

Application Form

Residential Apartments _____, Gurgaon

M/s FANTASY BUILDWELL PVT. LIMITED.

Corporate Office:

11th Floor, Paras Twin Towers, Tower 'B'
Sector-54, Gurgaon, Haryana.

Dear Sir(s),

I/We hereby apply for allotment of a residential unit (hereinafter referred to as "**Said Unit**") in the residential group housing Colony/Complex of **FANTASY BUILDWELL PVT. LIMITED.** (hereinafter referred to as "Company"), known as "**PARAS QUARTIER**" (hereinafter referred to as "Project" / "Said Project") situated at Sector-2, Gwal Pahari, Gurgaon, Haryana.

Upon acceptance of my/our application I/We agree to sign and execute, as and when desired by the Company, the Letter of Allotment, containing detailed terms and conditions of allotment and/or such other corresponding documents as prescribed on Company's standard formats.

I/We also agree to abide by the General Terms & Conditions of booking as enclosed hereto.

I/We remit herewith a sum of Rs..... (Rupees.....) by Bank Draft / Cheque No.....dated.....drawn on.....being the booking amount of the "**Said Unit**".

I/We have perused the "Payment Plan" and agree to pay as per the Payment Plan as described herein.

I/We have clearly understood and agree that this application does not constitute any offer of allotment or any Letter of Allotment and I / We do not become entitled to the provisional and /or final allotment of a unit notwithstanding the fact that the Company may have issued a receipt(s) in acknowledgement of the money tendered by me / us to the Company with this application. It is only after, I / we sign and executes the Letter of Allotment on the Company's standard format and agree to abide by the terms and conditions laid down therein, that the allotment shall become final and binding upon the Company.

I/We agree that the allotment shall become final and binding upon the Company only after the acceptance by the Company of the duly signed Letter of Allotment together with all Annexure and subject to receipt of all amounts due and payable as set forth. In case I/we fail to execute the Letter of Allotment, then my/our application shall be treated as cancelled and all the sums/monies paid/deposited by me/us shall stand forfeited without any notice or reminder/s.

**Signature of
Sole/First Applicant/
Any other Entity**

**Signature of
Second Applicant**

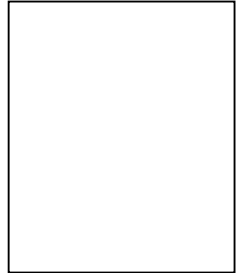
**Signature of
Third Applicant**

PERSONAL DETAILS FORM

A. IN CASE OF INDIVIDUAL SOLE / FIRST APPLICANT

(Compulsory to fill all the details along with a passport size photograph
Crossed signed by the Applicant)

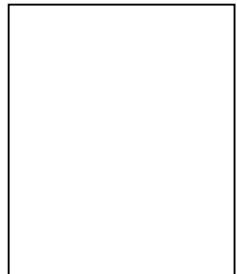
Mr./Ms.....
S/W/D of.....
Correspondence Address:
..... Pin.....
Permanent Address:
..... Pin No.
Phone:..... Mobile:..... Email:.....
Residential Status: Resident /Non-Resident / Foreign National of Indian Origin / Others
Date of Birth.....
Nationality.....
PAN.....



SECOND APPLICANT

(Compulsory to fill all the details along with a passport size photograph)
Crossed signed by the Applicant)

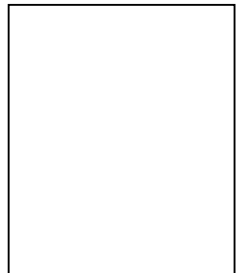
Mr./Ms.....
S/W/D of.....
Correspondence Address:
..... Pin.....
Permanent Address:
..... Pin No.
Phone:..... Mobile:..... Email:.....
Phone:..... Mobile:..... Email:.....
Residential Status : Resident /Non-Resident / Foreign National of Indian Origin /Others
Date of Birth.....
Nationality.....
PAN



THIRD APPLICANT

(Compulsory to fill all the details along with a passport size photograph)
Crossed signed by the Applicant)

Mr./Ms.....
S/W/D of.....
Correspondence Address:
..... Pin.....
Permanent Address:
..... Pin No.
Phone:..... Mobile:..... Email:.....
Phone:..... Mobile:..... Email:.....
Residential Status: Resident /Non-Resident / Foreign National of Indian Origin / Others
Date of Birth.....
Nationality.....
PAN



