



APPLICATION FORM

**INDEPENDENT FLOORS
AT M-BLOCK, MAYFIELD GARDEN, GURUGRAM**

Application for allotment of an Independent Residential Floor located at M Block Mayfield Garden, Sector- 51, Gurugram (Haryana).

HARERA Registration No.

RC/REP / HARERA/ GGM/597/329/2022/72

M/s. Orchid Infrastructure Developers Pvt. Ltd.

Registered Office:

N-2, South Extension, Part-1,

New Delhi-110049.

Dear Sir/Madam,

1. The Applicant(s) understands that the **Promoter** is the absolute and lawful owner of plot bearing no. _____ measuring _____sq. meters (_____ sq. yds.) (hereinafter referred to as the **Said Land**) in Mayfield Garden, M Block, a residential plotted colony in Sector 51, District Gurugram, Haryana. The **Promoter is the lawful owner of the Said land through Decree of Court dated 12.04.2022** for the **Said Land** (wherever applicable). The **Promoter** is constructing on the Said Land a project comprising of four independent floors, along with basement (where ever applicable), stilt parking and common areas and facilities as given in **Annexure-I** and the same shall be known as '**Orchid IVY**' ("**Project**"). The floor plans of the Project are attached as **Annexure-IV**.
2. The **Applicant(s)** fully acknowledges that the **Promoter** has provided all the information and clarifications as required by the **Applicant(s)** and the **Applicant(s)** is fully satisfied with the same. The **Applicant(s)** has fully acquainted himself with all the particulars of the Project as has been provided by **Promoter** on the official website of the Authority established as per the provisions of the **Act** and **Rules** and is subject to mutually agreed variations thereto. The **Applicant** has also satisfied himself/herself in respect of the sanctions and building plan approvals based on which the **Project** is being constructed. Thereafter, the **Applicant(s)** has applied for allotment of an independent floor in the **Project** and has requested the **Promoter** to allot the **Said Independent Floor** (detailed in clause 2 of the terms and conditions given below) for residential use.
3. The **Applicant(s)** states and confirms that the **Promoter** has made the **Applicant(s)** aware of the availability of the **Agreement for Sale ("Agreement")** on the official website _____ and at the registered office of the Promoter. The **Applicant(s)** confirms that he/she has read and perused the **Agreement** containing the detailed terms and conditions and the **Applicant(s)** is agreeable to perform his/her obligations as per the conditions stipulated in the **Agreement**.
4. The **Applicant(s)** hereby confirms that he is signing this **Application** with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State of Haryana in relation to the **Project**. No oral or written representations or statements shall be considered to be a part of this **Application** and that this **Application** is self-contained and complete in itself in all respects.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

5. The **Applicant(s)** has clearly understood that by submitting this **Application**, the **Applicant** does not become entitled to the final allotment of the **Said Independent Floor** in the **Project** notwithstanding the fact that the **Promoter** may have issued a receipt in acknowledgement of the money tendered with this **Application** by the **Applicant**.
6. Through this **Application**, the **Applicant(s)** requests the **Promoter** that the **Applicant(s)** may be allotted the **Said Independent Floor** along with parking spaces in the **Project** as per the **Promoter's**.

Down Payment Plan

Instalment Payment Plan

7. The **Applicant(s)** encloses herewith a sum of Rs. _____/- (Rupees _____ only) (Booking Amount) by Bank Draft/Cheque No. _____ dated _____ drawn in favour of the **Promoter** payable at _____ towards the **Total Price**, of the **Said Independent Floor** along with parking spaces.
8. The **Applicant(s)** agrees that if the **Promoter** allots the **Said Independent Floor** along with parking spaces, then the **Applicant(s)** agrees to pay the **Total Price** (hereinafter defined) of the **Said Independent Floor** as per the Payment Plan annexed hereto as **Annexure III**.
9. That the **Applicant(s)** understand that by just forwarding the **Agreement** to the **Applicant** by the **Promoter**, does not create a binding obligation on the part of the **Promoter** or the **Applicant** until, firstly, the **Applicant** signs and delivers the **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 **Applicant**. Secondly, the **Applicant** and the **Promoter** have an obligation to execute the **Agreement** and also register the **said Agreement** as per the provision of the relevant Act. If the **Applicant(s)** fails to execute and deliver to the **Promoter** the **Agreement** within 30 (thirty) days from the date of its receipt by the **Applicant** and further execute the **Said Agreement** and register the **Said Agreement**, as per intimation by the **Promoter**, then the **Promoter** shall serve a notice to the **Applicant** for rectifying the default, which if not rectified within sixty (60) days from the date of its receipt by the **Applicant**, the **application/allotment** of the **Applicant** shall be treated as cancelled and all sums deposited by the **Applicant** in connection therewith including the booking amount shall be returned to the **Applicant** without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the **Applicant** to get the **Agreement** executed, the **Applicant** does not come forward or is incapable of executing the same, then in such a case the **Promoter** has an option to forfeit the full **booking amount**.
10. Notwithstanding anything contained in this **Application**, the **Applicant(s)** understands that this **Application** will be considered as valid and proper only on realization of the amount tendered with this **Application**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

11. The **Applicant(s)** and The Promoter are governed under the Real Estate (Regulation and Development) Act, 2016 (16of 2016), hereinafter referred to as 'Act'.

