



Saha Chowk, Kharagpur

Application Form

DATE: _____

Application for Booking an Apartment in _____ Block _____ Floor
 at New Cosmo City at LR Plot No.-1496(P), 1480 (P), 1482(P) - Sahachowk, Kharagpur
 Vivek Realty & Resort Pvt.Ltd.
 Holding No. 528/A/308, Saha Chowk, NH-6, Kharagpur- 721304. Paschim Medinipur, W.B.

Dear Sir/Madam,

a) It is requested that the applicant may be allotted a flat in the proposed project and/or an exclusive right to use parking space(s).
 (hereinafter defined) in the said complex as per company's:

1. Flexi payment plan 2. Down payment plan 3. Other plan (if any)

b) The applicant encloses here with a sum of _____ (₹ _____ only)
 cash/ _____ only) Cash by bank draft / cheque No. _____ dated
 _____/drawn on _____ in favour of "Vivek Realty &
 Resorts Pvt.Ltd" payable at _____ as booking amount.

c) The Applicant acknowledge that the company has provided all the information and clarifications as sought by the Applicant. The Applicant is satisfied with the same. The Applicant has also relied on his/her own judgment and conducted enquiry before deciding to apply for purchase of the said apartment. The applicant has not relied upon nor is influenced by any architect's plans, advertisement, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/said apartment. This application is complete and self contained in all respects, no oral or written representation or statements shall be considered constituting part of this application.

d) The Applicant agrees that if the company allots the said apartment (hereinafter defined) then the Applicant agrees to pay the total price (hereinafter defined) and all other amounts, charges and dues as per the payment plan opted by the Applicant and/or as when demanded by the Company or in accordance with the terms of this application/agreement (hereinafter defined) that shall be executed by the company in accordance with Company's standard document. The Applicant has read and understood the terms and conditions of this application, stated hereinafter and is agreeable to the same.

The particulars of the Applicant(s) are given below for Company's reference and record:

(If Applicant is minor, please furnish Proof of Age, Name and Address of the Guardian)

1. (i) SOLE OR FIRST APPLICANT (S) Mr./Mrs/Ms. _____
 S/W/D of _____
 Nationality _____ Age _____ years, Profession _____
 Resident Status: Resident/Non-resident/foreign national of Indian origin _____
 Income Tax Permanent Account No. _____
 Ward/Circle/Special range and place where assessed to Income Tax _____

Signature of First Applicant

Signature of Second Applicant

Mailing address _____

Tel no. _____ Fax no. _____

Office Name & Address _____

_____ Email id _____

Tel no. _____ Mobile _____

(ii) Joint or second Applicant (s) Mr./Mrs./Ms. _____

S/W/D of _____

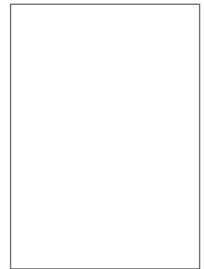
Nationality _____ Age _____ Years Profession _____

Resident status : Resident/Non - Resident/Foreign National of Indian origin _____

Income Tax permanent account no. _____

Ward/Circle/Special range and place where assessed to Income Tax _____

Mailing Address _____



Tel no. _____ Fax no. _____

Office Name & Address _____

_____ Email id _____

Tel no. _____ Mobile _____

or

"M/s _____

A Partnership company duly registered under The Indian Partnership Act 1932, through its partner authorised by resolution dated _____ . Shri/Smt. _____ (copy of the resolution signed by all partners required).

PAN/TIN: _____ Registration No. _____

or

"M/s _____ a company registered under The Companies Act, 1956 having its corporate identification no. _____ and having its registered office at _____ through its duly authorised signatory Shri/Smt. _____ authorised by Board resolution (copy of Board Resolution along with a certified copy Memorandum & Articles of Associations required) PAN _____ (*delete whichever is not applicable)

2. DETAILS OF APARTMENT

Apartment No. _____ Floor _____ Type _____

Block _____ Saleable Area _____ sq.ft.approx.

Signature of First Applicant

Signature of Second Applicant

3. DETAILS OF PRICING

Basic sale price ₹. _____ /- (Rupees) _____ only)

Optional items.

