

APPLICATION FORM

To,

**M/s SANFRAN DEVELOPER PVT. LTD.
A-73, SECTOR-2
NOIDA, U.P-201301**

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 plot/unit at **“SANFRAN ASHOK CITY
EXTENSION”**.

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

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 Unit and I/we shall pay basic sale price, preferential location charges, additional cost/ charge, GST, TDS and the applicable Stamp Duty etc. as and when demanded by the Company/Promoter/Developer.

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/ATS of Unit notwithstanding the fact that the Company/Promoter/Developer 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/ Agreement to sale, the allotment shall become final and binding upon the Company/Promoter/Developer. If, however, I/we withdraw/cancel this application or I/we fail to sign/ execute and return the Allotment Letter/ Agreement to sale within forty five (45) days then the Company/Promoter/Developer 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/Promoter/Developer, failing which the allotment/ATS will be cancelled and the earnest money along with interest, if any due shall be forfeited by the Company/Promoter/Developer. My/our particulars are given below:

First Applicant

(1)

Second Applicant

1. First Applicant

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

Son / Wife / Daughter of.....

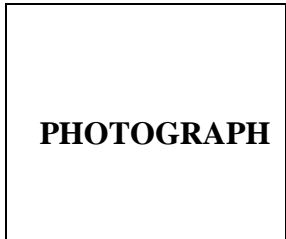
Residential Address.....

.....

.....

Correspondence address

.....



Residential Status: Resident Non-Resident

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

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

ProfileNationality.....Permanent Account

No.....

2. Second Applicant

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

Son / Wife / Daughter of.....Residential

Address.....

.....

.....

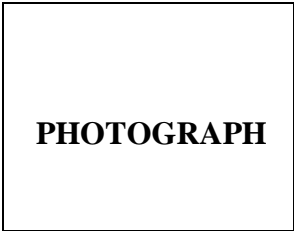
Correspondence address.....

.....

Residential Status: Resident Non-Resident

Tel.....Mobile.....FaxNo.....Mail.....Nationality.....

Profile.....Permanent Account No.....



(First Applicant)

(Second Applicant)

DETAILS OF UNIT REQUIRED FOR ALLOTMENT/AGREEMENT TO SALE (ATS)

Type of property

Unit Number

Block

Area (in sq.ft.)

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 me/us 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)

First Applicant

(3)

Second Applicant

FOR OFFICE USE ONLY

Place.....

Date.....

Unit 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)

First Applicant

(4)

