

**APPLICATION FORM FOR BOOKING OF COMMERCIAL SHOP/UNIT**

**MART PROMOTERS PRIVATE LIMITED,  
Office At Plot no C-3, Sector-16B,  
Greater Noida (West), U.P.**

Dated .....

Dear Sir,

I/We hereby apply to book a Commercial Shop/Unit as described below in the Commercial Project/Scheme under the name and style of **"LONDON MART"**, built at Plot No.C-3, SECTOR-16B, Greater Noida (West), UP, being developed and promoted by **M/s Mart Promoters Pvt. Ltd.** (hereinafter called as Company).

I/We have clearly understood that this application does not constitute an agreement to sell and I/We do not become entitled to the provisional and/or final allotment of a Shop/Unit notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application being the Non refundable Earnest Money. I/We have read and understood the Terms and Conditions as provided in this Application Form and I/We agree to accept and sign the prescribed Agreement to Sell as per the RERA Guidelines and agree to abide by the terms & conditions laid down therein.

I/We acknowledge that the company has provided all the information and clarifications as sought by me/us and I/We am/are satisfied with the same including but not limited to the terms and conditions as contained in the Agreement to Sell to be entered, executed and registered hereinafter this Application. I/We have also relied on my/our own judgement and have conducted due inquiry before deciding to apply for booking of the said Shop/Unit. This application is complete and self contained in all respects and any kind of oral or written representation or statement shall not be considered constituting a part of this application.

In case **M/s Mart Promoters Pvt. Ltd.**, confirms the booking of a Shop/Unit, I/We agree to pay further installments of sale price and all other allied charges/dues as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this Application Form and/or as explained to me/us by the company and understood by me/us, failing which the allotment shall stand cancelled and booking amount shall be forfeited by the Company.

**1. The particulars of the applicant(s) are given below for Company's reference or record:**

**FIRST APPLICANT**

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

S/W/D/of .....

Permanent Address .....

.....

Correspondence Address .....

.....

Telephone ..... Mobile ..... Fax .....

E-mail: ..... Date of Birth ..... Marital Status:  Married  Unmarried

Residential Status:  Resident  Non-Resident  Foreign Nationals of Indian Origin

Nationality: ..... PAN No. ....

Occupation/ Profession:  Govt. Servant  Self Employed  Private Sector  Professional  Others

Office Name: ..... Designation .....

Office Address: .....

Telephone ..... Mobile ..... Fax ..... E-mail: .....



APPLICANT

CO-APPLICANT

**CO-APPLICANT**

Mr./Mrs./Ms.....  
S/W/D/of .....  
Permanent Address .....  
.....  
Correspondence Address .....  
.....  
Telephone: ..... Mobile ..... Fax .....  
E-mail: ..... Date of Birth ..... Marital Status:  Married  Unmarried  
Residential Status:  Resident  Non-Resident  Foreign Nationals of Indian Origin  
Nationality: ..... PAN No. ....  
Occupation/ Profession:  Govt. Servant  Self Employed  Private Sector  Professional  Others  
Office Name: ..... Designation .....  
Office Address: .....  
Telephone ..... Mobile ..... Fax ..... E-mail: .....

**OR**

M/s ....., a Partnership Firm  
duly registered under the provisions of Indian Partnership Act, 1932, having its office at  
.....  
Through its partner Mr./ Mrs./ Ms. ....  
S/D/W/of ....., PAN/ TIN .....  
Registration No. ....

**OR**

M/s....., a Company  
registered under the provisions of Companies Act, 1956, or 2013 (as amended), having its  
registered office at ..... through  
its Director or duly authorized signatory Mr./Mrs./Ms.....  
S/D/W/of....., authorized  
by a Board Resolution dated ..... (Copy of Board Resolution along with a certified  
copy of Memorandum & Articles of Association required). PAN/ TIN .....  
Registration No. ....

**OR**

M/s....., a Limited  
Liability Partnership registered under the provisions of LLP ACT, 2008, having its registered  
office at ..... through  
its Partners Mr./Mrs./Ms.....S/D/W/of.....  
and Mr./Mrs./Ms.....  
S/D/W/of.....

