**CONVEYANCE DEED**

This Conveyance Deed is executed at Gurugram on this _____ day of _____, 2026 ("**Conveyance Deed"**)

**BY AND BETWEEN**

**EXPERION DEVELOPERS PRIVATELIMITED**, (CIN U70109DL2006FTC151343) a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at F-9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi-110075(hereinafter referred to as the "**Promoter**"/ "**Vendor**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and shall be deemed to mean and include its successors-in-interest and assigns), represented by its signatory _____) duly authorized vide board resolution _____, being party of the **First Part;**

**AND**

***[If the Allottee is a company]***

_____, (CIN No.____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its signatory,___, authorized (Aadhar No._____) duly authorized *vide* board resolution dated _____,

*[OR]*

***[If the Allottee is a Partnership]***

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of businessq at_____, (PAN _____), represented by its authorized partner, _, (Aadhar No._____) authorized *vide*_____,

*[OR]*

***[If the Allottee is an Individual]***

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN_),

*[OR]*

***[If the Allottee is a HUF]***

Mr.__, (Aadhar no. ___) son of _____ aged about____for self and as the Karta of the Hindu Joint Mitakshara Family known as ____HUF, having its place of business/residence at_____, (PAN_____)

(hereinafter jointly or individually, as the case may be, referred to as the **"Buyer"**, which expression shall, unless it be repugnant to the subject, context or meaning thereof mean and shall be deemed to mean and include, where the context herein demands or requires, all the respective legal heirs, representatives, administrators, executors, successors and permitted assigns)party of the **Second Part**.

The '**Promoter**'/ '**Vendor**' and the **'Buyer'** are hereinafter collectively referred to as the **"Parties"** and individually, as **"Party"**.

**WHEREAS:-**

A. The Promoter has acquired land admeasuring _____ acres (_____ sq. mtrs.) situated at Village Harsaru, Sector 88A, Gurugram Manesar Urban Complex, Haryana ("**Said Land**"), vide registered Sale Deed bearing Vasika No. 4895, registered on 02.07.2024 in the office of the Sub-Registrar, Harsaru.

B. The Promoter has obtained License No. 135 of 2024 dated 04.11.2024 ("**License**") from the Director, Town and Country Planning, Haryana ("**DTCP**"), under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules made thereunder, for the development of a mixed-use colony under the TOD Policy to be developed on the Said Land ("**Mixed-Use Colony**"). The Promoter has developed a portion of the Said land/Mixed-Use Colony on land admeasuring 7.095715 Acres out of 7.81875 acres as per Revised demarcation cum zoning memo no. LC-5417/SD(RD)/2025/47061 Dated 11.12.2025, Revised Phasing Plan Memo No,ZP-2181/JD(RA)/2026/35150 dated 30.09.2026 and Revised site plan/ building plan Memo No. ZP-2118/SD(RD)/2026/35281 dated 01.10.2026 for Phase-1 & EWS Block ("**Project Land**"). The Promoter reserves the right to develop future expansion on the Said Land as in phases as may be approved by the competent authority.

C. The Project Land is being utilized for the development of a mixed- use colony, situated in Sector 88A, Gurugram Manesar Urban Complex, Haryana, consisting of residential apartments, commercial units, along with associated infrastructure and amenities. The said project developed on the Project land shall be known as " **EXPERION EMERELLE RESERVE"** (hereinafter referred to as the "**Project**"). The development of the Project is subject to the necessary sanctions and approvals granted by DTCP.

D. The Project comprises of **Two Residential and One EWS Block ("Towers")** comprising of apartments, commercial units constructed/ developed along with required amenities, infrastructural facilities, commercial areas, Common Areas and Community Building, as may be prescribed under the Applicable Laws, License and Building Plans. However, at any time during the development and construction of the Project and subject to the approval of the DGTCP/DTCP and/or any other Competent Authority, the Developer, after following the due process of law, may revise the Building Plans as may be necessary in the best interest of the development of the Project.

E. The Promoter is vested with authority to develop, construct, market, sell and maintain the Project on the Project Land. Such powers, inter alia, include all powers to promote, brand, market and sell the apartments in the Project, receive applications for booking and allotment, formulate terms and conditions for sale, make allotments and otherwise deal with, negotiate, finalize, sign and execute this Conveyance Deed, file the Deed of Declaration under the Apartment Act and execute all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Conveyance Deed. The Promoter is also authorized to receive the Consideration and other charges and dues as stated in this Conveyance Deed or as otherwise may be due and payable with respect to the Project Land/Apartment/Project and to give valid receipts thereof and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

F. The Buyer had entered into an agreement for sale dated _____ ("**Agreement for Sale**") by and under which the Buyer was allotted the residential apartment/commercial unit bearing No. ____ on the ___th floor in the Tower Name/ No. ___ at the having Carpet Area of _____ square meters (equivalent to _____ square feet), along with all easements, interests, privileges, rights and benefits attached thereto including other rights and entitlements in the Project as per provisions of the Apartment Act (hereinafter referred to as the "**Apartment**"/ "**Unit**") and as per Real Estate (Regulation and Development) Act 2016 along with Haryana Real Estate (Regulation and Development) Rules 2017, with specifications set out in **Schedule II** and lay-out plan set out in **Schedule III** and exclusive right to use designated car parking space no. _____ ("**Car Park Space**") in the Project for the Total consideration of Rs. _____/- (Rupees _____Only) ("**Consideration**").

