

## Indian-Non Judicial Stamp Haryana Government



Date: 20/12/2022

G0T2022L266 <sub>97369537</sub>

### Seller / First Party Detail

Stamp Duty Paid: ₹ 101

Penalty:

(No Zero Curs,)

Amit Bhardwaj

8....09

Sector/Ward: Na

District: Gurugram

LandMark: State: Na

Haryana

Buyer / Second Party Detail

N. N. idi bank Ltd

<sup>β</sup> Gungram 60....88

Sector/Ward: Na District: Gurugram

LandMark: Na

State: Haryana

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TRIPARTITE HOUSING LOAN AGREEMENT

Between

Mr. Amit Bhardwaj

Mrs. Ashima Bhardwaj

And

Olive Realcon Pvt. Ltd.

And

**ICICI Bank Limited** 

This Tripartite Ilousing Loan Agreement ("Agreement") is made and entered into on this the \_\_\_\_day of \_\_\_\_, "Year" ("Effective Date") by and between

administrators and assigns) of the First Party expression shall unless repugnant to the context, include his/her heirs, executors Haryana 122098 India (hereinafter referred to as "Allottee / Borrower" which 122098 India and Mrs. Ashima Bhardwaj W/o Mr. Amit Bhardwaj aged about years, residing at B-401, Pioneer Araya Sector - 62, Gurugram Mr. Amit Bhardwaj S/o Mr. Shuk Dev Bhardwaj aged about residing at B-401, Pioneer Araya Sector - 62, Gurugram Haryana

which terms shall include its successors, and assigns) of the Second Part Complex, Gurugram-122102, Haryana (hereinafter referred to as "Developer" SB/C/5L/Office/008,M3M Olive Realcon Pvt. Ltd. a company incorporated under the Indian Companies Act, and having SI Urbana, Sector-67, registered office at Unit No. Unit Urbana, Sector-67, Gurugram Manesar Manesar Urban

ICICI Bank Limited, a Banking Company within the meaning of the Companies Act, 1956 and having Corporate office at ICICI Bank Tower, Bandra-Kurla unless repugnant to the context, include its successors and assigns) of the Third at.....((hercinafter called "Bank" which expression shall Complex, Mumbai - 400 051 and having its Registered Office at Landmark, Race Circle, Vadodara 390 007 and branch

individually as a "Party". Mr. Amit Bhardwaj and Mrs. Ashima Bhardwaj, Olive Realcon Pvt. Ltd. and ICICI Bank Ltd. are hereinafter collectively referred to as the "Parties"

### WHEREAS

the flat in the project Trump Tower Delhi-NCR situated at Sector 65 (hereinafter referred to as "Premises") which is more fully and particularly described in the The Developer is seized, and possessed of and otherwise well entitled to develop

Schedule-A of this Agreement).

Oduma Shardinaj

# INDEMNIFICATION

out of their respective defaults. Developer or Allottee/ Borrower(s) (Indemnifying Party) undertake to keep the Bank (Indemnified Party) out of conflict and/ or any legal proceedings or claims arising out of non-fulfillment of terms of Buyer's Agreement and to keep the Indemnified Party harmless from and against any and all damage, loss, liability and expense arising out of this to the extent of direct loss arising

### NOTICES

- the respective Party (which amendment shall be notified promptly to the other at the contact details set out below, as may be amended from time to time by All communications (including notices) hereunder shall be in writing (including email, facsimile, telecopier or similar writing) and shall be served
- 7 if transmitted by a recognized courier or prepaid registered airmail with return validity of the communication; or (ii) 3 (three) days from the date of dispatch, secured c-mail, but failure to send such confirmation shall not affect the immediately followed by a prepaid registered mail with return receipt and answer back, if sent by facsimile transmission provided such transmission is Notices hereunder shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed

Address Unit No. SB/C/5L/Office/008,M3M  Address: B-401, Pioneer Araya, Sector Urbana, Sector-67, Gurugram Manesar
-62, Gurugram, Haryana 122098 India Urban Complex, Gurugram-122102, Haryana.
Fax: Fax:
Tel: +919810045884 Tel:
Email: amitajanta48@gmail.com Email:
With copy to: With copy to:
Attn.: Attn.:
Address: Address:
Fax: Year Pax:
Oshina Bhardura

