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CUSTOMER APPLICATION FORM

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**M/s .....**

H-78, Ground Floor,  
Sector 63, Noida (U.P.) 201301

Dear Sir,

I/We request that I/We may be registered for allotment of Farm House/Flat/Villa/Plot at .....  
on Confirmation of registration of Farm House/Flat/Villa/Plot. I/We agree to sign and execute buyer's agreement  
on the company's standard format contents where of have been read and understood by me/us and I/We agree to  
abide by the terms and conditions overleaf with this application form.

I/We clearly understand and agree that this application is a mere request for registration for provisional allotment  
and the same does not constitute or create and right, title or interest whatsoever in my favor in respect of the Farm  
House/Flat/Villa/Plot, notwithstanding the fact that the Company may have issued a receipt in acknowledgment of  
the money tendered with this application. The allotment shall be final and binding upon the Company only after  
execution of Farm House/Flat/Villa/Plot Buyer's Agreement. If, however, I/We fail to execute the standard Farm  
House/Flat/Villa/Plot Buyer's Agreement, Within the stipulated time, then this Application may be treated as  
cancelled at the sole discretion of the Company and then the booking and amount paid by me/us shall stand  
forfeited.

I/We remit herewith a sum of Rs. .... (Amount in figures)

Rs. .... (Amount in words) by Bank

Draft/RTGS/NEFT/Cheque No. ....dated.....Drawn on .....(Name of bank)

payable at Noida towards the advance against booking/registration.

I/We further agree to pay the installment of basic cost, allied charges and any other prevailing or future taxes  
imposed by the Govt. from time to time and cost of confirmation of Registration of Farm House/Flat/Villa/Plot as per  
payment plan opted by me/us.

First Applicant's  
Signature

Second Applicant's  
Signature



**CONTACT DETAILS**

9. Mobile Number ..... Landline .....

10. Email Address .....

11. Father's/ Spouse's Tel. No. (M).....(R) .....

12. PAN Card No. ....

13. Name of POA Holder (if any) .....

**PROFESSIONAL**

14. Name of Organisation/ Business ..... Designation .....

15. Address of Organisation/ Business .....

16. Organisation Type Private  Public  Govt.  PSU

17. Phone Number ..... Extn. ....

Sole/ First Applicant's  
Signature

## APPLICANT'S DETAILS

Affix  
Passport size  
Photograph

### SECOND APPLICANT

#### PERSONAL

Fill in the form in capital letters:

1. Name: Mr./ Mrs./ Ms./ Dr./ M/s    First .....  
Middle ..... Last .....

2. Father's Name    Shri .....

3. Marital Status    Single     Married

4. Spouse's Name    Mrs./ Mr. ....

5. Date of Birth (DD/MM/YYYY) .....

6. Address for Correspondence .....

City..... State ..... Pin Code .....

7. Permanent Address .....

City..... State ..... Pin Code .....

8. If Indian, specify status:    Resident     NRI     Country of Citizenship .....

**CONTACT DETAILS**

9. Mobile Number ..... Landline .....

10. Email Address .....

11. Father's/ Spouse's Tel. No. (M).....(R) .....

12. PAN Card No. ....

13. Name of POA Holder (if any) .....

**PROFESSIONAL**

14. Name of Organisation/ Business ..... Designation .....

15. Address of Organisation/ Business .....

16. Organisation Type Private  Public  Govt.  PSU

17. Phone Number ..... Extn. ....

Second Applicant's  
Signature

# **CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM**

Mandatory to affix passport size photograph in designated areas in the Registration form

## **RESIDENT OF INDIA**

1. Copy of PAN Card
2. Two Recent Photographs
3. Residence Proof (Recent Water Bill/ Electricity Bill/ Telephone Bill)
4. Photo ID Proof (Passport/ Driving License/ Aadhar Card/ Voters ID Card/ Pan card)

## **PARTNERSHIP FIRM**

1. Copy of PAN Card of the Partnership Firm.
2. Copy of Registered Partnership Deed.
3. In case of one of the partners signing the documents on behalf of other partners an Authority Letter from other Partners authorizing the said person to act on behalf of the firm.
4. Two Recent Photographs.
5. Proof of Business Address.

