

AGREEMENT FOR SALE
WITHOUT POSSESSION

Dated.....

Market Value	:	Rs. _____/-
Consideration	:	Rs. _____/-
Stamp Duty @ 2%	:	Rs. _____/-
Shop/Unit No.	:	_____
Floor	:	_____
Total Area	:	_____ Sq. Ft (_____ Sq. Mtr.)
Carpet Area	:	_____ Sq. Ft (_____ Sq. Mtr.)
Security Guard	:	Yes
Lift	:	Yes

Circle Rate @ Rs. 1,30,000/- Per Sq. Mtr.

(According to Govt. Circle Rate List (01.08.2016) mentioned on Page No.119, Sr. No.59, Software V-Code is 0057, Floor rebate is as per Rate List.)

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2018.

By and Between

M/S MART PROMOTERS PVT. LTD. (PAN NO.AAKCM8897Q AND CIN No. U70200DL2017PTC314038), a Company duly incorporated under the provisions of the Companies Act, 2013 or 1956, having its Registered Office at Plot No. A-80, Flat No. 203, 2nd Floor, Om Vihar, Phase V, Uttam Nagar, New Delhi- 110059, through its Managing Director/Authorized Signatory, Shri _____, S/o Shri _____, R/o _____, vide its Board's Resolution dated _____ (hereinafter called as the "**FIRST PARTY**" OR "**COMPANY**", which expression shall, unless repugnant to the context meaning thereof, mean and include its successors-in-interest and assigns), of the **FIRST PART/SELLER**.

AND

MR./MRS./MISS _____ S/D/W/ OF SHRI _____ R/O _____ (hereinafter referred to as the "**SECOND PARTY**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns), of the **SECOND PART/ PURCHASER**.

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/Authorized signatory Mr./Mrs./Ms. _____ S/D/W/of Shri _____, authorized by a Board Resolution dated _____, (Copy of Board Resolution alongwith a certified copy of Memorandum &Articles of Association). PAN _____

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

No. _____ and CIN No. _____, Registration No. _____.

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 Shri _____, authorized by a resolution dated _____ (copy of the resolution signed by all Partners 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 Shri _____ and Mr./Mrs./Ms. _____, S/D/W/of Shri _____, LLP Identification Number _____.

The First Party and the Second Party shall be hereinafter collectively referred to as the “Parties” and severally be referred as “Party”.

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

For all intents and purposes and for the purpose of terms and conditions set out in this Agreement, singular includes plural and masculine includes feminine gender.

a.Application (Booking Application): A request for booking of Shop/Unit made by the person(s)/Firm/Company on a format as per The Real Estate (Regulation and Development) Act 2016, namely booking Application Form of company.

b.Agreement to Sale: Confirmation of booking of Shop/Unit by the Company and an agreement to Sale on a prescribed format as per The Real Estate (Regulation and Development) Act 2016 , which is duly executed by and between the company and Second Party.

c.Allottee(s)/Purchaser(s): Those who have accepted and signed the Agreement, thereafter, a particular Shop(s)/Unit(s) has reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/Sub-Lease Deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Shop/Unit unless otherwise specifically provided.

d.Shop/Unit: The Shop/Unit in the project which is identified by a number, that number is also identifying the floor and the block of that Shop/Unit “Said Shop/Unit” shall mean the specific Shop/Unit applied for by the Allottee/Purchaser in the said Project, details of which has been set out in the Application.

e.Area:

✓ **Area of land:** Total Area of land on which the project is going to be constructed.

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✓ **Common Area and Facilities:**

- a. the entire land for the real estate Project or where the project is developed in Phases and registration under this Act is sought for a phase, the entire land for that phase;
- b. the stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;
- c. the common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;
- d. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- g. all community and commercial facilities as provided in the real estate project;
- h. all other portion of the project necessary or convenient for its maintenance, safety and in common use;

✓ **Total Area:** That the "Total Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards and areas which is covered by projection and other projections whatsoever, together with proportionate share in the Common Areas and common facilities as defined hereinbefore including but not limited to water supply arrangements, storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts, electrical supply arrangements.

✓ **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Shop/Unit owners.