B. IN CASE OF ANY OTHER ENTITY

Name of the Partnership Firm / Company / HUF M/s.....
Name of Partner / Authorized Signatory / Karta
S/W/D of.....
Correspondence Address:
..... Pin.....
Registered Office/Address.....
Phone:..... Mobile:..... Email:.....
Residential Status: Resident /Non-Resident / Foreign National of Indian Origin / Others
Date of Incorporation PAN

PRICE & PAYMENT PLANS: As per Annexure attached

DETAILS OF THE UNIT REQUIRED AND PROVISIONAL REGISTRATION

Tentative Unit No. _____ Type _____ (_____)
Floor _____ Tower/Building No. _____ Super Area _____ sqft. i.e. _____ Sq.Mtr.(Approx)
Price _____ per sq. ft. _____ per square meter

FOR OFFICE USE ONLY

Application: Accepted/Rejected

Provisional Registration of Apartment / Unit :

Tentative Unit No. _____ Floor _____ Approx Super Area of Apartment/unit (in sq.ft.) _____
(1 Sqmtr. = 10.764 Sqft.) Parking Space (s) No (s). _____

- Basic Price Rs. _____ @ Rs. _____ per Sq. Ft.
- Preferential Location Charge (PLC) Rs. _____ @ Rs. _____ per Sq. Ft.
- External Development Charges (EDC) Rs. _____ @ Rs. _____ per Sq. Ft.
- Infrastructure Development Charges (IDC) Rs. _____ @ Rs. _____ per Sq. Ft.
- Parking Space Charges Rs. _____ @ Rs. _____ per car
- IFMSD Rs. _____ @ Rs. _____ per Sq. Ft.
- External Electrification Charges (EEC) Rs. _____ @ Rs. _____ per Sq. Ft.
- Club Membership charges Rs. _____
- Aggregating to Rs. _____ (Rupees _____ only).
- Payment Plan _____
- Mode of Booking – Direct/Business Development Associate (BDA) – if BDA, details _____
- Special Instructions/ Remarks _____

Signature (Receiving Officer)

(Signature Inventory)

Business Development Associate

PAYMENT PLAN OPTED

CLP **DP**

Note:

- Payment to be made by demand draft(s)/pay order(s)/banker's cheque(s) only drawn in favor of " _____ **A/c** _____ " payable at New Delhi/ Gurgaon.
- Allotment to Non-Residents and Foreign Nationals of Indian Origin shall be subject to the laws of the Republic of India.
- For Non-Residents/Foreign Nationals of Indian Origin with or without OCI status, all remittances, acquisition/transfer of the said unit and compliance with the provisions of the Foreign Exchange Management Act (FEMA) or any other statutory enactments shall be their sole responsibility.

I/We, the Applicant(s), do hereby declare that my/our application for allotment of a unit to the Company is irrevocable and that the above particulars / information given by me / us are true and correct and nothing material has been concealed there from. In case of any false or misleading information provided by the Applicant(s), the Company shall be entitled to forfeit the amount deposited by the Applicant(s).

**Signature of
Sole/First Applicant**

**Signature of
Second Applicant**

**Signature of
Third Applicant**

Date:.....

GENERAL TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT ("SAID UNIT") IN "PARAS QUARTIER" AT SECTOR-2, GWAL PAHARI, GURGAON, HARYANA.

The terms and conditions given below are only indicative to enable the Applicant(s) to acquaint himself/herself/themselves with the terms and conditions as will be comprehensively set out in the Letter of Allotment which shall broadly be on lines appearing here, with such additions, deletions, modifications, alterations as finally drawn on execution of the Letter of Allotment.

