



TRUMP[®]
TOWERS

DELHI NCR

To,
OLIVE REALCON PRIVATE LIMITED,
having its Registered office at
Unit No. SB/C/5L/Office/008, M3M Urbana, Sector-67,
Gurugram Manesar Urban Complex,
Gurugram-122102, Haryana.

Dear Sir/s,

I/We request that I/we may be provisionally allotted an apartment bearing no. _____ in Tower /Block _____ with Carpet Area of approx. _____ sq. ft. _____ sq. mtrs. ("Apartment") floor plan whereof is in 'Annexure I'; and specifications whereof is in 'Annexure II'; in "TRUMP TOWERS DELHI NCR" ("Project") located at Land admeasuring approx. 11457.66 square meters (i.e. 2.83125 Acres i.e. 22 Kanal 13 Marla as owned by Manglam Multiplex Private Limited ("MMPL")) situated at Village: Maidawas in Tehsil & District: Gurugram, Residential Sector 65 of Gurugram-Manesar Urban Complex, Gurugram, Haryana, India; under RERA No. 375 of 2017 dated 28/11/2017 and Memo No. HRERA-1252/2017/2289 dated 28/11/2017.

A sum of ₹ _____ (Rupees _____ only) has been tendered along with this Application as part of booking amount for the Apartment vide Cheque/ Banker's Cheque/ Pay Order/ Demand Draft bearing no(s). _____ dated _____ drawn on _____

I/We am/are making this Application with the full knowledge of the Project and approvals and that the Company is in the process of undertaking the development of the Project and would issue an allotment letter in my/our favour in due course of time, subject to my/our Application being complete in all respects and realization of the money hereunder paid by me/us. I/ We have been provided with a sample format of the allotment letter for our reference.

In the event, the Company agrees to provisionally allot the Apartment to me/us, the Company shall send across the detailed Agreement for Sale / Buyers Agreement and other ancillary agreements/documents such as maintenance agreement etc. (together referred to as "Agreement") which shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Law including the Haryana Apartment Ownership Act, 1983 (along with the rules and regulations framed thereunder and/or as may be framed thereunder) and the Real Estate (Regulation and Development) Act, 2016 (along with the rules and regulations as framed thereunder). The allotment and sale of a residential Apartment in the Project shall be subject to terms and conditions of this Application, the Allotment Letter and the detailed set of terms and conditions as set out in the Agreement for Sale / Buyers Agreement and the Schedules and annexures attached thereto; the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana, along with the regulations issued from time to time and other Applicable Law). Pursuant to the allotment in my / our favour by the Company, I/we the Applicant undertake to sign and execute the Agreement in the form and manner as provided by the Company.

I/ We understand and have been duly informed that the Project is being developed as a part of the larger Group Housing Colony licensed in the name of MMPL and in so far as the segment / block/ constituent/ part/ phase forming subject matter of this Application, the Company will be undertaking the construction and development thereof. I/We understand that this Application does not constitute an agreement to sell and does not entitle me/us to the provisional allotment of an Apartment, notwithstanding that the Company may have issued / may issue its receipt(s) in acknowledgement of the money tendered by me / us. Allotment of an Apartment is entirely at the discretion of the Company which retains its right to reject an Application without assigning any reason. I/We confirm and undertake that if the Company, at its sole discretion, issues the Allotment Letter provisionally allotting an Apartment to me/us, I/we shall be legally bound to purchase the same and to execute the Agreement and other appropriate documents as may be called upon by the Company.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

I/We hereby confirm and agree that it is only after I/we have executed the Agreement and other appropriate documents as may be called upon by the Company, that the provisional allotment of the Apartment shall become effective.