✓ **Limited Common Area and Facilities:** Those which are reserved for use of certain Shop/Unit or Shops/Units to the exclusion of the other Shop/Unit.

✓ **Carpet Area:** Means the Net usable floor area of Shop, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the Shop;

f. Total Sale Consideration of Shop/Unit: The consideration amount for sale of Shop/Unit exclusive of other charges which are mentioned in the booking Application Form and the Agreement To Sale.

g. Company: That is **M/s Mart Promoters Pvt. Ltd.**, a company registered under the provisions of Companies Act, 1956 or 2013, having its Office at Plot No. A-80, Flat No. 203, 2nd Floor, Om Vihar, Phase V, Uttam Nagar, New Delhi- 110059.

h. Complex: The entire project having Shops/Units of different types and dimensions in various Floor having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, parking spaces and spaces for public amenities etc.

i. Force Majeure Clause: means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Agreement, which shall include but not be limited to:

- ✓ Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
- ✓ Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- ✓ Strikes or lock outs, industrial dispute.
- ✓ Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- ✓ War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies)

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refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever including but not limited to any other event or circumstances analogous to the foregoing.

- j. Layout and Plans:** the Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Shop/Unit.
- k. Payment Plans:** The mode of payment towards the captioned booking of Shops/Units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- l. Maintenance Charges:** Means the charges to be paid by the Allottee(s)/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the Total Area of the said Shop/Unit.
- m. Project:** Means “**LONDON MART**”, built at Plot No.C-3, Sector-16B, Greater Noida(West), U.P.
- n. SOA:** Means the “**SHOP OWNER’S ASSOCIATION**” of the Shop/Unit owners which shall be duly formed after providing possessions of majority of Shops/units in the said project. The Company/Promoter shall cooperate in getting the association registered in case the same is required by the Shop owners themselves and in such a case all the shop owners shall be required to become a member of the said SOA so formed and nominate among themselves, such persons to become President, Vice-president, general secretary and treasurer etc. as required under the law.
- o. Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Shop(s)/Unit(s) owners.
- p. TDS:** Shall mean Tax Deduction at Source.
- q. RERA:** Means The Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as applicable to Uttar Pradesh.

1 Sq. Mtrs. = 10.764 Sq. Ft.

- 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.
- 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** sub-divided 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 Purchaser and the Company. Any amendment/modification/changes made in terms of agreement shall apply mutatis mutandis upon both the Purchaser and the Company accordingly. Further, the Company and

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Purchaser(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 Purchaser(s) and all the terms and conditions of said Lease Deed shall also be applicable to the intending Purchaser(s). The location of the Shop/Unit is delineated in the layout plan.
- F. And whereas the Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/Commercial complex as framed by Government, Greater Noida Industrial Development Authority, and also acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed, executed between Greater Noida Industrial Development Authority and Company, shall form integral part and parcel of this Agreement.
- G. AND WHEREAS the allotment is subject to realization of the Earnest Money amount Cheque/Draft and Second Party undertaking to pay the remaining price of the said Shop/Unit as prescribed in the Mode of Payment Plan alongwith other charges, securities etc. in terms of this Agreement within the time and in the manner specified herein or in the communication to be sent by the company with regard to such a demand.
- H. AND WHEREAS the First Party has agreed to sell the Shop/Unit bearing No._____ on _____ Floor, having Total Area _____ Sq. Ft. (_____ Sq. Mtrs.), Carpet Area _____ Sq. Ft. (_____ Sq. Mtrs.),and Terrace _____ Sq. Ft. (_____ Sq. Mtrs.), (hereinafter "**SHOP/UNIT**") in the aforesaid Commercial Project "**LONDON MART**", having Plot No.C-3, situated at Sector-16B, Greater Noida (west), U.P., to the Second Party for the Total Sale Consideration of Rs._____ (Rupees _____ only) (fully described in "**ANNEXURE-A**") on the terms and conditions as mentioned herein and in the event of any contradiction or inconsistency, the 'Terms & Conditions', stipulated in this Agreement, shall supersede and prevail at all times.

NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The **Greater Noida Industrial Development Authority** has granted the commencement permission to develop the Project *vide* approval dated **05-02-2018** bearing Letter No. **PLG/(BP) 4051/COM/885**.
2. 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>.
3. That the total sale consideration of the said Shop/Unit is Rs._____ of out of which the First Party has received a sum of Rs._____/ (Rupees _____ Only) from the Second Party as an advance at the time of signing of this Agreement, and the balance amount shall be paid by the Second Party to the First Party, as per schedule as mentioned in "**ANNEXURE-B**".
4. That the Company is developing and constructing commercial Shops/Units of various sizes and the Purchaser(s) herein has desired Allotment of a Shop/Unit in the said project namely "**LONDON MART**" which the Company has offered for allotment.

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5. That as per the building Plan/Layout plan of said project “**LONDON MART**”, it is envisaged that the Shops/Unit on all floors shall be allotted as an independent unit with impartible and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath its block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities, if any, for the Shop(s)/Unit(s) to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights of terrace(s) are vested with the Company and the Purchaser shall not be permitted to carry out any construction on the terrace(s).
 6. That the Purchaser(s) has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid Commercial project and fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. If any case the beams & columns do not exist as per the structural drawings as shown in the drawing then the actual construction of the Shop/Unit shall not be compared to that, and also the fitting fixture, finishing and other items of said Shop/Unit shall not be compared with the actual construction as shown. The specifications of actual construction are duly specified in the brochure and also forming the part of Agreement.
 7. That the layout plan of the entire Project as drawn by the Company is in accordance with the approved plans and is 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. Such alternations may include change in the area of the Shop/Unit, Floor, number of Shop(s)/Unit(s), location and increase/decrease in the number of car parking slots allotted to the Allottee with prior permissions of concerned authority and Two-Third Allottee(s)/Purchaser(s) at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company, shall be final and binding on the Purchaser(s). Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.
- Note: The request for any change in construction/specification of any type in the Shop/Unit will not be entertained.**
8. That the Purchaser(s) 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 Purchaser(s) for such minor changes /modifications
 9. As per the prevailing building bye laws of the GNIDA, the FAR (Floor Area Ratio) of the “**LONDON MART**”, presently is Four (4) of the Commercial plot area, which comprises of permissible numbers of the Shops/Units and thereafter the company has right to purchase the additional FAR of the Commercial Plot Area from GNIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Accordingly the numbers of the proposed Shops and population density may be increased. Furthermore, consent to increase in permissible FAR the company shall have exclusive right to construct additional floors within such permissible FAR with prior written consent of 2/3rd Purchaser(s) at time of seeking approval for such additional FAR.
 10. That in consideration of the Purchaser(s) complying with the terms and conditions of this Agreement and making timely payments as per schedule mentioned in this Agreement or its annexure(s), shall be final and binding on the Purchaser(s), any separate demand letter for the due installments is not required to be send by the company unless specified and that shall not be claimed by the Purchaser(s) as his right or a duty/obligations towards the company. The Company hereby agrees to allot the above said Shop/Unit in the said Commercial complex, namely “**LONDON MART**”.

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(Authorized Signatory)

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11. In case re-issuance of documents/Agreement/Payment Receipts/Application form is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rs.10,000/- as administrative charges plus taxes as applicable and shall be payable by the Purchaser(s).

12. That the "Total Area", which comprises the covered areas, areas under walls and other areas which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities etc. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including Atriums, Green Area, Service Floors, terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, open spaces, parks, parking(s) (excepting what has been allotted by this Agreement) or tot-lots, public amenities, and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or / and dispose of these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.

13. That the Purchaser(s) and its family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages/hurt/accident or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Purchaser(s) or any accompanying family member.

14. That the Allottee & Co-Allottee (if any) will have equal share in the Shop/Unit and in case of death of any of them, the Allotment will continue only after providing a certificate regarding the legal heirs of the deceased, succession certificate from the appropriate authority and a No Objection Certificate from the bank, if availed a loan. Similarly in a divorce case or where a dispute arises between the Allottee & Co-Allottee, the Allotment will continue only after providing consent in writing by both of them and No Objection Certificate from the concerned bank, if loan is availed.

The interest on delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum upto two (2) months, thereafter the company can cancel the said Agreement and the Purchaser(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the cost of the Shop/Unit. For the refund in an above said cases as stated above, consent of both the Allottee & Co-Allottee shall be necessary otherwise the amount shall be refunded in equal share between both the Allottees.

