



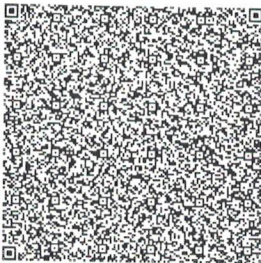
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL86266806611373Q
Certificate Issued Date	: 04-Oct-2018 05:37 PM
Account Reference	: IMPACC (IV)/ dl775803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77580377133317419541Q
Purchased by	: COSMOS INFRA ENGINEERING INDIA PVT LTD .
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: COSMOS INFRA ENGINEERING INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: COSMOS INFRA ENGINEERING INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



Please write or type below this line.....

AFFIDAVIT

AFFIDAVIT OF MR. PRANAV MITTAL, PROMOTER OF THE PROPOSED PROJECT / COSMOS GREENS, BHIWADI, DULY AUTHORIZED BY THE PROMOTER OF THE PROPOSED PROJECT VIDE AUTHORIZATION DATED 07/08/2018.

For Cosmos Infra Engineering (India) Pvt. Ltd.

ATTESTED
BY JAIPUR (INDIA)

Director



Affidavit

I, Pranav Mittal Son of Shri Vinod Mittal aged 28 years R/o Rishi Apartment, 4 Battery Lane, Civil Lines, Delhi-110054, duly authorized by promoter of the project do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project **"Lotus-Cosmos Greens"** Situated at Khasra No. Khanpur : 820 / 525, 522, 523, 524, 527. Saidpur : 522, 527, 534, 535, 543, 544, 546, 547, 548 & 549, 633 / 518, 519, 520, 521, 536, 649 / 537, 651 / 538, 653 / 542, 550, 551 Village Khanpur and Saidpur, SH 25 Alwar Bypass Road, Bhiwadi, Tijara, Alwar, Rajasthan-301019 under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.

Deponent

Verification

I, Pranav Mittal Son of Shri Vinod Mittal aged 28 years R/o Rishi Apartment, 4 Battery Lane, Civil Lines, Delhi-110054 do hereby that the contents in para No.1 to 4 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Delhi on this 5th day of October 2018.

For Cosmos Infra Engineering (India) Pvt. Ltd.

ATTESTED

Deponent



Date : ____ / ____ / ____

**Subject : Allotment of Residential Apartment in our Project named as "LOTUS - COSMOS GREENS" At
VILLAGE SAIDPUR, ALWAR BYE PASS ROAD, BHIWADI, DISTT - ALWAR (RAJASTHAN) .**

Dear Sir/Madam,

In reference to your application dated _____ for allotment of a Residential Apartment in our aforesaid project at **VILLAGE SAIDPUR, ALWAR BYE PASS ROAD, BHIWADI, DISTT - ALWAR (RAJASTHAN) .**

We are pleased to inform you that your application / offer has been accepted by the Company and a Residential Apartment is allotted to you in our aforesaid project, subject to the terms and conditions mentioned in your above referred application and description of the same is as under:-

Flat No : _____

Floor : _____

Name of Block / Tower : _____

Super Area : _____

Accommodation : _____

The location and super area of said apartment is tentative and is subject to change if any.

Please note that your application, as referred above, has been construed as express acceptance of all the terms and conditions, as stipulated in the Application Form. In addition to that you shall also execute the 'Apartment Buyers Agreement regarding the above-allotted Residential Apartment for acceptance and confirmation of the same. The commercial terms and conditions has supplied along with our 'Application Form' and allotment of the aforesaid Residential Apartment is subject to the terms and conditions, as contained in the Application Form, which expressly envisage entering into an 'Apartment Buyers Agreement ' within the stipulated time.

Thanking You.

For COSMOS INFRA ENGINEERING (INDIA) PVT. LTD.

For Cosmos Infra Engineering (India) Pvt. Ltd.

(Authorized Signatory)

Director

Cosmos Infra Engineering (India) Private Limited

(Formerly known as Cosmos Infra Engineering (India) Limited)

CORPORATE OFFICE : 5 A, C, D, 5th Floor, Vandhna Building, 11 Tolstoy Marg, New Delhi -110 001 Ph: + 91 11 23463500 , Fax: + 91-11-23463501

REGISTERED OFFICE : Rishi Apartment, 4 Battery Lane, Rajpur Road, Civil Lines, Delhi- 110 054

E-mail : customersupport@cosmosinfra.com, **Website** : www.cosmosinfra.com , **CIN No.** : U70101DL1986PTC022930

Agreement for Sale

Affix Color
Photograph
of Allottee/
First
Allottee
With
Signature
across the
Photograph

Affix Color
Photograph
of the
Authorized
signatory of
Promoter
With
Signature
across the
Photograph

This Agreement for Sub Lease, hereinafter referred to as the Agreement, is executed on this ____ day of ____, 20__ at New Delhi.

By and Between

M/s COSMOS INFRA ENGINEERING (INDIA) PRIVATE LIMITED (CIN No. U70101DL1986PTC022930) a company incorporated under the provisions of the Companies Act, 1956 / 2013 and having its registered office at 4, Battery Lane, Rajpur Road, Civil Lines, Delhi -110 054, and its corporate office at 5 A, C, D, 5th Floor, Vandhna Building, 11 Tolstoy Marg, New Delhi - 110001 and its PAN # is AAACC0017C represented by its authorized signatory _____ (Aadhar No. _____) authorized vide board resolution dated ____ / ____ / 20__ hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

Mr. _____ S/o Mr. _____ aged about ____ years, R/o _____ (Aadhar No. _____) (PAN # - _____) (hereinafter singly / jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS / DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "Para" means a Para of this Agreement;
 - (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (f) "Regulation" means the Regulation made under the Act;
 - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (h) "Schedule" means the Schedule attached to this Agreement; and
 - (i) "Section" means the section of the Act.

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

Authorized Signatory

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- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of the acquired land (total admeasuring 129674 Sq. Mtrs), out of which, land admeasuring 54814 Sq. Mtrs. situated in Village Saidpur, Bhiwadi, Tehsil Tijara, Distt. Alwar, Rajasthan comprised in Khasra No. 522, 527, 534, 535, 543, 544, 546, 547, 548 & 549 acquired on lease for 99 years from the State of Rajasthan vide Lease Deed dated 30.03.2007, Land admeasuring 8200 Sq. Mtrs situated in village Saidpur, Halka-Bhiwadi, Tehsil Tijara, Distt Alwar, Rajasthan comprised in Khasra No. 545 acquired on lease for 99 years from the State of Rajasthan vide Lease Deed dated 03.12.2009 and Land admeasuring 66660 Sq. Mtrs. Situated in village Khanpur, Saidpur, Bhiwadi, Tehsil Tijara, Distt. Alwar, Rajasthan comprised in Khasra No. 820 / 525, 522, 523, 524, 527 and Village Saidpur Tehsil Tijara, Distt. Alwar, Rajasthan comprised in Khasra No. 633 / 518, 519, 520, 521, 536, 649 / 537, 651 / 538, 653 / 542, 550, 551 acquired on lease for 99 years from the State of Rajasthan vide Lease Deed dated 21.08.2013 for development / setting up of Group Housing Complex thereon in revenue estate of village – Saidpur, Tehsil - Tijara, City Bhiwadi, District Alwar, Rajasthan.
- B. The Promoter and M/s Innovative Colonisers Pvt. Ltd. have legal title to the Land with legally valid documents and are lawful owner of the land. The Land was allotted on Lease of 99 years (Perpetual Lease) by Rajasthan Government. through Lease-deeds mentioned below in the names of promoter and M/s Innovative Colonisers Pvt. Ltd.

LEASE DEED DATED	REGISTRATION DATED	SUB REGISTRAR OFFICE	BOOK NUMBER	VOLUME NUMBER	PAGE NUMBER	SERIAL NUMBER	AREA (in Sq. Mtr)	NAME
30.03.2007	30.03.2007	Bhiwadi	1	255	173	2007001573	54814	Innovative Colonisers Pvt. Ltd. & Cosmos Infra Engineering (India) Ltd
03.12.2009	17.02.2010	Bhiwadi	1	317	12	2010000412	8200	Innovative Colonisers Pvt. Ltd.
21.08.2013	04.09.2013	Bhiwadi	1	418	22	2013004422	66660	Innovative Colonisers Pvt. Ltd. & Cosmos Infra Engineering (India) Ltd
Total Area							129674	

- C. The project is developed in various phases and out of the said land 12000.79 sq. mtr. is earmarked for the purpose of Residential Group Housing project, comprising 700 units multi - storied apartment buildings and in Stilt + 14 structure and the present phase will be known as **"LOTUS – COSMOS GREENS"**
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Office of the Bhiwadi Industrial Development Authority(BIDA), Bhiwadi has granted the commencement certificate to develop the Project vide its approval Memo No. _____
- F. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under
LIC HOUSING FINANCE LIMITED against sanctioned Term Loan of INR 80 Crs.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **"LOTUS – COSMOS GREENS"**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments / buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 12000.79 square meters and latitude & longitude of the end points of the Project location details are fully described in the *Schedule-1*.