12. The **Applicant(s)** agrees to abide by the terms and conditions annexed hereto in this **Application**, including those relating to payment of **Total Price** as per the payment of Total Price as per the payment plan, any increase in government taxes/dues, and forfeiture of **Booking Amount** as laid down herein and/or in the **Agreement**.

1. SOLE OR FIRST APPLICANT(S)

Title Mr. Ms. Mrs.

Name _____

Son/Daughter/Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

Income Tax Permanent Account No. _____

Ward/Circle/Special Range/ Place, where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Mobile No. _____ Email ID: _____

2. JOINT/SECOND APPLICANT(S)

Title Mr. Ms. Mrs.

Name _____

Son/Daughter/Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Income Tax Permanent Account No. _____

Ward/Circle/Special Range/ Place, where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Mobile No. _____ Email ID: _____

3. THIRD APPLICANT(S)

Title Mr. Ms. Mrs.

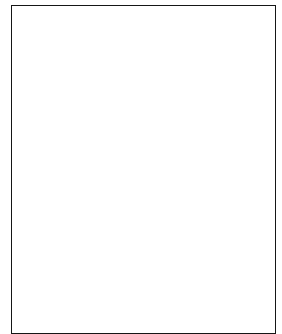
Name _____

Son/Daughter/Wife of _____

Nationality _____ Age _____ years _____

Profession _____ Aadhar No. _____

Residential Status: Resident/ Non-Resident/ Foreign National of Indian Origin _____



Income Tax Permanent Account No. _____

Ward/Circle/Special Range/ Place, where assessed to income tax _____

Mailing Address _____

Tel No. _____ Fax No. _____

Office Name & Address _____

Mobile No. _____ Email ID: _____

OR

M/s. _____ CIN No. _____

Reg. Office/Corporate Office _____

Authorized Signatory _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Board Resolution dated/Power of Attorney_____

PAN No./ TIN No._____

Tel No. _____ Mobile No. _____ Email ID: _____

Fax No. _____(attached certified true copy of the Board Resolution/
Power of Attorney).

4. DECLARATION

The **Applicant(s)** hereby declares that that the above particulars / information given by the **Applicant(s)** are true and correct and nothing has been concealed therefrom.

Yours faithfully,

Date:

Signature of Applicant

X_____
Sole/First Applicant

X_____
Second Applicant

X_____
Third Applicant

-----**FOR OFFICE USE ONLY**-----

RECEIVING/OFFICER

Sourcing: Name _____ Signatory _____

Closing Name _____ Signatory _____

Date: _____

1. **ACCEPTED** **REJECTED**

2. **Independent Floor No.** _____ **Plot No.** _____ **Floor** _____ **Unit Type** _____

Carpet Area in _____ Floor: _____ sqm. (_____ sq. ft.)

Carpet Area in Basement: _____ sqm. (_____ sq. ft.)

Total Carpet Area: _____ sqm. (_____ sq. ft.)

Basement Area: _____

Balcony Area: _____

NOTE:- The **Promoter** has taken the conversion factor of 10.764 sq.ft. per sqm. for the purpose of this **Application** (1 feet = 304.8 mm)

Total Price payable for the **Said Independent Floor** along with parking Rs. _____/- (Rupees _____ Only)

3. **PAYMENT PLAN:** Down Payment Instalment Payment Plan

4. Payment received vide Cheque/DD/Pay Order No. _____ dated _____ for Rs. _____ Out of NRE/NRO/FC/SB/CUR/CA Acct _____

5. Booking Receipt No. _____ Dated _____

6. **BOOKING DIRECT/Real Estate Agent**

Name _____

Address _____

Registration no. _____

Stamp with Signature _____

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

7. Check-list for Receiving Officer:

- a) **Booking amount.**
- b) **Applicant's** signature on all pages of the **Application form** at places marked as "X".
- c) PAN No. & copy of PAN Card/Form60/Form 49A.
- d) Aadhar No. & Copy of Aadhar Card.
- e) For Companies: Certified copies of Memorandum & Articles of Association and board resolution in support of the authorized signatory under common seal of the company.
- f) For Foreign Nationals of Indian Origin: Foreign Inward Remittance from the account of the Applicant(s) / NRE/ FCNR A/c of the Applicant(s) / IPI-7/ Passport Photocopy.
- g) For NRI: Copy of Passport/Foreign Inward Remittance from the account of the **Applicant(s)** /NRE/NROA/of the **Applicant(s)**.
- h) For Partnership Firm: Partnership Deed and authorization to purchase.

