

कार्यालय झाँसी विकास प्राधिकरण, झाँसी

पत्रांक 671(A)/जे.डी.ए.-ग्रुप.हाउ.मान.-(2022-2023)

दिनांक 10.6.2022

सनफ्रान डेवलपर प्रा0 लि0 (कंसोर्शियम)

प्रोजेक्ट "सनफ्रान सरोवर हाईट्स" द्वारा

प्रतिनिध श्री राजन मिश्रा पुत्र श्री सत्यप्रकाश मिश्रा

निवासी-ए-1, ग्रीन होम सिटी कॉलोनी, नियर मुस्तारा रेलवे स्टेशन, झाँसी

आपके द्वारा प्रस्तावित स्थल मौजा-लहरगिर्द झाँसी के आराजी नम्बर 134, 135, 136, 137, 97/2 & 98 के द्वारा पूर्व स्वीकृत मानचित्र संख्या-060900216 पर संशोधित ग्रुप-हाउसिंग मानचित्र स्वीकृत हेतु प्रस्तुत किया है, को निम्नलिखित शर्तों के साथ अनुमति प्रदान की जाती है। उपरोक्त स्वीकृति उ0प्र0 नगर नियोजन एवं विकास अधिनियम की धारा 15 के अंतर्गत प्रदान की जाती है।

1. यह मानचित्र अनुमति दिनांक से केवल पांच वर्ष तक वैध है।
2. मानचित्र की स्वीकृति से किसी भी शासकीय विभाग, स्थानीय निकाय अथवा किसी व्यक्ति के स्वत्व एवं स्वामित्व पर कोई प्रतिकूल प्रभाव नहीं होगा।
3. उ0प्र0 नगर नियोजन एवं विकास अधिनियम की धारा 35 के अंतर्गत यदि भविष्य सुधार कार्य हेतु कोई सुधार व्यय मांगा जायेगा तो बिना किसी आपत्ति के देय होगा एवं किसी भी प्रकार के बड़े हुये शुल्क की मांग प्राधिकरण द्वारा की जाती है तो उसे जमा कराना होगा अन्यथा तलपट मानचित्र निरस्त माना जायेगा।
4. जिस प्रयोजन के लिये निर्माण की अनुमति दी जा रही है भवन उसी प्रयोग में लाया जाएगा। विपरीत प्रयोग उ0प्र0 नगर नियोजन एवं विकास अधिनियम, 1973 की धारा 26 के अधीन दण्डनीय है।
5. उ0प्र0 नगर नियोजन एवं विकास अधिनियम की धारा 35 के अंतर्गत यदि भविष्य सुधार कार्य हेतु कोई सुधार व्यय मांगा जायेगा तो बिना किसी आपत्ति के देय होगा।
6. जो क्षेत्र भूमि विकास कार्य में उपर्युक्त नहीं होगा वहाँ प्राधिकरण अथवा किसी स्थानीय निकाय की विकास कार्य करने की जिम्मेदारी नहीं होगी। रेरा में रजिस्ट्रेशन कराना भी अनिवार्य होगा।
7. स्वीकृत मानचित्र का सैट निर्माण स्थल पर रखना होगा ताकि मौके पर कभी भी जांच की जा सके तथा निर्माण कार्य स्वीकृति के अनुसार कराया जायेगा।
8. आप भवन उप-नियमों के नियम 21 के अंतर्गत निर्धारित प्रपत्र पर कार्य करने की सूचना देंगे।
9. निर्माण की अवधि में स्वीकृत मानचित्र के विरुद्ध यदि कोई परिवर्तन आवश्यक है तो उसकी पूर्व अनुमति प्राप्त करने के बाद ही परिवर्तन किया जायेगा।
10. निर्माण कार्य पूर्ण हो जाने पर एक माह की अवधि के भीतर भवन उप नियमों में निर्धारित प्रपत्र पर निर्माण पूरा होने का प्रमाण पत्र प्राप्त करेंगे।
11. प्रस्तुत विभिन्न सरकारी विभागों की अनापत्ति प्रमाण पत्र जैसे-जल संस्थान, नगर निगम, विद्युत, पर्यावरण एवं तहसील द्वारा जारी अनापत्ति प्रमाण पत्रों में उल्लिखित सभी शर्तों का पालन सुनिश्चित करना होगा। रेन वाटर हार्सेविटिंग उचित क्षमता का प्रमाणित कर लगाना होगा। पालन न करने की दशा में मानचित्र स्वतः निरस्त समझा जायेगा।
12. प्राधिकरण से स्वीकृत मानचित्र के अनुसार सम्पूर्ण विकास हो जाने के उपरान्त पूर्णतः प्रमाण पत्र प्राप्त करना होगा।
13. मानचित्र की स्वीकृति निम्न शर्तों के अधीन प्रदान की गयी है :-
 - संबंधित विभागों द्वारा प्रदान की गयी अनापत्ति प्रमाण पत्र में लिखित शर्तों को पूर्ण करने का उत्तरदायित्व विकासकर्ता का होगा।
 - समय-समय पर शासन द्वारा निर्गत किये गये आदेशों तथा निर्धारित की गयी नीतियों का पालन करने का उत्तरदायित्व विकासकर्ता का होगा।
14. उपरोक्त शर्तों का उल्लंघन करने पर कोई तथ्य छुपाकर मानचित्र स्वीकृत करने पर निरस्त करने का अधिकार प्राधिकरण सुरक्षित रखता है।
15. विभिन्न शुल्कों के मद में बन्धक रखे तल क्षेत्रफल के सम्बन्ध में झाँसी विकास प्राधिकरण व विकासकर्ता के मध्य हुये एग्रीमेन्ट का पालन सुनिश्चित करना होगा।
16. विकासकर्ता द्वारा प्राधिकरण में प्रस्तुत अभिलेख असत्य या झूठे पाये जाने पर मानचित्र स्वतः निरस्त माना जायेगा एवं समस्त जिम्मेदारी विकासकर्ता की होगी।
17. मानचित्र की स्वीकृति अनुबंध में उल्लिखित शर्तों के अधीन है।
18. झाँसी विकास प्राधिकरण व विकासकर्ता के मध्य हुये एग्रीमेन्ट में दी गयी शर्तों का पालन सुनिश्चित करना होगा।
19. भविष्य में रेरा द्वारा दी गयी आपत्तियों का निस्तारण विकासकर्ता को स्वयं करना होगा अन्यथा की स्थिति में मानचित्र स्वतः निरस्त माना जायेगा।

इनमें से किसी भी शर्त का उल्लंघन उ.प्र. नगर नियोजन एवं विकास अधिनियम की धारा 26 के अधीन दण्डनीय अपराध होगा।

संलग्नक :- स्वीकृत मानचित्र की प्रति।

प्रतिलिपि :- अवर अभियंताको प्रेषित।

झाँसी विकास प्राधिकरण, झाँसी

28-02-2023

The Directors,
 M/s Sanfran Developer Private Limited,
 A-73, Third Floor Sector- 2 Noida,
 Gautam Buddha Nagar UP 201301

Dear Sir,

This is in reference to the loan application for Construction Finance of Rs. 40 crs received from your side for your project "SANFRAN SAROVAR HEIGHTS" coming up Mauza Lahargird, Jhansi, UP. The Competent Authority has sanctioned the loan of Rs.40.00 Cr subject to following terms and conditions:

Application No.	1000000000006						
Name of the Applicant	M/s SANFRAN DEVELOPER PVT LTD						
Project Name and Address	Sanfran Sarovar Heights (At Arazi 98, 134, 135, 136, 137, 97/2 Mauza Lahargird, Jhansi, UP-284003)						
Purpose of loan	Towards construction of the project "Sanfran Sarovar Heights"						
Loan amount applied	Rs. 40 Crores (Rupees Forty Crore only)						
Loan amount sanctioned	Rs. 40 Crores (Rupees Forty Crore only)						
Term of Loan	58 months including moratorium of 34 months from the date of first disbursement. LICHFL reserves the right to accelerate the repayment based on review of cash flows.						
Rate of Interest	14.00 % p.a. (at Project LHPLR less 355 bps) Floating; Payable Monthly, linked to Project LHPLR with Current Project LHPLR at 17.55% p.a.						
Administrative Fees	0.50% plus applicable taxes on loan amount sanctioned.						
Security	<ol style="list-style-type: none"> Equitable Mortgage of 5.28 acres of Project land and structure thereon in the project "Sanfran Sarovar Heights" at Arazi 98, 134, 135, 136, 137, 97/2 Mauza Lahargird, Jhansi on first charge basis. Assignment / Hypothecation of receivables from the project "Sanfran Sarovar Heights" (Subject to applicability of RERA) Security cover shall not be less than 1.50 times of outstanding loan amount to be ensured at all times. Negative Lien on the flats in the project to the extent of 1.50 times of the outstanding loan amount based on market value. (Subject to applicability of RERA) Personal Guarantee of Promoter, namely: <table border="1" data-bbox="662 1724 1149 1848"> <thead> <tr> <th>S. No.</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mr. Santosh Kumar Mishra</td> </tr> <tr> <td>2</td> <td>Mr. Jagdish Kumar Mishra</td> </tr> </tbody> </table> All loan related documents to be signed by Authorized Signatories of the Borrower Company 	S. No.	Name	1	Mr. Santosh Kumar Mishra	2	Mr. Jagdish Kumar Mishra
S. No.	Name						
1	Mr. Santosh Kumar Mishra						
2	Mr. Jagdish Kumar Mishra						

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

Corporate Office : LIC Housing Finance Limited 131, Msker Tower, "F" Premises, 13th Floor, Cuffe Parade, Mumbai-400 005
 Tel : +91-22-2217 8600, Fax : +91-22-2217 8777 E-Mail : lchousing@lichousing.com. CIN-L65922MH1989PLC052257

