

## Application Form

Date .....

To,  
**COSMOS INFRASTATE PVT. LTD.**  
B-150, Sector-63, Noida-201301

Dear Sir,

I/We request to register my/our expression of interest ("EOI") for provisional allotment of a residential / dwelling unit ('Unit') as per details given below, in the housing project "**(SHIVALIK HOMES-II)**" being developed by you at (B-150, Dector-63, NOIDA-201301 U.P.) under Down Payment Plan / Construction Linked Plan / Flexi Payment Plan (Tick one) . I/We hereby remit as sum of .....(Rupees..... only) vide RTGS/cheque / Draft No. (s).....drawn on..... : in favour of "**( COSMOS INFRAESTATE PVT. LTD.)**" towards earnest money/part of earnest money.

I/We agree that in the event "**( COSMOS INFRAESTATE PVT. LTD.)**" {herein after referred to as the 'Company') agree to provisionally allot a Unit, I/We agree to pay further installments of sale price and all other dues as stipulated/demanded by the company in accordance with the mode of payment agreed upon in this Application and the Flat Buyer's Agreement (Allotment Letter) as explained to me/us by the company and understood by me/us.

I/We understand that plot/land on which proposed group housing is being developed and promoted has been leased out to the company by Greater Noida Development Authority on 90 years lease on the terms and conditions mentioned in the Lease Deed.

I/We shall comply with the various terms & conditions of the Said Lease Deed executed between Greater Noida Development Authority (hereinafter referred to as '(Greater NOIDA)' and the company and those pertaining to rights and obligations of the Allottee(s)/sub-lessees.

I/We further agree to pay the installments or basic sale price and allied charges as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us, failing which the allotment will be cancelled and the booking amount shall be forfeited by the Company.

I/We agree and understand that this application does not constitute any offer or definitive allotment or any agreement to sell and I/we do not become entitled to the provisional and/or final allotment of a unit notwithstanding the fact that Company may have issued a receipt (s) in acknowledgment of the money tendered by me/us as EOI to the company with this application. I/We have read and understood the company's terms & conditions forming part of this application and agree to abide by the same.I/we agree to sign and execute, as and when desired by the Company, the Buyer's Agreement (Allotment Letter) on the company's standard format on the terms and conditions laid down therein.I confirm and accept that my allotment shall be confirmed only upon execution of the flat Buyer's Agreement

I/We declare and confirm that we have applied for allotment of the above said dwelling Unit directly or through your authorized property agent/broker

My/Our particulars are as given below for your reference and record.

**ID NO.**

**PERSONAL DETAIL FORM**

**Sole/First Applicant** .....  
S/W/D of .....  
Permanent Address.....  
.....  
Correspondence Address:.....  
.....  
Telephone..... Mobile..... Fax.....  
E-mail..... Date of Birth.....

Residential Status:                      Resident                                      Non –Resident                                      P/O

Nationality.....Permanent Account No.(PAN).....

Occupation: Government Servant              Self Employed    Private Sector    Professional    Homemaker

Office Name :.....  
Designation :.....  
Office Address :.....

**Co- Applicant** .....  
S/W/D of .....  
Permanent Address.....  
.....  
Correspondence Address:.....  
.....  
Telephone..... Mobile..... Fax.....  
E-mail..... Date of Birth.....

Residential Status:                      Resident                                      Non –Resident                                      P/O

Nationality.....Permanent Account No.(PAN).....

Occupation: Government Servant              Self Employed    Private Sector    Professional    Homemaker

Office Name:.....  
Designation:.....  
Office Address:.....

**DETAILS OF THE UNITS REQUIRED FOR PROVISIONAL REGISTRATION**

Unit No.....Tower/Building/Block No. ....  
Floor.....Super Area of Unit .....

**Details of Pricing:**

Basic Sale Price (BSP): @ \_\_\_\_\_ Per sq. ft x \_\_\_\_\_ sq. ft = \_\_\_\_\_

Service Tax @: \_\_\_\_\_ = \_\_\_\_\_

Preferential Location Charge (if any): @ \_\_\_\_\_ Per sq. ft x \_\_\_\_\_ sq. ft = \_\_\_\_\_

Service Tax @ \_\_\_\_\_ = \_\_\_\_\_

Total = \_\_\_\_\_

**Car Parking Charges: (one parking mandatory)**

Open Parking @ \_\_\_\_\_ = \_\_\_\_\_

Covered Parking @ \_\_\_\_\_ = \_\_\_\_\_

Service Tax @ \_\_\_\_\_ = \_\_\_\_\_

Total Car Parking Cost = \_\_\_\_\_

**Other Charges (One time non-refundable)**

Lease Rent @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

External Electrification Charges @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Fire Fighting Charges @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Interest Free Maintenance Security @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Power Back-up Charges(1 KVA/Mandatory) @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Club Membership Charges(per flat) @ \_\_\_\_\_ per sq. ft. x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Service Tax @ \_\_\_\_\_ = \_\_\_\_\_

