





RERA Registration No. 157 of 2017 dated 28.08.2017 registered with Haryana Real Estate Regulatory Authority

## APPLICATION FORM

To,

M/s ADVANCE INDIA PROJECTS LIMITED, 232-B, Okhla Industrial Estate, Phase –III, New Delhi-110020.

Dear Sir,

I/We (hereinafter referred to as "Applicant") request that I/We be booked for provisional allotment of a unit (hereinafter referred to as "Unit") in a commercial project known as "AIPL JOY STREET" (hereinafter referred to as "Project") to be developed by ADVANCE INDIA PROJECTS LIMITED (hereinafter referred to as "Company") on area admeasuring 3.9562 acres (16,010.1734 sq. mtrs.) falling in Sector 66, Village Medawas & Village Badshahpur, District Gurugram, Haryana (hereinafter referred to as "Project Land"), as per tentative carpet area, unit area, super area and tentative Payment Plan opted by me/us as per the details set out in Annexure-A and Specifications as set out in Annexure-B. This project is being developed under Licence no. 7 of 2008 dated 21.01.2008 {2.8875 acres (11,685.2979 sq mtrs)} and Licence no. 152 of 2008 dated 30.07.2008 {1.0687 acres (4324.8754 sq mtrs)} {Total Licensed Land admeasuring 3.9562 Acres (16,010.1734 sq mtrs)} issued by the Director of Town and Country Planning, Haryana to Landmark Apartments Private Limited. The Company has entered into a Development Agreement with Landmark Apartments Private Limited for setting up of a commercial colony on the Project Land.

I/we has/have fully satisfied myself/ourselves about the right, title and interest of the Company in the Project as well as the right to develop, sell and market the units in the Project and have understood all limitations, restrictions and obligations in respect thereof.

I/We agree to sign and execute, as and when required by the Company, the Unit Buyer's Agreement/Agreement to Sell containing the detailed terms and conditions of allotment of the Unit and other related documents as may be required by the Company.

I/we am/are enclosing herewith Cheque/Demand Draft / Banker's C	cheque No / dated in favour of		
"AIPL JOYSTREET-AIPL" payable at "NEW DELHI" for Re	s /- (Rupees		
	Only) drawn		
on	(Bank & Branch) or Bank Advice confirming RTGS UTR No.		
dated	_, as the booking amount for the provisional allotment of the Unit		
(hereinafter referred to as "Booking Amount").			

My/Our particulars are given as under:





# **SOLE /FIRST APPLICANT**

Mr./Ms			
S/W/D of			
Date of Birth:	_Nationality:		DUOTO
Occupation:			РНОТО
Date of Anniversary:			
Residential Status:			
Resident / Non-Resident / Foreign National of I	Indian Origin		
Income Tax Permanent Account No.:			
(Photocopy of PAN Card to be attached)			
Passport / PIO Card No.:			
Mailing Address:			
Pin Code:City:	State:	Country:	
Telephone No.:	Mobile No. :		
E-Mail:			
Permanent Address:			
Pin Code:City:	State:	Country:	
Telephone No.:	Mobile No. :		
E- Mail:			



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# **JOINT / SECOND APPLICANT**

Mr./Ms				
S/W/D of				
Date of Birth:		Nationality:		PH0T0
Occupation:				
Date of Anniversary:				
Residential Status:			l	
Resident/Non-Resid	ent / Foreign National	of Indian Origin		_
Income Tax Permaner	nt Account No.:			
(Photocopy of PAN Ca	ard to be attached)			
Passport / PIO Card N	o.:			
Mailing Address:				
Pin Code:	City:	State:	Country:	
Telephone No.:		Mobile No. :		
E- Mail:				
PermanentAddress:_				
Pin Code:	City:	State:	Country:	
Telephone No.:		Mobile No. :		
E-Mail:				
			_	
				Signature





# **JOINT / THIRD APPLICANT**

Mr./Ms	
S/W/D of	
Date of Birth:Nationality:	PH0T0
Occupation:	111010
Date of Anniversary:	
Residential Status:	
Resident / Non- Resident / Foreign National of Indian Origin	
Income Tax Permanent Account No.:	
(Photocopy of PAN Card to be attached)	
Passport / PIO Card No.:	
Mailing Address:	
Pin Code: City: State: Country:	
Telephone No.:Mobile No.:	
E- Mail:	
Permanent Address:	
Pin Code:	
Telephone No.:Mobile No.:	
E- Mail:	
-	Signatura

