

**F | BROKER DETAILS**

Broker's Name / Organization: .....

..... Relationship Officer: .....

PAN:

D D M M Y Y Y Y

Signature of Applicant/Authorised Signatory  
 (with stamp in case of Company)

Signature of Co-Applicant/Authorised Signatory  
 (with stamp in case of Company)

**G | TERMS & CONDITIONS**

1. This application is only a request of the applicant(s) for allotment of unit(s) / car parking space(s) and does not create any right whatsoever or howsoever of the applicant(s).
2. Promoter, Magus Bengal Estates Pvt. Ltd., reserves the right not to accept the said application and also the right to allot / transfer the unit(s) to any other person/firm/company without any objection / obstruction from the applicant(s) or any other person claiming through him / her / it. Promoter at its absolute discretion shall be entitled to reject the application without assigning any reason whatsoever or howsoever. The applicant(s) agrees that in the event of non-acceptance / rejection of the application by the Promoter, the application amount will be refunded without interest.
3. In case the applicant(s) desires to withdraw the application for purchase of Unit any time hereafter, or in case of default by the applicant(s) to execute the Agreement for transfer (in short "the Agreement") within 15 (fifteen) days of allotment, then the Promoter will be entitled to deduct a sum equivalent to ₹ 50,000/- (Rupees Fifty Thousand Only) out of the application money and refund the balance to the applicant(s) and the applicant(s) shall forfeit the right to be allotted the Unit(s) and the applicant(s) hereby consent to the same.
4. The applicant(s) shall be bound by the terms and conditions as be contained in the Agreement, which shall be common to all prospective buyers of unit(s) / car parking space(s).
5. The applicant(s) shall be entitled to transfer or alienate his/her rights under the Agreement subject to the applicant(s) making payment of the all amounts payable under the Agreement to the Promoter and not being in default in observance of his/her obligations under the Agreement and fulfillment of the conditions for such transfer / nomination to be stipulated in the Agreement, including payment of nomination charges to the Promoter.
6. The applicant(s) shall pay interest @18% (eighteen percent) per annum on all sums becoming due and which the applicant(s) fails to pay to the Promoter within the period stipulated in the Allotment Letter / Agreement, without prejudice to the other rights of the Promoter.
7. In case the applicant(s) commits default in making payment of the consideration or in observing his/her covenants under the Agreement, then the Promoter shall be entitled to terminate the allotment / agreement without in any way becoming liable to the applicant(s) and upon the Promoter having entered into a contract for sale of the said Unit / Car parking space, the Promoter shall refund to the applicant(s) the earnest money paid by the applicant(s) to the Promoter after deduction of a sum equivalent to .....% (.....percent) of the consideration as and by way of pre-determined compensation / liquidated damages, it being clarified that other amounts on account of extras shall not be refunded.
8. The Promoter shall be entitled to have the plan as is or may be sanctioned from time to time to be modified and/or altered. In case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with, to which the applicant(s) shall not raise an objection in any manner whatsoever.
9. The applicant(s) shall be bound to become a member of the Maintenance Company / the Association and shall sign and execute all papers, documents and applications for the purpose of formation of the same and proportionately pay and incur all costs, fees, charges, and expenses in that behalf and do all the necessary acts, deeds, matters and things.
10. Unless an Agreement is executed in writing, the applicant(s) shall not be entitled to and hereby agree not to claim any oral agreement in any manner whatsoever or howsoever.

*I/we declare that the above terms and conditions have been read and clearly understood by me/us and the same are applicable to me/us.*

Place: .....

Date: .....

Signature of Applicant/Authorised Signatory  
 (with stamp in case of Company)

Signature of Co-Applicant/Authorised Signatory  
 (with stamp in case of Company)

**FOR OFFICE USE ONLY**

.....  
 Checked By

.....  
 Ratified By

# APPLICATION FORM

Sl. No.



**MAGUS BENGAL ESTATES PVT. LTD.**

**Corporate Office:** @ 9-IT Chambers, "Mani Square", 164/1, Maniktala Main Road, Kolkata-700 054. Phone: (033) 23407100; Fax: (033) 2340 7263

**Site Office:** Plot No. II F/4, Action Area IIF, Newtown, Rajarhat, Kolkata