Date _____

Place _____

Cleared by stock on _____

Authorised Signatory

For Orchid Infrastructure Developer Pvt. Ltd.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

TERMS AND CONDITIONS FORMING PART OF THIS APPLICATION FOR ALLOTMENT OF AN INDEPENDENT RESIDENTIAL FLOOR ON PLOT NUMBER _____ IN MAYFIELD GARDEN M BLOCK, GURUGRAM (HARYANA).

The terms and conditions given below are more comprehensively set out in the **Agreement** which upon execution shall supersede this **Application**. The **Applicant(s)** shall sign all the pages of this Application as token of his/her acceptance of these terms and conditions.

DEFINITIONS:

For the purpose of this **Application**, unless the context otherwise requires

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **“Government”** means the Government of the State of Haryana;
- c) **“Rules”** means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana and as amended from time to time;
- d) **“Section”** means a section of the Act.

1. The **Applicant(s)** has applied for allotment of the **Said Independent Floor** for residential usage along with parking and is fully aware of the rights and obligations of the **Promoter** in relation to and in connection with the development of the **Said Independent Floor** and has also satisfied himself about the arrangement / title / interest / rights of the **Promoter** in the **Said Land** and has understood all responsibilities and / or obligations of the **Promoter** in respect thereof. The **Applicant(s)** confirms that the **Promoter** has provided an opportunity and that the **Applicant(s)** has examined and conducted due diligence of all the documents relating to the **Said Land**. The **Promoter** has answered the **Applicant(s)** queries and on being satisfied, the **Applicant(s)** confirms that no further investigation in this regard is required by the Applicant(s).

2. The **Total Price** for the **Said Independent Floor** along with parking, based on the **Carpet Area** is Rs. _____/- (Rupees _____ only) (**“Total Price”**):

Plot No. _____ Block _____ Independent Floor No. _____ Type _____ Parking Nos. _____ In Basement In Store No. _____ Staff Room No. _____ (Parking) No. _____	
Unit Price (in rupees)	
Applicable taxes and cesses payable by the Applicant(s). (This includes GST payable at rates as specified from time to time, which at present is 5%):	
Total Price (in rupees)	

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

Explanation:

- (i) The **Total Price** as mentioned above includes the **Booking Amount** paid by the **Applicant(s)** to the **Promoter** towards the **Said Independent Floor** for residential usage along with parking.
- (ii) The **Total Price** 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 **Promoter** up to the date of handing over the possession of the **Said Independent Floor** along with parking to the **Applicant(s)** after obtaining the necessary approvals from competent authority for the purposes of such possession.

Provided that, in case there is any change / modification in the taxes / charges/ fees / levies etc., the subsequent amount payable by the **Applicant(s)** to the **Promoter** 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 said **Project** by the Authority, as per the **Act**, the same shall not be charged from the **Applicant(s)**.

- (iii) The **Promoter** shall periodically intimate in writing to the **Applicant(s)**, the amount payable as stated in (i) above and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein. In addition, the **Promoter** shall provide to the **Applicant(s)** the details of the taxes/ charges/ fees/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ charges/ fees/ levies etc. have been imposed or become effective;
- (iv) The **Total Price** of **Said Independent Floor** along with parking includes recovery of price of land, development and construction of not only the **Said Independent Floor** but also the Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes, fees, levies etc., cost of providing electric wiring, electrical connectivity to the independent floor, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors and windows, maintenance charges etc. an includes cost of other facilities, amenities and specifications to be provided within **Said Independent Floor** along with parking in the **Project**. The proposed specifications for the **Said Independent Floor** are given in detail in **Annexure-II**.
- (v) That in order to secure due performance of the terms and conditions of Maintenance Agreement/timely payment of maintenance bills and other charges demanded by the Maintenance Agency, after taking over the possession, the **Applicant(s)** agrees to pay common area maintenance charges as demanded by the Maintenance Agency as authorised by the Promoter. In case of failure of the **Applicant(s)** to pay the maintenance bills, other charges on or before the due date, the **Applicant(s)** in addition to permitting the **Promoter** / nominated Maintenance Agency to deny him/her/them the Maintenance services also authorize the Promoter to deny user of common areas and amenities to the Applicant and to adjust unpaid amount against maintenance bills out of the security deposit.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

The Promoter shall handover the corpus so collected, after settlement of accounts/adjustment of outstanding amounts from the security deposit to the society as and when the same is formed.

