

Application No. _____

Date: _____

PERSONAL DETAILS FORM

Applicant Name

Son / Daughter / Wife of _____

Date of Birth / Incorporation _____

Communication Address _____

Permanent Address _____

Mobile _____

Telephone Landline _____

Email _____

Income Tax Permanent Act. No. _____

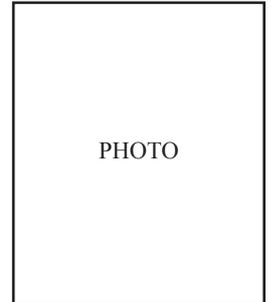
Passport No. _____

Spouse Name _____

Spouse Date of Birth _____

Anniversary Date _____

Residential Status RESIDENT INDIAN NRI PIO OTHERS



Nominee/Second Applicant Name

Son / Daughter / Wife of _____

Date of Birth / Incorporation _____

Relationship with First Applicant _____

(It is not spouse)

Mailing Address _____

Mobile _____

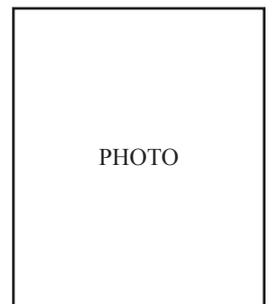
Telephone Landline _____

Email _____

Income Tax Permanent Act. No. _____

Passport No. _____

Residential Status RESIDENT INDIAN NRI PIO OTHERS



Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

Cosmic Structures Limited

Marketing Office: 702, Ocean Complex, Sector 18, Noida, U.P. – 201301.
Head Office: Plot No.:2,DDA LSC, New Rajendra Nagar, New Delhi - 110060.
www.cosmicindia.in care@cosmicindia.in

DETAILS OF UNIT REQUIRED FOR ALLOTMENT

Unit Type: PRODUCT _____ Super area of unit _____

PAYMENT PLAN OPTED

DOWN PAYMENT PLAN EASY PAYMENT PLAN INSTALLMENT PLAN MONTHLY INVESTMENT PLAN

PAYMENT DETAILS

• Basic Consideration Price	Rs. _____/-	Sq. Ft. (Super Area)
• Floor Preferential Location Charge- FPLC	Rs. _____/-	Sq. Ft. (Super Area)
• Side Preferential Location Charge- SPLC	Rs. _____/-	Sq. Ft. (Super Area)
• Corner Preferential Location Charge- CPLC	Rs. _____/-	Sq. Ft. (Super Area)
• Other charges, if any	Rs. _____/-	Sq. Ft. (Super Area)
• Parking Space Charges		
Rs. 2,50,000/= per Car for _____ nos.	Rs. _____	Total
Rs. 50,000/= per Motorbike for _____ nos.	Rs. _____	Total
• Club Membership Charges		
Rs. 50,000/= per person for _____ nos.	Rs. _____	Total
Grand Total	Rs. _____/-	

(Rupees _____ only)

DECLARATION

I / We, the Applicant(s), do hereby declare that my / our application for provisional allotment of a Unit to the company is irrevocable and that the above particulars / information / details given by me / us are true and correct and nothing 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).

Yours faithfully,

Signature of Applicant

Signature of 2nd Applicant

Date :
Place:

Date :
Place:

NOTES :

1. Cheques/Demand Draft towards consideration of the area to be made in the favour of "Cosmic Structures Limited" payable at New Delhi.
2. In case, the cheques comprising booking amount is dishonored due to any reason, the company reserves the right to cancel the booking without giving any notice to the Applicant(s).
3. All amounts received from Applicant(s) other than Resident Indian shall be from NRE / NRO / Foreign Currency account only.
4. Allotment to Non Resident and Nationals of Indian Origin (PIO) shall be subject to laws of Republic of India.
5. Applications shall be considered as incomplete if not accompanied by photographs of the applicant(s).

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

Documents to be submitted along with the Application Form

Resident of India:

- Copy (self attested) of PAN card, Address Proof, Photo Identity proof.