## **PRIVATE LIMITED COMPANY**

1. Copy of PAN Card of the Company.
2. Article of Association & Memorandum of Association duly signed by the Director of the Company.
3. Board Resolution Authorizing the signatory of the application form to buy property on behalf of the Company.
4. Two Recent Photographs of Authorized Signatory.
5. List of Director & Their Shareholding Pattern.
6. Last 6 months Company Search Report.
7. Proof of Business Address.

## **HINDU UNDIVIDED FAMILY**

1. Copy of PAN Card of HUF.
2. ID Proof & Address Proof of HUF KARTA
3. Authority letter from all co- parcnrs of HUF authorizing the Karta to act on behalf of HUF.
4. Two Recent Photographs of Karta.

## **NRI/ FOREIGN NATIONAL OF INDIAN ORIGIN**

1. Copy of Applicant's Passport.
2. In case of Demand Draft, the confirmation from the Banker stating that, the D.D. has been prepared from the proceeds of NRE/NRO Account of the Applicant.
3. In case of Cheque, all payment should be received from the NRE / NRO /FCNR Account of the Customer only or Foreign Exchange Remittance from abroad and not from Account of Any Third Party.

## **IN CASE OF LOAN (Additional documents required)**

1. Latest Two Months' Salary Slip & Last Two Years' Form 16 (Salary Case)
2. Guarantor's ID Proof, Residence Proof, Business Address Proof, Latest Bank Statement, Latest Salary Slip and One Photograph (Salary Case)
3. Last Two Years' Balance Sheet. (Business)
4. Last Two Years' Income Tax Return
5. Last Six Months' Bank Statement

Customer's Signature

Receiving Person

# Terms & Conditions

Terms & Conditions forming part of the Application Form for Registration of Farm House/Flat/Villa/Plot.