3. Time is of essence and the **Applicant(s)** shall make the payment as per the **Payment Plan** set out in **Annexure-III (“Payment Plan”)**. The **Promoter** shall periodically intimate in writing to the Applicant(s), the amount payable as stated in the **Payment Plan** and the **Applicant(s)** shall make payment demanded by the **Promoter** within the time and in the manner specified therein.
4. The **Total Price** is escalation-free, save and except increases which the **Applicant(s)** 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. The **Promoter** undertakes and agrees that while raising a demand on the **Applicant(s)** for increase in development charges / cost / charges / fees / levies, etc., imposed by the competent authorities, the **Promoter** shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the **Applicant(s)**, 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 schedule 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 **Applicant(s)**.
5. Subject to Clause 19, the Promoter agrees and acknowledges, the **Applicant(s)** shall have the right to the **Said Independent Floor** for residential usage along with parking as mentioned below:
 - a) The **Applicant(s)** shall have exclusive ownership of the **Said Independent Floor** for residential usage along with exclusive right to use parking.
 - b) The Applicant(s) shall also have rights in the common areas, as provided under Rule 2(1)(f) of Rules, 2017. The applicant(s) shall use the common areas along with other occupants etc. without causing any inconvenience or hindrance to them. It is clarified that the **Promoter** shall hand over the common areas to the association of allottees/competent authorities after duly obtaining the occupation certificate from the competent authority, as provided under Rule 2(1)(f) of Rules, 2017;
 - c) The **Applicant(s)** has the right to visit the project site to assess the extent of development of the **Project** and his **Said Independent Floor** for residential usage.
6. **Schedule for possession of the Said Independent Floor**

The **Promoter** agrees and understands that timely delivery of possession of the **Said Independent Floor** along with parking to the **Applicant(s)** and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the **Agreement**.
7. The **Promoter** assures to hand over possession of the **Said Independent Floor** along with parking as per agreed terms and conditions by delay due to “force majeure”, Court orders, Government policy/guidelines, decisions effecting the regular development of the **Project**. If, the completion of the **Project** is delayed due to the above conditions, then the **Applicant(s)** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the **Said Independent Floor**. The

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

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

8. **Procedure for taking possession of Said Independent Floor**

The **Promoter**, upon obtaining the occupation certificate or part thereof of the Building, shall offer in writing the possession of **Said Independent Floor** for residential usage within three months, from the date of above approval, to the **Applicant(s)** as per terms of the **Agreement**.

The **Promoter** agrees and undertakes to indemnify the **Applicant(s)** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Promoter** shall provide a copy (on demand) of the occupation certificate in respect of the Project at the time of conveyance of the same. The **Applicant(s)**, after taking possession, agrees and undertakes to pay the maintenance charges, holding charges and IFMS (as mentioned in **Annexure-III**) as determined by the Promoter/association of allottees/competent authority, as the case may be.

9. **Failure of Applicant(s) to take Possession of Said Independent Floor**

Upon receiving a written intimation from the Promoter as per clause 8, the **Applicant** shall take possession of the **Said Independent Floor** for residential usage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the **Said Independent Floor** for residential usage to the **Applicant** as per terms and conditions of the Agreement.

In case the **Applicant(s)** fails to comply with essential documentation, undertaking etc. or fails to take possession within the time provided in clause 8, such **Applicant(s)** shall continue to be liable to pay maintenance charges, holding charges and IFMS as specified in clause 8.

10. **Possession by the Applicant(s)**

After obtaining the completion certificate, the occupation certificate or part thereof, the physical possession of the **Said Independent Floor** along with parking will be handed over to the **Applicant(s)** **within the period of 33(Thirty Three) months from the date of signing of this Agreement and thereafter a grace period of 6(Six) months shall be available for the Promoter for completing the construction work, if the work is not completed due to any reasons beyond the control of the Promoter or due to any force majeure.** The **Promoter** will also hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

11. **Cancellation by Applicant(s)**

The **Applicant(s)** shall have the right to cancel/withdraw his allotment in the **Project** as provided in the **Act**:

Provided that where the **Applicant(s)** proposes to cancel/withdraw from the **Project** without any fault of the Promoter, the **Promoter** herein is entitled to forfeit the **Booking Amount** paid for the allotment and interest component on delayed payment (payable by the customer for breach of **Agreement** and non-payment of any due payable to the Promoter. The rate of interest payable by the **Applicant(s)** to the **Promoter** 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(s)** shall be returned by the Promoter to the **Applicant(s)** within 90 (ninety) days of such cancellation.

12. **Refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed or payment of compensation:**

The Promoter shall compensate the **Applicant(s)** in case of any loss caused to him due to defective title of the **Said Land**, on which the **Project** is being developed or has been developed, in the manner as provided under the **Act** and the claim for 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 order, Government policy/ guidelines, decisions, if the **Promoter** fails to complete or is unable to give possession of the **Said Independent Floor** for residential usage along with parking.

- i) in accordance with the terms of the **Agreement**, duly completed by the date specified in clause 7; 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; the **Promoter** shall be liable, on demand to the **Applicant(s)**, in case the **Applicant(s)** 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 **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the **Applicant(s)** does not intend to withdraw from the **Project**, the **Promoter** shall pay the **Applicant(s)** interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Said Independent Floor for residential usage, which shall be paid by the **Promoter** to the **Applicant(s)** within ninety (90) days of it becoming due.

