

CONVEYANCE DEED

Type of Deed	Conveyance Deed
Village	Dharampur
Tehsil	Gurugram
District	Gurugram
Type of Property	Residential Apartment
Address	Apartment No. _____, Zephyr at The Westerlies, Sector-108, Gurugram, Haryana
Apartment Area	_____ sq. mtrs. (_____ sq. ft.)
Consideration	Rs. _____/-
Stamp Duty	Rs. _____/-
Stamp Serial No. & Date	_____

CONVEYANCE DEED

This Conveyance Deed is executed at Gurugram on this the _____ day of _____, 20____ (“Conveyance Deed”)

BY AND BETWEEN

EXPERION DEVELOPERS PRIVATE LIMITED, 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 - 110 075 (hereinafter referred to as the “**Developer**”, 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 _____ (Aadhar No. _____) duly authorized vide board resolution dated _____, being party of the **First Part**;

AND

1. **EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED**, 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 - 110 075 (hereinafter referred to as the “**Land Owner 1**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

2. **EXPERION REALITY PRIVATE LIMITED**, 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 - 110 075 (hereinafter referred to as the “**Land Owner 2**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

3. **AVIGHNA BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at WZ-1003, 2nd Floor, Shakur Basti, Delhi-110034 (hereinafter referred to as the “**Land Owner 3**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

4. **BRAHMA BUILDWELL PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at WZ-1003, 2nd Floor, Shakur Basti, Delhi-110034 (hereinafter referred to as the “**Land Owner 4**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

5. **MARCON DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at WZ-1003, 2nd Floor, Shakur Basti, Delhi-110034 (hereinafter referred to as the “**Land Owner 5**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____

(Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

6. **MOKSHA BUILDTECH PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at WZ-1003, 2nd Floor, Shakur Basti, Delhi-110034 (hereinafter referred to as the “**Land Owner 6**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

7. **PREMIER INFRA DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at WZ-1003, 2nd Floor, Shakur Basti, Delhi-110034 (hereinafter referred to as the “**Land Owner 7**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

8. **SUMEL BUILDTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at 21-A, Janpath, New Delhi-110001 (hereinafter referred to as the “**Land Owner 8**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

9. **SUMEL PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at 21-A, Janpath, New Delhi-110001 (hereinafter referred to as the “**Land Owner 9**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

10. **SUMEL DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at 21-A, Janpath, New Delhi-110001 (hereinafter referred to as the “**Land Owner 10**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____;

AND

11. **SOPHIA CONSTRUCTIONS LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at F-60, Malhotra Building, Connaught Place, New Delhi - 110001 (hereinafter referred to as the “**Land Owner 11**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____; (each of the Land Owners 1 to 11 shall hereinafter be collectively referred to as the “**Land Owners**”) of the Second Part;

AND

12. **SAS SERVIZIO PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013 having its registered office at 10th Floor, Tower D, Global Business Park, MG Road, Gurugram-122002 (hereinafter referred to as the “**SAS**”, 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 and assigns), represented by its attorney Experion Developers Private Limited acting through its signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ (hereinafter referred to as the “**SAS**”) of the Third Part;

AND

Mr/ Mrs./Ms. _____, son of/ daughter of/ wife of _____, r/o of _____ (hereinafter referred to as the “**Vendee**”, which expression shall, unless it be repugnant to the subject, context or meaning thereof mean and shall be deemed to mean and include all the respective legal heirs, representatives, administrators, executors, successors and permitted assigns) of the **Fourth Part**.

The ‘**Land Owners**’, ‘**SAS**’ and the ‘**Developer**’ shall collectively be referred to as the “**Vendors**”.

The ‘**Developer**’, ‘**Land Owners**’ and the ‘**Vendee**’ are hereinafter collectively referred to as the “**Parties**” and individually, as “**Party**”.