Registered Office : LIC Housing Finance Limited, Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Fort, Mumbai-400 001
 Tel : +91-22-2204 9682/ 9799/ 0006 Fax : +91-22-2204 9682 E-Mail : lchousing@lichousing.com | www.lichousing.com

	<p>7. Registration of our charge on all the properties and receivables offered as security with Central Registry at Borrower's cost.</p> <p>8. Registration of our charge in respect of all the properties offered as Security with ROC at Borrower's cost.</p> <p>9. Registration of LICHFL charge with Information Utilities set up under the Insolvency and Bankruptcy Code, 2016</p> <p>10. Enforceability Certificate to be obtained from Law Firm in respect of all the offered securities.</p> <p>11. LICHFL reserves right to appoint Security Trustee</p> <p>12. ISRA equivalent to 3 interest instalments on loan to be maintained at all time by way of FD (preferably LICHFL Public Deposit). (Assigned in favour of LICHFL).</p>
Other terms of security	<p>a) The Builder / Developer / Company (Borrower) would disclose in the pamphlets / Brochures etc. of the project in the name of LIC Housing Finance Ltd for which the property is mortgaged.</p> <p>b) The Builder / Developer / Company (Borrower) would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers / magazines etc.</p> <p>c) The Builder / Developer / Company (Borrower) would indicate in their pamphlets / brochures, that they would provide No Objection Certificate (NOC) / Permissions of LIC Housing Finance Ltd for sale of villas / property, if required.</p>
Vetting of all Terms and Conditions	All terms and condition will be vetted by LIC HFL Panel advocate for the interest of LICHFL.
Additional Interest in case of default.	<p>a) If Interest Instalments due are defaulted / delayed, Additional Interest at Rate of Interest as applicable + 6% p.a. compounding monthly, on the interest Instalment Due (Calculated from Due Date till Date of Payment) will become payable.</p> <p>b) If Principal Instalments are defaulted, Additional Interest at 6% p.a. monthly from the Due Date till the Date of Payment will become payable in addition to the regular Interest mentioned in this Letter above.</p>
Prepayment Charges	Prepayment charges will be levied at 2% of the Principal amount prepaid ahead of the repayment schedule. However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the individual loans disbursed from the Project "Sanfran Sarovar Heights" by LICHFL and / or from sale proceeds of villas / units in the project "Sanfran Sarovar Heights".
Pre commitment condition	<p>a) Satisfactory Creditworthiness certificate from all the existing lenders.</p> <p>b) Latest CA certified Net worth Certificate along with Certificate of Indebtness of Director providing personal guarantee.</p> <p>c) Copy of the title documents- preferably certified.</p>

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

Pre-Disbursement
Conditions

1. Environmental clearance if applicable.
2. First disbursement to be made only after the physical progress of the project construction reaches above 5% as per panel valuer.
3. Total no. of shops to be corrected in RERA and the same to be verified that the same is matching with the project details.
4. Clear, Unencumbered, Enforceable and Marketable Title of Property admeasuring 5.28 acres of land to be given as Security.
5. List of documents required for creation of mortgage in favour of LICHFL to be vetted by/with Panel Advocate.
6. Specific Verification by our law firm and our panel valuer in respect of clearances applicable on the Project given as security for our loan.
7. Building plan approval and all other approvals for construction and completion of the Project based on the stage of construction to be in place before making any disbursement of loan. Validity of the older approvals to be confirmed.
8. Panel Valuer & Panel Advocate to confirm that there are no applications of any sort by any party are pending with National Green Tribunal against the project property and construction of the project
9. MOEF Clearance - if applicable.
10. Due diligence by a Chartered Accountant on the following :
 - a) Amount Spent and Means of Finance.
 - b) Promoters' Contribution invested in the Project.
 - c) Sources of Promoters' Contribution
 - d) Sales, Advances received and Bookings made in the Project.
 - e) WIP/ Advances / Sales schedule.
 - f) Statutory dues, EDC IDC Charges, Taxes etc. payable on the Project.
 - g) Compliances under Companies Act 2013 for borrowings made by borrower.
11. Undertaking / Affidavit from the Borrower / Company / Promoters that :
 - a. It will not withdraw Promoters' Contribution including unsecured loans from the Project without the written approval of LICHFL, until repayment of the Loan is made entirely to LICHFL with interest and all other dues.
 - b. It shall not violate the sanction plan approved by Competent Authority and that the construction shall be strictly as per sanction plan.
 - c. Any shortfall in Project funding on account of booking money would be met by the Promoters.

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

Corporate Office : LIC Housing Finance Limited 131, Maker Tower, 'F' Premises, 13th Floor, Cuffe Parade, Mumbai-400 005
Tel. : +91-22-2217 8800. Fax : +91-22-2217 8777 E-Mail : lichoosing@lichousing.com. CIN-L65922MH1989PLC052257

Registered Office : LIC Housing Finance Limited, Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Fort, Mumbai-400 001
Tel. : +91-22-2204 9682/ 9799/ 0006 Fax : +91-22-2204 9682 E-Mail : lichoosing@lichousing.com | www.lichousing.com

- d. Any increase in project cost would be met by Borrower. Any additional charges on account of time and cost overrun to be borne by the Promoters.
- e. Neither payment of interest nor repayment of unsecured loans will be made from the receivables of the project during the currency of our Loan to the creditors.
- f. Funds brought in by the Promoters in the form of Equity / NCDs and invested in the Project not to be withdrawn during the currency of LICHFL loan nor will interest on them be paid.
- g. Till repayment of our loan there should not be any change in Capital structure / shareholding pattern of the Borrower without previous written permission of LICHFL.
- h. The loan availed will be utilized solely for the construction of Sanfran Sarovar Heights only and shall not be deployed either directly or indirectly for any investment in stock exchange and / or in capital market / for land purchase.
- i. During the currency of LICHFL loan neither any liability nor any third party interest would be created by Promoters / Directors in respect of the Project "Sanfran Sarovar Heights".
- j. That all the assets charged to LICHFL has to be fully insured against all risks during the currency of LICHFL loan.
- k. No alienation / dilution of promoter's share in the applicant company without previous written consent from LICHFL.
- l. To deposit balance receivables from already booked or sold units in the Master Collection Escrow Account (MCEA) as per Escrow Agreement.
- m. That the Agreement for sale to be entered by the builder with the prospective customers (irrespective of negative lien) should contain the clause that property is mortgaged with LIC Housing Finance Ltd., and the consideration/sale proceeds to be deposited in designated Escrow account.
- n. None of the Directors of the Borrowers is appearing in the list of Caution Advices circulated by the RBI/NHB from time to time / RBI/NHB Defaulters list / RBI/NHB wilful defaulters list / CIBIL data base / Caution list of Export Credit Guarantee Corporation (ECGC).
- o. Not to appoint any person as Director of the Borrower Company whose name appears in the list of Wilful Defaulters of RBI / NHB and if such a person is found as a Director in the Borrower Company, the other Directors' would take expeditious and effective steps for removal of such person from the Board of the Borrower Company.

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001




Corporate Office : LIC Housing Finance Limited 131, Maker Tower, "F" Premises, 13th Floor, Cuffe Parade, Mumbai-400 005
Tel. : +91-22-2217 8600. Fax : +91-22-2217 8777 E-Mail : lichousing@lichousing.com. CIN-L65922MH1989PLC052257

Registered Office : LIC Housing Finance Limited, Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Fort, Mumbai-400 001
Tel. : +91-22-2204 9682/ 9799/ 0006 Fax : +91-22-2204 9682 E-Mail : lichousing@lichousing.com | www.lichousing.com




	<p>p. The property offered to us as security is free from litigation and Company or its Promoters is/are not subject to any insolvency petition in any of the Court/Tribunals.</p> <p>q. The Borrower has complied with all tax laws.</p> <p>r. None of the Directors of the Borrower is disqualified under any of the provisions of the companies Act 2013.</p> <p>s. To inform LICHFL about any development on approvals of additional FSI planned / Additional area to be launched for sale in future.</p> <p>t. The Applicant will indemnify LIC HFL for any losses that may arise or incurred by LICHFL in case of any injunction / order by NGT or by any other authority in the future in relation to this project.</p> <p>u. Not to execute any MOUs' and agreements related to the project without written permission of LIC HFL.</p> <p>12. RERA Carpet Area and all other aspects as mentioned in Project Details to match with Construction at site.</p> <p>13. No space in the project to be sold without previous written permission of LICHFL.</p> <p>14. Conditions set by State level RERA to be complied with.</p> <p>15. RERA registration certificate / registration number for the Project to be obtained and disbursement to be in proportion to approved RERA area.</p> <p>16. No dividend shall be paid to any Shareholders in case of any dues outstanding to LICHFL.</p> <p>17. Following documents are further required :</p> <p>a) Number and quality of employees and contract labour engaged. Timeliness of payment of Employees' State Insurance Corporation (ESIC) and Employees Provident Fund (EPF) dues.</p> <p>b) Insurance details of workmen and assets at the site.</p>
Insurance	The properties mortgaged to LICHFL to be fully insured preferably with Contractors All Risk (CAR) policy with an endorsement / lien marked in favour of LICHFL.
Disbursement Schedule	<p><u>Disbursements of the loan will be based on the following:</u></p> <ol style="list-style-type: none"> 1. In proportion to investment of Promoters' Contribution in the project. 2. Promoters Contribution to be brought in by way of Equity. 3. Progress of Construction in the Project. 4. Security cover shall not be less than 1.50 times of outstanding loan amount to be ensured at all times. 5. Negative lien cover at least to the extent of 1.50 times of outstanding loan to be maintained at any point of time. 6. Borrower to submit certificates as per RERA format from CA,