In case obligation is not complied with by the **Promoter**:

- i) The authority shall order to return the total amount received by the **Promoter** in respect of the **Said Independent Floor** for residential usage, with interest at the rate prescribed in the Rules in case the **Applicant(s)** wishes to withdraw from the **Project**.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

- ii) In case **Applicant(s)** claims compensation in this regard he may make an application for adjudging compensation to the adjudicating officer who shall order quantum of compensation having due regards to the factors in section 72.
- iii) In case **Applicant(s)** does not intend to withdraw from the **Project** the authority shall order the Promoter to pay the **Applicant(s)** interest at such rate as may be prescribed in the Rules for every month of delay till the offer of the possession of the **Said Independent Floor** for residential usage.
- iv) Timelines for refund of money and interest at such rate as may be prescribed, payment of interest at such rate as may be prescribed in Rule 16.

13. The **Promoter** shall be responsible to provide and maintain essential services in the Project till the talking over of the maintenance of the **Project** by the association of allottees or competent/ part thereof of the **Project**, as the case may be.

In case, the Applicant(s) association of allottees 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, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

14. The **Applicant(s)**, if resident 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 & Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the **Promoter** with such permission, approvals which would enable the **Promoter** to fulfil its obligations under this **Application**. Any refund, transfer of security, if provided in terms of the **Application** 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 & Regulations of the Reserve Bank of India or any other applicable law. The **Applicant(s)** understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The **Promoter** accepts no responsibility in regard to matters specified in clause 14 above. The **Applicant(s)** shall keep the **Promoter** fully indemnified and harmless in this regard.

Whenever there is any change in the residential status of the Applicant subsequent to the submitting this **Application** Form, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the **Promoter** immediately and comply with necessary formalities, as specified and under the applicable laws. The **Promoter** shall not be responsible towards any third party making payment/ remittances on behalf of any **Applicant(s)** and such third party shall not have any right in the application/ allotment of the **Said Independent Floor** for residential usage along with parking applied for herein in any way and the **Promoter** shall be issuing the payment receipts in favour of the **Applicant(s)** only.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

15. The **Applicant(s)** may with the permission from the **Promoter** raise and/ or avail loan from banks and other housing finance companies for purpose of raising finance towards the purchase of the **Said Independent Floor**. Any delay on account of raising and/ or availing loan from banks and other housing finance companies shall not absolve the **Applicant(s)** from making timely payment of the **Total Price** or any part thereof.

It is specifically clarified by the **Promoter** that the **Application/** allotment is not assignable and the **Applicant(s)** has no right whatsoever to assign, transfer, nominate or convey the **Said Independent Floor** in any manner without prior written consent of the **Promoter** which consent may be given or may be denied by the **Promoter** in its sole discretion and shall always be subject to applicable laws and notifications or any directions of the Government in force and shall be subject to the terms, conditions and charges as the **Promoter** may impose from time to time in this regard. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any consequences that may arise from such nominations, if so permitted by the **Promoter**.

In the event of refusal or denial by the Promoter for giving permission to the **Applicant(s)** for assignment, transfer, conveyance or nominations of the Said Independent Floor, the Applicant(s) has assured the **Promoter** and has undertaken not to raise any dispute or claim in any manner at any time.

16. In case of joint **Applicant(s)**, all communication shall be sent to the **Applicant**, whose name appears first and all the addresses given by him, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be- necessary to the other named **Applicant(s)**.
17. The **Applicant(s)** shall inform the **Promoter** in writing of any change in the mailing address mentioned failing which all demands, notices etc. by the **Promoter** shall be mailed to the address given in the Application and shall be deemed to have been received by the **Applicant(s)**.
18. The **Applicant(s)** shall indemnify and keep the **Promoter**, its directors, agents, representatives, employees, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the said covenants or said conditions by the Applicant(s) as mentioned in the **Application** and **Agreement**.
19. The **Applicant(s)** shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the **Applicant(s)** fails to make payment of any instalment due as per the **Payment Plan** annexed hereto as **Annexure-III**, the **Applicant** shall be liable to pay interest to the Promoter on the unpaid amount from the due date of such instalment at the rate prescribed in the Rules;
 - (ii) In case the default by **Applicant(s)** under the condition listed above continues for a period beyond ninety (90) days after notice from the **Promoter** in this regard, the **Promoter** may cancel the allotment of the **Said Independent Floor** for residential usage along with parking in favour of the **Applicant** and refund

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

the money paid to him by the **Applicant(s)**, by forfeiting the **Booking Amount** paid for the allotment and interest component on delayed payment (paid / payable by the Applicant for breach of **Agreement** and non-payment of any due payable to the **Promoter**). The rate of interest payable by the Applicant(s) to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus two percent (2%). The balance amount of money paid by the Applicant(s) shall be returned by the Promoter to the **Applicant(s)** within ninety (90) days of such cancellation. On such default, the **Agreement** and any liability of the **Promoter** arising out of the same shall thereupon, stand terminated. Provided that the **Promoter** shall intimate the **Applicant** about such termination at least thirty days prior to such termination.

20. The **Applicant(s)** understands that the final allotment of the **Said Independent Floor** is entirely at the discretion of the **Promoter**.
21. The **Applicant(s)** agrees and understands that terms and conditions of this **Application** and those of the **Agreement** may be modified/amended in accordance with any directions/order which may be passed by any Governmental Authority (ies), court of law, tribunal, or Commission in compliance with applicable laws and such amendment shall be binding on the **Applicant(s)** and the **Promoter**.
22. The rights and obligations of the Parties under or arising out of this **Application** Form 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.

