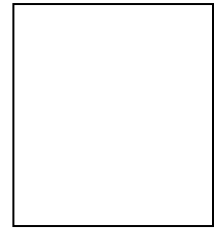




CIN -.....  
 RERA REGN. NO-.....  
 CORPORATE OFFICE : SANFRAN SQUARE, A-73, SECTOR-2, NOIDA -201301  
 Email:-[info@sanfrangroup.com](mailto:info@sanfrangroup.com), Website : [www. Sanfrangroup.com](http://www.Sanfrangroup.com)



**APPLICATION FORM**

( SANFRAN ESTATE , SULTANPUR ROAD, LUCKNOW)

Dear Sir/ Madam(s),

I /we the undersigned request that a villa may be allotted to me/ us as per the Company's terms and conditions which I/We have read and understood and shall abide by the same as stipulated by your Company.

I/we further agree to sign and excute any necessary agreement, as and when desired by the Company on the Company's standard format . I/we have, in the meantime, signed the salient terms and conditions of sale attached to this application form .....

I/we remit herewith a sum of Rs.....) by Bank draft/ cheque No..... dated .....drawn on.....  
 ..... Bank payable at Lucknow as part of earnest .

(All drafts and cheques to be made in favour of Sanfran Developer Pvt. Ltd. A/c Sanfran Estate, Lucknow payable at Lucknow or as mentioned in price list of the project. I/we agree to pay further installments of sale price as stipulatd/called for by the Company and the other charges as and when called for. My/Our particulars as mentioned below may be recorded for refrence and communication.)

1. **Applicant (Sole/First)** .....  
 S/W/D/of ..... Nationality.....  
 Address (for communication).....  
 ..... Pin Code ..... 

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 Telephone No ..... Fax No.....  
 Email ID..... Mobile No.....

**Personal Details:-**

Occupation/Business..... Name of the Employer/Business.....  
 Address of the Employer/Business.....  
 Contact No..... Annual Income.....

**Funding Detail:-**

The Purchaser consideration shall be paid out of

In sources/savings/Investments                       Funding from bank/financial institutions  
 Quantum of loan to be raised Rs.....

2. **Second Applicant:-**

Name.....S/W/D/ of.....  
 Local Address (if any)..... Nationality.....  
 ..... Pin Code ..... 

--	--	--	--	--	--

  
 Telephone No ..... Fax No.....  
 Email ID..... Mobile No.....

3. Residential status                      Residential Indian                                            Non Residential Indian                     

4. Payment Plan                      Down Payment                                            Instalment

5. Detail of unit to be purchased:-

S No.	Particulars	
1	Type of property	
2	Unit No.	
3	Carpet area (sq.ft.)	
4	Basic Sale Price	₹.....
5	PLC (Corner)	₹.....
6	PLC (Park facing)	₹.....
	Additional Charges:	₹.....
7	Club membership	₹.....
8	Interest Free Maintenance Security	₹.....
9	Water & Electric feasibility charges	₹.....
10	One Year maintenance charges	₹.....
	<b>Total Cost of the unit</b>	₹.....

Note: GST, Stamp Duty, other taxes or Govt. Levy shall be charges extra as applicable.

6. Allottee's Income tax Permanent Account No. (PAN).....

7. Particulars of the Agent/Dealer:

Name.....

Address & Phooone Nos.....

.....

8. Declaration:-

I/We, the undersigned (Sole/First & Second Applicant), do hereby declare that the above mentioned particulars/information given by me/us are true and correct and nothing has been concealed threfrom.

x

Signature of Applicant (s)

Place..... Date.....

**FOR OFFICE USE ONLY:**

1. Applicant Accpeted / Rejected

2. Detail of Unit allotted:

Type.....Unit No.....Carpet area.....sq.mtr/sq/ft. Basic Sale Price.....

PLC (1) Rs.....PLC (2) Rs.....Additional charges: Club memebership Rs.....

Interest free maintenance charges Rs....., Water & Electric feasibility charges Rs.....

One year maintenance charges Rs.....

3. Total Cost of the Unit in Rs.....

4. Amount received at the time of booking vide Draft /Cheque No.....Dated.....Rs.....

(Rupees.....(in words)

Drawn on.....(Bank at Lucknow) vide our Receipt No.....Dated.....

5. Type of Account.....Savings / Current

6. No. of Joint Applicants.....

Dated.....

Place.....

Authorised Signatory

Check List for KYC:

- Customer's signature on all pages of the Application form.
- Self-attested copy of PAN Card
- 2 passport size photographs
- Self-attested copy of address proof (Ration Card/Electricity Bill/Telephone Bill/Water Bill/Bank Passbook/Passport/Voter ID card / Adhaar Card / Driving Licence)
- Form 60 and Bank verification (if PAN Card is not available)
- For Companies: Memorandum & Articles of Association and certified copy of Board Resolution, COI, Company PAN card of all Directors
- For Foreign Nationals of Indian origin: Passport photocopy and Cheque of NRE account
- For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) of from Non-Resident A/c. of Applicant(s).

### TERMS & CONDITIONS OF ALLOTMENT

1. I/We have applied for allotment of Residential Villa in the Residential Project named as “SANFRAN ESTATE” (“said Project”) to be developed and constructed under lawful arrangement by **M/s Sanfran Developer Pvt. Ltd.** (hereinafter referred to as the “Company”).
2. Before applying for allotment of Residential Villa, I/We have fully satisfied myself/ ourselves about the nature of rights, title, interest of the Company in the said Project, which is to be developed/ constructed by the Company as per the prevailing byelaws/guidelines of the **Lucknow Development Authority (LDA)** and/or any other authority and has further understood all limitations and obligations in respect thereof, I/We further agree to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by other Authorities in this regard to the Company.
3. The allotment of the Residential Villa is entirely at the discretion of the Company. The allotment of the said Residential Villa shall be provisional and shall be confirmed on the issuance of Letter of Allotment or on signing of Agreement to Sale on the Company's standard format which has been read and understood by me/us.
4. I/We acknowledge that the Company, as and when demanded by me/ us, has provided all information & clarifications as required by I/We and that I/We have not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Project and the said Residential Villa(including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company, estimated facilities/amenities to be made available to me/us or any other data except as specifically represented in this Application and that I/We have relied solely on my/ our own judgment and investigation(s) for applying for allotment of the said Residential Villa.
5. I/We hereby agree and understand that the Residential Villa area provided herein & subsequently in Allotment Letter/ Buyer(s) Agreement are purely tentative and subject to approval from the Sanctioning Authority or Architect or Structural Engineers of the Company and I/We hereby give my/our consent for change (decrease/ increase) in the area of the said Residential Villa, change in its dimension, size, height, location, number, boundaries etc. shall be confirmed by the Company on completion of development of the Project. In case of increase in the area of the said Residential Villa, I/We shall pay for the initial 3% of increase in area at the rate of booking of the said Residential Villa and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Residential Villa, the amount received in excess over and above the total cost of the said Residential Villa based on the changed area, shall be refunded/ adjusted (as may be) by the Company to me/us without my/ our protest and demur and without any interest thereon.
6. Transfer of the Villa including rights as buyer herein by me, before registration of Villa in favour of the other buyer / family members, will be at the sole discretion of the company and will need its prior written approval. Administrative Charges as prescribed by the company from time to time will be paid by me/ us at the time of transfer. Any change in the name (including additions/ deletion) recorded as buyer with the company will be deemed as transfer for the purpose. The administrative charges for the transfer of the plot amongst family members (husband/ wife and own children/ mother/ father and / brother/ sister) will be 25% of the normal administrative charges. Claims if any, between transferor and transferee as a result of subsequent reduction/ increase in the area or its location will be settled between themselves i.e. transferor and transferee and the company will not be a party to it.
7. I/we have examined the tentative plans, Floor Plans, layout plans, designs and specifications of the Residential Villa and have agreed that the Company may affect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Residential Villa.
8. I/we have specifically agreed that if due to any change in the layout, the said Residential Villa ceases to be preferentially located; the Company shall refund/ adjust the amount of preferential location charges paid by me/us in the last installments or as shown in the payment plan. If due to any change in the layout/building plan, the said Residential Villa becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.  
The common walls of the adjoining shall be jointly owned and used equally for support whether vertical or lateral etc.by the respective House Buyers as the common walls are partly on each adjoining units. The area of the house includes half of the area covered by the common walls are partly on each adjoining units.
9. I/we hereby agree that the amount paid with the application and in installments as the case may, to the extent of 20 % of sale consideration of the Residential Villa shall collectively constitute the earnest money, I/We understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy etc. pertaining to the said Residential Villa is the essence of the terms of the booking/ allotment. If I/We fail/ default in making payment of due amount within stipulated period then the Company shall have rights mentioned herein below:
  - a) to keep on abeyance/ suspension of the booking or cancel the allotment of the said Residential Villa.
  - b) to forfeit/deduct the earnest money together with interest on installments due but unpaid and interest on delayed payments.
  - c) to re-allocate the provisional allotment of the said Residential Villa which includes change in area and location of the said Residential Villa.
- i. If the Company opts to exercise the rights mentioned in sub-clause (a) and (b) as above, then the balance amount shall be refundable to me/us without any interest, after the said Residential Villa is allotted to some other intending Allottee(s) and after compliance of certain formalities by the Allottee(s).