Signature





# IN CASE OF APPLICANT OTHER THAN INDIVIDUAL

M/s				
Company / Partner	ship Firm / Proprietorship	Firm/HUF		PHOTO
Date of Incorporati	FIIOTO			
Incorporation / Reg	gistration No.:			
Income Tax Perma	nentAccountNo.:			
(Photocopy of PAN	l Card to be attached)			
Registered Office /	Office / Correspondence A	Address:		
		_State:		
Telephone No.: _		Mobile No. :		
E- Mail:				
Name of the Autho	rised Signatory:			
Designation of the	Authorised Signatory:			
Board Resolution /	Authority Letter dated:			
				Signature
				Signature





I/We have perused the Price List-cum-Payment Plan and agree to pay as per the "Payment Plan" opted by me/us.

I/We clearly understand that the allotment of the Unit by the Company pursuant to this Application shall be purely provisional till a Unit Buyer's Agreement/Agreement to Sell on the format prescribed by the Company is executed by the Company in my/our favour. Further, the allotment of a Unit in the Project shall be subject to the terms and conditions, restrictions and limitations as contained in the license granted by DTCP for development of the said Project Land by the Company and provisions of the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and the applicable law.

I/We have clearly understood that submission of this signed Application Form and payment by me/us of the Booking Amount shall not constitute a right to allotment of the aforesaid Unit and nor shall it create or result in any obligations on the Company towards me/us. This Application does not constitute any right to allotment/ Agreement to Sell. I/we understand that the Company may at any time prior to the execution of the Unit Buyer's Agreement/Agreement to Sell reject my/our Application.

I/We understand that in addition to the Amount Payable as set out in Annexure-A, I/we shall also be liable to pay third party charges including the applicable Registration Amount and Stamp Duty demanded by the Company as well as any revision/enhancement in the External Development Charges, Infrastructure Development Charges, Infrastructure Augmentation Charges, Labour Cess or any other Statutory Charges and taxes (including goods and services tax) as and when applicable.

I/We declare that I/we am/are competent to make and submit the present Application for booking of the aforesaid Unit and there is no legal or contractual impediment or restriction on my/our making this Application or the payment tendered hereunder.

I/We acknowledge and declare that the Company has readily provided me/us with all the information/clarifications as required by me/us and I/we have not relied upon and nor been influenced by statements from any broker, sub-broker, consultant, sales plans, sale brochures, advertisements, representations or any other data except what is stated specifically in this Application Form and I/we have relied solely on my/our own judgment in deciding to make the present Application and pay the Booking Amount for the prospective purchase of the aforesaid Unit.

I/We acknowledge and agree that the Company has informed me of the following key indicative terms and conditions which are merely indicative and conveyed herein for the purpose of acquainting me/us with a broad outline of the essential terms and conditions for the allotment of the Unit. I/we further understand and agree that the detailed terms and conditions contained relating to the Unit shall be contained in the Unit Buyer's Agreement/Agreement to Sell the copy of which has also been provided to me/us.

- (a) Super Area of the Unit is a notional term mentioned herein only for the purpose of computing the total payable consideration for the Unit. The consideration stated in the Payment Plan has been computed on the basis of Super Area of the Unit. Notwithstanding the fact that the consideration is computed on the basis of Super Area, the area to be under the exclusive possession shall be the usable area of the Unit and any reference of the Super Area is only for the purposes of computation of consideration. I/We shall not have any exclusive ownership or title over the Common Areas, except a right to use the same along with other occupants of the Project. Calculation of Super Area of the Unit shall be more clearly defined in the Unit Buyer's Agreement/Agreement to Sell.
- (b) The Company reserves its right to effect suitable changes and alterations in the Layout Plan, building core, lobbies, common areas, service areas, elevations, massing, specifications, features, height, width, finishing (internal and external), materials to be used, electricity load, power etc., of the Project at any time and in any manner for the betterment of the Project.
- (c) The building plans, designs, layouts, specifications of the building(s)/Project and the amenities and the facilities as shown in various booklets/inserts of the Application Form shall be subject to changes/ variations. The Company may affect such variations, revisions, additions, alterations, deletions and/or modifications therein as it may deem appropriate in the best interest of the Project or due to technical reasons or as may be directed by competent authorities or statutory bodies.
- (d) I/We understands and agrees that under no circumstances shall, the payments made under this Application, be construed or deemed to create, in any manner whatsoever, a lien on the Unit in my/our favour. For ultimate conveyance of the Unit in my/our favour, due and faithful performance by me/us of all my/our obligations agreed and undertaken herein is necessary.
- (e) I/We have read and understood the Haryana Apartment Ownership Act, 1983, provisions of the Real Estate (Regulation &

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Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder and other applicable Acts/Rules and the implications thereof in relation to the Project.