The **Applicant(s)** have fully read and understood the terms and conditions as above and abide by the same. The **Applicant(s)** understand that the terms and conditions given above are of indicative nature with a view to acquaint the **Applicant(s)** with the terms and conditions as shall be comprehensively set out in the **Agreement**, which shall supersede the terms and conditions, to the extent of conflict or inconsistency, set out in this **Application**. **Applicant(s)** are fully aware that it is not incumbent upon the **Promoter** to send out notices/reminders in respect of my/our obligations set out in this **Application** and the **Applicant(s)** shall be liable for any default committed in abiding by the terms and conditions.

Signature of Sole/ First Applicant

Signature of Second Applicant (if any)

Signature of Third Applicant (if any)

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

ANNEXURE-I

COMMON AREAS & FACILITIES

List of common areas and facilities for use of the Applicants within the Building on the said Plot.

1. Lift and Lobbies
2. Staircase and mumty
3. Lift machine room
4. Driveway and stilt area except parking area
5. Services at Stilt / ground level
6. Services at basement
7. Common corridor in basement (if any)
8. Servant quarter & store in basement
9. Electrical vehicle charging point.
10. Terrace garden and common walking area

It is specifically made clear by the **Promoter** and agreed by the **Applicant** that this Application is limited and confined in its scope only to the **Independent Floor**, amenities and facilities as described of this schedule in the Footprint of the **Independent Floor**. It is understood and confirmed by the **Applicant** that all other land(s), areas, facilities and amenities outside the periphery / boundary of the specific development of Independent Floors are specifically excluded from the scope of this Application and the **Applicant** agrees that he / she shall have no ownership rights, no rights of usage, no title, no interest in any form or manner whatsoever in such other lands, areas, facilities and amenities as these have been excluded from the scope of this Application for calculating the sale price and therefore, the **Applicant** has not paid any money in respect of such other lands, plots, areas, roads, parks, facilities, and amenities.

X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant

ANNEXURE-II

Proposed Specifications

PART A – INSIDE THE SAID INDEPENDENT FLOOR

STRUCTURE

RCC framed structure with latest prevailing norms/seismic code zone IV

Living/ Dining

Floor	Imported/ Italian marble flooring
Walls	POP punning with acrylic emulsion paint
Ceiling	OBD

Bedrooms

Floor	Imported/Italian marble flooring/laminated wooden flooring/vitrified tiles
Walls	POP punning with acrylic emulsion paint
Ceiling	OBD

Study Room

Floor	Laminated wooden flooring/vitrified tiles
Walls	POP punning with acrylic emulsion paint
Ceiling	OBD

Kitchen

Floor	Anti-skid tiles
Walls	Tiles up-to 2' above counter & acrylic emulsion paint in balance area
Ceiling	OBD
Fittings/Fixtures	C.P fittings, SS Sink, Exhaust fan
Kitchen Cabinetry	Full Modular Kitchen with Hob & Chimney

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Sole/First Applicant

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Second Applicant

X _____
Third Applicant

Balcony

Floor	Anti-skid tiles
Walls	As per exterior finish details
Ceiling	OBD
Railing	MS/toughened glass railing

Toilets

Floor	Anti-skid tiles
Walls	Ceramic tiles up to 7 feet height and Acrylic Emulsion paint
Ceiling	OBD / false ceiling
Counter	Vanity
Fittings/Fixtures	Branded/Premium sanitary fixtures & Fittings
Electrical fixtures	Exhaust fan

Plumbing

CPVC	Piping for cold and hot water inside the toilets, Kitchen & vertical down takes
UPVC	Piping for sewerage line in toilet and vertical down takes

Servant Room

Floor	Ceramic Tiles
Walls/Ceiling	OBD
Toilet	Standard tiles, fittings & fixtures

Sole/First Applicant

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Second Applicant

X _____
Third Applicant

Doors

Internal Doors	Seasoned wooden door frames with laminated/ veneered flush door shutter
Entrance Doors	Polished frame with polished vineer/laminated flush door

External Glazing

Windows/External Glazing	UPVC/aluminium with single glass unit/frosted/clear glass in toilets
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Electrical Fixtures/Fittings

Adequate lights & power points/data/TV points with copper wiring concealed in conduits

All modular switches, sockets and fixtures

Air-Conditioning

Split air-conditioning in all rooms

PART B- COMMON AREAS IN THE BUILDING

Security System

CCTV & biometric access

EV charging point for each unit holder in the stilt parking area

Lift Lobby & Staircase

Lifts	Capacity of 6 persons with 7 stops including basement & Terrace and a powder room
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Floor	Marble/Granite.
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Wall	Acrylic Emulsion /permanent finish. MS/laminated toughened glass railing
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Terrace

Individual terrace with artificial grass/walkaway. Complete with parapet walls.

Provision of a wet point and external electric point on each designated area.

