



Victorious Buildwell Pvt Ltd.

Plot No. 60,
Sec-18, HUDA,
Gurgaon-122015

Subject: - Application for making investment for future projects of your company

Dear Sirs,

First Applicant

Paste
Self attested
Photograph

Second Applicant

Paste
Self attested
Photograph

Name_____

Name_____

S/W/D of _____

S/W/D of _____

Mailing Address _____

Mailing Address _____

Permanent Address _____

Permanent Address _____

Phone Number _____

Phone Number _____

Permanent Account No. _____

Permanent Account No. _____

Approx detail of the Unit/Units:-

- 1. Unit/Units admeasuring area of _____sq. yds

Undertaking

That I/We Applicant(s) do hereby declare that my/our request for allotment is irrevocable and that the above particulars / information given by me are true and correct and nothing has been misrepresented / concealed there from. I/We undertake to inform the company of any change in the above particulars / information particularly the address, till the property, if allotted, is registered in my / our name(s).

I/We request that I /We may be registered for allotment of a unit, in upcoming projects of the company for which I/We pay herewith a sum of Rs. _____ (Rupees _____ only) by the bank Draft / Cheque No. _____ dated for _____ drawn on _____ in favour of **Victorious Buildwell Pvt Ltd.** as advance for registration amount which is paid subject to the following conditions.

- 1) It is understood that company shall allot me/us the Unit at Basic Price of _____ per sq. yd.
- 2) I/We agree that should there be any escalation in price at the time of possession then the same shall be borne by me/us.
- 3) I/We agree that if there should be any variation in the area of the Unit at the time of booking / allotment then the payment for the excess/ shortfall in area be paid / refunded, as the case may be proportionately at the same rate as agreed herein.
- 4) That I/We have clearly understood that this application for registration does not constitute an Agreement and I/We do not become entitled to allotment by virtue of this application.
- 5) I/We also understand and agree that on payment of 35% of the total Basic Sale Price by me/us, the Builder/buyer agreement will be executed.
- 6) This application is valid only subject to clearance of the cheque.

In addition I/We agree that:

- (i) EDC and any such charges/Taxes by the Govt. or any of its bodies constituted by it and PLC(s) as determined by the Company shall be charged extra.
- (ii) Charges like Maintenance / Power Back up / Parking / STP / External Electrification and such other charges as may be determined by the company for all allottees shall be charged extra at the time of possession or earlier.
- (iii) Subleasing is permissible with the Consent of the Company or on being authorized by it.
- (iv) In the event of default in making payment of any installment(s)/amounts as demanded by the company or any of the other terms and conditions agreed herein, my/our registration shall be cancelled and I/We shall be left with no right, lien or interest therein except claim of refund of the amount paid by me /us after deduction of 50% of the amount deposited without interest with in 6(six) months from the date of cancellation.
- (v) That for cancellation of the booking at my/our behest/request, I/We shall be left with no right, lien or interest save and except the claim of 50% refund of the amount of booking paid by me / us, without interest, in 6 (six) months from the date of acceptance of cancellation.
- (vi) I/We understand & agree that finalization of allotment shall be subject to due execution of the Builder/Buyer Agreement.
- (vii) That I/We understand and agree that in case the Buyer fails to execute Builder/ Buyer Agreement, his booking will be cancelled leading to forfeiture of 50% of the amount paid.
- (viii) That in future for surrender / cancellation of the registration I/We shall give NOC (No Objection Certificate) from the dealer through whom booking is/ was made.
- (ix) I/We understand & agree that if the installment(s) or any other demands as & when raised by the company are not paid in due time, the buyer(s) will be liable to pay interest as per the company's policy.
- (x) That I/we understand that the terms & conditions given are of indicative in nature with a view to acquaint the applicant(s) with the terms & conditions as may be comprehensively set out in the Builder/ Buyer Agreement.
- (xi) That I/We understand that offer of allotment in the Company's proposed scheme shall be as far as possible be made to me/us within 12 months of registration failing which I/We shall be entitled to simple interest @ 11% per annum from the date of payment of such advance.
- (xii) That the advance paid by me/us would be adjusted against the amount payable for the allotment of the unit.

- (xiii) That I/We understand and agree that size of unit will be subject to variation of 15%.
- (xiv) That the company reserves its right to reject my/our application and cancel my/our registration without assigning any reason there of and in such event I shall only be entitled to get the amount of advance paid by me along with simple interest @ 11% per annum from the date of payment in 6(six) months from the date of cancellation.
- (xv) That arranging finance shall be my sole responsibility and I shall never seek any time relaxation for payment of dues/installments even if the company facilitates in arranging finance for me.
- (xvi) That the allotment shall be subject to due execution by me of the standard Buyer's Agreement as per Company format, including maintenance agreement and acceptance by me / us of all the terms & conditions of the company. The stage of execution of any agreement/documents can be preponed or postponed by the Company at its discretion.
- (xvii) That if I /We change my/our address then it shall be my/our responsibility to inform the Company about it & get it changed in Company's records, otherwise the communication sent to my/our given address shall be deemed to have been properly served on me/us.
- (xviii) That I/We agree and acknowledge that the company, in its sole discretion, may abandon the project without assigning any reason thereof and in such an eventuality, the liability of the Company shall be limited only to refund me/us my/our invested amount.
- (xix) That if any dispute arises at any time whatsoever, whether in relation to or in connection with this application form the same shall be adjudicated through arbitration, conducted by the arbitrator nominated exclusively by the Company. The venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. It is clarified that such arbitrator may be associated with the Company. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. That the Courts at Delhi alone shall have the jurisdiction in all matters whatsoever arising at any time regardless of the place of execution of documents.
- (xx) That no preference or choice will be given towards allotment of any particular unit. The size of unit is tentative & subject to change.

Signature of the Sole/First Applicant

Signature of the Second Applicant

Place.....

Place.....

Date.....

Date.....

Broker's Stamp.....

Signature.....

Code.....

Name.....

Address.....

Telephone no.....

Please enclose a copy of the following in respect of each applicant:-

1. Permanent Account No.
2. Residential Proof
3. Photograph
4. Bank attested signature

Note: - Please tick wherever applicable