WHEREAS:-

- A. The Land Owners are the absolute and lawful owners of contiguous land parcels admeasuring 100.48125 acres approximately situated at Sector 108, Gurugram (in the revenue estate of village Dharampur), Haryana, India (hereinafter referred to as the **“said Land”**) vide sale deed bearing vasika nos. 5745 dated 08.06.2007, 10312 dated 13.08.2007, 10050 dated 08.08.2007, 6807 dated 22.06.2007, 6510 dated 09.06.2011, 6552 dated 09.06.2011, 6944 dated 14.06.2011, 6966 dated 14.06.2011, 6967 dated 14.06.2011, 15023 dated 25.08.2011, 6740 dated 10.06.2011, 6592 dated 09.06.2011, 6596 dated 09.06.2011, 5149 dated 27.05.2011, 17855 dated 19.09.2011, 6593 dated 09.06.2011, 6971 dated 14.06.2011, 4996 dated 26.05.2011, 6594 dated 09.06.2011, 6595 dated 09.06.2011, 6950 dated 14.06.2011, 6641 dated 10.06.2011, 15009 dated 25.08.2011, 9651 dated 07.07.2011, 9657 dated 07.07.2011, 9656 dated 07.07.2011, 8930 dated 01.07.2011, 8928 dated 01.07.2011, 16705 dated 08.09.2011 and 8932 dated 01.07.2011;
- B. The Land Owners along with SAS and the Developer have entered into Collaboration Agreements dated 31.10.2012 and 21.08.2014 duly registered before the Office of Sub-Registrar Gurugram vide vasika nos. 18858 dated 07.11.2012 and 12638 dated 21.08.2014 respectively for development of said Land;
- C. The Developer as per the terms and conditions of Collaboration Agreement is developing a residential plotted colony called **“The Westerlies”** over the said Land, out of which an area admeasuring 1470.42 Square Meter is being developed under the Project (hereinafter referred to as the **“Project Land”**). The Promoter is developing, over the Project Land, independent floors under the name and style of **“Zephyr at The Westerlies”** (hereinafter referred to as **“Project”**). The project is approved vide License No. 57 of 2013 dated 11.07.2013 issued by the Director-General, Town and Country Planning, Haryana (**“DGTCP”**) for developing a residential plotted colony on the said Land under the provisions of the applicable laws (**“License”**). The Zoning plan for the said Land has been approved vide Memo No. ZP-913/SD(BS)/2015/21885 dated 05.11.2015 by the DGTCP (**“Zoning Plan/Layout Plan”**) the building plan for the Apartment has been sanctioned vide _____ dated _____;
- D. The Developer is vested with the power and authority to develop, construct, market, sell and maintain the Project on the Project Land in terms of the Collaboration Agreements dated 31.10.2012 and 21.08.2014 duly registered before the Office of Sub-Registrar Gurugram vide vasika nos. 18858 dated 07.11.2012 and 12638 dated 21.08.2014 respectively and irrevocable power of attorney(ies) executed in furtherance thereto. Such powers, inter alia, include all powers to promote, brand, market and sell the developed 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 and all such other documents as may be required or as reasonably may be deemed necessary to give full effect to this Conveyance Deed. The Developer is also authorized to receive the sale 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;
- E. The Vendee had entered into an Agreement For Sale dated _____ (**“AFS”**) by and under which the Vendee was allotted the residential Apartment bearing no. _____, floor _____, having carpet area

of _____ square meters or _____ square feet and car parking no. _____, (“**Apartment**”) in the Project along with proportionate share in the Common Areas of the Building in which said apartment is constructed and all easements, interests, privileges, rights and benefits attached thereto for the total sale consideration of Rs. _____/- (Rupees _____ Only). For the purposes of this Conveyance Deed, the applicable stamp duty has been calculated on the consideration amount of Rs. _____/- (Rupees _____ Only);

- F. The Apartment is part of building constructed (“**Building**”) over plot no. _____, situated at The Westerlies, Sector-108, Gurugram, Haryana (“**said Plot/Plot**”). The final carpet Area of the Apartment is _____ square meters (_____ square feet). The Floor Plan of the Apartment is annexed herewith as **Schedule-II**;
- G. The Vendee hereby assures and confirms having relied upon and satisfied itself on its independent investigations, discretion and judgment in deciding to purchase the Apartment 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 Vendee hereby acknowledges having also undertaken all the necessary due diligence related to the Apartment in the Project on the Project Land. The Vendee has perused and hereby acknowledges having understood the conditions of the License and all other sanctions/approvals granted for the Project. The Vendee has full knowledge of and understands all the Applicable Laws relating to the Project and the Project Land, and confirms that the Developer has provided the requisite information, layout plans, documents and clarifications as demanded by the Vendee and has therefore, purchased the Apartment on being fully and completely satisfied with regard to the authority, capacity and competence of the Developer to execute this Conveyance Deed. The Vendee has inspected the Apartment (including the verification of the carpet area of the Apartment) and found it to be in fit and proper condition and as per provisions of the AFS;
- H. Relying on the confirmations, undertakings, representations, and assurances of the Vendee to faithfully abide by the terms, conditions and stipulations contained in the AFS and this Conveyance Deed, based upon the information provided by the Vendee, the Vendors have agreed to execute this Conveyance Deed. The Vendee hereby agrees and acknowledges that the ownership and occupation of the Apartment will be subject to Applicable Laws and fulfillment of his/her/their obligations including with respect to payment of the entire sale consideration detailed in the AFS and this Conveyance Deed and unconditionally undertakes to abide by and comply with the same at all times including even after execution of the Conveyance Deed.
- I. 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. _____.
- J. 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. CONVEYANCE

