

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY

The allotment and sale of an Apartment in (“**Project -“Trump Towers Delhi NCR”**”) located at Sector 65 of Gurugram -Manesar Urban Complex, Gurugram, Haryana, India is subject to the set of terms and conditions as set out in the Agreement for Sale 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, and other Applicable Law. Upon its execution, the Allottee agrees and confirms having read, understood and accepted the entire Agreement containing the detailed terms and conditions and undertakes to faithfully abide by all the terms and conditions thereof. The Promoters reserves its right to reject and refuse to execute this Agreement in case any amendment, overwriting, correction, cancellation, erasure, alteration or modification is made in/to any provision of this Agreement by the Allottee unless as may otherwise be separately advised in writing by the Promoters.

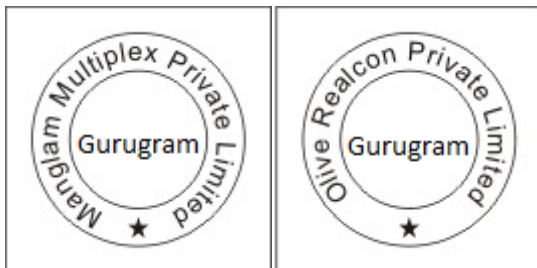
Upon the due execution and registration of the Agreement (Three sets), by the Allottee and the Promoters, one duly signed original set of the Agreement (as duly registered with and endorsed with the registration particular by the jurisdictional Sub-Registrar of Assurances) will be returned to the Allottee for his/her/its/their own record and the one original set (as duly registered with and endorsed with the registration particular by the jurisdictional Sub-Registrar of Assurances / with the original signatures of all the Parties hereto) will be retained by the Promoters and third original set (as duly endorsed with the registration particular by the jurisdictional Sub-Registrar of Assurances) will be retained by the jurisdictional Sub-Registrar of Assurances.

All the terms & conditions, rights and obligations of the parties as contained in the Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and any other applicable law. Any provision of the Agreement which is inconsistent or contradictory to The Real Estate (Regulation & Development) Act, 2016 (read with the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and the applicable law) shall not have any effect and be deemed void.

Please send all the three signed original sets of the Agreement along with requisite documents to the Promoters at their address mentioned herein.

Correspondence Address:

**The Trump Sales Gallery
The Oberoi, 443 Udyog Vihar, Phase V, Gurgaon -122016**



AGREEMENT FOR SALE

1. Nature of document	-	Agreement for Sale
2. Village/Block	-	Village Maidawas, Sector-65
3. Tehsil	-	Gurugram (Gurgaon)
3A. Sub-Tehsil	-	Badshapur
4. District	-	Gurugram (Gurgaon)
5. Carpet Area	- Mtr. (..... Sq. Ft.)
6. Sale Consideration	-	Rs..... /-
7. Booking Amount	-	Rs. /-
8. Stamp Duty	-	Rs. 2000/-
9. Stamp Certificate No. /Date	-	
10. Stamp GRN	-	
11. Registration fee	-	Rs..... /-
12. Registration Fee GRN	-
13. Commercial or residential	-	Residential
14. Apartment No.	-
15. Apartment Type	- BHK
16. Property Address	-	Apartment No., Floor, Tower No. in Project 'Trump Towers Delhi NCR', Village Maidawas, Sector 65, Tehsil & District Gurugram (Gurgaon), Haryana

AGREEMENT FOR SALE

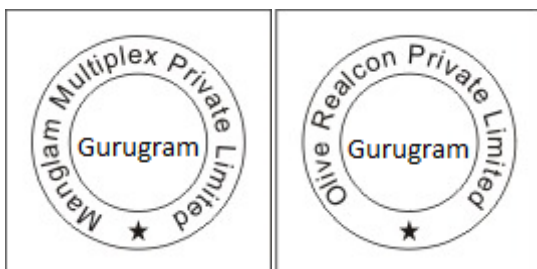
This Agreement for Sale ("Agreement") is made and executed on this ___ day of _____ (Month), 20____,

BY AND BETWEEN

OLIVE REALCON PRIVATE LIMITED (CIN No. U70100HR2011PTC043561), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Unit No-SB/C/5L/Office/008,M3M Urbana,Sector-67,Gurugram Manesar Urban Complex,Gurugram-122102,Gurgaon, Haryana- 122002, India (PAN - AABCO5163E), represented by its authorized signatory _____ (Identification Card no. _____) son / daughter / wife of _____ authorized vide board resolution dated: 15-March-2018 (hereinafter referred to as "**ORPL**") which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

MANGLAM MULTIPLEX PRIVATE LIMITED (CIN No. U55101HR2003PTC044839), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be],



having its registered office at _____ and its corporate office at LGF, F-22, Sushant Shopping Arcade, Sushant Lok Phase - 1, Gurugram (Gurgaon) -122002, Haryana, India (PAN - AAECM0481G), represented by its authorized signatory _____ (Identification Card no. _____) son / daughter / wife of _____ authorized *vide* board resolution dated _____ (hereinafter referred to as “MMPL”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns);

(“MMPL” and “ORPL” are hereinafter collectively referred to as the “Promoters” being part of the First Part).

AND

[If the Allottee is an Individual]

Mr. _____ son of Lt. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

AND/OR

[If there are more than one Allottee(s) as Individual]

Ms. _____ wife of Mr. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

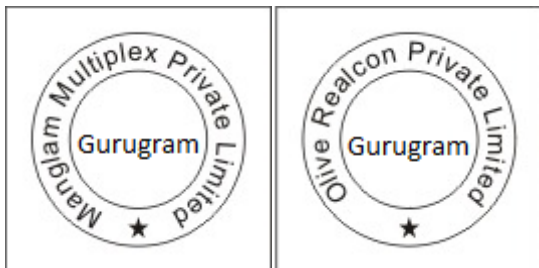
Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

AND/OR

[If the Allottee is a HUF]

Mr. _____ son of Mr. _____ permanent resident of _____



_____ and _____ presently residing _____ at
 _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF,
 having its place of business / residence at _____

 (PAN No. _____, Aadhar/ UID No. _____);

AND/OR

[If the Allottee is a Sole Proprietorship Firm]

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr.
 _____ permanent resident of _____
 _____ and _____ presently residing _____ at
 _____ carrying on the business and trading as a Proprietor Firm, having its office at _____
 _____ acting through its Proprietor Mr./Ms./Mrs. _____ son/ daughter/ wife
 of Mr. _____ (PAN No. _____, Aadhar/ UID
 No. _____);

AND/OR

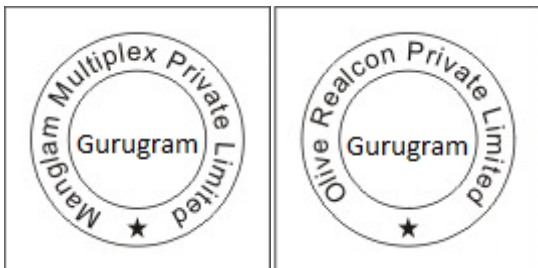
[If the Allottee is a Partnership]

_____, a Partnership Firm duly
 registered under the Indian Partnership Act, 1932 with the office of the Registrar of Firm/ a Hindu
 Undivided Family/ a Limited Liability Partnership duly registered under the Limited Liability
 Partnership Act, 2008 vide Registration No. _____ (PAN No.
 _____), having its principal place of business/ head office at _____
 _____ acting through its authorized Partner/ Karta/ Authorized Signatory, Mr./Ms./Mrs.
 _____ son/ daughter/ wife of Mr. _____
 (Aadhar No. _____ / UID No. _____) (copy
 of the resolution/letter of authority signed by all the partners to be submitted along with the Agreement
 by the Allottee);

AND/OR

[If the Allottee is a company]

_____, a company incorporated
 under the Companies Act, 1956 and existing under the Companies Act, 2013 and existing under the
 Companies Act, 2013 (CIN # _____, PAN No.



_____), having its registered office at _____, acting through its duly constituted and authorized signatory, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) duly authorized vide Board Resolution dated ___/___/20___, which is still valid, subsisting and has not been revoked;

AND/OR

[If the Allottee is a Society]

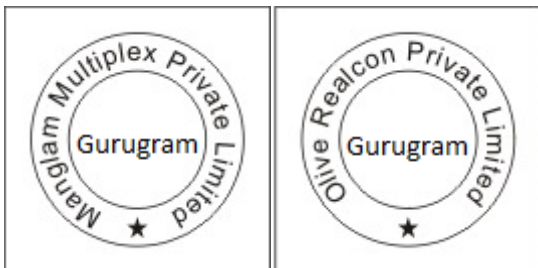
M/s. _____, a society registered under the Societies Registration Act, 1860, (Registration No. _____, PAN No. _____), having its registered office at _____ acting through its duly constituted and authorized signatory, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____), duly authorized vide Board Resolution dated ___/___/20___, which is still valid, subsisting and has not been revoked;

AND/OR

[If the Allottee is a Trust]

_____, a Trust registered under the Indian Trusts Act, 1882, (Registration No. _____, PAN No. _____), having its registered office at _____, acting through its duly constituted and authorized Trustee, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) duly authorized vide Resolution dated ___/___/20___, which is still valid, subsisting and has not been revoked;

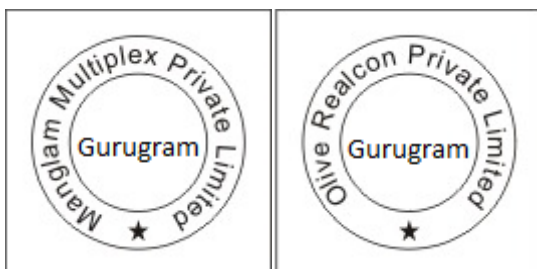
(hereinafter singly/jointly, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/ LLP/ Karta and each member of the HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company/ society/ trust - its successor(s)-in-interest and permitted assign(s); as the case may be) of the **Second Part**.



The Promoters and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

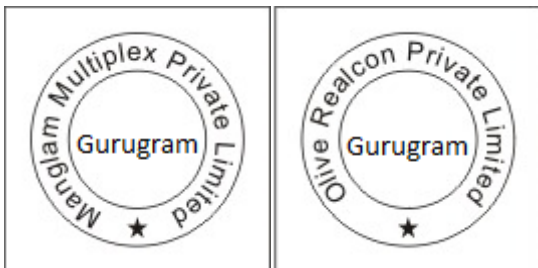
WHEREAS:

- A. MMPL is the absolute owner of a contiguous land parcel ad-measuring approximately 11457.66 square meters (i.e. 2.83125 Acres [1.145766 Hectares] i.e. 22 Kanal 13 Marla) situated at Village: Maidawas in Tehsil & District: Gurugram, Residential Sector 65 of Gurugram-Manesar Urban Complex, Gurugram, Haryana (“**Project Land**”). The Project Land is more particularly described in **Schedule-I** herein.
- B. The Project Land is an integral part of the Total Land as defined in Schedule IV clause (a) for which the Director Town and Country Planning, Haryana has granted Licenses under the Haryana Development of Urban Areas Act, 1975 and related rules for development of residential group housing colony. The said Licenses are further detailed in **Schedule-II** herein. MMPL is the absolute owner of the “Total Land” admeasuring approximately 56.05 Acres (22.683 Hectares) situated in Sector-65, Village: Maidawas in Tehsil & District: Gurugram and is in the process of developing and constructing thereupon, in a planned and phased manner, a Group Housing Colony which shall, inter alia comprise of various blocks / segments / constituents / parts / phases / buildings and apartments therein, with suitable infrastructural facilities including multi-level basement parking(S), all in accordance with the Licenses and the building plans as approved from time to time by DGTCP (hereinafter referred to as the “**Group Housing Colony**”). The Group Housing Colony is being developed / will be developed over a period of time in a planned and phased manner comprising of various parts / blocks / segments / constituents.
- C. ORPL has been vested with legal and lawful development rights on the Project Land under the definitive agreement and amendments thereto being Agreement dated 29.01.2015, and amendments and modifications thereto and MMPL has further affirmed the transfer of e development rights in the Project Land and also the grant of marketing rights on the Project Land, by and under (a) a Development Agreement dated 16th August, 2018, which is registered as Document No. 5556 on 16.08.2018 with the Sub Registrar, Badshahpur, Gurugram and (b) an Amendment Agreement dated 20.09.2018, which is registered as Document No. 7274 on 20.09.2018 with the Sub Registrar, Badshahpur, Gurugram (hereinafter collectively referred to as the “**Development Agreement**”) and the same are still valid, binding and subsisting. The Director Town and Country Planning, Haryana has granted permission for joint development rights and marketing rights for the Project Land vide Memo No. LC-1043-III-JE (VA) 2018/ 29277 dated 12-10-2018 to MMPL and ORPL for an area admeasuring 2.83125 acres w.r.t. License No. 234 of 2007, License No. 52 of 2009 and License No. 35 of 2010 granted to MMPL for Group Housing Colony in Sector-65, Gurugram, Haryana..
- D. The Project Land is earmarked under the relevant approvals and the Development Agreements for the purpose of building a residential housing project, comprising of 2 multi-storied building(s) and the said project shall be known as ‘Trump Towers Delhi NCR’ (“**Project**”) and



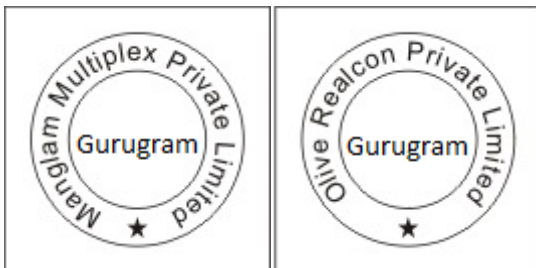
which shall be a part of the larger development and the licensed Group Housing Colony.

- E. ORPL and MMPL are fully competent to enter into this Agreement and all the legal formalities with respect to the title of MMPL and joint development rights and marketing rights of ORPL regarding the Project Land have been complied with respectively by ORPL and MMPL..
- F. The Promoters have obtained approval of the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approvals for the Project as the case may be, from Director Town and Country Planning, Haryana and other relevant government authorities. The Promoters agrees and undertake that they shall not make any changes to the Sanctioned Building Plans related to the Project, on the Project Land except in strict compliance with Section 14 of the Act/ any other laws of the State as applicable. This shall however in no manner be interpreted as and restricting MMPL's and/or its nominee's/ assignee's right to the development undertaken, being undertaken and to be undertaken in other parts, phases, blocks, segments of the Group Housing Colony other than this Project (including any additions / alterations thereto) which also includes revision of the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approvals for other parts, phases, blocks, segments of the Group Housing Colony.
- G. The Promoters have registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority on 28.11.2017 under registration no. 375/2017.
- H. The Promoters have obtained and shall be further obtaining (at the relevant time) further necessary sanctions, permissions and approvals from the concerned authorities/ relevant government authority(ies)/ competent authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder for the Project or part thereof.
- I. The Project being so developed on Project Land shall be an integrated complex and part /phase / constituent / segment of the larger development of the "Group Housing Colony", being undertaken by MMPL and/or its nominees and assigns.
- J. This Agreement is limited to the said Project in general and the Apartment in particular. The Allottee has understood all limitations, restrictions, requirements and obligations of MMPL as the developer of the Group Housing Colony and ORPL as the co developer of the Project and that of the Allottee in respect thereof. The extent of the Project Land may be modified by way of addition/ deletion of land parcels and merging with the Project Land in future to the extent as may be acquired/required/desired pursuant/ consequent to any directions/approvals by the Director General, Town and Country Planning, Haryana ("DGTCP") (formerly known as Director, Town and Country Planning {"DTCP"}) and/or any other relevant government authority(ies)/ competent authority(ies) and/or as may be permissible under the Act and the Rules and the Applicable Law and in the manner as provided thereunder.
- K. The Allottee had applied for residential apartment in the Project *vide* Application No. _____ dated: and has been allotted Apartment No. having Carpet Area of sq. Ft. [..... sq. Mtrs.], in [tower/ block/ building] no.



(“**Building**”) on floor (hereinafter referred to as the “**Apartment**”) along with exclusive right to use car parking spaces in the stilt/ basement, as permissible under the Applicable Law and proportionate rights in the Common Areas & Facilities (a defined herein) in accordance with the HAO Act. The Apartment is more particularly described in **Schedule A** herein. The floor plan of the Apartment is **Schedule B** herein.

- L. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- M. MMPL and ORPL have made further Project specific disclosures to the Allottee as provided in **Schedule-III** herein, which shall form an integral part of this Agreement.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project and after having read all the terms and conditions of this Agreement.
- O. The Parties agree and understand that the scope of this Agreement is limited to the conditions for allotment/ sale of the Apartment in the said Project being developed as per currently approved building plan and for the consideration agreed herein only. All the amounts as set out herein and payable by the Allottee in accordance with the annexed Payment Plan are solely in lieu of the consideration for the transfer/ sale/ conveyance of the Apartment.
- P. The Allottee acknowledges and accepts a copy of the Buyer’s Agreement was made available to him at the time of the Application seeking booking of an apartment and further a copy of this Agreement been made available to the Allottee has been carefully read over and explained to him with its full legal import and effect and the Allottee has obtained independent legal and professional advice on all the aspects and features before deciding to proceed further. Accordingly, the Allottee confirms executing this Agreement with full knowledge and understanding of its terms and conditions, including their legal implications, and is in unconditional and unqualified concurrence and agreement with the rights, duties, responsibilities, obligations of the Parties under this Agreement. The execution of this Agreement is an independent, informed and unequivocal decision of the Allottee.
- Q. The Allottee has, without any promise or assurance otherwise than as expressly contained in this Agreement, relied upon personal discretion, independent judgment and investigation and being fully satisfied has decided to enter into this Agreement for the purchase of the Apartment. The Allottee further confirms having considered, reviewed, evaluated and satisfied itself with the specific features of the Project.
- R. The Parties, relying on the confirmations, representations and assurances of each other, do hereby agree to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- S. The Allottee has represented and warranted that it has legal and valid power and authority to enter into and perform this Agreement and there is no legal restraint/ impediment in this regard and further the Allottee and/or its spouse/ parents/ children have never been accused and/or prosecuted and/or convicted by any competent authority / government authority, of any offence



relating to money laundering and/or violation of the provisions of Foreign Exchange Management Act, 1999 (erstwhile Foreign Exchange Regulation Act, 1973) or any substitute or derivatives thereof, Benami Transactions (Prohibition) Amendment Act, 2016 or any substitute or derivatives thereof or faced action on account of any default with respect to any property allotted in any other project of the Promoters or any of the associates/ affiliates of the Promoters or has instituted any suit or complaint or criminal or other actions/ proceedings whatsoever against the Promoters, any of its affiliates or associates. The Allottee hereby understands and represents that any failure by it to furnish true and correct information or transparently disclose the true and correct facts with respect to this warranty shall amount to the breach of this Agreement and the Allottee shall be liable to all the consequential action there under.

