



COSMOS
INFRAESTATE PVT. LTD.

APPLICATION FORM
for
SHIVALIK
HOMES
Apartments At Greater Noida

COSMOS INFRAESTATE PVT. LTD.

Corp. Office : B-150, Ground Floor, Sector – 63, Noida (U.P.)

Phone : 0120 -4345544 Fax : 0120-4345533

Website : www.cosmosinfraestate.com

To,

M/s. Cosmos Infraestate Pvt. Ltd.
B-150, Ground Floor, Sector - 63, Noida, U.P. - 201301

Dear Sir(s)/Madam,

I/We the undersigned request for applying a residential unit in your project " SHIVALIK HOMES" HRA 09, Surajpur Site C (Housing Ext.) Phase II, Greater Noida (U.P).

I/We further agree to sign and execute the necessary Allotment, as and when desired by the Company on the Company's standard format;

I /We remit here with a sum of Rs.....
(Rupees)
by the Bank Draft/Cheque No Dated.....
Drawn on
payable at Noida/New Delhi/Delhi as part of earnest money. (All draft and cheques to be made in favor of M/s Cosmos Infraestate Pvt. Ltd.)

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

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

Applicant

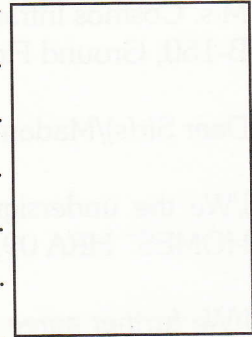
1. Applicant (Sole/First)
Son/Wife/Daughter of.....
Correspondence Address
.....
PAN No.....
Date of Birth
Designation / Profession
Anniversary Date
Nationality.....
Tel..... Fax
Mob Email.....

Signature of Applicant

Signature of Co-Applicant

Co-Applicant

2. Co-Applicant
Son/Wife/Daughter of.....
Correspondence Address
.....
PAN No.....
Date of Birth
Designation / Profession
Anniversary Date
Nationality.....
Tel..... Fax
Mob Email.....



3. **Residential Status** Indian Non Resident India

4. Details of Residential Unit to be Purchased

- i) Name to Project
ii) Unit Number
iii) Block
iv) Floor
v) Super Area: Sq. mt./Sq. ft.(Approx)
vi) Basic Rate per Sq.mt/sq.ft
vii) Basic Price (in Rs.)
viii) Preferential Charges if any :
Floor Location
ix) Parking
x) Basic Sale Price (in Rs.) with PLC
In words :

Signature of Applicant

Signature of Co-Applicant

5. Payment Plan:

Down Payment Plan Flexi Plan Construction Link Plan

6. Other Charges (One time non Refundable) :

- i) Interest Free Maintenance Security (Rs.)
- ii) Club Membership (Rs.)
- iii) Fire Fighting & External Electrification Charges (in Rs.)
- iv) Power Back-up (Rs.)
- v) EDC/IDC (Rs.)
- vi) Lease Rent (Rs.)
- vii) Pipe Gas Connection Charges (Rs.): (as applicable).....
- viii) Dual Elec. Meter Charges(Extra) (Rs.) :.....(as applicable).....
- xi) Car Parking Charges (Rs.) :
- x) Service Tax (Extra) As per Govt. Rules.