For Cosmos-Infra-Engineering (India) Pvt. Ltd.



Director

H. The Project has been registered with the Real Estate Regulatory Authority on _____ and the Project Registration Certificate No. is _____. This registration is valid upto _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (<http://rera.rajasthan.gov.in>) of the Authority.

I. The layout plan / site plan of the whole Project COSMOS GREENS has been sanctioned vide Letter # _____ dated _____ by the BIDA, Bhiwadi. and copy of which is enclosed as *Schedule-2*.

J. Approval of specifications of the Project and permission of building construction above 40 meters' height (14 floor) under the relevant legal provisions has been accorded by the BIDA, Bhiwadi. Whereas the approval of height above 40 meters has been obtained from Government of Rajasthan.

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

K. The details of Floor plan of the Apartment No _____ and for tower / block of the Project is given in *Schedule-3*.

L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

Fire-Fighting Facilities	As per the architect drawing
Water Facilities	As per the architect drawing
Emergency Evacuation Services	As per the architect drawing
Use Of Renewable Energy	Not Applicable

M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

Kids Play Zone, CCTV security, Green Landscape

N. The details of other external development work to be taken for the Project as per government directions.

O. The details of specifications of material used in construction are as under :-

Cement	ISI PPC/OPC Cement of reputed brand
Steel	Fe 415 / 500 TMT ribbed steel of reputed brand
Bricks	Mud or Natural Bricks/ Flyash Bricks
Concrete	Stone dust, Grit/Coarse sand and fine sand etc.
Electrification	Wires, Switches etc.

P. The stage wise time-schedule of completion of the Project / Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above - mentioned internal / external development works is as under:-

Stage	Date by which the works are proposed to be complete	Details of works to be completed
1	April-19	Start of construction
2	July-19	1 st Floor Slab
3	May-20	5 th Floor Slab
4	March-21	10 th Floor Slab
5	Jan-22	14 th Floor Slab
6	Feb-22	Tile Flooring
7	April-22	Internal Paint work
8	August-22	External Paint work
9	October-22	Outer Development

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

- Q. Fire NOC for the Project has been accorded via letter no. 594 dated 10.05.2018
- R. The Airport Authority of India has also granted NOC - Not Applicable.
- S. Environmental Clearance from the department concerned has been obtained for the Project vide letter No. 21 – 56 / 2008 IA.III dated August 12, 2008 and revised vide letter no. F 1 (4) SEIAA / SEAC - RAJ / SECTT / PROJECT / Cat.1(a).B1 (1103) / 14 - 15, Jaipur, Dated June 20, 2016
- T. Public Health & Engineering Department has also given NOC for developing the Project: NOT APPLICABLE
- U. The Promoter has opened a separate bank account in Branch of HDFC Bank, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110001 for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and / or on visiting the model of the Apartment / Building, has applied for allotment and to purchase an Apartment / Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated ____ / ____ / _____. The allottee(s) has also deposited a sum of Rs _____ (Rupees _____ Only) as an advance payment/ booking amount including application fee (not being more than 10 % of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- W. The Allottee has applied for an apartment in the Project vide application dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____ BHK, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage / covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.
- Note: Garage includes covered car parking/basement car parking/stilt car parking.
- X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- Y. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking (if applicable) as specified in para V.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'W'
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. _____/- (Rupees _____ only) ("Total Price")
(Give break-up and description):-

Building / _____ Tower no: _____ Type: _____ BHK Floor: _____	Apartment no: _____	Rate of Apartment per square feet* INR _____
TOTAL PRICE (in Rupees): Rs. _____/- (Rupees _____ only) Excluding Applicable taxes as per prevailing rates, viz GST / VAT / WCT, etc.		