1. The Applicant(s) has applied for allotment of a unit with full knowledge of laws, notifications, and rules as applicable to this area in general and this project in particular and there shall be no further investigations by the Applicant(s) in this regard.
2. The Applicant(s) has fully satisfied himself/herself/itself about the rights, interest and title of the Company in the land where the said unit is being constructed and has understood all limitations and obligations in respect thereof, applicant/s hereby agree/s that unit shall be used for the purpose of own use/ resale.
3. The Applicant(s) has/have seen and understood the architectural concept of the plan would be submitted to the Authorities for sanctions and which is subject to change/modifications/ alterations/deletions as the Competent Authority and/or the Architect of the Company may advise and as per the accepted plans. The present designs, specifications and the descriptions to the material to be used are tentative. The Company shall have the right to effect suitable alteration in the layout plan, if and when found necessary. Such alterations may include change in the Area, Location, Layout Plan, number of the unit, and increase/decrease in the super area of unit etc. That the opinion of Company's Architects on such changes shall be final and binding on the Applicant(s). Further, if there is any increase/decrease in the Super Area of the unit, revised price will be payable/adjustable at the original rate at which the unit has been booked. In case of reduction in the super area of the unit, the Company shall refund / adjust the excess amount without any interest. The Applicant(s) shall not raise any dispute in this regard.
4. That the Applicant(s) agrees to confirm that the basic sale price of the said unit shall be computed on the basis of its super area which is understood to include pro-rata share of the common areas in the proposed project and proportionate share of the other common facilities, as to be specifically provided in the Letter of Allotment.
5. The Applicant(s) agrees that the reserved open/covered parking space allotted to him/her for exclusive use shall be paid and not included in the basic price and understood to be together with the said unit and the same shall not have independent legal entity detached from the said unit. The Applicant confirms, agrees that he has no ownership right or right to sale or transfer the parking associated with the unit. The Applicant only will have right to use the parking for parking purpose only. Any misuse of parking space may result in the cancellation of parking space. The Applicant(s) undertakes not to sell/transfer/deal with the reserved parking space independent of the said unit. All clauses of this application and the Letter of Allotment shall apply mutatis mutandis to the parking space allotted to the Applicant (s), wherever applicable.
6. It is made clear to the Applicant(s) that the price of the said unit as mentioned herein does not include the maintenance charges and/or other charges for providing, running, operating common facilities and amenities to be provided in the maintenance agreement for which company shall have prerogative to nominate any agency. Further, it is clarified that the cost of the individual electric, water, sewer connections charges, provision for firefighting equipments, power backup and charges for operation of generator sets, club membership / usage of club facilities, Maintenance Security Deposit (Interest Free), basement store, charges for car parking etc., are not included in the basic sale price and will be charge extra as per payment schedule.

7. The Applicant(s) hereby agrees that 10% of the basic sale price of the said unit shall constitute the booking amount / as earnest money, which in the event the Applicant(s) failing to abide by the terms and conditions of this application form and/or the Letter of Allotment and/ or any other document in future and/or fails to make any payment/s in time as per demand, shall stand forfeited along with payable interest and other dues of non-refundable nature and the Applicant(s) shall have no claim over the said unit.
8. That all taxes and statutory levies presently payable in relation to land comprised in the project have been included in the price of the unit. However, in case of any further increase and/or any fresh levy of tax, service tax, charge, cess, duty, levy, etc., and other levies imposed by the Government or other Statutory Authorities, even if the same are with retrospective effect, the same shall be payable by the Applicant(s) on pro-rata basis on demand of company specifically or through general notification.
9. It will be obligatory on the part of the Applicant(s) to make the payment on or before the due dates indicated in the Schedule and no requests or reminders will be issued for any of the installments. The Applicant(s) shall pay to the Company the entire consideration as per the Payment Plan described herein. If any installment is delayed / not paid as per the Payment Plan, the Company shall charge interest @18% p.a. on the delayed payment for the period of delay, however, if the same remains in arrears for more than one installment or for more than 30 days whichever is earlier, the allotment shall be treated as suspended. If the allottee fails to get the allotment restored within next 60 days by paying penalty @ Rs. 25,000/- (subject to change at any time by the sole discretion of the company by giving notice to this effect) along with interest, then the previous demand letter shall be treated as final termination notice and the allotment shall stand terminated automatically without any further notice and the refund (if any) may be sent to the allottee without interest by cheque through registered / speed post after making deduction as per clause 7. Eventually the Applicant(s) will have no right or lien whatsoever on the said unit, the Company shall have right to dispose the unit as deem fit.
10. That the Company may, in its sole discretion, appropriate towards the consideration of the said Unit, being received from the Applicant(s) in any head / account and the appropriation so made shall not be questioned by the Applicant(s). The conveyance deed/sale deed shall, however, be executed only after the outstanding under all the heads are paid in full and all such outstanding shall be paid by the Applicant(s) as and when demanded. If, demand does not reach to the applicant, it is binding on applicant to enquire for any such dues to be paid before approaching for execution of Conveyance Deed/Sale Deed.
11. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the super area of the said unit but it does not mean that by purchasing one unit automatically derives the right/ title in one covered or open car parking, applicant understands that car parking right is paid in addition to unit price. It is repeated and specifically made clear to the Applicant(s) that it is only the space inside the said unit which is agreed to be sold and inclusion of the common area in the computation of the super area does not give any interest therein as such to the Applicant(s) except as provided hereunder. The Applicant shall have no right, interest or title in the remaining part of the project such as club, parking (left with company), park, etc. except the right of ingress and egress in the common approach roads. The right of usage of the facilities inside the project shall be subject to observance by Applicant(s) of covenants herein and up to date payments of all dues and the Applicant(s) abiding by all the terms and conditions for use of common areas as may be stipulated by Company or the maintenance agency in this regard.
12. That no nuisance, dangerous or offensive trade is to be carried out on the said unit, which may be in any way a nuisance, annoyance or danger to the Company or Owners/Occupiers of any neighboring property in the project.
13. The Applicant(s) understands/agrees that the said unit is being allotted for the residential purpose and is not for any other use. The applicant understand/agree that the company shall

have right to cancel the unit without giving any information if the same is used for any other purpose other than residential purpose.