- T. It is expressly clarified that the Promoters have not represented in any manner or intended in any manner to convey any right or interest outside the boundary / limits of the said Project and no impression / representation of any kind has been given to the developments and/or constructions that may take place outside the boundary / limits of the said Project even through the said Project is a part of the larger Group Housing Colony.
- U. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Apartment for Residential use along-with Car Parking Space as specified in Recital K above and in the manner provided herein.

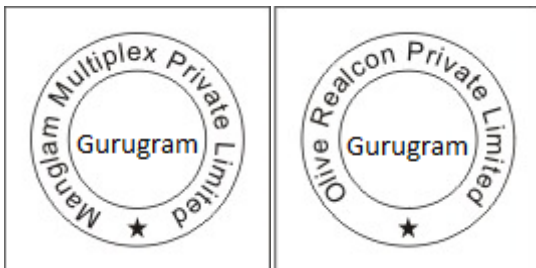
NOW THEREFORE IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THIS AGREEMENT WITNESSES AS UNDER:

1. DEFINITIONS

The capitalized terms in this Agreement shall have the meaning as ascribed to them in **Schedule-IV** herein.

2. TERMS

- 2.1 Subject to the terms and conditions as detailed in this Agreement, ORPL in concurrence with MMPL, the Promoters agree to sell to the Allottee and the Allottee hereby agree to purchase, the Apartment along-with exclusive right to use Car Parking Space, as permissible under applicable law including the HAO Act.
- 2.2 The Total Consideration for the built-up Apartment along-with Car Parking Space based on the carpet area is ₹.....(RupeesOnly). The break up and description of the Total Consideration is provided in **Schedule-C Part I** herein. Further, in addition to the Total Consideration, the Allottee shall pay the Other Charges as described in **Schedule – C Part II**. The Allottee shall make the payment as per the payment plan (“**Payment Plan**”) set out in **Schedule C –Part III**.



2.3 The Total Consideration as mentioned above includes the booking amount paid by the Allottee.

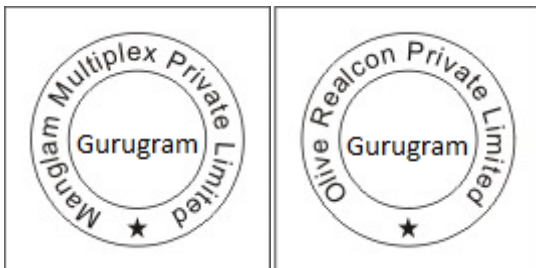
2.4 The Total Consideration as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project) paid/ payable by the Promoters up-to the date of handing over the possession of the Apartment and Car Parking Space (if applicable) and internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., to the Allottee or the competent authority, as the case may be. Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc. stated herein, the subsequent amount payable by the Allottee to ORPL shall be increased/ decreased based on such change / modification. Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

The Applicant has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. Therefore, the Application has been made by the Applicant having being fully aware that all payments made on and after 01.07.2017 will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he / she shall not claim any GST credit and/or claim any reduction in price of the Unit due to application of GST.

2.5 ORPL shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by ORPL within the time and in the manner specified therein. In addition, ORPL shall provide to the Allottee on demand by the Allottee, the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.

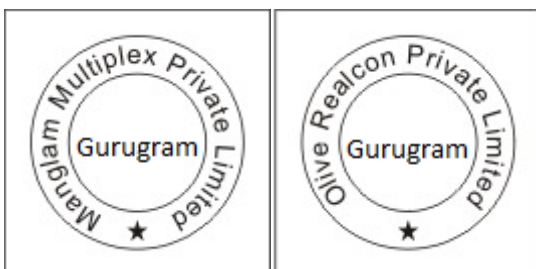
2.6 The Total Consideration includes recovery of price of land, development/ construction of the Apartment and Common Areas & Facilities, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas & Facilities as per Clause 13 and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment along-with exclusive right to use Car Parking Space in the Project.

2.7 The Total Consideration is escalation-free, save and except increases which the Allottee 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, which the Allottee shall be liable to pay proportionately with other allottees of the Project. The Allottee also agrees that in case of any decrease (including with retrospective effect, if any) in any of the components forming part of



development charges that may be notified by a Competent Authority, the same shall be adjusted proportionately in favour of the Allottee, and such adjustment shall be made from the next installment due from the Allottee following the intimation of such decrease by ORPL / Competent Authority, as the case may be. ORPL undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges/ fees/ levies etc. imposed by the Competent Authorities, ORPL shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, 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 Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

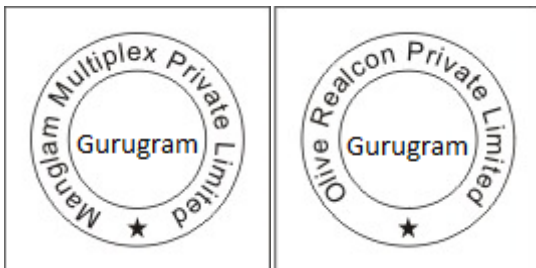
- 2.8 ORPL may allow, in its sole discretion, a rebate¹ for early payments of installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by ORPL unless agreed upon by the Allottee. However, in the event ORPL completes the construction before the stipulated time period and the Allottee is required to make early payments as stated in the Payment Plan, then in such events the Allottee shall not be entitled to such early payments rebates/discounts and the Allottee agrees to the same.
- 2.9 It is agreed that ORPL shall not make any additions and alterations relating to the Project in the Sanctioned Building Plans, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authorities. The specifications, nature of fixtures and fittings of the Apartment and the amenities (including club house) will be as described herein at **Schedule 'D'** herein. Provided that, ORPL may make such minor additions or alterations as may be (a) required by the Allottee 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 the nature as stipulated herein or (e) such other changes as may be required to make the enjoyment of the Project comfortable and convenient for all allottees / occupants / users at large. The Allottee confirms that the specifications relating to the Apartment as provided in **Schedule 'D'** herein are acceptable to the Allottee. The Allottee also confirm that the specifications, nature of fixtures and fittings of the Apartment and the amenities (including club house) as provided in **Schedule 'D'** herein are in accordance with the understanding received by the Allottee from the advertisements, brochures, website etc., and in case of any deviations, the understanding on the specifications, nature of fixtures and fittings of the Apartment and the amenities (including club house) as provided in **Schedule 'D'** herein shall survive.
- 2.10 ORPL shall confirm to the Carpet Area that has been allotted to the Allottee after the construction of the Building / Apartment, is complete and the occupation certificate/ part occupation (as the case may be) is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Consideration payable for the Carpet Area



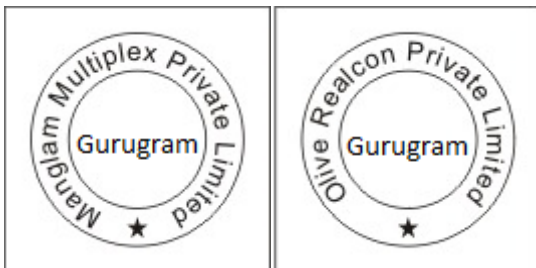
shall be recalculated upon confirmation by ORPL. If there is reduction in the Carpet Area then ORPL shall refund the excess money paid by the Allottee within ninety (90) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. In the event such interest is not prescribed in the Rules, ORPL shall refund the excess money paid by the Allottee within ninety (90) days with annual interest at the State Bank of India highest marginal cost of lending rate plus two percent p.a., from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than 5% (five percent) of the carpet area of the Apartment, allotted to the Allottee, ORPL may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule-‘C’**. All these monetary adjustments shall be made at the same rate per square feet as provided in **Schedule –‘C’** herein.

If the increase in the Carpet Area of the Apartment is more than 5% (five percent) and such variation is not acceptable to the Allottee, every attempt shall be made to offer an alternate apartment of a similar size and nature within the Project, subject to availability. In the event that such an alternate apartment is available and the Allottee accepts such alternate apartment, the applicable Total Consideration of such alternate apartment, resulting due to such changed location / apartment / unit shall be payable or refundable, as the case may be. No other claim, monetary or otherwise, shall lie against the Promoters. In the event, the Allottee does not accept such alternate apartment or if there is no other apartment of a similar size and nature at another location within the Project, the Allottee shall be refunded the actual amounts received against the Total Consideration along with interest thereon, at the rate prescribed in the Rules, which shall be full and final satisfaction and settlement of all claims / demands of the Allottee and no other claim, monetary or otherwise shall lie against the Promoters and the Apartment. ORPL shall, thereafter, be entitled to allot such cancelled Apartment and the car parking spaces, if any to any prospective buyer/ third party of its choice without any reference to the Allottee and/or his bank / financial institution / non-banking financial entity / other lending institution / lending entity.

- 2.11 The Allottee shall have the right to the Apartment for Residential use along-with exclusive right to use Car Parking Space as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment for Residential use.
 - (ii) The Allottee shall have exclusive right in perpetuity to use the Car Parking Space, as may be permitted under the HAO Act.
 - (iii) The Allottee shall also have a right in the Common Areas & Facilities in accordance with the Act and the HAO Act. The Allottee shall use the Common Areas & Facilities along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the ORPL shall hand over the Common Areas & Facilities to the Association of Apartment Owners after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under the Act and/or the HAO Act.



- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment for Residential use, except that the access during construction phase shall be granted subject to safety parameters and the procedure as may be provided for by ORPL.
- 2.12 ORPL agrees to pay all outstanding payments before offer for physical possession of the Apartment to the Allottee as per Clause 8.2 below, which it has collected from the Allottee, for the payment of such outstanding (including land cost, municipal or other local taxes/ charges/ levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If ORPL fails to pay all or any of the outstanding(s) collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee, ORPL agrees to be liable, even after the transfer of the Apartment, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. However, in case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 8.2, such Allottee shall continue to be liable to pay such charges as specified in Clause 8.2 and Clause 8.3 below.
- 2.13 The Allottee has paid a sum of ₹./- (Rupees only) as booking amount being part payment towards the Total Consideration of the Apartment along-with Car Parking Space at the time of application; the receipt of which, ORPL hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment along-with Car Parking Space as prescribed in the Payment Plan provided in **Schedule-C** as may be demanded by ORPL within the time and in the manner specified therein:
- Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rule 15 of Rules computed on and from the due date (i.e. interest at the rate of SBI highest marginal cost of lending rate plus two percent). Earnest Money will be 10% of the Total Consideration and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company), commission, brokerage, and rebate if any, earlier allowed to the Allottee in terms of this Agreement.
- 2.14 The Allottee agrees and understands that the scope of this Agreement is limited only to the terms and conditions for the conveyance of the Apartment for Residential use along-with exclusive right to use Car Parking Space for the Total Consideration herein agreed.
- 2.15 In case ORPL enriches / enhances the specifications of the Apartment for Residential use along-with exclusive right to use Car Parking Space on the express instructions and advise of the Allottee as accepted by ORPL and/or provides additional amenities and facilities over the norms specified by the Competent Authority in this regard, then ORPL shall be entitled to raise the demand of such additional sums for such additional service(s)/ specification(s) to the



Allottee as additional costs and charges and the Allottee agrees to pay the same to ORPL, without any delay, demur and protest.

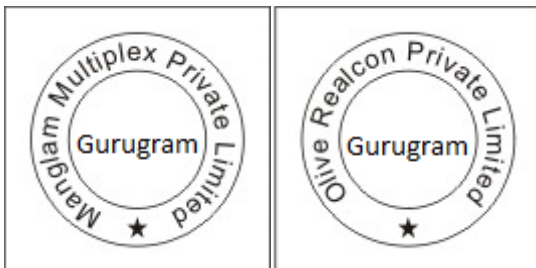
- 2.16 The Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the said Project in particular and that outside the periphery of the Group Housing Colony, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the Competent Authorities. MMPL and / or ORPL is / are dependent on the Competent Authorities for providing such external linkage and they shall not be responsible for such unfinished works, save and except towards payment of EDC 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 for Residential use along-with exclusive right to use Car Parking Space is handed over to the Allottee, then the 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 MMPL and / or ORPL / Association of Apartment Owners, as the case may be.

- 2.17 The Allottee understands and agrees that if MMPL and / or ORPL and/or the Maintenance Agency/ Association of Apartment Owners, or their nominated agency, applies for and thereafter receives permission from Dakshin Haryana Bijli Vitran Nigam Ltd. (DHBVN) or from any other body/ commission/ regulator/ licensing authority constituted by the Statutory Authority/ Government / Government of India for such purpose, to receive and distribute bulk supply of electrical energy in the Project, then the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/ direct electrical supply connection directly from any authority/ body responsible for supply of the same. Additionally, the Allottee undertakes to pay on demand to MMPL and / or ORPL proportionate share as determined by MMPL and / or ORPL of all deposits and charges paid/ payable by MMPL and / or ORPL or the Maintenance Agency/ Association of Apartment Owners to DHBVN/ any other body/ commission/ regulatory/ licensing authority constituted by the Government / Government of India/ Competent Authority. The Allottee agrees to pay any increase in the deposits, charges for the bulk supply of electrical energy as may be demanded by MMPL and / or ORPL / the Maintenance Agency/ Association of Apartment Owners from time to time and the conveyance of the Apartment for Residential use alongwith the Car Parking Space shall be withheld by the Promoters till full payment thereof is received by MMPL and / or ORPL from the Allottee.

3. **MODE OF PAYMENT:**

The Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan as provided in **Schedule C** through A/c Payee cheque/ bankers cheque / demand draft or online payment in the bank accounts and in the manner provided in **Schedule-C** herein in favour of "**Trump Towers Delhi NCR**"[**Account Number 777705996425**] Escrow Account' payable at Gurugram / New Delhi. ORPL reserves the right to amend or change the account details and payment advises/instructions and provide new or modified bank account details to allottees. 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 borne by the Allottee and credit shall be granted from the date of actual receipt of funds.

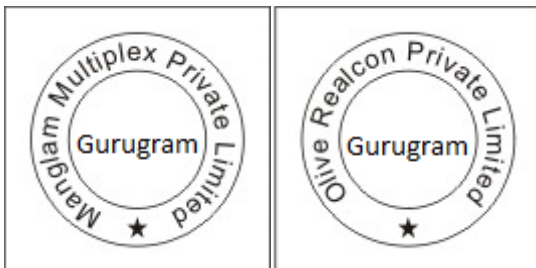
The Allottee is under legal obligation as per provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013) to deduct tax at source (TDS) @ 1% (one percent) from each instalment / payment. The Allottee shall be required to submit TDS certificate and challan showing proof of deposit of the same within 7 (seven) days from the date of remittance of payment to ORPL so that the appropriate credit may be allowed to the account of the Allottee.

The Allottee shall make all payments in time as per the Payment Plan opted by the Allottee and other applicable dues as may be demanded by ORPL from time to time.

Payments shall be subject to realization and the date of credit into ORPL's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any payments by any Third Party (on his behalf) made to ORPL in respect of the Apartment.

In case the Allottee has opted for a construction-linked payment plan, ORPL, subsequent to time-linked installments, shall send call/demand notices for installments at the address/e-mail of the first-named Allottee available in the records of ORPL, and such call/demand notices shall be deemed to have been received by the Allottee: (i) within five (5) days of dispatch by ORPL, in case sent by speed post / courier; and (ii) immediately, in case sent by e-mail. It is understood and accepted by the Allottee that time linked demands including excavation shall be common for the Project and it is only upon start of construction that demands shall be governed by construction-linked payment plan.

The Allottee understands and agrees that although the Allottee may obtain finance from any financial institution/ bank/ entity or any other lawful source for the purchase of the Apartment as may be permissible under Applicable Law, however the Allottee's obligation to make timely payments for the Apartment pursuant to this Agreement shall not be contingent upon the Allottee's ability, capacity or competence to obtain or continue to obtain such financing. The Allottee shall, regardless of any financing, remain bound under this Agreement for fulfilling all obligations relating to the payments of all dues relating to the Apartment. The rights of the financial institution/ bank/ entity shall be subservient or equivalent to the rights of the Allottee under this Agreement and shall not be more or better than that of the Allottee. The Allottee agrees and understands that ORPL shall not be under any obligation whatsoever to make any financial arrangements for the Allottee and the Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable to ORPL in accordance with the Payment Plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of any bank loan or finance and/or for any reason whatsoever and if the Allottee fails to make timely payments due to ORPL, then ORPL shall have the right to exercise all the rights and remedies as available to it under this Agreement, the Act and the Applicable Law. In the event any loan facility has been availed by the Allottee the Conveyance Deed shall be



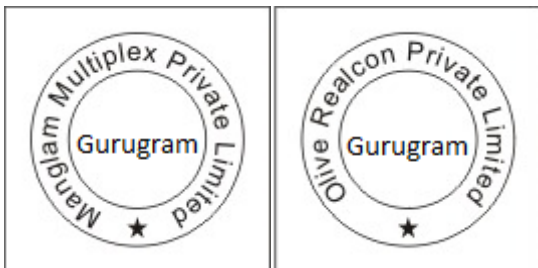
executed only upon receipt of the no-objection certificate from such bank/financial institution/entity.

Further, any refund to be made in terms hereof, shall be made to the Allottee strictly in terms of the financial arrangement and understanding and the lending facility agreement entered into between the Allottee and his bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity from whom the Allottee has raised loan / finance for purchase of the Apartment. In cases of any such refund being made by ORPL directly to the bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity, the same shall be deemed as a refund to the Allottee for the purposes of this Agreement in full and final satisfaction and settlement of account of the Allottee in respect of and in relation to the Apartment against the Allottee as well as such bank / financial institution / Non-Banking Financial Company / other lending institution / lending entity and no other claim, monetary or otherwise shall lie against MMPL and / or ORPL and the Apartment.

Save and except in the case of any bank/ financial institution/ entity with whom any agreement has been separately executed for financing the Apartment, if any, ORPL shall not accept any payments on behalf of the Allottee from a Third Party, unless the same is accompanied with a no-objection certificate from such Third Party as per the approved format of ORPL, failing which ORPL may in its sole discretion reject the same and return the said payment directly to said Third Party. ORPL shall not be responsible towards any Third Party that has made payments or remittances to ORPL on behalf of the Allottee and any such Third Party shall not have any right, title and/or interest against the Apartment and/or under this Agreement whatsoever. ORPL shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 The Allottee, 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 ORPL with such permission, approvals which would enable ORPL 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 Allottee understands and agrees that in the event of any failure on his/ her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2 MMPL and / or ORPL accept no responsibility in regard to matters specified in Clause 4.1 above. The Allottee shall keep MMPL and / or ORPL fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same



in writing to ORPL immediately and comply with all necessary formalities as specified and under the Applicable Laws. MMPL and / or ORPL shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said Apartment for Residential use applied for herein in any way and ORPL shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes ORPL to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment along-with Car Parking Space, if any, in his/ her/its name and the Allottee undertakes not to object/ demand/ direct ORPL to adjust his payments in any manner.

The Allottee agrees that ORPL shall adjust amounts received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter, towards overdue installments or any other outstanding demand and finally, the balance, if any, would be adjusted towards the current installment or current dues.

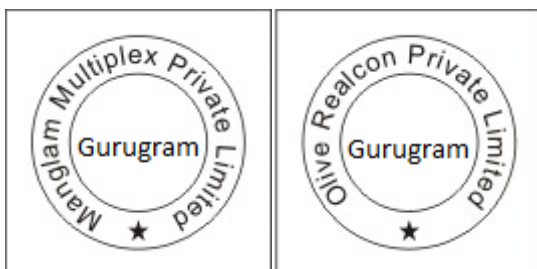
6. TIME IS ESSENCE:

The Parties agree that time is essence for the transaction under this Agreement for ORPL as well as the Allottee. ORPL shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment along-with Car Parking Space to the Allottee and the Common Areas & Facilities to the Association of Apartment Owners or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017. The Allottee shall make timely payment as per the Payment Plan set out in **Schedule C** to ORPL.

7. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen (a) the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan and (b) the specifications, amenities, facilities, etc. as provided in **Schedule-D** herein regarding the Project and the Apartment along-with Car Parking Space and has accepted the said floor/ site plan, payment plan and the specifications, amenities, facilities, etc. annexed along with this Agreement which has been approved by the competent authority, as represented by ORPL.

ORPL 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. Subject to the terms in this Agreement, MMPL and / or ORPL undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the provisions and norms prescribed by Haryana Development of Urban Areas Act, 1975 and related rules, the Punjab Act and the Punjab Rules and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and/or as otherwise



provided for herein in this Agreement, and any breach of this term by ORPL shall constitute a material breach of the Agreement. The Allottee agrees, understands and acknowledged that the Project is a part / phase / segment/ constituent of “Group Housing Colony” being developed by MMPL and its assigns / nominees over larger Lands in a planned and phased manner over a period of time and shall not object to any such developments undertaken, being undertaken and to be undertaken over a period of time including any land reserved and earmarked for future developments and also land parcels which may be further added to the “Group Housing Colony” as per the Applicable Law and ORPL in terms of the permission and approval granted by DTCP is codeveloper in so far as the said Project within the Group Housing Colony. Further, in case of any such additional construction, MMPL and its assigns / nominees shall undertake that such construction shall not, in any way, create any nuisance or disturbance to the allottees or any person claiming under/through them of the Project Land.

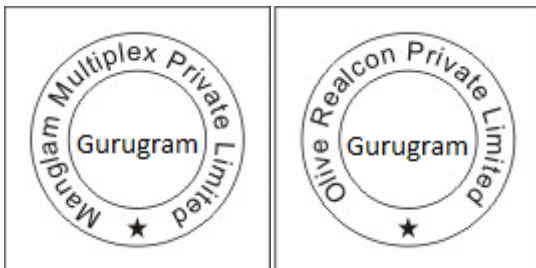
8. POSSESSION OF THE APARTMENT FOR RESIDENTIAL USE:

8.1 **Schedule for possession of the said Apartment for Residential use** - ORPL agrees and understands that timely delivery of possession of the Apartment along-with Car Parking Space to the Allottee(s) and the Common Areas & Facilities to the Association of Apartment Owners or the Competent Authority, as the case may be, as provided under the Act and Rule 2(1)(f) of the Rules, 2017, is the essence of the Agreement.

It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take possession of the Apartment on any pretext whatsoever, if the possession of the same is being offered duly completed with all Specifications, Amenities, Facilities as agreed to in this Agreement, any time prior to the Commitment Period.

ORPL assures to offer the handover of possession of the Apartment along with the Car Parking Space as per the agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/ guidelines, policy / guidelines of Competent Authorities, decisions affecting the regular development of the real estate project or any other event / reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities as per the terms of mentioned in this Agreement, prior to the expiry of the Commitment Period. If, the completion of the Project is delayed due to any of the above conditions, then the Allottee agrees that the ORPL shall be entitled to the extension of time for delivery of possession of the Apartment and the Car Parking Space and the Common Areas & Facilities, provided the above conditions are not of the nature which makes it impossible for this Agreement to be performed.

The Allottee agrees and confirms that, in the event it becomes impossible for ORPL to implement the Project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and ORPL shall refund to the Allottee, the entire amount received by ORPL from the Allottee within ninety days. ORPL shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she/they shall not have any rights, claims etc. against MMPL and / or ORPL and that MMPL and / or ORPL shall be released and discharged from all its/their obligations and liabilities under this Agreement.



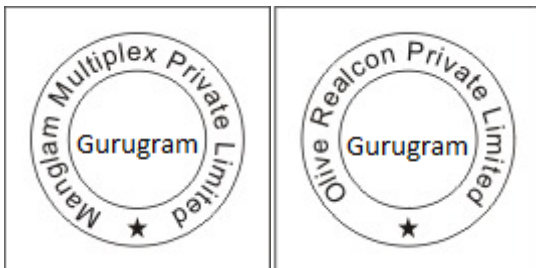
8.2 **Procedure for taking possession of built-up Apartment/ Apartment** - ORPL, upon obtaining the occupation certificate or part thereof of building blocks of the Project along-with Car Parking Space shall offer in writing the possession of the Apartment within 3 (three) months from the date of above approval to the Allottee as per terms of this Agreement.

ORPL agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. ORPL shall provide copy (on demand) of occupation certificate or part thereof in respect of Project at the time of conveyance of the Apartment. The Allottee agrees to pay the maintenance charges and Holding Charges as determined by ORPL/Association of Apartment Owners/ competent authority, as the case may be from the offer of possession.

Prior to handover of possession, the Allottee and ORPL agree to conduct a joint inspection of the Apartment so that in the event of any incomplete works, defects, poor workmanship therein, the same can be attended to by ORPL. If the Allottee ignores, neglects or otherwise fails to do so and/or if the Allottee fails to pay all dues payable under this Agreement and/or to assume possession of the Apartment within such prescribed time period, the Allottee shall not be entitled to make any such claim at any point thereafter. The Allottee agrees that it shall resolve complaints, if any, with regard to the construction or quality of workmanship of the Apartment which have been directly executed by ORPL, prior to assuming possession. The Allottee also agrees and understands that ORPL shall not be held responsible or liable for giving any warranty of movable items / appliances which have been part of the Apartment and for which manufacturer of the said items is responsible such as air conditioners, fittings, fixtures cables, wires, bulbs etc. as the same shall be governed by the terms and conditions of the manufacturer and warranties attached thereto, provided ORPL have taken reasonable quality checks and balances at the time of their installation. The usage of all the fixtures, fittings and other installations whether in terms of this Agreement or otherwise shall be as per the usage guidelines as provided by ORPL / the manufacturer / the Maintenance Agency / the Association of Apartment Owners.

The Allottee shall only be entitled to the possession of the Apartment after making the complete payment of the Total Consideration and other charges, interest, taxes etc. and all other sums as payable under and in terms of this Agreement. Under no circumstances, the possession of the Apartment shall be handed over to the Allottee unless the entire Total Consideration and any other charges, taxes etc. and all other sums payable in terms of/ under this Agreement which are due are paid in full, along with interest due, if any, have been made by the Allottee in accordance with the terms of this Agreement.

From the date of taking over of possession, the Allottee shall be responsible to comply, and cause compliance by his occupants, representatives and/or any other person claiming under him, with all Applicable Laws and provisions of the Conveyance Deed and the maintenance agreement. The Allottee shall indemnify MMPL and / or ORPL / Association of Apartment Owners / Maintenance Agency jointly and severally, as the case may be, and their officers/employees, against any actions, claims, damages, liabilities, losses, or costs arising out of any act or omission of the Allottee his occupants, representatives and/or any other person claiming under him.



8.3 Failure of Allottee(s) to take Possession of Apartment for Residential use - Upon receiving a written intimation from ORPL as per Clause 8.2, the Allottee shall take possession of the Apartment from ORPL by executing necessary indemnities, undertakings and such other documentation as may be required by ORPL and/or as prescribed under this Agreement, and ORPL shall give possession of the Apartment for Residential use to the Allottee as per the terms and conditions of the Agreement.

In the event the Allottee fails to comply with the essential documentation, undertaking, etc. and/or fails to take possession within [90(ninety)] days from the offer for possession as specified in Clause 8.2 above, then without prejudice to the rights and entitlements of ORPL to terminate this Agreement in accordance with Clause 11 herein and any other right / entitlement available to ORPL, the Allottee shall be liable to pay to ORPL holding charges at the rate of Rs. [10] per month per square feet of the Carpet Area of the Apartment (“**Holding Charges**”). During the period of said delay the physical possession of the Apartment shall continue to be in possession of ORPL but at the sole risk, responsibility and cost of the Allottee. At any time during the period of such delay ORPL may, at its sole discretion, and without prejudice to its right to recover the Holding Charges from the Allottee, cancel/terminate this Agreement in terms of Clause 11 herein.

The Allottee agrees that such Holding Charges shall be a distinct charge unrelated to and in addition to the maintenance or any other charge as provided for in this Agreement.

Further, in such cases of delay by the Allottee to comply with the essential documentation, undertaking, etc. or fails to take possession within [90] days from the notice for offer for possession, such Allottee shall continue to be liable to pay maintenance charges also.

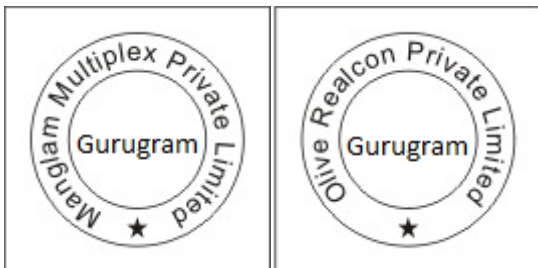
8.3.1 Permission to enter for carrying out interior works (bare shell apartments)

Subject to the continued satisfaction and fulfillment of the obligations of this Agreement by the Allottee, ORPL may, upon the written request of the Allottee, grant limited and regulated access/ entry into the Apartment for carrying out interior works and fit outs, prior to the handing over of the possession of the Apartment in terms of this Agreement.

The Allottee shall ensure that such interior works/ fit outs and furnishings shall be carried out only during the normal working hours i.e. between 9:00 AM to 6:00 PM on working days i.e., Monday to Friday, and no interior fit outs/ works shall be carried out on Saturday, Sundays and public holidays.

The Allottee further agrees that its interior works/ fit outs and furnishings shall not cause any damage to the existing structure/ systems installed by ORPL and the Allottee and is in compliance with the directions of ORPL. The Allottee shall bear all costs, expenses in respect of such interior works including water, electricity, DG sets, labour, materials used for interior works, etc.

The Allottee while carrying out the fit out works shall ensure that electrical systems, plumbing, firefighting system and any other structural/ finishing work done internally within the



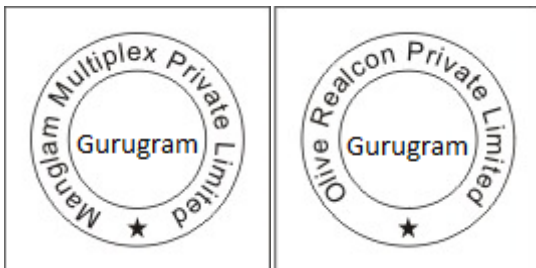
Apartment shall not pose any fire, electrical, structural, pollution and health hazards to other occupants / allottees of the building and shall not exceed electrical loads beyond the allocated limits. It is clarified that ORPL shall not be liable for any theft, pilferage, misplacement of equipment and/or material from the Apartment. Further, the Allottee shall ensure that fit out works should not endanger the structural stability of the Apartment and building and it shall not attempt to alter the load bearing walls and other basic structure of the Apartment.

The Allottee shall indemnify and keep ORPL and/or MMPL indemnified from and against all claims, costs, charges, expenses, damages and losses which ORPL and/or MMPL may suffer or incur for reasons of any accident and/or injury caused due to negligence or default of the Allottee, to any employee, workman and/or any other person engaged/ contracted by the Allottee for doing the interiors in the Apartment and/or any job or work relating thereto and/or any other person so affected/injured. The Allottee shall further indemnify ORPL and/or MMPL against all costs, expenses, loss, damages incurred as a result of any cancellation of this allotment by the Allottee, for reasons not attributable to ORPL and/or MMPL.

In case the Allottee fails to start the finishing work within one month from the date of receipt of the Notice for Fit-out and/ or complete the finishing work of the said Unit within the Specified Time for Fit-out, ORPL is hereby authorized and entitled to resume and/or withdraw the permissive possession of the said Unit from the Allottee and complete the necessary minimum finish for the purpose of applying for and obtaining the Completion Certificate/Occupancy Certificate from the Competent Authority. In such case, the specifications of the finishing work of the said Unit shall be determined by ORPL at its sole discretion and shall be accepted and/or deemed to be accepted by the Allottee without any objection or dispute and the Allottee shall be liable to pay the sum calculated at **Rs. 1000/- (Rupees One Thousand only) per square feet** of the Carpet Area of the said Unit plus applicable taxes within 15 (fifteen) days of demand by ORPL.

- 8.4 **Handover to the Association of Apartment Owners** – After the OPRL has completed the construction and development of the entire Project and Common Areas & Facilities or receipt of the Occupancy Certificate, as the Applicable Law so mandates, the ORPL (as per the requirement of the Applicable Law) shall handover the maintenance of the Common Areas & Facilities along with the necessary documents to the Association of Apartment Owners or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules. The Allottee also agree and confirm that simultaneously with the takeover of maintenance, the said Association of Apartment Owners or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules shall sign and execute the Subsequent License Agreement as provided in Clause 20.1 herein. Also it has been agreed that the Project shall be operated as per Trump Operating Standards and the Allottee and/or the Maintenance Agency agrees to abide by it and agrees to pay proportionate charges for the same.
- 8.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoters, ORPL herein is entitled to forfeit the Earnest Money (i.e. being 10% of



the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company), commission, brokerage, and rebate if any, earlier allowed to the Allottee in terms of this Agreement and return the balance amount. The rate of interest payable by the Allottee to ORPL shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by ORPL to the Allottee within 90 (ninety) days of such cancellation.

- 8.6 **Compensation** – MMPL shall compensate the Allottee in case of any loss caused to them due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

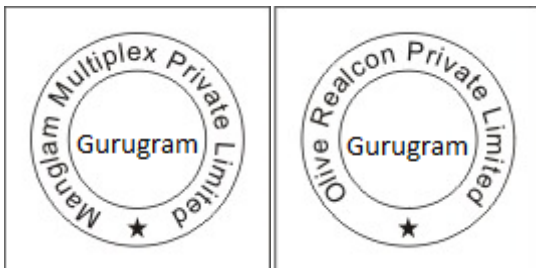
Except for occurrence of a “*force majeure*”, Court orders, Government policy/ guidelines, policy / guidelines of Competent Authorities, decisions, decisions affecting the regular development of the real estate Project or any other event / reason of delay recognized or allowed in this regard by the Authority, if ORPL fails to complete or is unable to give possession of the Apartment along-with Car Parking Space.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; ORPL shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment for Residential use, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, ORPL shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay (i.e. interest at the rate of SBI highest marginal cost of lending rate plus two percent), till the offer of the possession of the Apartment for Residential use, which shall be paid by ORPL to the Allottee within 90 (ninety) days of it becoming due.

