



KANPUR-GWALIOR BYEPASS ROAD, JHANSI – U.P 284128

APPLICATION FORM FOR REGISTRATION & BOOKING OF RESIDENTIAL VILLA FOR PROVISIONAL
ALLOTMENT IN **SANFRAN ASHOK CITY, JHANSI**

RERA REGISTRATION NUMBER - UPRERAPRJ10375

To,
SANFRAN DEVELOPER PVT. LTD.
143, First Floor, Tribhuvan Complex
Ishwar Nagar, Mathura road
NEW DELHI -110065

Date...

Dear Sir,

I/we remit herewith a sum of Rs. _____ (Rupees _____)
vide Bank Draft/ Cheque No. /Cash _____ dated _____ drawn on _____
payable at _____ being booking money for allotment of a Residential Villa at **"SANFRAN ASHOK CITY"**.

I/we, having examined the tentative layout plan of the Residential project named as **"SANFRAN ASHOK CITY"**, to be developed under lawful arrangement by M/s Sanfran Developer Pvt. Ltd. (hereinafter referred to as the "Company").

I/we agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute, and contents whereof have been read and understood by me/us and I/we agree to abide by them, I/we shall accept the specifications of the Residential Villa and I/we shall pay basic sale price, preferential location charges, additional cost/ charge, Service Tax, TDS and the applicable Stamp Duty etc. as and when demanded by the Company.

I/we have clearly understood that this application does not constitute an Agreement to sell and I/we do not become entitled to the provisional and/or final allotment of Residential Villa notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. It is only after I/we sign and execute the Allotment Letter/ Buyers' Agreement, the allotment shall become final and binding upon the Company. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter/ Buyer's Agreement within thirty (30) days from the date of its dispatch by the Company then the Company may at its sole discretion treat my/our application as cancelled and the earnest money paid by me/us in the form of booking amount shall stand forfeited.

I/we further agree to pay the installments and additional charges as per the Payment Plan (opted by me/us) as shown in the Price List and/or as stipulated/ demanded by the Company, failing which the allotment will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company. My/Our particulars are given below:

(First Applicant)

(Second Applicant)

1. First Applicant

Mr./Mrs./Ms.....

Son / Wife / Daughter of.....

Residential Address.....

.....

Correspondence address

.....

PHOTOGRAPH

Residential Status: Resident ☐ Non-Resident ☐

Tel.....Mobile.....

Fax No.....Mail.....

Nationality.....Permanent Account No.....

2. Second Applicant

Mr./Mrs./Ms.....

Son / Wife / Daughter of.....

Residential Address.....

.....

Correspondence address.....

.....

PHOTOGRAPH

Residential Status: Resident ☐ Non-Resident ☐

Tel.....Mobile.....

Fax No.....Mail.....

Nationality.....Permanent Account No.....

(First Applicant)

(Second Applicant)

DETAILS OF UNIT REQUIRED FOR ALLOTMENT

Type of property

Tentative Unit Number

Tentative Block

Required Area (in sqft)

Preferential Location Charges (.....%)

Other Charges

Stamp Duty, Registration Fee, Labour Cess and allied charges for execution and registration of Conveyance Deed will be additionally payable by the applicant allottee as and when required before possession.

FOR OFFICE USE ONLY

1. Application received by:

2. Application accepted/ rejected:

3. Registration amount received vide Receipt No. _____ dated _____

For Rs. _____

4. Cost confirmation at Annexure – A

First Applicant

For: Sanfran Developer Pvt. Ltd.

Second Applicant

(Authorised Signatory)

FOR OFFICE USE ONLY

Place.....

Date.....

Tentative Villa No./ _____

(Plot Area) _____ **(in sq.mtr.)** _____ **(in sq.ft.)**

(Built-up Area) _____ **(in sq.mtr.)** _____ **(in sq.ft.)**

Details of Pricing:

Basic Sale Price Rs. _____

Preferential Location Charges Rs. _____ (_____ %)

Total Cost of Unit Rs. _____

In words _____
_____)

Remark (if any) _____

Payments received vide Cheque/DD/Pay Order No. /Cash _____ dated _____ for Rs. _____

In words _____
_____)

Receipt No. _____ Receipt Date _____

Check List for Receiving Application:

- ☐ Customer's signature on all pages of the Application form.
- ☐ Copy of PAN Card.
- ☐ Photograph
- ☐ Address Proof (Ration Card/Electricity Bill/Telephone Bill/Water Bill/Bank Passbook/Passport/Voter ID card / Adhar Card / DL.)
- ☐ Form 60 and Bank verification (In case if PAN Card is not available)
- ☐ For Companies: Memorandum & Articles of Association and certified copy of Board Resolution.
- ☐ For Foreign Nationals of Indian origin: Passport photocopy.
- ☐ For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident A/c. of Applicant(s).

(First Applicant)

For: Sanfran Developer Pvt. Ltd.