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Sole/First Applicant

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Second Applicant

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Third Applicant

Emergency Backup

Select common areas

Power back-up

DISCLAIMER: Marble/Granite being natural material have inherent characteristics of color and grain variations. S.room shall not be provided with air conditioning. Specifications are indicative and are subject to change as decided by the **Promoter** or Competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipment/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the Promoter. Applicant/ Allottee shall not have any right to raise objection in this regard.

X _____
Sole/First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-III

PAYMENT PLAN

(Tick as may be applicable)

1. Payment Plan:

S.No.	Instalment Description	% Due of Unit Price
1.	Booking Amount	10 lacs
2.	Within 30 days of Booking	10% (less Booking Amount)
3.	Within 90 days of Booking	15%
4.	Upon Completion of Structure	25%
5.	On Finishing	15%
6.	On Application of OC	15%
7.	On Receipt of OC	10%
8.	On Offer of Possession	10%
	Total	100%

OR

2. Down Payment Plan:

S.No.	Instalment Description	% Due of Unit Price
1.	Booking Amount	10 lacs
2.	Within 30 days of Booking	10% (less Booking Amount)
3.	Within 120 days of Booking	80%
4.	On Offer of Possession	10%
	Total	100%

Note:

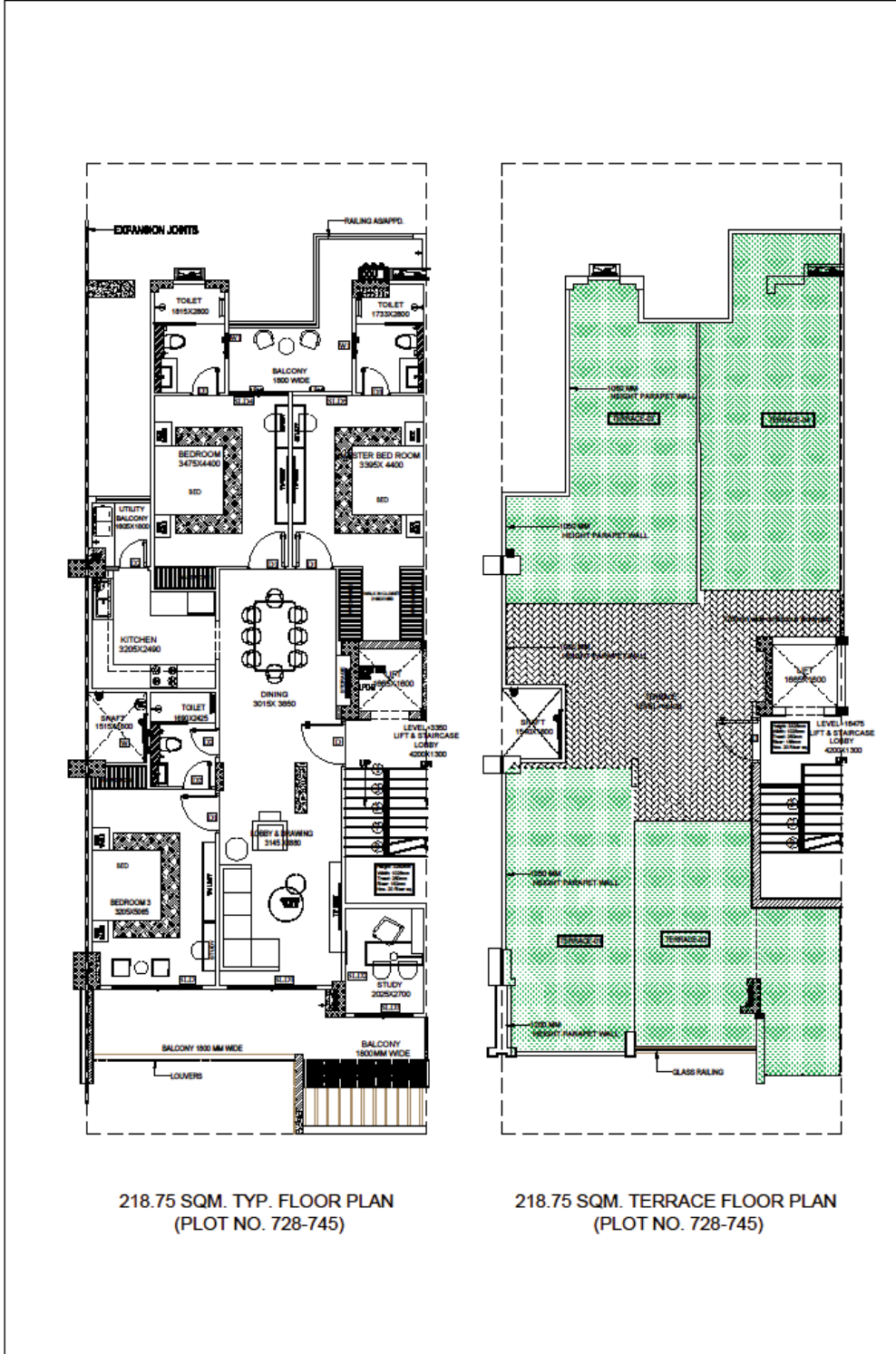
- Stamp duty and registration charges as applicable will be extra
- Down Payment Rebate at 8% shall be applicable on 80% of the payment
- GST as applicable will be extra on each instalment
- Holding Charges at the rate of Rs.10/- per sq. ft. per month (if applicable)
- Interest Free Maintenance Security deposit of Rs. 1.25 lacs to be paid at the time of possession.