I/We agree to make timely payment of all the installments of the total consideration and such Taxes as may be applicable (as mentioned in 'Annexure III A' hereinafter) ("Total Consideration"), and other charges for maintenance of essential services and common facilities (as mentioned in 'Annexure III B' hereinafter) as per the Payment Plan (as mentioned in 'Annexure IV' hereinafter) that I/we have opted for, and which has been duly explained in detail to me/us by Company to my/our satisfaction and I/we confirm having fully understood the same. I/We hereby agree and undertake to have fully understood the legal effect and implications of all the terms and conditions stated hereinafter and confirm to have made this Application based on my/our independent analysis and judgment regarding the same.

Within 3 (three) months from the date of issuance of occupation certificate by the concerned authorities, the Company shall offer the possession of the Apartment to the Applicant. Subject to Force Majeure conditions and fulfilment by the Applicant of all the terms and conditions of the Application and the Agreement thereof including but not limited to timely payment by the Applicant payable in accordance with Payment Plan, including stamp duty, registration charges and other charges in connection thereto due and payable by the Applicant and also subject to the Applicant having complied with all formalities or documentation as prescribed by the Company, the Company shall offer the possession of the Apartment to the Applicant) on or before 31/12/ 2024.

The Applicant confirms having understood that since the Project is proposed to be developed in a phase-wise manner certain facilities and services might be made available in accordance with the phase-wise construction of the Project and shall be available as the construction progresses.

I/We have applied with full knowledge and understanding of all the laws, notifications and rules as are applicable to the State of Haryana and the area in general and the Project in particular, which also have been duly explained by the Company and understood by the Applicant. My / Our particulars are mentioned in 'Schedule I'.

Note: The word "Applicant" as used in this Application Form means and includes an individual applicant and all joint applicants, jointly and severally, as the case may be. This Application is and shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and the Haryana Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana (along with the regulations framed thereunder), as amended from time to time.

I / We have attached here the documents required to be submitted, as mentioned in 'Schedule II'.

Terms and conditions of this Application have been detailed in 'Schedule III'. Detailed terms and conditions shall be set out in the allotment letter followed by exhaustive terms and conditions in the Agreement.

All communications sent by the Company on the E-mail address provided by the Applicant herein shall be deemed to have been duly served.

DECLARATION:

I/ We have fully read and understood the above mentioned terms and conditions and which shall be comprehensively elucidated in the Agreement. The Company has readily provided all explanations and clarifications to me/us as sought by me/us and after giving careful consideration to all facts, terms and conditions; I/ we have now signed this Application and paid the part booking amount after being fully aware and conscious of my/our duties, liabilities and obligations. I/We further undertake and assure the Company that in the event of rejection of the Application,

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

I/We further undertake and assure the Company that in the event of rejection of the Application, I/ we shall have no right, interest or lien on the Apartment. I/we confirm that I/we are applying for allotment of the above Apartment to augment my/our investments. I / We hereby confirm and agree that the Company shall be liable and responsible only for and in relation to the written communication through its authorized personnel and Company, its officials and authorised representatives shall in no manner be liable and bound by any communication in any form exchanged between the Applicant and any Indian Property Associate / Channel Partner, real estate agent and/ or any third parties and/or person and/ or any agreement or understanding arrived at with the aforesaid persons.

Yours faithfully,

Date: _____

Place: _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

PARTICULARS OF THE APPLICANT

My/our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality: _____

Date of Birth: ___/___/_____ Anniversary date: ___/___/_____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin/Overseas Citizen of India _____

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax : _____

UID / Aadhar No. (only in case of Resident/Non-Resident): _____
(Photocopy of UID / Aadhar to be attached)

Mailing Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Permanent Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Office Name & Address: _____



DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

2. SECOND APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality: _____

Date of Birth: ___/___/____ ; Anniversary date: ___/___/____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin/Overseas Citizen of India _____

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax : _____

UID / Aadhar No. (only in case of Resident/Non-Resident): _____
(Photocopy of UID / Aadhar to be attached)

Mailing Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Permanent Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Office Name & Address: _____



DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

3. THIRD APPLICANT

Mr. /Ms. /M/s. _____

S/W/D of _____

Nationality: _____

Date of Birth: ___/___/____ ; Anniversary date: ___/___/____

Business/Profession: _____

Status: Resident/Non-Resident/Foreign National/Person of Indian Origin/Overseas Citizen of India _____

Income-Tax Permanent Account No. _____ (Photocopy of PAN Card to be attached) Ward/Circle/Special range and place where assessed to Income Tax : _____

UID / Aadhar No. (only in case of Resident/Non-Resident): _____
(Photocopy of UID / Aadhar to be attached)

Mailing Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Permanent Address: _____

PIN Code: _____

Tel. No. _____ Fax No. _____

E-mail Id. _____ Mobile No. _____

Office Name & Address: _____



DECLARATION: I/We, the Applicant/s, hereby affirm and declare that the above particulars/information is/are true and correct and nothing has been concealed therefrom. I/We confirm that in case any of the information and details given by me/us in this Application or otherwise is incomplete or is found incorrect or false or misleading at any stage, the Company shall be within its rights to reject this Application and/or cancel the allotment, in pursuance thereof, if done and/or terminate/cancel the Agreement, if executed without any liabilities and penalties.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

In case the Applicant/s are not natural persons, please provide the status of entity:

Sole Proprietorship Firm Public Limited Company Registered Society Partnership Firm

Private Limited Company Registered Trust / Others _____

Date of Incorporation / Registration / Formation _____

Particulars of Incorporation / Registration / Formation _____

Bank Details: Name of the Bank _____

Address of the Branch _____

Bank Account No. _____ MICR Code _____

IFSC/RTGS/NEFT Code _____ GST No. _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

DETAILS OF UNIT REQUIRED FOR ALLOTMENT

Tentative Unit No. _____ Floor: _____

Carpet Built Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____

Super Built Area of Unit (in sq. ft.) _____ (in sq. mtr.) _____

Parking Space(s) No(s). _____

TOTAL CONSIDERATION

Total Consideration of the Unit is ₹ _____/- @ ₹ _____ per sq. ft. of Carpet Area (Cost of the Unit is ₹ _____/- and GST amount of ₹ _____/- as Calculated @ 12%).

PAYMENT PLAN OPTED **CONSTRUCTION LINKED** **POSSESSION LINKED** **SUBVENTION LINKED**

DECLARATION

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a Unit to the Seller is irrevocable and that the above particulars/information details given by me/us are true and correct and nothing has been concealed therefrom. In case of tany false or misleading information provided by the Applicant(s), the Seller shall be entitled to forfeit the amount deposited by the Applicant(s). I/We have read and understood the terms and conditions of the Buyer's Agreement. Further, I unequivocally undertake to abide by the said terms and conditions.

Yours faithfully,

Date _____

Place _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Mode of Booking - Direct/Business Development Associate (BDA) - If BDA, details _____

Special Instructions/Remarks _____

Signature (Receiving Officer)

Signature (Sales)

Business Development Associate's Seal

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

- It is mandatory to affix recent passport size photograph of all the Applicant(s) in designated places in the Application.

- Documents to be submitted:

Resident of India

- Copy of PAN Card & Aadhar Card
- Photograph.
- Current Address Proof.
- Permanent Residential Address.
- Identity Proof (Copy of Passport, Election card, Driving License, Aadhar Card or any other Govt. Id).
- Proof of Citizenship.
- Any other document/certificate as may be required by the Company.

Partnership Firm/LLP

- Copy of PAN Card of the Partnership Firm.
- Copy of Partnership Deed.
- Office Address Proof.
- In case one of the Partners signs the Application on behalf of the other Partners a letter of authority from all the other Partners authorizing such partner to act on behalf of the Firm, shall be required.
- GST No. _____

Company

- Copy of PAN Card of the Company.
- Memorandum of Association (MoA) and Articles of Association (AoA) duly signed by the Company Secretary/Director of the Company.
- Proof of registered office address (lease/rent agreement, company bank account statement, government electricity/telephone bill).
- Board Resolution authorizing the signatory of the Application Form to execute the Application and the Agreement, on behalf of the Company.
- GST No. _____

Hindu Undivided Family (HUF)

- Copy Of Pan card of HUF.
- 2 Passport size Photographs.
- Authority letter from all coparceners' authorizing the Karta to act on behalf of the HUF.