14. If for any reason the Company is not in a position to allot the unit applied for by the Applicant(s), the Company shall be responsible only to consider allotment of an alternative property or refund of the amount deposited without any interest and the Company's decision shall be final and binding upon the Applicant. However, the Company shall not be liable for any other damages/compensation on this account.
15. The Applicant(s) shall take possession of the unit within 30 days from the date of issuance of final notice of possession failing which, the Applicant(s) shall be deemed to have taken possession of the unit and the said unit shall lie at the risk and cost of the Applicant(s) and the Company shall have no liability or concern thereof. In such case the Company shall not be responsible for any loss or damage to the finishes/fittings/fixtures in the unit occasioned due to failure of the Applicant(s) to take possession within the stipulated time. Besides, holding charges @ Rs.30/- per sq.ft. of Super Area per month and the maintenance charges, as determined by the Company/Maintenance Agency, shall also be payable by the Applicant(s).
16. The Company shall be entitled for reasonable extension in delivery to the Applicant(s) for the possession of the unit in the event of any default or negligence attributable to the group housing's Applicant(s)'s fulfillment of terms & Conditions of Allotment or for the reason beyond the control of the company.
17. The Applicant(s) hereby authorizes and permits the Company to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivable of his / her / their unit subject to the project land being free from any encumbrances at the time of execution of Letter of Allotment for title documents. The Company / Financial Institution / Bank shall always have the first lien / charge on the said unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction of the said Project. In case of the Applicant(s) who has opted for long-term payment plan arrangement with any financial institutions / banks; the sale deed/conveyance deed of the unit in favour of the Applicant(s) shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.
18. In case the Applicant(s) wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Unit, the Company shall co-operate with the Applicant(s) during the financing process subject to however, the terms of the financing agency shall exclusively be binding and applicable upon the Applicant(s) only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan will rest exclusively on the Applicant(s) . In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment plan, shall be ensured by the Applicant(s), failing which, the Applicant(s) shall be governed by the provision contained in clause 9 as above.
19. It is agreed by the Applicant(s) that he/she/it will not transfer/create any third party right over the said Unit without the permission of the company.
20. The development of the project is subject to force-majeure clause, which includes that for any reason beyond the control of the Company like non-availability of any building material due to market conditions / rainfall season, shortage of labour, war or enemy action or natural calamities or any Act of God etc. In case of non – Completion of project as a result of any notice, order, rule, and notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and in case of any of the aforesaid events, the Applicant (s) shall not be entitled to get refund for any amount whatsoever deposited by him/her/them.
21. The Applicant(s) shall also sign and execute a separate document/agreement with the maintenance agency, nominated/appointed by the Company for upkeep and maintenance of

the common areas, services, facilities and installations of the complex/project, more specifically described in the Maintenance Agreement.