Second Applicant

BASIC TERMS AND CONDITIONS

- 1) I/we have applied for allotment/ATS of Unit in the Residential Project named as **“Sanfran Ashok City Extension”** ("said Project") to be developed and constructed under lawful arrangement by **M/s Sanfran Developer Pvt. Ltd.** (hereinafter referred to as the "Company/Promoter/Developer").
- 2) Before applying for allotment/ATS of Unit, I/we have fully satisfied myself/ ourselves about the nature of rights, title, interest of the Company/Promoter/Developer in the said Project, which is to be developed/ constructed by the Company/Promoter/Developer as per the prevailing byelaws/guidelines of the **UPRERA** and **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/Promoter/Developer.
- 3) The allotment of the Unit is entirely at the discretion of the Company/Promoter/Developer. The allotment of the said Unit shall be provisional and shall be confirmed on the issuance of Letter of Allotment on signing of Agreement to Sale (ATS) on the RERA's standard format which has been read and understood by me/us.
- 4) I/we acknowledge that the Company/Promoter/Developer, as and when demanded by me/ us, has provided all information & clarifications as required by me/us and 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/Promoter/Developer, 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 Unit(including the size and dimensions and any other physical characteristics thereof), services to be provided by the Company/Promoter/Developer, 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/ATS of the said Unit.
- 5) The offer for allotment/ATS of the said Unit and subsequent confirmation thereof (upon fulfillment of the conditions of the Allotment/ATS) shall be subject to the permissions granted by authority. The usage of the said Unit construction thereon by me/us shall be subject to approval of building plan of the said Unit 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 Unit, I/we further agree that irrespective of the size of the Unit to be allotted through Allotment/(ATS), 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 Unit, in such eventuality I/we shall be liable to comply such restriction/ permission to my/our fullest extent.
- 6) I/we hereby agree and understand that the Unit area provided herein & subsequently in Allotment Letter/ ATS are subject to the Sanctioning Authority or Architect or Structural Engineers of the Company/Promoter/Developer and I/we hereby give my/our consent for change (decrease/ increase) in the area of the said Unit, change in its dimension, size, height, location, number, boundaries etc. shall be confirmed by the Company/Promoter/Developer on completion of development of the Project. In case of increase in the area of the said Unit, I/we shall pay for the initial 3% of increase in saleable area at the rate of booking of the said Unit. However in exceptional case if the area is increased by more than 3% duly verified by certified architect/engineer then I/ we agree to pay the excess amount for the additional area to the Company at the booking rate as and when demanded by the Company. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as may be) by the Company/Promoter/Developer to me/us without my/ our protest and demur and without any interest thereon.
- 7) I/we have examined the plans, layout plans, designs and specifications of the residential plot and have agreed that the Company/Promoter/Developer 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 plot. The Company/Promoter/Developer is under the process of acquiring additional land adjacent to the existing project. The Developer shall be taking all relevant clearances from the concerned authorities. I/We give my/our irrevocable consent to the Company/Developer/Promoter to revise the layout at any stage of the project.”

- 8) (a) The transfer of the unit including rights as buyer herein by me, before execution of sale deed of the unit in favour of the other buyer / family members, will be at the sole discretion of the Company/Promoter/Developer and will need its prior written approval. Administrative Charges as prescribed by the Company/Promoter/Developer from time to time will be paid by me/ us at the time of transfer along with all other dues/outstanding on the unit. Any change in the name (including additions/deletion) recorded as buyer with the Company/Promoter/Developer will be deemed as transfer for the purpose. The administrative charges for the transfer of the unit amongst family members (husband/ wife and own children) 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/Promoter/Developer will not be a party to it.
- (b) If the transfer takes place after the execution of sale deed then I/we will take No objection certificate/ No dues certificate from the Company/Promoter/Developer and R.W.A or its nominated Agency for no dues on the said unit.
- (c) In case of death no administration charge is applicable and the unit will be transferred to the successor(s)/legal heir(s) after submission of documents to the Company/Promoter/Developer.
- 9) I/we have examined the plans, Floor Plans, layout plans, designs and specifications of the Unit and have agreed that the Company/Promoter/Developer 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 Unit.
- 10) I/we have specifically agreed that if due to any change in the layout duly approved by the Competent Authority, the said Unit ceases to be preferentially located; the Company/Promoter/Developer 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 Unit becomes preferentially located then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company/Promoter/Developer.
- (a) I/we agree that 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 unit. The area of the house includes half of the area covered by the common walls are partly on each adjoining unit. The area of the house includes half of the area covered by the common walls.
- 11) (i) I/we hereby agree that as per UPRERA, the amount paid with the application and in installments as the case may, to the extent of 10% of sale consideration of the Unit shall collectively constitute the earnest money/booking amount, I/we understand and agree that timely payment of installments of basic cost and allied/ additional cost, Govt. levy GST, Tax, etc. pertaining to the said Unit 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/Promoter/Developer shall have rights mentioned herein below:
- (ii) In case I/we fails to make payments for 2 (two) consecutive demands made by the Company/Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard I/we shall be liable to pay interest to the Company/Promoter/Developer on the unpaid amount @ 17% per annum.