G. The Buyer hereby assures and confirms having relied upon independent investigations, discretion and judgment in deciding to purchase the Apartment/Unit and having not relied upon or based the purchase decision on any marketing brochures, advertisements, presentations, architect's plans, sales plans, or any representations, statements or estimates of any nature whatsoever, whether written or oral, that might have been made by the Developer or its representatives. The Buyer hereby acknowledges having also undertaken all the necessary due diligence related to the Apartment/Unit in the Project on the Project Land. The Buyer has full knowledge of and understands all the Applicable Laws relating to the Project/Mixed Use Colony and the Project Land and confirms that the Developer has provided all information, drawings, specifications, layout plans, documents and clarifications as demanded by the Buyer and has therefore, entered into this Conveyance Deed on being fully and completely satisfied with regard to the authority, capacity and competence of the Developer to execute this Conveyance Deed. The Buyer has inspected the Apartment/Unit (including the verification of Carpet Area) and found it to be in fit and proper condition and as per provisions of the Agreement for Sale.

H. The Promoter has clarified to the Buyer that Building Plans of the Project contain other areas/units besides the residential apartments/commercial units such as Common Areas, dwelling units for economically weaker sections of society as required under the Applicable Laws, commercial areas/shops, Community Building, nursery schools etc. However, this Conveyance Deed is limited in its scope to record the sale, conveyance and transfer of the Apartment along with other rights and entitlements in the Project as per the Apartment Act and exclusive right to use the Car Park Space, absolutely and forever, in favour of the Buyer.

I. Relying on the confirmations, undertakings, representations, and assurances of the Buyer to faithfully abide by the terms, conditions and stipulations contained in the Agreement for Sale and this Conveyance Deed, based upon the information provided by the Buyer, the Developer has agreed to execute this Conveyance Deed. The Buyer hereby agrees and acknowledges that the ownership and occupation of the Apartment/Unit will be subject to Applicable Laws and fulfillment of obligations detailed in the Agreement for Sale and this Conveyance Deed and unconditionally undertakes to abide by and comply with the same at all times including even after execution of this Conveyance Deed.

J. The Project has been registered under the provisions of Real Estate (Regulation and Development) Act 2016 with the Haryana Real Estate Regulatory Authority at Gurugram under Registration No. _____ of _____, dated _____;

K. **NOW THEREFORE** in furtherance to receipt of the entire Consideration, the Parties are executing this Conveyance Deed.

**NOW THEREFORE IT IS WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS**

In this Conveyance Deed, unless otherwise repugnant or contrary to the subject, context or meaning thereof, the following words, terms and expressions as used herein shall have the same meaning as ascribed to them hereunder and words, terms and expressions that are not specifically defined herein shall carry the meanings as the provision and context in which they are used herein may ordinarily demand and otherwise as may be consistent, congruent and coherent with the manifest intent, purpose and meaning of this Conveyance Deed:-

i. **'Act'** shall mean the Haryana Development and Regulation of Urban Area Act, 1975 and the Punjab Scheduled

Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 including any statutory enactments, amendments or modifications thereof and any rules and regulations framed there under;

ii. '**Apartment'/ 'Unit'** shall have the meaning assigned to it in Recital F;

iii. **Agreement for Sale'** shall have the meaning assigned to it in Recital F;

iv. **'Apartment Act'** shall mean the Haryana Apartment Ownership Act, 1983 including any statutory enactments, amendments or modifications thereof and any rules and regulations framed thereunder;

v. **'Application Form'** shall mean and refer to the application form submitted by the Buyer for booking of an apartment as of the date mentioned therein along with the payment of the part of the bookingamount towards the Consideration for the Apartment and exclusive right to use the Car Park Space;

vi. **'Applicable Laws'** shall mean and refer to all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Competent Authority or any Person authorized to act under such Competent Authority from time to time in relation to the Developer/Project Land/Project/Apartment/ Buyer/Conveyance Deed and includes the Act, FEMA, TP Act and the Apartment Act;

vii. **'Approvals'** shall mean and include any permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or as may be necessary and required to be obtained from a Competent Authority in relation to the Project Land/Project/ Conveyance Deed / Apartment;

viii. **'Association'** shall mean the association of apartment owners at the Project formed in terms of provisions of the Apartment Act.

ix. **'Buyer**' shall mean, jointly and severally, the Party of Fourth Part of this Conveyance Deed;

x. '**Building Plans**' shall have the meaning assigned to it in Recital C;

xi. '**Bye-Laws**' shall mean the bye-laws of the Association for the administration of the Project, as provided under the Deed of Declaration in terms of provisions of the Apartment Act.

xii. '**Car Park Space**' shall have the meaning ascribed to it in Recital F;

xiii. "**Carpet Area**" of the Apartment shall mean and include the net usable floor area of the Apartment and the area covered by the internal partition walls including shear walls and columns within the Apartment and shall exclude the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area;

xiv. '**Common Areas**' shall include all areas in the Project which are provided for functional operation of all apartments and other areas meant for common use of all the occupants as provided under the Agreement for Sale or declared under the deed of declaration including amended deed of declaration.