दिनांक:18-01-2023

## डीड सबंधी विवरण

डीड का नाम

AGREEMENT

तहसील/सब-तहसील

बादशाहपुर

गांव/शहर

लाईसंेस कालोनी

धन सबंधी विवरण

राशि 2500000 इपये

स्टाम्प नं : G0P2023A3928

41

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 12500

स्टाम्प इयूटी की राशि 100 रुपये

EChallan:98409575 परित्न शुल्क

3 श्वे

Service Charge:200

Drafted By: MANISH KUMAR SAINI ADV

यह प्रलेख आज दिनाक 18-01-2023 दिन बुधवार समय 12:48:00 PM बजे श्रीश्रीमती /कुमारी OLIVE REALCON PUT LI Dibru SAMDARSH ALAGHOTHER | निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया

य

उप/सर्वेक्त पंजीयन अधिकारी (बादशाहपुर )

OLIVE REALCON PUT LTD

17

AMIT BIIAKDWAJ हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों उपरोक्त पेशकर्ता व श्रीश्रीमती किमारी - AMITBIIARDWAJ पुत्र SHUK DEV BIIARDWAJ ASHIMA BIIARDWAJ पत्नी

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्रीश्रीमती /कुमारीMANISH KUMAR SAINI ADV पिता ---निवासी GURUGRAM व श्रीशीमती /कुमारी JP SHARMA ADV पिता --

निवासी GURUGRAM ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करूमा है

उप/सर्युक्त पंजीयन अधिकारी( बादशाहपुर )

# AGREEMENT FOR SALE

20,83, This Agreement for Sale ("Agreement") is made and executed on this 131 day of Jan. (Month)

# BY AND BETWEEN

resolution dated: 11-10-2089 (hereinafter referred to as 'ORPE' 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; office at Unit No-Survey and India (Figure Complex, Gurugram-122102.Haryana.India (Figure Complex, Gurugram-122102.Haryana.Haryana.India (Figure Complex, Gurugram-122102.Haryana.India (Figure Complex, Gurugram-122102.Haryana.Haryana.India (Figure Complex, Gurugram-122102.Haryana.Haryana.Haryana.India (Figure Complex, Gurugram-122102.Haryana.Haryana.Har 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 Urbana Complex, Gurugram-122102, Haryana, India (PAN - AABCO5163E), represented by its authorized OLIVE REALCON PRIVATE LIMITED (CIN No. U70100HR2011PTC043561), a company incorporated Son of Sh. O. P. Ahuse (Identification which expressions shall unless Card

### ₽

AAECM0481G), represented (Identification Card no. 841S) incorporated under the provisions of the Companies Act. [1956 or 2013, as the case may be], having its MANGLAM MULTIPLEX PRIVATE LIMITED (CIN No. authorized vide board resolution dated and include its successor-in-interest, and permitted assigns); MMPL\*, which expression shall unless repugnant to the context or meaning thereof be deemed to mean by 115 . authorized signatory Maria and its corporate office at LGF, F-22, Sushant U55101HR2003PTC044839). þ Spicato (hereinafter referred a company to as

("MMPL" and "ORPL" are hereinafter collectively referred to as the "Promoters" being part of the First

### AND

Mr. Amit Bhardwaj S/o- Mr. Shuk Dev Bhardwaj, permanent resident of 3, Oak Drive, DLF Chhatarpur Farms, New Delhi - 110074, and presently residing at B-401, Pioneer Araya Sector - 62, Gurugram Haryana 122098 India (PAN no. AEBPB3873R . Aadhar/ UID No. 870055303073);

Mrs. Ashima Bhardwaj W/o- Mr. Amit Bhardwaj, permanent resident of 3, Oak Drive, DLF Chhatarpur Farms, New Delhi - 110074, and presently residing at B-401, Pioneer Araya Sector - 62, Gurugram Haryana 122098 India (PAN no. ALSPB0932F, Aadhar/ UID No. 762134048643);

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 (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

\* Concon Private Control of Priv

ashina Bhardway

Reg. No. 12436 **पेशक**र्ता Reg. Year 2022-2023 दावेदार Book No. वह

उप/सयुंक्त पंजीयन अधिकारी

स्थकर्ता	
:- thru SAMDARSH ALAGHOTHER OLIVE REALCON PVT	

BHARDWAJ ( ) Shina

TATE 1 :- MANISH KUMAR SAINI ADV

गवाह 2 :- JP SHARMA ADV

प्रमाण पत्र

अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं। 22 से 24 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने के पृष्ठ नं 49.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 294 के प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12436 आज दिनांक 18-01-2023 को बही नं 1 जिल्द नं 578 पृष्ठ सख्या

दिनांक 18-01-2023

उप/सर्युक्त पंजीयन अधिकारी( बादशाहपुर )

-Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, easy under services shalls, exclusive balcony or verandah area and exclusive open terrace area, but includes the area owered by the internal partition walls of the apartment. Upon receipt of Occupation Certificate, the final CarpetArea set be calculated and communicated to the Allottee, which shall be final and binding upon the Allottee. Carpet Area Withe Agustment is shall be used for the purpose of computing the total payable consideration for the Apartment.

able for your Unit as per the Payment Plan annexed herewith as 'Annexure B' يحرم لحر The Total Consideration shall be inclusive of the charges annexed herewith as 'Annexure A' which shall be applicable

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

	10.550.017	Lotal Amount Payable	4-
	2.500,000	Less . Amount already received	<b></b>
14-Dec-2022	1,398,216	Add: GST	.,
	11.651.801	Within 30 days from the date of Booking	_
Due Date	Amount Payable (INR)	Particulars	SNo

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

777705996425 ICICI Suncity, Sector 54, Gurgaon, Harvana
Address of Bank

Once you have remitted the payment, please send the following information to: costomer experience  $\underline{a}$  tramptowers delhiner.com

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Seven Only) into between the Borrower and Developer) for a total consideration of Rs. 65 Gurgram (details more particularly contained in the Buyer's Agreement entered area of 6050 sq. ft / 562.06 sq. mtr. in the project Trump Tower Delhi-NCR, Sector flat/unit no. 37A on the 37th floor tower measuring more or less the total super The Allottee / Borrower is desirous to purchase and the Developer allotted the said 145,000,187.00/- (Rupces Fourteen Crore Fifty Lakh One Hundred Eighty

banking facilities in India. The Bank is duly licensed by RBI and is engaged in the business of providing

as are more particularly specified herein below. detailed in Schedule C herein, for a consideration and on the terms and conditions WHEREAS the Bank is ready and willing to offer the said home loan/Facility to the Allottee / Borrower/s, in accordance with the CLP PEMI Developer Scheme

sufficiency of which are hereby acknowledged, parties hereby covenant and agree set forth herein, and other good and valuable consideration, the receipt and NOW THEREFORE in consideration of the foregoing and of the mutual promises

- meanings assigned herein below:-DEFINITIONS: In this Agreement the following shall have the respective
- 2 relevant Facility, all its annexures and addenda and all other information, submitted by the Borrower/s to Lender, for applying for and availing of the "Application Form(s)" means, as the context may permit or require, the particulars, clarifications and declarations, if any, furnished particular preliminary application form, the credit facility application form Borrower/s or any other persons from time to time in connection with the Ş
- 5 time and announced / notified by the Bank from time to time as its Base which is the percentage rate per annum decided by the Bank from time to "Adjustable Interest Rate" means the ICICI Bank Base Rate (1-Base)"
- ç notified by the Lender to the Borrower's, is open for normal business specified in the Application Form(s), or such other office as may be "Business Day" means a day on which the relevant office of the Lender, as transactions.
- 9 "Buyer's Agreement" shall mean an agreement entered between the Developer and the Borrower wherein Developer has agreed to sell the

- The Allottee / Borrower(s) is not declared to be insolvent and/or incapable to enter into this Agreement by any competent authority or court.
- The cost of the flat, in excess of the amount of the Housing Loan sanctioned, will be borne and paid by the Allottee / Borrower(s).
- 21,663,027.00/- (Rupees Two Crore Sixteen Lakh Sixty Three Thousand Twenty Seven Only) in part payment of the consideration amount to the Developer and Developer has provisionally allotted the flat/ unit being no. 37A at 37th floor, more particularly described in the Schedule- A of this Agreement.
- dated and the money receipt dated 26.09.2022, 04.10.2022, 03.12.2022, 10.12.2022, 16.01.2023, with the Bank for the part payment made to the Developer before the date of first disbursal from the Bank.
- The Allottee/ Borrower shall provide specific written directions regarding the disbursal of the Facility amount and on proper discharge of such instruction by the Bank.
- [ The Flat proposed to be sold is free from all the Encumbrances.

# k represents and warrants that:

- t The Bank is duly licensed by RBI and is engaged in the business of providing banking facilities in India.
- b. The Bank shall make disbursement of the Facility as per the instructions of the Allottee / Borrower directly to the Developer in terms hereof.
- 6. The Bank hereby confirms to the Developer that it shall not, in normal course, delay disbursal of any due disbursal amount.
- The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Developer and the Allottee/Borrower(s) or to make payments to the Developer, as requested. Bank shall not be held responsible for any delay omission in disbursement on account of breach/default attributable to the Allottee/Borrower(s).