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

Garage/ covered parking-1 : _____	Price for 1 (in Rs.) : _____
Garage/ covered parking-2 : _____	Price for 2(in Rs.) : _____
Total price (in Rupees) : _____	

Explanation :

- (i) The Total Price above includes the booking amount of Rs. _____/- (Rupees _____ Only) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'W'.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Customer / Promoter by way of, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Customer / Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the Allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the occupancy certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes price of land, preferential location charges (PLC), if any, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project but excluding any taxes, cost of providing electric connection charges or electrical connectivity to the Apartment.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby 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. 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:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of INR _____ (Rupees _____ Only) (not being more than 10 % of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. _____ (Rupees _____ Only) of the total price strictly in accordance with the payment plan opted by the Allottee(s)

For Gosmes Infra Engineering (India) Pvt. Ltd.



Director

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs. (without Taxes)	Period Within which the installment amount is to be paid by the allottee

Note:- Payment plan will be as per the mutual discussion between the parties

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ without the previous written consent of the Allottee(s) as per the provisions of the Act:
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate/occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership / sub lessee rights of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership / sub lessee rights and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the occupancy certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, preferential location charges (PLC), if any, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project; but excluding any taxes, cost of providing electric connection charges or electrical connectivity to the Apartment.
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is stated that the project herein developed by the Promotor is one of the phase though developed as an independent project and will be counted as a single project only. It is agreed by the Allottee that while construction of other phases taken up, the Allottee shall have no objection to the same. The Allottee is fully aware that during the course of construction there may be some unavoidable inconvenience to the residents who will shift into the complex prior to the completion of construction of the whole Project, however

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

the Promoter shall take all measures to keep the inconvenience, if any caused at minimum level. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project. The amenities will also be completed in phases only.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of INR _____ (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No.1.5 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

Provided also that timely payment by allottee as per the payment plan is the essence of the contract. No claim shall lie against the Promoter in case there is delay in payment as per original payment schedule and the Promoter reserves the rights to cancel the allotment of the unit and forfeit 10 % of the total cost of the unit plus interest, expenses and taxes, in case any payment as per the payment plan is not made by the allottee to the promoter as per the terms of this agreement.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.5 above only through demand draft(s) or through pay orders or A/c payee cheques issued by/drawn in favor of "**Cosmos Infra Engineering (India) Private Limited, LICHFL Escrow Account**" payable at **Delhi / New Delhi**. The reverse of each cheque shall record the number of the Unit and name of the Allottee. For all payments, the date of clearance of the demand draft / pay order / cheque shall be taken as the date of payment. The dishonor of the demand draft / pay order/cheque for any reason shall entitle the Promoter to charge from the Allottee an additional amount as per bank charges and **towards administrative handling charges**.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and

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comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT / APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment/, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment of** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on October 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature or any other act beyond the control of the Promoter effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ , to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of h certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ , as the case may be, to the Allottee at the time of conveyance of the same.

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7.3 **Failure of Allottee to take possession of Apartment-**Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate.

7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 10% of the total cost of the unit plus interest, expenses and taxes. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within Forty-five (45) days from the realisation of the sale proceeds from the new buyer of the particular unit

7.6 **Compensation –** The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ , with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, except as disclosed in this agreement.
- (iv) There is no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.

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- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the occupancy certificate has been issued and possession of the Apartment/ along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely:-
- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ , which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for one consecutive demand made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond one consecutive month after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities, expenses and taxes and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the formation of Maintenance Society or 30 days from the date of giving due notice to the allottees to form Maintenance Society or taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the occupancy certificate of the Project. The cost of such maintenance of 30 days has been included in the Total Price of the Apartment.

It is clarified by the Promoter and Allottee(s) has also agreed that, in the absence of formation of RWA or till the date RWA does not take the responsibility of the Project, the below clauses will be applicable:

- 11.1 That the Promoter may install additional equipments for power back-up facility common to all units in the project at additional installation cost to the Allottee as per the requirement of the Allottee to be informed to the promotor six months before the date of proposed possession, it is, however, agreed and accepted by the Allottee herein that the availability of the said power back-up facility shall be subject to payment of additional cost as may be determined by the Promoter and regular payment of charges towards the said facility. Further it is agreed by the Allottee that the said power back-up facility is an additional feature and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Promoter in the event of default on part of the maintenance Agency/Associates of owners/any other company or body providing the same, to continue to provide the same.

It is also agreed by the Allottee that in the event the Allottee requires any further power back-up for its appliances/equipments, the Allottee at its liberty may install appropriate stabilizers/inverters/ Uninterrupted power supply, etc. within the unit. It is agreed by the Allottees that the said power back-up facility shall be usage based and the Allottees shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance agency in providing the same. That the Allottee herein agrees and accepts that the Allottee shall not claim any loss or damage, whether direct or consequential, from the Promoter/ maintenance agency, in the event of low voltage, low frequency, inconsistent of non-availability of the same for reason beyond the control of the Promoter/ maintenance agency providing the same.