xv. '**Community Building**' shall have the meaning as is ascribed in sub clause 9.1 hereunder;

xvi. '**Competent Authority**' shall mean and refer to any Central/State or Municipal judicial, quasi-judicial, government or semi-government authority, body, department, agency or instrumentality(whether statutory or otherwise)having authority or jurisdiction over the Developer, the Conveyance Deed, the Apartment, Project and/or Project Land under Applicable Laws;

xvii. '**Consideration**' shall have the meaning ascribed to it under Recital F;

xviii. '**Condominium**' shall mean the Project called "_____" and includes the Project Land forming part thereof;

xix. '**DGTCP**' shall mean the Director General, Town and Country Planning, Government of Haryana formerly known as the Director, Town & Country Planning and any other Person as may duly be authorized to exercise such powers;

xx. '**Deed of Declaration**' means the declaration registered by the Land Owners with the office of Sub Registrar, Gurugram as Deed of Declaration registered Vide _____ dated _____ under the provisions of the Apartment Act;

xxi. '**EDC**' shall mean the external development charges as applicable under the Act and payable by the Buyer as levied or as may be levied at any time in the future by the Competent Authority including with retrospective effect, if any, as the case may be;

xxii. '**IDC**' shall mean the infrastructure development charges in relation to the Project Land/Project as applicable under the Act and payable by the Buyer as levied or as may be levied by the Competent Authority at any time in the future including with retrospective effect, if any;

xxiii. '**FEMA**' shall mean and refer to the Foreign Exchange Management Act, 1999 including amendments and modifications thereto, if any and rules and regulations framed thereunder;

xxiv. '**Maintenance Agreement**' shall have the meaning as is ascribed in sub clause 8.2 hereunder;

xxv. '**Maintenance Charges**' shall mean all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc, payable by the Buyer to the Association/Maintenance Agency, as the case may be, for the maintenance of the Common Areas in the Project and does not include the charges for actual consumption of utilities in the Apartment, which shall be charged on actual consumption basis;

xxvi. '**Maintenance Agency**' shall have the meaning as is ascribed in sub clause 8.2 hereunder;

xxvii. '**Occupation Certificate**' shall mean the one or more written permission(s) given for occupation and use of the apartments, upon completion of construction and development of the Project thereof by the DGTCP/DTCP ;

xxviii. '**Person**' shall mean any individual, sole proprietorship, partnership firm, unincorporated association, body corporate, corporation, joint venture, trust, society, any government or quasi government authority or any other juridical entity or lawful organization;

xxix. '**PLC**' shall mean the preferential location charges, if any, payable in respect of the Apartment;

xxx. **'Project'** shall have the meaning as is ascribed in Recital C hereinabove;

xxxi. **'Project Land'** shall have the meaning as is ascribed in Recital A hereinabove;

xxxii. '**Recitals**' shall mean the recitals to this Conveyance Deed;

xxxiii. '**Schedules**' shall mean all the schedules as are attached to this Conveyance Deed;

xxxiv. '**TP Act**' shall mean the Transfer of Property Act, 1882;

**2. INTERPRETATION -**

The following rules of interpretation shall apply to this Conveyance Deed -

(i) Reference to any statute, legal provision or regulation made shall include the particular statute, legal provision or regulation as amended, re-enacted, validated, substituted, overridden or replaced from time to time;

(ii) Reference to a document includes that document as modified/replaced from time to time;

(iii) Reference to a specific gender includes the other;

(iv) Reference to the singular includes the plural and vice versa;

(v) Reference in this Conveyance Deed to such terms as **"herein", "hereto", "hereunder", "hereof", "thereof", "hereinafter"** etc. or similar terms as used in this Conveyance Deed shall refer to and mean a reference to this Conveyance Deed and not to the particular provision in which the said term has been used, unless the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to the clauses, sections or other provisions of this Conveyance Deed;

(vi) Headings/captions of provisions of this Conveyance Deed are indicative of the contents of such provisions and do not mean, indicate, signify, imply or otherwise purport to define, limit or otherwise restrict, condition or qualify the scope and extent of such provisions or this Conveyance Deed or the intent, extent and application of any of such provisions carrying such headings/captions. The construction and interpretation of any provision in this Conveyance Deed shall be as is consistent with its intent and purpose as manifest by reading the Conveyance Deed as a whole and not by interpreting any particular provision in isolation or in parts thereof or only in terms of the headings/captions as may be provided thereto;

(vii) The Recitals and Schedules are an integral part of this Conveyance Deed and any provision contained therein including any undertaking, representation or warranty shall be binding upon the Parties;

(viii) The words '***in writing***' or '***written***' include any communication sent in writing by registered letter, electronic mail and any attachment thereto, recognized courier, airmail, having all charges being pre-paid, and/or facsimile transmission by either Party;

(ix) The currency amounts are stated in Indian Rupees unless otherwise specified.

**3. CONVEYANCE**

3.1 In consideration of the payment of the receipt of the Consideration of Rs. _____/- (Rupees _____ Only) and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Buyer stated in this Conveyance Deed, the Apartment/Unit is hereby sold, conveyed and transferred in favour of the Buyer absolutely and forever, free from all encumbrances, along with other rights and entitlements in the Project as per the Apartment Act along with exclusive right to use the Car Park Space.

**4. CAR PARKING SPACE**

4.1 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, except for the exclusive right to use the same for himself or for his visitors. The Buyer agrees and understands that the Developer has granted the exclusive right to use the Car Park Space to him as per the Developer's policy and model adopted in selling the built up apartments/units in the Project. The Buyer agrees and undertakes not to raise any objection or dispute in the event the Developer has granted or agreed to grant car park spaces, greater than what has been granted to the Buyer herein, to any other allottee/buyer in the Project. As the Car Park Space is an integral and indivisible part of the Apartment, the Buyer undertakes not to transfer the exclusive right to use the same in favour of any third party without the conveyance, sale, transfer and assignment of the Apartment. All clauses of this Conveyance Deed, shall, mutatis mutandis, apply to the Car Park Space.

4.2 The Buyer understands and acknowledges that there are certain limited/restricted common areas and facilities in the Project under the provisions of the Apartment Act as mentioned in the Deed of Declaration and such limited common areas and facilities shall also include, amongst others Car Park Space and Terraces.

