

APPLICATION FORM



To,

Cosmos Infra Engineering (India) Private Limited
C-31/32, Second Floor, Opp. PVR Plaza,
Connaught Place, Delhi-110001

Sole/First Applicant

Second Applicant

Dear Sir,

I/We, the undersigned, request for provisional allotment of Residential Apartment/Low Rise Floor (hereinafter referred to as unit) in your Project **Cosmos Greens**, being developed in the Bhiwadi, Rajasthan .

In the event of the Company agreeing to allot an Unit , I/ we agree to make down payment/ pay further installments of the sale price and the other charges/ dues as stipulated in the Application and the Buyer Agreement and the payment plan which have been explained to me/ us by the Company and have been read & understood by me/us.

I/we clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisionally and/or final allotment notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. Its only after I/we sign and execute the requisite Buyers Agreement, as and when desired by the company on the Company's standard format. I/We in the meantime have signed and agreed to abide by the indicative terms and conditions of sale attached to this application form.

I/We remit herewith a sum of Rs. _____ Rupees _____

vide Bank Draft/Cheque No. _____ Dated _____ / _____ / _____ Drawn on _____

towards Registration Money/ Earnest Money for the said unit (s).

I/We further agree to pay further installments of price and other charges as stipulated/ called for by the company .

(All Bank draft and cheques to be made in favour of "**Cosmos Infra Engineering (India) Ltd.,**" payable at New Delhi. Outstation cheques shall not be accepted.).

My/ our particulars as mentioned below may be recorded for reference and communication :-

I. Name of Applicant (Sole/ First)

Name: Mr./ Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

Telephone No. 1) _____ 2) _____ 3) _____

(Residential)

(Office)

(Mobile/ other)

Fax No. _____ Email Address: _____

PAN No. _____ Ward /Circle _____ Date of Birth _____ / _____ / _____

Residential Status () Indian / () NRI () Foreign National of Indian Origin

(DD) (MM) (YY)

2. Name of Second Applicant

Name: Mr./ Mrs. _____

S/W/D of Mr. _____

Mailing Address: _____

Telephone No. 1) _____ 2) _____ 3) _____
(Residential) (Office) (Mobile/ other)

Fax No. _____ Email Address: _____

PAN No. _____ Ward /Circle _____ Date of Birth _____ / _____ / _____

Residential Status (____) Indian / (____) NRI (____) Foreign National of Indian Origin (DD) (MM) (YY)

3. Payment Plan opted for: (____) Down Payment (____) Construction Linked Plan (____) Time Linked Plan**4. Category of Unit to be purchased: (Please Tick)**

Location _____ BHK _____ Size _____

Loan Yes (____) No (____) Loan Amount _____

5 Apartments _____**SUMMARY OF DUES (In Rs.)**

1.	Basic Sale Price for ___ Floor @ Rs. _____ per sq. ft.	_____
2.	Amenities Charge	_____
3.	Preferential Location Charges (1)	_____
	(2)	_____
4.	Interest free maintenance security (IFMS)	_____
5.	Others (1)	_____
	(2)	_____
	Total Sale Consideration	_____

Broker's Name & Stamp

DECLARATION

I/We, the above Applicant(s) do hereby declare that the above particulars/ information given by me/ us are true and correct to the best of my/ our knowledge and no material fact has been concealed there from.