- (f) I/We understands and confirms that there shall be no exclusively identifiable title of ownership over any of common space/car parking spaces.
- (g) The Company shall be free to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the Unit or the receivable, if any, accruing or likely to accrue therefrom, subject to the condition that the Unit shall be freed from any such encumbrance at the time of execution of the conveyance/sale deed.
- (h) After allotment of the Unit, I/we may at my/our option raise finance or loan for purchase of the Unit. However, getting the loan sanctioned and disbursed shall be my/our obligation. In the event loan is not being sanctioned/disbursed or the same gets delayed for any reason whatsoever, the payment to the Company as per payment plan shall not be delayed. I/We confirms and agrees that delay in sanction/disbursement or non-sanction of the loan shall not be a ground for delay in payment of the outstanding dues to the Company, and any such delays may result in levy of interest by the Company or cancelation / termination of the Allotment Letter and forfeiture of the entire Earnest Money (10% of the Total Consideration of the Unit) together with interest on delayed payment, brokerage if paid etc.
- (i) Non Resident Indian (NRI) or Person of Indian Origin (PIO) shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India (RBI) Acts & Rules made there under or any other statutory amendments/modifications, made thereof and all other Applicable Laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application. In the event of any failure on my/our part to comply with the applicable guidelines issued by RBI, FEMA or any other law(s), I/We shall be liable for any action under the provisions of the relevant Act. The Company shall not be responsible towards any third party making payments, remittances on my/our behalf and such third party shall not have any right in this Application or allotment of the Unit in any way and the Company shall issue the payment receipts in my/our favour.
- (j) The Company shall subject to force majeure conditions proposes to handover possession of the Unit on or before December 2022 notified by the Promoter to the Authority at the time of registration of the Project under the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder for completion of the Project or as may be further revised/approved by the Authorities.
- (k) I/We agree that the Unit is not for the purpose of self-occupation and use by me/us and is for the purpose of leasing to third parties alongwith combined units as larger area. I/We have given unfettered rights to the Company to lease out the Unit alongwith other combined units as a larger area on the terms and conditions that the Company would deem fit. I/We shall at no point of time object to any such decision of leasing by the Company.
- (I) The Company has made it clear to me/us that Landmark Apartments Private Limited and the Company shall be carrying out extensive developmental/construction activities as it may deem fit in future in the entire area falling outside the Unit, the AIPL JOY STREET and that I/We have confirmed that I/We shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by me/us due to such developmental/construction activities or incidental/related activities.
- (m) I/We acknowledge that the allotment of the Unit shall be subject to the strict compliance of bye-laws, rules etc. that may be framed by the Company for occupation and use by the Unit and such other conditions as per the applicable laws.

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Application Form or its termination including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation & Development) Act, 2016 and the Haryana Real Estate (Regulation & Development) Rules, 2017 and regulations made thereunder.





That the rights and obligations of the Parties under or arising out of this Application shall be construed and enforced in accordance with the laws of India. Subject to the above Arbitration clause, the Courts at Gurugram and the Punjab & Haryana High Court at Chandigarh alone shall, have the exclusive jurisdiction in all matters arising out of/ touching and/or concerning this Application, to the exclusion of all other locations, regardless of the place of execution or subject matter of this Application.

I/We declare that I/we have fully satisfied myself/ourselves about the right, title and interest of the Company in the Project as well as the license granted by DTCP for the Project and the competency of the Company to develop and sell the aforesaid Unit and I/we have understood all the limitations and obligations of the Company with respect to the same.

I/We agree and undertake that I/we shall not withdraw/revoke this Application and in the event I/we withdraw my/our Application or if I/we do not accept the allotment made by the Company on my/our Application or I/we do not execute the Unit Buyer's Agreement/Agreement to Sell within the time stipulated by the Company for this purpose, then Earnest Money or the entire Booking Amount, whichever is lower, shall be forfeited by the Company and I/We shall be left with no right, interest, claim or lien on the Unit or its Booking or otherwise on the Company in any manner whatsoever.

