh incidence of tax, infrastructure tax, cess, service tax and/ or any other statutory charges as may be levied on the said Unit and/or said Project by any Competent Authority, in the share proportionate to the Carpet Area of the said Unit. The Vendee(s) shall indemnify and keep the Vendor indemnified and harmless against all claims, losses, harm, damages, costs that may be suffered or incurred

by the Vendor in the event of non-payment of liabilities, charges, fees, property taxes, cesses or levies, levied or leviable by the Competent Authority or any other dues as per the terms herein.

6. The Vendee(s) has paid its share towards external development charges and internal/infrastructure development charges along with the sale consideration as part of the Total Price of the said Unit. However, in the event of any increase or enhancement in such charges or levy of fresh external development charges and internal/infrastructure development charges, by whatever name called, by the Competent Authority, whether prospectively or retrospectively, the Vendee(s) shall bear and pay to the Competent Authority/Vendor on demand further amounts towards such increase or enhancement or fresh levy along with other costs (including but not confined to interest) in respect of the charges/demands. The Vendee(s) further agrees and undertakes that as and when demanded by the Vendor, the Vendee(s) shall pay any additional charges, taxes and/or levies etc., which may be levied by the Competent Authority pursuant to any government orders/directives/policies.
7. The Vendee(s) is aware that he/she/it/they shall have the common right of ingress, egress and use of the Common Areas and Facilities for Airia Corporate Tower as set out in *Schedule III* and to the extent as would be absolutely essential for the use of the said Unit, subject to timely payment of maintenance charges and the compliance of applicable rules and regulations and upon terms and conditions mentioned herein. The Vendee(s) acknowledges and agrees that since the said Unit is allotted in the said Project, the said Unit does not have any separate sewerage, water connection etc. The floor on which the said Unit is located has common toilets, which may be used by the Vendee(s) on non-exclusive basis along with other occupants and visitors etc., of the said Project.
8. If deemed necessary by the Vendor or any of its nominees, or if any provision of the existing and future laws, guidelines, directions etc., of any Competent Authority made applicable to the said Unit/said Project requires provision of new/additional facilities/equipment/devices or their up-gradation etc., including but not limited to providing additional fire safety measures etc., any charges/fees deposits/securities are required to be paid to authorities for provision of such external/internal, infrastructural and / or peripheral services attributable to the said Project /said Land, increase in charges or deposits for bulk supply of electrical energy and/or any other increase in cost and charges on any ground, whether prospectively or retrospectively, in that event the cost of the such additional devices, equipment, facilities or up-gradation etc. shall also be borne and paid by the Vendee(s) on pro-rata basis, as and when demanded by the Vendor.
9. The Vendee(s) understands and agrees that the efficiency of each Unit may vary depending upon the size, location, allocation of dedicated common areas, abutting terrace or shared terrace to the said Unit and other factors. The Vendee(s) confirms that it has no complaint or claims against the above or with regard to completion of works outside and inside the said Unit or in the said Project. The Vendee(s) further confirms that it shall not raise any objections or make any claims against the Vendor in future in respect of items of works or allege any of it not to have been carried out or completed for any reason whatsoever, including any delay in handing over

possession of the said Unit and such claims or objections (if any) shall be deemed to have been waived by the Vendee(s).

10. The Vendee(s) hereby confirms that subject to the terms and conditions of the Deed, the Vendee(s) shall only be entitled to the following rights as per details given below:

10.1. The Vendee(s) shall have ownership of the said Unit;

10.2. The Vendee(s) shall also have a right in the Common Areas and Facilities for Airia Corporate Tower. The Vendee(s) shall use the Common Areas and Facilities for Airia Corporate Tower along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the Common Areas and Facilities for Airia Corporate Tower to the Association of Unit Owners/ competent authorities. The Vendee(s) shall not have any right on the areas declared as limited common areas and facilities in the Deed of Declaration, and the right to use such limited common area and facilities shall be limited to owners who have been specifically authorized to use such limited common areas and facilities. Further, it is clearly understood and agreed by the Vendee(s) that even if the general and/or restricted common areas and facilities within the said Project are included in the computation of super area, the right of the Vendee(s) to use the general and/or restricted common areas and facilities within the said Project, shall always be subject to the timely payment of Maintenance Charges and other applicable dues.

10.3. In addition to the above, the Vendee(s) shall have the undivided and indivisible proportionate rights only in the land beneath the Airia Corporate Tower.

11. The Vendee(s) shall have no right, title or interest over any area in the said Project or said Land other than the said Unit and areas specifically described in clause 10. All such other areas shall be under the exclusive ownership and possession of the Vendor who shall have the absolute right and entitlement to deal with such areas as per its unfettered discretion without any interference or impediment from the Vendee(s).