Partnership Firm:

- Copy of PAN card of the partnership firm
- Copy of partnership deed
- In case of one of the partners has signed the documents, an authority letter from the other partners Authorizing the said person to act on behalf of the firm

Private Limited & Limited Company:

- Copy of PAN card of the Company
- Articles of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary of the Company
- Board resolution authorizing the signatory of the Application form to buy property on behalf of the Company

Hindu Undivided Family (HUF):

- Copy of PAN card of HUF
- Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF

NRI / Foreign National of Indian Origin:

- Copy of the individual's passport (self attested)
- In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE /NRO account of the allottee.
- In case of a cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or Foreign Exchange remittance from abroad and not from the account of any third party

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

Date: _____

To

Cosmic Structures Ltd.

Plot No.2, DDA LSC, New Rajindra Nagar,
New Delhi - 110 060

Dear Sir/s,

I / We wish to register for allotment of a Space in your proposed IT / ITES project viz. "**Cosmic Corporate Park**" situated at Plot No.:10, Tech Zone, Yamuna Expressway, Greater Noida, UP, ("**The Project**") under the Down Payment Plan/ **Easy Payment Plan / Installments Payment Plan** (Tick One)

I / We hereby remit a sum of _____ / = Rupees _____
_____ Only) vide Cheque / No(s) _____
dated _____ drawn on _____
Bank in favor of "**Cosmic Structures Limited**" as the registration amount.

I / We are making this Application with the full knowledge that the plans for the building in which the Space applied for will be located, are still under process for sanctioning by the competent authority.

I / We agree that the allotment of the Space in the upcoming project "**Cosmic Corporate Park**" shall be provisional allotment only and shall become definitive/final only after the due information/intimation of the same by Cosmic Structures Limited in writing and shall be subject to the terms and conditions of allotment stipulated by **Cosmic Structures Limited** herein after "The Company".

In the event of the Company accepting my / our Application cum Registration to provisionally allot a Space, I / we agree to pay all further installments of the sale price and all other amount(s)/ charge(s) / levy(s) / dues as stipulated in the payment plan communicated along with this Application (the charges/dues etc. communicated with this application are tentative only and may be altered at the time of execution of the Unit Buyer's Agreement, which shall be executed by the company at the time of final allotment and after the sanction of building plans etc) as explained to me by the Company and fully understood and accepted by me / us.

I / We agree to execute all the documents in the standard format provided by the Company as and when necessary for the allotment of the Space in the upcoming project "Cosmic Corporate Park" and shall strictly adhere to all the terms and conditions stipulated by the Company from time to time.

I / We agree that the registration and subsequent allotment of Space is at the sole discretion of the Company and in case the Space is not allotted to me / us for any reason whatsoever, I / we shall not raise any objection or claim damages or challenge the same in the court of law and the amount deposited herein shall be refundable to me / us without any interest within 30 (Thirty) days from the date of notice regarding rejection of my / our Application.

I / We agree to execute any/all documents(s)/agreement(s) etc as may be required by the company within 03 (three days) of its/their receipt thereof, If I / We fail to execute and deliver to Cosmic Structures Limited any of the document(s) duly executed, then my / our Application shall be treated as cancelled and an amount equivalent to 20% of the total cost of the Space considered as the earnest money shall stand forfeited without any notice / reminders.

I / We have gone through the above terms and conditions and have understood them and I / we hereby record my / our acceptance thereof.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

Cosmic Structures Limited

Marketing Office: 702, Ocean Complex, Sector 18, Noida, U.P. – 201301.
Head Office: Plot No.:2,DDA LSC, New Rajendra Nagar, New Delhi - 110060.
www.cosmicindia.in care@cosmicindia.in

TERMS AND CONDITIONS

The **Cosmic Structures Limited** is a company registered under the Companies Act, 1956 having its Regd. Office is at 4A/51, Old Rajendra Nagar, New Delhi - 110060 herein after referred to as the "Developer".

And the applicant herein after jointly/severally referred to as "Investor(s)".

The expressions Developer and Investor(s) shall unless be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, legal representatives, successors and assigns.

Where in if the Investor(s) is a female, the expression 'he', 'him', himself etc. in this APPLICATION FORM shall be read and constructed as 'she', 'her', 'herself' etc. these expressions shall be modified and read suitable as 'it', 'itself' etc whenever the Investor is a joint stock company, Body corporate or Firm or any Association of persons.