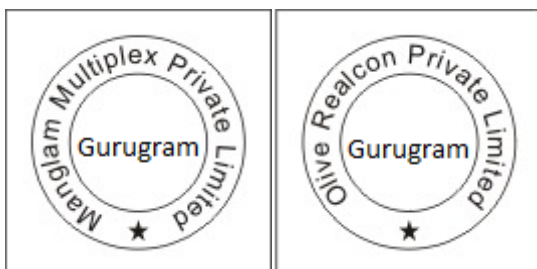
9. MUTUALLY AGREED TERMS, CONDITIONS AND ACKNOWLEDGMENTS

- 9.1 The Allottee acknowledges that the Project is not owned, developed or sold by Donald J. Trump, The Trump Organization or any of their affiliates. ORPL 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”. The Allottee acknowledges and agrees that any use of any of Donald J. Trump’s or Licensor’s trade names or trademarks, service marks, domain name or logos, including the trademark “Trump” without prior consent from Donald J. Trump and/or Licensor, is expressly prohibited. Additionally, in the event that the license between ORPL and Licensor is terminated for any reason, all use of Donald J. Trump’s or



Licensors' trade name and trademarks or service marks, domain name and logos, shall cease immediately and all indicia or connection between the Project and Donald J. Trump or Licensors, including signs or other materials bearing any of Donald J. Trump's or Licensors' trademarks, service marks, trade names, domain name, and logos shall be removed immediately from the Project, including any reference or identification of the address of the Allottee's Apartment. The Allottee also understands and agrees that in no event shall the Allottee pursue, file or initiate any legal action against any Trump Indemnified Party for disputes or matters arising from this Agreement. "Trump Indemnified Parties" shall mean DT Marks Gurgaon LLC, Donald J. Trump, Ivanka Trump, its, his, and her members, partners, affiliates, shareholders, employees, representatives, directors, officers, managers, successors, and assigns and, to the extent not already included in the foregoing list, Donald J. Trump, Jr., Eric Trump, and any child or descendant (including by adoption) or current or former spouse of any of the foregoing. Notwithstanding anything to the contrary contained in the license, Licensors and the other Trump Indemnified Parties shall not be responsible for and shall have no liability to ORPL or any other individual or entity, including, without limitation, any apartment owners, occupants and/or lenders for (i) any design, construction, repair, operation means, methods, techniques, sequences and procedures, or for security or safety precautions and programs, with respect to the design, construction, repair, or operation of the Project or (ii) the handling of any funds or deposits by ORPL, including, without limitation, the Agreement Price, paid by the Allottee to ORPL pursuant to this Agreement or otherwise. It is further understood and agreed that none of the Trump Indemnified Parties, including, without limitation, Licensors, has or shall hereafter provide architectural, engineering, contractor, legal, professional or similar services to ORPL in any capacity or have any liability to ORPL or any other individual or entity, including, without limitation, the apartment owners, occupants and/or lenders as such. No reviews, recommendations, approvals, or advice to be furnished by any of the Trump Indemnified Parties under the license shall be deemed to be warranties or guarantees or constitute the performance of professional services as aforesaid, but instead, are intended solely for the benefit of Licensors in order that it may protect the goodwill associated with any of Donald J. Trump's or Licensors' trademarks, service marks, trade names, domain name, and logos.

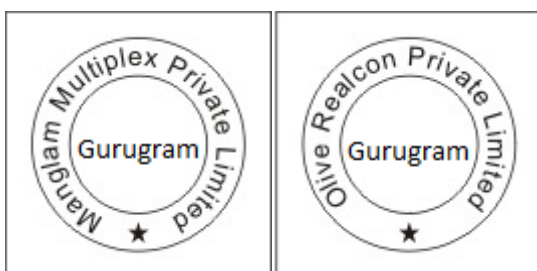
- 9.2 In no event any portion of the Project or the Project Land shall be used for any "Casino and Gaming Activities (as defined herein) without the prior written consent of the Licensors, which may be withheld at the sole discretion of the Licensors, Donald J. Trump. In the event of a breach of this clause, the Licensors shall have the immediate right to remove the Licensed Mark and/or Composite Mark and/or Approved Logo(s) from the Project and terminate any agreement with respect to such Licensed Mark and/or Composite Mark and/or Approved Logo(s). The term "Casino and Gaming Activities" shall mean the business of owning, operating, managing or developing a casino or similar facility for the taking or receiving of bets or wagers upon the result of games of chance or skill.
- 9.3 If acceptable to the members of the Association of Apartment Owners (as defined herein) or if not objected to by a court of competent jurisdiction the Licensors shall be entitled to appoint one (1) non-voting observer (the "**Observer**") to the board of managers, board of directors, or other governing body of the Association of Apartment Owners, however designated (the "**Board**"), which observer shall also be entitled to attend any meetings of any committee, if any, of the Board, and if permitted by the members of the Association of Apartment Owners. The Observer shall receive no compensation from the Association of Apartment Owners for



service as an Observer; *provided that* the Observer shall be reimbursed for any expenses for travel within India incurred by the Observer in connection with attendance at any meeting of the Board. The Observer shall be allowed to participate in discussions of matters brought to the Board or any committee thereof. Licensor may remove and replace, as applicable, the observer appointed by Licensor at any time and from time to time in Licensor's sole discretion by notice to the Board.

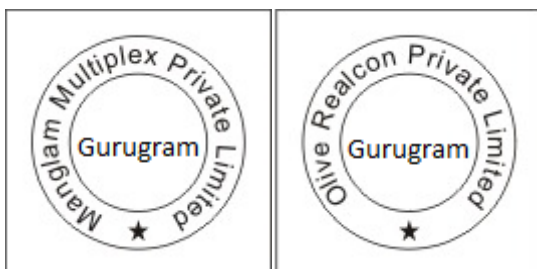
The Allottee agrees and understands that the Project is a part/phase/constituent/segment of larger development of a licensed Group Housing Colony licensed in the name of MMPL and for the Project being undertaken by ORPL applicable law and the specific permission of DTCP is being followed. subject to the applicable terms and conditions, the Allottee shall have access to and shall be entitled to utilize at all times, certain common amenities to be located in such larger Group Housing Colony, and to otherwise be available to the residents and other users or other components of such larger Group Housing Colony as well as all access points that shall be available to the users of other components (allottees / owners) of ("**Shared Amenities for Group Housing Colony**") in the project(s) being constructed on the Total Land as specified in **Schedule-E** herein. The Allottee has understood and accepted that a separate agreement in this regard detailing the terms and conditions of such Shared Amenities for Group Housing Colony will be entered into therein with the Allottee simultaneously with execution of the Conveyance Deed.

- 9.4 The Allottee acknowledges that it has been well informed and made well aware that (i) the Project/ Apartment is not owned, developed or sold by Donald J. Trump, the Trump Organization or any of their principals or affiliates, and that (ii) ORPL is entitled to use the "Trump" name and mark under license from Licensor to identify and promote the Project only as 'Trump Towers Delhi NCR' upon certain agreed terms and conditions, which license may be terminated or revoked according to the terms agreed between Promoters and the Licensor.
- 9.5 The Allottee is aware of and hereby confirms, acknowledges and agrees that any use of any of Donald J. Trump's or Trump's trade names or trademarks, service marks, domain name or logos, including the trademark "Trump" without prior consent from Donald J. Trump and/or Trump, is expressly prohibited. Additionally, in the event that the license between ORPL and Licensor is terminated for any reason, all use of Donald J. Trump's or Trump's trade name and trademarks or service marks, domain name and logos shall cease immediately and all indicia or connection between the Project/Apartment and Donald J. Trump or Trump, including signs or other materials bearing any of Donald J. Trump's or Trump's trademarks, service marks, trade names, domain name, and logos shall be removed from the Project in accordance with the terms of the license, including any reference or identification of the address of the Apartment.
- 9.6 The Allottee hereby accords/grants his irrevocable consent to ORPL to securitize the Total Consideration and/or part thereof and the amounts receivable by ORPL hereunder and to assign to the banks / financial Institutions / non-banking financial entity(ies) the right to directly receive from the Allottee the Total Consideration / or part thereof. The Allottee upon receipt of any such intimation in writing by ORPL agrees and undertakes, to pay without any delay, demur, deduction or objection to such banks / financial Institutions / non-banking financial entity(ies), the Total Consideration or part thereof and/or the amounts payable herein. ORPL covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Allottee to the banks / financial Institutions / non-banking financial

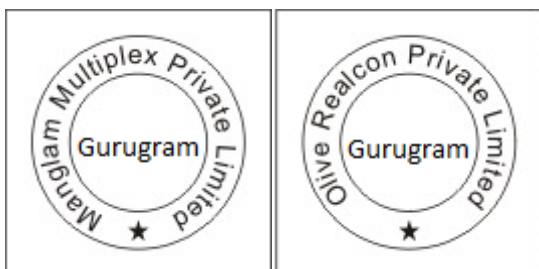


entity(ies), shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

- 9.7 It is hereby expressly agreed that in the event Allottee approaches/has approached any banks / financial Institutions / non-banking financial entity(ies) for availing of a loan in order to enable the Allottee to make payment of the Total Consideration or part thereof in respect of Apartment to ORPL and/or mortgaged/mortgages the Apartment with such banks / financial Institutions / non-banking financial entity(ies) (which is to be subject to issuance by ORPL of a No-Objection Letter in favour of such banks / financial Institutions / non-banking financial entity(ies)) for repayment of the loan amount, it shall be the sole and entire responsibility of the Allottee to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, ORPL shall not be liable or responsible for the repayment to such banks / financial Institutions / non-banking financial entity(ies) of any such loan amount or any part thereof taken by the Allottee. 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 entity(ies), shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, ORPL shall have a lien on the Apartment to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.
- 9.8 ORPL shall develop at their own cost an appropriate club/recreational facility, which may in due course also be transferred to a qualified third person, to own, manage and operate such facility on such terms and conditions as ORPL may deem fit at their sole discretion. The Allottee's right to use such facility shall at all times be contingent on due and faithful observance by the Allottee of all the rules, bye-laws and conditions as well as payment of the club usage charges as may be stipulated by such third person transferee and /or ORPL periodically. The membership shall be transferable for the balance term upon sale of the Apartment, subject to payment of such transfer charges as may be prescribed by the management of the club/recreational facility from time to time. Further, all such facilities shall be subject to the terms and conditions of the Subsequent License Agreement.
- 9.9 The Allottee hereby expressly agrees that so long as the Total Consideration remain unpaid/outstanding, the Allottee 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 ORPL and/or such banks / financial Institutions / non-banking financial entity(ies). ORPL shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the said loan facility with banks / financial Institutions / non-banking financial entity(ies). The said written consent of ORPL shall be subject to payment of the monies due and payable by the Allottee under this Agreement and payment of transfer / administrative fee for such assignment/ transfer as may be determined by ORPL from time to time. Such consent/ permission shall always be subject to Applicable Laws, notifications/ governmental directions. Further, upon the grant of consent by ORPL, any such assignment/ transfer in favour of a third person / entity shall be notified to ORPL and all such transferee(s) shall furnish requisite undertakings and indemnities, as may be required by ORPL, to abide by all the terms and conditions of this Agreement. The Allottee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

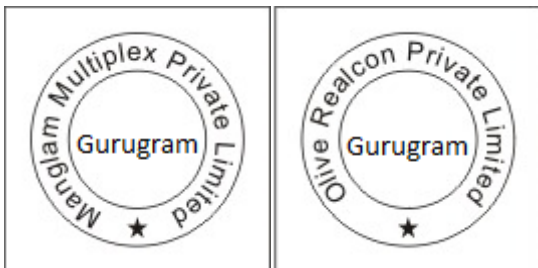


- 9.10 The Allottee shall indemnify and keep indemnified the Promoters from and against all claims, costs, charges, expenses, damages and losses which the Promoters may suffer or incur for reasons of default by the Allottee of any term / condition herein or by reason of any action including that such banks / financial Institutions / non-banking financial entity(ies) may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the said loan in respect of the Apartment.
- 9.11 The Allottee hereby covenants with ORPL to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep ORPL and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that ORPL may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in this Agreement. This will be in addition to any other remedy provided in this Agreement and/or available in law.
- 9.12 ORPL shall be entitled to apportion / allocate the car parking spaces as conceived to be developed in the Project by ORPL among 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 ORPL. In accordance with such apportionment, the Car Parking Space has been allotted for exclusive use by the Allottee. The exact number and location of the car parking in the stilt/basement shall be allotted/allocated by ORPL at the time of offer of possession by ORPL to the Allottee. It is clearly understood by the Allottee that the Allottee shall not have ownership or title over the Car Parking Space, but only an exclusive right / entitlement to use the same to the exclusion of others. The Allottee shall have no rights, claims or interest whatsoever in any parking spaces other than the Car Parking Space.
- 9.13 The Maintenance Agency / ORPL shall be entitled to at its sole discretion, but without any obligation, insure the Building / Project against various risks including but not limited to fire, earthquake, riots and civil commotion, militant action etc. on behalf of the Allottee. The cost thereof shall be payable by the Allottee along with the maintenance charges. The Allottee agrees and understands that the contents inside the Apartment shall be insured by the Allottee at its own cost. The cost of insurance of building structure shall be recovered from the Allottee along with the maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any apartment or any part of the Building / Project or cause increase in premium to be payable in respect thereof, for which the Allottee shall be solely responsible and liable.
- 9.14 The Allottee hereby accepts that the provisions of maintenance services and use and access to the Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (“**Maintenance Charges**”) to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Agreement. The rates of maintenance and service charges shall be fixed by the Maintenance Agency. The Allottee agrees and



undertakes to pay all other charges on actual basis towards maintenance services, cost of electricity and water meter etc. as may be demanded by ORPL at the time of offer of possession.

- 9.15 For the sake of removal of any ambiguity, it is clarified that the Allottee shall not have any right to interfere in any manner with the booking, allotment, sale, resale, transfer and/ or management in due course of any apartments or other developments, or any other construction as permissible by DGTCP under the Licenses/ Competent Authority and/or as otherwise permissible under applicable/ prevailing Law, which are not explicitly stated herein to be part of the Common Areas or the common services for the use of all the allottees or specific set of allottees.
- 9.16 For providing better maintenance of common areas and facilities including open spaces by contribution from the apartment owners in their respective blocks in the said Group Housing Colony, independent associations under the provision of HAO Act and the Haryana Registration and Regulation of Societies Act, 2012 has been / shall be formed for the various phases / blocks which have been and may be developed over a period of time in future in a planned and phased manner.
- 9.17 Further, in order to look after administration and management of the colony level common areas and facilities as identified in Deed of Declaration filed / to be filed under HAO Act, the Promoters will facilitate formation of a Parent / Master Association, the charges for which shall be proportionately contributed by the owners of the apartments through their respective Associations. However, till then the role of the Parent / Master Association shall be performed by the Promoters or its assignee / appointed maintenance agency at the proportionate cost/ contribution of the respective allottees.
- 9.18 The common areas and facilities as provided in the Declaration under HAO Act are only tentative at this stage and will be finalized upon completion of construction and issuance of the occupation permission of the entire Group Housing Colony and at the time of filing of final Deed of Declaration.
- 9.19 Independent Associations of the apartment allottees / owners have been formed for the blocks / segments / phases / parts of Group Housing Colony for which occupation permission has already been granted by the Competent Authorities respectively and the said Associations shall maintain the common area and facilities which are common amongst all the apartment owners / building towers, whose occupation permission stand granted. It has been agreed that such apartment owners of the various blocks / segments / phases / parts of Group Housing Colony or and persons claiming through / under them shall not have any right or entitlement to use or claim any right or entitlement to use in the Common Areas and Facilities of the Project Land.
- 9.20 The management and maintenance of the Common Areas and Facilities has been/shall be handed over to the Association of Apartment Owners of the Group Housing Colony (RWA) in accordance with HAO Act and the Applicable Law. The Allottee agrees and understands and confirms that except as is expressly provided herein, there shall be no title or interest in respect of any open space anywhere on the Project Land, the Total Land or any part thereof, in any part of the Golf Course including the golf greens/golf playing areas in the Group

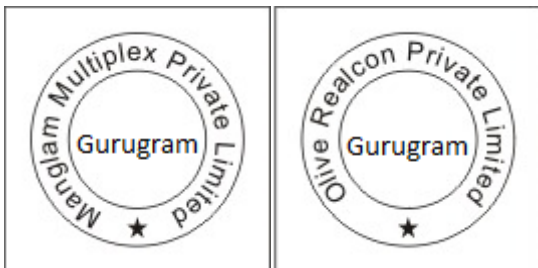


Housing Colony, unsold apartments, car parking space(s) provided in the Group Housing Colony, any other commercial areas, club/recreational facility, community sites, and the like and all such areas shall remain the property of MMPL and its nominees and assigns which shall be free to deal with them in accordance with the Licenses and Applicable Law.

- 9.21 The Allottee having understood agrees and confirms that there may be segment / block / constituent / phase / part specific common areas and facilities which shall be available to the apartment owners and persons claiming through / under them of a particular segment / block / constituent / phase / part and the Allottee shall be bound by such provision and shall not object to the same and make no claims, demands etc. in this regard and not agitate upon the said subject matter either legally or otherwise. Similarly, the apartment owners and persons claiming through / under them of Total Land shall not be made available the Common Areas and Facilities of the Project Land and such apartment owners and persons claiming through / under them shall be bound by such provision and shall not object to the same and make no claims, demands etc. in this regard and not agitate upon the said subject matter either legally or otherwise. Further, it has been agreed between the Parties that the Allottee and persons claiming through / under them shall have an exclusive right to use the Common Areas and Facilities of the Project.
- 9.22 The Allottee has confirmed and assured ORPL, that the Allottee has read HAO Act, Haryana Building Code and rules made thereunder and understood its implications thereof in relation to the various provisions of this Agreement and the Allottee has further confirmed that he/ she/ it/ they shall comply with the provisions of this Agreement and such other requirements as directed by ORPL and/or otherwise so as to enable ORPL / other concerned to take such steps as may be required and/or deemed necessary by it under HAO Act from time to time or any statutory amendments or modifications thereto and/or the provisions of any other applicable Law(s) dealing with the matter.
- 9.23 The Allottee agrees and undertakes that the Allottee shall join RWA registered with the Registrar of Societies and as recognized by ORPL, for the said Project in the Group Housing Colony for and on behalf of all the allottees of the apartments thereof in the Project and also the Master / Parent / Holding association for the Group Housing Colony to be formed over a period of time and as also stated in the Declaration under HAO Act and to pay any fees/ subscription charges and other charges demanded thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of RWA and / or for any other purposes as may be necessary in the opinion of the Promoters / RWA and / or as otherwise provisioned for under the application Law and/or as per the directives / instructions of the Competent Authority(ies).