12. The Vendee(s) is provided with _____ () number of car parking space/s on right to use basis only. The Vendee(s) acknowledges and accepts that the right to use said parking space (if any) is solely for use during the Working Hours (i.e., from __ to __ from Monday to Friday while the Vendee(s)'s unit is occupied and operational) and on a right-to-use basis only. The Vendee(s) explicitly acknowledges that it possesses no rights or entitlements to sell, transfer, or engage in any transactions involving the said right to use parking spaces earmarked for the said Unit, if any, in any manner whatsoever. Additionally, The Vendee(s) agrees and undertakes to park its vehicle(s) only in the earmarked right to use parking space (if any) and shall not encroach upon other parking spaces in the said Project and/or the said Project. Furthermore, the Vendee(s) understands and agrees that the right to use the earmarked parking space (if any), is limited to

the "Working Hour" as defined above; and the Vendor shall have the exclusive right to use the said parking space anytime on non-working days/hours and retains the right to grant access of such parking space to its visitors or any third party, anytime beyond the Working Hours and on Saturday, Sunday, and National Holidays (non-working days/hours), as well as during periods when the Vendee(s)'s unit is vacant or non-operational.

13. The Vendee(s) acknowledges and confirms that the Vendee(s) has read and completely understood the Act and the Rules and the implications thereof in relation to the various provisions of the Deed and the Vendee(s) shall comply as and when applicable from time to time with the provisions of the Act and the Rules or any statutory amendments or modifications thereof or the provisions of any other applicable law(s).
14. The Vendee(s) undertakes to join the Association of Unit Owners which shall be ultimately in charge of the maintenance of the Airia Corporate Tower and day-to-day affairs under the relevant provisions of the Act and Apartment Act and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary for this purpose. Further, the Vendee(s) shall adhere to and comply with the bye-laws, rules, regulations and policies of such Association.
15. The Vendor acknowledge that the Vendee(s) has paid the IFMSD, which shall be handed over by the Vendor to the Association of Unit Owners at the time of its constitution/ formation.
16. The Parties acknowledge that the Maintenance Charges shall be payable from the date of offer of possession of the said Unit.
17. The Vendee(s) understands and acknowledges that the service areas in the basement of the said Project or anywhere else in the said Project which are reserved/ earmarked by the Vendor for services, use by maintenance staff earmarked by the Vendor to house services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc., shall not be used by the Vendee(s) for parking or any other purpose, of any nature whatsoever.
18. The Vendee(s) agrees and understands that due to changes in government policies, orders, rules, regulations, statutory provisions, additional FAR / FSI (i.e., over and above current sanctioned / permitted FAR/FSI) may be permitted by Competent Authority to be developed on the said Land. Therefore, the Vendee(s) agrees and confirms that the Vendor/its nominee shall at all times be entitled to construct and develop and/or transfer, as part of the said Project, any additional FAR/FSI as per necessary sanctions and related project approvals that may be obtained from the Competent Authority and to seek changes in the approved layout plan, Building Plan and other approved drawings as per norms of the Competent Authority for such development as per applicable laws, to which the Vendee(s) shall have no objection and hereby extends its/his/her unconditional approval for the same. The Vendee(s) hereby confirms that it has no objection to such additional development by the Vendor /its nominee in the said Project including over the

terrace, in open spaces etc., and also undertakes to provide requisite assistance and co-operation in this regard including but not limited to signing necessary undertakings, no objection letter, agreements and documents as may be required by the Vendor / its nominee from time to time. The Vendor shall always have unfettered rights to make use of the additionally sanctioned FSI, transfer/alienation of such sanctioned FSI, additions, improvements or repair whether structural or non-structural, interior or exterior, ordinary or extra-ordinary, raise additional structures/floors in the said Project, as may be permitted by the Competent Authority and such additional development / space / areas / structures / storey(s) shall be the sole property of the Vendor, who shall have unfettered rights *inter alia* to deal with and dispose of the same or any part thereof. The Vendee(s) agrees and undertakes that it shall not object to the Vendor merging the said Project with adjoining project and land, without any reference to or concurrence from or interference on the part of the Vendee(s) (individually) or collectively by one or more vendees in the Airia Corporate Tower.