Yours Faithfully,

Date:- 1. _____

Place :- 2. _____
Applicant (s) Signature(s)**FOR OFFICE USE :-**

Name of the Executive _____

Approved by _____

Date :-

Place :-

**INDICATIVE TERMS & CONDITIONS FOR REGISTRATION /BOOKING/ ALLOTMENT IN "COSMOS GREENS"
BHIWADI, RAJASTHAN**

- Title:** That the Applicant(s) has fully satisfied himself about the interest and title of the company in the land comprised in the Group Housing Complex "Cosmos Greens Phase-II", Bhiwadi, Rajasthan and has also seen all the documents relation thereto.
- Allotment:** i) The allotment shall be on first come first served basis. ii) The Applicant (s) shall be required to fill up the Application form and pay the earnest money at the time of booking. The final allotment shall be entirely at the discretion of the Company which has the right to reject any application without any reason whatsoever. iii) Upon acceptance of the application, the Applicant(s) intending Allottee(s)/Sub Lessee shall be required to sign the 'Agreement to Sub lease' in the Company's prescribed format draft of which has been seen and approved by the applicant, failing which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the said unit to anyone else or to use it for any purpose it may deem appropriate. iv) If for any reason the 'Company' is not in a position to allot the unit applied for, the Company shall be responsible to consider for an alternate Apartment and in case of failure to do so refund the amount deposited without any interest and the Company shall not be liable for payment of any compensation on this account whatsoever, which right the applicant specifically waive. v) In case of NRI Allottee(s)/Sub Lessee or foreign national of Indian Origin Allottee(s), the provision of F.E.M.A/R.B.I guidelines and any other law, as may be prevailing shall be applicable.
- Lay out Plans and areas:** That it is made clear to the Applicant(s) the meaning of super area and its use for the calculation of sale price and other charges in respect of the unit Company has right to effect suitable and necessary alterations in the layout plans, as and when required. Which may involve all or any of the changes, such as change in the position of the flat/ unit, increase/decrease in size of the original area which includes super area, car parking area etc., change in floor-plan layout, change in direction of the Apartment, change in its number. If there is any increase/ decrease in the area, revised price will be applicable in the original rate at which the Applicant /Intending Allottee(s)/Sub Lessee booked the flat(s)/ unit(s). The Applicant(s) shall have ownership of undivided proportionate share of the land beneath the said building only.
- Earnest Money:** The applicant (s) agrees that out of the amount (s) paid/ payable towards the sale price, the Company shall treat 15% of the sale price as earnest money to ensure fulfillment, by the applicant (s) of the terms and conditions as contained in this application and Agreement to sub lease. The applicant(s) hereby authorized the Company to forfeit this earnest money alongwith interest paid, due or payable alongwith other amount refundable nature. In case of non fulfillment of the terms and conditions herein contained and the apartment buyer agreement also in the event of failure by the applicant(s) to sign and return to the Company the Apartment Buyer Agreement within 21 (Twenty One) days from the dispatch by the Company. It is stated that the title to the unit in question shall only pass to the Applicant /Intending Allottee(s)/Sub Lessee after payment of entire 100% amount. If then the title of the unit shall remain with the Company and the company shall be free to take appropriate steps if Applicant /Intending Allottee(s)/Sub Lessee makes any default in payment of the due amount including but not limited to cancellation of the booking/allotment.
- Amenities Charge:** The Applicant(s)/Sub Lessee agrees to pay charge for providing amenities including but not limited to use of Club facility, 2 KVA Power- Backup, One Reserved parking, Development Charges , use of Swimming Pools, Sports facilities, and other facilities.
- Preferential Location Charges (PLC):** The Applicant(s)/Sub Lessee agrees that the Preferential Location Charges (PLC) for preferential location as described by the company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the applicant confirms that if due to any change in the layout/Building plan, the said Apartment ceases to be in a preferential location, the company shall be liable to refund only the amount of PLC paid by the Applicant and such be adjusted in the last installment as stated in the payment plan. The applicant further agrees that in the event, due to any change in the layout/building plan if the Apartment becomes preferentially located, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.
- Escalation:** The Applicant(s)/ Intending Allottee(s)/Sub Lessee agrees that Company may escalate the Basic Sale Price between 7% to 10%. However the Company will be constrain to increase the price due to certain circumstances which is beyond control of the Company in the circumstances prevailing at that time.