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

- 10.1 MMPL hereby represents and warrants to the Allottee as follows, as on the date of execution hereof:
- (i) MMPL has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land have been granted /



transferred to ORPL(with ORPL as co developer in so far as Project on the Project Land is concerned); except that finance / loan has been taken against the Project Land and receivables from the Project, the details whereof are available with the Authority as also with the Promoters and in the course of time will be available on the designated website of the Project / Promoters;

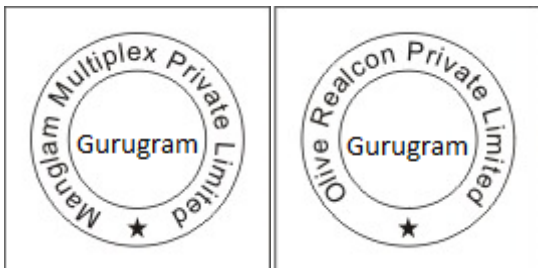
- (ii) There shall be no default on the remaining area or projects or approvals relating to the Total Land, which in any manner may adversely impact the development, construction and delivery of the Project / Apartment.
- (iii) The Project Land on which the Apartment (to be developed) is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Project Land;

10.2 ORPL and MMPL represents and warrants to the Allottee as follows, as on the date of execution hereof:

- (i) It has not created any encumbrance on the Project except that finance / loan has been taken against the Project Land and receivables from the Project, the details whereof are available with the Authority as also with the Promoters and in the course of time will be available on the designated website of the Project / Promoters;
- (ii) It has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (iii) It has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (iv) It has not received any notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) which will, in any manner, affect the rights of Allottee under this Agreement.
- (i) The Apartment (to be developed) is not the subject matter of any HUF and that no part thereof is owned by any minor and/ or no minor has any right, title and claim over the Apartment;

10.3 MMPL and ORPL jointly represent and warrant to the Allottee as follows, as on the date of execution hereof:

- (i) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;

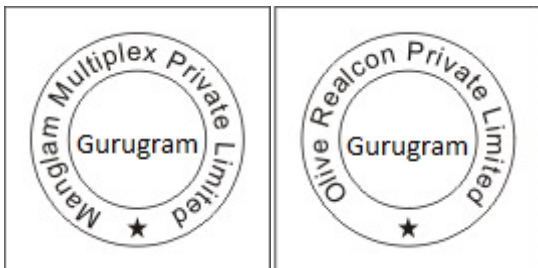


- (ii) There are no encumbrances upon the Project Land or the Project except that finance / loan has been taken against the Said Land and receivables from the Project, the details whereof are available with the Authority as also with the Promoters and in the course of time will be available on the designated website of the Project / Promoters;
- (iii) All approvals, licenses, sanctions and permission issued by the Competent Authorities with respect to the Project or phase(s), as the case may be, as well as for the Apartment for Residential use being sold to the Allottee are valid and subsisting and have been obtained by following due process of law;
- (iv) Further, the Promoters have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project or phase(s), as the case may be, as well as for the Apartment for Residential use and for Common Areas & Facilities as provided under Rule 2(1)(f) of Rules, 2017;
- (v) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment for Residential use to the Allottee in the manner contemplated in this Agreement;
- (vi) Subject to terms and conditions of this Agreement, at the time of execution of the conveyance deed, ORPL shall handover lawful, vacant, peaceful, physical possession of the Apartment along-with Car Parking Space to the Allottee. The Common Areas & Facilities shall be handed over to the Association of Apartment Owners or the competent authority upon completion of the entire Project as per the Applicable Law;
- (vii) The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the offer of possession of Apartment has been issued and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas & Facilities, as provided under Rule 2(1)(f) of the Rules, 2017.

11. EVENTS OF DEFAULTS AND CONSEQUENCES:

11.1 Subject to the “*force majeure*”, Court orders, Government policy/ guidelines, decisions, policy / guidelines of the Competent Authorities affecting the regular development of the real estate Project or any other event / reason of delay recognized or allowed in this regard by the Authority, if any, the Promoters shall be considered under a condition of Default, in the following events:

- (i) ORPL fails to provide ready to move in possession of the Apartment for Residential use along-with Car Parking Space to the Allottee(s) within the time period specified in Clause 8.1 or fails to complete the Project within the stipulated time disclosed at the



time of registration of the Project with the Authority. For the purpose of this Clause, 'ready to move in possession' shall mean that the Apartment for Residential use shall be in a habitable condition which is complete in all respects including the provision of all specifications, as agreed to between the parties, and for which occupation certificate or part thereof has been issued by competent authority.

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

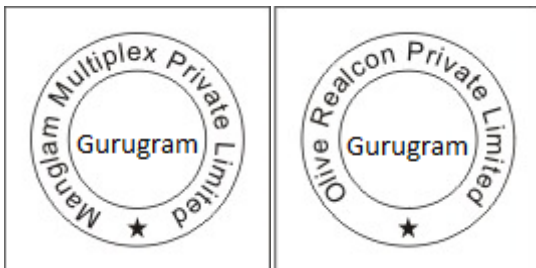
11.2 In case of Default by Promoters under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to ORPL as demanded by ORPL. If the Allottee stops making payments, ORPL shall correct the situation by completing the construction/development milestones and only thereafter the Allottee be required to make the next payment and recommence the payment without any interest for the period of such delay on part of the Promoters; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case ORPL shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by ORPL, interest at the rate prescribed in the Rules i.e. at the rate of SBI highest marginal cost of lending rate plus two percent, for every month of delay till the handing over of the possession of the Apartment for Residential use along-with parking, which shall be paid by ORPL to the Allottee within 90 (ninety) days of it becoming due.

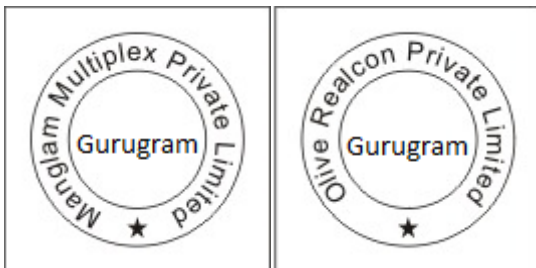
11.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by ORPL as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to ORPL on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case the Allottee fails to take possession of the Apartment within the stipulated time as mentioned in the Intimation of Possession by ORPL in accordance with Clause 8.2, ORPL shall be entitled to charge the Holding Charges and other charges as specified in Clause 8.3;
- (iii) In case of Default by Allottee under the condition listed above continues for a period beyond 90 (ninety) days after notice from ORPL in this regard, ORPL may cancel the allotment of the Apartment for Residential use along-with parking in favour of the



Allottee and refund the money paid to it by the Allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to ORPL) and brokerage, discounts, rebates and other non-refundable / non-adjustable taxes. The rate of interest payable by the Allottee to ORPL shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by ORPL to the Allottee within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoters arising out of the same shall thereupon, stand terminated. Provided that, ORPL shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination;

- (iv) If, (a) the allotment of the Apartment for Residential use along-with parking has been obtained by the Allottee through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (b) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law; then ORPL may cancel the allotment of the Apartment for Residential use along-with parking, and refund the money paid to it by the Allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to ORPL) and brokerage, discounts, rebates and other non-refundable / non-adjustable taxes. The balance amount of money paid by the Allottee shall be returned by ORPL to the Allottee, without interest or compensation within 90 (ninety) days of such cancellation. On such default, the Agreement and any liability of the Promoters arising out of the same shall thereupon, stand terminated. Provided that, ORPL shall intimate the Allottee about such termination at least thirty days prior to such termination;
- (v) Further, additionally the Allottee shall be considered under a condition of Default, in case the Allottee fails to comply with the conditions under the offer of possession, including taking over of possession of the Apartment for Residential use along-with parking, providing necessary indemnities, undertakings, maintenance agreement and other documentation; and such failure continues for a period of more than 90 (ninety) days after receipt of a communication from ORPL in this regard then ORPL may cancel the allotment of the Apartment for Residential use along-with parking, and refund the money paid to it by the Allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the Allottee for breach of Agreement and non-payment of any due payable to ORPL) and brokerage, discounts, rebates and other non-refundable / non-adjustable taxes. The balance amount of money paid by the Allottee shall be returned by ORPL to the Allottee, without interest or compensation within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoters arising out of the same shall thereupon, stand terminated. Provided that, ORPL shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.



12. CONVEYANCE OF THE SAID APARTMENT:

The Promoters, on receipt of Total Consideration of the Apartment for Residential use along-with parking by ORPL, along with the interest for the delayed / non-payment as may be applicable thereon and completion of all formalities and documentation by the Allottee as per this Agreement shall execute a conveyance deed in favour of Allottee preferably within 3 (three) months but not later than 6 (six) months from possession.

However, payment of the stamp duty and registration charges (as applicable on the conveyance deed) and other charges by the Allottee as per this Agreement shall be a pre-condition for execution of the conveyance deed. All other charges not forming part of the Total Consideration shall be to the account of and paid and borne by the Allottee / the Association of Apartment Owners / the Maintenance Agency / the Competent Authority, as the case may be.

Provided that, the Apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes ORPL to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to ORPL.

In such cases, the Promoters shall not be, in any manner whatsoever, deemed to be in default and all such delay shall be at the cost, risk and consequences of the Allottee. The Promoters / the Association of Apartment Owners / the Maintenance Agency shall in no manner be liable and accountable for any loss, damage or claim etc. on account of such delay on the part of the Allottee.

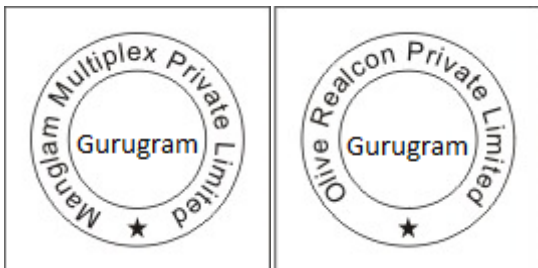
The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by ORPL.

The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority, on the conveyance deed.

13. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

ORPL 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 Allottee shall be liable to pay maintenance charges after offer of possession till such time that the Common Areas & facilities are handed over to the Association of Apartment Owners as may be determined by ORPL as per Clause 8.2 above.

In case, the Allottee / Association of Apartment Owners fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in



such a case, ORPL has right to recover such amount as spent on maintaining such essential services beyond his scope.

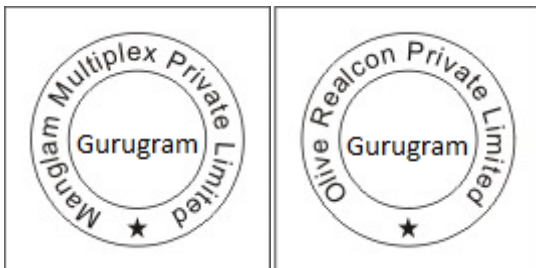
The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings which includes subsequent License Agreement etc. in the standard format, with the Promoters / the Association of Apartment Owners / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Apartment for Residential use along-with parking by the Promoters and also for executing the conveyance deed, deed of the Apartment for Residential use along-with parking.

In case the Promoter is not the Maintenance Agency, the relationship between the Promoter and the Maintenance Agency shall be on a principal-to-principal basis. The maintenance agreement shall be enforceable against the Maintenance Agency only and the Promoters shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Promoters indemnified and harmless of all liabilities in this respect at all times.

Maintenance charges shall be fixed based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the date of offer of possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The maintenance charges shall be recovered on such estimated basis, from all allottees chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis, as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.

The Allottee agrees and undertakes that upon possession, the Allottee shall join the Association of Apartment Owners as may be registered / formed under the HAO Act and the Haryana Societies Registration Act, 2012 by the Promoter as provided for under the Act and Rules, 2017, and shall not form/ or join /become part of any other association/ society in respect of the Apartment for Residential use or the Project. The Allottee agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Apartment Owners or for any other purposes connected thereto as may be necessary.

Power back-up for the installed electrical load for the Apartment for Residential use along-with parking shall be made available subject to timely payment of maintenance charges by the Allottee. The Allottee shall not be entitled to claim any damage/loss whether direct or consequential from ORPL / the Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic or non-availability of such power back-up or any failure due to any reason beyond the control of ORPL and/or the Maintenance Agency / any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by ORPL



considering a suitable diversity and load factor, and shall be subject to the permissions and the Applicable Laws. The Allottee shall make use of energy efficient light fixtures and fittings.

Fire-fighting equipment as may be required inside the Apartment for Residential use shall be installed by the Allottee at its own risk, cost and consequences.

Further, in order to look after administration and management of the Group Housing Colony level common areas and facilities as identified in the Deed of Declaration filed / to be filed under HAO Act, MMPL / its nominee / assign will facilitate formation of a Parent / Master Association, the charges for which shall be proportionately contributed by the owners of the apartments through their respective Associations. However, till then the role of the Parent / Master Association shall be performed by MMPL's nominee / assign or its assignee / appointed maintenance agency at the proportionate cost/ contribution of the respective allottees.

The common areas and facilities as provided in the Deed of Declaration will be finalized upon completion of construction and issuance of the occupation permission of the entire Group Housing Colony and at the time of filing of Final Deed of Declaration under HAO Act.

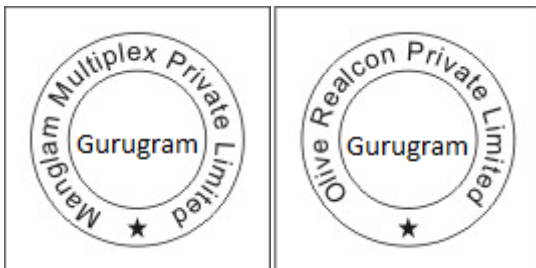
Till the time the Parent Association is formed, the general common areas and facilities at the Group Housing level shall be maintained by MMPL or its nominees / assignees / designated maintenance agency at the proportionate cost / contribution of the respective apartment owners.

MMPL and its nominees / assigns reserves their rights to merge the Deed of Declaration for the various phases / segments / blocks / parts / constituents of the Group Housing Colony and file amended Deed of Declaration(s) after receiving the Occupation Certificates / Permission(s) in respect of the remaining buildings/Towers / permissible buildable area in the Group Housing Colony which shall be developed in a planned manner over a period of time.

MMPL and / or its nominees / assigns at the time of filing Deed of Declaration under HAO Act for the developments carried out by it, has formed independent associations of the apartment owners for which occupation permission has already been granted by the Competent Authorities respectively and the said Associations shall maintain the common area and facilities which are common amongst all the apartment owners / building towers, whose occupation permission stand granted. MMPL and / or its nominees / assigns shall be forming independent associations of the apartment owners for the developments being undertaken. In order to avoid any dispute between these independent associations, MMPL and / or its nominees / assigns has made an attempt to separate the common areas and facilities between these associations for which only the respective association shall be responsible, while for the common areas and facilities at the colony level as identified in the Declaration, the Master Association shall be responsible.

14. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of ORPL as per the agreement for sale relating



to such development is brought to the notice of ORPL within a period of 5 (five) years by the Allottee from the date of handing over possession (as per ORPL's offer of possession in terms of this Agreement), it shall be the duty of ORPL to rectify such defects without further charge, within 90 (ninety) days, and in the event of ORPL's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, ORPL shall not be liable for any such structural/ architectural defect which results from / are induced by the Allottee, (i) by means of carrying out structural or architectural changes from the original specifications / design; (ii) any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; or (iii) ordinary wear and tear in due course.

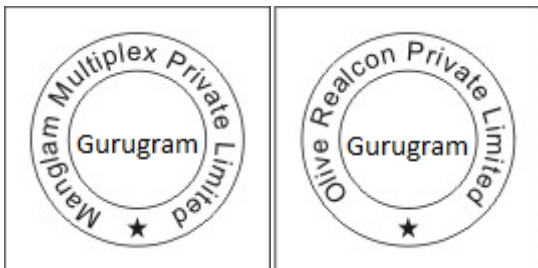
Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by ORPL at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then ORPL shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee / the Association of Apartment Owners / the Maintenance Agency, as the case may be, prior to expiry of the said initial 90 (ninety) days and the Allottee. The Promoters / Allottee / the Association of Apartment Owners / the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee hereby agrees to such additional time / extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Law.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:

ORPL/ maintenance agency/ Association of Apartment Owners/ Competent Authority shall have rights of access of Common Areas & Facilities, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Apartment Owners and/ or maintenance agency/ Competent Authority to enter into the Apartment after giving due notice and entering the said premises i.e. the Apartment for Residential use during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

16. PAYMENT FOR REPAIRS, REPLACEMENT AND UPGRADATION:

After the issuance of the offer of possession, as and when any plant and machinery within the Building / Project and / or the Group Housing Colony, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire-fighting equipment, or any other plant, machinery or equipment and/or other fixtures, fitting in the Common Areas requires routine repairs, replacement or additions; then the cost and related expenses thereof shall be contributed by the Allottee on pro rata basis along with other allottees. The Association of Apartment Owners / Maintenance Agency / the Parent Association, as the case may be shall decide the need for such repair, replacement, upgrades and additions including timing, cost and



expense thereof including creation of sinking fund and the Allottee undertakes to abide by the same.