19. The Vendee(s) acknowledges and agrees that in the event any Transferable Development Rights (TDR) are available in respect of the said Land/ said Project for any reasons including but not limited to change in laws/ development norms etc., the Vendor shall be entitled to take benefits and utilize the said TDR as per applicable laws. The Vendee(s) confirms its/his/her unconditional no objection in this regard.
20. It is clarified that subject to the necessary permissions and approvals, certain areas of the said Project, are/shall be exclusively reserved by the Vendor to be used for advertisement i.e., external and internal façade of the said Project including for signage on terrace of the building, building boundary walls, in lift lobbies, car parking areas and through display board/ lollypop hoarding/other mediums in areas forming part of the said Project including but not confined to spaces/ locations allotted to any unit for putting their signage. The Vendee(s) acknowledges and agrees that he/she/it/they shall not have any ownership rights, title, interest, or claim—whether legal, equitable, financial, or otherwise—in or over any common areas, facilities, or other spaces within the said Project, except for the right to use such areas as may be expressly permitted under this Agreement. The Vendor shall have the sole and absolute discretion to regulate, manage, deal with, or dispose of such areas in the said Project in any manner it deems fit, without any interference or objection from the Vendee(s).
21. The Vendee(s) acknowledges that certain areas in the said Project are earmarked for kiosks, food trucks, flea markets etc., and the same shall not form part of common areas. The Vendor shall be free to deal with and dispose of the same on such terms and conditions, as it may deem fit, including its development, the manner / method / terms of use (temporary, short term, long term or perpetual), disposal, alienation etc., creation of rights in favour of any third party by way of sale, transfer, sub-lease, joint venture, collaboration, joint development or any other mode including transfer to government, semi-government or any other person in accordance with applicable laws. The Vendee(s) acknowledges and agrees that he/she/it shall not have any right to interfere in / obstruct / hamper or raise any objection in this regard or stake any claim of any nature with regard to revenue generated /financial benefits derived from dealing/alienation of aforesaid areas. Further, the

Vendee(s) shall not have any ownership or possessory rights, title and/or interests in such areas in the said Project.

22. It is made clear by the Vendor and agreed by the Vendee(s), that the Vendor was responsible only to undertake the developments within the boundaries/periphery of the said Project as per license and permissions and approvals obtained in respect of the said Project, and the Vendor shall not be liable for any development to be undertaken/ facilities or amenities to be provided /progress to be made inside or outside the boundaries of the said Project which are to be provided/ made available/supplied by the Competent Authority. The Vendee(s) also acknowledges and confirms that the infrastructures facilities / services provided / to be mandatorily provided by government / Competent Authority in the entire locality (including within or outside the said Project) including but not limited to development and maintenance of sector roads, major roads, green belts, and any other areas which are handed over / to be handed over to the Competent Authority, are beyond the scope / control of the Vendor / Maintenance Agency, and the Vendee(s) undertakes not to raise any claim or dispute against the Vendor and/or Maintenance Agency in respect of such facilities / services.
23. The Vendee(s) shall not:
- 23.1. do or suffer to be done anything in or to the said Project, said Unit, the staircases, lifts, common passages, corridors and/or other common areas, which may be in violation of any laws or rules of the Competent Authority;
 - 23.2. change or cause to be changed structure of the said Unit or any portion thereof, and shall also not make or cause to be made any additions or alterations in the said Unit or any part thereof, or sub-divide the said Unit, so as to or which may cause blockage in any passage, verandas, open spaces etc., or affect the structure of the said Unit, and/or the said Project;
 - 23.3. make any structural alterations to the said Unit and/or effect any change to the Building Plan or elevation and shall not enclose terrace areas attached to the said Unit, if any. The Vendee(s) shall not demolish the said Unit or any part thereof nor will at any time make or cause to be made any construction/additions/alterations of whatever nature to the said Unit or any part thereof;
 - 23.4. make use of terrace (applicable only to units with terrace space) for the permissible usage without due permissions, sanctions and approvals as per the applicable laws;
 - 23.5. store or cause/permit any of its agent, servants, employees, occupants, clients or other visitors of the said Unit to store, stock, bring into or keep in the said Unit any prohibited goods, materials, explosives, hazardous, combustible or flammable substances which may cause risk by fire or which causes damage to or endanger the safety of the said Unit, adjacent units, the said Project/ Airia Corporate Tower.
 - 23.6. not place any heavy material in the common passages or staircases;

- 23.7. construct, place or maintain any matter or thing upon, over or under the Common Areas for said Project nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas and Facilities for Airia Corporate Tower;
- 23.8. change colour scheme of outer walls or paintings of exterior side of the doors and windows etc., or carry out any change in the exterior elevation or design;
- 23.9. fix/install the air-conditioners/coolers at any place other than the space(s) provided for in the Building Plan or said Project or open them up to the inside passage, common areas for said Project, or in the staircase, and shall ensure that no water drips from any cooler/air-conditioner;
- 23.10. use the common areas for said Project/ parts of the said Project for keeping/chaining pets, dogs, birds or for storage of cycles etc. and not to block the common areas for said Project/parts of the said Project in any manner whatsoever;
- 23.11. keep the battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc., in the stairs or the entrance or road or parking places;
- 23.12. install any generator/inverter or device/machine to supply electricity/power back up to the said Unit/part thereof and parking area or any other part of the said Project;
- 23.13. carry out any fit-outs in the said Unit which are not in compliance with the applicable laws, rules and regulations, fit-outs guidelines, framed by the Vendor/ Maintenance Agency from time to time;
- 23.14. remove any wall/permanent construction of any nature, including but not confined to load bearing wall, of the said Unit;
- 23.15. use or cause to be used the said Unit in any manner which may cause inconvenience/ nuisance to other occupants in the said Project;
- 23.16. distribute the electrical load which is not in conformity with the electrical systems installed in the said Project;
- 23.17. any act in or around the said Unit that may cause damage to the flooring, ceiling, structural elements, or service installations of any unit located above, below, or adjacent to the said Unit, or elsewhere within the said Project; or
- 23.18. install or display any signboard, nameplate, neon sign, billboard, advertisement, or publicity material on the face/facade of the said Unit, inside the said Unit, glass facade of the said Unit which is visible from outside or anywhere else in the said Project. Only one

name board may be installed at the designated space at the entrance of the said Unit, and such name board shall be of a size, design, and specification approved by the Vendor or its authorized representative.

24. The Vendee(s) hereby agrees and confirms that any non-observance of the provision of Clause 23 shall entitle the Vendor and/or Maintenance Agency, to enter the said Unit/parking area/other areas of the said Project, if necessary and remove the non-confirming fittings, fixtures and changes at the cost and expense of the Vendee(s). The Vendee(s) shall strictly comply with all guidelines, directions, and instructions issued from time to time by the Vendor or the designated Maintenance Agency in this regard.
25. The Vendee(s) agrees to indemnify and hold the Vendor harmless against any loss, damage, penalty, or liability arising from any misuse, unauthorized use, or violation of the terms of this Agreement by the Vendee(s), for which the Vendee(s) shall be solely responsible.
26. The Vendee(s) shall ensure that the said Unit is used, solely for the purpose of office use or other permissible purposes subject to applicable laws and prior approval of the Vendor or Maintenance Agency and the said usage shall always be subject to terms and conditions of allotment as under this Deed/the Agreement. The Vendee(s) shall not use, or permit the use of, the said Unit for any other purpose, including but not limited to any residential, industrial, illegal, or immoral activities. Furthermore, the Vendee(s) shall not engage in, or permit any act or omission that may cause nuisance, damage, disturbance, or inconvenience to the occupants of adjacent units or surrounding areas.
27. The Vendee(s) has specifically agreed that the sale of the said Unit shall be subject to strict compliance with code of conduct, rules, guidelines, policies etc., that may be determined by the Vendor/Maintenance Agency for occupation and use of the said Unit and such other conditions as the Vendor/Maintenance Agency may deem fit from time to time which may include but is not limited to usage of the said Unit, operation hours of various maintenance services, fit-outs, general compliance for occupants of the said Project, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct, rules, guidelines, policies etc., as may be specified by the Vendor/Maintenance Agency is always subject to change by the Vendor/Maintenance Agency and such changes made by the Vendor/Maintenance Agency at its/their absolute discretion shall also be binding on the Vendee(s) with full force and effect.
28. M/s [●] (hereinafter referred to as the “**Maintenance Agency**”) is presently the maintenance agency appointed by the Vendor to provide maintenance services/amenities/facilities in the Airia Corporate Tower. The Vendor at its absolute discretion would have the unhindered right to appoint/nominate any other Maintenance Agency at any subsequent point of time to provide maintenance services/amenities/facilities in the Airia Corporate Tower. The Vendee(s) shall be entitled to avail services/amenities/facilities in the Airia Corporate Tower during normal operational hours including but not confined to electricity supply subject to regular payment of all amounts demanded by the Maintenance Agency towards electricity charges, power backup charges, Maintenance Charges, and

other amounts payable by the Vendee(s) under the Deed and subject to strict compliance with terms and conditions incorporated in the Agreement, the Maintenance Agreement and the present Conveyance Deed.