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

	<p>Architect and Engineer or as per norms prescribed from time to time by RERA for withdrawal from the RERA designated account.</p> <p>After obtaining Original/Certified title documents, Enforceability Certificate to be obtained again from our Law Firm with specific mention, that valid mortgage is created in favour of LICHFL and there is no subsisting mortgage on the property.</p> <p>Subsequent Disbursement: Subsequent disbursement only after the charge created on IU portal is confirmed by the Applicant.</p> <p>To be made only after charge creation of mortgage on Sanfran Sarovar Heights of the project property in favour of LICHFL or Security Trustee appointed by LICHFL.</p> <p>The following should be given to LICHFL before applying for subsequent disbursement:</p> <ol style="list-style-type: none"> 1. Project Pamphlet / Brochure mentioning: <ol style="list-style-type: none"> a) The project is mortgaged to LICHFL. b) NOC / Permission from LICHFL will be provided for sale of flats / property if required. c) Sale proceeds/ consideration to be deposited in designated Escrow account. 2. Copy of advertisement, if any, depicting mortgage with LICHFL. 3. Photos of Display Board mentioning mortgage with LICHFL at the project site. 4. Copy of Agreement of Sale entered with prospective customers / buyers mentioning Project is mortgaged with LICHFL.
<p>Payment of Interest & Repayment of Loan</p>	<ol style="list-style-type: none"> 1. Interest : Interest to be paid monthly. 2. Principal: Principal will be repaid as per the condition (a) or (b) whichever is earlier or higher, given as under: <ol style="list-style-type: none"> a. After completion of moratorium period of 34 months from the date of first disbursement repayment in 24 monthly installments, first 23 installment of Rs. 1.67 Crores per month, and last installment of Rs. 1.59 Crores

  
 NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

	<p style="text-align: center;">OR</p> <p>b. After completion of construction or receipt of booking money required for the completion in full, whichever is earlier, 100% of the collection to be adjusted towards repayment of Principal / LICHFL dues without prepayment charges from all future receivables (Tied or Untied) (from Borrowers Escrow account).</p> <p>3. The receivables in the project "Sanfran Sarovar Heights" would be routed through Master Collection Escrow Account (MCEA). The Interest and Principal repayment to be made from Lender's Escrow Account. The receipts should also include the balance payments receivable / to be received on the villas / units already sold in the project (if any), prior to LICHFL loan.</p> <p>4. The Borrower to route all receivables in the Project including sale proceeds, security deposits, any other payments and termination repayments into a designated account as per Escrow Agreement.</p> <p>5. LICHFL can review the cash flows and accelerate / change the repayment schedule; in that case pre-payment charges will not be applicable.</p>
Escrow Account	All the receivables assigned to LICHFL to be routed through Designated Escrow Account.
Other Conditions	<p>a) Corporate Compliance under Companies Act 2013 to be completed to ensure enforcement</p> <p>b) Monthly progress report along with sales report has to be submitted.</p> <p>c) Borrower to submit quarterly un-audited financials.</p> <p>d) Borrower to submit audited financials within 3 months from the end of the relevant financial Year. In case of non-compliance of the same, additional interest of 2% p.a will be charged from the end of three months of financial year, on the loan amount outstanding, until the date the default has been made good.</p> <p>e) Borrower to submit information within 30 days from the end of quarter pertaining to construction progress, sales & collection MIS, Quarterly audit etc. of the project and as decided by LICHFL from time to time. In case of non-compliance of the same, additional interest of 2% p.a will be charged from the end of 30 days of each quarter on the loan amount outstanding, until the date the default has been made good.</p>

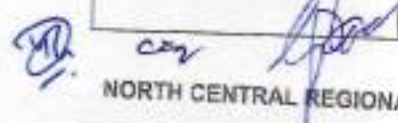




NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

	<p>f) Quarterly audit of the project by an auditor appointed by LICHFL - at the cost of the borrower.</p> <p>g) LICHFL reserves the right to appoint Security Trustee and the expenses has to be borne by the Borrower.</p> <p>h) C.A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursement and LICHFL if desirous, may seek certification from the borrowers auditors regarding diversion / siphoning of funds by the Borrower.</p> <p>i) Borrower should ensure that maximum numbers of customers who intend to avail loan are referred to LICHFL for individual loans.</p> <p>j) Intimation to existing buyers to deposit the balance receivables in the Master Collection Escrow Account (MCEA) opened for this loan.</p> <p>k) The Borrower shall comply with all the provisions of the Insolvency and Bankruptcy Code, 2016 including sharing all information relating to financing assistance availed from LICHFL including but not limited to the nature and amount of debt with information utilities in a manner as may be required by the Insolvency and Bankruptcy Code, 2016 and the rules therein & update the information from time to time.</p> <p>l) Quarterly TDS Certificate to be submitted within 30 days from the end of every Quarter.</p>
<p>Event of Default (Broad Terms)</p>	<ol style="list-style-type: none"> 1. Change in Capital Structure/Control of Applicant without consent of LIC HFL; 2. If the sales proceeds of the project sanctioned are not routed through Escrow account. 3. Non-submission of TDS certificates within due dates as per prescribed timelines. 4. Non-payment of interest, principal, dues or charges on Loan; 5. Litigation on the property offered as security; 6. De-Registration of Project by UPRERA Authority; 7. Insolvency action against the Applicant/Promoter; 8. Non-Compliance of: <ol style="list-style-type: none"> a. All Norms of project approvals; b. All Laws applicable in the Project/Business; c. Terms and condition of the loan sanction; d. Construction/Business Plans as submitted with the Loan application. e. Delay in getting audit report / Non-payment of insurance. <p>LICHFL reserve the right to impose penalty / increase ROI on occurring of event of default or non-compliance of any condition of Loan Offer Letter / Loan Documentation.</p>

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

Escrow Account and Waterfall mechanism	i. The Borrower shall deposit all the receivables (from the Project) into the Master Collection Escrow Account. ii. The Borrower agrees that 70% (seventy percent) or any other % as per prevailing RERA norms of the amounts lying in the Master Collection Escrow Account shall be transferred into the RERA Designated Account and the balance 30% (thirty percent) of the amounts lying in the Master Collection Escrow Account shall be automatically transferred to the Lender Escrow Account. iii. Any amounts withdrawn from the RERA Designated Account shall be mandatorily deposited/transferred only in the Lender Escrow Account. The Borrower agrees that any withdrawal made from the RERA Designated Account shall be in accordance with the provisions of RERA and only after it is certified by an Engineer, an Architect and a Chartered Accountant in practice that the withdrawal is in proportion to the percentage of completion of the RERA Project. iv. The monies deposited in the Lender Escrow Account shall be distributed based on the appropriation waterfall captured in the Loan Agreement or escrow agreement and the remaining amounts if any shall be transferred to the Borrower's account for use by Borrower.															
SMA/NPA classifications.	1) Date of Overdue: An account will be considered as overdue if the instalment is not paid on the due date. It continues to be overdue till the instalments upto the month along with the additional interest and other applicable charges are paid in full. 2) Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA). <table border="1" data-bbox="566 1243 1460 1512"> <thead> <tr> <th>SMA categories</th> <th>Sub-categories</th> <th>Basis for classification - Principal or interest payment or any other amount wholly or partly overdue</th> </tr> </thead> <tbody> <tr> <td>SMA-0</td> <td></td> <td>Upto 30 days</td> </tr> <tr> <td>SMA-1</td> <td></td> <td>More than 30 days and upto 60 days</td> </tr> <tr> <td>SMA-2</td> <td></td> <td>More than 60 days and upto 90 days</td> </tr> <tr> <td>NPA</td> <td></td> <td>More than 90 days</td> </tr> </tbody> </table> 3) Day-end-process: Borrower's accounts shall be flagged as overdue if the dues remain unpaid as at EOD (end of the day) of the due date. Similarly, classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date. For Example: If due date of a loan account is March 10, 2021 and full dues are not received by March 10, 2021, loan account will be classified as	SMA categories	Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA-0		Upto 30 days	SMA-1		More than 30 days and upto 60 days	SMA-2		More than 60 days and upto 90 days	NPA		More than 90 days
SMA categories	Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue														
SMA-0		Upto 30 days														
SMA-1		More than 30 days and upto 60 days														
SMA-2		More than 60 days and upto 90 days														
NPA		More than 90 days														

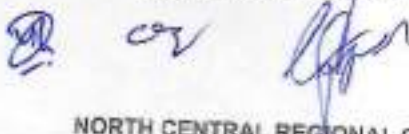


NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

	<p>overdue at the day-end, the date of overdue shall be March 10, 2021. If it continues to remain overdue, then this account shall get tagged as:</p> <ul style="list-style-type: none"> • SMA-1 upon running day-end process on April 9th, 2021, i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 9th, 2021. • SMA-2 upon running day-end process on May 9, 2021 and • NPA upon running day-end process on June 8, 2021. <p>4) Up gradation of accounts classified as NPAs Loan accounts classified as NPAs will be upgraded as "<u>standard asset</u>" only if entire arrears of Principal and interest payment & any other overdue amount is paid by the borrower in full.</p>
--	---


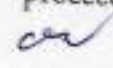

Other Conditions:

1. Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities. The Builder has to agree for adherence to the above National Building Code specifications in the Project.
2. Applicant/Borrower to adopt National Disaster Management Authority (NDMA) guideline to ensure safety of building especially against natural disasters.
3. All documentation charges, Security Trustee charges, Valuation and Advocate Fees and Quarterly Audit charges shall be borne by the Applicant Company / Firm / LLP. The Audit fees will be paid by LICHFL and the same to be reimbursed by the Applicant Company / Firm / LLP.
4. The said loan will be used for construction of residential project "SANFRAN SAROVAR HEIGHTS" coming up Mauza Lahargird, Jhansi, UP and it is clearly understood that the said loan or any part thereof shall not be utilized for any other purpose whatsoever.
5. LICHFL's individual Loan Schemes will be given wide publicity in the Builder's brochure and literature. Builder should ensure that maximum numbers of intending borrowers are sent to LICHFL for individual loans.
6. A clause to be incorporated in the Loan Agreement for referring individual loan applications to LICHFL.
7. Appropriate hoardings of LICHFL will be displayed on the project financed by LICHFL.
8. If there is any interest tax levied by the Government of India or any other Authority under the Interest Tax Act 1974 or under any other law, Applicant Company / Firm shall reimburse to LICHFL any such tax imposed or levied by the Government of India or any other authority on interest and/or other payments required to be paid by borrower to LICHFL in connection with the said loan facility.



NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

9. It is the responsibility of the Applicant Firm to ensure that the "Property" for which the loan is availed / and / or the "Property" taken as security for loan to be duly insured at the Applicant Company's / Firm's / LLP's cost and expenses for all risk and the same to be assigned in favour of LICHFL.
10. The title of the property to be clear, marketable, unencumbered and the same to be satisfactory and acceptable to LICHFL. The search in the ROC and in the Sub-Registrar's Office to be done and the same should be satisfactory.
11. Approved Building Plan along with all other approvals from various authorities relating to the Project to be obtained for commencement and completion of the project. The details of the project are enclosed herewith.
12. Postdated cheques for the entire Principal amount covering the full tenure of loan to be taken.
13. NOC from other Financial Institutions and / or Banks from where the Builder might have taken loans for any other Projects if such an approval is stipulated in the agreement / arrangement with them.
14. The Applicant Company / Firm / LLP or any of their group Companies should not have defaulted with any of the lenders in the past. A declaration from the Applicant Company / Firm and a Confirmation from their auditors to be obtained in this regard.
15. The borrower shall not raise any loans for this project from any other source without prior written permission from LICHFL.
16. Whenever there is any change / modifications in plans, updates or development in the projects which are submitted to RERA from time to time etc, will be provided to LICHFL.
17. The Borrower will at all times maintain/open:
 - a. Open the Master Collection Escrow Account, RERA Designated Account, Lender Escrow Account and Borrower's Escrow Account which accounts shall be operated in the manner given in the escrow agreement.
 - b. Inform all the Villa purchasers in the project, to draw all cheques in favour of the Master Collection Escrow Account and also undertake that all receivables in connection with this project are deposited only in the Master Collection Escrow Account.
 - c. Utilize the funds from this account for the specific purpose of completion of this project and make repayments to LICHFL and not to any other purpose whatsoever; and
 - d. LICHFL shall have full authority to monitor, including auditing all transactions through this account in such manner as it may deem necessary.
18. In the event Borrower sells any space in the project financed, borrower will deposit all the sale proceeds in the Master Collection Escrow Account opened and maintained as conveyed above.

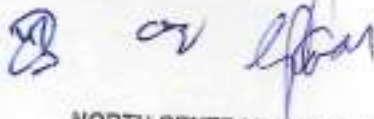
  
NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

LICHFL will have the first option to adjust the sale proceeds against the principal outstanding/ other dues from Borrowers' Escrow Account.

19. The Borrower will give the following irrevocable instructions to the concerned Bank with reference to the said account:
- That the Bank will be authorized to send to LICHFL statements pertaining to the Master Collection Escrow Account, RERA Designated Account, Lender Escrow Account and Borrower's Escrow Account directly to LICHFL at such frequency as LICHFL may require at anytime
 - That LICHFL has a right to cause the Bank to freeze the Master Collection Escrow Account, Lender Escrow Account and Borrower's Escrow Account at any time without borrower's confirmation and that on the request of LICHFL, the Bank will on freezing the account or otherwise transfer the outstanding credit in the account to LICHFL, as instructed by LICHFL, without having to obtain any further instruction from borrower;
 - That the Bank will abide by any instruction that LICHFL may give to the Bank in connection with the said account without any reference to borrower.

Borrower shall procure and produce to LICHFL a written confirmation of the above from the Bank prior to execution of the loan agreement.

20. The Borrower will also undertake and confirm that in the event the cash flow in the account is not sufficient to service the said Loan, interest or other dues, the shortfall will be met through inflow of fresh funds therein by borrower in a manner and form as mutually acceptable to borrower and LICHFL. The support shall be kept valid until repayment of the entire loan with interest and all other dues.
21. The Borrower will not withdraw any funds to repay the principal to the providers of subordinate debt, if any, until repayment of the entire said Loan to LICHFL with interest and all other dues is made to LICHFL.
22. This letter of offer shall stand revoked and cancelled and shall be absolutely null and void if:
- Any information as may be required by LICHFL from time to time pertaining to the project is not furnished in the form prescribed/ approved by LICHFL.
 - There are any material changes in the proposal for which this said loan is sanctioned.
 - Any material fact concerning borrower's profits, etc., or ability to repay, or any other relevant aspect of borrower's application of loan is withheld, suppressed, or concealed or not made known to us.
 - Any statement made in the loan application is found to be incorrect or untrue.



NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001

23. C. A. Certificate has to be submitted within a period of 45 days for the utilization of funds at each stage of disbursements.
24. The Borrower / Mortgagor / Guarantor hereby agrees and gives consent for the disclosure by the Lender of all or any such information and data relating to the Borrower / Mortgagor / Guarantor or to the Loans or defaults, if any, committed by the Borrower / Mortgagor / Guarantor in discharge of its obligations, as the Lender may deem appropriate and necessary to the Credit Information Bureau (India) Limited (CIBIL) or any institution or any other agencies authorized in this behalf by the Reserve Bank of India or to any authority set up or established under Real Estate (Regulation & Development) Act, 2016 ("RERA") or any rules framed thereunder or any other agencies authorized under the applicable law

Penalty in case of the following deviation:

Deviation	Penalty
Non submission of financials for the purpose of audit by Panel Auditor	Additional interest of 2% p.a to be charged after expiry of 6 months of the close of financial year till the default is made good.
Withdrawal of promoters contribution (diversion of funds)	2% p.a. on O/s loan till time the position is rectified.
Non routing of funds through Escrow a/c	2% p.a. penal interest on amount not routed through Escrow for the period of diversion
Base price of selling rate	In case the sales are below the base price i.e. Rs. 2925 per Sq. ft. for residential units, Rs. 5400 per Sq. ft. for commercial units the difference to be funded by the borrower.
Insurance	All risk insurance policy to be made compulsory. 1% p.a. penal interest till the default is made good.

Definitions:

Master Collection Escrow Account (MCEA): The Account in which Sales from the customers will be collected.


RERA designated Account (RDA): The Account in which 70% of the sales deposited in MCEA will flow as per Terms of RERA.

Lenders Escrow Account (LEA): The Account in which 30% of the sales deposited in MCEA will flow as per Terms of RERA. The permitted withdrawals from RDA (based on certificate from CA, Architect and Engineer) will also flow into this account.

Borrowers Escrow Account (BEA): This is the account in which the amount will flow post approval of LIC HFL for use in project. The condition of % payment towards loan principal / dues from sales proceeds will be applicable to this account and after % deduction towards loan principal / dues (as per terms of Loan Offer Letter) the amount will flow to this account.

Kindly provide acceptance of the loan offer within 30 days of issuance of LOL. Administrative fees has to be paid simultaneously with the execution of acceptance of Loan Offer. If the first disbursement of loan is not availed within 6 months from the date of issuance of LOL, this offer gets cancelled.

Thanking you,
Yours faithfully,


Regional Manager

NORTH CENTRAL REGIONAL OFFICE : FIRST FLOOR JEEVAN BHAWAN I, HAZARATGANJ, LUCKNOW 226001



APPLICATION FORM



SANFRAN SAROVAR HEIGHTS

JHANSI-SHIVPURI HIGHWAY, NEAR PAHUJ RIVER, NH-44, JHANSI

Regd.-UPRERAPRJ242677 | www.up-rera.in

THIS PROJECT IS FINANCED BY LICHL
WE WILL PROVIDE NOC/PERMISSION
FROM LICHL FOR SALE OF FLAT

To,
M/S SANFRAN DEVELOPER PVT. LTD.
SANFRAN SQUARE, A-73, SECTOR-2
NOIDA, U.P-201301

Date.....

I/We remit herewith a sum of Rs. _____ (Rupees _____)

vide NEFT/RTGS/DD No./Cheque No. _____ dated _____ bank name _____ payable at _____ as booking amount for allotment of a Flat No. _____ at **“SANFRAN SAROVAR HEIGHTS”**, situated at Jhansi-Shivpuri Highway, Near Pahuj River, NH-44, Jhansi.

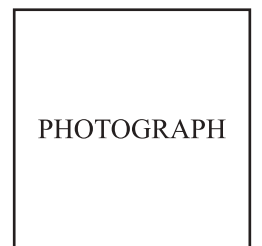
I/We agree to abide by the basic terms and conditions attached to this Application Form and also agree to sign and execute the agreement for sale. The terms and conditions have been read and understood by me/us. I/We shall accept the specifications of the flat and shall pay basic sale price, preferential location charges, additional charges whichever applicable, GST, TDS and the applicable Stamp Duty or any other charges etc. as and when demanded by the Company/Developer.

I/We have clearly understood that this application does not constitute an agreement for sale and I/We do not become entitled to the provisional and/or final allotment of the flat notwithstanding the fact that the Company/Developer may have issued a receipt for the acknowledgement of the money tendered with this application. It is only after I/We sign and execute the Allotment Letter/ Agreement for sale, the allotment shall become final and binding upon the Company/Developer. However, if, I/We shall withdraw/cancel this application or fail to sign/execute and return the Allotment Letter/ Agreement for sale within forty-five (45) days, then the Company/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/Developer failing which the allotment/agreement for sale will be cancelled and the earnest money along with interest, if any shall be forfeited by the Company/Developer. My/our particulars are given below:

1. First Applicant

Mr./Mrs./M/s.
Son / Wife / Daughter of.....
Date of Birth/Incorporation.....
Permanent Address.....
.....