- Taxes, Levies and Conveyance:** i) All taxes, whether levied or to be levied in future on the land and/or on the said unit shall henceforth be borne by the Applicant(s) /Intending Allottee(s)/Sub Lessee ii) That upon receipt of full sale price and/ or other dues and charges, the company shall execute and register Sub Lease Deed and/ or other documents/instruments, within the reasonable time, so as to transfer the title of the said unit in favour of the Applicants. The Applicant shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of the aforesaid instruments in respect of the said unit.
- Maintenance Agreement:** The Applicant(s) /Intending Allottee(s)/Sub Lessee upon completion of the said building agrees to enter into a maintenance agreement with the Company or any other maintenance agency or other body as appointed by the Company from time to time for maintenance and upkeep of the common services and common areas apart from the internal area of the unit of the said Group Housing Complex and the Intending Allottee(s)/Sub Lessee undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated maintenance agency. The Applicant(s) /Intending Allottee(s)/Sub Lessee agrees to deposit and to always keep deposited with the Company a Interest free Maintenance Deposit as describe in the price list.
- Transfer of Unit:** That the Company in its sole discretion may permit transfer of the name of the nominee(s) in place of the Applicant(s) /Intending Allottee(s)/Sub Lessee on such terms and conditions and on receipt of such administrative charges as it may deem fit. The Applicant(s) /Intending Allottee(s)/Sub Lessee is also made aware that application/allotment is non-transferable till completion of casting of basement/Slab or payment of 40% of BSP, 30% of Amenities Charge and 30% of PLC if applicable, whichever is later. However the transfer will be permitted within Blood Relations subject to payment of administrative charges.
- Time is of Essence:** That timely payment of instalments/ balance sale consideration/ security deposits/ charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell, it shall be incumbent on the Applicant/ Intending Allottee(s)/Sub Lessee to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application Form. In case the instalments are delayed, the Applicant/ Intending Allottee(s)/Sub Lessee shall pay interest on delayed payments @ 24% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the company's right to cancel the allotment. Even then, if the Applicant(s) /Intending Allottee(s)/Sub Lessee fails to pay the installment along with interest within 60 days, from the due date, the Company shall forfeit the amount of earnest money/ registration money deposited by him/her/ them and the allotment shall stand cancelled and he/she/they shall have no lien/ charge/ interest/ right on the said Apartment. The applicant waives his/her/its right to claim any kind of compensation/amount from the company in this regard. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the company after adjustment of interest on delayed payments, if any, due from the Applicant(s) /Intending Allottee(s). That in case the Applicant/Intending Allottee(s)/Sub Lessee adopt down payment plan to avail the down payment discount, the Applicant(s)/ Intending Allottee(s)/Sub Lessee shall be eligible for down payment discount only if he/they pays the entire due amount as stated in the payment plan with in the stipulated time limit of 45 days from the date of registration. If the Applicant(s) fails to pay the due amount within the said stipulated time limit, then its become sole discretion of the Company either to waived off the down payment discount or condone the delay by charging interest @ 24% per annum for the delayed period.
- Completion of construction/ Delivery of possession :** i) That the possession of the said unit is proposed to be delivered by the Company to the Allottee(s)/Sub Lessee within 42 months from the date of start of construction of the building wherein the unit in question is situated or signing of Agreement to Sub lease whichever is later subject to timely payment by the Applicant(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her/ them or as demanded by the Company and subject to force-majeure clause. ii) In the event, of him/her/ them failure to take over the possession of the unit allotted within thirty (30) days from the date of intimation of offering possession in writing by the Company, the Applicant(s) shall be liable to pay to the company compensation as holding charges @ Rs. 5/- per sq. ft. of the super area per month for the entire period of such delay until the date when the physical possession is taken over by the Applicant(s)/Intending Allottee(s) and in case he/she fails to take the possession after expiry of 30 days from the date of final notice then the Company shall not be responsible for any loss or damage to the finishing/fittings/features in the flat occasioned due to failure of the allottee/sub lessee to take possession within the stipulated time and further in case allottee shall be liable to pay Common area maintenance charges and minimum power back up and minimum meter charges despite not taking possession. iii) If the company fails to complete the construction of the said unit within the stipulated period as aforesaid then the Company shall pay to the Applicant compensation @ Rs. 5/- per sq. ft. of the super area per month for the