In consideration of the receipt of a sum of Rs. _____/- (One _____ only) paid by the Vendee to the Developer towards cost of the Apartment, the Vendors do hereby grant, convey, transfer, assign and assure unto the Vendee by way of sale, the said Apartment bearing no. _____, floor _____, having carpet area of _____ square meters or _____ square feet and car parking no. _____, in the Project along with proportionate share in the common areas of the Building in which said Apartment is constructed, more particularly described in the **Schedule-I**, forming part of this Deed; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Apartment; AND subject to adherence of terms and conditions as stated hereinafter.

2. COVENANTS TO THE APARTMENT

- 2.1 The Vendee acknowledges and confirms that this Conveyance Deed is in respect of only the Apartment at the Project and does not on execution hereof create any right, title or interest of any kind whatsoever in any other saleable areas, lands, buildings, open spaces, recreation areas, parks, Non Saleable Areas, other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DGTCP in The Westerlies project. All rights, title and interest, including ownership of such other saleable areas, lands, buildings, open spaces, recreation areas, parks, facilities and amenities falling within The Westerlies project, including those specifically earmarked as Non Saleable Areas and other saleable areas (including but not limited to residential, institutional, recreational, educational and commercial plots), community sites, amenities and other facility as required/approved by the DGTCP in The Westerlies project shall vest solely with the Developer and the Developer shall have the sole and absolute authority to deal with the same in any manner whatsoever as the Developer may deem fit as per Applicable Laws. However, the Developer may permit the Vendee and other occupants of the Project to use the Non Saleable Areas, amenities and facilities on such terms and conditions as may be applicable thereto or as may be decided by the Competent Authority from time to time.
- 2.2 The Vendee shall use the common areas and facilities in the Project subject to the by-laws of the Association, Conveyance Deed, maintenance agreement and provisions of the Applicable Laws.
- 2.3 The Vendee hereby acknowledges and agrees that in case, due to any change in the Applicable Laws at any time, before or after the execution of the Conveyance Deed that permit the Developer to undertake any further development/construction upon the Project Land or Building, the Developer may undertake additional development/construction at its sole and absolute discretion or may 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 Vendee 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. Further it is agreed by the Vendee that in future at any point of time the Developer may develop additional land parcels adjacent to The Westerlies project as

part/phase of The Westerlies project after obtaining necessary sanctions/approvals from the competent authorities or if due to any change in Applicable Laws, further development on the project land becomes permissible, the Developer, at its discretion and without any notice to the Vendee shall be entitled to undertake additional development at any time and deal with the same without any hindrance, let or obstruction. The Vendee agrees that the Developer shall also be entitled to connect any of the project's infrastructure facilities and utilities i.e. electricity, potable and other water, drainage/sewerage system etc. to any such additional development without any compensation to the Vendee. The Vendee further agree that all owners/occupiers of such additional development shall have the same rights, as the Vendee, with respect to the project including right to use the community building/open areas and all other infrastructural facilities etc. and become members of any association formed under provisions of the applicable laws and the perpetual right to unrestricted, unobstructed and unopposed access through and unfettered use of all the open areas/facilities/amenities in the Project. In case of increase of FAR of said Plot due to enactment of new law/rules/regulations by competent Authority(ies), the Developer shall have sole right to deal with the said increased FAR. The Vendee shall not claim any right/title or interest over said increased FAR and the Developer shall have sole right to use the said increased FAR over said Plot/Building or over any other plot of The Westerlies Project as may be applicable/allowed under the applicable laws. The Developer shall have complete right and authority to construct additional floor(s) over the said Building, transfer the same to any third party and to connect the services (electricity, water, sewage, lift etc.) of said Building with the new constructed floor(s) as may be permissible under the applicable laws, the Vendee shall not claim any compensation or raise any protest in this regard.