Car Parking (4 wheeler/2 wheeler)

1) open 4 wheeler 2 wheeler @ ₹ _____

2) Covered parking 4 wheeler 2 wheeler @ ₹ _____

A) Total Parking/Parking price @ ₹ _____

B) Power Backup (Installation Charges)

Power Backup Required () KVA (Rs. 35,000/ KVA @ ₹ _____

C) P.L.C charges ₹. _____ Per Sq.Ft X _____ Sq.Ft. = ₹ _____

D) Floor Escalation Charge: ₹. _____ Per Sq.Ft X _____ Sq.Ft. = ₹ _____

E) Lifetime membership charges of CLUB House ₹. _____ /- per apartment

F) Interest Free Maintenance Security ₹. _____ Per Sq.Ft X _____ = ₹ _____

4) Loan required

Yes/No _____ Preferred Financial Institution. _____

DECLARATION

This Applicant does hereby declare that the above particulars/information given by him/her is true and correct and nothing has been concealed there from.

Your's Faithfully

Date _____

Signature of First Applicant

Place _____

Signature of Second Applicant

5) FOR OFFICE USE ONLY

Mode of Booking: Direct/Agent/Reference _____

Location Booked _____ Date of Booking _____

Discount offered _____ Authorised by _____

Booklet Filed by _____ Date _____

Booklet Checked by _____ Date _____

Booklet approved by _____ Date _____

PAYMENT SCHEDULE FLEXI PLAN

SL.NO.	FLOORS	PERCENTAGE OF TOTAL COST (BSP+FLOOR ESCLATION)
1	Initial Booking Amount	Rs. 200000
2	On Application for Booking	15% Less Rs. 200000
3	On Allotment	10% +100% PLC
4	On Completion of Foundation	10% +Club Membership
5	On Completion of 1st Floor Slab Casting	10%
6	On Completion of 3rd Floor Slab Casting	10% + 50% Car Parking/Two wheeler Parking Charges
7	On Completion of 5th Floor Slab Casting	10% +IFMS
8	On Completion of 7th Floor Slab Casting	10% + 50% Car Parking/Two wheeler Parking Charges
9	On Completion of Final Roof Slab Casting	10% + Extra Power Backup Charges
10	On Completion of Brickwork of Respective Floor	10% + Electricity Connection Charges
11	At the Time of Notice of Possession	5%

Signature of First Applicant

Signature of Second Applicant

SPECIFICATIONS

SUPER STRUCTURE	RCC framed structure designed for earthquake resistance
WALL FINISH	
Internal	POP or Wall putty
External	Combination of Tiles or Textured Paint and Weather Coat Acrylic Emulsion Paint
FLOORING	
Lobby/ Living/ Dining/ Bedroom/ Passage	Vitrified Tiles
Staircase	Kota Stone
External Driveways	Pre-Cast Concrete Block/RCC/Black TopRoad
KITCHEN	
Flooring	Vitrified Tiles or Anti Skid Tiles
Wall Finishes	Ceramic tiles upto 2' ft above working platform and wall area Rest of the wall in White Putty
Counter	Granite Counter
Fitting & Fixtures	Stainless steel sink with good quality CP of reputed make
Wall Ceiling	POP or Wall Putty
TOILETS	
Walls	Ceramic Tiles dado upto 7' ft height
Flooring	Anti Skid Ceramic Tiles
Sanitary Ware	Of reputed brand will be provided
BALCONY	Ceramic Tiles
DOORS	
Internal Door	Painted Flush Door
Entrance Door	Decorated Flush Door
WINDOWS	Aluminium Windows with standard sections and 4mm glass panes
ELECTRICAL	Copper Electrical Wiring throughout in conceal conduit with provision for light panes, AC, TV, Internet & Telephone and Modular switches of reputed make
LOBBY	
Main Lift Lobby at ground floor	Elegantly decorated entrance lobby with Granite/Marble/High quality Vitrified Tiles Flooring & False Ceiling. Lift Wall cladding in Granite or designer stone
ELEVATORS	Automatic Lifts of reputed make
SECURITY	CCTV camera surveillance Intercom facility connecting to ground floor lobby

FOR REGISTRATION AND ALLOTMENT OF APARTMENTS

General Terms & Conditions

Residential Apartments: Vivek Realty & Resorts Pvt. Ltd. brings to you NEW COSMO CITY which offers Residential Apartments. The details of the Residential Apartments are as mentioned in the Brochure.

Who Can Apply

Any individual or body corporate can apply for and be allotted subject to availability & at the sole discretion of Vivek Realty & Resorts Pvt. Ltd. a Residential Apartment in NEW COSMO CITY. If the applicant is a minor a proof of age needs to be furnished, then the Application must be made through a legal or natural guardian giving full particulars viz. name, address, relationship with applicant, etc. Applicants may be Residents or Non-Resident Indian Citizens or Persons of Indian Origin. An Applicant qualifying for Allotment may be required to furnish such documentary evidence as deemed appropriate to satisfy Vivek Realty & Resorts Pvt. Ltd. of the Applicant's ability to arrange and or pay the Price of the Residential Apartment.

