



Platinum Mall Pvt. Ltd.
An ISO 9001 : 2000 Certified Company
CIN No. U74120UP2015PTC072952

Corporate Office: Mahesh Tower 3rd Floor, Vishwas Khand - 2 Gomti Nagar, Lucknow Site Address: International Business Bay-2, T-6

Site Address: International Business Bay-2, T-6 Main Entrance of Sushant Golf City, Ansal API Amar Shaheed Path Road, Lucknow - 226030



APPLICATION FORM (Sushant Golf City, Lucknow)

Dear Sir,

I/We the undersigned request that a Shop / Multiplex / Restaurant / Anchor Shop / Food Court/Club may be allotted to me/us as per the Company's terms and conditions which I/we have read and understood and shall abide by the same as stipulated by your company. I/we further agree to sign and execute any necessary agreement as and when desired by the Company on the company's standard format. I/We have in the meantime, signed the salient terms and conditions of sale attached to this application form. I/Ve remit herewith a sum of Rs					
1. Applicant (Sole/First) Nationality.					
	6/W/D/ of				
	Address (for communication				
	elephone No				
E	E-mailMobile				
F	Personal Details:				
	Date of BirthQualification				
	Professional Details:				
	Occupation/BusinessName of the Employer/Business				
	Address of the Employer/Business				
	Contact No	Annual	Income		
F	unding Details :				
	he Purchase consideration	shall be paid out of			
part .	Own Sources/Savings/			Affix	
	Financing from Banks'	Financial Institutions		Latest passport	
-	Quantum of Loan to be rais	od : Bs		Size Photograph	
	Second Applicant Name				
	S/W/D/ of				
	ocal Address (if any)				
			Pin Code		
7	Telephone No				
	E-mail				
		Resident Indian	Non Resident Indian		
	Residential Status Payment Plan:	Down Payment	Instalment		





4. Details of unit to be purchased				
i. Type of property	1			
ii. Sector	÷			
iii. Pocket No				
iv. Unit No.				
v. Floor				
vi. Required Area	·			
vii. Basic Rate per Sq.mt/sq.ft/sq.yd	·			
viii. Basic Sale Price				
ix. Preferential location charges (if any)				
5. Allotee's Income Tax Permanent Account	No (i)			
Allotee's income tax Permanent Account	t No (ii)			
6. Particulars of the Agent/Dealer (If any)				
Name	Agents's/Dealer's Stamp			
Address & Phone Nos				
DECLADATION:				
DECLARATION:				
I/We the undersigned (Sole/first and second	ond Applicant) do hereby declare that the			
above mentioned particulars /information	ns given by me/us are true,and correct and			
nothing has been concealed there from.	1 11			
Yours faithfully				
	Place			
X Signature of Analysis (A) Signature				
Signature of Applicant (s) Signature of S FOR OFFICE USE ONLY	econd Applicant(s) Date			
 Application Accepted / /Rejected Details of Unit allotted 	9			
SectorPocket No TypeFloor	Unit No			
Unit Area	PLC			
Unit Area	Sq.yd/sq.mt./sq.ft.			
Bulit-up/Super Area	Sq.yd/sq.mt./sq.ft.			
Rate persq.yd./sq.mt/sq.ft	Basic Sale Price Rs			
PLC Rate perSq.yd./sq.mt/sq.ft 3. Payment Plan :	PLC Cost Rs			
4. Total Sale Price Rs.	ment Instalment			
5. Amount received at the time of booking vi	do Droft/Ob N			
5. Amount received at the time of booking vide Draft/Cheque NoDated				
The state of the s	(Pank at Lucianian) Drawn on			
No Dated	(Bank at Lucknow only) vide our Receipt			
6. Type of Account				
7. No. of Joint Applicants				
	First Applicant			
	First Applicant			
	Second Applicant			
Dated				
Dated Place	Authorised Signatory			