And whereas the Developer is in the process of developing and constructing the project of IT/ITES office space/Other facilities called 'Cosmic Corporate Park' (hereinafter referred to as "Complex") on a piece of land measuring approx 07 (Seven) acres situated at Plot No. 10, Tech Zone, Yamuna Expressway, U.P. 201 301, India.

And whereas the Investor(s) has booked an IT/ITES Office space /facility space hereafter referred to as the "UNIT") for provisional allotment of Category Lockable Furnished / Unfurnished Divided Unit / Virtual Unit bearing in the said "Complex", on the terms and conditions of this application form as signed and submitted by the investor(s). For furnished Unit(s), list of fittings are annexed as Annexure 'C'.

And whereas the Investor(s) has confirmed to the Developer that he has purchased the above mentioned unit after clearly reading, understanding and agreeing to all the terms and conditions in this Application form.

That the Investor(s) has clearly understood his rights, duties, responsibilities and obligations under each and every clause of this Application form.

And whereas the Investor(s) has confirmed to the Developer that the Investor(s) is sufficiently acquainted with the laws, rules, notifications, etc. in general and applicable to the said complex in particular and has pursued all the documents and has satisfied himself of the terms and conditions of the development of the same as imposed by Govt. Authorities and fully understands the authority of the Developer to construct, allot, sell, lease, transfer the rights, title and interest in the said complex.

And whereas the Investor(s) acknowledges that he has verified and satisfied himself about the project/ complex and not unduly relied on/upon brochures, advertisements, representations, warranties, statements of estimates of whatsoever nature, whether written or oral made by the developer, its selling agents, brokers, employees or otherwise. The Investor(s) acknowledges and confirms that the Developer has provided all the information and clarification as required by him and that he made independent enquiries and used his best judgment and discretion and satisfied himself in all respects and that he has made the decision independent of any representations or statements of any nature whatsoever made by the Developer.

And whereas the Developer relying on the confirmations and representation made by the Investor(s) to faithfully abide by all the terms and conditions and stipulations contained in this application form, has accepted in good faith his/her application to provisionally allot the unit.

Now this Application Form witnesseth as under:

THE AREA

That the Investor(s) has hereby booked a unit for provisional allotment as mentioned above and Investor(s) understands and agrees that he/she will pay for the said Unit, the sale consideration and the additional charges/taxes/levies etc as mentioned in this application form. The Investor(s) also undertakes and assures to pay all charges/taxes levied by the concerned government authority(s) in respect of the said Unit at present or in future.

UNIT CONSIDERATION

That the Investor(s) has opted for Down Payment Plan / Easy Payment Plan / Installment Plan and has paid and/or shall pay amount(s) towards Unit sale consideration as per Annexure 'B' attached hereto. It is already explained and clarified by the developer to the investor(s) and hereby again expressly understood by the investor(s), that the amount(s) paid and/or agreed to be paid by the investor(s) under the application form is/are only the basic sale price/consideration for the said unit/space and the investor(s) hereby assures and undertakes to pay to the developer all other levy(s), charges, amount(s), taxes etc as may be applicable for the said Unit/space including but not restricted to IDC /EDC /FFC /IFMS /EEC /Service tax etc.

1. That the Investor who has opted for the Easy payment plan/Installment plan hereby assures the developer that the payment(s) as in Annexure 'B' shall be made on or before their due date.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