How to Apply

Applications have to be made in the prescribed Application Form given by Vivek Realty & Resorts Pvt. Ltd.. It is important that care is taken to go through and understand the terms, conditions and instructions before filling in the Application Form. Application must be accompanied by a crossed cheque or bank draft or pay order drawn in favour of Vivek Realty & Resorts Pvt. Ltd. payable on any bank in Kharagpur/Bhubaneswar for the amount of Application Money as shown in the Payment Schedule as enclosed separately. Applications from Persons of Indian Origin and Non-Resident Indians (NRI) should be accompanied by the remittance to be paid out of foreign exchange remitted to India through normal banking channels and/or out of funds held in the Applicants' Non Resident External (NRE)/Foreign Currency Non Resident (FCNRRV)/FCNR Special Deposit account with banks in India and should be accompanied by a declaration to the effect that the Applicant wants the Residential Apartment for residential purpose. Non-Resident may also remit money out of the funds held in their Non-Resident Ordinary (NRO) account but accompanied by their Banker's certificate as to the source of remittance of Application Money. The completed Application form duly filled up and signed by the Applicant along with the cheque/bank draft/pay order should be submitted at the registered office of Vivek Realty & Resorts Pvt. Ltd. At #403 & 404, 4th Floor, Forum Mart, 89, Kharvel Nagar, Unit - III, Bhubaneswar-751001, Orissa, OR, Saha Chowk, NH 6, Mumbai Road, Malancha, Kharagpur, West Bengal, during the working hours. Vivek Realty & Resorts Pvt. Ltd. will acknowledge receipt of the cheque/bank draft/pay order. There will be no other acknowledgement for receipt of the Application Form or remittance; therefore the original money receipt is to be retained until Allotment is over. Application Form shall not by itself, create any right of the Applicant on the Residential Apartment.

Allotment Process

Vivek Realty & Resorts Pvt. Ltd. shall be fair, transparent and equitable in the method of Allotment of Residential Apartment. Vivek Realty & Resorts Pvt. Ltd. respects the desire of each Applicant to choose a Residential Apartment and will try and accommodate the matter of choice to the extent possible. Since there will be Preferential Location Charges for choosing the apartment of your choice, Vivek Realty & Resorts Pvt. Ltd. shall offer Allotment of your preferred apartment on a first-come first-serve basis. Applicants will be offered options from available Residential Apartments [which information shall be transparently shared with them at the registered office of Vivek Realty & Resorts Pvt. Ltd.] Only fully completed Application accompanied by payment of Application Money shall be considered as confirmation of the intent of the Applicant to opt for purchase of his/her/its choice of Residential Apartment. It will be the endeavour of Vivek Realty & Resorts Pvt. Ltd. to allot the chosen Residential Apartment to the Applicant within 30[thirty] days of receipt of each Application.

Signature of First Applicant

Signature of Second Applicant

Scrutiny, Rejection and Refunds

Applications remaining incomplete or deficient in any respect and/or not accompanied by the requisite remittance and/or documents will be liable to be rejected even if so detected during detailed scrutiny. Application containing information known to the Applicant to be false are liable to be summarily rejected leading to the cancellation of Booking [even if Allotment has been made], whenever so detected. However upon such cancellation, the installments paid till that date will be refunded without interest after deduction a sum of Rs 2,00,000/- there from. Refund of Application Money shall be made in favour of the Applicant by A/c payee cheque, which shall be dispatched at the address of correspondence as mentioned in the Application Form and/or in the records of Vivek Realty & Resorts Pvt. Ltd. Refund of Application Money to Non-Resident Indian's (NRI) will be made in the following manner. If the Application Money has been paid out of Non-Resident Ordinary (NRO) Account of the Applicant, the refund of the Application will be made only to that account. If the Application Money has been paid out of Non-Resident External (NRE) account of the Applicant. The refund will be made only to that account, provided Banker's certificate of payment of Application Money out of the NRE Account is furnished. A Refund of Application Money to person(s) of Indian Origin will be made in the following manner. Application Money will be refunded to the Non-Resident External (NRE) Account or Foreign Currency Non-Resident (FCNR) Account with banks in India as indicated in the Application Form or by remittance abroad after deduction of commission. Banker's certificate of payment of Application Money out of the funds held in the Applicants name in any of the aforesaid account or documentary evidence of remittance of Application Money from abroad through normal banking channels should be established to Vivek Realty & Resorts Pvt. Ltd. as a condition precedent to getting refund. Applicants are requested to ensure that the certificate of source of account of Application Money is enclosed with the Application Form.