15. That any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ changes in the Carpet area of the Shop/Unit, there will be no extra charge/claim or refund by the company as well as by the Purchaser(s). However any major alternation / modification resulting more than $\pm 3\%$ in Carpet area of the Shop/Unit, any time prior to and upon the possession of the Shop/Unit, the company will intimate to the Purchaser(s) in writing about the changes thereof and the change in the enhanced/decreased cost of Shop/Unit, the Purchaser(s) has to pay that amount to the company or vice versa. The Allottee has to give his consent or objection within 30 days from date of such notice. In case the Allottee does not give consent and objection for such change the Agreement shall be cancelled and the company will refund the entire money received from the Purchaser(s) without any deduction and interest. No other claim of the Purchaser(s) shall be considered in this regard.

It shall always be clear that any alteration / modification resulting more than $\pm 3\%$ change in the Carpet area of the Shop/Unit then the demand or refund shall be applicable for the entire area e.g. : for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4% area.

16. That in case the cost/value of Shop/Unit allotted is Rs.50,00,000/- (Rupees Fifty Lacs only) or more; in such a case each and every payment made or to be made by such Purchaser(s) in

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whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Purchaser(s) and the total amount of TDS so deducted shall be deposited by such Purchaser(s) to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said Purchaser(s) once he/she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the Purchaser(s) to has a valid Permanent Account Number (PAN). For further details, the Purchaser(s) may visit at "www.incometaxindia.gov.in". Purchaser(s) is further requested to mention on the challan for payment of "TDS on purchase of property" and address of the Company.

17. That no separate letter for payment of installments on the due dates will be issued unless specified in Payment Schedule. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. 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 only. 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, then this Agreement shall automatically stand cancelled at the sole discretion of the First Party and the amount deposited by the Purchaser(s) as earnest money i.e. 10% of Total Sale Consideration of Shop/Unit shall stand forfeited, and including deduction of over dues interest amounts received from housing finance companies/banks against the said Agreement and any other charges, the balance amount, if any, shall be refundable without interest after 90 days of cancellation of allotment. 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 Agreement in case the allotted Shop/Unit has not been allotted to someone else. Alternative Shop/Unit, if available may also be offered in lieu subject to execution of another Agreement To Sale but company is not bound to do so.
18. That time is essence with respect to the Purchaser(s)'s obligation to pay the Total sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges 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 by the Allottee according to the Agreement. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Allottee as per the schedule of Payments or obligations to be performed by the Allottee. However the Company may without prejudice to its rights and sole discretion, waives its right to terminate the Agreement and enforce all the payments and seek specific performance of this Agreement in such a case.
19. That the Purchaser(s) agrees that if the Cheque deposited with the Company by the Purchaser(s) towards any payment due, is dishonored on technical grounds, then the Purchaser(s) shall replace the dishonored Cheque with a Demand Draft/Banker's Cheque of equivalent amount within three (3) days of such dishonor along with dishonor charges, failing which the Agreement of said Shop/Unit, as the case may be, shall automatically stand cancelled at the sole discretion of the Company without any prior intimation to the Purchaser(s) as per terms mentioned herein. If the Cheque is dishonored due to insufficient funds or stop payment then the allotment, as the case may be shall automatically stand cancelled without any prior intimation to the Purchaser(s) at the sole discretion of the company. In both cases, 10% of the earnest money of Total Sale Consideration of the Shop/Unit along with any other amounts of non-refundable in nature shall be forfeited/deducted as Office/Administrative charges and after deduction of over dues interest amounts received from housing finance companies/banks against the said Agreement, the balance amount, if any, shall be refundable without any interest, after 30 days of cancellation of allotment.
20. That in case, the allottee(s), at any time, desires to surrender the registration cum booking / provisional allotment or cancellation of Agreement to Sale, it may be agreed to subject to sole discretion of the Company. In such a case 10% of the Shop/Unit Total sale price shall be deducted

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towards the processing and administrative charges and after deduction of overdue interest amounts/installments received from housing finance companies/banks against the said Agreement and any other charges, the promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the said shop / commercial unit in favour of Third Party or at the end of two years from the date of cancellation / withdrawal by the allottee, whichever is earlier.

21. That in case the Purchaser(s) wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Shop/Unit, the Company shall only facilitate the process subject to the following:-

The terms of the financing agency shall exclusively be binding and applicable upon the Purchaser(s) only. The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Purchaser(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Purchaser(s), failing which, the Agreement shall be governed by the provision contained herein above.

22. That all Taxes and statutory levies presently payable in relation to Land comprised in "**LONDON MART**" have been included in the price of the Shop/Unit. However in the event of any further increase and/or any fresh tax, service tax, GST, trade tax/sales tax, VAT or any other tax, farmer's compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Purchasers on pro-rata basis. Any charges on account of external electrification as demanded by Greater Noida Power Authority or any competent authority(s) shall also be additionally payable by the Allottee.

23. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes shall be payable by the Allottee from the date of possession or deemed date of possession declared by the company, whichever is earlier.

24. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the GNIDA concerned upto the boundary of the said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project, the delay in providing the above said facilities on the part of the GNIDA shall not be considered as delay on the part of Company.

25. That the construction of "**LONDON MART**" Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce, non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which are beyond the control of company.

26. That the possession of the said Shop/Unit is likely to be delivered by the Company to the Purchaser(s) Up to July, 2022. In case of delay in possession of the said Shop/Unit beyond this date which is not due to reason explained in above clauses, the company agrees to pay the penalty interest i.e. Simple Interest, from the date of default @12% P.A for the period of delay only.

27. That the Allottee agrees and undertakes to take possession of the said Shop/Unit within the time stipulated by the Company in the notice by executing necessary formalities, as and when offered, since it is a large project having number of Shops/Unit, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Purchaser(s) must take the possession of Shop/Unit as soon as it is made available for possession.

28. That a written intimation for completion of project will be sent to the Purchaser(s) and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is

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in order to facilitate the Purchaser(s) to communicate exact date by which he will be taken physical possession of Shop/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 45 to 60 days for an individual Shop/Unit.

29. That in case the Allottee reaches in last time of fit out period where the scope of 30 to 45 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter-offer for possession.
30. That if the construction completed prior to the date given in the Agreement because the date given in the Agreement is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground whatsoever.
31. That if the physical possession is not taken over at site within 60 days of offer of possession, the Purchaser(s) shall pay holding charges i.e. the penal interest @12% P.A, on delay in taking the possession of said Shop, if the Purchaser(s) does not processed with the requisite compliance as per the letter "Offer of Possession". The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said Agreement 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 Purchaser(s) after deductions of interest paid to the Bank.
32. That any delay on account of the authority for issuance of the Occupancy/Completion certificate shall not be considered as any delay on account of the company. The date of applying the Occupancy/Completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in handing over of possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
33. That there will be defect liability period of Five (5) years from the date of "issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the Purchaser(s) to sort out the issues.
34. That it is acknowledged and understood by the Purchaser(s) that possession of the Shop/Unit shall be handed over after execution of the Tripartite Sub-Lease Deed which will be executed between Greater Noida Industrial Development Authority(GNIDA), Company and the Purchaser(s) as per the stipulations of Lease Deed, after the receipt of all the dues and demands, documentation and on fulfillment of conditions as stipulated in the this Agreement and after transfer of title as permissible in law.
35. That the Sub-Lease Deed/Transfer Deed of the Shop/Unit shall be got executed and registered in favour of the Purchaser(s) by the Company after receiving the entire sale consideration amount and dues in respect of the allotted Shop/Unit. The registration charges including all cost of stamp papers, documentation fees, official fees, Advocate fee and other formal/informal charges shall be borne by the Purchaser(s). The Purchaser(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the Agreement to sale and Tri-Partite Sub-Lease Deed/Conveyance/Transfer Deed and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the Purchaser(s).

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36. That after taking possession of Shop/Unit, the Allottee shall have no claim against the company as regards to quality of work, material, pending installation, area of Shop/Unit or any other ground whatsoever.
37. That after possession, the Purchaser(s) shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the Purchaser(s) shall abide all laws, rules and regulations of the NOIDA/Local Authority/State Govt./Govt. of India and of the Shop Owners Association (as and when the SOA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Shop/Unit.
38. That the unsold Basement spaces as per the permissible usage can also be allotted for other purposes like commercial storage spaces, services etc., at the sole discretion and authority of the company, and further the company may dispose off these in any manner whatsoever.
39. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited or competent authority and the electricity will be distributed through separate meters to the Purchaser(s) through pre-paid systems. The Purchaser(s) will get the Electrical Connection for the capacity as mentioned herein.
40. That it is compulsory for Purchaser(s) to obtain Power back up facility of at least _____ KVA, and the same shall be charged from the Purchaser at the time of Signing this Agreement. However, if Purchaser(s) requires the Power backup of more than _____ KVA, then the Purchaser(s) has to pay additional charges for this enhanced load. Moreover, the purchaser(s) has to pay the enhanced charges (if any) depending on increase in running cost of equipment or increase in diesel costs for running power back-up including but not limited to up gradation of equipments/machinery installed in the common areas for the betterment of the complex.
- Note:** Any request for reducing Electric and Power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application form or herein.
41. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Purchaser(s) will be decided by the company.
42. That the Purchaser(s) shall be required to pay requisite charges as fixed by the Company for the connections of water and sewer of the allotted Shop/Unit and he shall also pay the Power Back-up Charges, Sinking Fund, Administration charges and all other such charges as may be fixed by the company.
43. That the saving and expecting the particular Shop/Unit allotted, the intending Purchaser(s) shall have no claim or right of any nature or of any kind whatsoever in respect of unsold Shops/Units, open spaces, Atrium space/Lobby Areas, Landscaping, Green Area, Service Floors, Stair Cases, lifts, Terraces, roofs, basements, Parking spaces (excepting what has been allotted by an Agreement to intending Purchaser(s)) or tot-lots, or any other space not allotted to him, which all shall remain the property of the Company for all times unless the company decides to dispose off them subject to right of the intending Purchaser(s), as mentioned hereinafter and the Company **can lease out** the vacant Shop/Unit or the complete block of the Shop/Unit or the other unsold areas/spaces as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.
44. That the company shall dedicate Entire Part of particular Floor of the commercial complex or in Parts for the Showrooms/Shops/offices etc., for carrying out the Specific Business/activity solely

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and the Purchaser(s) hereby confirms and acknowledge that the Purchaser(s) shall not carry out any Activity/Business other than Specific Business/activity as mentioned in the Zoning Plan of complex without the No Objection certificate of the company for running such business(s). The Zoning Plan may be amended if the company deems it fit and proper for betterment of complex.

45. The Purchaser(s), in order to guarantee the due payment of maintenance charges and in consideration of providing maintenance services, shall deposit with the Company an interest free maintenance security (hereinafter called "IFMS") @Rs.100/- (Rupees One Hundred only) per sq. ft. of Total Area of said shop/Unit.
46. That the Purchaser(s) hereby agrees and undertakes that prior to taking possession of the said Shop/Unit, he shall enter into a separate Maintenance Agreement with the Company or Maintenance Agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Shop/Unit Owner Association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency and the same maintenance charges shall be deducted in advance through pre-paid electricity meter.
47. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewage system, common area lighting. The services outside the Shop/Unit but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex. That the Company shall not pay any damages/compensation to the Purchaser(s) in case of the failure of the services which are technical in nature.
48. That the Purchaser(s) doth hereby agrees and confirms that the company shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency by the Purchaser(s). The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Purchaser(s). The Purchaser(s) hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
49. That it is understood by the Purchaser(s) that the internal maintenance of the Shop/Unit and also its insurance shall always remain the responsibility of the Purchaser(s).
50. That subject to his right as mentioned above, the Purchaser(s) hereby covenants with the Company that from the date of the receipt of the offer of possession / possession notice of the Shop/Unit or the date of receiving deemed possession, as provided herein before, he shall at his own cost, keep the said Shop/Unit, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. The Purchaser(s) shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
51. That the existing use of the said Shop/Unit is Commercial and the Purchaser(s) undertakes to use the said Shop/Unit for specific Commercial purposes only which are permissible under the Law. The Purchaser(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 Purchaser(s) undertakes that 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

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State or Central Government or any other Statutory Authority shall not be carried out in or from the said Shop/Unit.

52. That it is admitted, acknowledged and so recorded by and between the parties that the Purchaser(s) shall under no circumstances will not be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Purchaser(s), the Company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme at the cost and risk of the Purchaser(s).

53. That the Purchaser(s) agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Shop/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Purchaser(s) further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Purchaser(s)/Occupants in the said Complex.

54. That the Purchaser(s) further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The Purchaser(s) further undertake as follows:

- i) That he will not remove any load bearing wall of the said Shop/Unit.
- ii) That he shall not distribute the electrical load from the said Shop/Unit in compliance with the electrical system installed by the Company or its Maintenance Agency
- iii) The Purchaser(s) agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
- iv) The Purchaser(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, etc., at the external façade of the **Said Commercial Complex** or anywhere on the exterior or on common areas or on roads of the **Said Commercial Complex** and shall be entitled to display their own sign board only with standard size and in same uniformity(if required) at designated place only.

55. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines. However, it is acknowledged and understood by the Purchaser(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or Greater Noida Industrial Development Authority and/or the concerned local authority.

56. That the Purchaser(s) agrees that until a Sub-Lease Deed is executed and registered, the company shall continue to be the owner of the Shop/Unit and also the construction thereon and this Agreement shall not give to the Purchaser(s) any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Shop/Unit as a contractor of the Purchaser(s) but on the other hand Company is constructing the complex as its own assets and the sale shall be deemed to have taken place only after execution of the Sub-Lease Deed and actual completion of construction/ finishing and handing over of the Shop/Unit. The Company shall always have the first lien and charge on the Shop/Unit for all its dues that may become due and payable by the Purchaser(s) to the Company.

57. That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Shop/Unit of the said complex, however the Sub-Lease Deed in respect of the said Shop/Unit in favour of Purchaser(s) will be executed and registered as free from all encumbrances at the time of registration relating to Shop qua Builder.

58. That the Purchaser(s) agrees that the Company shall have the first charge/lien on the said Shop/Unit for the recovery of all its dues payable by the Purchaser(s) under this Agreement and

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such other payments as may be demanded by the Company from time to time. Further the Purchaser(s) agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Shop/Unit to recover and receive the outstanding dues out of the sale proceeds thereof.

59. That this Agreement or any interest of Purchaser(s) in this Agreement shall not be assigned by the Purchaser(s) without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Greater Noida Industrial Development Authority or any other Government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Company may impose.
60. That the subject to above, in case of transfer / endorsement / assignment / change in name of provisional Allotment of Shop/Unit, a processing fee as prevailing at the time of desired transfer shall be payable by the Allottee to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However, the first transfer request will be entertained after receipt of 40% of the Unit Sale Price.
61. That the work of construction and completion of the building or any other matter incidental to this Agreement shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
62. That it is hereby agreed that the Company/ maintenance Agency shall be entitled to effect disconnection of water / sewer and power/ power backup connection and debar from usage of any or all common facilities within the complex of the Purchaser(s), in case of an unlawful activities or non-compliances of any of the terms of this Agreement by the Purchaser(s).
63. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded only to the Purchaser(s).
64. That it shall be the responsibility of intending Purchaser(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form or Agreement will be used for all correspondence demand letters/notice and letters posted at that address (if change in addresses did not intimate) will be deemed to have been receiving by the Purchaser(s) and the company shall not be responsible for any default.
65. That in case, the Purchaser(s) makes any payment to any of the person/Company, except **M/s Mart Promoters Pvt. Ltd.**, against his booked Shop/Unit, then the Purchaser(s) will be solely responsible & liable for the said payment.
66. That the Project shall always be known as "**LONDON MART**" and this name shall not be changed by anyone including the Purchaser(s) or his lessees / occupant(s) / transferee(s) / assignee(s) /Association etc.
67. That in case of NRI Purchaser(s) the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Purchaser(s).
68. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Agreement, shall be mutually discussed and settled between the parties to this Agreement. All disputes, differences or disagreement arising out of, in connection with or in relation to this Agreement, 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.
69. The venue of the arbitration shall be Noida or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