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- 11.2 That the Project is to be maintained by the maintenance agency nominated/appointed by the Promoter. The Allottee agrees to enter into a Standard Maintenance Agreement with the nominated maintenance agency and to pay the maintenance bills/demands properly and regularly. The Allottee agrees to pay yearly advance payment of maintenance charges of the Unit allotted as per the demand by the maintenance agency / society before taking over of the possession of the unit. The maintenance agency shall also be at liberty to withdraw utilities and facilities like water supply, generator power, Garbage collection, etc. till the outstanding dues including interest, if any, are cleared.

That the Allottee shall before possession of the Unit deposit with the maintenance agency, an interest free maintenance security (IFMS) payable at the time of possession as per Maintenance Agreement and calculated at Rs. _____ as security

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect relating to structure in workmanship, quality or promised provision of services commensurate to the cost of construction of Apartment or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:-

The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. **GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. Without prejudice to the generality of the above, the Allottee agrees and undertakes that the Allottee shall not do or permit to be done, any of the following acts:-

- 15.1 To do anything in or about the said Unit which may cause or tend to cause damage to any flooring or ceiling or any part of the Unit or any Unit above/below or adjacent to Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- 15.2 To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas even if the entire floor/floors in any part of the Project are occupied by the Allottee.

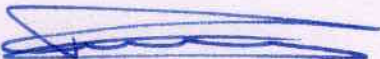
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- 15.3 It is hereby clarified that the Allottee of any Unit of any tower in the Project shall not have exclusive right over the lawn or any open space (or any other Common Area), except where it is attached to the Allottee's Unit, specially earmarked with the unit area..
- 15.4 To enclose the balconies or any other open areas forming a part of the Unit, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Unit.
- 15.5 To make any alterations in any elevations and outside colour scheme of the expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Unit which in the opinion of Promoter differ from the colour scheme of the Project. It is hereby clarified that while the Allottee shall be free to decide on the interiors and the colour scheme thereof, the Allottee shall not change the colour and facade of exterior of the Unit as specified hereinbefore.
- 15.6 To put up any name or signboard, publicity or advertisement material outside the Unit or anywhere in the common areas without prior permission of the Promoter or their nominees in writing.
- 15.7 To cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project.
- 15.8 The Allottee shall at the Allottee's own cost keep the said Unit in good and tenable condition, and repair and maintain the same properly. The Allottee shall also keep the inside of the Unit in a neat, clean and tidy condition. The Allottee will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags,
- 15.9 To do, nor permit or suffer anything to be done in any manner to any part of the building, the staircase, lifts, shafts and common passages, compound or in which would expose the Project to any kind of risk or loss, whether physical, legal or otherwise be unbecoming of a building complex of the nature of the Project.
- 15.10 To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs/concrete or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed / maintained.
- 15.11 To divide or sub-divide the Unit in any manner, which is at all times required to remain a single family Unit.
- 15.12 Store/stock/bring into/keep in the said Unit any goods/ material/fluid/chemical/substance of explosive/hazardous/ combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Allottee's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring Units, and/or the assets of the other occupants or the equipments in the Project.
- 15.13 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.14 The Allottee(s) shall have no right of ownership in the common areas in the project and the Allottee(s) or any other person(s) claiming through him/her/them shall not be entitled to bring any action or claim for partition or division of the said areas and facilities or any part thereof in any manner whatsoever. The Allottee(s) shall have only the common right of ingress/egress over or in respect of open spaces and or of the common areas in project, such as, park, playground, etc.
- 15.15 The Allottee irrevocably agrees to abide by all rules and regulations framed or to be framed from time to time by the Promoter or the maintenance agency and generally do all and every act that Promoter may call upon the Allottee to do in the interest of the building and/or the project and the Allottee(s) of other units in the Building and/or the said project.
- 15.16 That the Promoter shall have the first charge and lien on the Unit to be acquired by the Allottee in respect of any amount liable to be paid by the Allottee under the terms and conditions of this

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Agreement and the maintenance agreement and the Allottee shall not sublet, transfer, assign, sell, part with possession or in any way dispose off the Unit or his interest therein or there under or get the name of his nominee substituted in his place without the prior written consent of the Promoter, who may at its sole discretion permit the same on such conditions as it may deem fit including payment of administrative / other charges. In case the Allottee sells his/her rights to any other party and apply for the transfer of the Unit in favour of the purchaser, the promoter will charge 2 % of the total cost of the unit as Transfer Charges and in case of Transfer after execution of conveyance deed / Sub-Lease Deed, it charge an amount of Rs. 10,000 as Administrative Charges + Taxes (as applicable).