2. That as agreed between the parties and subject to the investor(s) fulfilling all his/her obligation(s) under this application form and timely receipt of payment(s) as per Annexure 'B' from the investor to the Developer, the Developer undertakes to do provisional allotment of the said Unit and make a fixed payment (hereinafter referred to as "Assured Return") every English calendar month to the Investor(s) hereinafter referred to as the "Assured Return Period") as per terms and conditions of this Application form and subsequent APPLICATION FORM provided the investor has not opted for one time discount in place of the assured return.
3. That subject to the investor(s) fulfilling all his/her obligation(s) as above, Developer assures the Investor(s) that they will continue to pay the Assured Return as per terms and conditions irrespective of possession of the unit being handed over to the investor(s) or not. However, if the Investor(s) has opted for Easy Payment Option, the assured return shall be payable and will increase in the same proportion as per payment(s) received by the company i.e. in the same rate and ratio as per the payments made/to be made by the investor as per payment terms in Annexure 'B'. The increased assured return payment will be applicable and made till the end of Assured Return Period only.
4. That it is agreed between the parties that in case the said unit is leased out on or before the assured return period and the lease rent for the said Unit is higher than or equal to the Assured Return then the Developer shall have no liability to pay the Assured Return to the investor(s).
5. However, in the eventuality the Lease Rent is lower than the Assured Return, the Developer shall pay the balance amount to the Investor(s) after deducting the Lease Rent from the Assured Return till the agreed Assured return period.
6. The Investor(s) hereby unconditionally authorizes the Developer to lease out the said unit on its behalf. It is agreed that in case the investor leases the said Unit on his own or takes possession of the said Unit, then the Developer shall have no liability to pay the Assured return to the investor.
7. That the Investor shall be bound to take possession of the said Unit after payment(s) of entire consideration and as per terms and conditions of this application form in the event of the Developer offering the Investor, possession of the said Unit through a written offer of possession letter at the end of assured return period.
8. That the Developer will give Assured Return by monthly cheques or transfer via NEFT / ECS to the Investor(s) in individual names of all owners / co - owners equally / proportionately and further subject to deduction of TDS as per rates described in Income Tax Act, 1961 and any other statutory deductions as per prevailing law.
9. That it is agreed between the parties that the Assured Return payable by the Developer to the investor(s) is subject to the timely payment of the balance consideration amount(s), if any, to be made by the Investor to the Developer on or before the due date and the investor fulfilling all his/her obligation(s) under application form. That it is further agreed that in case the investor(s) fails /breaches or is unable to fulfill any of his obligations under this application form, then the Developer at its sole discretion may extend the time for such payment(s) for a further period of 30 (thirty) days and accept such delayed payment(s) with an interest @ 18% thereupon or cancel the provisional booking/allotment of the investor and forfeit an amount equivalent to 20% of the total sale price/consideration for the Unit as booked by the investor(s) as liquidated damages. In case, the payment(s) are not made by the investor in the extended time, if any, then the Developer shall have the option of cancellation and forfeiture as above.

Miscellaneous

The Investor(s) shall be entitled to get the sub lease/sale deed executed in his own name or in the name of any other person so nominated by him (it is agreed between the parties that only the first transfer in respect of the said Unit to any other person than the first investor himself/herself shall be done by the Developer free of charge and all subsequent transfer(s) by the nominee(s), who would then be the investor(s) or subsequent purchaser(s) from the Investor shall be charged at the prevailing administrative fee of the developer for such transfer(s) at that time.

1. That all the expenses with respect to the execution of the sale deed/ sub-lease deed, any charges levied by Greater Noida Industrial Development Authority or any other concerned authority(s), including the expenses on stamp duty, registration fees, brokerage for lease, legal/advocate Fees etc. shall be borne by the Investor exclusively.
2. The failure of either party to insist upon strict performance of any provision of this APPLICATION FORM, to exercise any option, right or remedies, contained in this APPLICATION FORM shall not constitute a waiver or a relinquishment for the future application or such provision, option, right or remedy. No waiver by either party of any provision of this APPLICATION FORM shall be deemed to have been made unless expressed in writing and signed by such party.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