- 2.4 The construction of the Apartment has been completed and the necessary occupation certificate in respect thereof has been obtained from the Competent Authority. Until the conveyance deed or other appropriate deeds and documents in respect of all the developments in the Project have been executed by the Vendors in favour of the all prospective vendees, the Developer shall have sole control and full authority in respect of all matters concerning the Project and further development/constructions thereof. The Vendee furthermore is aware that, the Developer is developing a larger layout and there are some other areas of The Westerlies project which are under development 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 Vendee acknowledges and shall raise no objection whatsoever.
- 2.5 The Developer and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional development/construction work in the Project including the areas adjoining / near the said Plot or Apartment, and if any inconvenience, hardship, disturbance or nuisance is caused to the Vendee during the said works or construction, the Vendee 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 Developer in this regard.

3. HANDOVER OF POSSESSION OF THE APARTMENT:

- 3.1 Upon execution and registration of this Conveyance Deed, the Developer shall hand over the vacant,

physical and peaceful possession of the Apartment to the Vendee. On and from the date of execution of this Conveyance Deed, the Vendee shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard and the Vendee shall be responsible for any loss or damage to the Apartment arising from the deterioration, injury or decrease in value of the said Apartment. Further, the Vendee shall be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Developer or Association or the maintenance agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. under the Applicable Laws.

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

4. APARTMENT

- 4.1 The Vendee agrees and undertakes that the Apartment shall not be partitioned, sub-divided or fragmented in any manner, except as may be permissible under the Applicable Laws. Any agreement or understanding in respect thereof without such prior permission shall be void. The Vendee shall obtain the electricity connection, water and sewer connections in respect of the Apartment from the Developer/MSA/any other competent authority, as may be applicable.
- 4.2 Regardless of the Vendee assuming physical possession of the Apartment or not and notwithstanding whether the Apartment is vacant, on and from the date of issuance of the Possession Notice by the Developer, if the Apartment is used for any purpose inconsistent with Applicable Laws, Project Approvals and other regulations, the Vendee shall exclusively be responsible, accountable and liable to bear all costs, charges and expenses, penalties, fines etc. as and when levied by any Competent Authority.

5. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE VENDEE

The Vendee agrees, confirms and covenants to the Vendors as under:-

- 5.1 The Vendee shall ensure that no work carried out by it will in any manner affect the apartments of other owners or common areas and services in the Building or Project. In the event any damage is caused to other apartments or common areas and services, the Vendee shall solely be responsible for making good such loss and damage at his own risk as to cost and consequences and shall keep the Vendors indemnified at all times.
- 5.2 The Vendee shall maintain the Apartment in good order and shall ensure timely and proper maintenance of all 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 Vendee.
- 5.3 The Vendee has understood and agreed to comply with the terms and conditions of sale of the Apartment as

set forth in detail in this Conveyance Deed and understood his rights, obligations and liabilities in respect thereto.

- 5.4 The Vendee has understood the terms and conditions of the License as well as all other approvals granted by the competent authorities for the development of The Westerlies and the said Project. The Vendee shall comply with the provisions of all the Applicable Laws including but not limited to environment law.
- 5.5 The Vendee agrees and undertakes not to display neon-light, publicity material, advertisement material, billboards, hoarding, on the Apartment/Plot or the external façade of the Building except name plate or address.
- 5.6 The Apartment shall be used for residential purposes only and in a manner that does not cause any nuisance or annoyance to occupants of other apartment in the Building or Project. The Vendee shall not conduct any illegal or immoral activity in the Apartment or do or suffer anything to be done in or about the Apartment which is contrary to public policy or Applicable Laws. Any storage of hazardous, combustible or inflammable materials and toxic chemicals is expressly prohibited except in such small quantities as necessary for residential living as per Applicable Laws. If the Vendee uses or permits use of the Apartment for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Vendors shall be entitled to proceed against the Vendee for such remedies as may be available under Applicable Laws.
- 5.7 The Vendee shall not carry out any activity in the Apartment or do anything 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.
- 5.8 The Vendee shall not sub-divide the Apartment under any circumstances whatsoever. No partial sale 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 Vendee, 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.
- 5.9 The Vendee 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 maintenance agency or the Association as the case may be 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 Vendee shall be due and payable to the maintenance agency or the Association as the case may be by the Vendee.
- 5.10 The Vendee undertakes to permit the authorized representatives of the Developer or the Maintenance

