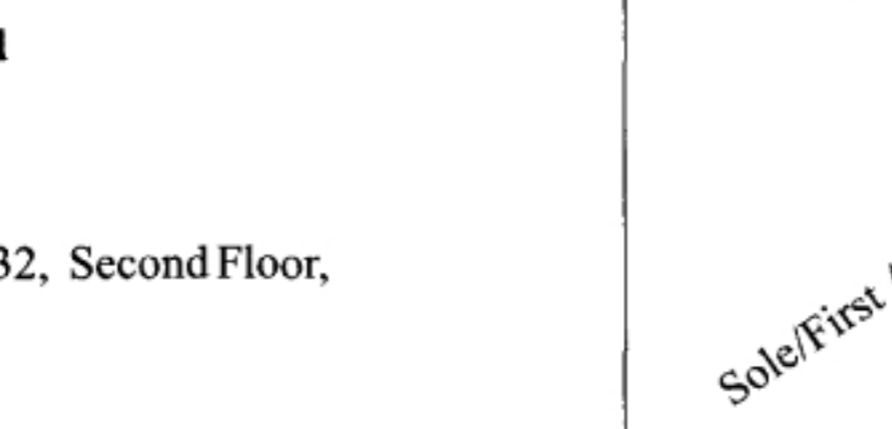


Application Form[®]



To,

Cosmos Infra Engineering (India) Limited
Reg. Office :- Rishi Apartments,
4- Battery Lane, Rajpur Road,
Civil Lines, Delhi-110054
Corporate Office :- Block-C, Office No. 31/32, Second Floor,
Connaught Place, New Delhi - 110001

Sole/First Applicant

Second Applicant

Dear Sir(s),
I/We, the undersigned, request for provisional allotment of Resident Apartment (hereinafter referred to as unit) in your Project "Express 99", being developed in the Sector-99, Gurgaon, Haryana.

In the event of the Company agreeing to allot a unit, I/We agree to make the Down Payment/pay further installments of the Sale Price and the other charges/dues as stipulated in the Application and the Buyer's Agreement and the payment plan which have been explained to me/us by the company and have been read and understood by me/us.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provisional and/or final allotment of an apartment not withstanding the fact that the company may have issued a receipt in acknowledgment of the money tendered with this application. It is only after I/We sign and execute the requisite Buyer's 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/Cheque/Cash/Draft 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 Gurgaon/New Delhi/Delhi. Outstation Cheques shall not be accepted.)

My/Our particulars as mentioned below may be recorded for reference and communication:-
1. 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. _____ E-mail ID _____
PAN NO. _____ Ward/Circle _____ Date of Birth _____ / _____ / _____
(DD) (MM) (YY)
Residential Status:- Indian (____) NRI (____) Foreign National of Indian Origin (____) Foreigner (____)

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 _____ / _____ / _____
(DD) (MM) (YY)
Residential Status:- Indian (____) NRI (____) Foreign National of Indian Origin (____) Foreigner (____)

3. Payment plan opted for :- Construction Linked Plan (____) Down Payment (____)
4. Category of unit to be purchased : (Please Tick)
i) Apartment:- 1 Bedroom (____) 2 Bedroom (____) 3 Bedroom (____) 4 Bedroom (____) Pent House (____)
ii) Area :- _____ Sq. ft. (iii) Preference:- Floor _____ Location _____
5. Bank Loan:- YES (____) NO (____) Amount (_____)

SUMMARY OF DUES (In Rs.)	
1. Basic Sale Price @ Rs. _____ per sq. ft.	_____
2. Preferential Location Charges	_____
3. • Reserve Parking Space (Basement)	_____
• Reserve Parking Space (Stilt)	_____
• Reserve Parking Space (Open)	_____
4. Interest-Free Maintenance Security (IFMS)	_____
5. External Development Charges (EDC)/ Infrastructure Development Charges (IDC)	_____
6. Fire-Fighting Charges	_____
7. Club Membership Fee	_____
8. Others	_____

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.

Date :- _____
Place :- _____
Yours Faithfully,

Applicant (s) Signature (s)

FOR OFFICE USE:-

Name of the Executive _____
Approved by _____
Date :- _____
Place :- _____

INDICATIVE TERMS & CONDITIONS FOR REGISTRATION /BOOKING/ALLOTMENT AT "EXPRESS 99 IN SECTOR 99, GURGAON, HARYANA.

Title : That the Applicant(s) has fully satisfied himself about the interest and title of the land compressed in the Group Housing Complex "EXPRESS 99" in Sector 99, Gurgaon, Haryana.

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) shall be required to sign the 'Buyers Agreement' in the Company's prescribed format, within 15 days from the date of issue of letter of acceptance, 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 Unit and in case of failure to do so refund the amount deposited along with simple interest of bank FD. v) In case of NRI Allottee(s) 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.

Layout 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 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) 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 basic sale price as earnest money to ensure fulfillment, by the applicant (s) of the terms and conditions as contained in this application and apartment buyers Agreement. 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 15 (Fifteen) days from the dispatch by the Company.

External Development Charges(EDC) / Infrastructure Development Charges (IDC): The External Development Charges (EDC) & Infrastructure Development Charges (IDC) are not included in the basic sale price of the unit and shall be paid as per the present rates. In case any upward revision thereof by the Govt. Authorities in the future the same shall be payable by the Applicant(s) /Intending Allottee(s) without any delay or demur as and when demanded by the Company.

Preferential Location Charges (PLC): The Applicant(s) 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 as 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 preferential location, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.