TERMS & CONDITIONS FOR ALLOTMENT

- 1. The intending allottee(s) has/have applied for allotment of a residential/commercial unit with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her/them.
- The intending allottee(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has / have understood the obligations in respect thereof the there will be no move investigation or objection by the intending allottee(s) in this respect.
- The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the competent authority and the intending allottee(s) hereby gives his/her/their consent to such variation / additions / alterations / deletion and modification.
- The Company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, are a layout or change of entire scheme.
- The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the company,, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally
- The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She/We also agree(s) to make all payments through demand drafts/cheques drawn upon and payable Lucknow only.
- The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 20% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and condition 'd those of alloument Letter/Agreement as also in the event of failure by the intending allottee (s) to sign the allotment Letter / Agreement within the time allowed by the Company.
- The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending alottee(s) to comply with the terms to payment and other terms and conditions of sale, failing, which the intending allottee(s) shall have to pay interest as r the agreement on the delayed payments and the Company reserves its right to forfeit the earnest money in event of irregular /delayed payments / non Fulfillment of, terms of payment and the allotment may be cancelled at the discretion of the Company. In case of default of dues of the financial institution /agency by BUYER, the BUYER authorize the companyto cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed, payments
- directly to financing / institution agency on receipt of such request from financial institution / agency without any reference to
 - a. In case the BUYER wants to avail a loan facility from his/her/theiremployer or financial institution/agency to facility the purchase of the said Unit the Company, that facilitates the process subject the following
 - The terms of the financial institution/agencyshall exclusively be binding and applicable upon the BUY alone.
 - The responsibility of getting tehkan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursed getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYEW falling which the" BUYER shall be government by the provisions contained in clause stated as above.
- The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will only be made out of the same proceeds, when realized from the re-allotment of the sad units. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the BUYER shall be according delayed, without any claim towards interest for such delay.
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- At present, the safety measures have been provided as per existing fine code/regulation.

 The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or the building as the case may be, from the date of allotment.
- The Company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per installment from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan applicable to him / her/ their/ them. The company on completion of the construction shall issue final call notice to the intending allottee (s) who shall within 30 days there of, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
- The intending allottee (s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Buyers
 - The Sale Deed shall be executed and got registered in favour of the intending allottee (s) within the reasonable time after the completion of development work / construction at the site and after receipt from his / her / them full price and other connected charges. The cost of stamp duty and registration / mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee (s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges / Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed Mutation of the unit in favour of the intending allottee(s). The freehold charges will be 6°/s of the basic cost of proportional area of the land prevalent at the time of booking.
- As per the Hi-Tech Township Policy of the Govt the land acquired or resumed by the Govt. for Hi-Tech Township will be on lease hold title basis. The Devdoper Company has resumed and acquired lands under the Hi-Tech Township Policy of the Govt. At the same lime, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the project area. Accordingly, the allottee(s) have options to get the land with the freehold title or the lease hold title as per their option. The allottee(s) who opt for Freehold rights shall pay an amount of 6% of the basic cost on which the plot has been purchased by him as freehold charges and this amount will be payable at the time of getting the deed registered along with the possession of the developed land. In case the allottee (s) opt for a lease hold title on the land at he time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases, he will have to pay the freehold charges @ 6% of the circle rate or current market value whichever is more at the of conversion for lease hold right to freehold. The First Party (The Developer Company / SPV) will pay freehold charges as may be demanded by the Govt. but the allottee (s) will pay this money to Developer/SPV at the time of conversion of the title from lease hold to freehold as defined herein.





- 17. That if the land covered under the plot belongs to Gaon Sabha either full or in fraction in the future then the allottee(s) shall enjoy free hold right and expenses involved in making the lease hold land of Goan Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the allottee(s).
- The intending allottee(s) shall gethis/her/fits complete address registered with the Company at the time of booking and its shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his / her / their address (es) failing witch all demand notices and letters posted at the last recorded address will be deemed to have been received by him / her / them at the time when those should ordinarily reach such address and the intending allottee (s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.

 The Company shall have the first line and charge on the said unit for all its dues and other sums payable by the intending allottee (s)
- 19. to the company.
- Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the 20. land and also the construction there on and this proposal hall not give to the allottee(s) any right or interest therein. The allotment of the unit is entirely at the discretion of the company.
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- 22. effect of such increase as assessed by the company and intimated to the intending allottee (s) shall be payable by him / her / them over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter / Agreement. The decision of the company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be changed and recovered by the company from the intending allottee(s) with in one or more of the installments or separately as per the
- formula for calculating escalation ost given in the Buyers Agreement.

 The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said 23.
- Any dispute or differences arising out of touching and for concerning this transaction which may arise between the Company and the allottee(s) during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties or if they can not agree upon a singhle arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
- Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.
- The intending allottee (s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (Down Payment 26 plan(down payment/ Installment Plan) opted by him / her / them.
- The internal maintenance of said Unit including walls and portions piped attached fawn and terrace areas shall be exclusive 27.
- responsibility of the BUYER from the date of possession or Possession Due date, whichevers earlier.