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Odhina Bhar



No.

## Indian-Non Judicial Stamp Haryana Government



Date: 16/01/2023

picate No. G0P2023A3928

S. S.



Stamp Duty Paid: Penalty: ₹ 101 ~

PS Zero Orey

Seller / First Party Detail

Olive Realcon Pvt Itd

offpor: Sb/c/51/08 Sector/Ward: 67

Willage:

Gungram

District:

Gurugram

LandMark: M3m urbana

State: Haryana

92.....97 Others: Manglam multiplex pvt ltd

Buyer / Second Party Detail

MFloor:

w

Sector/Ward:

0

LandMark:

Oak drive dlf chhatarpur farms

State:

Delhi

Amit Bhardway

Wilage:

New delhi

92 ---- 97

Others: District:

Ashima bhardwaj

New delhi

200 **BUILDER BUYER AGREEMENT** 

12436

80011202

The authenticity of this document can be verified SIREE/NEW Total GROSALE phone or on the website https://egrashy.nic.in

1. Nature of document

Village/Block

3. Tehsil

4. District 3A Sub-Tehsil

Carpet Area

Sale Consideration

**Booking Amount** 

Stamp Duty

Stamp Certificate No. /Date

Stamp GRN

11. Registration fee

12. Registration Fee GRN

Commercial or residential

Apartment No.

Apartment Type

16, Property Address

Agreement for Sale

Village Maidawas, Sector-65

Gurugram (Gurgaon)

Badshapur

Gurugram (Gurgaon) 352.75 Sq. Mtr. (3797.00 Sq. Ft.)

12,94,64,453.00/-

25,00,000.00/-

\$ 181 1-\$PR028A3928/ 18330800 16.01.2023

1846 JESS 1-

Residential

Apartment No. 37A, Floor 37, Tower No. 1 in Project 'Trump Towers Delhi NCR', Village

Maidawas, Sector 65, Tehsil & District Gurugram

(Gurgaon), Haryana.

anglam

Olive Real Shrugram Pri

ashim a Bhardua

Applicant(s) Signature

- The said Developer is constructing/developing a multi-storied building/project "Trump Tower Delhi-NCR" at Sector 65 Gurgram on the parking spaces and other saleable spaces. of multi storied building comprising of various flats/apartments, units, car land of the said Premises as per the sanctioned building plan which consists
- described in the Schedule -A hereunder. at 37th floor, (hereinafter referred to as the "Flat") more particularly Developer has provisionally allotted the flat/ unit/apartment being no. 37A Only) in part payment of the consideration amount to the Developer and (Rupees Two Crore Sixteen Lakh Sixty Three Thousand Twenty Seven Allottee/Borrower/s have already paid a sum of Rs. 21,663,027.00/-
- Subject to the terms and conditions contained herein, the Bank along with its affiliates undertakes to provide the home loan/Facility under this Agreement on a non-exclusive basis.

# REPRESENTATION AND WARRANTIES

# Developer represents and warrants that:

- The Developer is seized and possessed of and otherwise well entitled to develop the Premises.
- 5 The Developer is empowered/authorized/entitled under the and other subsequent payment(s) and also final payment and multi-stories building, book flats, accept the advance payment(s) and Developer to develop the land and construct the development agreement executed between the owner of the land execute the conveyance deed under their signature on behalf of the original owner.
- ယ The said plan has been lawfully and validly sanctioned by the competent authority.
- 4 The Developer have full power and authority to sell and transfer the said Flat unto and in favor of the Borrower.
- S per the agreed terms. Flat to the Allottee / Borrower(s) in accordance with the terms of Buyer's Agreement after receipt of the balance payment as construction and handover the possession of the said allotted Developer undertakes and warrants to complete the

Allottee / Borrower represents and warrants that:

actima Bhardina

the unit/apartment from the Developer and have executed the same on unit/apartment to the Borrower and the Borrower has agreed to purchase 16-Jan-2023.