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment/ with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment / Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment / Building.

19. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Bhiwadi as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and the money paid by the Allottee will be refunded in the manner as provided in this Agreement.

20. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Building, as the case may be.

21. **RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.
It is made clear to the Allottee that if he demands for any amendment/modification in the documents regarding name, address, removal or addition of applicant or co-applicant, it shall attract charges of Rs. 5,000 plus GST as documentation and admin fees along with application.

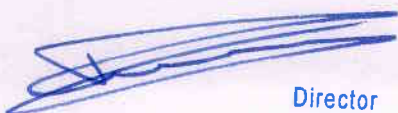
22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/ and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ , in case of a transfer, as the said obligations go along with the Apartment/ for all intents and purposes.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ bears to the total carpet area of all the Apartments/s in the Project.

26. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Delhi - after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bhiwadi. Hence this Agreement shall be deemed to have been executed at Delhi.

28. **NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

M/s Cosmos Infra Engineering (India) Private Limited	_____
5 A, C, D, 5 th Floor, Vandhna Building, 11 Tolstoy Marg, New Delhi – 110 001	_____

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

31. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. **DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

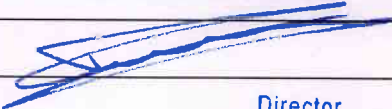
(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at _____ in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on
.....

Passport size photograph with signature across the photograph (First- Allottee)	Passport size Photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at
..... On

PROMOTER For and on behalf of M/s
Name For Cosmos Infra Engineering (India) Pvt. Ltd.
Signature 
Designation Director

WITNESSES
1- Signature
Name
Address & Ph #
2- Signature
Name
Address & Ph #

For Cosmos Infra Engineering (India) Pvt. Ltd.


Director

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

Name of Revenue Village and Tehsil	Khasra No.	Area (in Sq. meters)
Village Saidpur situated in Tehsil Tijara, District Alwar, State Rajasthan	KHANPUR : 820 / 525, 522, 523, 524, 527. SAIDPUR : 522, 527, 534, 535, 543, 544, 546, 547, 548 & 549, 545, 633 / 518, 519, 520, 521, 536, 649 / 537, 651 / 538, 653 / 542, 550, 551	12000.79

2- The piece and parcel of the of land in site is bounded on the :-

North : Krish Infrastructure
South : Housing Board Colony
East : Cosmos Greens
West : Other Land

3- Latitude/ Longitude of the end points of the Project

Longitude	Latitude
28.1945171707044	76.8175911541444
28.19419094354120	76.81742485718550
28.19371814878390	76.81843336777510
28.19361886161920	76.81859966473400
28.19369450899110	76.81864794449630
28.19358576587710	76.81888397888960
28.19379379608560	76.81896444516000
28.19388835513750	76.81896444516000
28.19404910533360	76.81879814820110
28.19413420828080	76.81876596169290
28.19435169328230	76.81881960587320
28.19451717070440	76.81884106354530
28.19466846412320	76.81873913960280
28.19482921314610	76.81866403775040
28.19453135447150	76.81851919846360
28.19475829448930	76.81804712967690
28.19435169328230	76.81785401062790

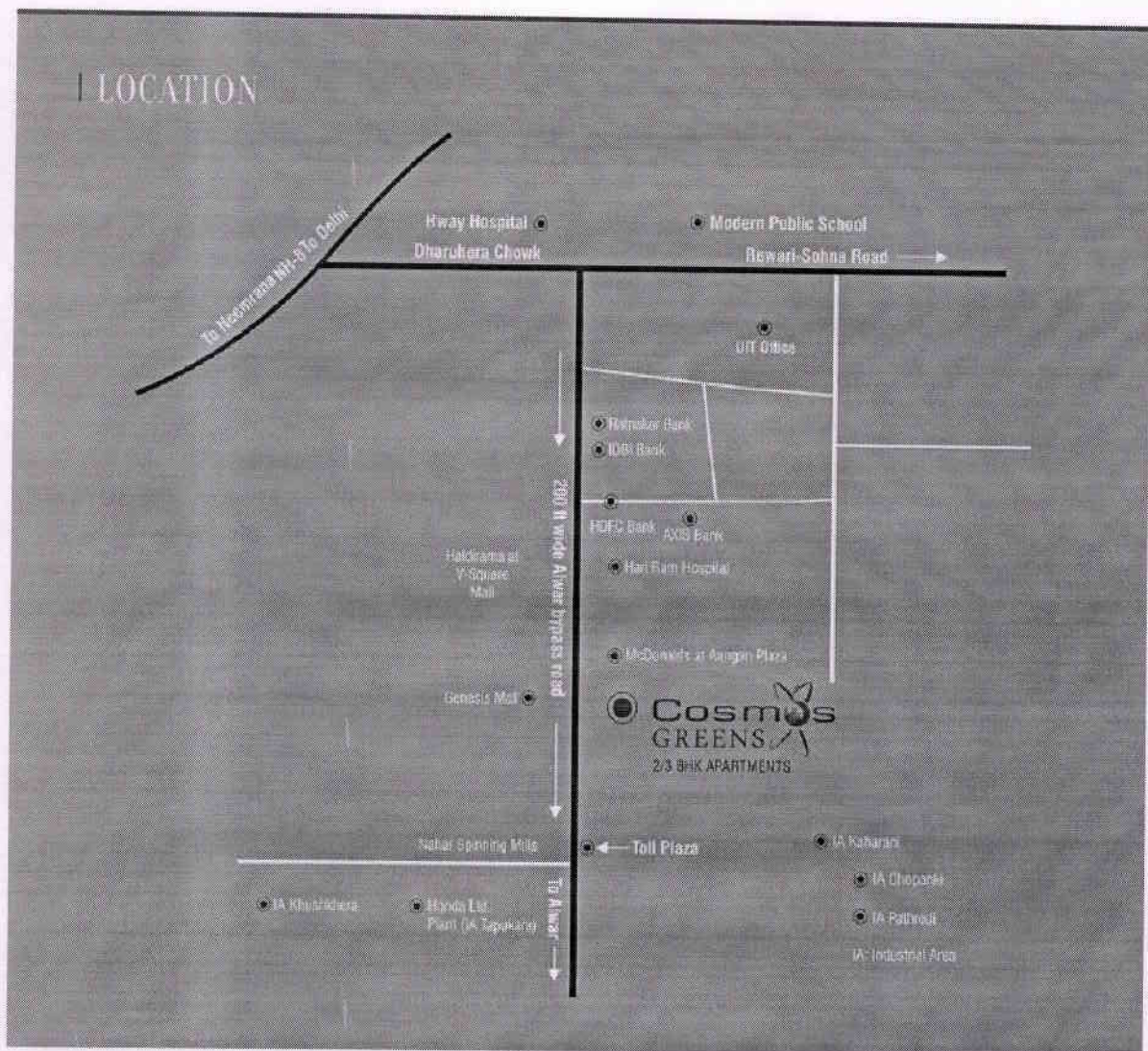
For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