NRI/PIO/OCI

- Copy of Individual's Passport/ PIO/OCI Card.
- Address Proof.
- In case of Demand Draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE/NRO account of the Applicant.
- In case of cheque the payments should be received from the NRE/NRO/FCNR account of the Applicant and not from the account of any third party.

 Signature of Sole/First Applicant

 Signature of Second Applicant (if any)

 Signature of Third Applicant (if any)

TERMS AND CONDITIONS

This Application is subject to terms and conditions given hereunder and shall be binding on the Applicant in respect of the apartment. These are also indicative key terms and conditions of the Agreement for Sale (**'Agreement'**) to be executed between the Applicant and Company and are given with a view to broadly familiarize and acquaint the Applicant with provisions thereof. Detailed terms and conditions shall be set out in the Agreement. *Post the allotment of an apartment by the Company the Applicant shall be referred to as the Allottee, accordingly wherever the context so requires the term 'Applicant' shall be read as 'Allottee'.*

1. The Applicant has applied for allotment of an Apartment in the residential project named as **"TRUMP TOWERS DELHI NCR"** (hereinafter referred to as the **"Project"**) being developed / constructed by **OLIVE REALCON PRIVATE LIMITED** (hereinafter referred to as the **"Company"**) on land admeasuring approx. 11457.66 square meters (i.e. 2.83125 Acres i.e. 22 Kanal 13 Marla, owned by Manglam Multiplex Private Limited (**"MMPL"**)) situated at Village: Maidawas in Tehsil & District: Gurugram, Residential Sector 65 of Gurugram-Manesar Urban Complex, Gurugram, Haryana, India (hereinafter referred to as **"Said Land"**). The Said Land is a part of a larger land parcel admeasuring 56.05 acres (i.e. 22.683 Hectares) in Village-Maidawas; Tehsil and District Gurugram (**"Total Lands"**) in Residential Sector-65 of Gurugram – Manesar Urban Complex, the title whereof vests in MMPL. The Director General Town and Country Planning / Director Town and Country Planning, Haryana has granted license for the development of a planned Group Housing Colony on the Total Lands and the Project is being developed by the Company in terms of the requisite approvals for the Project.
2. The receipt of this Application and acceptance of the booking money by the Company does not confirm the allotment of the Apartment. The said allotment shall be subject to the sole discretion of the Company.
3. The Applicant acknowledges and understands that the Project is not owned, developed or sold by Donald J. Trump, The Trump Organization or any of their affiliates. OLIVE REALCON PRIVATE LIMITED uses the "Trump" name and mark under license from DT MARKS GURGAON LLC ("Trump" or "Licensor"), which license may be terminated or revoked according to its terms, to identify and promote the Project only as **"TRUMP TOWERS DELHI NCR"**.

Further, the Applicant understands and acknowledges that the Company, OLIVE REALCON PRIVATE LIMITED is the developer and/or the promoter {as defined in The Real Estate (Regulation and Development) Act, 2016} of the Project. The Company has the complete authority and all appropriate and requisite rights and powers inter alia to undertake the marketing, sale and administration of the apartments in the mixed land use project to be developed on the Said Land including the conveyance of the said apartments and also to act under and enforce the Agreement. The Company has the right and is fully authorized and empowered to receive applications for sale of apartments, make and negotiate terms and conditions for such sale, receive the Total Consideration and other charges as stated herein and as stated in the Agreement and/or as otherwise may be due from the Applicant and to give valid discharge/ receipts thereof in its own name, make allotments of apartments, execute the Agreement, sign, execute and register further documentation for the conveyance and sale of apartments and other incidental documents as may be necessary to give effect to the Agreement, and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in order to give effect to the Agreement.

4. The Applicant has applied for the allotment of an apartment with full knowledge and understanding of the provisions of Real Estate (Regulation and Development) Act, 2016 (16 of 2016) (**"Act"**), the Haryana Real Estate (Regulation and Development) Rules, 2017 (**"Rules"**) and the Regulations made thereunder for the State of Haryana, in general and District Gurugram in particular and other Applicable Laws for the State of Haryana in general and the Project in particular. The Applicant further agrees to comply with any rules,

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

policies, regulations and guidelines made with respect to the apartment by the Company / the Maintenance Agency / the Competent Authority(ies) /registered Association of Allottees. If this Application is accepted by the Company, the allotment of the apartment in pursuance thereof shall be subject to the terms and conditions stated herein, the Allotment Letter and the Agreement.

5. The Applicant confirms that it/she/he has been provided with (a) the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan AND (b) the specifications, amenities, facilities, etc. regarding the Project and the Apartment along-with Car Parking Spaces. The Company shall develop the Project in accordance with the bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of Act, etc. It is agreed that the Company shall not make any additions and alterations relating to the Project in the sanctioned building plans, without following the process of law and where required without previous written consent of the Applicant as per the provisions of the Act and Rules made thereunder and/or as per approvals/instructions/ guidelines of the competent authorities. Provided that the Company may make such minor additions or alterations as may be (a) required by the Applicant, or (b) according to the provisions of the Act and Rules made thereunder or (c) in accordance with the approvals / instructions / guidelines of the competent authorities or (d) typical or unavoidable to occur during the construction / development of a project of this nature.
6. In the event the Applicant proposes to cancel / withdraw from the Project without any fault of the Company, the Company herein shall be entitled to forfeit the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant for breach and non –payment of any due payable to the Company) and any fee / brokerage / margin / any rebates, earlier balance amount, if any. The rate of interest payable by the Applicant to Company shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Applicant shall be returned by Company to the Applicant within 90 (ninety) days of such cancellation or withdrawal.
7. Time is of essence for the Company as well as the Applicant. The Company shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Haryana Real Estate Regulatory Authority and towards handing over the Apartment along-with Car Parking Spaces to the Applicant and other Common Areas & Facilities to the Association of Apartment Owners or the competent authority, as the case may be. The Applicant shall make timely payment as per the Payment Plan to the Company. ‘Common Areas’ shall have same meaning as ascribed to it in sub-section (n) of section 2 of the Act read with rule 2(1)(f) of the Rules.
8. All payments by the Applicant shall be made to the Company through demand drafts/ cheques / pay orders / banker’s cheques drawn upon scheduled banks as mentioned in the Payment Plan as provided in Annexure IV.
9. The Applicant shall be liable to make timely payments of installments in accordance with the Payment Plan. If the Applicant fails to pay any installment within the said period, the Applicant shall be liable to pay interest on the unpaid amounts for the entire delay period calculated at the State Bank of India highest marginal cost of lending rate plus two percent or such rate as may be prescribed in the Act or the rules made thereunder. In case the Applicant fails to make payments for two consecutive demands made by the Company as per the Payment Plan annexed and the Applicant does not pay the same even beyond ninety days after notice from Company in this regard, then the Company shall be entitled to cancel / terminate allotment.
10. The car parking allotted with the Apartment (“Car Parking Spaces”) shall form an indivisible and inseparable constituent of the Apartment and they shall not have any independent transferability by themselves. The Co-

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

Company shall be entitled to apportion / allocate the Car Parking Spaces as conceived to be developed in the Project by the Company amongst the various owners of the residential apartments or any other construction that is made as per Applicable Law, in such manner as is deemed fit and appropriate by the Company. In accordance with such apportionment, the Car Parking Spaces has been allotted for exclusive use by the Applicant. The exact number and location of the Car Parking in the stilt/basement shall be allotted and confirmed by the Company at the time of offer of possession by the Company to the Applicant. It is clearly understood by the Applicant that the Applicant shall not have ownership or title over the Car Parking Spaces, but only an exclusive right / entitlement to use the same to the exclusion of others. The Applicant shall have no rights, claims or interest whatsoever in any parking spaces other than the Car Parking Spaces.