 The company has made clear to the BUYER that is shall be earrying out extensive development / construction activities for many years in future in the Colony and shall also be connecting / linking the amenities / facilities viz electricity, water, sanitary /drainage systems etc. of additional development /construction with the existing ones in the colony. The BUYER has confirmed theat he / she they shall not make any objection or make any claim or default any payments as demanded the company on account of inconvenience if any, which may be suffered by him / her / them due to such developments / constructions activities or incidental / relating activities as well as connecting / linking of amenities / facilities etc. as above said.
- The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisementmaterial, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas. 29.
- The intending allottee(s) shall also not change color scheme of the outerwalls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allottee(s).
- The allottee(s) shall not use the premises for any activity other than the use specified for.

 In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees The intending allottee(s)
- has/ have agreed to this condition of the company.

 The intending allottee (s) agree(s) that the sale of the unit is subject to force majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions / clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

 This unit is the part of Hi - Tech Township projects as approved by the Government of Uttar Pradesh and is being allotted by the
- Developer Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this unit then the Developer Company shall not be liable to pay for any damages to the allottee (s) and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer Company with simple interest as per the bank rats admissible for savings Bank Account.
- The Allottee understands, agrees and admits that in case the Allottee , at any time requests for cancellation of the allotment of Unit(s), the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the Initial Application Money and the balance, if any, be refunded without any interest, claims etc. after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Unit(s) (as applicable then), upon its re-allotmentto any person(s), is received. If, for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will accordingly be delayed without any claim towards interest for such delay by the Allottee.