4.3 The Buyer shall not be permitted to use any other car parking space except the allocated Car Parking Space unless otherwise as may be agreed by the Developer. The Developer reserves its to otherwise deal with all unallocated car parking spaces at its sole discretion even if there are any requests from buyers for allocation of additional car parking spaces. The availability of additional unallocated car parking spaces shall not be deemed to confer any privilege or any right upon the Buyer to demand or otherwise claim any preferential right to be allocated any of such unallocated additional car parking spaces in the Project/Said Colony at any time.

**5. COVENANTS TO THE APARTMENT**

5.1 Except for the right, title and interest of the Buyer as may be specified by the Developer in the deed of declaration and amended declaration executed and registered by the Developer with the Competent Authority in compliance of the Apartment Act which shall define, limit and govern such right, title and interest of the Buyer and which will be conclusive and binding on the Buyer, there will be no ownership rights over any of the Common Areas as may be described for the purposes of such Deed of Declaration. The Buyer shall use the Common Areas subject to the terms

and conditions which shall be more specifically described by the Developer in its Deed of Declaration and subject to the by-laws of the Condominium/Association, Conveyance Deed, Maintenance Agreement and provisions of the Apartment Act. It is hereby clarified and agreed that except as provided herein, in no other case shall the Buyer be entitled to have any exclusive use and/or occupation of any of the terraces of any building in the Project.

5.2 Notwithstanding the generality of the foregoing, it is hereby clarified and agreed that the buyers of apartments and penthouses having exclusive right to use and maintain terraces of such dwellings shall not however, be permitted to raise any construction thereon (temporary or permanent). In case, the Applicable Laws change at any time, before or after the execution of the Conveyance Deed that permit the Developer to undertake any further construction upon the Project Land, the Developer may undertake additional construction anywhere on the Project Land at its sole and absolute discretion and transfer such construction/development right to any third party upon such terms and conditions as the Developer may at its discretion determine and stipulate and the Buyer shall not have any objection or cause any let, protest, hindrance or obstruction in this respect or otherwise claim any right to construct on such terraces due to any such change in the Applicable Laws. Any modification/construction if undertaken by the Buyer on the terraces on any part thereof shall be deemed to be unauthorized and shall be demolished at the instance of the Developer/Competent Authorities without payment of any compensation for any loss or damage and/or for any consequential damages as may be alleged to have been caused to the Buyer. If the Developer is penalized by a Competent Authority for any such unauthorized construction carried out by the Buyer on the terraces, the Buyer hereby undertakes to be exclusively and directly responsible for the same and to indemnify and keep the Developer saved and harmless in this connection at all times.

5.3 It is hereby agreed and understood by the Buyer that the proportionate inclusion of areas under Common Areas in the computation of the Sale Area does not confer any exclusive ownership in such Common Areas to the Buyer.

5.4 The building tower in which the Apartment is located has been completed and the necessary part Occupation Certificate in respect of the said building/tower has been obtained from the Competent Authority. However, the Promoter has made it clear to the Buyer that as far as the other buildings/towers in the Project are concerned the same is being completed in parts and the Promoter shall obtain the part occupation certificates for the same in future. Until the conveyance deed or other appropriate deeds and documents in respect of all the apartments/units in the Project have been executed by the Promoter in favour of the all prospective buyers, and till the Promoter utilizes the entire FSI in the Project in a manner permitted under the Applicable Laws, inclusive of any additional license as may be obtained by the Promoter, the Promoter shall have sole control and full authority in respect of all matters concerning the Project and further constructions thereof and in particular, over the unsold apartments. The Buyer furthermore is aware that, the Promoter is constructing a larger layout and there are several other buildings that are under construction stage and some additional structures may require to be constructed as may be decided by the Competent Authority at a later date, to which the buyer acknowledges and shall not raise any objection whatsoever. The Buyer confirms and gives his specific consent to the same and shall not raise any objection in this regard. The Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/near the building/tower in which the Apartment/Unit is located, and if any inconvenience, hardship, disturbance or nuisance is caused to the Buyer during the said works or construction, the Buyer shall neither be entitled to protest, object to or obstruct the execution of such work or construction nor be entitled to claim any compensation and/or damages from the Promoter in this regard.

5.5 The Buyer accepts, confirms and acknowledges that the Apartment/Unit is free from any kind of defect and the Buyer has visited and checked the Apartment/Unit pursuant to notice of possession.

**6. HANDOVER OF POSSESSION OF THE APARTMENT/UNIT**

6.1 Upon execution and registration of this Conveyance Deed, the Promoter shall hand over the vacant, physical and peaceful possession of the Apartment/Unit to the Buyer. The Buyer has fully satisfied himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Apartment/Unit are as per the specifications stated in **Schedule II** hereto. On and from the date of execution of this Conveyance Deed, the Buyer shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Buyer shall be responsible for any loss or damage to the Apartment arising from the deterioration, injury or decrease in value of the said Apartment/Unit. Further, the Buyer shall be liable to bear and pay the proportionate charges of all outgoings /charges in respect of the said Apartment/Unit as may be levied by the Promoter or Association or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. under the Applicable Laws.

6.2 Regardless of the Buyer assuming possession or not and notwithstanding whether the Apartment/Unit is occupied or vacant, the Buyer shall exclusively be responsible and liable for payment of municipal/house tax /property tax as levied by the Competent Authority on the Apartment/Unit and hereby undertakes to pay all such taxes and charges regularly besides the Maintenance Charges.