3. If any provision of this application form stands invalid or unenforceable to any extent to any person or circumstance, then the remainder of this Application Form and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective thereby and each provision of this Application Form shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable provision of this Application Form shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the invalid or unenforceable provision.
4. The present document neither tantamounts to transfer of any interest of the Developer in the said unit/space in favor of the Investor(s) nor this document shall be capable of specific performance through Court of Law. The Investor(s) shall get the title only after execution of the Sale Deed/Sub-Lease Deed in respect of such unit/space by the Developer in favour of the Investor(s) as per terms conditions of this application form.
5. The aforementioned allotment of the unit is provisional in nature and is subject to change in the unit size, location due to architectural design, plans, building stipulations, architectural control, plans and any change necessitated in the building due to circumstances prevailing at that particular point of time and Investor(s) hereby agrees and accepts the authority of the Developer for any such variation and/or change and undertake(s) to pay all additional consideration(s), taxes, levies etc in respect of the said Unit, if the size of the said Unit stand increased due to such variations. If the Unit size stands altered to be less than the Unit size agreed, then the investor(s) undertakes to accept the same, if the same is not varied by more than 20% of the size agreed upon hereunder.
6. The rates charged for the said Unit are on the basis of the super area. The Investor(s) understands that the actual covered area would be less than the super area.
7. The Investor(s) agrees that in case during the course of construction and / or after the completion of the building(s), further construction on any portion or the plot or building or on the terrace becomes possible, the Developer shall have the exclusive right to take up or complete such further construction to his exclusive use, benefit and purpose(s) without any compensation to the investor, monetary or otherwise. Notwithstanding the designation and allotment of any common areas as Limited Common Area or otherwise, it is agreed that in such a situation the proportionate share of the Investor(s) in the Common area and facilities if varied shall be acceptable to the Investor(s) without any compensation payable to the Investor(s). The investor further undertakes and assures that he shall cooperate with the developer for all development(s) in the said project (even the construction on increased FAR) and shall not cause any hindrance or interference with any development works of the developer or raise any demands/objections for the same.
8. That this Application Form records completely, the understanding reached between the parties and any other correspondences, letters, papers or documents exchanged and/or executed by the parties stand superseded and is/are invalid and not binding upon the Developer.
9. Each right, power and remedy provided for herein or now or hereafter existing by Law, in equity or otherwise shall be cumulative and the exercise or the forbearance or powers or remedies shall not preclude the simultaneous or later exercise of it by such party of any/all such other right, powers or remedies.
10. That the Investor(s) is entitled to certain built in facilities, rights and interests such as right to use common areas i.e. Atrium, Links, Passages, Staircases, Gardens & Lawns, Surface, common water storage tanks, connected electrical load etc. The investor shall also be entitled to enjoyment of common equipment such as Generators, Transformers etc. related to his unit installed in the complex for the common use of all occupiers of the units and maintained by maintenance agency, The use of the said facilities and equipments are subject to timely payment(s) of all charges/fees/levies to the maintenance/concerned agency(s) as charged by them. In case of default of payment of the maintenance and/or other charges etc., the developer/maintenance agency(s) or its nominee shall be entitled to discontinue/ disconnect the services including electricity and water to the unit apart from the right to recover the charges and damages with interest from the Investor(s) and/or from occupier of the unit through due process of Law. It is agreed that the maintenance and supervision of the said facilities shall be done by the Developer on its own and/or by any agency(s) so deputed/engaged by the developer.
11. That if the performance of this Application Form by Developer is prevented in whole or in part due to circumstances beyond his control and which could not be averted in spite of all possible endeavors and due diligence, such performance of the Developer shall be excused.
12. No one, (including any channel partner/broker/dealer or even any employee of Developer) is authorized to make any addition/deletion in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any channel partner or broker or employee of developer.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