22. The Applicant(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the unit) in the Complex, as determined by the Company or its nominated agency. In order to secure due performance of the Applicant(s) in timely payment of the maintenance bills and other charges raised by the Maintenance Agency, the Applicant(s) shall deposit with the Company/ Maintenance Agency an Interest Free Maintenance Security Deposit (IFMSD) @ Rs. 125/- (Rupees One Hundred and Twenty Five Only) per sq. ft., which can be revised at the sole discretion of the Company at any time before possession or at a later date, calculated on the super area of the said unit.
23. The Company shall provide Fire Safety measures as per existing Fire Safety Code / Regulations, and in case of any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further Fire Safety means are required to be provided and Applicant(s) shall pay for the same on pro-rata basis.
24. The Applicant(s) undertakes that he / she / they shall become the member of any association/society of the said project as may be formed by the Company on behalf of all the buyers as & when asked to do so and bear and pay all charges and expenses payable with respect to the same.
25. That the company may hand over the possession of the unit for the purpose of fit outs before the final hand over of the unit. The conveyance deed/ sale deed shall be subsequently executed and registered in favour of the Applicant(s) within reasonable time after the unit is ready for handover / possession and after receipt from the Applicant(s) of full consideration and other charges up to date and compliances of all terms and conditions of this Application and the Letter of Allotment. Unless a sale deed/ conveyance deed is executed and registered, the Company shall continue to be the owner of the said unit and all amounts paid by the Applicant(s) shall merely be an advance payment for purchase of the said unit and shall not give him any lien or interest on the said unit until he has complied with all the terms and conditions of the Letter of Allotment and conveyance deed/sale deed in respect of the said unit has been executed and registered in his /her / their favor.
26. That the Applicant(s) shall pay full registration charges, cost of stamp duty and all other incidental and miscellaneous charges as and when demanded by the Company to convey the said Unit in favour of the Applicant(s). In case the Government demands any stamp duty / registration charges on this Application, the same shall be borne by the Applicant(s).
27. The Applicant(s) undertakes to abide by all laws, rules, regulations and orders as may be made applicable to the said Unit. The Applicant(s) shall comply with all legal requirements for purchase of immovable property wherever applicable, after execution of the Letter of Allotment and sign all requisite applications, forms, affidavits, undertakings etc. as required for the said purpose.
26. The Applicant(s) hereby undertakes and assures to faithfully abide by the terms and conditions imposed by / Competent Authority while executing the Conveyance deed/Sale Deed in respect of the land over which the proposed project shall be developed. Further, the Applicant(s) confirms his/her/their acceptance to the fact that the conveyance of the unit in favor of the Applicant(s) shall be of the nature of a sale deed/ conveyance deed.
27. The Applicant(s) agrees and undertakes that the Applicant(s) shall not sell, transfer, assign or part with his/her/their rights, title, interest in the said unit or any person thereof, even after the allotment is made in his/her/their favor, until the dues payable to the Company are fully paid and the conveyance deed / Sale Deed is executed. However, the Applicant(s) may get the name of his/her/their nominee(s) substituted in his/her/their name with prior approval of the Company, which may at its sole discretion permits to do so and on payment of charges as asked for by the Company.

28. The Applicant(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / transfer of immovable properties in India etc. and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the application form and the Letter of Allotment. The Applicant(s) shall keep the company fully indemnified and harmless in this regard.
29. The Applicant(s) shall indemnify and keep indemnified the Company against breach of any of the terms and conditions of this Application Form and the Letter of Allotment.
30. Mere submission of application for booking/registration of flat does not automatically confer allotment. The Company shall allot the flat from the available units/flats in the same category. The allotment of the Unit is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason thereof.
31. All or any dispute or difference whatsoever arising out of or in relation to terms of this application form including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled through arbitration proceeding to be held by sole Arbitrator to be nominated/appointed by the Developer/Company, the decision of the sole arbitrator shall be final and binding on the parties. The arbitration will be held in accordance with the provision of the Arbitration and Conciliation Act, 1996 applicable in India and any statutory modifications or re-enactment thereof. The place of arbitration shall be at the Corporate Office of the Company at 11th Floor, Paras Twin Towers, Sector – 54, Gurgaon, Haryana, only.
32. That the Courts at Gurgaon and High Courts at Chandigarh alone shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.

I/We declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

**Signature of
Sole/First Applicant/
Any other Entity**

**Signature of
Second Applicant**

**Signature of
Third Applicant**

Place:..... Dated:.....

DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

In Case Of Individual (resident Of India):

- Copy of PAN card
- Passport Size photographs
- Photo ID, Signature & Address Proof

Partnership Firm:

- Copy of PAN card of the firm
- Copy of partnership deed / Agreement
- In case where one partner has been authorized for execution of all documents, copy of the authority letter from other partners.
- Copy of Address Proof of the Firm
- Photo ID and Signature Proof of the Signing Partner
- Passport Size photograph of Signing Partner

Private Limited or Limited Company

- Copy of PAN card of the Company
- Copy of Memorandum & Articles of Association of the Company duly signed by the Company Secretary
- Board Resolution in favor of the Authorized Signatory prior to the Application Date
- Passport Size photograph of the Authorized Signatory
- Photo ID & Signature proof of the Authorized Signatory

Hindu Undivided Family (HUF) :

- Copy of PAN card of HUF
- Authority letter from all coparcener of HUF authorizing Karta to act on their behalf
- Passport Size photograph of the Karta
- Photo ID & Signature proof of the Karta

NRI / Foreign Nationals of Indian Origin:

- Copy of passport
- In case of Demand Draft (DD), the confirmation from the banker that the DD has been prepared from the proceeds of NRI / NRO account of the Applicant(s)
- In case of payment through cheque :

All payments shall be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of third party. Passport Size photograph, Photo ID / Signature / Address Proof.