APPLICANT

CO-APPLICANT

LLP Identification Number.....

**2. PARTICULARS/DETAILS OF SHOP/UNIT**

1. Shop/Unit No. ....
2. Floor .....
3. Total Area ..... Sq.Ft. (..... Sq. Mtrs.)
4. Carpet Area.....Sq.Ft. (..... Sq. Mtrs.)
5. Terrace Area.....Sq.Ft. (..... Sq. Mtrs.)
6. Payment Plan: .....
7. Other details (if any).....

**3. TOTAL COST OF SHOP/UNIT:**

A. **TOTAL SALE CONSIDERATION OF SHOP/UNIT:** : @Rs...../-  
(Rupees \_\_\_\_\_ only)

**Note:**

- 1 sq. mtrs. = 10.764 sq. Ft.
- Service tax/GST/any other taxes as and when applicable, it will charge at the prevailing rates as per payment schedules.
- IFMS, Electric Meter charges, Power Back-Up Charges and it's running & installation cost shall be payable extra apart from Total Sale Consideration at the time of offer of Possession.

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ as booking amount/earnest money for the allotment of the Shop/Unit. (Booking shall be confirmed subject to realization of Cheque/ DD/PO).

**Declaration:**

I/We the undersigned, hereby declare that the above mentioned particulars/information provided by me/us are true and correct and nothing material has been concealed therefrom.

I/We further declare and confirm that if the agent/broker commits for other facilities which are not covered under the terms & conditions of the Application Form and Agreement to Sell then the Company shall not be responsible for the same.

Date:  
Place:

Signature of the Applicant (s)

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF COMMERCIAL SHOP/UNIT IN "LONDON MART", BUILT AT PLOT NO.C-3, SECTOR-16B, GREATER NOIDA (WEST), UP.**

- A. Whereas **Greater Noida Industrial Development Authority** (hereinafter "GNIDA") through a sealed two bid tender system awarded/allotted a Plot No.C-3, SECTOR-16B, Greater Noida (West), UP, Greater Noida to the Consortium consisting of (i) M/s Mart Builders Pvt. Ltd.(Lead Member), (ii) M/s Planet Realtech (P) Ltd. (Relevant Member), (iii) M/s Mall Buildtech (P) Ltd. (Relevant Member) and (iv) M/s Galaxy International Realtech Pvt. Ltd. (Relevant Member), (v) M/s Bulland Buildtech Pvt. Ltd. and (vi) Vidhyalaxmi Agencies (Relevant Member) vide Allotment Letter No. GNIDA/Prop/commercial/CBP-VII/ALLOT/2016/3829 dated 04.11.2016.

APPLICANT

CO-APPLICANT

- B. And whereas the said consortium through its Lead Member approached GNIDA, for sub-division of said land and accordingly as per request given by the said consortium, **Greater Noida Industrial Development Authority** subdivided the said plot as **(1)** Plot No.C-3, area measuring 11777.22 sq. mtrs., and **(2)** Plot No. C-3A, area measuring 6916.78 Sq. Mtrs., Situated at Sector-16B, Greater Noida.
- C. And whereas **Greater Noida Industrial Development Authority (Lessor)** executed a Lease Deed dated 07.06.2017 infavour of **M/s Mart Promoters Pvt. Ltd. (Lessee)** in respect of above said Plot No. C-3, land area 11777.22 Sq. Mtrs. Sector-16B, Greater Noida (West), U.P., to develop and market the Builders Commercial project on said plot. The said Lease Deed is duly registered in the office of Sub-Registrar Sadar, GautamBudh Nagar, U.P., as Document No. 16289, in Book No. I, Volume No.23990, at pages No.53 to 104, on 09.06.2017.
- D. The Real Estate (Regulation and Development) Act, 2016, has come into force on such date notified by the Central Govt. with the provisions and Rules framed thereunder as applicable to State of Uttar Pradesh, shall apply on the Allottee and the Company. Any amendment/modification/changes made in terms of booking request form/allotment letter/agreement shall apply mutatis mutandis upon both the Allottee and the Company accordingly. Further, the Company and Allottee(s) undertake to abide with the provisions and rules framed under **RERA, Uttar Pradesh**.
- E. And whereas the Company is developing and constructing the Commercial Shops/Units of various sizes and dimensions in the Commercial Project known as **"LONDON MART"**, Plot No.C-3, SECTOR-16B, Greater Noida (West), UP.,(herein after referred as 'Project') after getting the building plan duly approved from the Greater Noida Industrial Development Authority. As per the stipulations of said Lease Deed, the Company is entitled to allot the Shop(s)/Unit(s) on lease hold basis to the intending Applicants and all the terms and conditions of said Lease Deed shall also be applicable to the intending Applicant. The location of the Shop/Unit is delineated in the layout plan.