- (i) In case I/we default in payment continues for a period beyond 3 (three) consecutive months after notice from the Company/Promoter/Developer in this regard, the Company/Promoter/Developer may cancel the allotment/ATS of the unit in favour of me/us and refund the money by deducting the booking amount and the interest liabilities, taxes or any other charges and my/our Agreement shall thereupon stand terminated.
- (ii) Provided that the Company/Promoter/Developer shall intimate me/us about such termination at least (30 days) thirty days prior to such termination.
- 12) (i) 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/Promoter/Developer shall take the step.
- (ii) The Developer has the right to withdraw discounts provided in the down payment of the said Unit. The Payment Plans are annexed herewith as **Annexure-A**.
- 13) I/We have specifically agreed that if I /we propose to cancel/withdraw from the project without any fault of the developer/ promoter, the developer/ promoter is entitled to forfeit the booking amount. The developer/ 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 unit or at the end of one year from the date of cancellation/withdrawal by the applicant, whichever is earlier.
- 14) All payments by the applicant shall be made to the Company/Promoter/Developer through demand drafts/ Cheques drawn upon scheduled banks in favour of "**Sanfran Developer Pvt. Ltd.**" payable at Jhansi.
- 15) Transfer of the Unit by the applicant shall be permissible at the discretion of the Company/Promoter/Developer on payment of such administrative cost as may be fixed by the Company/Promoter/Developer from time to time. Provided the transferor and the transferee agree to comply with all formalities in this regard and the transferee agrees to abide by all the terms of allotment/ATS, I/we hereby clearly agree and understand that the development period of the said Unit shall be as per the UPRERA terms as specified in the ATS reckoned with effect from the date of transfer right in the said Unit in favour of my/ our transferee(s).
- 16) I/we agree that all statutory charges, GST, tax, cess, TDS and other levies demanded or imposed by the concerned authorities shall be payable by me/us from the date of booking as per demand raised by the Company/Promoter/Developer. Notwithstanding anything contains contrary hereinabove, I/we hereby understand that GST (if applicable) shall be payable in accordance with the opted payment plan for payment of sale consideration of the said Unit. If I/we fail to disburse the installments along with applicable GST of the sale consideration of the said Unit in timely manner, in such eventuality, the unpaid GST shall be construed as unpaid sale consideration of the said Unit and applicant shall be liable to pay the due installments along with due GST along with interest calculated @17 % per annum (or, as applicable).
- (a) I/we agree that I 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/Promoter/Developer.
- 17) I/we hereby agree that if part completion of the township shall be taken then in that case, I/we agree that essential services shall be provided at the time of possession by the Company/Promoter/Developer and all other planned amenities like club, swimming pool etc. shall be provided at the time of completion of the project.

- 18) The maintenance, upkeep, repairs, security, landscaping and common services etc. of the said Project shall be managed by the Company/Promoter/Developer 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/Promoter/Developer 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. I/we agree that I shall not raise any objection, if any changes or modifications are made in the draft byelaws of the owners association as may be required by the registrar of society or other competent authority.
- 19) I/we hereby agree to pay the maintenance charges along with applicable GST, cesses etc. to the Company/Promoter/Developer/Maintenance Agency from the date of commencement of maintenance services by the Company/Promoter/Developer/Maintenance Agency in the said Project after the offer of possession of the Unit.
- (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 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/Promoter/Developer 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.

PENALTY ON CHEQUE BOUNCE- I/We hereby agree to pay penalty on bouncing of cheque issued by me/us for payment instalments due against 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 M/s Sanfran Developer Pvt. Ltd. at first Instance. The Company/Promoter/Developer will inform me/us for such incidence reserving its right to issue a show cause notice and allow presentation of cheque to banker immediately for release of payment with penalty of Rs. 500/- for bouncing of cheque first instance with an interest @ 17% on additional delay from the date of instalments due shall be charged till the date it is paid to M/s Sanfran Developer Pvt. Ltd.

- 20) If I/we have NRI/ PIO/ OCI 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/Promoter/Developer as per applicable rules without any interest and the allotment/ATS shall stand cancelled forthwith, I/we agree that the Company/Promoter/Developer will not be liable in any manner on such account.
- 21) The Company/Promoter/Developer shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant to the Company/Promoter/Developer. Loans from financial institutions to finance the said Unit 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/ATS of the said Unit and I/we hereby agree to pay the sale consideration of the aforesaid Unit 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 I/we shall not make such refusal as an excuse for non- payment of further installments/ dues.