Agency to enter the Apartment and Building at all reasonable hours (unless exigencies of maintenance warrant otherwise) for the purposes of inspection and/or for carrying out any emergency and/or scheduled maintenance of any common services, facilities and amenities for the Project.

- 5.11 The Vendee 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 Vendee with any third party to execute this Conveyance Deed have been duly obtained and shall be maintained as may be required of the Vendee under Applicable Laws. The Vendors shall not be required to verify whether the Vendee is in such compliance and it shall be incumbent on the Vendee to ensure that no violation of Applicable Laws or breach of any agreements executed by the Vendee are committed by the Vendee in executing this Conveyance Deed. The Vendee undertakes to be exclusively responsible and fully liable for the same and agrees to keep the Vendors saved, indemnified and harmless in this connection at all times.
- 5.12 The Vendee 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, goods & service tax, VAT, Central Sales Tax, Work Contract Tax, municipal taxes, local taxes, cess and any charges 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 License, Project Land, the Project and its related infrastructure and facilities.
- 5.13 The Vendee shall not be permitted to use any areas used to house common services in any manner whatsoever and the same will be reserved for use by the Vendors or the Association or the maintenance agency and its staff and employees for rendering services for the Project.
- 5.14 All provisions of this Conveyance Deed and those contained in the schedules attached hereto are specific, relevant and applicable to the Apartment and none of such provisions can be read in evidence or interpreted for purpose of any suit or proceedings pertaining to any other project of the Vendors anywhere in the world or in which the Vendors may be interested in or may have any business interest therein or otherwise. Likewise, any agreement that the Developer may have with customers of any other project/group housing 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 and this Conveyance Deed.
- 5.15 The Developer shall develop and construct The Westerlies project in a phased manner that may lead to development and construction of any part of the project while the Vendee may be in possession and/or occupation of the Apartment. Any inconvenience caused to the Vendee due to such phase-wise construction and development of the project shall not be a reason for the Vendee to withhold any payment due and payable to the maintenance agency or the Association as the case may be or to claim any compensation in relation thereto and the Vendee shall not do or cause to be done anything that obstructs,

impedes, restricts, restrains or otherwise delays the construction and development of any part of the project at any time.

- 5.16 The development of the facilities and services for The Westerlies project shall also be undertaken by the Developer in a phase wise manner and the Vendee shall not raise any objection or claim of any nature whatsoever in this regard.
- 5.17 Any change in any Applicable Laws shall automatically entitle the Developer 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.
- 5.18 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 Vendors is 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 Vendee agrees and confirms to pay the same to the Developer as and when informed by the Developer or to the concerned govt. authority.
- 5.19 In case any demands are made by any Competent Authority in respect of the said Land and the Project after execution of the Conveyance Deed for which the Vendors is held responsible and/or liable, the Vendee shall be liable to share in all such demands proportionately and such share shall be recoverable from the Vendee and shall be paid by the Vendee upon first demand made by the Developer.
- 5.20 The Vendee shall be entitled to use the reserved/ dedicated parking only for purpose of parking car / jeep / scooter or any other light motor vehicle within the condition not to use such parking for any purpose other than parking of light motor vehicles. The Vendee has agreed that such parking shall be used together with the Apartment and not as an independent unit and the Vendee undertakes not to deal with the parking independent of the Apartment.

6. FORMATION OF ASSOCIATION AND MAINTENANCE OF THE PROJECT

- 6.1 The Vendee, along with other owners in The Westerlies project or the Project, as the case may be, shall join as member of the Association to be formed in accordance with the Applicable Laws for the purposes of maintenance, repair, management and administration of the project. The Vendee shall also from time to time, be required by the Developer or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developer or Association within 15 days from the same being forwarded to the Vendee. On the formation of Association,

rights of the Vendee to the use of common areas and services in the project shall be regulated by the bye-laws and other rules and regulations of the Association. The Vendee 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.