I/We confirm that all correspondence to me/us should be made in the name of the First Applicant at the address of the First Applicant given above and any notices /letters sent by the Company to the above address shall be valid intimation to me/us regarding the contents therein.

In case my/our Application for provisional booking of the Unit is accepted and the Company makes a provisional allotment, then I/we undertake to execute all documents /agreements by whatever name called, as per the Company's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Company in due course.

I/We have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms and conditions, I/we have signed this Application Form and paid the advance booking amount for provisional allotment. I/we further undertake and assure the Company that in the event of rejection of my/our Application for Booking as per decision of the Company, even in the eventuality of forfeiture of my/our Earnest Money (as defined in Schedule-1 hereinafter) in accordance therewith, I/we shall be left with no right, title, interest or lien under this Application/ booking or against any Unit in relation of the said Project or against the Company in any manner whatsoever.

#### **DECLARATION:**

I/We confirm and declare that my/our particulars provided by me/us in the Application Form are true and correct. No part of it is false and nothing has been concealed or withheld by me/us there from. I/We have fully read and understood the above mentioned preliminary terms and conditions and the terms and conditions as reflected in Schedule-1 and Unit Buyer's Agreement/Agreement to Sell and agree to abide by the same and that the said terms and conditions shall ipso-facto be applicable to my/our legal heirs and successors.

### CONSENT/NOC

I am aware that the company is applying for revision/modification in the Building Plans already sanctioned. I am also aware that I am filing this Application on the basis of the revised/modified Building Plans and I hereby give my consent for such revision/modification in the Building Plans without any objection whatsoever.

Thanking you,	
Yours faithfully.	

Place:

Signatures of:	Sole/First Applicant	Second Applicant	Third Applicant
Date:			

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Name of the Channel Partner (If any):
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(Sign and affix rubber stamp)

Telephone / Mobile Number:

#### Notes:

- (1) All payments to be made by the Applicant unless specified otherwise in writing by the Company, shall be vide Cheque/Demand Draft/Banker's Cheque/RTGS payable at par at New Delhi in favour of "AIPL JOYSTREET-AIPL". All payments shall be subject to their actual realisation in the above-mentioned account. The date of credit into the above account shall be deemed to be the date of payment.
- (2) In case the cheque comprising booking amount/registration amount is dishonoured due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant.
- (3) Applications without photographs and without duly filled particulars of the Applicant shall be considered as incomplete and may be rejected by the Company at its sole discretion.
- (4) Separate Application to be filled for each Unit (if applying for more than one Unit).
- (5) Applicant has to sign (with full signatures) on all pages of the Application Form.
- (6) Application has to be filled in CAPITAL letters.
- (7) Documents required at the time of booking, duly Self Attested: (Check List)

## Individual Resident of India

- Copy of PAN Card
- · Photograph of the Applicant
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of Applicant.
- · Any other document/certificate as may be required by the Company.

#### Partnership Firm

- · Copy of PAN Card of the Partnership Firm
- · Copy of Partnership Deed
- Authority letter from other Partners authorising the signatory Partner to act on behalf of the Firm and sign the Application.
- Photograph of the signatory Partner
- · Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/Aadhaar Card of the signatory Partner.

#### Limited Company (Public/ Private)

- Copy of PAN Card of the Company
- Memorandum and Articles of Association duly signed by the Company Secretary/ Director of the Company.
- · Proof of registered office address of the Company.
- Board Resolution, duly certified by all Directors, authorising the signatory of the Application Form to buy property on behalf of the Company.
- · Photograph of the Signatory
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Signatory.

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### **HUF**

- Copy of PAN Card of the HUF
- · Photograph of the Karta.
- Address/Identity Proof: Photocopy of Passport/Electoral Identity Card/ Aadhaar Card of the Karta.

#### NRI/PIO

- Copy of the Applicant's Passport/PIO Card
- Photograph of the Applicant
- Address/Identity Proof of the Applicant
- $\bullet \quad \text{In case of cheque, the payment should be received from own NRE/NRO/FCNR account of the Applicant only.}\\$
- In case of Demand Draft / Banker's Cheque, confirmation from the banker stating that the same has been prepared from the proceeds of NRE/NRO account of the Applicant.