29. The Vendee(s) has signed and executed a Maintenance Agreement dated [●] ("**Maintenance Agreement**") with the Maintenance Agency and the Vendee(s) agrees to abide by the terms and condition of the said Maintenance Agreement. The Vendee(s) shall not be entitled to insist for availing any particular service/facility/amenity in the Airia Corporate Tower after making piecemeal payment of amounts demanded by the Maintenance Agency. Further, the Vendee(s) shall provide requisite cooperation and assistance including executing necessary documents, agreements etc., as may be required by the Vendor and/or Maintenance Agency from time to time. The Maintenance Agency shall have the right to manage and facilitate the provision of services, amenities, and facilities within the Airia Corporate Tower, including but not limited to parking, common areas, and electricity usage, during non-operational hours in accordance with the Maintenance Agreement.
30. The Vendee(s) has paid and shall continue to maintain Interest Free Maintenance Security Deposit calculated at Rs. [●]/- (Rupees _____ Only) per sq. ft. of the carpet area ("**IFMSD**"). In the event of transfer of the said Unit to a subsequent purchaser and/or assignee, the IFMSD shall be transferred to the account of such subsequent purchaser and/or assignee, as the case may be, subject to clearance of all outstanding maintenance bills and/or other outgoings and the Vendee(s) making good the deficit in IFMSD, pending charges, dues and other amounts payable to the Vendor and/or Maintenance Agency and submitting the registered sale deed and fulfilling other terms and conditions as may be specified in this regard. This is without prejudice to the rights of the Vendor or Maintenance Agency to adjust from IFMSD any outstanding amount. It is hereby clarified that in case of the lease of the said Unit by the Vendee(s), the said lessee shall be liable to pay the maintenance deposit at the rate prescribed by the Maintenance Agency.
31. The Vendee(s) shall contribute a sum at the rate as prescribed by Maintenance Agency per month along with maintenance charges towards capital replacement fund so as to secure adequate provision for the replacement, refurbishing, upgradation and major repairs of the facilities, equipment, other capital assets, etc., installed with respect to the Airia Corporate Tower, as well as to meet similar capital expenditures that may arise in the future. The interest earned, if any, on the capital replacement fund shall be utilized by the Maintenance Agency to meet expenditures related to the said Project, including but not limited to replacement, refurbishment, major repairs, or any other costs arising out of unforeseen circumstances in the future. In the event the Vendee(s) defaults in payment of any dues as specified in the Maintenance Agreement, the Maintenance Agency shall be entitled to set off such outstanding due against Vendee(s)'s contribution to the capital replacement fund and the Vendee(s) shall be liable to promptly replenish the fund by making good any shortfall so caused in the immediately succeeding month. It is further agreed that if at any time the capital replacement fund is found to be insufficient to cover the cost of the necessary replacement, refurbishment, repairs, upgradation, or additions, the Vendee(s) shall be liable to contribute additional amounts on a pro-rata basis, as may be demanded by the Maintenance Agency/Vendor. The Vendee(s) shall replenish the fund from time to time, as and when such contributions are called for by the Maintenance

Agency/Vendor. The Vendor/Maintenance Agency shall have the sole authority to decide the necessity of such repair, replacement, up-gradation, additions, refurbishment etc., including its timings or cost thereof and the Vendee(s) agrees to abide by the same. The Vendee(s) shall not be entitled to insist for availing any service/facility/amenity in the said Project unless and until amounts demanded in this regard by the Maintenance Agency are duly paid by the Vendee(s).

32. The Vendee(s) assures and undertakes to pay the Maintenance Charges, maintenance bills, IFMSD, sinking fund, capital replacement fund, electricity charges, other charges and amounts and clear all dues as per the terms agreed under the Agreement, the Deed and the Maintenance Agreement, as the case may be. The Vendee(s) acknowledges and confirms that the Vendor/Maintenance Agency reserves the sole right to modify/revise the Maintenance Charges, sinking fund, capital replacement fund charges, IFMSD, and other amounts payable under the Maintenance Agreement.
33. The use of and access to maintenance services, common areas in the Airia Corporate Tower shall be subject to compliance by the Vendee(s) of the terms and conditions of this Deed, Agreement and Maintenance Agreement including and not limited to those relating to timely payments of Maintenance Charges and other charges by the Vendee(s).
34. In addition to the above, the other terms and conditions relating to maintenance services, use of common areas and maintenance/payment of IFMSD, sinking fund, Maintenance Charges, etc., shall be set out in the Maintenance Agreement. The Vendee(s) acknowledges that the terms and conditions relating to maintenance services, use of common areas, payment of Maintenance Charges, IFMSD etc., as set out in the Deed read with Declaration Deed shall continue to be binding and operative notwithstanding the Maintenance Agreement.
35. The Vendee(s) shall be solely responsible to maintain the inside of the said Unit at its own cost, in a good repaired condition and shall keep its walls and partitions, drains, pipes and appurtenances thereto or belonging thereto, in a good condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the building or pertaining to the said Project is not in any way damaged or jeopardized.
36. In addition to the Vendor's and Maintenance Agency's right of unrestricted usage of the common areas in the Airia Corporate Tower for providing maintenance services, the Vendee(s) shall permit the Vendor/Maintenance Agency and/or its/their agents, workmen, employee, nominees etc., to enter the said Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, for carrying out any repair, alternations, etc., and for any other purpose in connection with the provision of maintenance services, structural repairs, connections / disconnection of the electricity and water and/or for repairing / changing the common utilities / services running through or around the said Unit. Further, the Vendee(s) agrees and confirms that in the event of any emergency or any exigency situation, the Maintenance Agency and its representatives, employees etc., shall be entitled to enter the said Unit without any prior notice and the Vendee(s) shall raise no objections to the same and if required extend all its co-operation in this regard. Any refusal of the Vendee(s) to give such right of entry will be deemed to be violation of the Deed and the Vendor