**7. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE BUYER**

The Buyer agrees, confirms and covenants to the Promoter as under -

7.1 Upon assuming possession of the Apartment/Unit, the Buyer may, subject to the approval of Association/Maintenance Agency, carry out interior works in the Apartment/Unit as per requirement and use provided no structural alterations or modifications are done to the Apartment/Unit and no walls or any other permanent structures and/or internal wall are broken or new walls or permanent constructions made that changes the internal layout plan of the Apartment/Unit. The Buyer shall ensure that no work carried out by him will in any manner affect the apartments of other owners or Common Areas. In the event any damage is caused to the Apartment/Unit, other apartments/units or Common Areas, the Buyer shall solely be responsible for making good such loss and damage at his own risk as to cost and consequences and shall keep the Promoter indemnified at all times.

7.2 Any internal works carried out in the Apartment/Unit shall not cause any damage to the Apartment/Unit, electrical systems, plumbing and fire-fighting system. The operating electrical load of all appliances installed inside the Apartment/Unit e.g. ovens, air conditioners, coolers, water heaters and convectors, microwave ovens, refrigerators, televisions, lighting and other fixtures, fittings and home appliances shall not exceed the electrical load provided for the Apartment and shall not pose any risk or hazard of fire. Any damage caused to the Project including Common Areas due to such internal works shall be made good solely at the cost of the Buyer.

7.3 The Buyer shall maintain the Apartment/Unit in good order and shall ensure timely and proper maintenance of all its walls, partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good condition and maintain the same at costs to be borne entirely by the Buyer.

7.4 The Buyer has understood and agreed to comply with the terms and conditions of sale of the Apartment/Unit as set forth in detail in this Conveyance Deed and understood his rights, obligations and liabilities in respect thereto.

7.5 The Buyer shall comply with the provisions of the Apartment Act and execute the deed of apartment as required under the provisions of the Apartment Act.

7.6 The Buyer agrees and undertakes not to display any name, address, signboard,/name-plate, neon-light, publicity

material, advertisement material, billboards, hoarding, on the external façade of the Apartment/Unit/Tower. The Buyer would be permitted to place a name board/plate at the entrance to the Apartment/Unit only at the designated place specified in this behalf.

7.7 The Apartment/Unit shall be used for residential/commercial purposes only, as the case may be and in a manner that does not cause any nuisance or annoyance to occupants of other apartments in the Project/Said Colony. The Buyer shall not conduct any illegal or immoral activity in the Apartment/Unit or do or suffer anything to be done in or about the Apartment/Unit which is contrary to public policy or Applicable Laws. Any storage of hazardous, combustible or inflammable materials and toxic chemicals that may cause damage to flooring, walls or ceilings of the Apartment/Unit or to other apartments/units is expressly prohibited except in such small quantities as necessary for residential/commercial living as per Applicable Laws. If the Buyer uses or permits use of the Apartment/Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Developer shall be entitled to proceed against the Buyer for such remedies as may be available under Applicable Laws.

7.8 The Buyer shall not carry out any additions or modifications, temporary or permanent, in the Apartment/Unit or do anything that alters or changes the façade, color scheme and texture of the Apartment/Unit and shall not put up any structure, (temporary or permanent), to cover balconies or any open areas, common or shared with other residents and in particular, shall neither do nor permit to be done or suffer anything to be done in any manner to the Apartment/Unit/Tower or to any part thereof, the staircases, elevators, shafts, windows, common passages or anything connected with or pertaining to the Apartment/Unit/Tower which would violate any rules and bye-laws of municipal authorities and/or Applicable Laws for the time being in force or any notification or rule of any Competent Authority. In particular, the Buyer shall abide by the following:-

(i) The lobbies, entrances/exits and stairways of the buildings shall not be obstructed or used for any purpose other than ingress and egress from the Apartment;

(ii) The Buyer will not install any window shades, awnings, window grills, air conditioning/heating units or any other equipment in the Apartment/Unit (except at such designated place inside the Apartment/Unit as may be specified by the Promoter) that alters, changes or modifies the external façade of the Apartment/Unit/Tower;

(iii) The Buyer shall keep the Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies there of any garbage/waste material or other substances;

(iv) No article shall be placed in any staircase landings or fire refuge areas nor shall anything be hung in public view from windows, terraces or balconies at any time;

(v) Vehicles shall be parked only at designated Car Parking Space and visitors shall park vehicle only in designated available visitor car parking spaces (if any). No vehicle shall be parked in any open space or in any manner that impedes, restricts, obstructs or prevents access to entrances of Towers or the Project or of any Common Areas, Community Building etc.;

(vi) The Buyer shall neither encroach upon any of the Common Areas, passages and corridors or obstruct any amenities/services available for common use nor store any article in such areas or block the same in any manner whatsoever;

(vii) The Buyer shall not be entitled to install personal electricity generator(s) for providing power backup to the Apartment/Unit. However, battery-operated inverters/UPS systems within the Apartment shall be permitted, if required;

(viii) The Buyer shall not sub-divide the Apartment/Unit or otherwise modify or convert the same into separate dwelling units within the Apartment/Unit by any private arrangement or through a transfer of any description. No partial sale of any portion of the Apartment shall be permitted at any time and it is hereby expressly declared and agreed that while use and occupation within the terms of this Conveyance Deed shall be at the discretion of the Buyer, the ownership of the Apartment shall be as per the records of the Developer and otherwise as permissible under this Conveyance Deed and Applicable Laws. Provided however, that if Applicable Laws permit transfer of the Apartment in a manner that this Conveyance Deed does not permit, the Applicable Laws shall prevail over this Conveyance Deed.