period of such delay, subject to force majeure circumstances and/ or for reasons beyond the control of the company, the liability of the Company for completion of construction will cease to exist when the Company applies for completion certificate within the stipulated period of 42 months and then it shall not be termed as delay in completion of construction. The Applicant shall not be entitled to claim any other compensation from the Company in case of any delay in handing over of possession except due to force majeure and the applicant hereby waives all such rights except to claim Rs. 5/- per sq. ft. of super area per month as compensation towards all of his claims/compensation for delay in handing over possession.

It is hereby clarified that the construction activity shall be done in phase wise and the time period for a particular building shall start from the date of start of the construction of the building/phase wherein the unit in question is situated and further the construction. All facilities like lifts, power back up, driveway etc. which are essential to the living will be made available at the time of handing over possession however remaining facilities which were for leisure like Club etc. , if any shall be developed once the entire project is constructed.

- Applicant's Intending Allottee(s)/Sub Lessee Covenants :** i) That the Applicant(s) /Intending Allottee(s)/Sub Lessee have fully read and understood these indicative terms and conditions and undertake to abide by the same. ii) That the Applicant(s) /Intending Allottee(s)/Sub Lessee shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Agreement to sub lease and sign all applications & forms for the said purpose. iii) The Applicant(s) /Intending Allottee(s)/Sub Lessee agrees to sign and execute, as and when desired by the company, the standard Agreement to sub lease, the standard Tripartite Maintenance Agreement and other documents/ papers alongwith all their Annexures, and agrees to abide by the terms and conditions as laid down therein. The draft of the said documents have been seen and approved by the Applicant. iv) The Applicant(s) /Intending Allottee(s)/Sub Lessee has/ have applied for registration /allotment of an unit, in the proposed Group Housing Complex "Cosmos Greens Phase-II" being developed in Bhiwadi, Rajasthan with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed complex, which have been fully explained by the Company and understood by him/her/ them. v) The Applicant(s) /Intending Allottee(s)/Sub Lessee has/ have fully satisfied himself/ herself/ themselves about the right, title and interest of the Company in the land on which the proposed Group Housing Complex "Cosmos Greens Phase-II" is to be developed /constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s) /Intending Allottee(s). vi) That the Applicant(s) /Intending Allottee(s)/Sub Lessee acknowledge that the Company has readily provided all information/ clarifications as required by him/her/ them and he/ she/ they have not relied upon and not influenced by any architect's plans/ sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other date except as specifically represented in this application and the Applicant(s) /Intending Allottee(s)/Sub Lessee has/ have relied solely on his/ her/ their own judgment in deciding to make the Application for purchase of the said Apartment.
- Loan Facility :** i) In case the Applicant(s) /Intending Allottee(s)/Sub Lessee wish to avail loan facility for the purchase of Apartment applied for, the 'Company' shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Allottee(s)/Sub Lessee only. ii) In case the Allottee(s)/Sub Lessee opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the 'Company' , as per schedule, shall be ensured by the Allottee(s), failing which he/ she/ they shall be governed by the provisions contained in clause No. 12 supra and the Company shall be free to deal with the Applicant as per the said clause.
- Other Miscellaneous Terms and Conditions :** i) Joint Applications: The Applicant(s) /Intending Allottee(s)/Sub Lessee declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/ all and the joint intending Allottee(s)/Sub Lessee shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly as well as severally. ii) Correspondence: The Applicant(s) /Intending Allottee(s)/Sub Lessee shall get his/ her/ their complete address registered with the Company at the time of booking of the Apartment and it shall be his/her/ their responsibility to inform the company by Registered Post/ AD About all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s) /Intending Allottee(s)/Sub Lessee in the Application shall be deemed to have been received by him/her/ them. This is without prejudice to the stipulation that the Applicant(s) /Intending Allottee(s)/Sub Lessee shall have to strictly comply with the schedule of payment mentioned in the Application and the Applicant(s) /Intending Allottee(s)/Sub Lessee shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom. The Applicant(s) /Intending Allottee(s)/Sub Lessee undertake to abide by all the laws, rules, regulations and provisions of Rajasthan Urban Improvement Act, 1959, Building bye Laws Viniun 2000 or any other laws, as may be applicable to the said apartment/Building Complex. ii) Rights of Owner/ Company: That the Company shall continue to have, as before, the right to make additions, raise storeys or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/ storeys with the existing electric, water sanitary and drainage sources at its own cost as may be permitted by the Competent Authority. Such additional structure and storeys shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect thereof. iv) That the specifications of the unit are subject to change as necessitated during construction. In such an event material of equally good quality shall be used. v) That the Company shall provide Fire Safety measures as per existing Fire/ Safety code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the intending Allottee(s)/Sub Lessee shall pay for the same, on pro-rata bases.
- Cancellation of Booking :** In case the applicant(s)/ intending Allottee(s)/Sub Lessee at any time desire for cancellation of the intending allotment, it may be agreed but in such case entire amount of earnest money shall be forfeited balance amount if any shall be refunded without any interest thereon. The Applicant(s) /Intending Allottee(s)/Sub Lessee shall be left with no right, no title, of whatsoever nature on the said allotment. However in exceptional cases company may at its sole discretion to refund the booking amount after deduct the amount of marketing & administration charges including the amount of commission paid by the company to its agent.
- Force Majeure :** Development & construction of residential Group housing complex "Cosmos Greens Phase-II" subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, labour dispute, transport strike, economic recession, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order, rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.
- Arbitration Jurisdiction :** All or any dispute out of or touching upon or in relation to the terms of this application or Apartment Buyer Agreement, including the interpretation and validity thereof and the respective rights obligations of the Parties shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held in New Delhi by a sole Arbitrator who shall be appointed by the Chairman of the Company. The Applicant(s) hereby confirm that he/ them shall have no objection to this appointment. The courts at New Delhi shall alone have the jurisdiction in all matters arising out of touching and/ or concerning this transaction.

DECLARATION

I/We have fully read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement which shall supersede the terms and conditions set out in this application.

(Sole/ First Applicant's)

Date: ____/____/____

Place: _____

(Second Applicant's)



Cosmos Infra Engineering (India) Private Limited

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