shall be entitled to take such actions as it may deem fit. The Vendee(s) also confirms that the Vendor/Maintenance Agency and/or its representatives, employees etc., shall have the right to access the said Unit for providing necessary maintenance services, provisioning of new/additional facilities/equipment /devices i.e. installations of pipe, conduits and cables etc., or their up-gradation through the ducts, shafts etc., passing through the said Unit.

37. The Vendee(s) hereby agrees to pay electricity consumption/power back up charges as per meter reading and further comply with the rules and regulations imposed by the authorities in respect thereto. Irrespective of the fact whether the said Unit is occupied by the Vendee(s) and/or their tenants/permitted persons or not, the Vendee(s) /occupant shall be liable to pay the Maintenance Charges to the Vendor/Maintenance Agency. The Vendee(s) further agrees to pay additionally the DG consumption charges if the electricity in the common areas and the said Unit are provided through DG mode. Any default of any component of the Maintenance Charges would result in cutting of supply of electricity/power back up to the said Unit and will be restored on payment of all the arrears with interest, if any.
38. The Vendee(s) acknowledges that the Vendor/Maintenance Agency, as the statutory provisions may require, get the Airia Corporate Tower insured against fire, earthquake, riots and civil commotion, militant action etc., on behalf of the Vendee(s) and the Vendee(s) undertakes to pay pro-rata cost of the same as per the amounts invoiced in the maintenance bill by the Maintenance Agency as a part of the Maintenance Charges. However, the fittings, fixtures and furniture kept/installed inside the said Unit shall be insured by the Vendee(s) or its occupant at his/her/its/their own cost. The Vendee(s) shall not do or permit to be done any act or thing which may render void or voidable, insurance of any unit or any part of the Airia Corporate Tower or cause increased premium to be payable in respect thereof, for which the Vendee(s) shall be solely responsible and liable.
39. That the Vendee(s) does hereby declare and confirm that:
- 39.1. The Vendee(s) shall abide by all the laws, bye-laws, rules, regulations, notifications, etc., which are applicable to the said Land/ said Project/said Unit. The Vendee(s) shall be solely responsible and liable for violations, if any, of the provisions of the applicable laws. If the Vendee(s) is subject to or governed by any provisions of the Foreign Exchange Management Act, RBI guidelines and/or any other fiscal/revenue laws as may be applicable, then the Vendee(s) shall be exclusively responsible for fulfilling all such obligations, requirements or compliances, as may be required there under. The Vendee(s) undertakes to keep the Vendor indemnified for any liability and/or penalty in that behalf;
- 39.2. The Vendee(s) shall neither do on its own nor permit anything to be done to any part of the said Project, which would be in violation of the Building Plan, occupation certificate and any other approvals / permissions relating to the said Project;
- 39.3. The Vendee(s) has seen all approvals, licenses, sanctions and permissions issued by the competent authorities with respect to the said Project as well as the said Unit.