(ix) The Buyer further accepts/undertakes to install and use Light-Emitting Diode Lamps(LED)for internal lighting in the entire Apartment/Unit, so as to conserve energy and save environment.

7.9 The Buyer shall not do or permit to be done any act or thing which may render void/voidable any of the insurance policy(ies)purchased by the Developer/Association/Maintenance Agency or which may lead to imposition of adverse specific conditions, warranties and deductibles by the insurer or cause any increase in premium cost in respect thereof. Any increase in the premium cost attributable to any act of omission and commission on the part of the Buyer shall be due and payable to the Developer/Association/Maintenance Agency by the Buyer.

7.10 The Buyer undertakes to permit the authorized representatives of the Developer/Association/Maintenance Agency to enter the Apartment at all reasonable hours(unless exigencies of maintenance warrant otherwise)for the purposes of inspection and/or for repairing any part of the Apartment having any bearing upon common services and/or other apartments and for carrying out any emergency and scheduled maintenance of any common services, facilities and amenities for the Apartment/Unit/other apartments/units/Project.

7.11 The Buyer agrees that if due to any change in Applicable Laws, further construction on the Project Land becomes permissible, the Developer, at its discretion and without any notice to the Buyer, shall be entitled to undertake additional construction at any time and deal with the same without any hindrance, let or obstruction and the Buyer agrees that the Developer shall also be entitled to connect any of the Project's facilities and utilities i.e. electricity, portable and other water, drainage/sewerage system etc. To any such additional construction without any compensation.

7.12 The Buyer represents being of legal capacity and competence to execute this Conveyance Deed and that all clearances, approvals, consents, permissions, sanctions or anything required under Applicable Laws and agreements executed by the Buyer with any third party to execute this Conveyance Deed have been duly obtained and shall be maintained as may be required of the Buyer under Applicable Laws. The Developer shall not be required to verify whether the Buyer is in such compliance and it shall be incumbent on the Buyer to ensure that no violation of Applicable Laws or breach of any agreements executed by the Buyer are committed by the Buyer in executing this Conveyance Deed. The Buyer undertakes to be exclusively responsible and fully liable for the same and agrees to keep the Promoter saved, indemnified and harmless in this connection at all times.

7.13 The Buyer shall be responsible and liable to bear all the present/future applicable taxes/levies/cesses/duties and/or any increase(s) thereto at any time (whether before or after the execution of the Conveyance Deed) including stamp duty, GST, Work Contract Tax, municipal taxes, local taxes and any charges/taxes levied or leviable against the Apartment in respect of the construction and development of streets, roads, highways, bridges, power transmission lines, water and sewerage pipeline extensions and any other charges for the enhancement and/or provision of infrastructural facilities and government levies which may be imposed by a Competent Authority in relation to the Project Land, the Project and its related infrastructure and facilities.

7.14 The basement and all service areas of the Project/Said Colony and any land forming part of the Project Land may

be used to house common services, including but not limited to fire-fighting engines, pumps and compressors, plant, equipment and machinery for air-conditioning, transformers, sub-stations, DG sets, water tanks, pump rooms, maintenance, service and control rooms, effluent treatment plant, waste collection and treatment, emergency evacuation and assembly, fire-fighting equipment and other permitted uses as per Zoning/Building Plans. The Buyer shall not be permitted to use any of such areas in any manner whatsoever and the same will be reserved for use by the Developer/Association/Maintenance Agency and its staff and employees for rendering services for the Project/Said Colony.

7.15 The Buyer agrees and confirms that all provisions of this Conveyance Deed and those contained in the schedules attached hereto are specific, relevant and applicable to the Apartment/Unit and none of such provisions can be read in evidence or interpreted for purpose of any suit or proceedings pertaining to any other project/group housing colony of the Promoter anywhere in the world or in which the Promoter may be interested in or may have any business interest therein or otherwise. Likewise, any agreement that the Promoter may have with customers of any other project/mixed use colony/township of the Developer anywhere in Gurugram or elsewhere shall not be read as evidence or be interpreted for purpose of any suit/proceedings pertaining to the Apartment/Unit and this Conveyance Deed.

7.16 The Buyer agrees that any change in any Applicable Laws shall automatically entitle the Promoter Promoter to make such amendments, alterations, modifications and changes in the Project or any part thereof and in this Conveyance Deed, as such change in the Applicable Laws may require in the best interest of the development of the Project.

7.17 The Buyer agrees that the Promoter shall enter into separate agreement(s) with owners of school sites and commercial premises as these are also Apartments/units as per the Apartment Act and the Buyer agrees and confirms not to raise any dispute/objection in this regard at any time during occupancy of the Apartment/Unit or thereafter.

7.18 In case the Buyer has obtained loan or financial assistance from banks/financial institution, the original of this Conveyance Deed once executed and registered shall be handed over to such banks/financial institution.

7.19 If at any time post the date of execution of this Conveyance Deed, there is any revision in the statutory charges (including but not limited to EDC or IDC) due to enhancement in government and statutory dues /taxes/cess/charges under the Applicable Laws, due to any change/amendment/modification to the Applicable Laws, or if the Promoter are required to be pay some additional statutory charges for the period of construction, increase of deposits/charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively, then the differential proportionate charges shall be subject to adjustments. The Buyer agrees and confirms to pay the same to the Promoter as and when informed by the Promoter.