**Total** = \_\_\_\_\_

I/We, the applicant(s) do hereby declare that my/our application for allotment of a unit to the seller is irrevocable and that the above particulars/information/details given my me/us are true and correct and if any misrepresentation/concealment/suppression of material facts are found to be made by the applicant the allotment will be cancelled and the amount deposited by the applicant shall be forfeited and the applicant shall be liable for such misrepresentation /concealment/suppression of material facts in all respects.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

### Plan A-Cash Down Payment Plan

Upon booking	10% of (B.S.P)
Within 60 days of booking	8.5% of (B.S.P) + 100% of (C.M) + (EEC/FFCHIDC/EDCHP.B) + Parking
On offer of possession	05% of (B.S.P) +100 OF (PLC) + (IFMS) + (LR)

### Plan B-Flexi Payment Plan

Upon booking	10% of (B.S.P)
Within 30 days of booking	10% of (B.S.P)
On excavation	20% of (B.S.P) + 20% of PLCs
On commencement of foundation raft casting	10% of (B.S.P) + 20% of PLCs
On commencement of 2nd floor slab casting	05% of (B.S.P) + 20% of PLCs
On commencement of 4th floor slab casting	05% of (B.S.P) + 20% of PLCs
On commencement of 8th floor slab casting	05% of (B.S.P) + 20% of PLCs
On commencement of 12th floor slab casting	05% of (B.S.P) + 25% of Other Charges
On commencement of 16th floor slab casting	05% of (B.S.P) + 25% of Other Charges
On commencement of 20th floor slab casting	05% of (B.S.P) + 25% of Other Charges
On commencement of Top floor slab casting	05% of (B.S.P) + 25% of Other Charges
On commencement of internal plaster work	05% of (B.S.P)
On commencement of flooring work	05% of (B.S.P)
On offer of possession	05% of (B.S.P) + (IFMS) + (LR)

### Plan C-Flexi Payment Plan

Upon booking	10% of (B.S.P)
Within 45 days of booking	10% of (B.S.P)
On excavation	10% of (B.S.P) + 20% of PLCs
On commencement of foundation raft casting	10% of (B.S.P) + 20% of PLCs
On commencement of 2nd floor slab casting	10% of (B.S.P) + 20% of PLCs
On commencement of 4th floor slab casting	10% of (B.S.P) + 20% of PLCs
On commencement of 8th floor slab casting	05% of (B.S.P) + 20% of PLCs
On commencement of 12th floor slab casting	05% of (B.S.P) + 20% of Other Charges
On commencement of 16th floor slab casting	05% of (B.S.P) + 20% of Other Charges
On commencement of 20th floor slab casting	05% of (B.S.P) + 20% of Other Charges
On commencement of Top floor slab casting	05% of (B.S.P) + 20% of Other Charges
On commencement of internal plaster work	05% of (B.S.P) + 20% of Other Charges
On commencement of flooring work	05% of (B.S.P)
On offer of possession	05% of (B.S.P) + (IFMS) + (LR)

**Note :-**

- ✓ Cheque/Bank Draft to be made in favor of M/s Cosmos Infraestate Pvt. Ltd. Payable at Noida/New Delhi/Delhi
- ✓ The EDC, IDC, IFMC, Power backup lease rent, Club Membership, Car Parking etc and Registration Charges in addition to BSP (Basic Sale Price) are applicable as per the rate mention in price list and any other Government levy or charges will be paid extra by the buyer
- ✓ Prices are subject to revision to sole discretion of the Company and the price of flat prevailing at the time of booking of flat.
- ✓ Stamp duty, Registration and other statutory dues/charges (if any) are extra and is payable to relevant authorities.
- ✓ In case of difference of price, period of payment etc the terms mention to the buyer's agreement/Allotment Letter for allotment would prevail.
- ✓ Rebate of Down payment/Flexi Payment is strictly subject to timely payment as per Down payment plan/Flexi Payment plan and delay in payment will result in to automatic shifting of booking /allotment to installment payment plan without any notice.
- ✓ Rates/Price terms and condition started herein are merely indicative with a view to acquaint the applicant and are not exhaustive. For details terms and condition please refer the Application form and Agreement of Allotment.
- ✓ All the terms and condition are congaing in the Application form for booking of apartment and the Agreement for allotment of apartment would be binding on alottee
- ✓ Club membership and parking mandatory for all