- 22) The Company /Promoter/Developer shall endeavor to give possession of the Unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company/Promoter/Developer with a reasonable extension of time for possession subject to making of timely payment of installments to the Company/Promoter/Developer by me/ us. However, In case the Company/Promoter/Developer is forced to abandon the said Project due to force majeure circumstances or for reasons beyond its control, the Company/Promoter/Developer shall refund the amount paid by the applicant upon compliance of necessary formalities by me/us.
- 23) I/we shall before taking possession of the Unit, must clear all the dues towards the Unit and have the Conveyance Deed for the said Unit executed in my/our favour by the Company/Promoter/Developer after paying applicable stamp duty, registration fee and other legal charges/ expenses.
- 24) I/we shall use/ cause to be used the said Unit for designated residential purpose only. This is a condition precedent and non-compliance thereof may invite cancellation of allotment/ATS of the Unit and forfeiture of the earnest money/booking amount and other dues as stated herein above and the applicant will have to compensate the Company/Promoter/Developer for all other losses resulting there from.
- 25) I/we shall have no objection in case the Company/Promoter/Developer 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 Unit to me/ us.
- 26) Detailed terms and conditions shall form part of the Agreement to sale (ATS) which the applicant shall execute as and when required by the Company/Promoter/Developer.
- 27) I/we shall get my/our complete address and e-mail ID registered with the Company/Promoter/Developer at the time of booking and it shall be my/our responsibility to inform the Company/Promoter/Developer at Head office and site office 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/her/them at the time when those should ordinarily reach at such address and he/she/they 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/Promoter/Developer shall not be liable/ responsible to reply to any query received from any address/ e-mail ID not being previously registered with the Company/Promoter/Developer.
- 28) To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/ Agreement to Sale (ATS), the terms whereof have been seen, read and understood/accepted by me/us.
- 29) It is agreed by me that in case there are joint applicants, all communications shall be sent by the Company/Promoter/Developer 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.
- 30) 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/ATS 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 (ATS) in this regard.

If any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, the allotment/ATS will be cancelled and the earnest money/booking amount which will not be less

First Applicant (9) Second Applicant

than 10%) as mentioned hereinabove shall be forfeited and the applicant shall be liable for such misrepresentation/ concealment/ suppression of material facts in all respect.

31) I/we agree that in case development/construction work starts on unit, the Malba charges will be borne by me/us as charged by the Company/Promoter/Developer. In case damage is caused by me/us for the development/construction to the units adjacent to it or common area in the premises due to reason whatsoever, damage charges will be borne by me/us.

32) I/we agree that development/construction of the unit completed as early as possible as per the time mentioned in the Agreement to Sale (ATS) but not later than five years subject to force majeure and any circumstances beyond the control of the Developer. It is irrevocably agreed and authorized by me/us that Developer may request for extension of completion date of the project to the authority. I/we gives his/her irrevocable consent for application of such extension to be filed by the Developer in this respect and in that case schedule date for completion of the project shall be considered the completion date as extended by the authority.

33) All or any disputes arising out of or touching upon or in relation to the terms of this Application Form (subsequent allotment/ATS 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 the process of arbitration.

(a) Any dispute arising out of this agreement shall be subject to jurisdiction of Gautam Budha Nagar/Noida Courts only.

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/Promoter/Developer and the Company/Promoter/Developer 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/Promoter/Developer 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 Unit.

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे / हमें हिंदी में पढ़कर सुनाया व समझा दिया गया है, जिसको पूर्णरूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने इस दस्तावेज पर अपने हस्ताक्षर / दस्तखत किये हैं।

Name of the 1st Applicant

Name of the 2nd Applicant

Place: _____

Date: _____

(First Applicant)

(Second Applicant)