

ATTESTED



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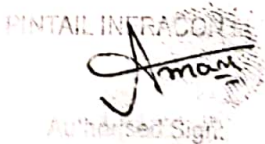
CANCELLATION AGREEMENT (WITHOUT POSSESSION)			
1	Ward / Pargana	Mohanlalganj, Lucknow	
2	Village	Mastemau	
3	Details of Property	Unit No: PCP-S4-P2-D015 Pintail Park City (Ph-1 Plots)	
4	Unit of measurement	Sq. Meters	
5	Size of Plot	250 Sq. meters	
6	Location	More than 200 meters from Sultanpur Road, Lucknow	
7	Total Sales Consideration	62,55,260.00	
8	Total amount paid by Allottee	56,81,000.00	
10	Bound By	East	9-Meter Wide Road
		West	Unit No: PCP-S4-P2-D022
		North	Unit No: PCP-S4-P2-D014
		South	Unit No: PCP-S4-P2-D016



Pintail Realty Developers Pvt. Ltd.



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CANCELLATION AGREEMENT

THIS CANCELLATION AGREEMENT along with its annexures (hereinafter referred to as the "CF Agreement") is made and executed at Lucknow, Uttar Pradesh on this **23th day of September'2023**.

BETWEEN

1. **Pintail Infracon LLP**, a limited liability partnership incorporated/registered under the LLP Act 1628, having its principal place of business at G-40, Jangpura Extension, Birbal Park, New Delhi – 110014, (PAN AATFP8087D), acting through its authorized signatory **Mr. Aman Chaurasia s/o Sh. Ashok Kumar Chaurasia**, authorized vide Authorization Letter dated **03-02-2023** hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the designated partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) **OF THE FIRST PART**.

2. **Mr. Abid Shamim (PAN No. BNDPS6819N) S/o Sh. Shamim Raza**, aged about 49 years, resident **C-77, Butler Palace, Colony, Jopling Road, Hazratganj, Lucknow, Uttar Pradesh-226001** hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

3. **Mrs. Andleeb Rizvi (PAN No. ARYPR9797A) W/o Mr. Abid Shamim** aged about 39 years, resident **C-77, Butler Palace, Colony, Jopling Road, Hazratganj, Lucknow, Uttar Pradesh-226001 [Allottee-2]**

4. The entities specified in Schedule 1 hereto (hereinafter called the "Owners", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective, successors-in-interest and permitted assigns) **OF THE THIRD PART**.

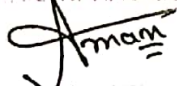
5. **M/s Pintail Realty Developers Ltd**, a company incorporated under the Companies Act, 1956, having its registered office at Room on 3rd Floor, 9B, Lal Bazar Street, Kolkata, WB - 700001 (hereinafter referred to as the "Licensee", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, nominees, successors and permitted assigns), **OF THE FOURTH PART**.

The Allottees, the Developer, the Owners and the Licensee are hereinafter individually referred to as "Party" and collectively as "Parties".

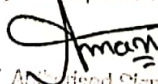
WHEREAS:

- A. The Developer is in the process of developing an integrated township on a land parcel admeasuring 200 acres under the name and style of "PINTAIL PARK CITY". However, the current phase being plotted development of Pintail Park City project shall be developed over a parcel of land admeasuring approximately 111.44 acres (hereinafter referred to as "the Land") which is being acquired and shall be known as "Pintail Park City (Phase 1 Plots)".

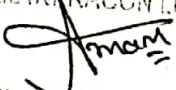
- B. The Allottee had applied for purchase of a plot admeasuring **299 Sq. yards (250 sq. meters)** in Pintail Park City (Phase 1 Plots) dated **15-10-2018** and was allotted vide nomination transfer process the plot bearing no.