**For Office Use Only**

Payment Plan: \_\_\_\_\_ Payment Received vide RTGS/Cheque/Demand Draft No. \_\_\_\_\_

\_\_\_\_\_ Dated : \_\_\_\_\_ for \_\_\_\_\_

Provisional Booking Receipt no. \_\_\_\_\_ Dated \_\_\_\_\_

Mode of Booking-Direct/Authorized Agent ('AG') if AG details \_\_\_\_\_

Receiving / Dealing Officer : \_\_\_\_\_ Authorized Agent Code: \_\_\_\_\_

Name : \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

Date : \_\_\_\_\_ Remarks: \_\_\_\_\_

**Check List for Receiving officer :**

1. Booking Amount by RTGS/Cheque/ Demand Draft
2. Customer's Signature on all pages of the application form.
3. Pan No. & Copy of PAN Card / Undertaking Form No.60
4. For Companies:Memorandum &Articles of Association including Incorporation Certificate and certified copy of Board Resolution
5. For Foreign Nationals of Indian origin:Passport Photocopy/funds from NRE/FCNRA/c
6. For NRI: Copy of Passport & Payment through NRE/NROA/c.

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR PROVISIONAL ALLOTMENT OF A UNIT IN "SHIVALIK HOMES 2" B-150, Sector -63, NOIDA-201301U.P.**

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions as comprehensively set out in the Buyer's Agreement which, upon execution, shall supersede the terms and conditions set out in this application. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine

1. The Applicant has applied for registration for provisional allotment of a residential Unit in the above scheme/project being developed by COSMOS INFRAESTATE PVT.. Ltd.
2. The Application is to be accompanied with the registration amount payable shall be 10% of the Basic Sale Price , Preferential Location Charges & Parking (Earnest money) as per payment plan by A/c payee cheque or draft favoring COSMOS INFRAESTATE PVT. LTD. payable at Noida. Bookings by cheques will be subject to the clearance of amount.
3. The final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof
4. (a) The Applicant has seen and accepted the proposed building plans, specifications, location of the Unit/building, floor plans and other terms and conditions of the aforesaid project as shown in the sale brochures/documents which are subject to alterations and modifications by the Architect Company or any competent authority before or during the course of construction and the Applicant is making this application with full knowledge about the same and agree that the Company shall be entitled to do so without any objection or claim from the Applicant /Allottee .As per the layout plans it is envisaged that the Dwelling Units/Apartments/Flats on all floors shall be sold as independent dwelling units with impartible and undividable proportionate share in the land area underneath the buildingg  
(b) The Company may on its own, provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The same shall be binding on the Allottee and the proportionate cost of such changes shall be borne by the Allottee  
(c.) The Company shall have the right to effect suitable necessary alterations in the layout plans of the building or block of buildings, if and when found necessary, which alterations may involve all or any of

the following changes , namely changes in the position of the Unit, change in the number of the Unit and /or change in its dimensions or change in the height of the building or change in its area.

- (d) The Company shall be responsible only for providing internal services within the peripheral limits of the complex. It is clearly understood that external services such as sewer, water, drainage connections, external roads, electricity power connection and its feeder line and any other essential connectivity to municipal/government facility are to be provided by the government/concerned local authority up to them. Periphery of the complex
5. The Applicant agree that he shall pay the price of the residential unit and other charges on the basis of super-built-up area of the Unit, which comprises of the built up area/covered area of the Unit including area under periphery walls and columns , the area of balconies/verandahs, cupboards , windows projections etc. proportionate share of common areas within the building like staircase , mummies, lift wells , lift room, machines room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities , security rooms, maintenance staff rooms, electric sub-station , pump rooms, underground/overhead water tanks etc . If there is any increase/decrease in the final super-built-up area , then necessary adjustment will be made in the price of the Unit based on original rate at which the Unit was allotted
  6. The Applicant/Allottee undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, building, residential Unit, car parking spaces , other common areas , club house amenities and facilities. All taxes, levies, charges or assessments levied by govt. or any other authority on the land and/or the building shall henceforth be payable by the Allottee.
  7. The Applicant hereby agrees that 10% of the Basic Sale Price, Preferential Location Charges & Parking for the Unit shall constitute earnest money and in case of non-fulfillments of these terms & conditions and/or those of Allotment Letter/Buyer's Agreement by the Allottee or if inability is expressed by the Allottee to perform his/her part of the contract, the allotment shall stand cancelled and the earnest money paid by him/her to the Company shall be forfeited and balance amount, after adjustment of due/overdue interest and other dues if any, shall be refunded to the Allottee without any interest after 120 days from the date of cancellation of allotment
  8. (a) The Company shall endeavor to complete the construction of the Unit within a period specified in the letter of Allotment and/or Buyer's Agreement to be entered into, subject to timely payment by the Allottee of installments and other charges when due and payable or demanded by the Company. The Company on obtaining completion certificate/certificate of occupation and use from Greater Noida shall hand over the Unit to the Allottee subject to the Allottee having complied with all the terms and conditions of the Buyer's Agreement
  - (b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order rule, notification of the Government/public/competent authorities , delay in issue of completion certificate/ occupancy certificate, water/ electric power supply connection or any other reason beyond the control of the Company including force majeure and in such an event the Company shall be entitled to reasonable extension of time without the Allottee being entitled to claim compensation of any nature whatsoever for the period of delay
  9. Car parking will be available on request on payment basis and it shall be allotted to the intending allottees of apartments on first come first serve basis. Scooter/ Two Wheelers/Cycle will be parked within the same parking space allotted to the intending allottees. Upon purchase, a separate agreement for the allotment of the car parking will be executed between Company or its nominees and the intending Allottee(s) . Purchase of one car parking per apartment is mandatory
  10. In addition to the external electrification charges(EEC), as mentioned in the Price List, the Government of Uttar Pradesh or any other authority, with a view to recover the cost of development with regard to State/National

Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called on prescribed basis either existing or leviable in future and in that event, the Intending Allottee agrees to pay the same either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on pro-rata basis on demand being raised by Company on him in this regard. It is made clear that the said charges shall be levied on pro rata basis pertaining to the said apartment in "Shivalik Homes 2" premises and the same shall be assessable/applicable/ calculable from the date of this Application

11. Timely payment of installment as indicated in the Payment Plan is the ESSENCE of the Contract/allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will be charging 9% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 30 days, the allotment shall automatically stand cancelled at the sole discretion of the Company without any prior intimation/notice to the Allottee and the Allottee will cease to have any lien on the Unit. Out of the total amount deposited by the Allottee the earnest money being 10% of the Basic Sale Price (BSP) + Preferential location charges (PLC) + Parking will stand forfeited, and after deduction of due/overdue interest, amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest after 120 days of cancellation of allotment. However, the Company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging interest @ 9% p.a. and restore the allotment in case the allotted Unit has not been allotted to someone else. Alternate Unit, if available may also be offered in lieu. Time is the essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Buyer's Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Buyer's Agreement. It is clearly agreed and understood by the Applicant that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of payments or obligations to be performed by the Applicant. However, the Company without prejudice to Applicant's right may terminate the Allotment/Agreement at its sole discretion and enforce all the payments and seek specific performance of this Agreement in such a case. The parties agree that the possession of the Unit will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc. along with interest by the Applicant to the satisfaction of the Company
12. The Allottee shall take possession of the allotted Unit within 30 days of intimation after settlement of all accounts and dues accruing to the Company. Possession of the allotted Unit shall be given only after receipt of total payment and dues including stamp duty charges and registration costs and any other charges etc. due in terms of Buyer's Agreement or otherwise for the allotted Unit. In case of failure to settle the account and to take possession within 30 days of intimation, the allotted residential unit shall lie at the risk and cost of the Allottee and the Allottee shall also be liable to pay holding charges @ 10/- sq. ft. per month or as fixed by the Company for the delay period along with recurring monthly maintenance charges etc. and the company shall be responsible only for a maximum period of 6(six) months from the date of offer letter for possession, for any observed deficiency in fixtures and fittings, beyond which, the company is not liable for any such deficiency or to rectify the same.
13. In case of delay in possession of the unit to the allottee/s subject to force majeure and other circumstances, the Company shall pay to the allottee/s compensation @ 9% of the deposit amount per annum for the period of delay
14. The physical possession of the Unit will be given to the Allottee only after execution of the sale/transfer/conveyance deed. The Allottee shall get exclusive possession of the built up area of his Unit and shall have no right in the remaining part of the building/complex except the right of use and ingress and egress in the common areas, services and facilities within his building/complex. All the common area and/or land and common facilities and services including unsold/unallotted spaces shall remain the property of the Company. The sale/conveyance deed of the allotted residential unit shall be executed and registered in favor of the Allottee at the time of possession of the residential unit after receipt of total payments and dues in respect of the said unit including stamp duty charges and registration

costs, legal charges, other incidental expenses and any extra charges which may be due etc