- 6.2 The Developer or the Association may appoint a Maintenance Agency for the proper upkeep and maintenance of the Project. The Vendee shall make timely payments of all charges for maintenance as may be raised by the Association or the maintenance agency from time to time, whether or not the Vendee is in occupation of the Apartment or not.
- 6.3 The Vendee shall pay the maintenance deposit and shall make further contributions to the maintenance deposit, when necessary and upon demand of the Developer or the Association or the Maintenance Agency.
- 6.4 The Developer shall be responsible to provide and maintain essential infrastructure services in The Westerlies project till the taking over of the maintenance of the project by the association of allottees or competent authority, as the case may be, upon the issuance of the Part Completion Certificate/ Completion Certificate of the project, as the case may be. The Vendee shall be liable to maintain the Apartment at its own cost, the Promoter/MSA shall be liable to maintain only the common area of The Westerlies project. The allottee(s) of the Building shall be jointly liable to maintain the Common Areas of the Building at their own cost.

7. APPLICABILITY OF PROVISIONS TO OCCUPIERS, TENANTS, LICENSEES ETC.

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

8. TRANSFER OF THE APARTMENT

Any transfer or similar arrangement / agreement entered into by the Vendee shall be at his sole cost, expense, liability, risk and consequences. However, before concluding any transfer of the Apartment, the Vendee 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.

9. STAMP DUTY

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Conveyance Deed; 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 duty, shall be borne and payable by the Vendee as and when demanded by the Developer / Association or the Competent Authorities, as the case may be.

10. INDEMNITY

The Vendee undertakes to indemnify and keep the Vendors and its directors, officers / employees, authorized representatives 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 Vendors as consequence of breach of any of the terms and conditions 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 Vendee or willful misconduct and/or gross negligence on the part of the Vendee.

11. 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.

12. 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.

13. INTERPRETATION

Capitalized terms used herein but not defined shall have the same meaning as ascribed to them under the AFS.

14. CLAUSES TO SURVIVE CONVEYANCE OF THE APARTMENT

The obligations undertaken by the Vendee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the said Apartment or which form a condition of ownership of the said Apartment, shall survive the conveyance of the said Apartment in favour of the Vendee and all such obligations and covenants of the Vendee including without limitation, the obligations contained in AFS shall attach with the said Apartment within the meaning of section 31 of the Transfer of Property Act, 1882 and remain enforceable at all times against the Vendee, its legal heirs, transferees, permitted assignees or successors-in-interest including its tenants/licensees/ occupiers for the time being.

15 DISPUTE RESOLUTION

- 15.1 All or any disputes arising out or touching upon or in relation to the terms and conditions of this deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the applicable RERA Act/Rules.
- 15.2 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.
- 15.3 The RERA Authority or civil courts at Gurugram, as the case may be, shall have exclusive jurisdiction in all matters arising out of this Conveyance Deed.

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

Signed sealed and delivered by the Vendor(s)

VENDEE

EXPERION DEVELOPERS PRIVATE LIMITED

through its duly authorized representative

EXPERION REAL ESTATE DEVELOPERS PRIVATE LIMITED

through its duly authorized representative

EXPERION REALITY PRIVATE LIMITED

through its duly authorized representative

AVIGHNA BUILDWELL PRIVATE LIMITED

through its duly authorized representative

BRAHMA BUILDWELL PRIVATE LIMITED

through its duly authorized representative

MARCON DEVELOPERS PRIVATE LIMITED

through its duly authorized representative

MOKSHA BUILDTECH PRIVATE LIMITED

through its duly authorized representative

PREMIER INFRA DEVELOPERS PRIVATE LIMITED

through its duly authorized representative

SUMEL BUILDTECH PRIVATE LIMITED

through its duly authorized representative

SUMEL PROJECTS PRIVATE LIMITED

through its duly authorized representative

SUMEL DEVELOPERS PRIVATE LIMITED

through its duly authorized representative

SOPHIA CONSTRUCTIONS LIMITED

through its duly authorized representative

SAS SERVIZIO PRIVATE LIMITED

through its duly authorized representative

Witnesses:

1.

2.

Schedule I

Details of the Apartment

Schedule II

Floor Plan