- ? "Dues" means and includes the outstanding principal amount of the Borrower(s) to the Bank in accordance with this Agreement and the expenses, and all other sums whatsoever payable by the Allottee / Facility, interest on the Facility, all other interest, all fees, costs, charges, transaction documents.
- security interest or any lien of any description whatsoever; "Encumbrance" includes a mortgage, charge, lien, pledge, hypothecation,
- â may be outstanding from time to time. The expression "Facility" shall mean any or each of such Facility. "Facility" means the financial assistance/s / facilities provided / agreed to facilities, in this Agreement / Application Form(s), or so much thereof as amount/s as have been set out against each of the financial assistance/s / Scheme (as detailed in Schedule \_\_), not exceeding in the aggregate the be provided to the Borrower/s by the Bank, in accordance with the PEMI
- = "General Conditions" means the GENERAL CONDITIONS GC-P-08 APPLICABLE TO FACILITIES PROVIDED BY ICICI BANK LIMITED. Conditions shall be deemed to form part of the Facility Agreement and shall be read as if they are specifically incorporated herein. also in the General Conditions, which is annexed hereto. The General the Borrower/s complying with the terms and conditions set out herein and The Facility hereby agreed to be provided by ICICI Bank shall be subject to
- shall include the trustee or the trustees for the time being. successors and assigns and in case of an individual shall include his legal partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or "Person(s)" representatives, administrators, executors and heirs and in case of a trust having separate international organisation, agency or authority (in each case, whether or not any agency, department, authority or political subdivision thereof. includes an individual, body legal personality) and shall include their respective corporate, corporation
- ÷. All capitalised terms used but not defined in the Facility Agreement shall Conditions. the respective means meanings assigned to them under the General Reserve Bank India.

Payment Plan - Schedule of Payments (SUBVENTION PLAN - OCT'22)

Annexure B

7:25

146,500,002		TOTAL	
23,249,843	15% of Total Consideration + + <u>JEMS</u>	On Offer of Possession	ī
7,250,009	5% of Total Consideration	On Completion of External Facade	13
3,625,005	2.5% of Total Consideration	On Completion of 28th Floor Slab, block work on 25th floor	5
3,625,005	2.5% of Total Consideration	On Completion of 25th Floor Slab, block work on 21st floor	=
7,250,009	5% of Total Consideration	On Completion of 21st Floor Slab, block work on 18th floor	10
7.250,009	5% of Total Consideration	On Completion of 18th Floor Slab, block work on 15th floor	5
10,875,014	7.5% of Total Consideration	On Completion of 12th Floor Roof Slab	œ
10.875.014	7.5% of Total Consideration	On Completion of 8th Floor Roof Slab	7
7,250,009	5% of Total Consideration	On Completion of 5th Floor Roof Slab	6
7.250,009	5% of Total Consideration	On Completion of 3rd Floor Roof Slab	٠.
36,250,047	25% of Total Consideration	On Completion of 1st Floor Slab	4
8,700,011	6% of Total Consideration	Within 60 days from the date of Booking	
10,550,017	9% Of Total consideration Less Booking Amount	Within 30 days from the date of Booking	13
2,500,000	25 Lakhs	At the time of Booking	-
Amount (INR)	Description	Milestones	S.No

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& Gurgram (details more particularly contained in the Buyer's Agreement entered pat/unit no. 37A on the 37th floor tower measuring more or less the total super area of 6050 sq. ft / 562.06 sq. mtr. in the project Trump Tower Delhi-NCR, Sector 45,000,187.00/- (Rupees Fourteen Crore Fifty Lakh One Hundred Eighty ato between the Borrower and Developer) for a total consideration of Rs. the Allottee / Borrower is desirous to purchase and the Developer allotted the said

banking facilities in India. The Bank is duly licensed by RBI and is engaged in the business of providing

sare more particularly specified herein below. WHEREAS the Bank is ready and willing to offer the said home loan/Facility to the Allottee / Borrower/s, in accordance with the CLP PEMI Developer Scheme letailed in Schedule C herein, for a consideration and on the terms and conditions

ufficiency of which are hereby acknowledged, parties hereby covenant and agree at forth herein, and other good and valuable consideration, the receipt and NOW THEREFORE in consideration of the foregoing and of the mutual promises

- manings assigned herein below:-DEFINITIONS: In this Agreement the following shall have the respective
- P particulars, relevant Facility, all its annexures and addenda and all other information, submitted by the Borrower/s to Lender, for applying for and availing of the particular preliminary application form, the credit facility application form "Application Form(s)" means, as the context may permit or require, the Borrower/s or any other persons from time to time in connection with the clarifications and declarations, if any, furnished by the
- 9 which is the percentage rate per annum decided by the Bank from time to "Adjustable Interest Rate" means the ICICI Bank Base Rate (I-Base)" time and announced / notified by the Bank from time to time as its Base
- . specified in the Application Form(s), or such other office as may be "Business Day" means a day on which the relevant office of the Lender, as notified by the Lender to the Borrower/s, is open for normal business transactions.
- "Buyer's Agreement" shall mean an agreement entered between the Developer and the Borrower wherein Developer has agreed to sell the