15. The Allottee shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Buyer's Agreement and sign all requisite applications, forms, affidavits: undertakings etc. required from time to time for purchase of said residential Unit.
16. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale / conveyance deed, including nominal documentation & services charges, legal charges and other incidentals expenses will be borne and paid by the Allottee . If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company. Such discount availed by the Allottee shall be reimbursed to the Company prior to registration.
17. Areas in all categories of apartments may vary upto 5% but the cost of the apartment will remain unchanged. Any change over and above 5% shall be adjusted on pro-rata basis. It is also agreed that the builder may make such changes, modifications, alterations and additions there in as may be deemed necessary or may be required to be done by the builder, the govt./ development authority or any other local authority consent of the Allottee/s
18. In case the applicant, is desirous for cancellation before the allotment, requires to pay 50,000/- for cancellation . After allotment 10% of the Basic Price of the unit+ PLC +Parking constituting the earnest money, will be forfeited and balance if any, refunded without any interest.
19. The Allottee shall also be required to pay requisite charges as fixed by the Company for connections for water, sewer and electricity for the allotted residential and also the Fire Fighting Charges, Power Backup Charges, Electricity Meter, Sinking Fund, Administration Charges and all other such charges as may be fixed by the Company
20. The complex and its common facilities are proposed to be managed by the Company or a facilities management agency nominated by the Company initially for a period of 2 years and thereafter for a renewed/extended period till the same is handed over to any local body, Society or the arrangement is terminated by the Company. The Applicant/Allottee agrees to enter into an agreement for complex maintenance & facilities management with the Company and/or any agency so proposed by the Company and pay for the monthly and other bills/demands for complex maintenance & facilities to the management/agency properly and regularly. However, the maintenance charges will depend upon the circumstances and prevailing rate at that point of time. Monthly maintenance charges shall be payable per month on super area as per company rule. It is however, clear that the Agency so appointed by the Company shall be an independent entity in itself and shall itself be solely responsible for its conduct. The Allottee shall pay Advance Maintenance Charges (AMC) for 2 years at the time of possession of the said Unit. The Advance Maintenance Charges (AMC) shall be fixed on the rates prevailing at the time of offer of possession or as per actual cost basis during the maintenance period. The AMC shall be levied/payable from the date of deemed possession. The AMC shall be utilized for meeting cost of providing complex maintenance & facilities management services viz-a-viz campus security, common area housekeeping , garbage disposal , horticulture, maintenance of lifts, generators, water pumps, filtration Units, fire pumps, EPABX system and other common area electro-mechanical equipments including their AMCs', services of an electrician, plumber and Estate manager for the maintenance of the complex. The proportionate share of expenses on account of common area electricity consumption, generator power backup (individual flat plus common areas) shall be charged extra on super area basis or as per actual/ Units consumed. It is understood that the right to use of common facilities shall be subject to regular and timely payment of complex maintenance & facilities, management bills and other charges as fixed from time to time . The Applicant/Allottee also agrees to deposit with the Company an Interest Free Maintenance Security (IFMS) @ 20/- Sq. ft. at the time of possession/offer of possession , whichever is earlier.
21. Further, if there is any Service Tax, Trade Tax and additional Levies, Rates, Taxes, Charges, Government Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequences of Government/Govt . Statutory or other local authority(s) order, the intending Allottee(s) , shall pay the same in their proportionate share, if any.

22. In case the Allottee desires, transfer of allotment/ownership of unit, before registration/possession, a transfer fee of 4.00% (four percent only) of the total sale price as prevailing at the time of desired transfer shall be payable by the Allottee(s). Transfer of allotment/ownership shall however, be permitted only after one year from the date of booking provided only 50% payment of the total price of the flat is due at that point of time.
23. In case the project is abandoned for any reason beyond the control of the company, the amount paid by the Allottee(s) will be refunded without any interest within one year of its being abandoned.
24. All natural products such as tiles, marbles stones and wood etc. may have slight variations in texture colour and behavior and may have surface cracks.
25. All or any dispute arising out of or touching upon or in relation to the terms of this Application or Buyer's Agreement including the interpretation and validity thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion failing which, the same shall be settled through Arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliations Act, 1996 or any statutory amendments, modifications thereof for the time being in force. The Arbitration proceedings shall be held in Noida by a sole Arbitrator to be appointed mutually. The applicant hereby confirms that he shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or an advocate of the company or is otherwise connected to the company and the intending Allottee confirms that notwithstanding such relationship/connection, the intending Allottee shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at New Delhi shall alone have the jurisdiction in all matters arising out of /touch in and /or concerning this Agreement regardless of the place of execution of this agreement

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as comprehensively set out in the Buyer's Agreement which shall supersede the terms and conditions set out in this application.