Withdrawal of Application

An Applicant may withdraw his/her/its Application at any time before Allotment. On withdrawal of Application before Allotment the Applicant will get a net refund of Application Money without any interest and subject to a minimum deduction of Rs 2,00,000/-. After allotment however, the entire application amount (15%) shall be forfeited. The amount paid, if any over and above the application shall be refunded by the developer without any interest, after adjustment of interest accrued on the delayed payments, if any or any other charge(s) due from the applicant. Refund shall be paid within 90[ninety] days from the date of receipt of Application for withdrawal.

Total Price

The Total Price shall be paid as indicated in the Price Schedule as handed over separately. It is clarified that the Total Price Payment Schedule may be at the discretion of Vivek Realty & Resorts Pvt. Ltd. be revised/modified from time to time. The Applicant has to keep track of such revisions/modifications made by Vivek Realty & Resorts Pvt. Ltd. in the Total Price by verifying the same with Vivek Realty & Resorts Pvt. Ltd. as well as the Payment Schedule existing at the time of making Application to avoid any further complication in the matter.

Rebate

If the Applicant pays in entirety the Total Price within 30[thirty] days of the Allotment letter as indicated in the Payment Schedule contained in the Brochure the Applicant shall be entitled to a rebate of 8% [Eight percent] of the total price. The relevant rate of Rebate on Total Price of a Residential Apartment is subject to change from time to time at the discretion of Vivek Realty & Resort Pvt. Ltd.

Parking Facility

Parking facility has been provided in NEW COSMO CITY at the ground/basement floor level for parking of medium sized car(s) and a few Large Sized Car(s) at the Parking Space and Two-Wheelers at the Two-Wheeler Parking Area. While Parking Space and Two-Wheeler

Parking Area will be available on 'first-come-first-serve' basis and on payment of a fixed fee, earmarking of specific Parking Space and Two-Wheeler Parking Area will be done by Vivek Realty & Resorts Pvt. Ltd. at the time of handing over of possession of the Residential Apartment.

Delay in Payment of Installments and/or other Dues

It shall be Incumbent on the Applicant to comply with the terms of payment in respect of the Residential Apartment, Parking Space and the Two-Wheeler Parking Area and any other payments. Payment of Allotment Money is required to be made within 15[fifteen] days from the date of Allotment. No extension of time will be allowed for payments of Allotment Money. Payment of instalments and all other dues shall have to be made within 15[fifteen] days from the date of issue of the letter to the Applicant for the outstanding amounts. In case of delayed payment, the Applicant shall have to pay interest on the amount due @ 18% [eighteen per cent] per annum from the respective due dates till payment is made. Vivek Realty & Resorts Pvt. Ltd. reserves the right to cancel the Allotment and the procedure described in Clause 6 shall be applied.

Possession

Vivek Realty & Resorts Pvt. Ltd. shall endeavour to give possession of the Residential Apartment to the Applicant within 31st October, 2017 (Completion Date) provided however, that the Completion Date may be extended by a period of 6 (six) months (Extended Period) at the option of Vivek Realty & Resorts Pvt. Ltd. Vivek Realty & Resorts Pvt. Ltd. shall neither incur any liability nor be held liable for claiming of any moment by the Applicant. If Vivek Realty & Resorts Pvt. Ltd., is unable to deliver possession of the Residential Apartment to the Applicant within the Completion Date and/or the Extended Period due to circumstances of force majeure [Circumstances of Force Majeure] Circumstances of Force Majeure shall, inter alia, includes [1] acts of God, [2] acts of nature, [3] acts of war, [4] fire, [5] insurrection, [6] terrorist action, [7] civil unrest, [8] riots, [9] non-availability or reduced availability of building materials and strike by material suppliers, transporters, workers and employees, [10] delay on account of receiving statutory permissions, [11] delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, [12] any notice, order of injunction, litigation, attachments, etc. and [13] any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law restrictive Governmental laws or regulations and such other reasons beyond the control of Vivek Realty & Resorts Pvt. Ltd. The Applicant shall be deemed to have taken possession of the Residential Apartment(s), on the 15th [fifteenth] day of service of notice (Possession Notice) by Vivek Realty & Resorts Pvt. Ltd. to the Applicant and such 15th [fifteenth] day shall be deemed to be the date of possession (Date of Possession irrespective of the date on which the Applicant take physical possession of their respective Residential Apartments). The Applicant shall be required to take possession of the Residential Apartments on or before the Date Of Possession after fulfilling all terms and conditions.