FIRST APPLICANT

SECOND APPLICANT



THIS PAGE IS PURPOSELY KEPT BLANK

SANFRAN
Sarovar Heights

Correspondence address
.....
.....

Residential Status: Resident Non-Resident

Tel..... Mobile..... E-Mail.....
PAN..... Adhaar No.
Date of Marriage/Anniversary.....
Occupation- Pvt.Service/Businessman/Govt.Service/any other.....
Designation..... Nationality.....

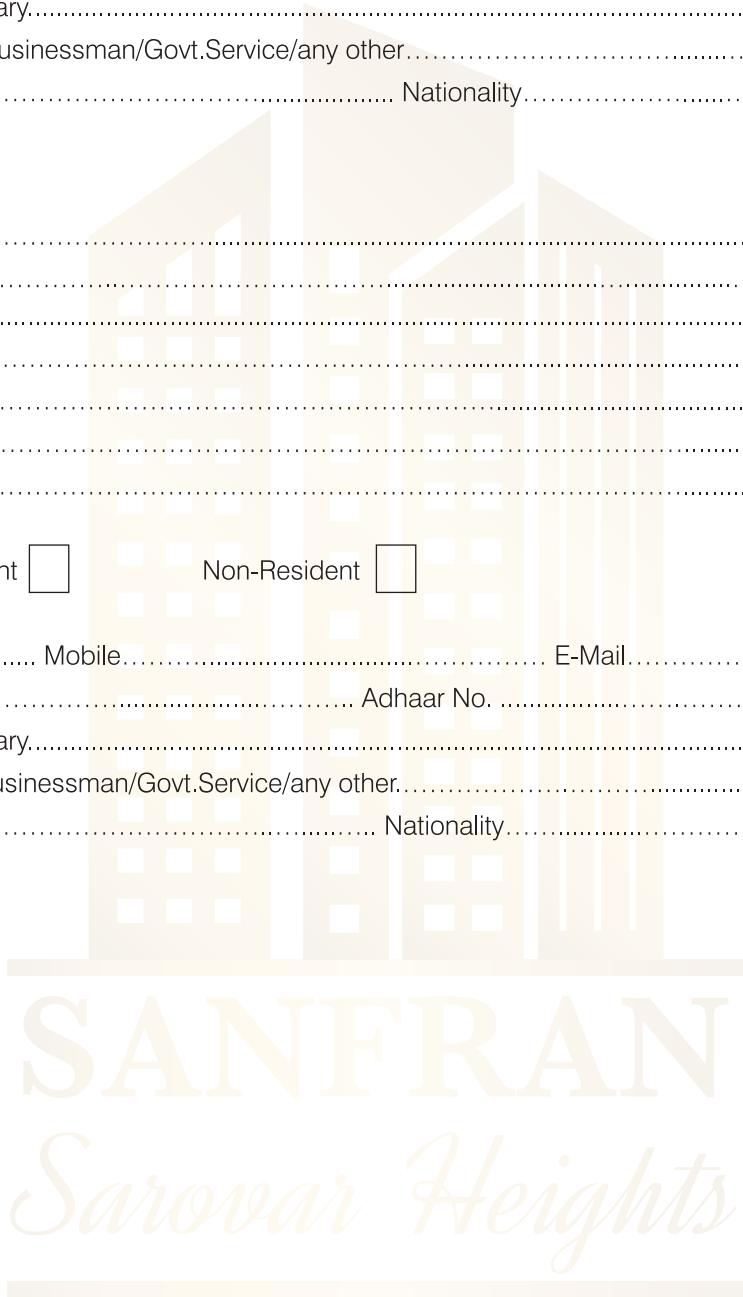
2. Second Applicant

Mr./Mrs./M/s.
Son / Wife / Daughter of.....
Date of Birth/Incorporation.....
Permanent Address.....
.....
Correspondence address.....
.....



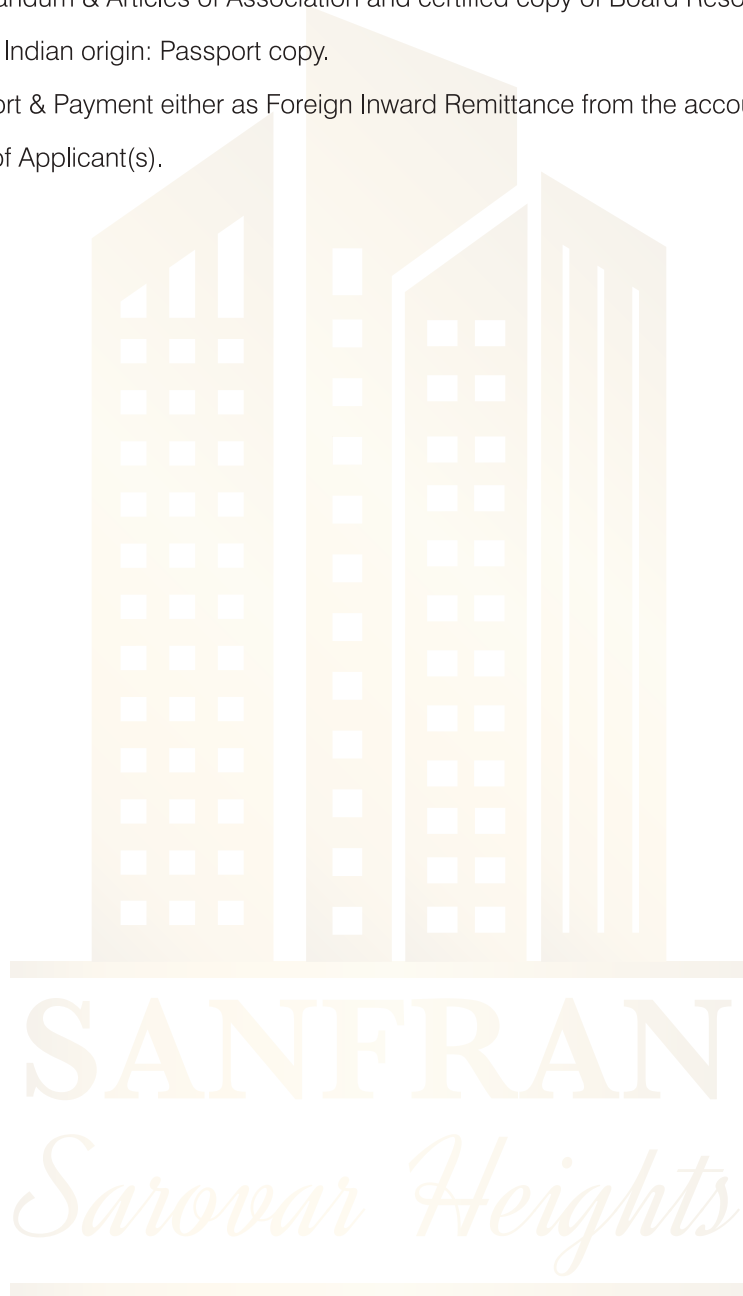
Residential Status: Resident Non-Resident

Tel..... Mobile..... E-Mail.....
PAN..... Adhaar No.
Date of Marriage/Anniversary.....
Occupation- Pvt.Service/Businessman/Govt.Service/any other.....
Designation..... Nationality.....



Check List for receiving Application:

- Customer's signature on all pages of the Application form.
- Copy of PAN Card (self-attested)
- 2 Passport size Photographs
- Address Proof (Ration Card/Electricity Bill/Telephone Bill/Water Bill/Bank Passbook/Passport/Voter ID card/Aadhar Card/Driving License) (self-attested)
- Form 60 and signature verification from bank with photograph (In case PAN No. is not available)
- For Companies: Memorandum & Articles of Association and certified copy of Board Resolution.
- For Foreign Nationals of Indian origin: Passport copy.
- For NRI: Copy of Passport & Payment either as Foreign Inward Remittance from the account of Applicant(s) or from Non-Resident account of Applicant(s).



DETAILS OF PROPERTY

Type of Property	
Flat No.	
Tower No.	
Carpet Area (in Sq Ft)	
Built Up Area (in Sq Ft)	
Super Built Up Area (in Sq Ft)	
Payment Plan (CLP/DP/Flexi)	
Basic Cost (Rs.)	
Payment Plan Discount (DP – 8% / Flexi – 3%)	
Net Basic Cost (Rs.)	
Preferential Location Charges (Floor/View) @ Rs.....	
One Car Parking Space Charges	
Club Membership Charges	
Interest Free Maintenance Security Deposit	
Total Amount (Rs.)	