Car Parking: The Applicant(s) /Intending Allottee(s) shall separately pay reserved/ dedicated car parking space allotted to him/her/ them, for his/ her/their exclusive use. It is made absolutely clear that reserved/ dedicated car parking space allotted to the Allottee(s) shall not form part of the common area of the said building/complex. Since the reserved/ dedicated car parking space is the integral amenity of the said Apartment, Applicant(s) /Intending Allottee(s) undertake not to sell/ transfer/ sell deal with the same independent of the said flat/ space.

Escalation: The Applicant(s) /Intending Allottee(s) shall be agree that Company may escalate the Basic Sale Price between 7% to 10%. However the Company will constrain to increase the price due to certain circumstances which is beyond control of the Company in the prevailing circumstances.

Taxes, Levies and Conveyance: i) All taxes, whether levied or to be levied in future on the land and /or on the Applicant(s) /Intending Allottee(s) shall be payable additionally in the manner and within the time as stated in the payment plan. ii) That upon receipt of full sale price and/or other dues and charges, the company shall execute and register Sale Deed/Transfer deed and/or other documents (instruments, within the reasonable time, so as to transfer the title of the said unit in favour of the Applicant. 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) 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) 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) agrees to deposit and to always keep deposited with the Company a Interest free Maintenance Deposit as describe in the price list.

Substitution of name: That the Company in its sole discretion may permit substitution or addition of the name of the nominee(s) in place of the Applicant(s) /Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.

Time to be of Essence: That timely payment of installments/ balance consideration/ security deposits/ charges shall be of essence in respect of this application. That application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/ Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/sale, as contained in this Application Form. In case the installments are delayed, the Applicant/Intending Allottee(s) shall pay interest on delayed payments @ 24% per annum compounded quarterly from 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) 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 sums, if any, paid over on 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) 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) within 44 months (forty four months) from the date of signing

of buyer agreement subject to timely payment by the Applicant(s) of sale price, stamp duty and other charge due and payable according to the Payment Plan applicable to him/her/ them or as demanded by the Company and subject to vires-majore clause. ii) In the event, of him/her/their failure to take over the possession of the unit allotted within thirty (30) days from the date of intimation offering in writing by the Company, th 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 take over by the Applicant(s) /Intending Allottee(s) iii) If the company fails to complete the construction of th said unit within the stipulated period as aforesaid then the Company shall pay to the Applicant compensatio @ 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.

14. **Applicant's/Intending Allottee(s) Covenants:** (i) That the Applicant(s)/Intending Allottee(s) have full read and understood these indicative terms and conditions and undertake to abide by the same. ii) That th Applicant(s)/Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications/ forms for the said purpose. iii) The Applicant(s) /Intending Allottee(s) agrees to sign and execute, as and when desired by the company, the standard Buyers Agreement, 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. iv) The Applicant(s) /Intending Allottee(s) has/ have applied for registration /allotment of a unit in the proposed Group Housing Complex "Express 99" being developed at Sector 99, Gurgaon, Haryana with full knowledge and subject to all laws, notifications and rules applicable to the said apartment/Building Complex. iii) Rights of Owner/Company: That the Company shall continue to elect, as before, the right to make additions, raise stores or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/ stores 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 claims 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 Fires Safety measures as per existing Fire/ Safety code regulations shall be. If, due to any subsequent legislation, Government order or directive or guidelines, or deemed necessary by the Company, any further fire safety measurers are required to be provided, the Intending Allottee(s) shall pay for the same, on pro-rata bases.

15. **Loan Facility:** (i) In case the Applicant(s)/Intending Allottee(s) 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) only. ii) In case the Allottee(s) 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 th Allottee(s), failing which he/she/they shall be governed by the provisions contained in clause No.12 supra.

16. **Other Miscellaneous Terms and Conditions:** i) Joint Applications: The Applicant(s)/Intending Allottee(s) 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) 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) 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/notice etc. sent at the first address as stated by the Applicant(s)/Intending Allottee(s) 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) shall have to strictly comply with the schedule of payment mentioned in the Application and the Applicant(s) /Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Applicant(s)/Intending Allottee(s) undertake to abide by all the laws, rules, regulations and provisions of Haryana Urban Improvement Act 1959, Building bye Laws Vinum 2000 or any other laws, as may be applicable to the said apartment/Building Complex. iii) Rights of Owner/Company: That the Company shall continue to elect, as before, the right to make additions, raise stores or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/ stores 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 claims 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 Fires Safety measures as per existing Fire/ Safety code regulations shall be. If, due to any subsequent legislation, Government order or directive or guidelines, or deemed necessary by the Company, any further fire safety measurers are required to be provided, the Intending Allottee(s) shall pay for the same, on pro-rata bases.

17. **Cancellation of Booking:** In case the Applicant(s)/Intending Allottee(s) at any time after application for allotment of unit, desire for cancellation of the intending allotment or agreement, it may be agreed in such case the deposit amount shall be refunded without any interest after deduction of Earnest Money and Applicant(s)/Intending Allottee(s) shall be left with no right, no title, of whatsoever nature on the said allotment. However in exceptional cases company may with its sole discretion to refund the booking amount after deducting the amount of marketing & administration charges.

18. **Force Majeure:** 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, 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.

19. **Arbitration/Jurisdiction:** All or any dispute out of or touching upon or in relation to the terms of this application or Apartment Buyer Agreement, shall be settled through arbitration and the validity thereof and the respective rights obligations of the Parties shall be included 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 the Company Secretary. The Applicant(s) hereby confirm that he/them shall have no objection to this appointment. The courts at 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 herein 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.