Compensation/ Outgoings

If Vivek Realty & Resorts Pvt. Ltd. fails to deliver possession of the Residential Apartment to the Applicant within the stipulated time (subject to Circumstances Of Force Majeure as stated herein above), then it shall pay compensation to the Applicant @ 9% [nine percent] per annum for the entire period of delay in handing over possession of the Residential Apartment to the Applicant.

From the Date of Possession all outgoings in respect of the Residential Apartment, including municipal tax, surcharge, land revenue, levies and cess shall be borne by the Applicant.

Transfer

No transfer or alienation of Interest in the Residential Apartment in full or in part, shall be permitted or recognized by Vivek Realty & Resorts Pvt. Ltd. except upon payment of a transfer fee @ 2% (two percent) of the Price together with the cost of the Parking Space[s] or Two-Wheeler Parking Area(s), if any, or the consideration for such transfer whichever is higher to Vivek Realty & Resorts Pvt. Ltd.

Signature of First Applicant

Signature of Second Applicant

Registration and Conveyance

The Deed of Transfer: Conveyance of the Residential Apartment shall be executed and registered in favour of the Applicant after the Residential Apartment has been constructed and the payment of the Total Price, the Extras [detailed below], all other dues, deposits, etc, has been received by Vivek Realty & Resorts Pvt. Ltd. before possession is handed over to the Applicant. The Applicant will be required to pay legal fees, stamp duty, registration charges and other related charges as may be levied by the government from time to time and as applicable at the time of registration in addition to all prior deposit payment made by the Applicant. Such amount shall be deposited by the Applicant within the Date of Possession. The Deed of Transfer/Conveyance will be drafted by Advocates [Legal Advisors] of Vivek Realty & Resorts Pvt. Ltd. and the same shall be in such form and shall contain such particulars as may be approved by Vivek Realty & Resorts Pvt. Ltd. If the Applicant does not get the Deed of Transfer/Conveyance executed and registered within the above mentioned time, the Allotment will be liable to be cancelled at the discretion of Vivek Realty & Resorts Pvt. Ltd. and all statutory taxes and penalties shall be borne and paid by the Applicant.

Extras

Additional expenses on account of Increase due to Circumstances of Force Majeure, special amenities/facilities, generator, betterment fees, taxes, stamp duty and registration costs, electricity meter, common expenses and maintenance charges and any additional facility will be charged as Extras.

Common Portions and Special Facilities

Handling over

Vivek Realty & Resorts Pvt. Ltd. may initially hand over Common Portions facility management organization (Facility Manager) and thereafter it will be handed over to a body of the Residential Apartment owners which may be a syndicate, committee, body corporate, company or association, under the West Bengal Apartment ownership Act, 1982 and West Bengal Apartment Ownership Rule 1992 and the Applicant will have to become a member of such Association. Vivek Realty & Resorts Pvt. Ltd. will earmark a portion of NEW COSMO CITY for conveniences/recreational facilities such as health club, gym, swimming pool and Vivek Realty & Resorts Pvt. Ltd. shall outsource such Special Facilities if required.

Maintenance

Vivek Realty & Resorts Pvt. Ltd. shall itself or through the Facility Manager supervise the maintenance of NEW COSMO CITY after handing over possession of all Residential Apartments. The supervision of maintenance may later on be handed over by Vivek Realty & Resorts Pvt. Ltd. to the Association. Until the Association is formed the Applicant shall pay common expenses maintenance charges as decided by Vivek Realty & Resorts Pvt. Ltd. to Vivek Realty & Resorts Pvt. Ltd. /Facility Manager against receipt. In case the Applicant fails to pay such common expenses/maintenance charges within 7[seven] days of presentation of bill thereof the Applicant shall pay compound interest @ 2% [two percent] per month or part thereof [compoundable monthly], from the date of default till the date of payment to Vivek Realty & Resorts Pvt. Ltd. /Facility Manager, as the case may be. In the event such bills remain outstanding for more than 2 [two] months, all common services (including electricity to the apartment) shall be discontinued to the Applicant and the Applicant shall be disallowed from using the common portions.