13. The Investor(s) shall abide by all applicable Laws, complex Bye-Laws, rules and regulations as framed and provided under the relevant Laws or as provided by applicable Local Governing bodies and shall be responsible for all deviations, violations or breach of any of the conditions laid down by Statutory Authorities. The unit shall be used for the purpose as permissible by the governing Bye Laws/laws. The developer shall not be liable for the consequences of any such breach by the Investor(s). The Investor(s) also undertakes to indemnify the developer in case any damage(s) / losses / inconvenience etc is suffered by the developer due to any such act of the investor(s) and the developer may deduct any losses etc from any amount(s) payable by the developer to the investor, if any.
14. If due to any charges in the ruling / guidelines / notifications / provision(s) of any Bye-Laws of the GNIDA and/or any other concerned authority, which affects / delays the execution of sale deed/sub-lease deed for the said unit, in such a case, the Investor(s) shall be bound to abide by such changes made by GNIDA and/or any other concerned authority. In such a circumstance, where the Developer is legally forbidden to perform his obligation towards the execution of the sale deed/ sub-lease deed, the Developer shall not refund any amount to the Investor(s). The Developer and Investor(s) shall show due regard to and act their best in pursuance of the Law / Rules / Guidelines / Bye-Laws etc. related to execution of sale deed / sublease deed as applicable and in force. However, the developer shall pay to the investor(s) any compensation, if any, (proportionate to investors Unit in the Complex) so received by the developer from the concerned authority(s) due to their such action.
15. That the Investor(s) states that he has understood and accepted that all existing and new, statutory charges and other levies, rates, taxes, cess, value added tax, service tax, one time lease rent etc, demanded or imposed by the Central or State Government or any Competent Authorities (including retrospective effect) shall be payable by the Investor(s), proportionate to super area of unit or deducted by the developer and paid to the concerned authority(s) in respect of the said Unit from amount(s) to be paid by the developer to the investor(s), if any.
16. That the Investor(s) agrees and understand that if any dues/charges/taxes/fees etc., whichever is applicable on the part of the Investor(s) and the same has not been demanded by the Developer inadvertently, by mistake or for any other reason and it comes later to the notice of the Developer, then the same will be paid by the Investor(s) as and when noticed and demanded by the Developer.
17. That the Investor(s) agrees and undertakes to co-operate with the Developer in obtaining any permission from GNIDA, any local authority or any Govt. departments and shall sign all papers, forms, applications etc., as he may be called upon to do so.
18. The Investor(s) hereby indemnifies and agrees to keep Developer indemnified and harmless against any loss, damage, claim penalty, cost, whatsoever which falls on the Developer as a result of non-payment of any statutory dues, rates, taxes levies tariffs or any other charge to payable by the Investor in respect of the Unit from the date on which the application is signed by the Investor(s).
19. The parties agree that separate agreement (s) in writing and signed by both parties shall be executed during the subsistence of this Application Form, if and as and when required by the Developer for the allotment of the said Unit.
20. Notwithstanding anything contained in this Application Form or in any other document entered into by and between the parties with regard to sale and purchase of the unit/space in question, it is specifically agreed that the units which are demarcated and divided area, physical possession of the same shall be given to the Investor(s) or the Tenant, as the case may be and the units which are demarcated but undivided area and in respect of which the Investor(s) shall not be entitled to physical possession but only to virtual/symbolic/legal possession (hereinafter also referred to as 'Virtual Unit'), the physical possession will be given to the Tenant/Association of units/space investors, as the case may be subject to the terms and conditions of this application form.

It is further specifically agreed and accepted by and between the parties that:-

- a. That the Unit(s) mentioned as virtual unit(s) shall be demarcated but undivided areas of measurement are not exclusively bounded, separated, with separate lock-in etc but the said Unit would be a part of a big Unit, which would be leased out as a whole by the developer or association of investor(s) of the virtual units comprising the said big Unit and the investor(s) shall be entitled to receive proportionate share of such lease etc as per their Unit size in the said big Unit.
- b. The Investor(s) of Virtual Unit(s) shall not be entitled to claim partition or division of the said area.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