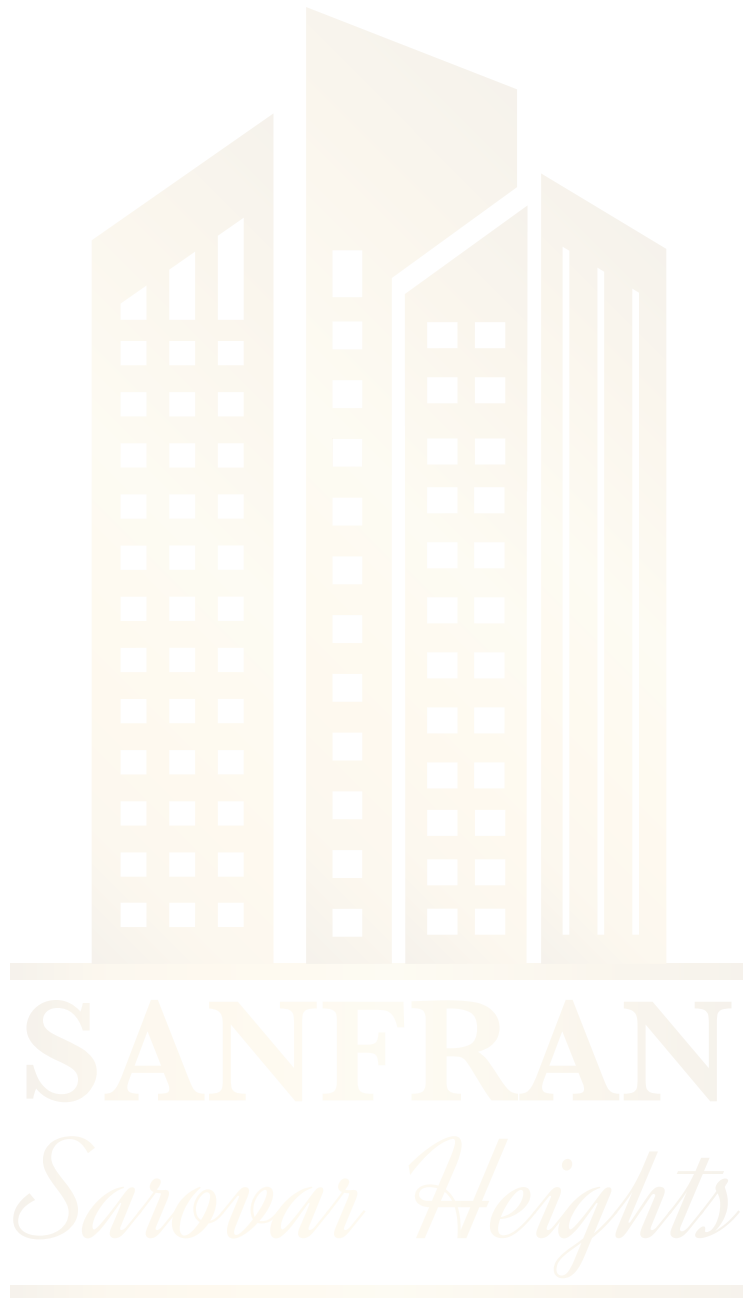
CONSTRUCTION LINKED PAYMENT PLAN

1	At the time of Booking	10% of BSP
2	Within 30 days from the date of booking	10% of BSP
3	On start of excavation	10% of BSP + 25% PLC
4	On completion of foundation	8% of BSP + 25% PLC
5	On completion of stilt floor roof slab	5% of BSP + 25% PLC
6	On completion of first floor roof slab	5% of BSP + 25% PLC
7	On completion of third floor roof slab	5% of BSP
8	On completion of fifth floor roof slab	5% of BSP
9	On completion of seventh floor roof slab	5% of BSP
10	On completion of nineth floor roof slab	5% of BSP
11	On completion of eleventh floor roof slab	5% of BSP
12	On completion of top floor roof slab	5% of BSP
13	On completion of brickwork of particular flat	4% of BSP + 50% club charges
14	On completion of plumbing work of particular flat	4% of BSP + 50% club charges
15	On completion of internal plaster of particular flat	4% of BSP + 50% car parking charges
16	On completion of internal flooring of particular flat	4% of BSP + 50% car parking charges
17	On completion of internal painting of particular flat	4% of BSP + 50% additional charges
18	On offer of Possession	2% of BSP + 50% additional charges

Note:

- i) The Construction linked stages can be called for payment in any sequence, depending on the sequence undertaken by the Developer, irrespective of the sequence mentioned hereinabove.
- ii) GST shall be charged extra as per government norms alongwith each instalment as and when demanded by the Company/Developer.
- iii) Stamp duty, registration fee, labour cess and any other allied charges for execution and registration of sale deed will be additionally payable by me/us as and when required before possession.

I/We undertake that I/We have read and understood all the terms and conditions mentioned above.



FOR OFFICE USE ONLY

Unit No. _____
Basic Sale Price (Rs.) _____
Payment Plan (CLP/DP/Flexi) _____
Net Basic Sale Price (Rs.) _____
Preferential Location Charges (Floor/View) @ Rs. _____ (Rs.) _____
Car Parking : Open _____ Covered _____
Additional charges (Rs.) _____
Total Cost of unit (Rs.) _____
In words(_____ Only)
Remark (if any) _____
Payments received vide NEFT/ RTGS/DD No. /Cheque No. _____ dated _____ for (Rs.) _____
Receipt No. _____ Receipt Date _____

Booking: Direct Sales Associate

Direct:

Name of Sales Person:

Details of Sales Associate:

Name/Firm of Associate: RERA No.

Address:

Signature/Stamp:

Booking Accepted/Rejected.....

Authorised Signatory (Name & Signature):

BASIC TERMS & CONDITIONS

- 1) I/We have applied for allotment of a unit in the Residential Project named as "Sanfran Sarovar Heights" situated Jhansi-Shivpuri Road, near Pahuj River, NH-44, Jhansi ("said Project") to be developed and constructed under lawful arrangement by M/s Sanfran Developer Pvt. Ltd. (hereinafter referred to as the "Company/Developer").
- 2) Before applying for allotment of flat, I/We have fully satisfied myself/ourselves about the nature of rights, title, interest of the Company/Developer in the said Project which is to be developed/constructed by the Company/Developer as per the prevailing bye laws/guidelines of 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 all the terms and conditions of permissions, sanctions, directions etc. issued by Competent Authority in this regard to the Company/Developer.
- 3) The allotment of the flat is entirely on the discretion of the Company/Developer. The allotment of the said flat shall be provisional and shall be confirmed after the issuance of Letter of Allotment and signing of Agreement for Sale (AFS) as per RERA's format which has been read over to me in my vernacular and understood by me/us.
- 4) I/We acknowledge that the Company/Developer will provide 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/Developer, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the project and the said flat (including the size and dimensions and any other physical characteristics thereof) services to be provided by the Company/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 of the said flat.
- 5) I/We hereby agree and understand that the area of flat provided herein & subsequently in Allotment Letter are approved by Sanctioning Authority 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/Developer on completion of development of the Project. In case the increase in the area of the said flat, I/We shall pay for the initial 3% of increase in super built up area at the rate of booking of the said flat. 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/Developer at the prevailing rate as and when demanded by the Company/Developer. In case of decrease of the allotted area of the said flat, the amount received in excess over and above the total cost of the said flat based on the changed area shall be refunded/adjusted (as the case may be) by the Company/Developer to me/us without my/our any protest and without any interest thereon.
- 6) I/We have examined layout plans, designs and specifications of the flat and have agreed that the Company/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 flat. The Company/Developer may acquire additional land adjacent to the existing project in future. The Company/Developer shall be taking all the relevant clearances from the Concerned Authorities. I/We give my/our irrevocable consent to the Company/Developer to revise the layout at any stage of the project.
- 7) The transfer of the flat including rights as buyer herein by me/us, before execution of sale deed of the flat in favour of the other buyer/family members, will be at the sole discretion of the Company/Developer and will need its prior written approval. Administrative Charges as prescribed by the Company/Developer from time to time will be paid by me/us at the time of transfer alongwith all other dues/outstanding on the flat. Any change in the name (including addition/deletion) recorded as buyer with the Company/Developer will be deemed as transfer for the purpose. The administrative charges for the transfer of the flat 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/Developer will not be a party to it.

- a) 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/Developer and R.W.A or its nominated agency in respect of said flat.
- b) In case of death, no administration charge shall be applicable and the flat shall be transferred to the successor(s)/legal heir(s) after submission of necessary legal documents of succession to the Company/Developer.
- 8) I/We have specifically agreed that if due to any change in the layout duly approved by the Competent Authority, the said flat ceases to be preferentially located; the Company/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 flat becomes preferentially located then I/We shall be liable and agree to pay the preferential location charges as and when demanded by the Company/Developer.
- (a) I/We agree that the common walls of the adjoining flat shall be jointly owned and used equally for support whether vertical or lateral etc. by the respective flat as the common walls are partly on each adjoining flat. The area of the flat includes half of the area covered by the common walls or partly on each adjoining flat.
- 9) I/We hereby agree that as per UP RERA, the amount paid with the application and in installments as the case may be to the extent of 10% of sale consideration of the flat 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 flat 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/Developer shall have rights mentioned herein below:-
- i) In case I/We fails to make payments for 2 (two) consecutive demands made by the Company/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/Developer on the unpaid amount @ 18% per annum.
- ii) In case I/We default in making payment continues for a period beyond 3 (three) consecutive months after notice from the Company/Developer in this regard, the Company/Developer may cancel the allotment of the flat in favour of me/us and refund the money by deducting the booking amount of 10% and the interest liabilities, taxes or any other charges and my/our Agreement shall thereupon stand terminated.
- iii) Provided that the Company/Developer shall intimate me/us about such termination atleast (30 days) thirty days prior to such termination.
- 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/Developer shall take the step. The Company/Developer has the right to withdraw discounts provided in the down payment of the said flat. The Payment Plans is annexed herewith as Annexure-A.
- 11) I/We have specifically agreed that if I/We make any request with Company/Developer to cancel/withdraw the booking, without any fault of the Company/Developer, the Company/Developer is entitled to forfeit the booking amount of 10%. The Developer/Company shall return 50% (fifty percent) of the balance amount of money paid by the me/us within 45 (forty-five) days of such cancellation /withdrawal and the remaining 50% (fifty percent) of the balance amount will be paid after re-allotment of the said flat or after one year from the date of cancellation/withdrawal by the applicant, whichever is earlier.
- 12) All the payments shall be made to the Company/Developer through NEFT/RTGS/DD/ cheques drawn upon scheduled banks in favour of "Sanfran Developer Pvt. Ltd." payable at Jhansi.
- 13) Transfer of the flat shall be permissible at the sole discretion of the Company/Developer on payment of such administrative cost as may be fixed by the Company/Developer from time to time. The transferor and the transferee unconditionally agree to comply with all formalities in this regard and the transferee agrees to abide by all the terms of allotment, I/We hereby clearly agree and understand that the development period of the said flat shall be as per UP RERA terms as specified in the AFS reckoned with effect from the date of transfer right in the said flat in favour of my/our transferee(s).
- 14) I/We agree that all the 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/Developer. Notwithstanding anything contains contrary hereinabove, I/We hereby understand that GST shall be payable in accordance with the opted payment plan for payment of sale consideration of the said flat. If I/We fail to pay the installments alongwith applicable GST on the sale consideration of the said flat in timely manner, in such eventuality,

the unpaid GST shall be construed as unpaid sale consideration of the said flat and I/We shall be liable to pay the due installments, GST alongwith interest calculated @18% per annum.