7. Other Details of Flats/Unit (if any)

8. Booking Direct Through Dealer/Agent

9. In the event the booking has been done through an agent, please give the Particulars:

Name & Address

Telephone Mobile Fax

PAN Service Tax No

Dated

Place

Signature & Stamp

10. For office use only.

Verifying Officer

Name

Signature Date

Final Approval given by

Name

Signature Date

Signature of Applicant

Signature of Co-Applicant

Terms & Conditions

1. This application form is subject to acceptance and can be rejected by company without information, If not fully complied. This acceptance of application amount does not qualify the allotment of flat.
2. All payment will be accepted through Bank Draft/Cheque of applicant or co-applicant only against above mentioned booked house /Flat/ Shop.
3. This application does not constitute an Agreement to sell and the Applicant (s) will not become entitled to get allotment of the Residential Flat not with standing the fact that the Company may have issued the receipt/acknowledgement of the Earnest Money tendered with the application. It's only after the Applicant(s) sign and execute the allotment letter on the Company's standard format agreeing to abide by the terms and conditions laid down therein, that the allotment shall become final and binding on the Company. The allotment letter must be signed by the party within 15 days of signing of application form. In case of failure to sign the allotment or cancellation of flat by the party before or after signing of the allotment the amount constituting the earnest money shall stand forfeited at the discretion of the company.
(Note: For the purpose of this application form earnest money shall refer to mean 10% (Ten Percent) of the total price of the Residential Flat pertaining to which this application has been made by the Applicant(s))
4. The Applicant(s) agree to sign and execute, the allotment letter as and when desired by the company, the allotment letter is in company's standard format and also agree to abide by the terms and conditions as contained therein.
5. The Applicant(s) has/have fully satisfied himself/herself/themselves about the right title interest of the Company in the land and understood all limitation and obligation in respect of the same and there will be no further investigation or objection raised by the Applicant(s) in this regard from the Company.
6. All the payments towards the purchase of the Residential Flat shall be made only by the applicant/First Applicant and co-applicant to the company through normal banking channels and said payment shall be accepted only against the Residential Flats.
7. Payment must necessarily be made within the stipulated time as contained in the allotment letter appearing either under Down Payment Plan, Flexi Payment Plan, Construction Link Payment Plan and Applicant(s) agree and acknowledge that timely payment as per applicable Payment Plans shall be essence of the allotment letter. Provided however that the Applicant(s) agree that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both and the applicant(s) shall be treated as one single person for the purpose of this Application Form and the allotment letter and all the applicants shall be liable jointly and several
8. If there is a delay in the payment of installments the company has its sole discretion to cancel the allotment made in favour of the applicant(s) and the Earnest Money will be forfeited, without the need on behalf of the company to provide any prior intimation to the Applicant(s) and Applicant(s) shall have no claim/lien/charge/interest, right or remedy against the allotted Residential Flat or against the Company and the Company shall have full right to receive application for allotment of the said Residential flat and allot the same to any other person.
(Note : The terms and conditions as contained herein and in the Allotment Letter apply equally without foregoing their generality for all the Payment Plans)
9. The applicant(s) shall comply with all legal requirements for the purchase of the immovable property, wherever applicable after the execution of the Allotment Letter and shall execute all necessary forms or applications for that purpose. Registration charges and stamp duty/sub lease charges in respect of the sale and purchase of the Residential Flat shall be over and above the Total Price payable and shall be paid by the Applicant(s) as per the applicable rules, regulations and laws and as determined by the Government or local bodies or concern authorities.
10. Service tax as applicable will be paid by the Applicant in addition to the cost of the Flat/Unit.
11. All Government duty or liabilities or taxes whether levied or Levi-able in future on the land and or the Residential Flat shall be borne by the Applicant(s) only.
12. No alteration in the Residential Flat shall be acceptable and the applicant(s) shall have no right to challenge the picture/photographs of the building appearing in the application form, brochures and/or the Allotment Letter and/or the specification sheets.
13. The Company may, in its sole discretion and subject to the applicable laws and notification or any Government directions as may be in force, permit the Applicant(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and the charges as the company may impose. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination
14. It is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Residential Flat it shall be sole responsibility of nonresident/foreign national and Indian origin nationals companies to comply with provision of the Foreign Exchange management Act. The company accepts no responsibility in this regards.
15. The Applicant(s) shall get his/her/their complete address registered with the company at the time of filling this application form and it shall be his/her/their responsibility to inform the Company by registered AD letter about all or any subsequent change, if any, his/her/their mailing address, Failing which all notices and correspondence by the company shall be sent to the address as mentioned by the Applicant(s) in this application form and said letters/Notices sent by the company to the Applicants shall be deemed to be received by them. The Provision of this Clause is without prejudice to the obligation of the Application(s) to make timely payment and the Applicants shall be solely responsible for any default in payment and consequence that might occur there from.
16. The Applicant(s) agree and acknowledge that the sale price/total sale consideration of the Residential flat sought by the Applicant is fair and is based on the Company's norms; The Applicant(s) further agree and acknowledge that at the time of possession if there is a difference of price occurs due to technical reasons then that difference of price shall be paid by the Applicant to the company.
17. The applicant(s) agree that in the event a cheque deposited with the company by the Applicant(s) towards any payment due to company is dishonored on technical grounds the applicant(s) shall replace the dishonored cheque with a demand draft/ Banker's Cheque or cash of equivalent amount within Five (5) days of such dishonor, failing which this application or the allotment or Residential Flat shall be treated as Cancelled at the sole discretion of the company. Provide however that in the event a cheque is dishonored on grounds of insufficient funds, this application or the allotment of residential flat shall be treated as cancelled at the sole discretion of the company.
18. The Applicant(s) agree and acknowledge that upon the execution of the allotment Letter the terms and conditions contained therein shall supersede the terms and conditions set out in this application form.
19. This Application Form shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Greater Noida for all matters arising out of or touching and/or concerning this application and or the transaction contemplated herein.
20. The Company will charge interest @21% per annum on any delay in payment of installment.

Signature of Applicant

Signature of Co-Applicant

Declaration :

I /We agree that the registration in the project shall become definitive only after completion of the process of allotment and upon issuance of a final communication in such regard by the company in writing which shall be subjected to the terms and conditions as may be stipulated by the company at the time of allotment.

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same. I/We understand the terms and conditions as comprehensively set out in the allotment letter which shall supersede the terms and conditions in this application. I/We are fully conscious that it is not incumbent on part of the company to send us reminder/notices in respect of our obligations as set out in this application and/or the allotment letter and I/we shall fully be responsible for any consequences in respect of default committed by me/us in not abiding by the terms and conditions contained in this application and/ or the Allotment letter. I/We have sought detailed explanation and clarification from the company and the company has readily provided such explanation and clarification and after giving such careful considerations to all facts, terms, conditions and representation made by the company, I/We have now executed this Application Form and paid the money thereof fully conscious of my/our liabilities and obligations including the forfeiture of the Earnest Money as may be imposed upon me/us. I/We further undertake and assure the Company that in the event of Cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our money or in any manner whatsoever including but not limited to as set out in terms and conditions provided in this Application, as I/We shall be left with no right, title interest or lien on the Residential Flat applied for and provisionally and/or finally allotted to me/us in manner whatsoever.

I/We the undersigned (Sole/First and Co-Applicant),do hereby declare that the above mentioned 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

Place.....

Name of Applicant/s

Signature

1.

.....

2.

.....