17. LOAN FROM FINANCIAL INSTITUTION:

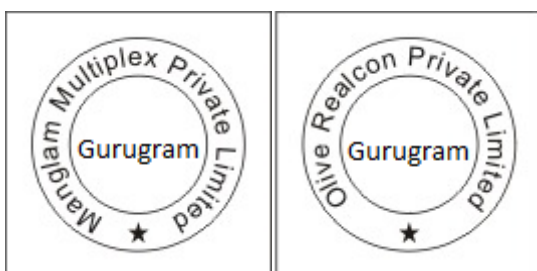
The Allottee may apply for a loan, if required, to any bank / financial institution / non-banking financial entity. The Allottee understands that it shall not be the responsibility or liability of the Promoters to make arrangements or facilitate in sanctioning and disbursement of the loan to the Allottee. The Promoters shall not be held responsible in any manner whatsoever in the event the application for loan made by the Allottee is rejected by any bank / financial institution / non-banking financial entity and the loan is not sanctioned and/or disbursed. The Allottee confirms that his liability to pay the installments and other amounts and charges due and payable to the Promoters are not dependent upon such loan and shall continue unabated irrespective of status of his application for loan and/or if the loan amount is not disbursed in time upon its sanction by the bank / financial institution / non-banking financial entity. In case the Allottee avails of a loan, the conveyance deed shall be executed only upon receipt of no-objection certificate from such bank / financial institution / non-banking financial entity.

18. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces, storage (if any) and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans and as per the Applicable Law. ORPL/ Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Apartment Owners formed by the allottee(s), maintenance agencies / Competent Authority for rendering maintenance services.

The Allottee shall use the Apartment for residential use only for which it is allotted and not for any commercial usage and in a manner that does not cause nuisance and/or annoyance to other occupants of the Building / Project and in accordance with the Declaration and bye laws of the Association(s) formed under the HAO Act. Use of the Apartment shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Apartment and/or to any apartment above, below or adjacent to the Apartment and/or anywhere in the Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas, except to the extent permissible under the Applicable Law for which the due permission, approval, sanction, permit, registration etc. if any required by the Allottee shall be obtained from the Competent Authorities / Association of Apartment Owners and prior notice thereof shall be given to the Association of Apartment Owners / the Maintenance Agency / the Competent Authority, as the case may be.

The Allottee hereby agrees and confirms to indemnify the Promoters / Association of Apartment Owners / the Maintenance Agency, as the case may be, against any penal action and



liability, damage, loss, claim, demand etc. due to misuse of the Apartment for which the Allottee of the Apartment shall be solely liable and responsible, without any recourse to the Promoters / Association of Apartment Owners / the Maintenance Agency, as the case may be.

19. ASSIGNMENT AND TRANSFER OF RIGHTS

The Allottee understands that except as permitted under the Applicable Law the allotment and / or right and entitlement of the Allottee hereunder is non-transferrable / non-assignable. However, ORPL may, on request from the Allottee, permit such assignment / transfer on a case-to-case basis subject always to: (i) the Allottee being in compliance of the terms and conditions hereunder; (ii) payment of all outstanding dues by the Allottee together with any administrative charges for such assignment / transfer, as may be levied by ORPL from time to time; and; (iii) execution of appropriate deed of adherence by the Allottee and the proposed assignee(s) / transferee(s) to the satisfaction of ORPL; (iv) permissibility thereof under the Act, the Rules and the Applicable Laws. In the event the Allottee has obtained finance / loan against the Apartment from any financial institution/bank/ non-banking financial entity, then a no objection certificate / letter by such financial institution / bank / non-banking financial entity shall also have to be submitted to ORPL, permitting / consenting to the requested assignment/transfer by the Allottee.

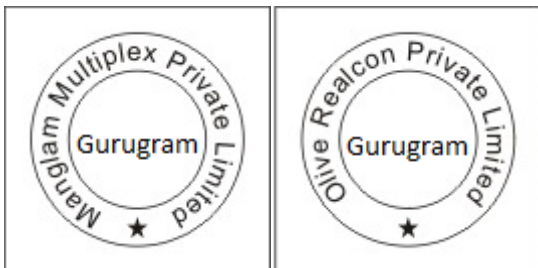
The Allottee shall be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer / assignment. The Allottee hereby undertakes to keep ORPL saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by ORPL, upon request of the Allottee.

Under no circumstances, permission for such assignment / transfer shall be granted by ORPL once the payment of Total Consideration has been made by the Allottee.

In the event of such assignment / transfer, the assignee / transferee shall be bound by the terms and conditions stipulated herein as if the same had been ab-initio executed by such assignee / transferee. Any claim or dispute between the Allottee and such assignee / transferee will be settled inter-se between them and ORPL and / or MMPL shall not be a party to the same under any circumstances.

20. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

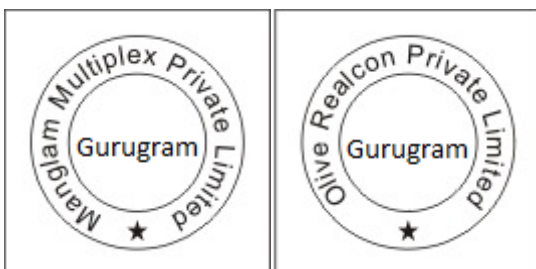
- 20.1 As per the arrangement and understanding between OPRL and All documentation (A) pursuant to the HAOA and HDRUA and the rules framed thereunder (“**HAOA/HDRUA Documents**”), which is material, including each agreement (by whatever name called) executed between ORPL and each apartment owner, will, inter alia, confirm that the Unit owner is aware of the license that has been granted by Licensor to Licensee pursuant to this Agreement and that the Subsequent License Agreement has been or shall be (as applicable) executed between the Condominium and Licensor concurrently with the execution and registration of the Condominium Documents, (B) establishing, declaring, evidencing, governing and/or otherwise relating to the Condominium, and each Deed of Apartment which will be executed between



Licensee and each Apartment owner under the provisions of HAOA and HDRUA, and any form contracts of sale, form deeds of apartment, any executed contracts of sale and/or executed deeds of apartment which materially deviate from those forms previously approved by Licensor offering plans, prospectuses, articles or certificates of incorporation or association of the Condominium, by-laws, condominium convention or rules and regulations of the Condominium or any part thereof, and any filings made or required to be made pursuant to any Legal Requirements in relation to the Project, and (C) with respect to any master condominium, residence association or similar structure governing the entire Golf Estate or any portion thereof to which the Property shall be subject (collectively, together with any material modifications or amendments thereto, the “**Condominium Documents**”)

The Condominium Documents, if and when the same shall become effective under applicable Legal Requirements, and, sooner, if and when required by applicable Legal Requirements to be filed with any Governmental Authority and/or to be disclosed prospective purchasers, shall provide that, on formulation of the Association or immediately thereafter, the Licensor and the Condominium shall enter into a license agreement (the “Subsequent License Agreement”), on substantially the same terms and conditions as are set forth herein, subject to modification as to License Fees payable pursuant to Section 4 of Licence Agreement, which shall (i) require the certain continuing License Fees to be paid (as so modified) and any Additional License Fees to Licensor (by way of example and not limitation, the Lease Fee and/or certain of the Other Fees to the extent that the other apartments and/or the other portions of the Property giving rise to the Lease Fees or Other Fees are owned or controlled by the Condominium or to the extent that the Condominium has the right to receive revenues generated from the same, unless, in either case, the Condominium purchased the other apartments and/or other portions of the Property giving rise to the Lease Fees or Other Fees in question from ORPL in an arms-length, market-rate transaction and Licensor was paid License Fees at the rate set forth in Schedule 1 to the Licence Agreement in connection therewith) and (ii) restrict the right of the Condominium, the Board and the apartment owners to use of the Licensed Mark only in the Composite Mark(s) solely for the purposes of identifying (but not marketing or promoting) the Towers. The Condominium shall not have any rights to the Licensed Mark, including the Composite Mark(s), until Licensor and the Condominium shall have fully executed and delivered the Subsequent License Agreement. It is hereby clarified that neither the Licensee nor the other Licensee Parties shall be liable to pay, or responsible to ensure payment of, any fees that the Condominium is required to pay pursuant to the Subsequent License Agreement, except to the extent that the Licensee Parties or any of them exercises effective control of the Condominium or its Board and/or is otherwise responsible for such failure of payment.

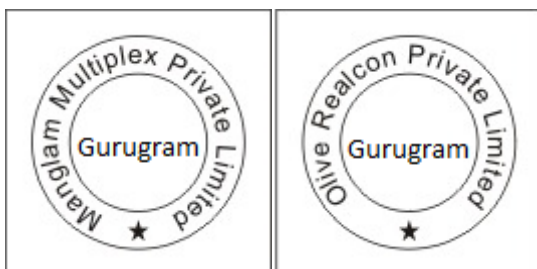
- 20.2 The Allottee shall, after taking possession, be solely responsible to maintain the Apartment along-with Car Parking Space at his/ her / its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment along-with Car Parking Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment along-with Car Parking Space and keep the Apartment along-with Car Parking Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto and/or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.



- 20.3 The Allottee agrees, confirms and undertakes to remain bound by terms and conditions imposed by the Licensor regarding the continued use and application of the Licensed Mark and/or Composite Mark and/or Approved Logo(s) in relation to the Building / Project and keep Promoters fully indemnified and harmless in this regard.
- 20.4 The Allottee agrees and undertakes not to make any structural change and/or raise any construction within the Apartment or otherwise encroach upon or occupy any Common Areas or any other area outside the Apartment.
- 20.5 The Allottee/ Association of Apartment Owners further undertakes, assures and guarantees that he/ she /it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas & Facilities. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/ Association of Apartment Owners shall not store any hazardous or combustible goods in the Apartment and Car Parking Space or place any heavy material in the common passages or staircase of the Building. ORPL/ Allottee/ Association of Apartment Owners shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas & Facilities which otherwise are available for free access. The Allottee/ Association of Apartment Owners shall also not remove any wall, including the outer and load bearing wall of the Apartment along-with Car Parking Space.
- 20.6 The Allottee shall plan and distribute its electrical load for the Apartment for Residential Purpose within the Apartment as per the relevant and prevalent standards (including BIS standards) and latest NBC norms and in conformity with the electrical systems installed by ORPL and thereafter the association of Allottee(s) and/ or maintenance agency appointed by association of Allottee(s)/ competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 20.7 [The Allottee hereby confirms/ and acknowledge that the specifications mentioned in the advertisement / communications or the sample Apartment / mock Apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only indicative and suggested in nature and are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee agrees and confirms that they have not relied on the same for his/her/their/its decision to acquire Apartment in the Phase and also acknowledges satisfying itself with the sanctioned layout plans and time schedule of completion of the Project.

21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment along-with Car Parking Space with the full knowledge of all Applicable Laws, rules, regulations, notifications applicable in the State and related to the Project.



22. ADDITIONAL CONSTRUCTIONS:

The Promoters undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by the Competent Authority(ies).

However, the Promoters shall have the right, at its sole discretion and without any prior consent, concurrence or approval of the Allottee to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in relation to any unsold apartments within the Project, as per the Applicable Laws and guidelines, permissions / directions or sanctions by the Competent Authority and the Allottee agrees not to raise any objection or cause any impediment to or hindrance in or to make any claim or compensation in this regard.

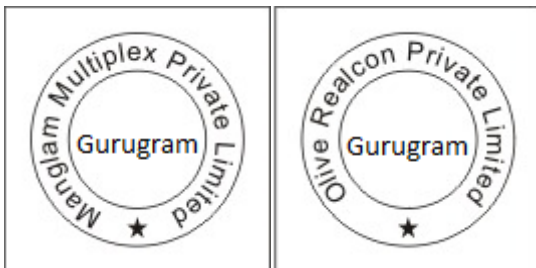
The Allottee further agrees and understands that any future permissible expansion on the Project Land shall be an integral part of the Project itself, therefore, ORPL as per the Act, Rules and the Applicable Law shall be entitled to conjoint various facilities and amenities such as power back-up, water supply, sanitary and drainage fittings etc. with the presently approved facilities and amenities.

23. INSURANCE

- 23.1 The structure of the Building / Project shall be insured by the Association of Apartment Owners, as and when the same is taken over by the Association of Apartment Owners, for and on behalf of all owners of apartments in the Project against the risks of fire, earthquake, lightning, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Allottee as and when demanded by the Association of Apartment Owners / the Maintenance Agency, as the case may be.
- 23.2 The Allottee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Allottee shall be solely responsible and liable. However, insurance, if any, of any items/ things/ articles inside the Apartment and third party risk shall be solely at the risk and cost of the Allottee. Any act of omission or commission in this regard shall be the sole responsibility and liability of the Allottee.

24. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement he shall not mortgage or create a charge on the Apartment along-with Car Parking Space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment along-with Car Parking Space.



The Promoters shall have the right and authority to raise finance/ loan from any financial institution/ bank/non-banking financial company by way of mortgage/charge/securitization of the Project Land, receivables or by any other mode or manner by charge/mortgage of the Building / Project; all to the extent and in the manner as permissible under the Act and the Rules and the Applicable Laws.

25. APARTMENT OWNERSHIP ACT:

The Promoters have assured the Allottee that the Project in its entirety is in accordance with the provisions of the HAO Act, relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State and as are applicable to the Group Housing Colony which is being developed in a planned and phased manner over a period of time.

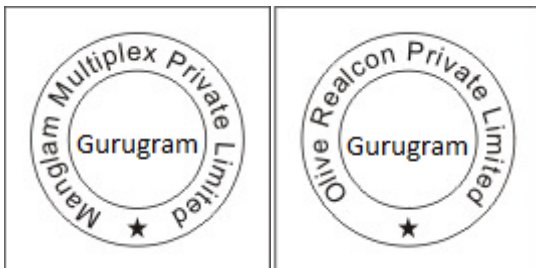
26. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoters, does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoters have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for execution and registration of this Agreement; the proportionate share of stamp duty and registration fee, as may be applicable, for formation of the Association; and any additional stamp duty and registration charges, in the event the same becoming payable due to change or interpretation of applicable law, notification, order etc. including the stamp duty and registration fee which may be demanded by the Competent Authority due to under valuation of stamp, shall be borne and payable by the Allottee as and when demanded by ORPL.

If the Allottee fails to execute and deliver to the Promoters, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said Agreement and register the said Agreement, within the stipulated period as prescribed by Applicable Law, then ORPL shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled, then in such a case, ORPL has an option to forfeit the Earnest Money (i.e. being 10% of the Total Consideration) and interest component on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Company), commission, brokerage , and rebate if any, earlier allowed to the Allottee in terms of this Agreement and return the balance amount.

The rate of interest payable by the Allottee to ORPL shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned by ORPL to the Allottee within 90 (ninety) days of such cancellation or withdrawal.



The Recitals of this Agreement and representations therein along with the Schedules and Annexures to this Agreement shall form an integral part of this Agreement and shall be read as necessary terms and conditions of this Agreement.

The Promoters reserves its/their right to reject and refuse to execute this Agreement if the Allottee has made any changes, corrections, cancellations, alterations, modifications in the Agreement unless such changes have the prior written concurrence and consent of the Promoters.

27. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, brochures, advertisements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment along-with Car Parking Space.

28. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said Agreement.

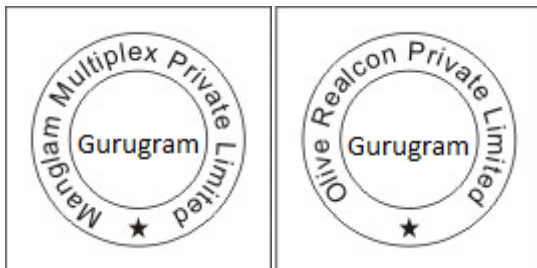
29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment along-with Car Parking Space and the Project shall equally be applicable to and enforceable against and by any subsequent allottee(s) and/or any assignee / transferee (in terms of this Agreement) of the Apartment along-with Car Parking Space in case of a transfer / assignment , as the said obligations go along with the Apartment along-with Car Parking Space for all intents and purposes.

30. WAIVER NOT A LIMITATION TO ENFORCE:

30.1 ORPL may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by ORPL in the case of one allottee shall not be construed to be a precedent and /or binding on ORPL to exercise such discretion in the case of other allottee(s).

30.2 Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.



31. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act and/or the Rules and Regulations made thereunder and/or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to Act and/or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and enforceable as applicable at the time of execution of this Agreement for Sale.

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement, it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the area/ Carpet Area of the Apartment along-with Car Parking Space bears to the total carpet area of all the apartments in the Project.

33. FURTHER ASSURANCES:

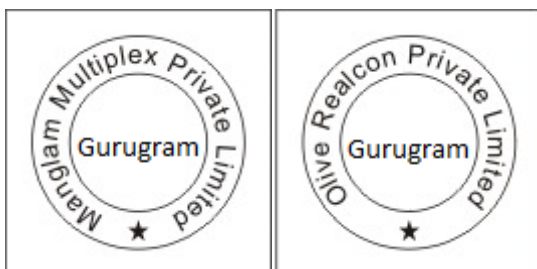
The Parties agree that they shall execute, acknowledge and deliver to ORPL and / or MMPL such other instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement and/or of any transaction contemplated herein and/or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

34. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at ORPL's Office, or at some other place, which may be mutually agreed between ORPL and the Allottee, in the office of the jurisdictional sub-registrar of Assurances after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at jurisdictional sub-registrar of Assurances, Gurugram, Haryana, India. Hence this Agreement shall be deemed to have been executed at Gurugram, Haryana, India.

35. NOTICES:

That all notices and correspondences (including call/demand notices to be sent by the Promoters) to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post or speed post or courier or other mode as recognized under Applicable Law at their respective addresses or on e-mail address provided by Allottee specified herein below:



.....