7.20 In case any demands are made by any Competent Authority in respect of the Project Land and the Project after execution of the Conveyance Deed for which the Developer is held responsible and/or liable, the Buyer shall be liable to share in all such demands in the proportion that Carpet Area of the Apartment bears to the total carpet area of all apartments in the Project and such share shall be recoverable from the Buyer and shall be paid by the Buyer upon first demand made by the Promoter.

**8. FORMATION OF ASSOCIATION AND MAINTENANCE OF THE PROJECT**

8.1 The Buyer, along with other apartment/unit owners in the Project, shall join as member of the Association as required under the Apartment Act. The Buyer shall also from time to time, if required by the Promoter or the Association, sign and execute the application for membership and other papers, instruments and documents in this

regard and return the same to the Promoter or Association, as the case may be, within 15 days from the same being forwarded to the Buyer. The rights of the Buyer to the use of Common Areas in the Project shall be regulated by the Bye-Laws and other rules and regulations of the Association and applicable laws. The Buyer shall cooperate in good faith with the operation and management of the Association and shall not without reason obstruct in functioning and affairs of the Association.

8.2 The Buyer understands that for the proper upkeep and maintenance of the Project including the Common Areas, the Promoter/Association may appoint a maintenance agency ("**Maintenance Agency**"). The Buyer undertakes to execute a separate maintenance agreement in this regard. The Buyer undertakes to abide by the Maintenance Agreement and to make timely payments of all charges for maintenance as may be raised by the Association/Maintenance Agency from time to time, whether or not the Buyer is in occupation of the Apartment/Unit or not.

8.3 The Buyer agrees that the Association/Maintenance Agency shall have a charge/lien on the Apartment/Unit to the extent of all dues towards Maintenance Charges and other sums payable under the Maintenance Agreement and this condition/obligation shall run with the Apartment/unit under the Applicable Laws and will survive conveyance of the Apartment to any transferee by the Buyer;

8.4 The Association/Maintenance Agency shall render its maintenance services only with respect to the Common Areas and amenities within the Project. The Buyer hereby agrees and accepts that provision of such maintenance services shall at all times be subject to timely payment of costs, charges, fees and expenses for the same(by whatever name called), including but not being limited to payment of fixed as well as variable consumption-linked charges for electricity, water and other periodic maintenance charges as determined by the Association/Maintenance Agency ("**Maintenance Charges**") payable as per the Maintenance Agreement in the proportion that the Sale Area of the Apartment/Unit bears to the total sale area of all the apartments in the Project.

8.5 The buildings, plant, equipment, machinery and other assets at the Project provided for common services and facilities, Community Building and Maintenance Services may be insured by the Developer/Association/ Maintenance Agency on behalf of all the owners of the Project and the premium cost thereof shall be payable as part of the Maintenance Charges. However, the insurance of personal belongings, fixtures, fittings and other property of the Buyer inside the Apartment/Unit shall be the responsibility of the Buyer. The Buyer shall not do or permit to be done any act or thing which may render void/voidable any of the insurance policy(ies) purchased by the Developer/Association/Maintenance Agency or which may lead to imposition of adverse specific conditions, warranties and deductibles by the insurer or cause any increase in premium cost in respect thereof. Any increase in the premium cost attributable to any act of omission and commission on the part of the Buyer shall be due and payable to the Developer/Association/Maintenance Agency by the Buyer.

8.6 The Buyer shall pay the maintenance deposit in accordance with the Maintenance Agreement and undertakes to make further contributions to the maintenance deposit, when necessary and upon demand of the Promoter/ Association/Maintenance Agency.

8.7 If the Buyer transfers the ownership of the Apartment/Unit by way of sale, gift or testamentary bequest or any other instrument to any Person, and the same is in accordance with Clause 12.1, upon furnishing of appropriate proof of transfer to the satisfaction of the Promoter/Association/Maintenance Agency along with other documents as may be required by the Promoter/Association/Maintenance Agency, the maintenance deposit and the interest-free security deposit for the Community Building shall be duly credited to the account of the transferee.

**9. COMMUNITY BUILDING / COMMUNITY CENTRE**

9.1 In accordance with the Building Plans, the Said Colony has a community building/community centre ("**Community Building**") for social and recreational purposes of buyers of apartments in the Project. The Buyer agrees that subject to the provisions of the Apartment Act, the Promoter may transfer the operation, management and control of such Community Building and the Common Areas to the Maintenance Agency/Association on such terms and conditions as the Promoter may deem fit. The Buyer's right to use the Community Building shall be contingent upon faithful adherence of rules and regulations governing such use and on payment of related charges as may be decided by the Promoter/Maintenance Agency/Association. All such charges will be in addition to Maintenance Charges.

9.2 The Community Building shall be a part of the Common Areas and the Buyer shall not have any exclusive right, title or interest in the same. Its use shall be subject to the terms and conditions as may more specifically be described by the Developer in its Deed of Declaration and under the provisions of the Apartment Act.

**10. APPLICABILITY OF PROVISIONS TO OCCUPIERS, TENANTS, LICENSEES ETC.**

10.1 The provisions of this Conveyance Deed as well as the Maintenance Agreement and the obligations arising under them in respect of the Apartment/Unit or the Project shall be equally applicable to and enforceable against all occupiers, tenants, licensees etc. of the Apartment/Unit and to all subsequent purchasers, transferees, assignees, nominees of the Buyer and to all parties who may have any lawful lien upon the Apartment/Unit. The Buyer undertakes that in any dealing with the third party in relation to the Apartment, the Buyer shall disclose this Conveyance Deed and the Maintenance Agreement to the third party and procure that said third party complies with the provisions of this Conveyance Deed and the Maintenance Agreement as applicable to the said third party.

