



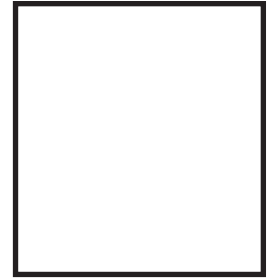
APPLICATION FORM





Application for allotment by sale of a **Unit in Cosmos Greens LOTUS**

Cosmos Infra Engineering (India) Pvt. Limited



I/we request that I/we may be allotted a Unit in your COSMOS GREENS – LOTUS project as per the Company’s terms and conditions, which I/we have read and understood and shall abide by the same as stipulated by Company.

I / we agree to sign and execute, as and when desired by the Company, the Agreement for Sale on the Company’s standard format. I/we remit herewith:-

A sum of .....(Rupees..... only) by Bank Draft / Cheque No. / Online transfer ..... drawn on (Bank & Branch)..... as part of earnest money.

My / our detailed particulars are given hereinafter:

**1. Name of First /Sole Applicant**

Mr./Mrs./Ms. : .....
Son/Wife/Daughter of : .....
Date of Birth : \_ \_ \_ \_ / \_ \_ \_ \_ / \_ \_ \_ \_
PAN No. : .....
AADHAR No. : .....
Marital Status : .....
Nationality : .....
Residential Status : Resident [ ] / Non-Resident Indian [ ]
Permanent Address : .....
Correspondence Add : .....
Contact No. : Mobile..... Res..... off.....
E-Mail ID : .....

**2. Name of Co-Applicant**

Mr./Mrs./Ms. : .....
Son/Wife/Daughter of : .....
Date of Birth : \_ \_ \_ \_ / \_ \_ \_ \_ / \_ \_ \_ \_
PAN No. : .....
AADHAR No. : .....
Marital Status : .....
Nationality : .....
Residential Status : Resident [ ] / Non-Resident Indian [ ]
Permanent Address : .....
Correspondence Add : .....
Contact No. : Mobile..... Res..... off.....
E-Mail ID : .....

**Details of Flat / Unit / Apartment Applied For :-**

Flat/ Unit/ Apartment Type : ..... BHK :.....

Block : .....

Tower : ..... Floor : .....

Super Built Up : ..... (Sq. ft.)

RERA Carpet Area : .....(Sq. ft.)

Basic Sale Price : .....(Rupees.....)

Additional Charges : .....(Rupees.....)

Total Sales Price : : ..... (Rupees .....

Payment Plan opted : Construction Linked  Other:

Mode of Booking : a. Direct b. Dealer

**Dealer Information:**

Dealer Name : .....

Dealer Address : .....

Dealer RERA Reg. No : .....

Dealer Contact No : .....

Dealer Sign. & Stamp : .....

**DECLARATION**

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

Date:-

Yours faithfully

Place:-

\_\_\_\_\_  
Applicant(s) Signature(s)

