INDIA NON JUDICIAL

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सत्यमेव जयते

Certificate No.	:	IN-DL21724186801794S
Certificate Issued Date	:	10-Feb-2020 08:14 PM
Account Reference	:	IMPACC (IV)/ dl871603/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL87160352623383568425
Purchased by	:	THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD
Second Party	:	OTHER
Stamp Duty Paid By	:	THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This Stamping / Franking forms an integral part of the RERA Agreement dated 5th Oct '20 signed by Experion Developers Private Limited with The Hongkong Shangai Banking Corporation Ltd.

For Experion Developers Private Limited

Director/Authorised Signatory

For Experion Developers Private Limited

Director/Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

RERA Account Terms and Conditions

These Terms and Conditions (T&Cs), are provided in respect of any current account opened in relation to any real estate project undertaken by the Customer in terms of the Real Estate (Development and Regulation) Act, 2016 and the rules and regulations made thereunder and by signing these T&Cs you agree to be bound by them at all times.

General Definitions

Authorised Persons

Any person(s) authorised to operate the RERA Account on behalf of the Customer and informed by the Customer to the Bank in writing at the time of account opening or such other person(s) authorised to operate the RERA Account from time to time and notified by the Customer to the Bank in writing.

Bank

The Hongkong and Shanghai Banking Corporation Limited, India.

Business Day

'Business Day' means any day on which Bank is open for normal banking business during normal banking hours in India.

Confidential Information means any information, about or relating to either Party or members of its group, received or accessed by the other Party in the course of the relationship established by them pursuant to the T&Cs, including without limitation, information relating to the business, operations, personal data or customers of the disclosing Party and these T&Cs.

Customer

'Customer' means any person or entity who avails the Services from the Bank in relation to a RERA Account.

Customer Instruction means any communication which is received by the Bank in relation to a Service which:

(a) contains the necessary information for the Bank to carry out the payment or other acts on Customer's behalf; and

(b) has, or in the reasonable opinion of the Bank, appears to have been provided by an authorised person.

HSBC Group

HSBC Holdings Plc and its subsidiaries and associate undertakings and any of their branches.

Services

'Services' refer to services in relation to the operation of the RERA Account accepted by the Bank in consideration of Customer's consent to these T&Cs.

Third Party

'Third Party' means and includes a representative, agent, correspondent bank(s), courier, vendor or any other third party appointed by the Bank to provide Services under the present T&Cs.

RERA Act

Shall mean the Real Estate (Development and Regulation) Act, 2016, as amended from time to time, and shall include any rules, regulations, circulars, clarifications, orders or the like issued thereunder, whether by the central government or the state government or any other governmental authority authorized in this regard, from time to time.

RERA Account

The current account or current accounts, opened by the Customer in relation to each real estate project with the Bank in terms of the RERA Act and which is to be operated and maintained in accordance with the terms RERA Act.

Experion Developers Private Limited

General Terms

Transfers

The Customer shall not provide any Customer Instruction to make any fund transfer which would be in contravention of the RERA Act or which would exceed the available funds in the RERA Account.

Confidentiality

The Bank may need to share, store or transmit Confidential Information about Customer or any of RERA Accounts, within the HSBC Group or with any agent or Third Party used by the Bank for the purpose of providing the Services. Any such sharing, storage or transmission of such Confidential Information will be done on a confidential basis and the Bank will endeavour to maintain strict confidentiality of such information within the HSBC Group. The Bank will also be permitted to disclose any such information: (a) if required by any applicable law including the RERA Act, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) the Bank deems disclosure necessary to provide Services.

Restrictions on the disclosure of Confidential Information shall not apply to information that:

a. is in or enters into the public domain other than in breach of the T&Cs;

b. is lawfully obtained by the recipient party from a third party or is already known by the recipient party, in each case without notice or duty to maintain it as confidential; or

c. was independently developed by the recipient party without reference to the disclosing party's Confidential Information.

Limitation of Liability

Notwithstanding anything contrary contained herein or elsewhere, the Bank shall have no liability to the Customer or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by the Bank, even if the Bank has been advised of the possibility of such damages.