Authorized Signature

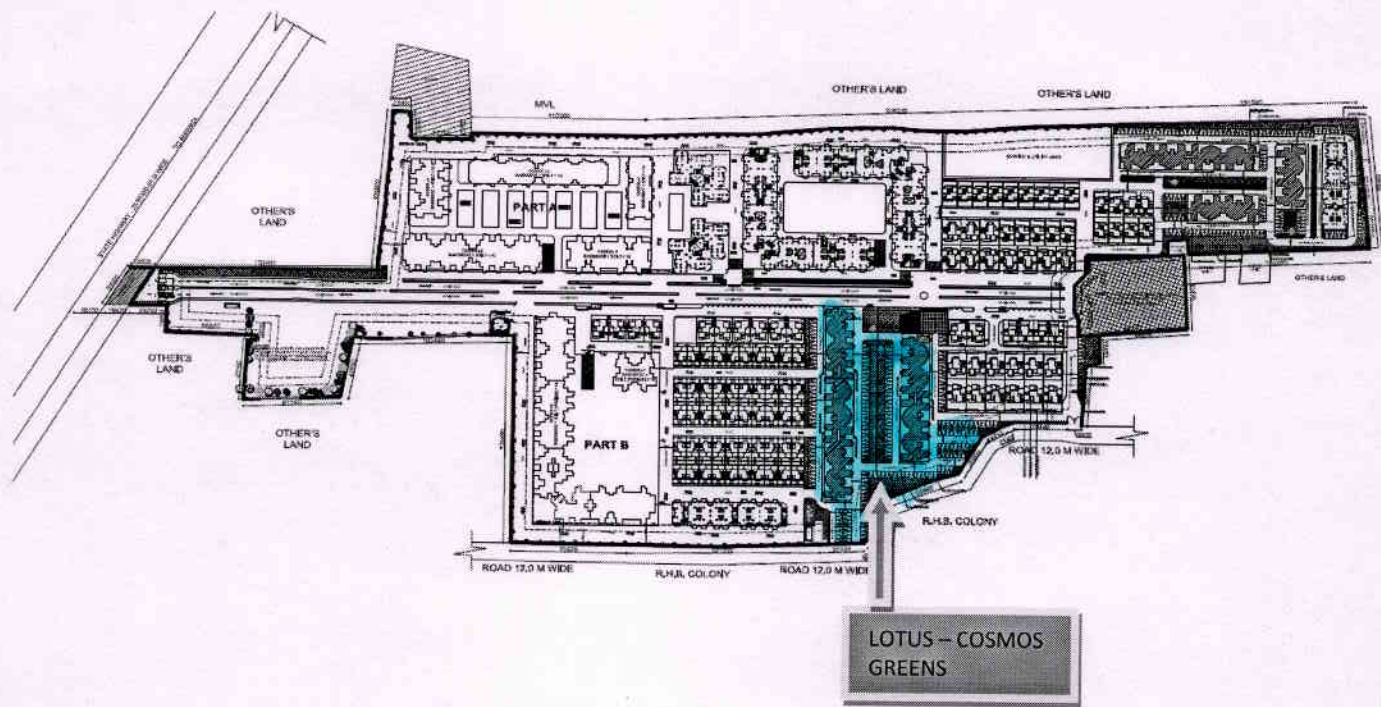
4- Other details of the location of the Project 5- Location Map



For Cosmos Infra Engineering (India) Pvt. Ltd.

Director

SCHEDULE-2
(Lay-out Plan of the Project)



For Cosmos Infra Engineering (India) Pvt. Ltd.


Director

Authorized Signature

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

SCHEDULE-4

[Description of the Apartment/ and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

For Cosmos **Infra Engineering (India) Pvt. Ltd.**



Director

SCHEDULE-5

Standard Specifications

	LIVING ROOM	ALL BED ROOM	KITCHEN	TOILET	BALCONY
FLOORING	Vitrified tiles	Vitrified tiles	Ceramic tiles	Ceramic tiles	Ceramic tiles
WALL FINISHING	Oil Bound Distemper (OBD)	Oil Bound Distemper (OBD)	2 ft. Ceramic tiles above platform & Oil Bound Distemper (OBD)	Ceramic tiles up-to 4 ft. / 7 ft. & Oil Bound Distemper (OBD)	---
CEILING FINISH	Oil Bound Distemper (OBD)	Oil Bound Distemper (OBD)	Oil Bound Distemper (OBD)	Gypsum Fall Ceiling	---
DOORS	Flush Door	Flush Door	---	Flush Door	---
WINDOWS / GLAZING	Hard Wood / Mild Steel	Hard Wood / Mild Steel	Hard Wood / Mild Steel	Hard Wood / Mild Steel	---
ELECTRICAL	Copper Wire, Light Points, Modular Switches and Sockets T.V. and Telephone point	Copper Wire, Light points, Modular Switches and Sockets T.V. point	Copper Wire, Light Points, Modular Switches and Sockets	Copper Wire, Light Points, Modular Switches	---
FIXTURES / FITTINGS	---	---	Granite / Marble Counter with Stainless Steel Sink	Standard Brand Wash Basin, Chinaware and EWC.	

LIFT LOBBY :

- Flooring : Indian Marble / Tile

STAIRCASE :

- Flooring : Indian Marble / Tile

For Cosmos Infra Engineering (India) Pvt. Ltd.



Director

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

Kids Play Zone, CCTV security, Green Landscape

SECURITY :

- 3 tier security system with 24 Hour CCTV Surveillance, manned electronic Boom Barriers at Entrance of Cosmos Greens

POWER BACK – UP :

- 24 x 7 power back-up in common services, lifts and lift lobbies

WATER MANAGEMENT :

- Rainwater Harvesting System, Sewage Treatment Plant.

For Cosmos.Infra.Engineering.(India).Pvt.Ltd.



Director