**11. DEVELOPER'S USE OF TERRACES OF BUILDINGS**

11.1 Terraces of all Towers in the Project containing apartments/units as well as of other buildings in the Said Colony may be used by the Developer, amongst other things, to use/hire/lease the whole or any part of the roof/terraces above the top floor of every building in the Project including all Towers (excluding the terraces forming part of any penthouse) for the installation and operation of antenna, satellite dishes, communication towers and other communication equipment as may be required for the benefit of the buyers of apartments in the Said Colony and use/hire/lease any terrace for advertisement purposes as permissible under Applicable Laws.

11.2 However, in case common amenities or facilities are provided on the roof/terraces for common use of owners of apartments in the Tower/Project/Said Colony, the Buyer shall be entitled to use such facilities, subject to timely payment of maintenance and other charges as may be specified by the Developer/Association/Maintenance Agency and the Buyer shall have no right or title of ownership of the same at any time.

**12. TRANSFER OF THE APARTMENT**

12.1 Any transfer or similar arrangement/agreement entered into by the Buyer shall be at his sole cost, expense, liability, risk and consequences.

However, before concluding any transfer of the Apartment, the Buyer shall be required to (i) pay all outstanding dues of Maintenance Charges and other charges as may be notified by the Association or Maintenance Agency at that time, and (ii) obtain a no dues certificate from the Association or Maintenance Agency in this regard.

In the case of obtaining any financial assistance and/or housing loan from any bank/financial institution, the

Promoter shall in no event be responsible or assume any liability and/or responsibility for any such loan and/or financial assistance which the Buyer may obtain from such bank/ financial institution.

For every such transfer, the Buyer shall comply all with Applicable Laws. The Buyer undertakes to keep the Promoter saved, indemnified and harmless at all times from any liability and/or any adverse consequence due to any such transfer by the Buyer.

**13. INDEMNITY**

The Buyer undertakes to indemnify and keep the Promoter, other occupants and Maintenance Agency and its officers/employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by the Promoter, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Conveyance Deed as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Buyer or willful misconduct and/or gross negligence on the part of the Buyer.

**14. GOVERNING LAW AND JURISDICTION OF COURTS**

This Conveyance Deed shall be governed by the laws of India. The Buyer agrees to abide by the Applicable Laws.

All or any disputes arising out or touching upon or in relation the Parties hereby submit to the terms and conditions exclusive jurisdiction of this deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate Act/Rules.

The rights and obligations of the parties under or arising out of this deed shall be construed and enforced in accordance with the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder including other applicable laws prevalent in the State of Haryana for the time being in force.

The RERA Authority/Adjudicating Officer or civil courts at Gurugram, as the case may be, shall have exclusive jurisdiction in Haryana to decide all matters arising out of relating to this Conveyance Deed.

**15. WAIVER**

Failure on the part of either Party to enforce, at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any such provisions or of the right thereafter. No waiver of any breach of any provision of this Conveyance Deed shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision herein. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**16. SEVERABILITY**

If any provision of this Conveyance Deed is determined to be void or unenforceable under the Applicable Laws, such provision shall be deemed to be amended or deleted exactly to the extent necessary so as to conform to such Applicable Laws and the remaining provisions of this Conveyance Deed shall continue to remain valid and enforceable by and between the Parties.

**17. ENTIRE AGREEMENT**

This Conveyance Deed along with its preamble, recitals and the schedules constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other understandings, any other agreements, correspondences, memorandums and arrangements whether written or oral, between the Parties. The Buyer represents that the execution of this Conveyance Deed that the Buyer has no disputes or claims with respect to the Unit or against the Developer. The Buyer with the execution of this Conveyance Deed accords his full and final satisfaction towards the complete discharge by the Developer of its obligations under the Agreement and this Conveyance Deed. This Conveyance Deed or any provisions hereof cannot be orally changed, waived or abrogated and any changes in any provisions or additional provisions must be set forth in writing duly signed and executed by the Parties.

**18. STAMP DUTY**

18.1 The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Conveyance Deed and the deed of Apartment/Unit (as required under the provisions of the Apartment Act); the proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of Applicable Law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Buyer as and when demanded by the Promoter/Association.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONVEYANCE DEED:**

**EXPERION DEVELOPERS PRIVATE LIMITED**
through its duly authorized representative

**Buyer(s)**

Witnesses:

1. 2.

**SCHEDULE II: SPECIFICATIONS OF THE APARTMENT**

**_____ - TOWERS (HIGH AND LOWRISE)**

| ZONE AREA | FLOORING | WALL FINISH | CEILING FINISH | DOORS (INTERNAL) | GLAZING | OTHERS |
|---|---|---|---|---|---|---|
| LIVING ROOM | | | | | | |
| ALL BEDROOM/DRESS | | | | | | |
| STUDY | | | | | | |
| KITCHEN | | | | | | |
| BALCONY | | | | | | |
| TOILETS | | | | | | |
| UTILITY ROOM | | | | | | |
| UTILITY BALCONY | | | | | | |
| COMMON AREAS | | | | | | |
| ZONE AREA | FLOORING | WALL FINISH | CEILING FINISH | DOORS | WINDOW/GLAZING | OTHERS |
| ARRIVAL/RECEPTION/SECURITY LOBBY AND CORRIDOR AREA | | | | | | |
| GROUND FLOOR LIFT LOBBY | | | | | | |
| TYPICAL LIFT LOBBY AND COMMON PASSAGES | | | | | | |
| STAIRCASE | | | | | | |
| EXTERNAL FINISHES | | | | | | |