Signature of Applicant(s)

- ii. If the Company opts to exercise the rights mentioned in sub-clause (c) as above and as a result thereof, there are any changes in dimension, size etc. of the said Residential Villa then the price towards increase/decrease of re-allotted Residential Villa shall be deal (paid/adjusted) in a manner detailed in this Application Form.
  - iii. Further, if any discount/concession, in whatsoever way, has been given by the Company in the Basis Sale Price/ payment term to me/us in lieu of my/ our consensus for timely payment of installments and other allied/ additional cost, then I/We hereby authorize the Company to withdraw such discount/concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which I/We hereby agree to pay immediately. The Company in its absolute discretion may condone the delay by charging penal interest @ 17 % p.a. for up to one month delay from the due date of payment and @ 17 % p.a. thereafter on all outstanding dues from their respective due dates.
  - iv. I/we further agree that in case of down payment plan, if I/We fail to pay the installments in the promised timeframe, then the down payment Plan shall be automatically considered as construction linked Payment Plan. In concurrence of the same the Company shall take the step.
10. Detailed in sub-clause (iv) of Clause 9 and shall have right to withdraw discounts provided in the down payment of the said Residential Villa. The Payment Plans are annexed herewith as Annexure-A.
  11. All payments by the applicant shall be made to the Company through demand drafts/ Cheques drawn upon scheduled banks in favour of "**Sanfran Developer Pvt. Ltd. A/c Sanfran Estate, Lucknow**" payable at Lucknow.
  12. I/We have specifically agreed that if I/We propose to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation /withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation I withdrawal by the allottee, whichever is earlier.
  13. Assignment/Transfer of allotment of the Residential Villa by the applicant shall be permissible at the discretion of the Company on payment of such administrative cost as may be fixed by the Company from time to time. Provided the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of allotment, I/We hereby clearly agree and understand that the development period of the said Residential Villa shall be reckoned with effect from the date of assignment of allotment right in the said Residential Villa in favour of my/ our Assignee(s).
  14. All statutory charges, taxes, cess, service tax, TDS and other levies demanded or imposed by the concerned authorities shall be payable proportionately by me/us from the date of booking as per demand raised by the Company. Notwithstanding anything contains contrary hereinabove, I/We hereby understand that Service tax (if applicable) shall be payable in accordance with the opted payment plan for payment of sale consideration of the said Residential Villa If I/We fail to disburse the installments along with applicable Service tax of the sale consideration of the said Residential Villa in timely manner, in such eventuality, the unpaid service tax shall be construed as unpaid sale consideration of the said Unit and Applicant shall be liable to pay the due installments along with due service tax along with interest calculated per annum as applicable.
    - a) The Buyer shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges, other incidental expenses and for registration thereof in relation to the Built House and / or the plot underneath as may be intimated to me / us by the Company.
  15. That as per Section 194-IA of the Income Tax Act, 1951, the allottee/allottee(s) shall deduct and deposit 1% TDS on demand amount paid or payable on or after 1st June, 2013 on purchase of immovable property value of Rs. 50 Lakhs and above and submit copy of TDS deposited challan to the Promoter/Developer for getting TDS credit in your account.
  16. The maintenance, upkeep, repairs, security, landscaping and common services etc. of the said Project shall be managed by the Company or its nominated Maintenance Agency, I/We shall pay, as and when demanded, the maintenance charges including interest free maintenance security deposit for maintaining and up-keeping the said Project and the various services therein, as may be determined by the Company or the maintenance agency appointed for this purpose. Any delay in making payment will render me/us liable to pay interest @17% per annum. Non-payment of any of the charges within the time specified shall also disentitle me/us from the enjoyment of the common areas and services.
  17. I/We hereby agree to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/Maintenance Agency from the date of commencement of maintenance services by the Company/Maintenance Agency in the said Project after the offer of possession of the Residential Villa.
    1. The above arrangement will be applicable till the maintenance of various services of the entire colony is handed over to the local/ civic body or any other agency. I/ we agree and consent to the above arrangement and further undertake that I/we shall not question the same singly or jointly with other clients(s). However, the company or its appointed maintenance agency may withdraw from the management aforesaid at any time after a general notice in the colony and give up its residuary rights therein
  18. **PENALTY CLAUSE** - I/We hereby agree to this Penalty Clause on bouncing of cheque issued by me/us for payment installments due against our unit or maintenance charges, with the reference to Section 138 Negotiable Instruments Act 1881 (and any revision thereafter). Bouncing of payment cheques against any dues, to be paid to **Sanfran Developer Pvt. Ltd.**, at first Instance Company will inform me/us for such incidence reserving its right to issue a show cause notice and allow presentation of cheque to my/our banker immediately for release of payment without any charges. However, if any cheque bounced again it shall invite penalty of Rs.500/ bouncing of cheque including first instance with an interest @ 17% on additional delay from the date of installments due shall be charged till the date it paid to **Sanfran Developer Pvt. Ltd., A/c Sanfran Estate, Lucknow.**
  19. If I/We have NRI/ PIO status or if I/We am/are foreign national, then I/We shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Company, the amount paid towards booking and further consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith, I/We agree that the Company will not be liable in any manner on such account.
  20. The Company shall have the first lien and charge on the said Residential Villa for all its dues and other sums payable by the applicant to the Company. Loans from financial institutions to finance the said Residential Villa may be availed by me/us. However, availability of Loan/approval of the Project by the Financial Institution is not the pre-requisite/condition precedent of the allotment of the said Residential Villa and I/We hereby agree to pay the sale consideration of the aforesaid Residential Villa according to