11. The Applicant is aware that the Total Consideration is payable as per the Carpet Area of the apartment as defined in Section 2(k) of the Act. The term 'Carpet Area' shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
12. The Applicant hereby expressly understands and agrees that so long as the Total Consideration remain unpaid / outstanding, the Applicant subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Apartment in any manner whatsoever without obtaining prior written permission of the Company and / or such Banks / Financial Institutions / Non-Banking Financial Company(ies). The Company shall not be liable for any of the acts of omission or commission of the Applicant which are contrary to the terms and conditions governing the said loan. The said written consent of the Company shall be subject to payment of the monies due and payable by the Applicant under this Application and the Agreement to be executed thereafter and payment of transfer / administrative fee for such assignment / transfer as may be determined by the Company from time to time. Such consent / permission shall always be subject to applicable laws, notifications / governmental directions. Further, upon the grant of consent by the Company, any such assignment / transfer in favour of a third person / entity shall be notified to the Company and all such transferee(s) shall furnish requisite undertakings and indemnities, as may be required by the Company, to abide by all the terms and conditions of this Agreement to be executed thereafter. The Applicant shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer / assignment.
13. The Applicant agrees and undertakes to pay all other charges on actual basis towards maintenance services, power back up, . as may be demanded by the Company at the time of notice for fit out/offer of possession as may be applicable.a
14. The Applicant, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any other statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India or any other applicable laws, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

15. The Company shall not be responsible or liable to any third party making payments or remittances to the Company for and on behalf of the Applicant and such third party shall not have any right or claim in this Application or the allotment and / or against the Company. The Company shall issue its payment receipts only in favor of the Applicant and shall communicate only with the Applicant. The Applicant shall alone be directly and completely responsible and liable for any such payment / remittance that the Company the Company may receive from any third party.
16. It is hereby expressly agreed that in the event Applicant approaches / has approached any Banks / Financial Institutions / Non-Banking Financial Company(ies) for availing of a loan in order to enable the Applicant to make payment in respect of the Apartment to the Company and / or mortgaged / mortgages the Apartment with such Banks / Financial Institutions / Non-Banking Financial Company(ies) (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks / Financial Institutions / Non-Banking Financial Company(ies)) for repayment of the loan amount, it shall be the sole and entire responsibility of the Applicant to ensure the timely payment of the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment to such Banks / Financial Institutions / Non-Banking Financial Company(ies) of any such loan amount or any part thereof taken by the Applicant. All costs in connection with the procurement of such loan and mortgage of the Apartment and payment of charges to Banks / Financial Institutions / Non-Banking Financial Company(ies) shall be solely and exclusively borne and incurred by the Applicant. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Apartment to which the Applicant has no objection and hereby waives his right to raise any objection in that regard.
17. The Company shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Apartment Owners after completion of the entire Project, as the case may be, upon the issuance of the occupation certificate for the entire Project. The Applicant shall be liable to pay maintenance charges from the date of possession to the Association of Apartment Owners duly formed in accordance with the Act and Rules.
18. The Company shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the said land, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the competent authorities. The Company is dependent on the competent authorities for providing such external linkage and the Company shall not be responsible for such unfinished works, save and except towards payment of development charges or similar charges to the extent set out herein. In the event the competent authorities are not able to provide such external facilities by the time the apartment is handed over to the Applicant / Allottee, then the Applicant / Allottee agrees and understands that such services and facilities shall have to be availed through Third Party agencies/ vendors (such as, power-back up facility through DG sets and water tanker facilities) for which charges shall be payable by all the Allottees, as determined by the Company / Association of Allottees.
19. The Applicant undertakes to abide by and comply with all the laws, rules and regulations, terms and conditions applicable / made applicable to the said Apartment / Project.
20. The Company shall be entitled to terminate this Application on (i) non-payment of any installment of the Total Consideration or the interest payable on the same as mentioned in this Application, or (ii) any request from the Applicant for cancellation of this Application, or (iii) breach of any of the representations, warranties and