I/We agree that I shall be liable to pay all expenses for preparation of legal documents including stamp duty and registration charges, or and any other miscellaneous expenses for registration thereof in relation to the flat underneath as may be intimated to me/us by the Company/Developer.

- 15) That after completion of flat excluding the final finishing, the Company/Developer shall issue a written offer of possession/Final Demand Notice to me/us. The final finishing means only painting (internal & external) polishing, fixing of flooring, cleaning etc. requiring about 45 days for its completion. It is agreed and understood by me/us that the final finishing of the said flat will be subject to full settlement of accounts and completion of all other procedural and documentary requirement envisaged therein.
- 16) That the possession of the said flat will be given to me/us only after execution of Sale Deed/transfer deed, subject to force majeure clause condition and payment of all the amount due and payable by me/us upto the date of such possession including Interest Free Maintenance Security (IFMS), monthly recurring maintenance charges (MRMC), and any other charges to the Company/Developer.
- 17) That I/We have to make up to date payment of all the dues within 30 days of written offer of possession or Final Demand Notice (FDN) to Company/Developer. Further I/We have to take possession of the said flat within 45 days of the written offer of possession or Final Demand Notice (FDN) (herein 'said period') from the Company/Developer, failing which, the said flat will lie at my/our risk and cost. In other words, possession of said flat shall become due on the date of expiry of the said period (herein "possession due date). I/We understand and agree that the IFMS & MRMC (defined hereinabove) holding charges, other charges etc. as applicable shall become due/payable effective from the possession Due Date or the actual date of possession whichever is earlier whether or not I/We take possession of my/our flat.
- 18) That I/We understand and agree that in the event of my/our failure to take possession of the said flat after expiry of 6 months from the possession Due Date then besides the levy of applicable holding charges, IFMS, MRMC, or any other charges the said flat shall be handed over to me/us on "as is where is" basis. I/We further agree not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.
- 19) That on completion of the construction work of the said flat and /or offer of possession or possession Due Date (defined hereinabove) of the said flat, whichever is earlier then;
 1. The Company/Developer shall intimate the amount to be deposited as IFMS (Interest Free Maintenance Security) for the maintenance and upkeep of infrastructure installation means cost of AMC and repairing of break downs.
 2. Major repair or replacement (if needed) shall be done with the interest earned on IFMS, if interest earned on IFMS falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the Company/Developer or Association as the case may be.
- 20) That I/We agree that apart from IFMS, a monthly recurring maintenance charges (MRMC) proportionate to the area of flat shall be charged for the running and maintenance of the common services and spaces of the complex such as running of lift i.e., power consumption and cost of liftman, supply of drinking water i.e., electric bills of water pumps and cost of pump operators, lights in common areas (stairs, corridors, parking and parks) i.e., electric bills and replacement/repairing of minor defects, cost of electrician, plumber, sweeper, gardener, security personnel, maintenance of sewage system or any other facility of common nature.
- 21) That the monthly recurring maintenance charges (MRMC) shall be payable from possession Due Date or offer of possession whichever is earlier, irrespective of facts whether possession of the flat has been taken over or not.
- 22) That in case actual pro-rata amount spent on MRMC exceeds to the collected amount, excess amount shall be billed on monthly basis either by Company/Developer/agency/association as the case may be.
- 23) That I/We am/are liable to pay MRMC as applicable/demanded by the Company/Developer /Maintenance agency, irrespective of the fact whether I/We am/are in the occupation of the said flat or not within a period of 7 (seven) days of demand. In case of delay in MRMC an interest of 18% p.a. shall be charged for the period of delay. The Company/Developer/Maintenance Agency reserves the right to collect MRMC in advance as per its policy.
- 24) PENALTY ON CHEQUE BOUNCE-

I/We hereby agree to pay penalty on bouncing of cheque issued by me/us for payment installments due against flat or maintenance charges, as per provisions of Negotiable Instruments Act 1881 (and any revision thereafter). Bouncing of cheques against any payment/dues, to be paid to the Company/Developer at first instance. The Company/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 for first instance with an interest @ 18% on additional delay from the date of installments due shall be charged till the date it is paid to the Company/Developer.

- 25) 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, the amount paid towards booking and further consideration will be returned by the Company/Developer as per applicable rules without any interest and the allotment shall stand cancelled forthwith, I/We agree that the Company/Developer will not be liable in any manner on such account.
- 26) The Company/Developer shall have the first lien and charge on the said flat for all its dues and other sums payable by me/us to the Company/Developer. However, availability of loan/approval of the project by the financial institution is not the pre-requisite/condition precedent of the allotment of the flat and I/We hereby agree to pay the sale consideration of the aforesaid flat 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, I/We shall not make such refusal as an excuse for non-payment of further installments/ dues.
- 27) The Company/Developer shall endeavor to give possession of the flat to me/us as early as possible, subject to force majeure circumstance and reasons beyond the control of the Company/Developer with a reasonable extension of time for possession subject to making of timely payment of installments to the Company/Developer by me/us. However, in case the Company/Developer is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, the Company/Developer shall refund the amount paid by me/us, without interest after complying all necessary formalities.
- 28) That before taking possession of the flat, I/We must clear all the dues towards the flat and have to execute Sale/Conveyance Deed for the said flat in my/our favour by the Company/Developer after paying applicable stamp duty, registration fee and other legal charges/expenses by me/us.
- 29) That I/We shall use the said flat for residential purpose only. The said flat should not be used for any commercial activities/hazardous activities/material/things. This is a condition precedent and non-compliance thereof may invite penalty and I/We shall have to compensate the Company/Developer/Association/RWA or any other maintenance agency for any losses/damages resulting therefrom.
- 30) That I/We shall have no objection in case the Company/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 flat to me/us.
- 31) That detailed terms and conditions shall form part of Agreement for Sale (AFS) which I/We shall execute as and when required by the Company/Developer.
- 32) That I/We shall provide my/our complete address and email to the Company/Developer at the time of booking and it shall be my/our responsibility to inform the Company/Developer at Head Office and Site Office through letter by Registered A.D. for any subsequent changes in my/our address and email, failing which, all demand notices and letters posted at the first registered address shall deemed to be served/received by me/us at the time when those should ordinarily reach at such address and I/We shall be responsible for any default in making payment and other consequences that might occur therefrom. Further, I/We hereby agree that the Company/Developer shall not be liable/responsible to reply to any query received from any address/email not being previously registered with the Company/Developer.
- 33) That 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 for Sale (AFS), the terms whereof have been seen, read and understood/accepted by me/us.

34) That it is agreed by me/us that in case there are joint applicants, all communications shall be sent by the Company/Developer to the first applicant whose name appears first, at the address given by me/us 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.

35) That it is specifically agreed by me/us that upon signing of application form, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/AFS shall supersede over the terms and conditions as set forth in the 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 for Sale (AFS) in this regard.

If any misrepresentation/concealment/suppression of material facts are found to be made by me/us, the allotment/AFS will be cancelled and the earnest money/booking amount as mentioned hereinabove shall be forfeited by the Company/Developer and I/We shall be liable for consequences occurred due to such misrepresentation/concealment/suppression of material facts in all respect.

36) That I/We agree that development/construction of the flat shall be completed as early as possible as per the time mentioned in the Agreement for Sale (AFS) but not later than five years from the date of commencement of construction subject to force majeure and any circumstances beyond the control of the Company/Developer. It is irrevocably agreed and authorize by me/us that in case Company/Developer request for extension of completion date of the project to the competent authority, I/We give my/our irrevocable consent for application of such extension to be filed by the Company/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 competent authority.

37) That I/We hereby undertake that I/We shall never claim anything on the basis of any verbal commitment made by any employee/representative/Director of the Company/Developer. Further any dispute arises between me/us and Company/Developer shall solely deal as per the terms of the application form/allotment/AFS.

38) That I/We agree and understand that any dispute arising out of the allotment /booking shall be subject to territorial jurisdiction of Gautambudh Nagar/Noida Courts only.

Declaration:

I/We declare that the above terms and conditions have been read/explained upon me/us in my/our vernacular and after understanding the same are acceptable to me/us. I/We sought detailed explanations and clarifications from the Company/Developer and the Company/Developer has readily provided such explanations, documents and clarifications and after giving careful consideration to all facts, terms and conditions, I/We have signed the Application Form and paid the booking amount for allotment, I/We further undertake and assure the Company/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 flat in relation to the said flat.

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 हस्ताक्षर/दस्तख़त किये हैं।

Name of the 1st Applicant *Sarovar Heights*

Name of the 2nd Applicant

Place: _____

THIS PROJECT IS FINANCED BY LICHFL
WE WILL PROVIDE NOC/PERMISSION
FROM LICHFL FOR SALE OF FLAT

Date: _____



SANFRAN DEVELOPER PVT. LTD.
DELIVERING A BETTER FUTURE
AN ISO 9001:2015 CERTIFIED CO.

FORM B
[See rule 3(4)]

Affidavit cum Declaration

Affidavit cum Declaration of M/s SANFRAN DEVELOPER PRIVATE LIMITED promoter of the project- Sanfran Sarovar Heights, Jhansi.