70. That the Courts at Noida, shall have jurisdiction in all matters arising out of and / or concerning this agreement.

71. That the Purchaser(s) have read and understood the terms and conditions of Lease Deed executed in favour of the Company by the GNIDA and same shall be abide and binding on Purchaser(s) and the Purchaser(s) is/are fully satisfied with said terms and conditions, title, interest and rights of the company. It is clear to Purchaser(s) that for any change in layout plan, Purchaser(s)'s written consent is required as per the Law, therefore, Purchaser(s) hereby give its free consent to the company that it can make any type of minor changes in layout/elevation/design beside alternation in open space etc., Purchaser(s) consent will be presumed as all time written consent for the same.

72. That the Purchaser(s) have also read and understood the terms and conditions mentioned in the Agreement by taking ample period, if any objection raised regarding the said terms and conditions from Purchaser(s) side then Purchaser(s) will discuss with the company. If Purchaser(s) would not raise any objection about the said terms and conditions by signing this Agreement, it will be presumed that Purchaser(s) agree with the same and will not raise any objection in future.

73. Severability: That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

IN WITNESSES WHEREOF, the first party and second party here to set and subscribed their respective hands on the day, month and year first above written.

**FOR M/s Mart Promoters Pvt. Ltd.
(First Party)**

Witnesses

1.

Purchaser(s)/Second Party

2.

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

ANNEXURE-A

(TOTAL SALE CONSIDERATION OF SHOP/COMMERCIAL UNIT)

DETAILS OF SHOP/ COMMERCIAL UNIT

Shop / Commercial Unit No				
Floor				
Total Area	(In Sq. Ft)		(In Sq. Mtr)	
Carpet Area	(In Sq. Ft)		(In Sq. Mtr)	
Terrace Area	(In Sq. Ft)		(In Sq. Mtr)	
Parking Covered / Open				

TOTAL UNIT COST INCLUDES

Basic Sale Price (BSP)	Per Sq.ft.	Rs.
Preferential Location Charges (PLC)	Per Sq.ft.	Rs.
Car Parking Space	Each	Rs.
Total (A)		Rs.
External Development Charges	Per Sq.ft.	Rs.
One Time Lease Rent	Per Sq.ft.	Rs.
Electric Meter Connection Charges	Per KVA	Rs.
Power Backup	Per kva	Rs.
Total (B)		Rs.
IFMS	Per Sq.ft.	Rs.
Total (C)		
Total Cost (A+B+C)		Rs.
Total Cost (In Words)		

Note:

*****Total unit cost is based on Total Area of the Shop/Commercial Unit.**

***** If Extra Power Backup is required, then same shall be given subject to availability and on charges prevailing at that time.**

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

ANNEXURE-B

(PAYMENT PLAN AND SCHEDULE OF PAYMENT)

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

ANNEXURE- C
SPECIFICATIONS

FLOOR: CEMENT CONCRETE FLOOR

WALLS: ROUGH PLASTERED WALLS

CEILING: EXPOSED ROOF SLAB

DOORS: TOUGHEN GLASS DOOR WITH LOCK & HANDLE

ELECTRICAL: ONE POINT ELECTRICAL CONNECTION WILL BE PROVIDED BY DEVELOPER.
THE REMAINING ELECTRIC RETICULATION WILL BE DONE BY THE BUYER.

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

ANNEXURE- D

FLOOR PLAN

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)

Date:

To,

The Real Estate Regulatory Authority,

Uttar Pradesh.

SUB: LETTER OF CONSENT AND REVISION OF RESPECTIVE PLANS

I/We, the Allottee of Shop/Unit No._____, on _____ Floor, Block/Tower _____ in the Project namely "**LONDON MART (PHASE-1)**", situated at Plot No. C-3, Sector-16B, Greater Noida (West), U.P., do hereby state that I/We have no objection and give our consent for revision of the Plan/ revision of completion Plan of the Project / for purchase of additional FAR by the Developer/Builder to be submitted before the concerned Authority, its utilization in the manner as the Developer/Builder deems fit. I/We shall neither object nor claim ever anything in this regard.

Signatures:

Name: _____

Address: _____

For M/s Mart Promoters Pvt. Ltd.

(Authorized Signatory)

Purchaser(s)