- 39.4. The Vendee(s) shall comply with all approvals, permissions, sanctioned plans, licenses, byelaws, guidelines, rules and regulations of the competent authorities as may be applicable to the said Unit and/or the said Project.
- 39.5. The Vendor/ Maintenance Agency shall be entitled to use the terrace/ roof for any purpose as the Vendor/ Maintenance Agency deems fit and proper and the Vendee(s) shall not raise any objections in this regard.
- 39.6. The Vendee(s) shall have no objection or make any claim to the Vendor reserving the right to give on lease or hire any part of the top roof/terrace on/above the top floor, of the buildings in the said Project for installation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes.
- 39.7. The Vendee(s) agrees, covenants, undertakes and confirms that in the event he/she/it/they ever intends to sell/transfer/dispose of the said Unit, it shall offer the said Unit to the Vendor for purchase with first right of refusal before selling/ transferring it to any other person/entity/body. In the event, the Vendor refuses to purchase the said Unit, the Vendee(s) shall be entitled to sell the said Unit to any other person/entity/body, on the same price or at higher price from the price so offered to the Vendor.
40. The Vendor shall have the unqualified and unfettered right to sell or lease or permit use of the kiosks to any persons of their choice on any terms and conditions as the Vendor may deem fit as kiosks are specifically excluded from the common areas of said Project as declared in the Deed of Declaration and the Vendee(s) shall not to be entitled to raise any claims or objections or claim compensation on the ground of inconvenience or any other ground whatsoever. The kiosks shall be used and operated in a manner and as per the terms and conditions/guidelines as may be imposed by the Vendor/Maintenance Agency from time to time.
41. The Vendee(s) has specifically agreed and understood that the Vendor shall have absolute right in respect of the signage inside/outside/near, within or on the facade of the said Project /said Land and the Vendor may determine and allow the usage by the Vendee(s) of such signage at its own discretion. The Vendor shall have absolute right to identify and earmark, subject to applicable laws, such places for affixing signage on the exterior/interior of the said Project /said Land. The Vendee(s) shall be responsible to install and maintain such signage, so earmarked by the Vendor, in a well-lit, legible and in a proper manner at its/his/her own cost. The Vendee(s) hereby specifically agrees that the said earmarked space for installing signage etc., shall be increased, decreased or modified in any manner at the sole discretion of the Vendor from time to time and will be architecturally controlled. The Vendor may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Vendee(s) of such signage from time to time. The Vendor may

transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/ assigns or Association of Unit Owners or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Vendor shall be released and discharged from all its obligations and responsibilities under this Clause in respect of the signage's.

42. In the event the Vendee(s) desires to transfer the said Unit to a subsequent purchaser/ assignee, the transfer shall be subject to the Vendee(s) making good the deficit in IFMSD, paying requisite administrative charges, pending Maintenance Charges, sinking fund charges and any other pending dues and charges etc., payable by the Vendee(s) to the Vendor and/or Maintenance Agency and fulfilling other terms and conditions as may be specified by Vendor in this regard, before such transfer/assignment of the said Unit.
43. The Vendee(s) shall ensure that the persons to whom the said Unit or part thereof is let, transferred, assigned or given possession of will execute, acknowledge and deliver to the Vendor and Maintenance Agency such instruments and take such actions as the Vendor/Maintenance Agency may reasonably request prior to any right to be created or transferred pursuant to any such transaction. The Vendee(s) also undertakes to incorporate the terms of the Deed in any transfer document which he/she/it/they may execute whether pertaining to sale of the said Unit or lease or any other similar transaction.
44. The Vendee(s) confirms that all the obligations arising out of this Deed in respect of the said Unit/ said Project/ said Land/ Airia Corporate Tower shall be equally applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers of the said Unit as the said obligations go with the said Unit for all intents and purposes and the Vendee(s) assures the Vendor that the Vendee(s) shall take sufficient steps to ensure performance in this regard. Regardless of the contract executed between the Vendee(s) and the occupant of the said Unit or understanding reached between them or differences between the Vendee(s) and the occupant of the said Unit, the Vendee(s) shall continue to be liable and responsible, contractually and financially for due performance of all obligations of the Vendee(s) as set out in the Deed including but not limited to timely payment of maintenance charges and other applicable dues.
45. The Vendee(s) confirms that it/his/her/their right, title and interest in the said Unit/said Project shall be limited to and governed by what is specified by the Vendor in the Deed of Declaration, which has been filed by the Vendor in compliance of the Apartment Act, and as may be amended from time to time which shall be conclusive and binding upon the Vendee(s).
46. In case of non-observance of any of the provisions contained in the Deed, Agreement and/or Maintenance Agreement, the Vendor /Maintenance Agency may issue a notice to the Vendee(s) to rectify the breach and/or to get the same rectified from the occupant of the said Unit. However, in case the Vendee(s) fails to rectify the breach or to get the same rectified from the occupant of the said Unit within the notice period the Vendor and/or the Maintenance Agency through their authorised representative shall be entitled, but not obligated to remedy / rectify the breach at the cost and expenses of the Vendee(s). Further, the Vendee(s) shall be responsible for all losses,

damages, claims, penalties, liability, costs and/or expenses suffered by or caused to or incurred by the Vendor and/or Maintenance Agency in this regard.