# **ANNEXURE A**

#### **PROVISIONAL DETAILS OF THE UNIT**

1) Type:\_\_

2)	Unit No.:				
3)	Floor:				
4)	Tower/Block:				
5)	Carpet Area :sq. mt. (a	approx)		sq.ft.(appro	x)
6)	Super Area :sq. mt.	(approx)		sq. ft. (app	orox)
7)	Terrace Area (If applicable):	_ sq. mt. (approx)			sq. ft (approx)
PA'	YMENT PLAN: (Please tick Appropriate				
Do	wn Payment Plan { }		Constr	uction Linked Pla	n{ }
The	e Payment Plan opted by the Applicant is referred i	n <b>Annexure-B</b> app	earing hereinafter	in this Application	n.
ΑM	IOUNT PAYABLE				
1.	Basic Sale Price (BSP)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
2.	Preferential Location Charges (PLC)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
3.	Development Charges (DC)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
4.	Interest Free Maintenance Security Deposit	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
5.	Other Charges, if any	: Rs.		: Rs.	
	(a) Water Charges.				
	(b) Gas Charges.				
	(c) Electric Connection Deposit.				
	(d) Electricity & Water Meter Charges.				
	(e) Other utilities, infrastructure and				
	connection charges.				
	(The above amount payable against above				
	charges are non-determinable at this stage				
	and will be informed at the time of Notice of				
	Offer of Possession of Unit)				

**Note**: All other amounts towards third party charges including fresh statutory charges/tax (including service tax) or revised Development Charges or stamp duty and registration charges, if any, or otherwise as indicated in the Application/Agreement shall be payable by the Applicant as and when demanded by the Company for the Unit. Development Charges shall mean the amount payable by the Applicant to the Company towards carrying out the development works inside or around the Project, including but not limited to External Development Charges and Infrastructure Development Charges levied or leviable and any interest paid or payable thereon (by whatever name3 called or in whatever form, now or in future) on the Project

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Land/Tower/Project/Unit by the Governmental Authority and also includes any further increase in such charges; the cost of such other development/construction works as may be undertaken by the Company within or around the Project that are not charged specifically elsewhere; any revision in any of above even if retrospective in effect; and all costs and interest on such amounts till the date of demand to the Applicant at the rate prescribed by Governmental Authority; and cost incurred by the Company on the capital invested in making the payment of any of the Development Charges, such cost shall be determined at the rate of 15% p.a.

Signatures of:	Sole/First Applicant	Second Applicant	Third Applicant
Date:			
Place:			



Application received by \_\_\_\_\_\_



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	Signatures of Receiver				
2.	Documents as per Check List: Complete /Incom	plete.			
	Pending Documents, if any:				
3.	Details of Unit proposed to be allotted:				
a.	Type:				
b.	Unit No.:				
C.	Floor:				
d.	Tower/Block:				
e.	Carpet Area :sq. mt. (a			sq. ft. (appro	x)
f.	SuperArea:sq. mt. (a				
g.	Terrace Area (If applicable):	. ,			
		.3q.1111. (approx)		sq.	ιτ (αρριοχ)
4.	PAYMENT PLAN: (Please tick Appropriate)				
	Down Payment Plan { } Co	onstruction Linked	Plan { }	Flex	i{ }
5.	AMOUNT PAYABLE				
1.	Basic Sale Price (BSP)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
2.	Preferential Location Charges (PLC)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
3.	Development Charges (DC)	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
4.	Interest Free Maintenance Security Deposit	: Rs.	Per Sq. Mtr on Super Area	: Rs	Per Sq. Ft. on Super Area
5.	Other Charges, if any	: Rs.		: Rs.	
	(a) Water Charges.				
	(b) Gas Charges.				
	(c) Electric Connection Deposit.				
	(d) Electricity & Water Meter Charges.				
	(e) Other utilities, infrastructure and				
	connection charges.				
	(The above amount payable against above				
	charges are non-determinable at this stage				
	and will be informed at the time of Notice of				
	Offer of Possession of Unit)				

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# FOR OFFICE USE ONLY

6.	All	ed Charges as per the terms and conditions of the Applic	ation/Agreement as applicable.
7.	Mo	de of Booking:	
	1)	Direct	_(Ref. if any)
	2)	Through Channel Partner:	
8.	Ар	plication: Accepted/ Rejected	
9.	Re	ference No./Customer ID No. in case the Application is a	cepted
			Concerned Team Member/Authorised Signatory
			Sales Head

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# ADVANCE INDIA PROJECTS LIMITED

(CIN: U45209DL1997PLC087292)

## **Corporate office:**

The Masterpiece, Golf Course Road,

Sector-54, Gurugram- 122002, Haryana, India

Tel: +919211168888 Fax: +919211180000

Email: care@advanceindia.co.in

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