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Application, or (iv) failure of the Applicant in execution of the Agreement when called upon by the Company for the same. On termination, the Company shall be entitled to forfeit / deduct / recover (a) the entire Booking Amount, (b) the brokerage / commission paid by the Company to any channel partner / property dealer / broker / real estate agent through whom the Applicant applied for the allotment of the Apartment, (c) any other benefit given by Company to the Applicant at the time of submission of the Application by the Applicant, and, (d) any interest accrued from the Applicant to the Company on delayed payments. However, in case the amount paid by the Applicant till the date of termination is less than the amount which Company is entitled to recover as aforesaid, then the Applicant shall further be liable to pay the difference / shortfall to the Company.

21. The Applicant shall use the Apartment only for the 'residential' purposes as per the provisions of the Allotment Letter, Declaration and Bye Laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Apartments / flats in the Project or in the Group Housing Colony nor for any illegal or immoral purposes. 'Declaration' shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Company with regard to the Project under the Haryana Apartment Ownership Act, 1983, with the Competent Authorities with regard to the said Project.
22. In case of a contradiction between the terms and conditions herein and the Agreement, which the Applicant are required to sign and execute on confirmation of allotment, the terms and conditions of the Agreement shall survive and supersede.
23. That in case there are Joint Applicant(s), all communications shall be sent by the Company to the Applicant(s) whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Applicant(s). The Applicant shall keep the Company advised about its latest mailing address, both postal and e-mail, failing which all demands / notices / communications shall be deemed to have been delivered and served upon the Applicant at the address last recorded by the Company. The Applicant shall remain liable for any default in payment and / or other consequences that might accrue due to any change in postal address / e-mail address. It is hereby clarified that in case of joint applicant(s), all notices and other communications shall be sent by the Company in the name and at the address of the person first-named as the Applicant in the Application or as otherwise communicated to the Company and each of such notice and communication shall for all purposes be considered to be delivered and served upon all other applicants. No separate notice / communication will be sent to any of the other joint applicant(s). The Applicant confirms and agrees that any communication to the email address provided in the Application shall be considered a valid communication to the Applicant.
24. In case the cheque / bank draft / pay order / banker's cheque submitted along with this Application is dishonored then the booking shall stand automatically cancelled without any intimation to the Applicant.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, 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 Act.
26. Singular shall mean and include plural and masculine gender shall mean and include feminine gender wherever applicable.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

FOR OFFICE USE ONLY

Receiving Officer:

Name: _____ Signature: _____ Date: _____

ACCEPTED [] / REJECTED [] REGISTRATION NO: _____

1. Type of Booking: Direct [] / through Channel Partner [] _____
2. Remarks (if any) _____

Date: _____

Place: _____

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

FLOOR PLAN OF THE APARTMENT

SPECIFICATIONS OF THE APARTMENT

TOTAL CONSIDERATION

Total Consideration of the Unit is ₹ _____/- @ ₹ _____ per sq. ft. of Carpet Area (Cost of the Unit is ₹ _____/- and GST amount of ₹ _____/- as Calculated @ 12%).

1. A Carpet Area of _____ sq. mtrs. / _____ sq. ft.
2. Exclusive balcony / Verandah having an area of _____ sq. mtrs./ _____ sq. ft. (approx.)