**The terms & conditions given below are tentative and of indicative nature with a view to acquaint the applicant and co-applicant with the terms & conditions as comprehensively set out in the Agreement To Sell, which upon execution, shall supersede the terms and conditions set out in this application.**

1. The project **"LONDON MART"** has been registered under the Real Estate Regulatory Authority, Uttar Pradesh and obtained registration number i.e. **UPRERAPRJ15269** for Phase-I solely, and same can be verified on its Website: <http://www.up-rera.in>.
2. That this Application is to be accompanied with the registration amount/earnest money payable shall be 10% of the cost of Shop/Unit as per payment plan through A/C payee cheque(s) or demand draft or UTR favoring of **M/s Mart Promoters Pvt. Ltd.**, payable at New Delhi/NCR, no outstation cheque/draft shall be accepted. However, if the amount paid by the Applicant is less than 10% of the cost of Shop/Unit then this application shall not be accepted for the provisional allotment.
3. In case, re-issuance of Documents/Payment Receipts/copy of Application Form/Copy of Agreement To Sell is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rs.10,000/- as administrative charges excluding GST or any other taxes/levies and shall be payable by the Applicant solely.
4. That the Applicant shall execute an Agreement to Sell with the company alongwith all the required documents necessary for the same, at the Corporate Office or Site Office of the company and the same shall be registered before the office of Sub-Registrar, as per RERA Guidelines of Uttar Pradesh, as when directed by the Company. That the registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant, the Applicant will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act.
5. That the sanctioned plans, layout plan and specifications of the entire Project as drawn by the Company are in accordance with the approved plans and are subject to change if deemed necessary by the Company due to architectural and structural reasons or as may be required by the regulatory authorities of GNIDA, the Company may make suitable additions/alterations in the layout plans. Such alternations may include changes in the Area, Floor & number of the Shops/Units, the location and increase/decrease in the number of car parking slots allotted to the Applicant with prior permissions of concerned authority and Two-Third Allottee(s) members at that time. In regard to

APPLICANT

CO-APPLICANT

all such changes either at the instance of the regulatory authorities or otherwise decision of the Company on aforesaid reasons, shall be final and binding on the Applicant. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.