 E-mail: (Customer Name and Address)

M/s Olive Realcon Private Limited
 Unit No-SB/C/5L/Office/008,M3M Urbana,Sector-67,
 Gurugram Manesar Urban Complex,Gurugram-122102
 Gurgaon, Haryana- 122002 (Promoter Name and Address)

E-mail : customerexperience@trumptowersdelhincr.com

All communications shall be sent by the Allottee to ORPL on the address stated above shall for all intents and purposes be considered to be served on all the Promoters.

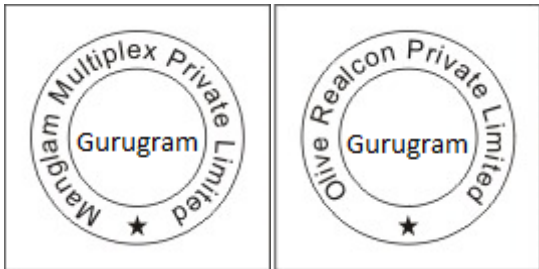
It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement for Sale in the above address by Registered Post or speed post or courier or other mode as recognized under Applicable Law failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

36. JOINT ALLOTTEES:

That in case there are Joint Allottee, all communications shall be sent by ORPL to the Allottee whose name appears first and at the address given by him/ her/it which shall for all intents and purposes to consider as properly served on all the Allottee. No separate notice/communication will be sent to any of other joint Allottee. The Allottee confirms and agrees that any communication to the email address provided in this Agreement shall be considered a valid communication to the Allottee.

37. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the Allottee under this Agreement for Sale or under the Act or the rules or the regulations made thereunder and the Applicable Law.



38. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State for the time being in force.

39. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, 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.

40. COMPLIANCE OF ALL APPLICABLE LAWS AND NOTIFICATIONS:

The Allottee confirms entering into this Agreement with the full knowledge of all Applicable Laws, rules, regulations, orders, notifications in general and the Apartment / Project in particular and hereby undertakes to comply with and carry out, from time to time.

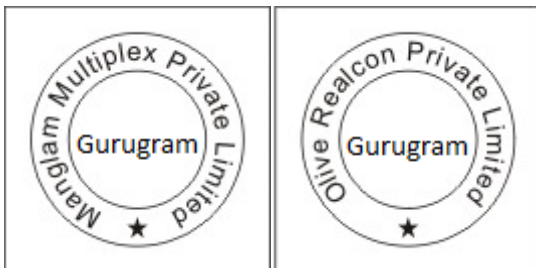
The Allottee hereby acknowledges and understands that, if ORPL and / or MMPL / the Association of Apartment Owners / the Maintenance Agency, as the case may be, for the purpose of this Agreement and/or in relation to the Project is required, from time to time, to submit before any authority (Statutory or otherwise) consent/ NOC/ Approval/ certification/ authorization, etc. from the Allottee, then in that eventuality the Allottee agrees and undertakes to execute and provide to ORPL and / or MMPL / the Association of Apartment Owners/ the Maintenance Agency, as the case may be, without any delay/ demur/ protest all such documents.

The Allottee clearly understands and agrees that all terms and conditions as contained herein and the obligations thereof regard the Apartment/Project shall be applicable and enforceable against any and all occupiers, tenants, licenses and any subsequent allottee of the Apartment.

41. INDEMNIFICATION:

The Allottee hereby agrees and undertakes to pay from time to time the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the obligations and abide by all the terms and conditions of this Agreement and to keep the Promoters and their agents and representatives indemnified and harmless against any loss or damage that the Promoters may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

With effect from the date of taking possession of the said Apartment or deemed possession in terms of this Agreement, the Allottee agrees to indemnify and to keep the Promoters / Association of Allottees / the Maintenance Agency, as the case may be and their assignees, nominees, their officers / employees as well as the other occupants / owners of the Project fully indemnified, saved and harmless from and against all the consequences of breach by the Allottee of any Applicable Law for the time being in force and/or the stipulations applicable to



the Allottee and/or the said Apartment hereunder as also of any of its representations, warranties or undertakings not being found to be true at any point of time, or any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted and/or incurred by any of them on account of any of the foregoing. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the occupants, representatives and/or any other person claiming under the Allottee.

42. BROKERAGE PAYABLE BY ALLOTTEE:

In case the Allottee is liable to pay any fee or commission or brokerage to any person for services rendered by such person to the Allottee in respect of the Apartment, ORPL shall in no way, whatsoever, be responsible or liable for the same and no such fee, commission and/or brokerage shall be deductible from the amount of Total Consideration agreed to be payable towards the Apartment. Further, no such person shall in any way be construed as an agent of the Promoters and the Promoters shall in no way be responsible or liable for any act of omission or commission on the part of such person and/or for any representation, undertaking, assurance and/or promise made/given by such person to the Allottee. The Promoters shall in no manner be responsible, liable and accountable for any Third Party communication (written, oral or otherwise) in relation the Project and/or any part or portion thereof, the Total Lands, the larger developments undertaken, being undertaken and to be undertaken in future.

43. COPIES OF THE AGREEMENT:

Three sets of this Agreement in original shall be executed in 'BLACK INK', after due execution and registration - one set of the original Agreement (on plain paper with original signatures) shall be retained as office copy in the office of the jurisdictional Sub-Registrar of Assurances, the Promoters shall retain second original copy and send the third original copy (with full stamp duty endorsement), duly executed and registered to the Allottee for his reference and record.

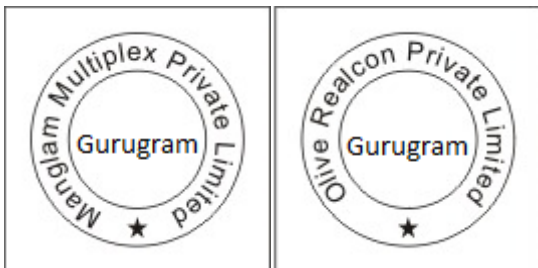
IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gurugram, Haryana, India in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s): (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
 photograph
 and sign across
 the photograph



(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign across
the photograph

3) Signature _____
Name _____
Address _____

Address _____

Please affix
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4) Signature _____
Name _____
Address _____

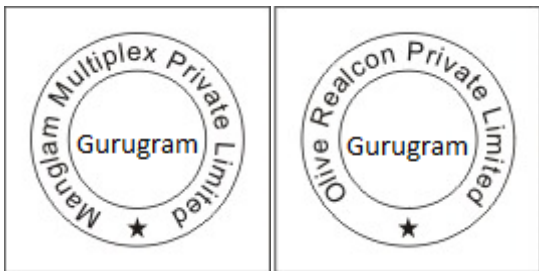
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**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:**

(1) Signature (Authorised Signatory) -**Manglam Multiplex Private Limited**
Name _____
Address _____

At _____ on _____ in the presence of:

Please affix
photograph
and sign across
the photograph



WITNESSES:

a. Signature _____
Name _____
Address _____

b. Signature _____
Name _____
Address _____

(2) Signature (Authorised Signatory) – **Olive Realcon Pvt Ltd**

Name _____
Address _____

At _____ on _____ in the presence of:

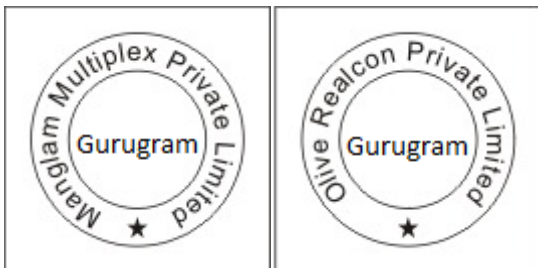
WITNESSES:

a. Signature _____
Name _____
Address _____

b. Signature _____
Name _____
Address _____

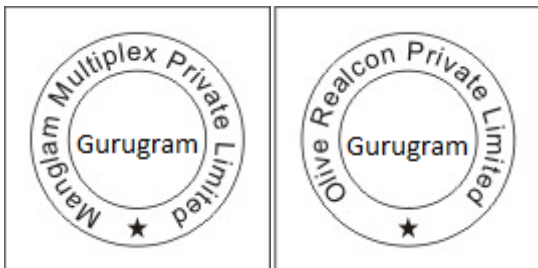
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Note: in accordance to resolutions mentioned above has executed this Agreement and for the purpose of registration Ms./Mr. has presented the same in the office of concerned Sub-Registrar.



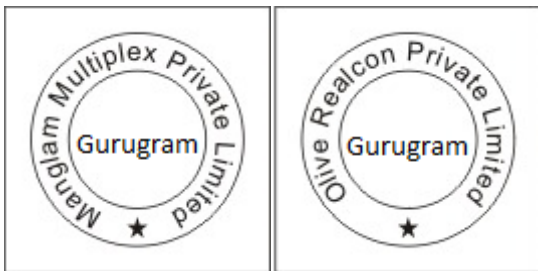
SCHEDULE 'A' - DESCRIPTION OF APARTMENT AND PARKING

Residential Apartment No. having carpet area of sq. mtrs. (..... sq. ft.) ("**Carpet Area**") and corresponding super area sq. mtrs./ sq. ft.) ("**Super Area**"), type BHK, on floor in [tower/block/building] No. ("**Tower**") along with exclusive usage of number of car parking spaces, as permissible under the Applicable Law and of *pro rata* right share in the Common Areas, in the Project being developed on the land as described in '**Schedule I**' hereinabove, situated in the Revenue Estate of Village Maidawas, Sector-65, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India.



SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE APARTMENT

DRAFT AGREEMENT



Disclaimer: The floor plan/site plan/apartment plan, as the case may be and as the situation and circumstances so warrant is to be read in conjunction with (i) Licence No. 234 of 2007 dtd. 16.10.2007, Licence No. 52 of 2009 dtd. 28.08.2009 and Licence No. 35 of 2010 dtd. 06.05.2010 ; (ii) submissions made with HRERA; (iii) Building plans approved vide Memo No. ZP357-Vol-1/Sd(BS)/2017/2057 dated 15.01.2018 and revisions thereto/thereof. Measurement herein are approximate and are for illustrative purposes only. Information herein may contain technical inaccuracies or typographical errors. While Promoter does not doubt the plans accuracy, no guarantee, warranty or representation as to the accuracy and completeness is being made. Allottee and/or its advisors should conduct a careful, independent investigation to its/their satisfaction. Plan(s) is/are intended to give a general indication of the proposed layout only. Site plans and landscaping are not intended to form part of any contract or warranty unless specifically incorporated in writing into the contract. Minor inaccuracies in square footage and inaccuracies in layout and room dimensions as shown on any plan will not excuse the Allottee from completing the purchase of the Apartment without abatement in price and/or recourse against the Promoter. Dimensions are not intended to form part of any contract or warranty unless specifically incorporated in writing into the contract. Specification is/are not intended to form part of any contract or warranty unless specifically incorporated in writing into the contract. Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per the approvals/instructions/ guidelines of the Competent Authorities, or such other changes as may be required to make the enjoyment of the Project comfortable and convenient for the allottees/occupants/users at large. 1 Hect. =2.471 Acres, 1 Acre=4840 sq.yds. or 4046.864 sq. mtrs., 1 sq.mtr. =10.764 sq.ft.

SCHEDULE 'C'

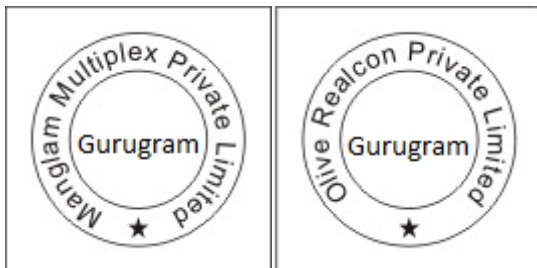
TOTAL CONSIDERATION Part I

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

1. A Carpet Area of sq. mtrs. / sq. ft.;
2. Exclusive balcony / Verandah having an area of sq.mtrs./ sq. ft.. (approx.);
3. Exclusive No. of Car Parking Space (s)
4. Access to Club - YES.

OTHER CHARGES Part II

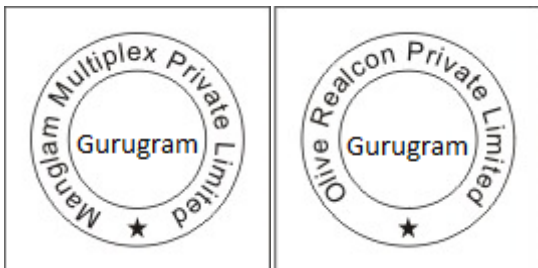
In addition to the Total Consideration, the Allottee shall be liable to pay the following:
Interest Free Maintenance Security (IFMS) of ₹. 395/-per sq.ft. of Carpet Area.



Notes/Terms:

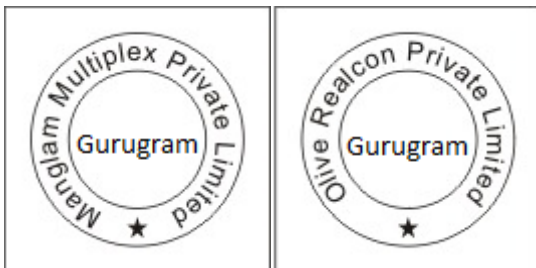
All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at New Delhi/Gurugram only or through electronic transfer mode (as permissible under applicable Law) drawn in favour of "[Trump Towers Delhi NCR]" having account no. [777705996425], Swift Code: [BRAJINBBPPT], IFSC Code: [ICIC0000399], with [ICICI] Bank Limited. 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 Allottee's account and credit shall be granted from the date of actual receipt of funds.

1. The allotment shall be valid only subject to clearance of amounts tendered by the Allottee and subject to future payments on time.
2. The Allottee shall also pay, as and when demanded by the Company, pro-rata share of Goods & Services Tax (GST – w.e.f. 01st July, 2017) 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 Allottee to the Company (collectively referred to as "**Taxes**"). The Allottee 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).
3. The Allottee shall be liable to pay the Total Consideration and the Other Charges as specified herein together with the applicable government taxes and levies as per the Schedule of Payments hereunder, time being of all essence.
4. The Total Consideration is inclusive of Development Charges (**DC**), (External Development Charges ("**EDC**") and Infrastructure Development Charges ("**IDC**"), Electricity Installation Charges, Applicable Statutory Charges, Tax, Labour Cess, Duty, VAT, GST, Water, Gas and Other Utilities Infrastructure and Connection Charges. Further, any revision in EDC, IDC, Statutory Charges, Taxes, GST, VAT, Labour Cess et al, shall be communicated and shall be charged as applicable from time to time as per the applicable rates.
5. The Applicant has applied for the booking and allotment of the Apartment being fully aware of the cost of the Apartment, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. Therefore, the Application has been made by the Applicant having being fully aware that all payments made on and after 01.07.2017 (in respect of the bookings for the allotment of a Apartment made prior to 1.07.2017)and all bookings made on and with effect from 01.07.2017 will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he / she shall not claim any GST credit and/or claim any reduction in price of the Apartment due to application of GST
6. The Allottee 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 Allottee 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 shall be issued in favour of the Allottee only. Payments from sources other than the Allottee ("**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 return directly to said Third Party.
7. In the event the Applicant/Allottee fails or neglects to make the payment of all due amounts as per Schedule of Payments stated herein (and interest thereon, if any) or seeks to withdraw or cancel the Allotment/Agreement for sale/Agreement to Sell in respect of the said Apartment (so



allotted), the Applicant/Allottee shall be deemed to be in default and the Company shall be entitled to forfeit the Earnest Money (being 10% of the Total Consideration) and interest component on delayed payment (payable by the Applicant/Allottee for breach and non-payment of any due payable to the Company) and brokerage. The rate of interest payable by the Applicant/Allottee to the 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/Allottee shall be returned by the Company to the Applicant/Allottee within 90 (ninety) days of such cancellation or withdrawal.

- 8 The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the Booking Amount / amounts paid by the Applicant/Allottee towards Consideration Value is less than the Earnest Money being 10% of the Total Consideration, the Applicant/Allottee shall be liable to pay to the Company the deficit amount. The payment of refund Amount shall be made within a period of 90 (ninety) days from the date on which such refund becomes due, all as per the applicable Law.
- 9 The Applicant shall also pay, as and when demanded by the Company, the pro-rata share of any Value Added Tax (VAT), 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).
- 10 The heads as mentioned in this Allotment and more particularly the payment schedule is 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.
- 11 On "Notice for Offer of Possession" all other payments due for previous milestones, if not called for shall become payable within prescribed timelines.
- 12 "On Installation of Services", it shall mean the completion of the internal services in relation to the Apartment including sprinkler and distribution board installation as well as wet point and draining point related work as/if applicable for the Apartment.
- 13 The sequence of construction milestones is indicative in nature and is subject to change during the course of construction. While the time linked instalments shall be raised within the given timeframe. The construction linked demands shall be raised based on the actual stage of construction, which can be earlier or later to the indicative milestones or in between the time linked instalments as mentioned in the payment plan and shall be payable on being raised, irrespective of the sequence mentioned in the payment plan.
- 14 In the event any amount by the Applicant/Allottee is prepaid Company is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- 15 The Applicant/Allottee shall be liable is to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Allottee. Any delay or default in making payment of the instalments, the Company shall charge interest at the rate of State Bank of India highest marking cost of lending rate plus 2% per annum from the due date.
- 16 The Applicant/Allottee shall be liable to make instalment payment(s) within the time limit



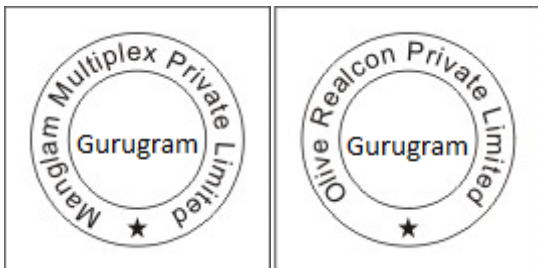
specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Allottee and/or sanction of bank loan etc. Any delay or default in making payment of the instalments, the Company shall charge interest at the rate of State Bank of India highest marginal cost of lending rate plus two percent per annum from the due date or as may otherwise be prescribed under the provisions of Real Estate (Regulation & Development) Act, 2016 (read with the Haryana Real Estate (Regulation & Development) Rules, 2017) and regulations made thereunder.