ANNEXURE III B**OTHER CHANGES**

In addition to the Total Consideration, the Allottee shall be liable to pay the following:

Interest Free Maintenance Security (IFMS) of ₹. _____/-per sq.ft. of Carpet Area. Power Back-Up

Charges: ₹. _____/-per sq.ft. of Carpet Area

Notes:

- The Applicant shall make all payments within the stipulated time as mentioned in the Payment Plan as provided in Annexure IV through A/c Payee cheque/ demand draft/ bankers cheque or online payment in the bank accounts.
- The Applicant authorizes the Company to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant against the Apartment along-with Car Parking Space, if any, in his/ her name and the Applicant undertakes not to object/ demand/ direct Company to adjust his payments in any manner.
- The Total Consideration is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. Company undertakes and agrees that while raising a demand on the Applicant for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the competent/statutory authorities, Company shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act, the same shall not be charged from the Applicant.

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

TOTAL CONSIDERATION

[•]

Notes / Terms:

- *All Payments are to be made by A/c payee Cheque / Banker's Cheque / Pay Order / Demand Draft payable at New Delhi / Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of/ to the account of Trump Towers Delhi NCR. The Application would be considered for provisional allotment subject to realization of the booking advance. The date of clearing of the instrument / receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Applicant's account and credit shall be granted from the date of actual receipt of funds.*
- *The allotment shall be valid only subject to clearance of amounts tendered by the Applicant and subject to future payments on time.*
- *Upon issuance of the allotment letter, the Applicant shall be liable to pay the agreed Total Consideration and the Other Charges as specified in Payment Plan together with the applicable government taxes and levies as per the Payment Plan specified in Annexure hereunder, time being of all essence.*
- *The Applicant shall, in relation to the Apartment (so allotted), make all payments to the Company from his own bank account only and not from and through the bank accounts of any third party. The Applicant alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Apartment (so allotted) shall be issued in favor of the Allottee only. Payments from sources other than the Applicant(s) ("Third Party") is/are to be accompanied with requisite no-objection certificate(s) as per the approved format of the Company failing which the Company may in its sole discretion reject the same and may return directly to said Third Party.*
- *The Agreement for Sale / Buyers Agreement shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Laws including the Haryana Apartment Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana).*
- *If Allotment of the said Apartment is cancelled either by the Applicant or by the Company, the Applicant shall cease to have any claim against / upon the said Apartment and / or against the Company and/or the said Project (except for the refund as stated herein) and the Company shall be free to deal with the said Apartment in any manner whatsoever without any further reference / intimation to the Applicant.*
- *Please further note that the Agreement for Sale / Buyers Agreement shall contain detailed terms and conditions of the sale of the Apartment in favor of the Applicant / allottee. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale / Buyers Agreement shall prevail.*
- *The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Goods & Services Tax (GST) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Applicant to the Company (collectively referred to as "Taxes"). The Applicant shall further be liable to pay any change / modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Apartment).*
- *The heads as mentioned in this Application Form and more particularly the payment schedule are subject to change as per and as permissible under the applicable laws and more particularly the rules to be notified by the State Government of Haryana under the Real Estate (Regulation and Development) Act, 2016 and any modifications thereunder.*
- *Stamp duty and registration charges on actuals shall be additionally payable by the Applicant.*
- *It shall be the sole responsibility of non-resident/foreign national/person of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India and other competent authorities.*

Signature of Sole/First Applicant_____
Signature of Second Applicant (if any)_____
Signature of Third Applicant (if any)

- *To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the unit exceeds ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013), by deducting Tax at Source (TDS) @ 1% (one percent) from each instalment/payment. Applicant shall be required to submit TDS certificate and challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Company so that the appropriate credit may be allowed to the account of the Applicant.*
- *Taxation particulars of Olive Realcon Private Limited*

PAN No.: AABCO5163E

GST No.: 06AABCO5163E2ZO

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)