Maintenance expenses, including electricity for common portions and lift maintenance shall be proportionately divided amongst the Residential Apartment owners of NEW COSMO CITY. Other un-allocable expenses (including salary of maintenance staff and management fees) shall be computed on the basis of total area of NEW COSMO CITY and thereafter proportionately charged to the Residential Apartment owners. Apartment owners in no circumstances will be allowed to Install Window type AC in their allotted apartment. Only Split Type AC unit can be Install by owners at the designated space provision provided by Developer. Similarly Cable connection point provision will be provided by developer in each apartment and the apartment owners can take cable connections through that point only.

Signature of First Applicant

Signature of Second Applicant

Club

Some portions of NEW COSMO CITY shall be used as a fully equipped Club House and the Applicant will have to pay the maintenance expenses for using the Club House facilities directly to Vivek Realty & Resorts Pvt. Ltd. Or to the agency outsourced to by Vivek Realty & Resorts Pvt. Ltd. for providing such facilities.

General

It is understood that that Applicant has applied for Allotment of a Residential Apartment with full knowledge of the laws notifications and rules applicable to this area in general and the Applicant has fully satisfied himself/herself/itself about the interest and the title of the landowners in the land on which NEW COSMO CITY is being constructed. Vivek Realty & Resorts Pvt. Ltd. may affect such variations, additions, alternations, deletions and/or modifications in NEW COSMO CITY as it may, at its sole discretion, deem appropriate and fit or as may be directed by any competent authority. 'Saleable Area' shall mean and include the plinth area of the Residential Apartment, including the bathrooms and balconies and also the thickness of the outer walls, inter walls and pillars and also including a proportionate share of club house, staircase, landings, lobbies, lifts and common portions. The Applicant may be required to execute a final agreement for sale within 15[fifteen] days of being required in writing to do so by Vivek Realty & Resorts Pvt. Ltd. Under this existing laws stamp duty at the applicable rate is levied on such agreement for sale. Such stamp duty including relevant legal charges shall be payable wholly by the Applicant. After the Date Of Possession of the Residential Apartment(as indicated in clause 11 hereinabove) the Applicant shall be liable to pay Vivek Realty & Resorts Pvt. Ltd. on demand all rates, taxes, levies, deposits including security deposits or assessments pertaining to the Residential Apartment wholly and common portions proportionately. Application in the prescribed form as received by Vivek Realty & Resorts Pvt. Ltd. is subject to the Information and the terms and conditions stated herein. The Applicant must quote the Application Number as printed in the acknowledgement receipt and/or [on allotment] the Residential Apartment Number as Indicated in the Allotment Letter, in all future correspondence. All correspondence will be made with the Applicant at the address for correspondence on Vivek Realty & Resorts Pvt. Ltd.'s record initially indicated in their Application Form unless changed. Any change of address will have to be notified in writing to Vivek Realty & Resorts Pvt. Ltd. at their Registered Office and acknowledgement obtained for such change. In case there are Joint Applicants, all communications shall be sent by Vivek Realty & Resorts Pvt. Ltd. to the Applicant whose name appears first and which shall for all purpose be considered as served on both Applicants. Dispute[s], if any, arising out of the proposed contract [of allotment] shall be referred to the sole arbitration of such person as may be nominated by the Legal Advisors, being a reference within the meaning of the Arbitration and Conciliation Act 1996. In connection with such arbitration only the High Court at Bhubaneswar shall have jurisdiction. Vivek Realty & Resorts Pvt. Ltd. at its sole discretion may relax or modify any of the conditions stated herein. It also reserves the right to reject any Application without assigning any reason whatsoever.

Disclaimer

Vivek Realty & Resorts Pvt. Ltd. and/or its affiliates, officer, directors, employees, agents, members, servants, etc, shall not be liable for any direct, indirect punitive incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal service and any other eventualities beyond the control of Vivek Realty & Resorts Pvt. Ltd. and the Applicant agrees to keep Vivek Realty & Resorts Pvt. Ltd. and/or its affiliates, officer, directors, employees, agents, members, servants, etc, saved, harmless and indemnified with regard thereto.

Vivek Realty & Resorts Pvt. Ltd.

#403 & 404, 4th Floor, Forum Mart, 89, Kharvel Nagar, Unit - III, Bhubaneswar - 751001, Odisha.

For details on NEW COSMO CITY call +91 9434055555, 9434066666

Signature of First Applicant

Signature of Second Applicant

Note

Lined area for writing notes, consisting of horizontal lines.