- c. For undivided area of Virtual Unit(s), only symbolic and legal possession of the unit/space shall be handed over to the Investor(s). The physical possession of the area shall be handed over either to the tenant along with other area of Big Unit or to the Association of the unit/space buyers of a particular Big Unit, if any.
- d. For undivided area of units of Virtual Unit(s), the sale deed/sub-lease deed shall be executed in respect of total area of a big Unit in favour of an association to be formed by all the units/space buyers of that particular big Unit. The investor(s) undertakes to form association with other unit/space buyers within 30 days of offer of possession (symbolic) from the developer. In the alternative, the Developer, at its discretion may execute the Sale Deed/Sub-Lease Deed for each unit/space in favour of each unit/space buyers.
- e. For lockable furnished/unfurnished divided Unit(s), the sale deed/sub-lease deed shall be executed in respect of Investor's(s) specific area on a floor in favour of Investor only.
- f. The unit/space buyer/investor(s) (both lockable and virtual) do hereby expressly and unconditionally authorizes the Developer to let out/lease/rent out his space/area individually or along with the other space(s)/area(s) of the floor/building to any prospective tenant(s). Each of the unit/space buyers, in the event of letting by the Developer for spaces taken by tenant collectively/individually, shall be entitled to receive the rent from the tenant in proportion to his/her unit/space area. It is agreed that that in case any unit/space investor(s)/buyer(s) refuses to give on lease his space/unit to any intending/prospective tenant as may be arranged by the developer for the said space(s), then the developer shall not be liable to pay the said investor any assured return and/or amount(s) for the said space of the investor from the date of such refusal. Is agreed that if no response is received within 07 days of communication from developer regarding any intending/prospective tenant, then the same shall amount to be a refusal on part of the investor(s).
- g. That in case of leasing of unfurnished office space/facility space/virtual space, if the intending lessee expresses his desire to take on lease only furnished and/or equipped space (i.e. fitted with fittings, furniture etc as may be reasonably desired by the intending lessee), then it is agreed between the parties that the expense(s) of the same shall be borne by the investor(s) only. In case, the investor(s) refuses and/or causes delay to such furnishing and/or fittings for more than 07 days from communication from the developer of such furnishing and/or fittings as may be required by the intending lessee for the said space, then the Developer shall be not be liable to pay any assured return to the investor(s). In case of investor(s) of virtual space It is further agreed that the developer is hereby fully authorized to provide the furnishings and/or fittings to the intending lessee as abovementioned and if the expense(s) of the same are not paid by the investor(s) to the Developer within 07 days of its demand by the developer, then the developer shall at its own discretion either recover the said amount(s) from the investor(s) through course of law and the said unpaid amount(s) shall stand as lien against the said Unit till recovered or shall be entitled and authorized to deduct the said expenses along with interest calculated @18%p.a (proportionate to his share) from the lease amount(s)/rent receipt(s)/assured return(s) as may be payable by the developer to the investor(s).
- h. Notwithstanding anything in this application form, it is agreed between the parties that the lease/rent etc for the Virtual Unit(s) shall be kept in an Escrow account to be maintained by an individual/corporate body/professional to be named by the Developer as Escrow (C.A/lawyer/bank), who shall distribute the rent/lease amount(s) so received by him in the Escrow account to the investor(s) of the virtual unit(s) as per their proportionate share(s) every month. The said Escrow fee(s) as applicable shall be paid by the investor(s) only. The investor(s) of the Virtual Unit/Space hereby unconditionally authorize the said Escrow to first adjust the fee(s) payable to him/them from the amount(s) in the Escrow account and then distribute the remaining rent/lease amount(s) to the investor(s) as per their proportionate share.
- i. It is agreed between the parties that all amount(s) payable by the developer to the investor(s) shall be subject to deduction of T.D.S, service tax and any other statutory taxes / levy(s) / charges as may be applicable.

ARBITRATION

- a) That any dispute arising out of any clause of this Application Form shall be referred to the sole arbitration of an Arbitrator to be nominated by the Developer whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at New Delhi.
- b) Two copies in original of this Application Form have been prepared, one to be retained by the Developer and other to be retained by the Investor(s).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS APPLICATION FORM AT DELHI ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN AFTER FULLY UNDERSTANDING AND ADMITTING THE CONTENTS THEREOF, IN THEIR SOUND MIND, GOOD HEALTH, WITHOUT ANY FORCE, FRAUD, COERCION, PRESSURE BUT OUT OF THEIR OWN FREE WILL, IN THE PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE ALSO SIGNED BEFORE EACH OTHER.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

ANNEXURE 'B'

PAYMENT PLAN

DOWN PAYMENT PLAN:

That the Investor(s) shall pay 10% of the total sale consideration in Cash alongwith the application form.

That the Investor(s) shall further pay the balance 90% within 45 days in Cash as remaining consideration for the said Unit from the date of making the first payment.

The Investor(s) hereby assures and undertakes to further pay to the developer all charge(s)/levy(s) etc including IFMS /EEC /FFC /PLC /EDC /IDC etc. as may be applicable to the said Unit.

EASY PAYMENT PLAN:

That the Investor(s) shall pay 10% of the total sale consideration in Cash along with the application form.

That the Investor(s) shall pay another 40% of the total sale consideration within 30 days of submitting this Application Form.

That the Investor(s) undertakes and assures to further pay another 25% of the total sale consideration to the Developer as additional part consideration for the said Unit within 365 days of the date of the first payment by the Investor to the developer.

That the Investor(s) undertakes and assures to further pay to the developer balance sum of 25% of the total sale consideration as balance consideration for the said Unit within 730 days of the date of the first payment by the Investor to the developer.

The Investor(s) hereby assures and undertakes to further pay to the developer all charge(s)/levy(s) etc including IFMS/ EEC/ FFC/ PLC/ EDC/ IDC etc. as may be applicable to the said Unit.