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Sole/First Applicant

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Second Applicant

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Third Applicant

ANNEXURE-IV

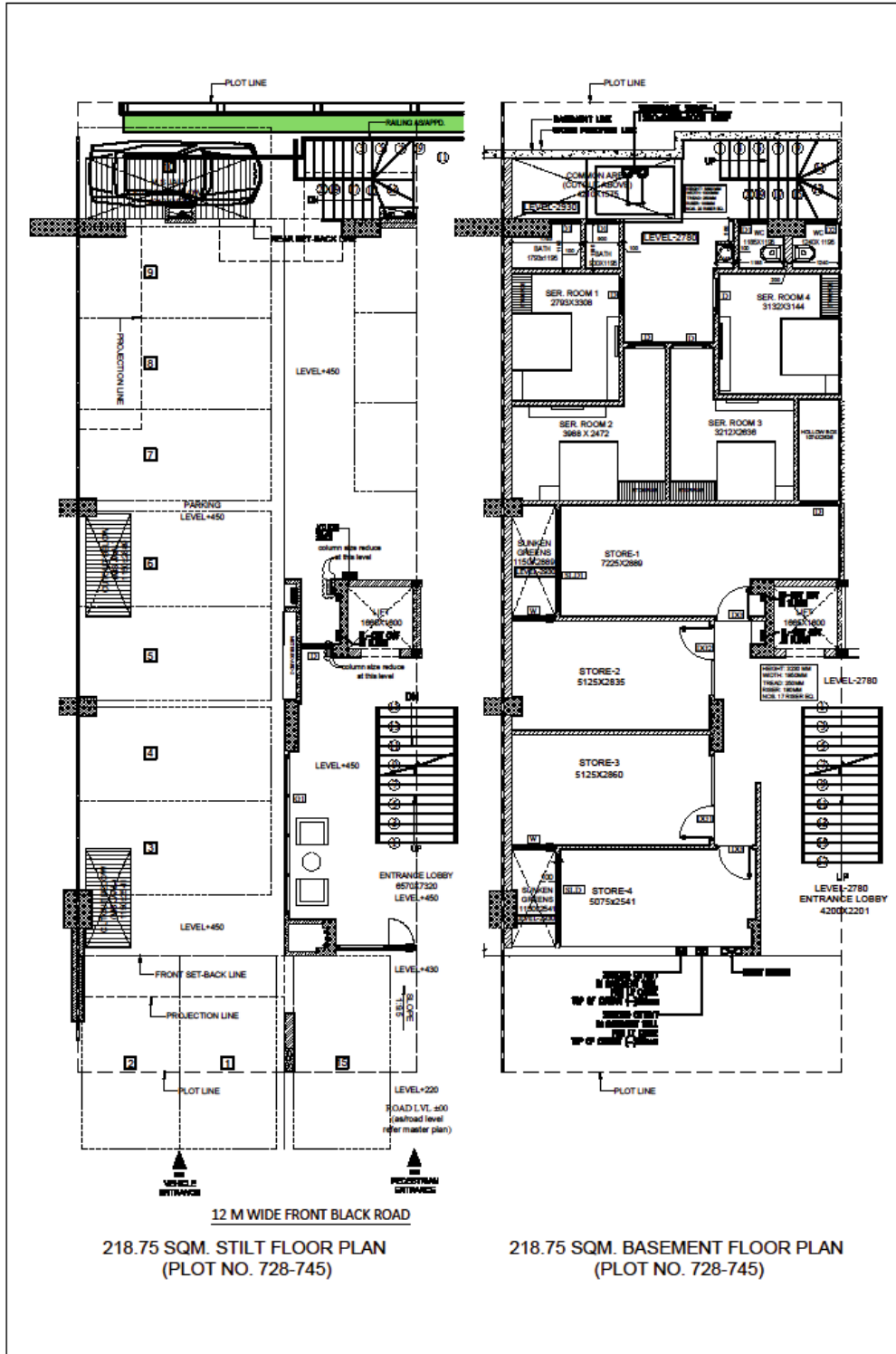


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 Sole/First Applicant

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 Second Applicant

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 Third Applicant

ANNEXURE-IV



X _____
Sole/First Applicant

X _____
Second Applicant

X _____
Third Applicant



ORCHID
INSPIRATION OF LIFE

ORCHID INFRASTRUCTURE DEVELOPERS PVT.LTD.

Level II, Global Arcade, Mehrauli-Gurugram Road, Gurugram-122002.

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