opted Payment Plan, irrespective of availability of finance from any Financial Institution. Further if any particular Institution/ Bank refuse to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non- payment of further installments/ dues.

Signature of Applicant(s)

21. In case the Company is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us. The Company shall endeavor to give possession of the Residential Villa to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company with a reasonable extension of time for possession subject to making of timely payment of installments to the Company by me/ us.
22. I/we shall before taking possession of the Residential Villa, must clear all the dues towards the Residential Villa and have the Conveyance Deed for the said Residential Villa executed in my/our favour by the Company after paying applicable stamp duty, registration fee and other legal charges/ expenses.
23. I/We shall use/ cause to be used the said Residential Villa for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Residential Villa and forfeiture of the earnest money and other dues as stated herein above and the applicant will have to compensate the Company for all other losses resulting there from.
24. I/we shall have no objection in case the Company creates a charge on the project land during the course of development of the Project for raising loan from any bank/ financial institution. However, such charge, if created, shall be vacated before handing over possession of the Residential Villa to me/ us.
25. Detailed terms and conditions shall form part of the Allotment Letter/Buyer's Agreement which the applicant shall execute as and when required by the Company.
26. I/we shall get my/our complete address and e-mail ID registered with the Company at the time of booking and it shall be his responsibility to inform the Company through letter by Registered A.D. about all subsequent changes in his address and e-mail ID, failing which, all demand notices and letters posted at the first Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from. Further, I/We hereby agree that the Company shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company.
27. To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by the applicant that reference shall be made to the detailed terms of the Allotment Letter/ Agreement to Sale, the terms whereof have been seen, read and understood/accepted by me/us.
28. In case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.
29. It is specifically agreed by me/ us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/Buyers agreement shall supersede over the terms and conditions as set forth in this Application Form. However, I/We shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Agreement to Sale in this regard.
30. If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment will be cancelled and the earnest money as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.
31. All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment of unit) including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through process of Arbitration.
  - a) Any dispute arising out of this agreement shall be subject to jurisdiction of Noida, District Gautam Budh Nagar only.
32. The Unit will be completed as early as possible as but not later than 36 months from the date of commencement of construction subject to force majeure and any circumstance beyond the control of the Developer.

**Declaration:**

I/we declare that the above terms and conditions have been read / understood and the same are acceptable to me/us. I/We sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed this Application Form and paid the booking amount for allotment, I/We further undertake and assure the Company that in the event of rejection of my/our application for allotment for whatsoever reason, including but limited to noncompliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/We shall be left with no right, title, interest or lien under this Application or against any Unit in relation to the said Residential Villa.

In consequence of the Company abandoning the scheme, the Company's liability shall be limited to the refund of the amount paid by the applicant(s) without any interest or compensation whatsoever.

I/We have fully read and understood the above mentioned terms & conditions and agree to abide by the scheme.

Date.....

Place.....

Signature of Applicant(s)



To,

The Manager,  
Sanfran Estate  
Lucknow

Subject: No objection certificate

Sir/Madam,

This is to bring to your kind notice that I am applying for a Unit No.....of Sanfran Estate, Lucknow Residential Scheme located at Sultanpur Road, Village Bakkas, Lucknow.

Whereas the Developer of the above noted Housing Scheme, Sanfran Developer Pvt. Ltd. having its registered office at A-73, Sector-2, Noida-201301 is under process of inducting some more area in above noted housing scheme.

Whereas by this letter, I provide my consent for proposed expansion in the above noted housing scheme bearing layout no. ....dated.....and I have no objection in revision and expansion of layout.

Thanking You

Yours sincerely,

(Name)