INSTALLMENT PLAN:

That the Investor(s) shall pay 10% of the total sale consideration in Cash alongwith the application form.

That the Investor(s) undertakes and assures to pay to the developer the balance consideration and other charges/levy(s) etc for the said Unit as under:

1. 15% of the Unit consideration within 30 days of the first payment by the Investor(s) to the Developer.
2. 10% of the Unit consideration + 50% of PLC (if any) at the time of excavation.
3. 10% of the Unit consideration on completion of ground roof.
4. 10% of the Unit consideration + 50% of PLC (if any) on completion of first floor roof.
5. 10% of the Unit consideration on completion of third floor roof.
6. 10% of the Unit consideration on completion of fifth floor roof.
7. 5% of the Unit consideration on completion of seventh floor roof.
8. 5% of the Unit consideration on completion of top floor slab.
9. 5% of the Unit consideration on completion of flooring of the said Unit.
10. 5% of the Unit consideration at the time of possession.

The Investor(s) hereby assures and undertakes to further pay to the developer all charge(s)/levy(s) etc including IFMS/ EEC/ FFC/ PLC/ EDC/ IDC etc. as may be applicable to the said Unit.

MONTHLY INVESTMENT PLAN: (APPLICABLE FOR 600 Sq. Ft. & ABOVE UNITS)

That the Investor(s) shall pay 10% of the total sale consideration in Cash along with the application form.

That the Investor(s) shall pay the balance 90% of the total sale consideration through 50 equal monthly interest free post dated cheques at the time of submitting the application form.

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

ANNEXURE 'C'

That this has been further agreed between both the parties that in the fully furnished option the following fixtures and fittings will be placed and installed before the possession is handed over to the investor or any lessee:

1. Energy Efficient Air Conditioner
2. IP Based KTS System
3. Director's Table
4. Director's Ergonomical Chair
5. Specially Designed Visitor Chairs
6. Modular Staff Workstations
7. Specially Designed Staff Chairs
8. Designer's Light
9. Indoor Plants/ Bonsai
10. Modular Filing Cabinet
11. Closed Glass Cabin
12. Vitrified Flooring
13. Rare Paintings
14. Portable LED Table Lamp
15. Spacious Book Shelf
16. Ornamental False Ceilings
17. Digital Cordless Phones
18. Cordless Electric Kettle
19. Fine Bone China Crockery
20. Filtered Water Supply
21. Fridge
22. Sitting Lounge (Sofa-cum-Bed)
23. Branded UPS
24. Branded Monitor & Key Board, CPU or All in one PC
25. Scanner
26. Fax
27. Laptop with Intel Core Processor
28. Personal Computer Advanced Printer System

- Item numbers 01 to 17 are available in Professional Office
- Item numbers 01 to 22 are available in Corporate Studio
- Item numbers 01 to 28 are available in Executive Office of 500 sq. ft or above
- The above items are only applicable in fully furnished units

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)

Cosmic Structures Limited

Marketing Office: 702, Ocean Complex, Sector 18, Noida, U.P. – 201301.
Head Office: Plot No.:2,DDA LSC, New Rajendra Nagar, New Delhi - 110060.
www.cosmicindia.in care@cosmicindia.in

FOR OFFICE USE ONLY

**Application
Accepted / Rejected**

Registration of Unit

Unit No. _____

Super area of unit. _____

Floor _____

Parking Space(s) No. _____

UNIT PRICE

- Basic Price Rs. _____/- Sq. Ft. (Super Area)
- Floor Preferential Location Charge (FPLC) Rs. _____/- Sq. Ft. (Super Area)
- Side Preferential Location Charge (SPLC) Rs. _____/- Sq. Ft. (Super Area)
- Corner Preferential Location Charge (CPLC) Rs. _____/- Sq. Ft. (Super Area)
- Parking Space Charges Rs. _____/- Total.
- Payment Plan DOWN PAYMENT PLAN EASY PAYMENT PLAN INSTALLMENT PLAN
- Mode of Booking; Channel Partner Associate (CPA)/ other _____

CHANNEL PARTNER ASSOCIATES DETAILS

Name _____

Address _____

Tele. No. _____

Channel Partner Associate's Seal

- Special Instructions/Remarks _____

Signature of Applicant

Signature of Nominee/2nd Applicant (if any)