(Second Applicant)

(Authorised Signatory)

BASIC TERMS AND CONDITIONS

1. I/we have applied for allotment of Residential Villa in the Residential Project named as “**SANFRAN ASHOK CITY**” ("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 **Jhansi Development Authority (JDA)** 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 Buyer's Agreement 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. The offer for allotment of the said Residential Villa and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment) shall be subject to the permissions granted by authority. The usage of the said Residential Villa construction thereon by me/us shall be subject to approval of building plan of the said Residential Villa by the Competent Authority as per zoning conditions, rules and regulations of all applicable law in state of Uttar Pradesh and subsequent notification and shall also be subject to the restrictions as may be imposed by the Competent Authorities which shall include the norms pertaining to the covered area, ground coverage and area for common usages in the said Residential Villa, I/we further agree that irrespective of the size of the Residential Villa to be allotted through Buyer's Agreement, I/we can only be entitled to construct houses for residential purpose thereon only in the area approved in zoning plan. If the concerned Authority imposes certain restriction/ permission towards built up area on the said Residential Villa, in such eventuality I/we shall be liable to comply such restriction/ permission to the fullest extent.
6. 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 10% 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.
- (a) 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.

(First Applicant)

(Second Applicant)

- 8 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.
9. 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.
 - (a) 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 Villa. The area of the house includes half of the area covered by the common walls. are partly on each adjoining Villa. The area of the house includes half of the area covered by the common walls.
- 10 (i) 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.
- (ii) 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).
- (iii) 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.
- (iv) 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 @ 24 % p.a. for up to one month delay from the due date of payment and @ 24 % p.a. thereafter on all outstanding dues from their respective due dates.
10. 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.
11. 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**.
12. 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.**" payable at Jhansi.

(First Applicant)

(Second Applicant)

13. Assignment 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 @24 % per annum (or, 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. 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 @15% 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.
16. 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.
- (a) 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 consents to the above arrangement and further undertakes 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.
17. **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 @ 15% on additional delay from the date of installments due shall be charged till the date it paid to **Sanfran Developer Pvt. Ltd**. Thus, one month grace period given to me/us for making payment shall also get withdrawn.
18. 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

(First Applicant)

(Second Applicant)

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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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/ Buyer's Agreement, the terms whereof have been seen, read and understood/accepted by me/us.
27. 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.
28. It is specifically agreed by me/ us that upon execution, if any ambiguity is apparent on its face, on such

(First Applicant)

(Second Applicant)

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/Buyer's Agreement in this regard.

29. 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.
30. 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 Delhi Courts only.
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 builder.

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 (his 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 non-compliance 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.

Name of the 1st Applicant

Name of the 2nd Applicant

Place: _____

Date: _____



SANFRAN DEVELOPER PVT. LTD.
DELIVERING A BETTER FUTURE
AN ISO 9001:2008 CERTIFIED CO.

SANFRAN DEVELOPER PVT. LTD.

Head Office: 143 First Floor, Tribhuvan complex Ishwar Nagar, Mathura Road
New Delhi-110065.

(First Applicant)

(Second Applicant)

SPECIFICATIONS

❖ Type Of construction

Fully frame structure adhering to the earthquake resistance codes.

❖ External Finish

Approved quality texture paint with branded make.

❖ Flooring

(i) Living, Dinning, Lobby & Family lounge	Tiles Flooring
(ii) Drive way	Heavy duty parking tiles

❖ Internal Finish

Oil bound distemper on walls and ceiling with POP cornice.

❖ Kitchen

Modular Kitchen
Tile flooring with granite working top, 2'
high ceramic tiles on wall above working top, single
bowl stainless sink.

❖ Toilets

Branded C.P. fittings.

❖ Wood work

Flush door medium quality, water proof, Main door
of house will be of High quality.

❖ Paint

Distemper / Oil bounded.

❖ Electric Fitting

Modular Switches with Branded wires.

(First Applicant)

For-Sanfran Developer Pvt. Ltd.

(Second Applicant)

(Authorised Signatory)

ANNEXURE - A

PAYMENT PLAN FOR VILLA

A. DOWN PAYMENT PLAN (with 5% rebate)

At the time of Registration	5%
Within 30 days of Registration	90% + PLC
At the time of offer of possession along with other charges	5%

B. CONSTRUCTION LINKED PAYMENT PLAN

At the time of Registration	5%
Within 30 days of Booking	15%
Within 60 days of Booking	15%+PLC
On commencement of DPC	10%
On commencement of Ground floor slab	10%
On commencement of First floor slab	10%
On commencement of G.I & C.I piping	10%
On commencement of internal plastering	7.5%
On Commencement of Mumty	5%
On commencement of flooring	5%
On commencement of painting	5%
At the time of offer of possession along with other charges	2.5%

ADDITIONAL CHARGES:

1. Preferential Location Charges (PLC): Corner 5%, Park facing 3%, Corner+ Park facing 7%, Main avenue 3%, Main avenue + Park facing 7% of Basic Selling Price.
2. Club membership – Rs.50,000/unit
3. Electricity and water feasibility charges – Rs.60, 000(One Time & electric connection upto 2 KW.) & running cost will be extra.
4. External Development Charges – Rs.9/sq.ft of Plot size.
5. One time interest free maintenance security (I.F.M.S) @ Rs15/-sqft of plot area.
6. Plot Development charges @ Rs. 50/-sq.ft of Plot size.
7. 6 month advance maintenance @ Rs. 1/- sq.ft. of plot area to be payable at the time of possession.
8. Monthly maintenance to be payable extra at a rate to be intimated, after 6 month of possession.
9. Stamp duty, Registration Fee, Legal charges, service tax / GST and any other government charges shall be payable by the buyer applicable from time to time.
10. Cheque or Demand draft made in favour of '**SANFRAN DEVELOPER PVT.LTD**' payable at Jhansi.

(First Applicant)

For-Sanfran Developer Pvt. Ltd.

(Second Applicant)

(Authorised Signatory)