17. Stamp duty and registration charges on actuals shall be payable by the Allottee over and above the Total Consideration.
18. It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the allottee shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.
19. To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the apartment exceeds ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Allottee 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. Allottee 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 Allottee.
20. Taxation particulars of [Olive Realcon Private Limited]
PAN No.: [AABCO5163E]
ID of GST: [06AABCO5163E2ZO]

*Conditions apply

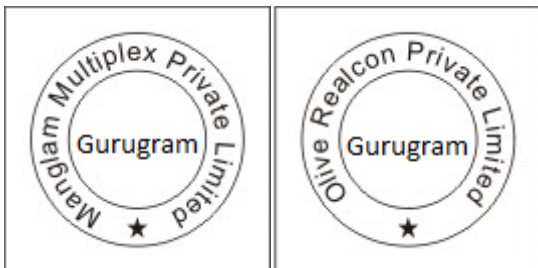
21. Here are a few details to keep in mind if you are paying through RTGS

RTGS Details: [Trump Towers Delhi NCR -Olive Realcon Private Limited]
Swift Code: Swift Code [BRAJINBBPPT]
Bank Name: [ICICI Bank]
Account No.: [777705996425]
IFSC Code: [ICIC0000399]
Account Name: “[Trump Towers Delhi NCR]”

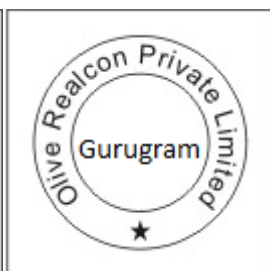
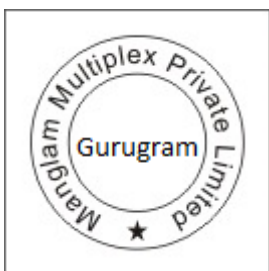


SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES.

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OTHERS LAND



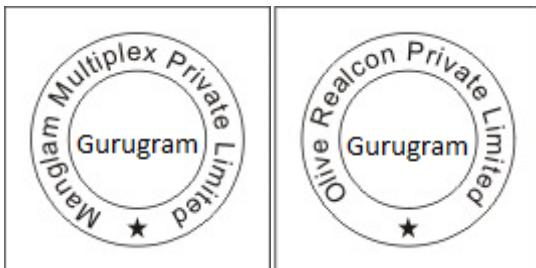
SCHEDULE-‘E’ – AMENITIES, INFRASTRUCTURE THAT IS OUTSIDE THE PROJECT BUT IN TOTAL LANDS AND WILL BE ACCESSIBLE TO THE ALLOTTEE(S)

The allottee shall be liable to pay the charges for availing the facilities / amenities which are chargeable and which shall be uniformly applicable to all the allottees availing such facilities / amenities:

- Clubhouse features mini Theatre, Business Center, Snooker Room, Ball Room, Banquet Hall, Pre-Function Area, Art Gallery, Bakery, Grand Lobby, Golf Pro Shops, Changing Rooms, Restaurant, Bar, Open to Sky Lounge, Pool View from restaurant, Wine Chiller etc.
- 9-Hole Executive Golf Course
- Swimming Pool
- Amphitheatre, Performance Stage, Dining Court, BBQ Pits, Function Court, Open Plazas, Interactive Fountain etc.
- Jogging track, Rooftop Jogging Track, Cycling Track, Reading Zone, Pet Garden, etc.
- Indoor Air-Conditioned Cricket Pitch, Badminton Court, Squash Court
- Lawn Tennis Court, Basketball Court
- Kids Play Area like Splash Pool, Water Shooting Game, Play Hills, Swings, Sand Pits, Pop Jet Water Fountain, etc.
- Beach Volleyball
- Family Area, Dedicated Kids Area, Open Ludo and Open Chess, Sandy Beach, Amphitheatre, Interactive Pop Jet Fountain, Water-bodies, etc.

SCHEDULE-I -DESCRIPTION OF PROJECT LAND

All that piece and parcel of land admeasuring approximately 11,457.66 sq. mtrs. (2.83125 acres [1.145766 Hectares]), situated in the Revenue Estate of Village Maidawas, Sector-65, Gurugram-Manesar Urban Complex, Gurugram (Gurgaon), Haryana, India.



SCHEDULE-II- DESCRIPTION OF LICENSES

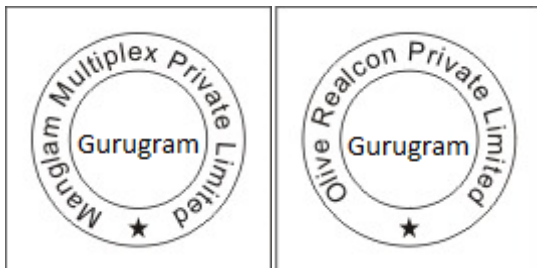
Licence No. 234 of 2007 dtd. 16.10.2007, Licence No. 52 of 2009 dtd. 28.08.2009 and Licence No. 35 of 2010 dtd. 06.05.2010

SCHEDULE-III PROJECT SPECIFIC DISCLOSURES

The Promoters have made the following disclosures to the Allottee which shall be an integral part of this Agreement:

- (a) The Project Land is part of a larger land parcel admeasuring 56.05 acres i.e. (22.683 Hectares) in Village-Maidawas; Tehsil and District Gurugram (“**Total Land**”) in Residential Sector-65 of Gurugram – Manesar Urban Complex. ORPL has acquired valid and subsisting rights to undertake development on the Project Land and FSI sanctioned to be constructed under the Sanctioned Building Plans on the Project Land by and under the definitive agreements. Pursuant to execution of the definitive agreements, ORPL is the co developer of the Project, and MMPL continues to be the land owner. The grant of the valid and lawful right to undertake and carry on the development on the Project Land has also been further confirmed.
- (b) The Director Town and Country Planning, Haryana has granted an approval vide memo number LC-1043-III-JE (VA) 2018/29278 dated 12-10-2018 recognizing ORPL to be the co developer of the Project on the Project Land.
- (c) The trademark “TRUMP® TOWER(S) GURUGRAM” has been licensed by DT Marks Gurugram LLC, (“**Trump**” or “**Licensor**”), to ORPL and others (collectively, “**Licensee**”) to identify and promote the Project being constructed and developed on the Project Land by and under a brand license agreement dated 30-Jan-2015 executed by Licensor in favour of Licensee (“**License Agreement**”). ORPL shall abide by the physical standards of construction and marketing as provided in the License Agreement while constructing, developing, marketing and selling the apartments in the Project.
- (d) The Project entails construction and development of a residential Floor Space as permitted under the Sanctioned Building Plans.

The Project Land is an integral part of the Total Land as defined in Schedule III clause (a) for which the Director Town and Country Planning, Haryana has granted Licenses under the Haryana Development of Urban Areas Act, 1975 and related rules for development of residential group housing colony. The Project Land is earmarked under the relevant approvals and the Development Agreements for the purpose of building a residential housing project, comprising of 48 multi-storied building(s) known as ‘Trump Towers Delhi NCR’ (“**Project**”) and which forms a part of the larger development and the licensed “Group Housing Colony”. Consequently, certain common amenities are located in such larger Group Housing Colony, and will be made available to the allottees as well as to residents of the Project and other users or other components of such larger Group Housing Colony, Further, the residents / users of the Project will be allowed to use all access point of the larger Group Housing Colony as shall be available to the users of other components but the

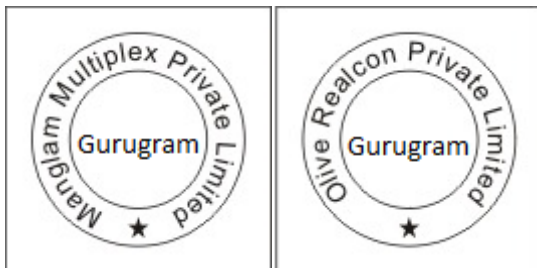


occupants/ allottees of the larger Group Housing Colony will not be allowed to enter through access points of the Project.

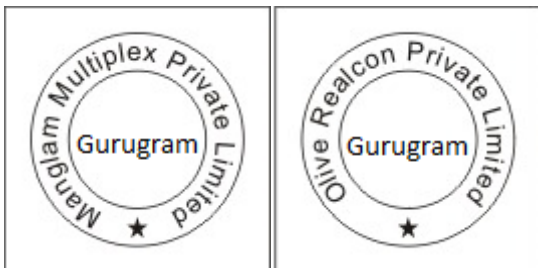
**SCHEDULE-IV
DEFINITIONS AND INTERPRETATION**

The capitalized terms in this Agreement shall have the meaning as ascribed to them below;

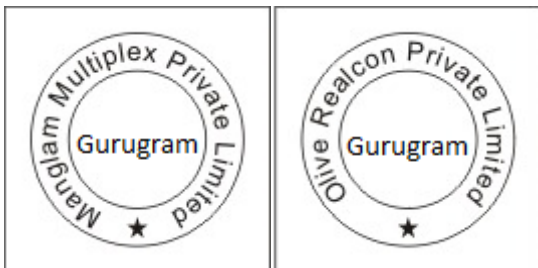
- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) **“Apartment”** shall have the meaning as ascribed to it in Recital H;
- (c) **“Agreement”** shall mean this Agreement for Sale executed by the Promoter and the Allottee along with its recitals, annexures, schedules and terms and conditions for the allotment of the Apartment in the said Project;
- (d) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (e) **“Application”** shall mean the application for the provisional allotment of the Apartment in the said Project as made by the Allottee;
- (f) **“Association of Apartment Owners”** shall mean shall mean the condominium / association of the apartment owners in the Project as the case may be, which shall be formed in compliance with Applicable Laws
- (g) **“Authority”** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016 having jurisdiction over the Project;
- (h) **“Board”** shall have the meaning as ascribed to it in Clause 9.6;
- (i) **“Building”** shall have the meaning as ascribed to it in Recital H;
- (j) **“Building Plan(s)”** shall mean the building plan(s) of the Project as approved under the Punjab Act and Punjab Rules or any other Applicable Law, and shall include all subsequent revisions thereof;
- (k) **“Clause”** means a clause of this Agreement;
- (l) **“Casino and Gaming Activities”** shall have the meaning as ascribed to it in Clause 8.5;
- (m) **“Common Areas & Facilities ”** shall have the meaning as ascribed to them in the RERA Act and as may be provided by ORPL in the Declaration to be filed under the HAO Act;
- (n) **“Carpet Area”** shall have the same meaning ascribed to it under the Act and the Rules;



- (o) **“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;
- (p) **“Commitment Period”** shall mean the time period notified by the Promoters to the Authority, at the time of registration of the Project under the Act, for completion of the Project which is December 31, 2024;
- (q) **“Competent Authority” / “Government Authority”/ “Statutory Authority”** shall mean and refer to any Central or State judicial, quasi-judicial or government authority, body, department, agency, commission, board, tribunal or other law, rule or regulation making entity having and/ or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Said Land and/or the Project and the expression “Government Authorities”/ “Competent Authorities”/ “Statutory Authorities” shall be construed accordingly;
- (r) **“Conveyance Deed”** shall mean the deed of conveyance by which the title to the Apartment shall be lawfully conveyed and vested in favour of the Allottee in accordance with this Agreement, the Act and Applicable Laws;
- (s) **“Declaration”** shall mean the declaration (including any modification/ amendment thereto), filed or to be filed by the Promoters under the Apartment Ownership Act, with the Competent Authorities with regard to the said Project;
- (t) **“DGTCP” / “DTCP”** shall mean Director General, Town & Country Planning Department, Haryana / Director, Town & Country Planning Department, Haryana;
- (u) **“Force Majeure”** shall have same meaning as ascribed to the term “force majeure” under the Applicable Law;
- (v) **“Government”** means the Government of the State of Haryana;
- (w) **“HAO Act”** shall mean the Haryana Apartment Ownership Act, 1983 and Rules thereof, including any statutory enactments or modifications thereof;
- (x) **“Haryana Building Code”** shall mean the Haryana Building Code, 2016/ Haryana Building Code, 2017 as may be applicable and as may be amended from time to time;
- (y) **“Licensee”** shall have the meaning as ascribed to it in Schedule IV Clause (d);
- (z) **“License Agreement”** shall have the meaning as ascribed to it in Schedule IV Clause (d);
- (aa) **“Observer”** shall have the meaning as ascribed to it in Clause 9.6;
- (bb) **“Payment Plan”** shall have the meaning as ascribed to it in Clause 2.2;



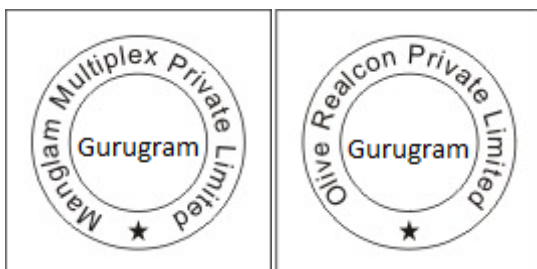
- (cc) **“Person”** shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person under the Applicable Law;
- (dd) **“Project Land”** shall have the meaning as ascribed to it in Recital A;
- (ee) **“Project”** shall have the meaning as ascribed to it in Recital C;
- (ff) **“Project Branding”** shall mean the overall branding and association of the Project and the towers therein as and with “Trump Towers Delhi NCR along with reference of the Promoters name or brand and the name / brand of Tribeca and the name / brand M3M, in all marketing materials, collaterals, brochures, advertisements, promotions etc.;
- (gg) **“Punjab Act”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 as applicable to the State of Haryana;
- (hh) **“Punjab Rules”** shall mean the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules, 1965 framed under the Punjab Act as applicable to the State of Haryana and modifications thereof;
- (ii) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (jj) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (kk) **“Section”** means a section of the Act;
- (ll) **Subsequent License Agreement:** Upon formation of the Association of Apartment Owners and the registration of the declaration, deeds of apartment and the other relevant documents as per Applicable Law, the Association of Apartment Owners will be required to execute a license agreement with Licensor in respect of the use of the Trump name and mark under license from Licensor solely for the purpose of identifying (but not marketing and promoting) the Building and the Allottee irrevocably consents and agrees to the same. The Allottee confirms that Association shall not have any rights to the Trump name and mark until Licensor and the Association shall have fully executed and delivered such license agreement
- (mm) **“TP Act”** shall mean the Transfer of Property Act, 1882 including any statutory enactments or modifications thereof;
- (nn) **“Third Party”** or **“Third Parties”** shall mean any Person other than a Party;
- (oo) **“Total Consideration”** shall have the meaning as ascribed to it in Clause 2.2;
- (pp) **“Total Land”** shall have the meaning as ascribed to it in Schedule IV Clause (a);



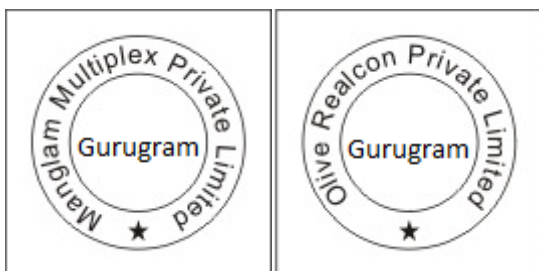
(qq) “**Trump or Licensor**” shall have the meaning as ascribed to it in Schedule IV Clause (d).

INTERPRETATION:

- (i) Unless the context otherwise requires, in this Agreement:-
- (ii) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (iii) The Recitals, Annexures and Schedules to this Agreement are an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (iv) The table of contents and headings and sub-headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (v) Unless the context of this Agreement otherwise requires:
- (vi) words using the singular or plural number also include the plural or singular number, respectively;
- (vii) words of any gender are deemed to include the other gender;
- (viii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- (ix) reference to the words “include”, “including” and “in particular” shall be construed without limitation;
- (x) the words “directly” or “indirectly” mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and, “direct” or “indirect” shall have the correlative meanings;
- (xi) the term “Clause” refers to the specified Clause of this Agreement;
- (xii) reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (xiii) unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another clause;
- (xiv) any document or agreement (including this Agreement) includes a reference to that document or agreement as varied, amended, supplemented, substituted, novated or assigned, from time to time, in accordance with the provisions of such a document or agreement;
- (xv) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
- (xvi) references in this Agreement to any law or statute includes a reference to that law or statute as amended, replaced, supplemented or re-enacted, both before and at any time after the execution of this Agreement;
- (xvii) an obligation for a Party to “procure” or “cause” or “ensure” or “endeavor” that something shall be done shall be construed as an obligation on the part of each such Party to take all steps within its control to do or cause that thing to be done, including by exercising all rights and powers vested in or available to it, and all correlative terms shall be construed as above;
- (xviii) subject to the terms, conditions and limitations herein provided, the Parties agree to use their respective good faith endeavours to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all Applicable Laws to carry out and make effective the provisions of this Agreement;

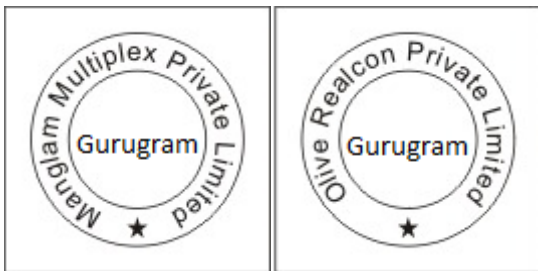


- (xix) in accordance with accepted conversion rates in the real estate sector, the measure of 1 (one) square feet wherever used shall be equal to 0.0929 square meter;
- (xx) unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement;
- (xxi) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, or such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated.



Endorsement

DRAFT AGREEMENT



Endorsement

DRAFT AGREEMENT