- 36. The Allottee acknowledges that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/under law, the Company shall have right to cancel the allotment of the Unit(s) and take over the possession of the Unit(s). As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated here in shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company, Further, the Company shall, thereafter, be free to re-allot and/or deal with the Unit(s) in any manner whatsoever at its sole discretion.
- 37. The super/built-up/carpet area(s) of the Unit(s) applied/booked herein is/are tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Unit(s), change in dimension, size, location, number, boundaries etc. Any c hange in size, location, number, boundaries etc. shall be confirmed by the Company prior to issuance of final demand notice/offer of possession. In case of variation in actual area vis-à-vis booked area, the Company will ensure necessary adjustments in thebasic price, pro rata. If the of allotment of Unit(s) varies up to 10% then the Allottee shall be liable to pay difference in price/entitled for refund atthe rate prevailing at the time of allotment of Unit(s) and in case final area varies beyond 10% then the current rate shall be applicable on such extended area. On reduction in the area of the Unit(s) as aforesaid excess amount received shall be refundable without interest and without any rebates. No cost adjustment shall be made on change in dimension of the Unit(s) i.e. length and width without any change in its area.
- 38. That the Allottee understand and agree that the success of the running of a Mall lies in the opening and running of all the Unit(s)/shops/offices/services in the mall and therefore it becomes necessary that almost all Unit(s)/shops/office must become operational at the date of opening of the mall for public. Therefore the Allottee admit, agree and undertake that the Company or its nominated/appointed agency/company shall have the first right to lease/rent out the Unit(s) to any person/firm/company and enter upon lease/rent agreement with that person/firm/company during the development/construction of the Mall/Unit(s) prior or after the issuance of FDN or after the possession has been taken by the Allottee or also even after the execution of registered sale deed in favour of the Allottee and the Allottee admit and agree that he/she/they shall not object/create hindrance, in any manner whatsoever, to the Company as to the kind of person/firm/company to which the Unit(s) has been leased/rented nor to the amount/quantum of rent/profits received by the Allottee under such lease/rent agreement nor to the term and tenure of such lease/rent agreement and the Allottee further admit and agree that he/she/they shall unconditionally sign any/all such lease/rent agreement(s). This dominant right of the Company/nominated agency shall continue in perpetuity and shall also be applicable to all the subsequent transfers and transferces/nominees of the Allottee in the interest of the Mall and Allottee(s). However, if the Allottee himself/herself/themselves wishes to open and run any store/shop/showroom etc. in his/her/their Unit(s) then he may do so with the prior written consent of the Company, subject to the following conditions:
 - a. If the Unit(s) of the Allottee is forming/becoming part of a larger area/unit which the Company intends to lease/rent to one Single person/firm/company then the right of Allottee to open and run any store/shop/showroom etc. on his/her/their own in his/her/their Unit(s) shall extinguish and the Allottee unconditionally agrees and admits to allow the Company to lease/Rent his/her/their Unit(s) to such
 - b. If the Company is unable find a suitable tenant/occupant on lease/rent for a period of twelve months from the date of actual/deemed possession then the Allottee may to open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s) by first informing the Company in writing about the type/kind/nature/brand/manner of the intended store/shop/showroom etc. and thereafter only after the prior written consent of the Company the Allottee may open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s).
- 39. The Company shall have the exclusive leasing rights of the Unit(s)/MALL and the Allottee shall at no point of time shall raise an issue or claim on this right whatsoever. That the Allottee shall never give the Unit(s) on lease/license/rent to any third party and can neither operate/start any business in from the Unit(s) himself/herself/themselves without the written consent of the Company as it is necessary for maintaining the standards of Unit(s) Mall. The Company will facilitate the Allottee to execute the lease deed/rent agreement etc. with the third party/ies and for which the Company shall charge administrative charges at the rate of 0.5% (Zero decimal five percent) from the Allottee from the monthly rent of the said Unit(s) received by the Allottee. Apart from the above the Allotteeshall also be liable to pay any amount of charge/commission etc. paid to any broker/agent/agencies etc. for obtaining the suitable Lessee/tenant/licensee etc. for the Unit(s) of the Allottee as decided by the Company.
- 40. In case the Company is unable find a suitable tenant/occupant on lease/rent for a period of twelve months from the date of actual/deemed possession then the Allottee may to open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s) by first informing the Company in writing about the type/kind/nature/brand/manner of the intended store/shop/showroom etc. and thereafter only after the prior writterconsent of the Company the Allottee may open and run his/her/their own store/shop/showroom etc. in his/her/their Unit(s). Provi ded that the Allottee shall be bound to start business in the Unit(s) within two months (60 days) from the expiry of the aforementioned twelve months period, failing which the Company will be entitled to allot the same to another intending buyer and sale price of the Unit(s) received by the Company shall be refunded to the buyer without any interest. Alternatively, it shall be at the sole discretion of the Company to extend the period of commencement of business from the shop/office/Unit(s), but in that event, the buyer shall be liable to pay holding charges of Rs.50/- (Rupees Fifty only) per sq. ft. Per month for the super area of the Unit(s) to the Company for such extended period extending beyond 60 days as mentioned herein this clause.
- 41. It is further understood and agreed by the Allottee that the area of the said Unit(s) given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit(s), change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed increase in area of the said Unit(s) as aforementioned in this Agreement. In case of decrease of the allotted area of the said Unit(s), the Allottee shall pay for the in excess over and above the total cost of the said Unit(s) based on the changed area, shall be refunded/adjusted (as the case may be) by the Company without any interest on it.





- 42. Timely payments as indicated in the Payment Plan is the essence of the allotment. Provided that
 - a. If any instalment/payment as per the schedules/annexures is not paid when it becomes due, the Company will charge interest @18% per annum compounded quarterly on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation/notice to the Allottee and the Allottee shall have no lien on the said Unit(s), in such a case, the earnest money and the initial application money shall stand forfeited and the balance amount paid, if any, will circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum compounded quarterly on the delayed payments along with restoration charges as per the Company policy and restore the allotment if the Unit(s) cancelled is still available with the Company or the Company at the option of Allottee may allot similar Unit(s), subject to availability in lieu thereof.
 - b. In default case, if part payment is received from Allottee, such payment will be first adjusted against the interest on delayed payments till date and then against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment in terms of the clause (a.) mentioned hereina bove.
 - c. The refund, after deduction of Initial Application Money and Earnest Money and adjustments of interest on delayed payments, if any, shall be made out of the sale proceeds from the re-allotment of the Unit(s). If, for any reason, the reallotment α the sums to be received out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay by the Allottee.
 - d. The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company shall not be liable to inform the Allottee in case of dishonour of his/her/their cheque. The Allottee shall be responsible for the default caused due to dishonour of cheque. For each instance of dishonour of cheque/demand draft, for whatsoever reason, the Company shall charge Rs. 1,000/- (Rupees one thousand only) towards administrative expense /dishonour charges and the Allottee hereby agrees to pay for each such dishonour of cheque/demand draft.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allotttee (s) for the period of delay/suspension of scheme.

In consequence of the Company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

Date Place:

Signature of the Intending Allote(s)