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PCP-S4-P2-D015, (hereinafter referred to as "the Demised Plot") vide allotment / Confirmation letter dated 15-10-2018

- C. Subsequently, an Agreement for sale (AFS) dated 12.04.2019, (hereinafter referred to as "the Agreement for Sale") respect of the Demised Plot was executed, inter alia, between, the Allottee and the same was registered with the office of registrar of sub- assurances, Tehsil - Mohanlalganj, Lucknow as document Sr. no. 7563, at Mohanlalganj, Lucknow, Uttar Pradesh.
- D. The Allottee has made an aggregate payment of INR 56,81,000.00 (Indian Rupees Fifty Six Lakhs Eighty One Thousand Only) till the date of execution of this CF Agreement (hereinafter referred to as "Booking Amount") towards purchase price of the Demised Plot.
- E. The Allottee has agreed to transfer all its rights, title and interest in the Demised Plot in favour of Mr. Dharam Veer Singh & Mrs. Neelam Singh (hereinafter referred to as "New Allottee(s)")
- F. The Allottee has requested the Developer to cancel / terminate the Agreement for Sale and cancel / terminate the allotment of the Demised Plot in his favour. The Allottee represents and warrants to the Developer that the Demised Plot is free and clear of all encumbrances. It has been further requested by the Allottee that since he has agreed to transfer its all rights, title and interest in the Demised Plot in favour of the New Allottee and has received the refund of INR 56,81,000.00 (Indian Rupees Fifty Six Lakhs Eighty One Thousand Only) from the New Allottee as a full & final payment and the Developer shall adjust INR 56,81,000.00 (Indian Rupees Fifty Six Lakhs Eighty One Thousand Only) towards purchase consideration which the New Allottee is required to be pay to the Developer for the Demised Plot.
- G. Based on the request and representations of the Allottee, the Developer has agreed to terminate the Agreement for Sale and cancel / terminate the allotment of the Demised Plot in his favour on terms more particularly set out herein under.

NOW THEREFORE, in consideration of the terms and conditions set forth hereinafter, the Parties to this CF Agreement intending to be legally bound hereby agree as under:

1. Subject to the terms and conditions set out in this CF Agreement, the Parties agree that on execution and registration of this CF Agreement, the Agreement for Sale shall stand terminated and all rights and obligations of the Parties thereunder shall also stand extinguished. It is also agreed amongst the Parties that the allotment of Demised Plot in favour of the Allottee shall stand cancelled / terminated simultaneously with the execution of this CF Agreement.
2. The Allottees shall, seven (7) days, prior to the proposed date of execution and registration of this CF Agreement return all original receipts, allotment letter, agreement for sale, and other documents exchanged between the Allottees and the Developer in respect of the Demised Plot.
3. The Parties agree that Indian INR 56,81,000.00 (Indian Rupees Fifty Six Lakhs Eighty One Thousand Only) shall be adjusted towards purchase consideration which the New Allottee is required to pay towards purchase consideration of the Demised Plot to the Developer.
4. The Allottee hereby confirms and assures that on and from the execution and registration of this CF Agreement, it shall not have any rights, title, interest and obligations in or related to the Demised Plot and all

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Fintail Realty Development Pvt. Ltd.

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its rights, title, interest and obligations in or related to the Demised Plot shall stand terminated / cancelled. This clause is the essence of this CF Agreement.

5. The Allottee confirms and assures that it does not have any claim against the Developer in respect of the Demised Premises and even if it had any claim against the Developer, the same stands extinguished simultaneously with the execution of this CF Agreement without recourse. The Allottee further confirms and assures that the Developer is not obligated to make payment of any monies to it consequent to cancellation of the Allotment of the Demised Plot.
6. The Allottee agrees and undertakes not to raise any claims / disputes against the Developer pursuant to the Agreement for Sale, allotment of Demised Plot or this CF Agreement in any manner whatsoever.
7. The Parties represent and warrant to each other that they are legally entitled to enter into and perform their part of the bargain as set out in this CF Agreement and such performance shall not lead to violation of any applicable law or their charter documents, if any.
8. That if any provision of this CF Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this CF Agreement and to the extent necessary to conform to applicable law and remaining provisions of this CF Agreement shall remain valid and enforceable in accordance with their terms.
9. The costs in respect of stamp duty, registration charges and all miscellaneous charges incidental thereto (if applicable) in respect of the CF Agreement shall be borne and paid solely by Allottee and it shall keep the Developer indemnified for the same.
10. The Allottee shall keep the Developer indemnified and keep the Developer harmless against all claims, losses, costs, expenses, penalties, charges and payments which the Developer suffers / had to bear due to breach by the Allottee of their respective covenants / obligations / representations / assurances contained in this CF Agreement.
11. The Parties agree that civil courts at Lucknow alone shall have jurisdiction in all matters arising out of and/or concerning this CF Agreement.
12. No waiver of any breach of any provision of this CF Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
13. No variation of this CF Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
14. This CF Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this CF Agreement by signing any one or more of such originals or counterparts.
15. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this CF Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated in this CF Agreement or any other address subsequently notified to the other Party for the purposes of this CF Agreement.

PUNJAB INFRACON
PUNJAB INFRACON
Authorised Signatory

Patent Realty Developer
Authorised Signatory

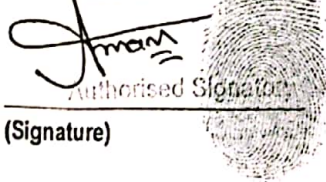
Page 4 of 8

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

For, Pintail Infracon LLP
PINTAIL INFRACON LLP

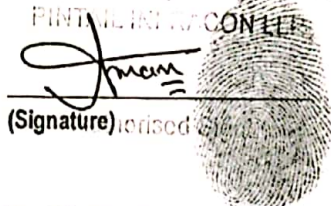

Authorized Signatory
(Signature)

For, M/s. Pintail Infracon LLP
(Name)

Corp Office: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS

For the Owners by their respective duly constituted Attorney M/s Pintail Infracon LLP

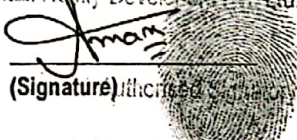
PINTAIL INFRACON LLP

(Signature) Authorized Signatory

For, M/s. Pintail Infracon LLP
(Name)

Corp Office: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED LICENSEE

For, Pintail Realty Developers Pvt. Ltd.
Pintail Realty Developers Pvt. Ltd.


(Signature) Authorized Signatory

For, Pintail Realty Developers Pvt. Ltd.
(Name)


Correspondence Address: Pintail Park City, Sultanpur Road, Near HCL IT City, Lucknow, UP, 226002
(Address)





SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)

Allottee (1)



Signature



Abid Shamim
(Name)

C-77, Butler Palace, Colony, Jopling Road, Hazratganj, Lucknow, Uttar Pradesh-226001
(Address)

Allottee (2)



Signature



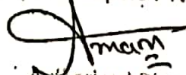
Andleeb Rizvi
(Name)

C-77, Butler Palace, Colony, Jopling Road, Hazratganj, Lucknow, Uttar Pradesh-226001
(Address)


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Authorized Signatory

Pintail Realty Developers Pvt. Ltd.


Authorized Signatory

PINTAIL INFRACON LLP


Authorized Signatory

आवेदन सं०: 202300822045173

विक्रय अनुबंध विलेख का निरस्तीकरण

बही सं०: 1

रजिस्ट्रेशन सं०: 28569

वर्ष: 2023

प्रतिफल- 6255260 स्टाम्प शुल्क- 220 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री आवेद शमीम,
पुत्र श्री शमीन रजा
व्यवसाय : नौकरी

निवासी, सी-77, बटलर पैलेस कॉलोनी, जोपलीग रोड, हजरतगंज, लखनऊ, ऊ०प्र०-226001



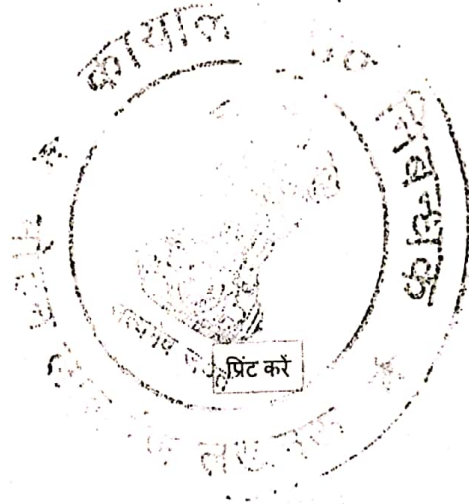
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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सै० गाजी अब्बास प्रेमारी
उप निबंधक : मोहनलालगंज

लखनऊ
23/09/2023

सजय कुमार गौतम
निबंधक लिपिक
23/09/2023



At Lucknow, on 23-09-2023 in the presence of:

WITNESSES:



1. Signature _____

Name: Mr. Suaib

S/o: Sh. Ayuab

Address: 3 Vijay Bihar, Near Sugmau, Indira Nagar,
Lucknow, Uttar Pradesh-226016

Mobile: 9198449541



2. Signature _____

Name: Mr. Sunil Kumar

S/o: Sh. Basant Lal

Address: Lucknow University, Garden Hyderabad,
Lucknow, Uttar Pradesh-226007

Mobile: 9598589692

PINTAL INFRACON LLP

Authorised Signatory

Realty Developers India Pvt. Ltd.