Indemnity

Tthe Customer shall indemnify and hold harmless (from time to time and at all times) the Bank, its officers, and employees against all claims, damages, losses, liabilities, and costs or expenses (including legal fees) of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in relation to the Services performed by the Bank under these T&Cs, unless caused due to the gross negligence or wilful misconduct of the Bank, its officers or employees..

Force Majeure

The Bank will not be responsible for non-performance or delay in the performance of one or more Services that is caused by circumstances beyond its control. Circumstances beyond the Bank's control include, but are not limited to, fires, casualty, breakdown in equipment, communication line or systems failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war or other enactment, issuance or operation of any adverse governmental law, ruling, regulation, investigation, order or decree, or emergency that prevents the Bank from operating normally.

Change of Terms

a. The Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Customer anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities or other regulators or RERA Act or due to change in Bank's internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Customer.

b. Any amendment of these standard T&Cs, for reasons other than as proposed in (a) above shall not be effective unless it shall be reduced to writing through an amendment form and accepted by the Customer and the Bank.

Amendments made under this clause shall be deemed to be a part of these T&Cs and in case of any contradiction the Amendment Form shall prevail.

Term and Termination

These T&Cs will continue to be in effect until terminated by either party with at least thirty calendar days' prior written notice to the other party. These T&Cs shall remain valid until it is replaced by another set of T&Cs or terminated by either party whichever is earlier. If the Customer suffers distress or execution or commits an act of bankruptcy or goes into liquidation or if a Court Receiver is appointed over any part of the Customer's business/property, then the Bank shall, subject to the provisions of applicable law, including the RERA Act, have the right to terminate these T&Cs forthwith by serving the Customer with a written notice to that effect.

Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Customer and the Bank and the T&Cs shall be valid and binding to that extent.

Emaar Properties PJSC Limited

Provision of Services

These Services may be provided by the Bank either directly and/or through a Third Party. Customer agrees that any arrangements made by the Bank to facilitate the provision of these Services would be acceptable to them and that they agree to the operational procedure as advised by the Bank. Customer agrees that the Bank may appoint these Third Party(ies) at its sole discretion and without Customer's prior approval or knowledge.

Fees

The Customer agrees to pay to the Bank on a first written demand without any demur or protest such fees, costs, charges, duties, interest and expenses as stipulated by the Bank including but not limited to Goods and Service Tax, stamp duty adjudication charges and any other charges, duties or taxes (as applicable from time to time). payable in respect of the Service.

The Bank may debit fees, costs, charges, duties, interest and expenses owed by the Customer to the Bank from any account advised by the Customer for such purposes. Failure to pay the fees, costs, charges, duties, interest and expenses (including applicable taxes) on or before the specified date will render the Customer liable for payment of interest at such rate as may be stipulated by the Bank.

Operation of the RERA Account

(a) The RERA Account shall at all times be no lien no charge account;

(b) The Customer shall withdraw amounts lying to credit of the RERA Account only in accordance with, and subject to, the terms and conditions set out under the RERA Act;

(c) Cheques, demand drafts, debit cards or other payment or delivery instruments shall not be available to the Customer to make withdrawals / transfer of the amounts lying to the credit of the RERA Account and withdrawals / transfer of the amounts lying to the credit of the RERA Account can be made only by way of Customer Instructions issued to the Bank by the Customer, which instructions should be provided in written form, either by hand delivery or by such means as may be permitted by the Bank;

(d) The usage of the RERA Account shall be subject to the submission of documents as mandated by the Bank or the applicable law in force (including the RERA Act). The Customer undertakes to ensure compliance with the applicable laws in force and to submit updated documents as may be required by the Bank or the RERA Act from time to time. In the event the Customer is unable to submit the necessary documents, the Bank shall reserve the right to freeze the RERA Account or take such other actions as may be appropriate under the applicable law;

(e) The Bank may rely on the documents submitted by the Customer to the Bank which it believes has been signed by the authorized signatories of the Customer and/or the authorized personnel (engineer, an architect and a chartered account) as required under the terms of the RERA Act, and shall not be required to call for further evidence or be responsible for any claims, damages, losses, liabilities, and costs or expenses (including legal fees) that may arise on account of its failure to do so or on account of any false or incorrect information or Customer Instructions provided, or any tampered information or Customer Instructions provided, to the Bank.