1. This Application Form for registration for provisional allotment is a letter of intent expressing the interest/intent of the Applicant to purchase a Farm House/Flat/Villa/Plot in the project. This form does not, by itself, create any rights, title and interest in favor of the Applicant. The allotment shall be final and binding upon the Company only after execution of Flat/Villa/Plot Buyer Agreement. Detailed terms and conditions shall form part of the Flat Buyer Agreement which the Applicant shall execute as and when required by the Company in the Company's standard format which has been thoroughly read and clearly understood by the Applicant shall execute as and when required by the company in the Buyer Agreement shall supersede the terms of this Application Form.
2. The Registration for Booking of Farm House/Flat/ Villa/ Plot is at the sole discretion of the company. Company can reject any application without assigning any reason.
3. The intending applicant (s) has fully satisfied him/her self about the ownership, legal document and physical location of the Proposed Farm House/Flat/Villa/Plot at the time of application and accordingly no objections, investigations or question will be raised by the Applicant in this Respect at any time in future.
4. Due to any Reason, if the company is unable to offer registration for Booking/allotment of the Farm House/Flat/Villa/Plot to the applicant within a period of 6 Months then, it shall provide two options to the applicant (s):  
(i) The applicant(s) May apply for an alternative property developed by the company or (ii) The company shall refund the total amount deposited by the applicant.
5. As per availability of the Farm House/Flat/Villa/Plot Company may offer for allotment of the unit in favour of intending applicant (s).
6. That on receipt of information of registration for booking/ allotment of the Farm House/Flat/Villa/Plot the applicant shall be abide to make payment as per payment plan (enclosed) and be bound by the terms and conditions of this application form and as per company's standard format of agreement contents of which have been read and understood by the applicants.
7. That applicant is entitled only once to get the name of his/her spouse/children/parents substituted in his/her place in the record of the company, who may in its sole discretion permit the same on such condition as it may deem fit.
8. Any cancellation of booking after registration by the applicant is subject to cancellation charges @20% of the total value of the Farm House/ Flat/Villa/Plot. These charges would be deducted from the amount deposited by the applicant.
9. That the Applicant (s) on being Non Resident of India/Foreign National Buyer shall be responsible for the fulfillment of it's obligations in laws, rules notifications including that for the remittance of payment(s) and obtaining permissions as prescribed by law for acquisition of immovable property in India.
10. In case of joint application. if Applicant(s) claims for cancellations, the company will refund payment in favour of 1st Applicant after deduction of cancellation charges and all the Applicants hereby accord their consent for the same.
11. The applicant shall get his/her complete address registered with the company at the time of applying for registration and it shall be his/her responsibility to inform the company by registered AD letter about all subsequent changes, if any in his/her address, failing which all demand notices and letters will be posted at the first applicant registered address and it will be deemed to have been received by applicant(s). the applicant shall be responsible for any default in payment and/or other consequences that might occur there form.
12. If the intending allottee (s) fails to pay successive installment (s) within the prescribed time then interest shall be payable as follow:  
A. Up to one month from the due date of unpaid installment 18% p.a. of the due amount.  
B. After one month onwards from the due date of unpaid installment 24% p.a. of the due amount.  
C. After three months form of due date of unpaid installment company will have right to cancel the registration which is subject to cancellation charges @ 20 % of the total value of Farm House/Flat/Villa/Plot.
13. In case intending Applicant/ Allottee wants to avail for a loan facility from his/her employer or financing bodies to facilitate the purchase of the unit applied for the company shall facilitate the process subject to the following:  
A. The terms of the financing agency shall exclusively be binding and applicable upon the applicant only.  
B. The responsibility of getting the loan sanctioned and disbursed as per the company payment plan/schedule shall rest exclusively on the applicant / Allottee, In the event of the loan not been sanctioned or the disbursement getting delayed, then the payment including interest payable to the company as per payment plan/schedule shall be ensured by the applicant/allottee.
14. If any third party makes payment/ remittance on behalf of the applicant (s). He/She shall have no right to claim on the company and the Company shall not be responsible of such transaction from third party.
15. In case of acquisition of land by government or for the execution of order passed by any completed court the company shall refund the amount deposited by the applicant without interest.
16. The Company shall not be responsible or liable for delay in allotment of Farm House/Flat/Villa/Plot, If such performance is prevented, delayed or hindered by any reason which is beyond reasonable control of company for example if any competent authority refuses, delays withholds denies the grant of necessary approvals for any reasons whatsoever, force majeure events, Act of God, Govt/ Court order. change in laws, Dispute, war Action by Military authorize or any other cause/reasons.
17. Company reserves the right to change any design/ layout/area/specification/facilities and amenities of the proposed project without prior notice and information. The Brochure / Map is for illustration purpose only and it cannot be treated as a legal document.
18. That after completion of the Farm House/Flat/Villa/Plot and receipt of fully consideration and other charges, if any, payable by the applicant(s), Sale Deed shall be executed in favour of the Applicant (s) on the format provided by the company. All expenses toward execution of sale deed/registration shall be borne by the applicant (s). That the Applicant (s) undertakes to remain present before the registering Authority at the time of registration of the sale deed.
19. The intending allottee (s) shall make payment of all the amenities and services before registry thereafter the intending allottee shall be liable to pay regular expenses i.e. maintenance charges, development charges and other necessary charges etc. to the company society for proper development and maintenance of the amenities and facilities.
20. No legal proceedings can be initiated by the applicant(s)/ allottee (s) against the company on the basis of this application form.
21. The company has sole right to incorporate more terms and conditions for smooth functioning, construction of the project or to effectuate any statutory rules and regulations.
22. That legal heirs and representative of the applicant(s) will also be bound in all respect of the terms and conditions of this application form.
23. The payment shall be accepted only through A/c Payee Cheque, Bank Draft, Bank Cheque or through NEFT/RTGS drawn in favour of **MAGIC INDIA HITECH PROJECTS PVT. LTD.** Payable at Noida/Ghaziabad and the company shall issue proper receipt in token of receipt of the payment.
24. Any dispute of difference amongst the Applicant/ Allottee (s) and the company shall be resolve through arbitrator in term of the Arbitration and Conciliation Act, 1996 and statutory modifications thereof. the venue of the arbitration shall be at Ghaziabad (U.P.) only, Subject to the aforesaid, the Courts at Ghaziabad (U.P.) shall have exclusive jurisdiction to entertain the dispute between the parties hereto.

First Applicant's Signature

Second Applicant's Signature

**FOR OFFICE USE ONLY**

**Unit Details**

Name of the Project -----

Type                      Farm House       Villa       Flat\_\_\_\_BHK       Plot

Unit No. -----

Basic Rate -----

PLC (if any) -----

Rate per Sqyd / Sqft -----

Special Offer (if any) -----

Booking                      Direct                       Channel Partner

Name of Employee/Channel Partner -----

Name of the Firm -----

Address -----

Email ID. -----

Phone No. -----

PAN Card No. -----

Special Offer (if any) -----



**MAGIC INDIA HITECH PROJECTS PVT. LTD.**

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H-78, Ground Floor, Sector 63, Noida (U.P.) 201301

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