Authorised Signatory

Drafted by:
Shashikant Mishra
(Advocate)
Collectorate, Lucknow, UP

PINTAL INFRACON LLP

Authorised Signatory

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Shashikant Mishra

वही सं०: 1

रजिस्ट्रेशन सं०: 28569

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री पिन्टेल इन्फोकान एलएलपी के द्वारा अमन चौरसिया, पुत्र श्री
अशोक कुमार चौरसिया

निवासी: जी-40, जंगपुरा एक्सटेंशन, बीरबल पार्क,
नईदिल्ली-110014

व्यवसाय: नौकरी

क्रेता: 1



श्री आबिद शमीम, पुत्र श्री शमीन रजा

निवासी: सी-77, बटलर पैलेस कॉलोनी, जोपलींग रोड, हजरतगंज,
लखनऊ, ऊ०प्र०-226001

व्यवसाय: नौकरी

क्रेता: 2



श्रीमती अंदलीब रिजवी, पत्नी श्री आबिद शमीम,

निवासी: सी-77, बटलर पैलेस कॉलोनी, जोपलींग रोड, हजरतगंज,
लखनऊ, ऊ०प्र०-226001

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1



श्री सुऐब, पुत्र श्री अयूब

निवासी: 3, विजय बिहार, नियर सुगमऊ, इंदिरा नगर, लखनऊ

व्यवसाय: अध्ययन

पहचानकर्ता: 2



श्री सुनील कुमार, पुत्र श्री बसंत लाल

निवासी: लखनऊ यूनिवर्सिटी गार्डन, हैदराबाद, लखनऊ

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए
गए हैं।

टिप्पणी:

सै० गाजी अब्बास प्रभारी

उप निबंधक: मोहनलालगंज

लखनऊ

23/09/2023

संजय कुमार गौतम

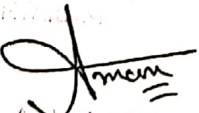
निबंधक लिपिक लखनऊ

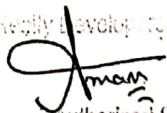
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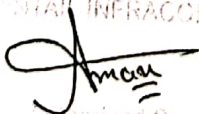
Schedule 1

Description of the Owners

- [1] Aadesh Constructions Pvt. Ltd.
- [2] Ajay Kumar s/o Late Jagdish Prasad
- [3] Bliss Constructions Pvt. Ltd.
- [4] Dinesh s/o Phenku Ram
- [5] Krishna Infracity Pvt. Ltd.
- [6] Mahal Constructions Pvt. Ltd.
- [7] Milaap Constructions Pvt. Ltd.
- [8] Pintail Builders LLP
- [9] Pintail Constructions LLP
- [10] Pintail Infracon LLP (Power of Attorney holder for the Owners)
- [11] Pintail Infraheights LLP
- [12] Pintail Projects LLP
- [13] Pintail Realty Developers Pvt. Ltd.
- [14] Prasiddhi Constructions Pvt. Ltd.
- [15] Prayatna Constructions Pvt. Ltd.
- [16] Raj Kumar s/o Paltan
- [17] Satyendra Kumar s/o Late Jagdish Prasad
- [18] Sunder Lal s/o Ram Gopal
- [19] Vakratund Infrastructure Pvt. Ltd.
- [20] Times Infradevelopers LLP

PINTAIL BUILDERS LLP

Authorised Signatory

PINTAIL REALTY DEVELOPERS PVT. LTD.

Authorised Signatory

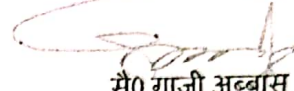
PINTAIL INFRACON LLP

Authorised Signatory




आवेदन सं०: 202300822045173

बही संख्या 1 जिल्द संख्या 15945 के पृष्ठ 105 से 122 तक क्रमांक 28569 पर
दिनांक 23/09/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सै0 गाजी अब्बास प्रभारी

उप निबंधक : मोहनलालगंज

लखनऊ

23/09/2023