47. The Vendee(s) confirms that he/she/it/they has/have understood each and every clause, covenant of the Deed and its legal implications along with Vendee's obligations and liabilities as set forth in the Deed. The Vendee(s) shall keep the Vendor, its agents, representative and estate indemnified and harmless against any loss or damages that the Vendor may suffer as a result of non-observance or non-performance by the Vendee/occupant of the said Unit, its nominees, assignees, transferees, lessee, tenants, licensees etc., of the covenants and conditions in the Deed, Declaration Deed, Agreement and Maintenance Agreement.
48. All expenses towards execution and registration of the Deed including but not limited to the cost of stamp duty, registration fee and other incidental charges has been and shall be paid solely by the Vendee(s). Any deficiency in the stamp duty, as may be determined by the Competent Authority, along with consequent penalties and deficiencies as may be levied in respect of the said Unit shall be borne and paid by the Vendee(s) exclusively. No liability in this regard shall be liable to be discharged by the Vendor.
49. The Schedules to the Deed are part and parcel of the Deed and may be read in conjunction with the Deed while interpreting the terms and conditions of the Deed.
50. If any provision of the Deed shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended to the extent necessary to conform to applicable laws and the remaining provisions of the Deed shall remain valid and enforceable.
51. Failure by any Party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of the Deed shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.
52. Each Party agrees that it will from time to time, do execute, acknowledge and deliver all such further acts, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of the Deed. The Vendee(s) undertakes to execute all requisite documents and present himself/herself/ itself/themselves for execution and registration of such Document/Instrument /Deed as and when required by the Vendor.
53. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and vice versa; and (ii) the use of the singular shall include the plural and vice-versa.



54. The courts at Gurugram alone shall have exclusive jurisdiction to try and decide all disputes arising out of / touching and/or concerning the Deed.
55. Notwithstanding the execution of the Deed, the terms and conditions set out under the Agreement, including but not limited to those relating to maintenance, usage restrictions, payment obligations, representations and warranties, and compliance with applicable laws, shall form an integral part of the Deed and shall continue to apply, to the extent they are not expressly inconsistent with the present Conveyance Deed. It is clarified that presence or absence of any provision in one and not the other shall not be deemed to be an inconsistency for the purposes of this Clause. In case of any inconsistency in clauses between the Agreement and this Deed, the provisions of this Deed would prevail.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR

For [●]

(Signature)

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDEE

Signature

(Name)

(Address)

At [●], on _____ in the presence of:

WITNESSES:

1.

2.



VENDOR

VENDEE

SCHEDULE I
DESCRIPTION OF THE SAID LAND

All that piece and parcel of the undivided and contiguous piece of land the details of which are as under situated in Sector 68, Village Badshahpur, District Gurugram, Haryana:

Land Under Licence No. 17 of 2010 dated 13.02.2010 read with order dt. 15.01.2025					
S.No.	Rectangle No.	Killa No.	Total Area		
			Kanal	Marla	In Acres
1	132	1	8	0	
2		2/1 min	0	7	
3		2/2 min	2	0	
4		10/1	3	9	
5		26	0	2	
6		27	1	0	
7		8 min	0	14	
8		9 min	6	5	
9		10/2	3	9	
10		11	8	0	
11		12	8	0	
12		13	3	2	
13	123	22 min	0	14	
14		21/3	1	15	
15		21/4	0	13	
16	132	8min	0	1	
17		9min	1	4	
TOTAL			48	15	6.09375
Land Under Licence No. 150 of 2022 dated 28.09.2022 read with order dt. 15.01.2025					
S.No.	Rectangle No.	Killa No.	Total Area		
			Kanal	Marla	In Acres
1	122	25/1min	0	1	
2		25/2min	0	16	
3	133	5min	7	6	
4		6min	7	6	
5		15/1min	2	2	
6		15/2	3	16	
7		15/3	1	8	
TOTAL			22	15	2.84375
GRAND TOTAL					8.9375

Note: The Vendee has/have carried out thorough due diligence to its entire satisfaction relating to the right, title and interest of the Vendor in the Total Land after going through ownership records, tentative building plans, inspection of site and other documents relating to the title of the Vendor to the said Land, which had been duly provided by the Vendor for inspection as per the Vendee demand.

VENDOR



VENDEE

SCHEDULE -IA
DEPICTION IN MASTER PLAN



SCHEDULE II
DESCRIPTION OF SAID UNIT

1. Unit No. _____, Floor No. _____

2. Type: _____

3. Name of the Complex: _____

4. Area:

Carpet Area* : _____ Sq. Ft. approx. (_____ Sq. Mtr.) approx. **

Super Area : _____ Sq. Ft. approx. (_____ Sq. Mtr.) approx. **

* "Carpet Area" shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016.

** 1 Sq. ft. = 0.0929 Sq. Mtr.



SCHEDULE-IIA
FLOOR PLAN OF THE SAID UNIT



SCHEDULE III

COMMON AREAS FOR AIRIA CORPORATE TOWER

VENDOR

P. 07 / 07



VENDEE