6. That the Applicant is aware of and has acknowledge that the building plans are sanctioned by Greater Noida Industrial Development Authority and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to applicant for such minor changes /modifications subject to the Prior Written Permission of 2/3<sup>rd</sup> Allottee(s) at the time of seeking such permission.
7. That the Applicant agrees that he shall pay the sale price of the Commercial Shop/Unit and other charges on the basis of Carpet Area of the Shop/Unit respectively. If there is any increase/decrease resulting in more than  $\pm 3\%$  in the final Carpet Area or Total Area, then necessary adjustment will be made in the price of the Shop/Unit based on original rate at which the Shop/Unit was allotted.
8. That all Taxes and statutory levies presently payable in relation to Land comprised in "**LONDON MART**" have been excluded in the Total Sale Consideration of the Shop/Unit. However in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, GST, farmer's compensation, cess, metro cess, duty or levy by the Government or any other taxes or statutory authority, the same shall be payable by the Applicant.
9. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to make the payment on or before the due dates as per opted payment plan. If any installments as per payment schedule is not paid within due date, the Company will charge 12% interest per annum on the delayed payment from the due date for the period of delay. Further, if the payment remains in arrears for more than 60 days from the due date for such payment or two consecutive demands whichever is earlier or the applicant didn't come forward to execute the Agreement to Sell, then Booking shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant as earnest money i.e. 10% of the Total Sale Consideration will stand forfeited and the balance amount, if any, shall be refunded without any interest, after 90 days of cancellation of booking. However, the Company may at its sole discretion, condone the delay in payment exceeding 60 days by charging interest 12% p.a. and restore the booking in case the allotted Shop/Unit has not been allotted to someone else. Alternative Shop/Unit, if available may also be offered in lieu but the company is not bound to do so.
10. That the time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and Advocate Fee including but not limited to the charges as mentioned herein, to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Agreement to Sell. However the Company may without prejudice to its rights in its sole discretion, waive its right to terminate the Agreement to Sell and enforce all the payments and seek specific performance of this Agreement to Sell, in such a case. The Applicant agrees that the possession of the Shop/Unit will be handed over by the company after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the company.
11. (a) The Company shall Endeavour to complete the construction of the Shop/Unit within a specified period, subject to timely payment of installments and other charges when due or demanded by the Company, same shall be payable by the Applicant. The Company on obtaining completion certificate/certificate of occupancy from Greater Noida Industrial Development Authority shall hand over the Shop/Unit to the Applicant after clearing all the dues according to the terms and conditions of the Agreement to Sell in respect of said Shop and it will be obligatory on the part of Applicant to take the physical Possession of said Shop within two months from the date of issuance of offer for Possession or completion certificate/certificate of occupancy whichever is later.  
  
(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order, rule, notification of the Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the

APPLICANT

CO-APPLICANT

control of the Company including force majeure and in such an event the Company shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of company.

12. That the possession of the said Shop/Unit is likely to be delivered by the Company to the Applicant up to **July 2022**. In case of delay in construction of the said Shop/Unit beyond this date which is not due to Force Majeure, the company agrees to pay the penalty interest after expiry of this date till offer of Possession, @12% P.A for the period of delay only. Vice-versa the penal interest @12% P.A, on delay in taking the possession of said Shop shall also be applicable on the Applicant and payable by the Applicant, if the Applicant does not processed with the requisite compliance as per the letter "Offer of Possession". This holding/waiting period shall have a limit maximum of (4) four months thereafter the said Agreement to Sell shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the Company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicant after deductions of 10% of Total Sale Consideration.
13. The company also reserved its rights to allot/sold the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Shop Owners Association (hereinafter "**SOA**") of the complex. The S.O.A. or owner/allottee/occupier of the Unit/Shop shall not have any right on un-allotted parking spaces.
14. That any delay on account of the authority for issuance of the completion certificate/Occupancy Certificate shall not be considered as any delay on account of the Company. The date of applying the completion certificate/Occupancy Certificate shall be resumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of the applying for the completion certificate/Occupancy Certificate only.
15. That on completion of Shop/Unit and receipt of full consideration amount alongwith other charges (if any) payable by the Applicant, a Tripartite Sub-Lease Deed shall be executed in favour of the Applicant on the format approved by the Greater Noida Industrial Development Authority and the Company. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant, the Applicant will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Agreement to Sell, Allotment of Parking space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant. The stamp duty, registration fee and legal and miscellaneous expenses for registration of Agreement to Sell, shall be borne by the Applicant only irrespective of its nature whether adjustable or not adjustable in final Sub-Lease Deed.
16. That in case, the Applicant desires for cancellation before the Agreement to Sell, then 10% of the Total Sale Consideration of Shop/Unit as constituting the earnest money, will be forfeited and the balance amount, if any, refunded without any interest after 90 days of cancellation request. And in case, the Applicant desires for cancellation after Execution of Agreement To Sell, then 10% of the Total Sale Consideration of Shop/Unit as constituting the earnest money, will be forfeited and the balance amount, if any, refunded without any interest only after registration of Cancellation of Agreement to Sell, before the concerned Sub-Registrar.
17. That the existing use of the said Shop/Unit is Commercial and the Applicant(s) undertakes to use the said Shop/Unit for specific Commercial purposes only which are permissible under the Law. The Allottee(s) shall, therefore, not use the said Shop/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the company and other owners/occupants of the Shop/Units in the said complex. The Allottee(s) undertakes that the he shall not use the said Shop/Unit for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, Meat Shop, Dhaba, Liquor/Wine Shop, Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop/Unit etc., any activity which is injurious or which is prohibited by the State or Central Government or any other Statutory Authority shall not be carried out in or from the said Shop/Unit.
18. That it is admitted, acknowledged and so recorded by and between the parties that the Applicant in any circumstances will not be allowed to carry out any changes whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Applicant, the Company shall have liberty to restore the

original elevations and / or outer colour scheme without any formal notice, this shall get be done at the cost and risk of the Applicant.

19. That the Applicant shall pay the maintenance charges as per Total Area, for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Shop/Unit) in the Complex as determined by the Company or its nominated Agency.
20. That at the time of handing over the maintenance of the project to the SOA, the following will be handed over to the SOA, i.e. all existing lifts, corridors, passages, underground and overhead water tanks, firefighting equipments with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common areas as per The Real Estate Regulation and development Act, 2016.  
**Note:** All the unsold spaces including un-allotted/un-sold Parking spaces and areas which are not falling under the part of common areas, shall continue to be the property of the Company and all rights are reserved with the Company for said areas.
21. That in case of NRI Applicant to observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.
22. That all disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Shop/Unit, which cannot be amicably settled, shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the venue of the Arbitration shall be Noida or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.
23. That the Courts at Noida, shall have jurisdiction in all matters arising out of and / or concerning this agreement or the applicant without any prejudice may file a complaint as per The Real Estate Regulation and development Act, 2016, in appropriate authority.
24. That this Application is subject to a lock-in period of thirty (30) days from the date of signing of this Application Form and after thirty (30) days this Application shall automatically be rejected, if allotment is not done with sole discretion of the Company. That the Cheque Bouncing Charges is applicable Rs.500/- + GST or any other taxes as Applicable.
25. I/We have read and understood the terms and conditions of Lease Deed, executed in favour of the Company by the Greater Noida Industrial Development Authority, the same shall be abide and binding on me/us and I/we am/are fully satisfied with said terms and conditions, title, interest and rights of the company.
26. I/We have also read and understood the terms and conditions mentioned in the Application Form by taking ample period, if any objection raised regarding the said terms and conditions from my side then I/we shall discuss with the company. If I/we would not raise any objection about the said terms and conditions by signing this Application Form, it will be presumed that I am agree with the same and I/we will not raise any objection in future.

APPLICANT

CO-APPLICANT

Date:.....

**FOR OFFICE USE ONLY**

Application Form Accepted  Rejected   
Shop/Unit No. ....Floor .....  
Total Area (In Sq. Ft.)..... (..... in Sq. Mtrs.).....  
Booking Date .....  
Total Sale Price.....  
Payment Plan.....  
Parking Space.....  
Cheque/DD Details No. .... Amount. .... Bank.....  
Documents:  PAN Card  Address Proof  
Booked by (Direct/Agent) .....  
RERA Registration No. Of Agent .....  
Discount on Form in Rs. ....  
Net Brokerage in Rs. ....  
Pending – 01 .....  
02 .....

**Check List for Receiving Officer:**

- (i) Booking Amount as cheque/draft/UTR.
- (ii) Customers signature on all pages of the Application Form
- (iii) PAN No. & Copy of PAN Card/Undertaking Form No. 60
- (iv) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (v) For Foreign Nationals of Indian Origin: Passport photocopy/funds from NRE/FCNR A/c
- (vi) For NRI: Copy of Passport & Payment through NRE/NRO A/c

Prepared by.....Checked by.....Approved by.....

APPLICANT

CO-APPLICANT