(f) The Bank may abstain from taking any action which in its opinion, would or might be in contravention of any law in any relevant jurisdiction, and do all such things as may be necessary to ensure compliance with the applicable laws, including the RERA Act.

Severability

If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

Execution

In case the Customer is a sole proprietorship/partnership firm, the undersigned agree, accept and understand that undersigned are executing these T&Cs in personal capacity as well as in the capacity of a proprietor/partner.

Governing Law

These T&Cs shall be governed by the laws of India and each of the parties hereto hereby submits to the jurisdiction of the courts and tribunals at Mumbai or in the jurisdiction where the real estate project, in respect of which the RERA Account has been opened, is located.

Cancellation/Modification of Instruction

In case the Customer requests the Bank to cancel or modify any Customer Instructions for whatever reason after submission of the same to the Bank, the Bank will make reasonable efforts to comply with the Customer's request. However, the Bank shall not be liable for any failure to cancel or modify the Customer Instructions, if such is received at a time or under circumstances that renders the Bank unable to comply with the Customer's request.

Right of Setoff

In the event that any monies are to be released from the RERA Account, the Bank may set off any of Customer's obligations owed or due to the Bank, whether or not matured, liquidated or contingent and regardless of the currency or place of payment or booking against such monies that can be released from the RERA Account. Bank may make any and all reasonable adjustments, conversions or determinations to effect this set off.

General undertaking from Customer

The Customer hereby agrees and confirms that:

a. it is responsible for the accuracy, completeness and correct transmission of a Customer Instruction and for ensuring they will achieve the Customer's intended purpose, provided the Customer Instruction is received by the Bank within the stipulated timelines. The Bank will not be liable to the Customer where the Bank chooses to comply with such a request and the Customer must take reasonable steps to ensure that its request will not give rise to any claim against the Bank.

b. in connection with the Services, the Customer shall execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by the Bank to carry out or evidence the transactions/services carried out or contemplated under the Services.

c. it shall notify the Bank as soon as possible if it becomes aware of any theft, fraud, illegal activity, loss, damage or other misuse in relation to the Services or in relation to any associated documentation, Customer Instructions, communication or payment instrument.

d. if an Customer Account is overdrawn without the Bank's approval, the Customer shall immediately upon demand, or otherwise becoming aware thereof, transfer sufficient cleared funds to bring such Customer Account into credit. For the avoidance of doubt, the Bank is not hereby offering the Customer, or agreeing an increase to, any overdraft facility and, unless otherwise provided in an agreement executed by the Bank and the Customer, any extension of credit can be cancelled by the Bank at any time.

e. if an Customer Account is credited in error or in anticipation of receiving funds, where those funds are not received or the underlying funds transfer is reversed, the Bank may reverse all or part of such credit including any interest accrued thereon, make the appropriate entry to the Customer Account, and, except in case of the Bank's error, debit or demand immediate repayment of any losses incurred by the Bank in connection therewith, as appropriate.

f. The Customer is solely responsible for ensuring that the RERA Account is operated in accordance with the provisions of the RERA Act and the Bank shall not be responsible or liable for any action taken in relation to the RERA Account, the Customer Instructions irrespective of whether the said account results in, or is, a breach of the RERA Act,

g. In case the provisions of the applicable laws including the RERA Act and the rules made thereunder are modified, the Customer hereby confirms that in so far as it may be necessary, the operation and maintenance of the RERA Account, including withdrawals / transfers of monies lying to the credit of the RERA Account may be suitably modified if so required for compliance with the amended provisions of applicable law including RERA Act and rules made thereunder.

h. The Customer hereby authorises the Bank to use the monies that can be released from the RERA Account to set-off any liability incurred by the Bank for and due to the execution of any Customer Instruction issued by Customer to the Bank,

