

RERA Registration No. 375 of 2017 dated 28.11.2017 registered with the Haryana Real Estate Regulatory Authority.

Provisional Allotment Letter

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Date:

Phone: +91

Subject: Provisional Allotment of Unit no. at Trump Towers Delhi NCR, Sector- 65, Gurugram-Manesar Urban Complex, Village Maidawas, Gurgaon, Haryana-122001 India.

Dear

Thank you for showing your interest in **Trump Towers Delhi NCR**. We value your esteemed relationship with us.

The details of the Allottee and the Unit allotted thereto are as under: -

Project and location "Trump Towers Delhi NCR"
Sector- 65, Gurugram-Manesar Urban Complex, Village Maidawas,
Gurgaon, Haryana-122001 India

Name of Allottee(s)

Email ID of Allottee(s)

Unit No.

Floor No.

Tower/Block

Exclusive Right to Car

Park Space(s)

Type of Unit Residential

Carpet Area Sq. Ft./ Sq. Mtrs.

Super Area Sq. Ft./..... Sq. Mtrs

Total Consideration **INR**/- (Including Applicable

GST)

Style

* 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.

*“**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Upon receipt of Occupation Certificate, the final Carpet Area shall be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. Carpet Area of the Apartment is shall be used for the purpose of computing the total payable consideration for the Apartment.

** “**Super Area**” of Apartment shall mean and include (a) Carpet Area; (b) proportionate undivided share / interest in the area under Common Areas and Facilities as finally achieved at the time of grant of occupation permission and eventually provided for / declared in the Deed of Declaration to be filed under the provisions of the Haryana Apartment Ownership Act, 1983. The Super Area mentioned herein is tentative and subject to change and may be modified or revised or changed during the course of Project’s completion and grant of Occupation Certificate.

The Total Consideration shall be inclusive of the charges annexed herewith as ‘**Annexure A**’ which shall be applicable and payable for your Unit as per the Payment Plan annexed herewith as ‘**Annexure B**’.

According to the Schedule of Payments, following payment is due and payable on booking:

S.No	Particulars	Amount Payable (INR)	Due Date
1	As per the Payment Plan		
2	Add : GST		
3	Less : Amount already received		
4	Total Amount Payable		

TDS @ 1% to be deposited to the government account via www.tin-nsdl.com

You may remit the payments as per the bank account details mentioned below:

Component	Account Name	Account Number	Bank Name	Address of Bank	IFSC CODE	SWIFT CODE
Installment	Trump Towers Delhi NCR	777705996425	ICICI Bank	Suncity, Sec-54, Gurgaon	ICIC0000399	BRAJINBBPPT

Once you have remitted the payment, please send the following information to: customerexperience@trumptowersdelhincr.com

1. Your Name
2. Your Unit Number
3. Amount Remitted
4. Your Bank Name & Branch
5. Unique Transaction Number
6. Copy of SWIFT Transaction Slip (in case of foreign remittances)

Terms and Conditions:

1. This allotment shall be valid subject to clearance of earlier amounts tendered by the Allottee and subject to future payments on time.
2. Upon issuance of this Allotment Letter, the Allottee shall be liable to pay the agreed Total Consideration and the other charges hereto as per the Schedule of Payments specified in 'Annexure A' hereunder, time being of all essence.
3. After receiving the Application, the Company has given to the Allottee disclosures of various documents and information regarding the land on which the Project is to be / being developed and of the Project and in respect of the Unit as envisaged under the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 along with regulations made thereunder and the details have also been submitted with the Haryana Real Estate Regulatory Authority.
4. The Project is being constructed and developed on a portion of the land comprised in the Group Housing Colony being developed on the licensed land as owned by Manglam Multiplex Private Limited.
5. Issuance of this non-transferable Allotment Letter to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until, firstly, the Allottee signs and delivers the Agreement for Sale with all the schedules and annexures along with the payments due as stipulated in the Schedule of Payment within **30 (Thirty)** days from the date of dispatch of the Agreement (or such further period as may be provisioned for); and secondly, appears for registration of the Agreement for Sale before the concerned Sub-Registrar within the prescribed timelines in accordance with the applicable law. This Allotment Letter is not meant or be treated or deemed to be as Agreement for Sale as contemplated under provisions of law.
 - i. In the event, the Allottee fails or neglects to comply with any of his obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in 'Annexure A' hereto (and interest thereon, if any) or seeks to withdraw or cancel the Allotment / Agreement for sale, the Allottee shall be deemed to be in default and the Company shall be 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) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier and return the balance amount, if any. The rate of interest payable by the 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 Allottee shall be returned by the Company to the Allottee within 90 (ninety) days of such cancellation or withdrawal.

If the Allottee fails to execute and deliver to the Company, Agreement for Sale within **30 (Thirty) days** from the date of dispatch of the Agreement (or such further period as may be provisioned for) and/or appear before the Sub-Registrar for its registration within the prescribed timelines as stipulated in accordance with the applicable law, , then the Company shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within **60 (sixty) days** from the date of its receipt by the Allottee, application/Allotment of the Unit of the Allottee shall be treated as cancelled and the Company shall be 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) and brokerage and return the balance amount, if any. The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent.
 - ii. (Thirty) days from the date of dispatch of the Agreement (or such further period as may be provisioned for) and/or appear before the Sub-Registrar for its registration within the prescribed timelines as stipulated in accordance with the applicable law, , then the Company shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within **60 (sixty) days** from the date of its receipt by the Allottee, application/Allotment of the Unit of the Allottee shall be treated as cancelled and the Company shall be 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) and brokerage and return the balance amount, if any. The rate of interest payable by the Allottee to the Company shall be the State Bank of India highest marginal cost of lending rate plus two percent.

6. In case of any of the event as contemplated in clause 5 above, the Application Form/Allotment Letter for the Unit shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit, except the right to receive refund amount, if any.
7. Further, the payment of the refund amount, if any, 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 Total Consideration shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Total Consideration is less than the Earnest Money (i.e. 10% of the Total Consideration) and brokerage and any rebates availed earlier, the Allottee shall be liable and agrees to pay to the Company the deficit amount within 30 (thirty) days of such termination/cancellation. As already understood, the Allottee shall, in relation to the Unit, 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 Unit shall be issued in favor of the Allottee only.
8. The Agreement for Sale shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable Laws including the Haryana Unit Ownership Act, 1983 (along with the rules and regulations as may be framed thereunder) and the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 (along with the rules and regulations as may be framed thereunder by the State of Haryana in general and for District Gurugram in particular).
9. Please note that this allotment is further subject to the Allottee paying the requisite stamp duty and registration charges and registering the Agreement for Sale within 90 (ninety) days from the date hereof or such further period as provisioned, failing which, the Company at its sole discretion reserve its right to cancel this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
10. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment Letter and the Agreement to be executed in furtherance thereof, 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 within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of Real Estate (Regulation & Development) Act, 2016 (read with the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder).

I would like to take this opportunity to thank you for the trust that you have reposed in the Company and assure you of our best services at all times.

You are requested to quote the Unit Number given above in all your future communications with us.

Should you require any assistance, please email us at customerexperience@trumptowersdelhincor.com or call us on 1800-258-5606 (Domestic Customers) | +91-124-6712600 (International Customers)

Thanking You,
Yours Faithfully,

For Olive Realcon Pvt. Ltd.

Authorized Signatory

Enclosed: -

Total Consideration

Payment Plan

Disclaimer:

The Project is not owned, developed or sold by Donald J. Trump, The Trump Organization or any of their affiliates. The Company has the license to use 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”.

Draft Allotment

Annexure A

TOTAL CONSIDERATION

Total Consideration of Unit is INR./- @ INR./- per Sq. Ft. of Carpet Area (Cost of the Unit is INR./- and GST* amount of INR./- as Calculated @ 12%). The Unit is having:

1. A Carpet Area of Sq. Ft./ Sq. Mtrs;
2. Exclusive balcony / Verandah having an area of Sq.Ft. /..... Sq. Mtrs.;
3. Exclusive Right to Car Parking Space (s)
4. Access to Club- YES

OTHER CHARGES

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

Notes:

- It shall be the sole responsibility of Non-Resident Indian/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.
- 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). 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.
- Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under section 194IA. For example, the assessment year for the amount deposited in the Financial Year 2017-18 shall be 2018-19.
- Details of the Company/Developer:

Developer Name : Olive Realcon Pvt. Ltd.
PAN : AABCO5163E
Company Registered Address : Unit No-SB/C/5L/Office/008,
M3M Urbana, Sector-67, Gurugram
Manesar Urban Complex,
Gurugram-122102, Gurgaon, Haryana- 122002,
GSTIN : 06AABCO5163E2ZO

- * GST and any other taxes, duties, charges, cesses, levies and the like are as per the prevailing regulations & rates and subject to change.
- 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.

- 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 Unit.
- To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the unit exceeds INR. 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.
- 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.
- In the event any amount by the Allottee is prepaid, the Company is entitled to retain and adjust the balance/excess amounts received against the next instalment due.
- 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 Applicant / 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).
- Stamp duty, registration charges and other miscellaneous charges on actuals shall be payable by the Allottee.
- Any other statutory charges which may be imposed by the authorities from time to time will also be payable by the Applicant(s) at actual.

Annexure B

Payment Plan - Schedule of Payments

Sl.No	Milestones	Description	Amount (INR)
	Total		