**FOR OFFICE USE:-**

Employee Name: : -----

Approved by : -----

Date:-

Place:-

## TERMS & CONDITIONS FOR BOOKING/ ALLOTMENT OF UNIT NO. ....

1. Cosmos Infra Engineering (India) Private Limited (hereinafter referred to as the "Promoter") proposes to develop and market a residential project (hereinafter referred to as the "Whole Project") on land in phased manner. Each Phase of the Project is individually referred to as "Said Project".
  2. The Said Project has been registered with the Real Estate Regulatory Authority of the State. The details of the Promoter and the Said Project are also available on the website of the Regulatory Authority.
  3. The Allottee(s) has applied for allotment of a residential Unit in the Said Project with knowledge and subject to compliance of all the laws, notifications and rules applicable to this area, and this Said Project/Whole Project, which have been explained by the Promoter and understood by him/ her. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by the competent authority(ies) in this regard to the Promoter.
  4. The Allottee(s) is aware that in addition to the Total Price of the Unit, the Allottee shall be liable and responsible to pay all taxes, including but not limited to GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project.
  5. The Allottee(s) agrees and undertakes that in case of allotment of Unit in the Said Project, he / she / they shall pay the balance Total Price amount strictly in accordance with the Payment Plan as agreed and signed between the Promoter and the Allottee, through Account Payee Cheque / Demand Draft or Online Payment (as applicable).
  6. The Allottee(s) is aware that the Total Price is escalation-free, save and except increases which the Allottee(s) here by 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 till the date of Completion of Said Project. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
  7. The Promoter shall have the right to adjust / appropriate the installment amount received from the Allottee(s) first towards the delay payment charges and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Price.
  8. The Allottee(s) has fully satisfied himself/ herself about the right, title and interest of the Promoter in the Project Land where the Said Project is proposed to be developed as per the applicable laws/ guidelines and the Allottee(s) understands all limitations and obligations in respect thereof, and there will not be any objections by the Allottee(s) with respect to the same.
  9. The allotment of Unit in the Said Project is entirely at the sole discretion of the Promoter and the Promoter reserves the right to accept or reject the application without assigning any reason thereof. The Allottee(s) further agrees and understands that the booking of the Unit by the Allottee(s) is subject to realization of the booking amount paid towards the said Unit.
  10. In case of allotment of Unit in the Said Project by the Promoter, the Allottee(s) agrees to execute the Promoters Standard Agreement for Sale, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter.
  11. Cost of stamp duty and registration charges etc., as applicable in respect of execution of Agreement for Sale, Sale Deed, etc. will be extra and shall be borne by the Allottee(s). All costs, charges, and expenses in relation to the costs of the preparing, executing the Agreement for Sale and Sale Deed and/or any other document or documents required to be executed by the Promoter in respect of allotted Unit, if any, shall be borne by the Allottee(s).
  12. In case the Allottee(s) fails to make payment as per Payment Plan despite having been issued notice in this regard the Allottee(s) shall be liable to pay delay payment charges as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above mentioned condition extends for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the said Unit in favour of the Allottee(s) and refund the amount paid to him by the Allottee(s) without any interest after deducting earnest money, all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit, delay payment charges paid/payable by the Allottee(s) to the Promoter after the sale of Unit to a new allottee, from the amounts realized from the such new allottee.
  13. The Allottee(s) shall have the right to cancel/withdraw his allotment in the Said Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges, any interest paid, due or payable, any other amount of a non-refundable nature in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee.
- a) Before Start of Construction : 50,000/-  
b) After Start of Construction but before completion of super structure : 20 % of TCP  
c) After Completion of Super Structure, but before receipt of Completion Certificate : 40 % of TCP
14. Cancellation by Allottee(s) after Completion Certificate- Where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, after receipt of Completion Certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges any interest paid, due or payable, any other amount of a non-refundable nature in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such

date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee.

15. The Allottee(s) is aware that the owners of the units/apartments in Phase I, which forms part of the Whole Project, shall form/ have already formed an association ("Agreement of Association"). All the owners of units/apartments in the Whole Project shall become members of the Owners' Association by payment of membership fees and shall abide by the Bye-Laws of the Owners' Association. The Allottee(s) shall become member of the Owners' Association by signing necessary forms/ documents for the Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit.

16. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

i. The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.

ii. The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per Payment Plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions contained in clause 16 as above.

17. The Allottee(s) shall get his/ her name, complete address, PAN No., e-mail I.D, phone No. aadhar no. registered with the Promoter at the time of booking and it shall be his/ her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/ her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been served/ received by him/ her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur thereof.

18. The Allottee(s) shall not transfer/ assign the said Unit without the prior written consent/ approval of the Promoter. The Promoter may, in its sole discretion, refuse or allow the same on such terms and conditions as it may deem fit and proper, and upon payment of such charges as may be fixed by the Promoter from time to time.

19. The Allottee(s) agrees that the development of the Said Project is subject to force majeure clause, which includes Acts of God, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature.

20. The Allottee(s) has understood that the development & completion of the whole Project may be done in phases and this may cause some inconvenience to parking of residents of earlier phases and he/ she shall not have any objection to the same.

21. The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the Whole Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the Whole Project.

22. The Promoter shall at all times have the first lien and charge on the said Unit for all its dues and other sums payable by the Allottee(s) to the Promoter.

23. In case the Allottee(s) is NRI/ Foreign National Buyer, the adherence to the provisions of the Foreign Exchange Management Act, 1999 and any other law related thereto as may be prevailing at the time shall be the responsibility of the Allottee(s)

24. The Allottee(s) shall not use the said Unit for any purpose other than for which the said Unit is being acquired by him/ her except with prior written permission of the Promoter.

25. In case of joint application, all the correspondence shall be done only with the 'First Allottee' at the address for communication as it appears on the application form.

26. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard /or adhere to the terms and conditions mentioned therein, the Promoter may at its option decide to either continue the allotment or cancel the allotment, and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

27. This Booking /Application Form shall be construed in accordance with the Real Estate (Regulation and Development) Act, 2016, Real Estate (Regulation and Development) Rules, 2017 and regulations made there under including other applicable Laws of India for the time being in force.

28. All the above Terms & conditions are read over by me/ us personally and understood the same in vernacular and the same are accepted to me/ us.

Place : \_\_\_\_\_  
Date : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Signature of First Applicant \_\_\_\_\_  
Signature of Second Applicant \_\_\_\_\_