Representation and Warranties

Customer hereby represents and warrants that:

a. it is duly incorporated or, if it is not a body corporate, is otherwise validly constituted and existing under the laws of the jurisdiction of its incorporation or constitution (as the case may be);

b. it has all necessary corporate or equivalent power and legal capacity to execute (where applicable) and deliver, and to perform its obligations under, these T&Cs;

c. it shall be responsible for complying with the Applicable Laws in relation to the Services availed from the Bank;

Anti-Bribery and Corruption and Sanctions Compliance

1. In connection with the provision of Services and/or other activities to be carried out under these T&Cs, the Customer shall comply with, and shall ensure that its officers, directors, employees and any third parties engaged or instructed to act for or on behalf of the Customer or the Bank (the Relevant Persons) are aware of and comply with all anti-bribery and corruption laws applicable to these T&Cs (ABC Laws).

2. The Relevant Persons shall not take any actions or make any omissions that would cause the Bank or the Customer to be in violation of any applicable ABC Laws.

3. The Relevant Persons shall not, directly or indirectly, offer, pay, promise to pay or authorize any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with these T&Cs or any transactions undertaken for or on behalf of HSBC.

4. The Customer warrants and represents that neither the Customer nor, to its knowledge, any Relevant Persons or Ultimate Beneficial Owners of the Customer are the target of economic or financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the United States or any relevant and applicable jurisdiction **(Restricted Persons).** "Ultimate Beneficial Owner" means any natural person(s) who directly or indirectly own(s) or control(s) 25% or more of the shares of a company and/or any natural person(s) who exercise(s) a Controlling Interest in that company. Controlling Interest means for any company:
   (a) the ownership or control, directly or indirectly, of more than 50% of the company's fully diluted voting share capital; and/or
   (b) the ability to direct how more than 50% of the fully diluted votes are exercised at its general meetings on all, or substantially all, matters; and/or
   (c) the right to appoint or remove its directors that hold a majority of the voting rights at its board meetings on all, or substantially all, matters.

The Customer shall not deal directly or indirectly with Restricted Persons in connection with its dealings with the Bank or in relation to these T&Cs.

Dispute Resolution

In the event of any disputes, differences or claims arising between the parties in connection with these T&Cs or the construction or interpretation of any of the clauses hereof or anything done or omitted to be done pursuant hereto, the parties shall first endeavour to amicably settle such disputes, differences or claims within a period of 30 days failing which the same shall be referred to courts or tribunals having jurisdiction over such issues.

Headings/Interpretations

For clarity these T&Cs have been arranged under different headings, but they do not affect its meaning. Words used in the singular include the plural and vice versa, unless the context requires otherwise.

Notices

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Customer at the last address notified to the Bank in writing or at the registered office or corporate office address of the Customer known to the Bank, and addressed to the Bank at its India office or such other address as the Bank may notify to the Customer for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Customer on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to the Bank, on the day of actual receipt.

Assignment

The Customer shall not assign any of the rights or duties under these T&Cs to any person without the Bank's prior written consent.

MIS/Reports

Bank may at its sole discretion provide information including data, statements and reports to Customer relating to these Services via (a) electronic mail to an address designated by Customer or (b) any other electronic method including SMS. Customer recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The Bank does not accept liability for any errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by Bank or other third parties.

Waiver

Failure on the Bank's part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in the manner as provided hereinafter and shall be effective on the day, month and year of the last party affixing their digital signatures / e-signatures hereof on the Agreement or the date hereinafter mentioned (whichever is applicable).

For and on behalf of EXPERION DEVELOPERS PRIVATE LIMITED.
Insert contracting party business name
By its duly authorised representative

By: _____
(Signature)
Name: GAURAV MAHESHWARI
Title: AUTHORISED SIGNATORY
Date: 05/10/2026

For Experion Developers Private Limited

Director/Authorised Signatory

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

For and on behalf of
The Hongkong and Shanghai Banking Corporation Limited
By its duly authorised representative

By: _____
(Signature)
Name: SANJAY BAKLIWAL
Title: WHOLE-TIME DIRECTOR
Date: 05/10/2026

For Experion Developers Private Limited

Director/Authorised Signatory

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