I, Jagdish Kumar Mishra, promoter of the project- Sanfran Developer Pvt. Ltd. do hereby solemnly declare, undertake and state as under:

1. SANFRAN DEVELOPER PRIVATE LIMITED have a legal title to the land on which the development of the proposed project -Sanfran Sarovar Heights is to be carried out
AND
A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.
2. That the said land is free from all encumbrances.
3. However, the project is approved and financed by LICHFL and LICHFL will provide NOC/permission for sale of flats.
4. That the time period within which the project shall be completed by me/promoter is 5 YEARS
5. That seventy percent of the amounts realized by me /promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
6. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
7. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a Chartered Accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
8. That I / promoter shall get the accounts audited within six months after the end of every financial year by a Chartered Accountant in practice, and shall produce a statement of accounts duly certified and signed by such Chartered Accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
9. That I / promoter shall take all the pending approvals on time, from the Competent Authorities.
10. That I / promoter has/ have furnished other documents as have been prescribed by the rules and regulations made under the Act.
11. That I / promoter shall not discriminate against any allottee at the time of allotment of any shop as the case may be, on any grounds.


Deponent


Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jhansi on this 20th Oct. 2023.


Deponent


DRAFT SALE DEED OF SANFRAN SAROVAR HEIGHTS, JHANSI

THE PROJECT IS APPROVED AND
FINANCED BY LICHFL

SALE DEED

That this being a deed of flat/shop situated at Jhansi-Shivpuri Higway, Near Pahuj River, Mauja-Lahargird, NH-44, Jhansi. The flat/shop is having 'A class' construction with carpet area.....sq. mt. and super area.....sq. mt. for the sale value @ Rs...../- (In words Rs..... only) per sq. mt amounting to Rs...../- (In words Rs.only).

And the proportionate plot area of the said flat/shop issq. mt..having sale value @ Rs./- (In words Rs..... only) per sq. mt. amounting to Rs...../- (In words Rs.only).

Thus, the total value of the said flat/shop is amounting to Rs.(In words. Rs.....only). However the actual sale consideration is Rs. (In words Rs.....only). Consequently, the stamp duty of Rs...../- (In words Rs.....only) has been paid vide E-Stamp, Certificate No.in U.P. dated.....

Date of Execution	:
Place of Execution	:	Jhansi
Sale Consideration	:	Rs...../-
Value as per Circle rate	:	Rs...../-
Stamp Value	:	Rs...../-
Super Area	:
Carpet Area	:
Car Parking	:Covered
Floor	:
Rate Per Square Meter	:
Circle Rate References	:	Page No....V Code.....
Tehsil/Pargana	:	Jhansi

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward/Pargana	:	Mauja Lahargird
3.	Mohalla/Village	:	Sanfran Sarovar Heights
4.	Details of Property (Property No.)	:	Flat/Shop No. (IN WORDS.....) in "Sanfran Sarovar Heights " built over a Part of Khasra No. 134,135,136,137,98,97/2 OR a part of Khasra No.....
5.	Standard of measurement	:	Sq.meter
6.	Location Road	:	Jhansi Shivpuri Road, NH-44, Jhansi
7.	Type of Property	:	Flat/Shop No.....
8.	Carpet area/Super Area	:	_____sq. Mtr. /_____sq. mtr.
9.	Sale Consideration	:	Rs._____/-
			(Rupees_____Only)
10.	Boundaries		EAST : WEST : NORT: SOUTH:
11.	No. or persons in First Part (1); No. of persons in Second Part (.....)		
12.	Details of Seller	:	Details of Purchaser
	<p>Sanfran Developer Pvt. Ltd.) a company incorporated under the provisions of Indian Companies Act,2013(PAN No. AAPCS7404J) having its registered office at A-73 Sector 2 Noida, Utter Pradesh.</p> <p>Authorised Signatory</p> <p>Mr..... S/o..... R/o..... vide Board Resolution Dated..... (hereinafter referred to as "Seller")</p>		<p>Mr/Mrs.....</p> <p>S/o</p> <p>R/o.....</p> <p>PAN No.....</p>

THIS DEED OF SALE IS EXECUTED BETWEEN

M/s Sanfran Developer Private Limited a company incorporated under the provisions of Indian Companies Act,2013 having its registered office at A-73 Sector 2 Noida Utter Pradesh -201301 (**hereinafter referred to “Seller”**).

AND

Mr./Mrs.S/o/W/o
R/o.....having PAN
No..... which expression shall mean and include their heirs,
successors, administrators and assigns (**hereinafter referred to “Purchaser”**)

WHEREAS Sanfran Developer Pvt. Ltd had purchased land admeasuringbearing Arazi no..... situated at Mauza Lahargird, Near Pahuj River, NH-44, Tehsil and District Jhansi vide various registered sale deeds, details mentioned hereinbelow registered in the office of Sub-Registrar Jhansi.

- a) Land bearing Arazi No.admeasuring vide sale deed dated registered in Book No.Zild No..... on Pages to Sl. No.
- b) Land bearing Arazi No.admeasuring..... vide sale deed dated registered in Book No.Zild No..... on Pages to Sl. No.
- c) Land bearing Arazi No.admeasuring..... vide sale deed dated registered in Book No.Zild No..... on Pages to Sl. No.

WHEREAS later on Sanfran Developer Private Limited got a residential cum commercial project approved from Jhansi Development Authority vide approval layout no.....dated.....namely “**Sanfran Sarovar Heights**” which consists of flats and shop/retail store/showrooms situated at Jhansi-Shivpuri Highway, Near Pahuj River, Mauja-Lahargird, NH-44, Jhansi.

AND

WHEREAS the Seller wanted to sell **Flat No./Shop No.in Tower No.....floor no.....** in “**Sanfran Sarovar Heights** having Carpet area..... sq mt and super areasq. mtr. situated at Jhansi Shivpuri Highway, Near Pahuj River, Mauja Lahargird, NH-44, Jhansi and the Purchaser being interested in purchasing the same has offered a sum of Rs. _____/- (Rupees.....only) which the

Seller has accepted.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of Rs.____/- (Rupees___only) paid by the Purchaser to the Seller including TDS, the receipt whereof the Seller hereby acknowledge. The Seller hereby sell, convey, assign and transfer by way of absolute sale of the Flat No/Shop No.....in “**Sanfran Sarovar Heights** ”
2. That the Purchaser has examined the nature of construction and quality work of flat/shop and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc., of the said flat/shop.
3. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said flat and also satisfied about the right to sell which is possessed by the Seller and has also seen all the papers regarding the same.
4. That the flat/shop hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller are pending in any Court of Law or with any authority.
5. That all the taxes, in respect of the said flat upto the date of this deed shall be borne and paid by the Seller, while the taxes pertaining to the period after the date of this deed shall be borne and paid by the Purchaser.
6. That the Purchaser agrees to pay all taxes, charges, payable in respect of his flat/shop to the State Government, Central government or any other authorities empowered to impose the same.
7. That the Purchaser shall not store in his flat/shop any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the flat/shop.
8. That the Purchaser shall not use the demised flat/shop or any portion thereof

for any purpose whatsoever other than that for the residential/commercial purposes.

9. That after execution of this deed the Purchaser may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller shall have no right to object in the matter. However the Seller shall cooperate with the Purchaser for the said purpose, if the same is required by the Purchaser.
10. That the Purchaser shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as open spaces and parking etc. which shall be commonly used by the owners of the flat/shop in the project.
11. That the Purchaser / Seller shall in no way or manner will be entitled to block the common areas such as entrances, exits of the parking area, garden, and in case he/she/they does/do so then the Seller/ Purchaser as well as the owners of the other flat/shop shall have right to remove the construction/ obstruction forthwith at the cost of the Purchaser / Purchaser(s) or his nominees.
12. That the Purchaser shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their flat/shop and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other flat/shop. Further the Purchaser shall permit to the Seller or their nominees, agents or persons/ employees at all reasonable time to enter into the flat/shop for the inspection and maintenance/ repairs.
13. That the name of the entire project is “**Sanfran Sarovar Heights**” and the Purchaser or occupier of the other flat/shop shall not be entitled to change the name of the project under any circumstances.
14. That the Purchaser is bound to pay the amount of corpus fund as decided by the Seller and the Purchaser is bound to join the maintenance Society of "**Sanfran Sarovar Heights**" and pay the proportionate maintenance charges to the Society regularly.
15. That the Purchaser agrees / binds himself to become a member of society / association.
16. That before transfer of the said property either by Purchaser or any of his

transferee(s), the Purchaser or any of his transferee(s) shall have to obtain the 'No Objection Certificate' from the Seller and or Society/Maintenance Agency who are maintaining the aforesaid township regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Purchaser or any of his transferee(s) transfer the said property without obtaining the said 'No Objection Certificate' from the Seller and Society then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges if any, which are payable in respect of the said property to the Seller and or Society/Maintenance Agency.

17. That the Purchaser agrees to take his own electric connection from the electricity department by paying requisite fee and shall pay the monthly charges for the electricity consumed for his flat/shop.
18. That the Seller has handed over the vacant possession of the property mentioned above to the Purchaser with all their rights and privileges so far held and free from all encumbrances whatsoever.
19. That the entire expenses for execution and registration of this deed including typing charges, stamp duty registration fees and other miscellaneous expenses shall be exclusively borne by the Purchaser and the Seller shall not be responsible for the same in any manner whatsoever and in case any further stamp duty or penalty is levied then the same shall be the liability of the Purchaser.
20. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.

SCHEDULE OF PROPERTY

Flat No./Shop No.....(in words) in "Sanfran Sarovar Heights",
having carpet area..... sq. Mtr. (.....in words) and super
area.....sq mt. (.....in words) situated at Jhansi-Shivpuri
Highway, Near Pahuj River, Mauja Lahargird, NH-44, Jhansi and bounded as under
:-

Boundaries:-

EAST :

WEST :

NORTH :

SOUTH :

IN WITNESS WHEREOF the parties have put their respective hand on this deed of sale on the date month and year, first above written.

WITNESSES:

1.

2.

SELLER

PURCHASER(S)

THE PROJECT IS APPROVED AND
FINANCED BY LICHFL

Drafted By:

Typed By: