

AGREEMENT FOR SALE

BETWEEN

PINTAIL INFRACON LLP

&

ENTITIES SPECIFIED IN SCHEDULE 1

&

PINTAIL REALTY DEVELOPERS LIMITED

&

MR./MS./M/S _____

PROJECT - PINTAIL PARK CITY (PH 2 PLOTS)

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Agreement for Sale		
1	Ward / Pargana	Mohanlalganj, Lucknow
2	Village	Mastemau
3	Details of Property	Unit No: Pintail Park City (Ph 2 Plots)
4	Unit of measurement	Sq. Mtrs.
5	Size of Unit	
6	Location	More than 200 meters from Sultanpur Road, Lucknow
7	Earnest Money Paid	
8	Total Price of the Unit	
9	Stamp Duty	
10	Bound By	East
		West
		North
		South

AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as the “**Agreement**”) is executed on this ___th, day of _____, 2021

By and Between

1. **M/s Pintail Infracon LLP**, a limited liability partnership incorporated under the LLP Act 2008, having its principal place of business at G-40, Jangpura Extension, Birbal Park, New Delhi – 110014, (PAN), acting through its authorized signatory Mr. (Aadhar No.) s/o Mr., authorized *vide Authorization Letter dated* hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
2. **The entities specified in Schedule 1** hereto (hereinafter referred to as 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 **SECOND PART**;
3. **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 **THIRD PART**, acting through its authorized signatory Mr. Sumit Jaiswal S/o Sh. G. D. Gupta. It is being clarified that the Licensee is executing to this Agreement limited to clause 8.3 only in its capacity as the Licensee

AND

4. **Mr./M/s.** _____, (PAN No. _____) S/o _____, aged about __ years, residing at _____, Lucknow, Uttar Pradesh- 226024, 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) of the **FOURTH PART**.

The Promoter, Owners, Licensee and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**".

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires,-

- (a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “**Additional Charges**” shall have the meaning ascribed to it in Clause 1.4 of the Agreement;
- (c) “**Approved Plan**” shall have the meaning ascribed to it in Recital I of this Agreement;
- (d) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority;
- (e) “**Consortium Agreement**” shall have the meaning as ascribed to it in Recital C of this Agreement;
- (f) “**Common Areas**” shall have the meaning as defined under the Act and the Rules thereto;
- (g) “**Default**” shall have the meaning as ascribed to it in Clause 9.1 of this Agreement;
- (h) “**Development Agreement**” shall have the meaning ascribed to it in Recital E and includes any amendments thereto;
- (i) “**DPR**” shall mean Detailed Project Report prepared by the Promoter and submitted with Lucknow Development Authority for its approval for the purpose of development of the Pintail Park City project;
- (j) “**Earnest Money**” shall mean the booking amount paid by the Allottee(s) at the time of submitting the application form for registration for allotment of the Unit with the Promoter/its nominee;
- (k) “**Force Majeure**” shall mean any event or circumstance or combination of events or circumstances beyond the control of a Party which (a) are beyond the control of a Party, (b) could not have been prevented by exercise of reasonable diligence or overcome by exercise of due diligence and good industry practice, (c) despite the

adoption of reasonable precaution and/or alternative measures, could not be prevented or caused to be prevented, (d) has not arisen or occurred because of any action or inaction on the part of the Party claiming benefit of such force majeure event, and which materially and adversely affects a Party's ability to perform its obligations under this Agreement, but only if and to the extent that such events and circumstances pertain to the Project or have a direct effect on the Project, including without limitation to the following events or circumstances:

- (i) Act of God like earthquake, flood, inundation and landslide;
- (ii) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances or other natural disaster;
- (iii) Fire caused by reasons not attributed to the Party claiming the benefit of such event;
- (iv) Acts of terrorism;
- (v) Change in the Applicable Law;
- (vi) Orders of any court of law or tribunal or governmental authority, which prohibits or stays the construction, development, sales or marketing of the Project, and which is not attributable to any act or omission of the Party claiming the benefit of such event;
- (vii) Strikes, labour, disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Party claiming the benefit of such event or any other calamity caused by nature affecting the regular development of the Project;
- (viii) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, civil commotion or disorder, enemy or terrorist action, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;.
- (ix) Any spread of disease declared as epidemic or pandemic, such as COVID-19.

(l) **“Government”** means the Government of Uttar Pradesh;

(m) **“Indemnified Person”** shall have the meaning as ascribed to it in Clause 10.11 of this Agreement;

(n) **“Land”** shall have the meaning ascribed to it in Recital A of this Agreement;

(o) **“License”** shall have the meaning ascribed to it in Recital D and includes any renewals;

- (p) “**Maintenance Agency**” shall have meaning ascribed to it in Clause 8.4(iii) of the Agreement;
- (q) “**Party**” shall mean any party to this Agreement and Parties shall mean two or more of them collectively;
- (r) “**Payment Plan**” means the payment plan set out in **Schedule 3** of this Agreement as amended in terms of Clause 1.5 of this Agreement;
- (s) “**Plot/Unit**” shall mean the residential plot, more particularly described in **Schedule 2**;
- (t) “**Project**” shall mean “**Pintail Park City (Phase 2 Plots)**”, an integrated township project, comprising of residential plots, residential & commercial spaces and recreational facilities, to be developed by the Promoter on the Land.
- (u) “**Rules**” means Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- (v) “**Regulation**” means a Regulation made under the Real Estate Regulation and Development Act 2016;
- (w) “**Section**” means a section of the Act;
- (x) “**Taxes**” shall mean and include goods and service tax, all governmental taxes, charges, fees, levies, duties, penalties, interest etc.
- (y) “**Total Price**” shall have the meaning ascribed to it in Clause 1.3 of this Agreement;

Words denoting one gender shall include all genders and references to the singular number shall include references to the plural number and vice versa.

WHEREAS

- A. The Promoter is in the process of developing an integrated township project on a land parcel admeasuring 200 acres under the name and style of “PINTAIL PARK CITY”. The Promoter has also launched another phase under the name and style of Pintail Park City – Phase I (Plots). However, the current phase being plotted development of Pintail Park City project shall be developed over a parcel of land admeasuring approximately 42.274 acres (hereinafter referred to as the “**Land**”) which is being acquired and shall be known as “**Pintail Park City (Phase 2 Plots)**”. The scope of this Agreement is limited to Pintail Park City (Phase 2 Plots) only and shall not be applicable to other phases of the Pintail Park City project.
- B. The Land is being aggregated by the Owners and the Unit, which is the subject matter of this Agreement, is located over the Land currently owned by the Owners. As the Owners are able to aggregate further land parcels in terms of the integrated township policy - 2014, further plots shall be released as part of the Project.
- C. The Promoter has entered into a consortium agreement dated 14 October 2015 which was supplemented vide consortium agreement dated 2 November 2015, consortium addendum agreement dated 17 February 2017 and consortium addendum agreement dated 21 March 2018 (hereinafter referred collectively as the “**Consortium Agreement**”) with Pintail Realty Developers Pvt. Ltd. (formerly known as Arindam Sekhar Garments Marketing Pvt. Ltd.) and the Owners for the purpose of execution of the integrated township Project, including land assembly, DPR, clearances, development, maintenance & management of services and disposal of property. Pintail Realty Developers Pvt. Limited was designated as lead member for the purposes of development of the integrated township project. The Consortium Agreement is registered with The Sub Registrar, Tehsil - Sadar, Lucknow.
- D. The Consortium Agreement was submitted with the Lucknow Development Authority pursuant to which a license bearing number 137/VC/EE/HTIG/2015 dated 2 November 2015 (hereinafter referred to as the “**License**”) was issued by the Lucknow Development Authority to Pintail Realty Developers Pvt. Ltd. for development of Pintail Park City project. The Promoter intends to develop Pintail Park City project in various phases and this Agreement is related to 2nd phase of the Pintail Park City project.
- E. The Promoter, Owner and the Licensee have entered into a Development Agreement – Revenue Sharing Model dated 13 March 2018 (hereinafter referred to as “the “**Development Agreement**”) wherein the Promoter is, inter alia, entitled to develop, construct and market the Project, on its sole cost and expenses. The Development Agreement also contains provisions pursuant to which the Promoter is authorized to act on behalf of the Owners and the Licensee. The Development Agreement is registered with the Sub Registrar, Tehsil - Sadar, Lucknow.

- F. The Detailed Project Report (DPR) dated 18 April 2017 in respect of the Project has been approved by regulatory / governmental authorities of Lucknow, Uttar Pradesh vide a letter Sr. No. 605/EE/HTIG/17 dated 18 September 2017.
- G. Each of the Parties represents to the others that it is fully competent to enter into and perform this Agreement and has requisite corporate and other authorities to enter into and perform this Agreement.
- H. The Licensee is fully competent to enter into this Agreement and all legal formalities with respect to the License have been complied with by the Licensee and shall continue to be complied with.
- I. The Promoter has obtained approval on the layout plan in respect of the Project from Lucknow Development Authority vide Permit No. 101/Inti./layout/2021, dated 20.07.2021 (hereinafter referred to as “**Approved Plan**”).
- J. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on _____ under registration no. _____. The details of the Project are available at the website of the Authority at www.uprera.gov.in.
- K. The Allottee(s) has perused all the relevant documents, as set out above, and is fully satisfied with the rights and obligations of the Promoter in respect of the Project and the Land. It is only after satisfying itself, the Allottee(s) had agreed to purchase the Unit in the Project.
- L. The Allottee(s) is aware that the Promoter shall be applying for and thereafter will receive the permission, from state electricity boards, water boards or from any other body/commission/ regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy, water supply and other utilities in the Project, under prevailing rules and byelaws of the Government and the costs associated to the said activity shall be borne by all the Allottee(s)s proportionately.
- M. The Parties have gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Allottee(s) acknowledges and confirms that the Promoter has not induced the Allottee(s) for purchasing the Unit and the Allottee(s) further acknowledges and confirms that it is entering into this Agreement out of its own will and after fully understanding all aspects of the Project.

- O. The Allottee(s) further understands the financial implications of entering into this Agreement. The Allottee(s) understands and acknowledges that making payments as per Payment Plan is of utmost importance for development of the Project and any failure by the Allottee(s) in making such payments shall have an adverse impact on the ability of the Promoter to develop the Project as per the agreed timelines.
- P. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable in the State and related to the Project.
- Q. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement of Sale on the terms and conditions appearing hereinafter.
- R. In accordance with the terms and conditions of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell the and the Allottee(s) hereby agrees to purchase the Unit.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

- 1.1. Subject to the terms and conditions, as detailed in this Agreement, the Promoter agrees to sell the Unit as per the plans and specifications mentioned in the layout plan to the Allottee and the Allottee hereby agrees to purchase from the Promoter, the Unit as per the terms of the Agreement.
- 1.2. Both the Parties confirm that they have read and understood the provisions of Section - 14 of the Act.
- 1.3. The Total Price payable by the Allottee in pursuance of this Agreement to the Promoter for purchase of the Unit is ₹ _____/- (Indian Rupees _____ Only) (hereinafter referred to as the "**Total Price**"). The break-up of the Total Price is as under:

Particulars	As per Applicable Price List	Remarks
(A) Cost of the Unit		
1) Basic Sale Price (BSP) @ Rs..... per sq. mtrs. (Basic Sale Price (BSP) @ Rs. per sq. yards.)	Rs.....	
2) Preferential Location Charges (PLC)	Rs.	
a. Green Facing / Adjacent @ 5% of BSP	Rs.	
b. Corner @ 7.5% of BSP	Rs.	
c. 18 mtr road and above facing / adjacent @ 5% of BSP	Rs.	
3) Interest Free Maintenance Security (IFMS) Deposit @ Rs. _____ per sq. mtrs	Rs.	
4) City Development Charges and Rural Development Charges @ _____ per sq. mtrs.	Rs.	
5) External Electrification Charges @ _____ per sq. mtrs.	Rs.	
6) Sewer Connection Charges	Rs.	
7) Water Connection Charges	Rs.	
8) Electricity Connection Charges	Rs.	
(B) Other Charges (if any)	Rs.	
Total (A+B): Amount in Figure	Rs.....	
Amount in Words: Rupees		
(C) Taxes, if any		
GRAND TOTAL (Amount in Figure)		

Explanation:

- i. The Total Price above includes the Earnest Money paid by the Allottee(s) to the Promoter towards the purchase of Unit.
- ii. The Allottee shall deduct a sum of 1% as per Section 194-IA of the Income Tax Act from the sale consideration which amounts to Rs. _____ as TDS and shall deposit the same with the Income Tax Authorities.
- iii. The Total Price is inclusive of Taxes (as applicable on the date of this Agreement), preferential location charges (PLC), city development charges (CDC), external

electrification charges (EEC), sewer / water / electricity connection charges and interest free maintenance security (IFMS) but excluding charges towards Club Membership, GST, other cess, levies, bandh charges and maintenance of the Project which will be applicable at the time of offer of possession and other charges and expenses which the Allottee(s) agrees to pay for execution and registration of this Agreement, conveyance deed and other documents in respect of the Unit.

- iv. It is agreed by the Allottee that there is a proposed development of bandh on the banks of river Gomti namely “**Riverfront Development**” to save guard surrounding areas from future flooding. In this connection if any charges are demanded by governmental / municipal authorities from the Promoter, such charges shall be payable by the Allottee(s) proportionately.
- v. The Allottee(s) further understands and agrees that all facilities, utilities and amenities in the Project shall be developed, operated and maintained by the Promoter pursuant to the provisions of the Act till the time they are handed over to association of Unit owners/Allottee(s) of the Project. The amenities and facilities are more particularly described in Schedule 4 of this Agreement. Further, the Allottee(s) understands and agrees that for availing the said facilities, services and / or amenities, the Allottee(s) shall sign and execute a separate agreement(s) on such terms and conditions as may be required for use of such services and amenities which shall include payments required to be made for availing such facilities / amenities and such amount is not part of the Total Price.
- vi. The Total Price as mentioned above includes Taxes which may be levied, in connection with the Unit in the Project(s)) paid/payable by the Promoter up to the date of issue of offer of possession of the Unit to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession, provided that,
 - a) in case there is any change / modification in Taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced based on such modifications;
 - b) that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Unit in the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee;
 - c) all charges / fees shall be payable by the Allottee(s) as and when demanded by the Promoter, if imposed upon by the relevant

authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities.

- d) if such charges / fees are increased/demanded (including with retrospective effect) after execution of the conveyance deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter following an intimation/ demand by the Promoter. The Allottee(s) agrees that the Promoter shall have the first charge and lien on the Unit to the extent of unpaid amount, as above.
 - e) All such charges, payments, levies, taxes, cess, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of application shall be paid by the Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the purchase consideration of the Unit.
 - f) The Allottee(s) shall pay directly or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future in respect of the Unit in the Project and the same shall be borne and paid by the Allottee(s).
 - g) Charges and costs stipulated in Clause 10.2 below shall be borne by the Allottee(s) over and above the Total Price.
- vii. The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in Clause 1.3 above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.
- viii. The Total Price is towards consideration of Unit and also for right to use the Common Areas (if applicable), inclusive of Preferential Location Charges (PLC), City Development Charges (CDC), External Electrification Charges (EEC), Sewer / Water / Electricity Connection Charges and Interest Free Maintenance Security (IFMS) and excluding charges towards Club Membership, GST, other cess, levies, bandh charges and Monthly Maintenance, applicable stamp duty, registration etc. related to the Unit as and when demanded by the Promoter.

- 1.4. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase in Taxes which may be levied or imposed by the governmental authority / competent authority in relation to the Project (hereinafter collectively referred to as the “**Additional Charges**”) from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for Additional Charges, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.5. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 3** (hereinafter referred to as the “**Payment Plan**”). Timely payment as per the Payment Plan is the essence of this Agreement and breach of it shall constitute a material breach of the terms of this Agreement by the Allottee(s). It is incumbent on the Allottee(s) to comply with the terms of payment and other terms and conditions of this Agreement. The Allottee(s) understands that the development of the Project and the Unit is dependent upon timely payment of the payments due as per the Payment Plan and any delay in the payments due including default in payment of more than 30% of the payments due shall be treated as Force Majeure which will have adverse effect on the development of the Project and the Unit.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 8% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.7. The Allottee(s) acknowledges and agrees that the DPR of the Project has already been approved by regulatory / governmental authorities of Lucknow, Uttar Pradesh. However, the Promoter may affect or if so required by any regulatory / governmental authorities or otherwise make suitable alterations in the layout plan of the Project which may include change in the area of the Unit, number of units, location etc. In regard to all such changes, opinion of the Promoter’s architects shall be final and binding on the Allottee(s) as the Allottee(s) is entering into this Agreement. Further, the Promoter reserves the right to suitably amend the terms and conditions as specified herein in the event the Promoter deems such amendment reasonably necessary in light of certain conditions imposed by any Authority / Department as part of grant of approval to any plans or proposals of the

Promoter or otherwise on account of any change in applicable laws including the Act. The Allottee(s) hereby gives its informed consent to the Promoter for modifying / altering the Approved Plan for the purpose of betterment of the Project.

- 1.8. The Allottee(s) expressly agrees and acknowledges that, subject to the provisions of the Act, the Promoter has all the rights to affect suitable necessary alterations in the layout plan of the Project, if and when found necessary. If there is any change in the Approved Plan of the Project owing to which there is any increase/decrease in the area, the rate per sq. ft./ the rate per sq. meter / rate per sq. yard and other charges will be applicable to the changed area i.e. at the same rate at which the Unit was booked. If the said area is reduced owing to change in the layout of the Project (fully or partially), the Promoter shall adjust the extra amount received from the Allottee(s) towards future instalments to be paid as per the Payment Plan and in case any amount is left as balance after such adjustment, that shall be refunded to the Allottee(s) by the Promoter. In case the aforesaid area is increased or the space becomes preferentially located due to such change in the layout of the Project, the Promoter shall recover from the Allottee(s), the additional price, preferential location charges and other proportionate charges without interest, as the case may be. Such change in the Payment Plan shall be intimated by the Promoter to the Allottee(s)

- 1.9. Subject to Clause 9 of this Agreement, the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Unit as mentioned below:
 - i. The Allottee(s) shall have exclusive ownership of the Unit;

 - ii. The Allottee(s) shall also have a right in the Common Areas as provided under Rules. The Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee(s) / competent authorities after duly obtaining the occupation certificate / part occupation certificate / part completion / completion certificate from the competent authority, as the case may be as provided under Rules. In case such association is not willing to takeover the maintenance of the Project, then in such a case the Promoter shall continue to provide such services on terms as may be set out in the maintenance agreement;

 - iii. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project. However, the Promoter shall have an absolute discretion to allow or deny visits of the Allottee(s) on the Project site keeping in view the safety and well-being of the Allottee(s) and decision of the Promoter in this regard shall be final and binding on the Allottee(s);

- 1.10. The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11. The Allottee(s) has paid a sum of ₹ _____/- (Rupees _____ Only) as Earnest Money being part payment towards the Total Price of the Unit at the time of application, the receipt of which the Promoter hereby acknowledges.
- 1.12. The Allottee(s) agrees and undertakes that any delay in payment of instalment as per Payment Plan shall entail simple interest @ 12% per annum, calculated from the due date of outstanding amount till the date when payment is received by the Promoter. However, in case the Allottee(s) fails to pay any instalment(s) with interest within 90 (ninety) days, from the due date for such payment, the Promoter shall have the right to cancel and terminate this Agreement and forfeit the entire amount of Earnest Money and the Allottee(s) shall be left with no right or interest in the Unit. The amount paid, if any, over and above the Earnest Money shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and/or any other charges due from the Allottee(s). In case of such cancellation, the Promoter shall be entitled to deal with the Unit as it deems appropriate and the Allottee(s) shall not be entitled to raise any objection to the same. Also, the Allottee(s) shall have to abide by the process set out by the Promoter post cancellation of the allotment of the Unit. The Allottee(s) further undertakes to return all original documents viz. receipts, allotment letter, this Agreement etc. to the Promoter simultaneously with the payment of any amount, if applicable, due by the Promoter to the Allottee(s).
- 1.13. The Allottee(s) understands and acknowledges that pursuant to the Act, this Agreement is required to be registered with the concerned registrar of assurances. Accordingly, the Allottee(s) undertakes and agrees to make himself / themselves available at such time and place as the Promoter request for the purpose of registration of this Agreement.

- 1.14. The Allottee(s) agrees that non registration of this Agreement due to any act or omission of the Allottee(s) shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s) irrespective of the fact of non registration of this Agreement.
- 1.15. The Allottee(s) further undertakes and agrees to pay to the Promoter all expenses like stamp duty, registration charges, any other charges, in advance, as and when demanded by the Promoter, for the purposes of registration of this Agreement, conveyance deed and other documents in respect of the Unit.
- 1.16. Notwithstanding anything to the contrary, the Allottee(s) acknowledges that any failure of the Allottee(s) to pay any amount due under this Agreement shall not restrict / prohibit / impede the ability of the Promoter to demand payments from the Allottee(s) as per the Payment Plan and all provisions which are applicable to the payment of installments as per the Payment Plan shall remain binding on the Allottee(s).
- 1.17. If the Allottee(s) is availing any credit facility / loan from any bank / financial institution / other entity for purchase of the Unit, then the same shall be the sole responsibility of the Allottee(s) and any delay in sanction / disbursement of such credit facility / loan by such bank / institution / entity to the Allottee(s) shall not be a valid reason for delay in making payments as per the Payment Plan and the Promoter shall not be obligated to alter the Payment Plan to accommodate the Allottee(s).
- 1.18. The Allottee(s) understands and acknowledges that this Agreement is limited in its scope to the sale of Unit only. The Allottee(s) further understands and acknowledges that it shall only have a right to use the Common Areas / the amenities / facilities in the Project and shall not have any ownership rights therein in any circumstances.
- 1.19. The Allottee(s) further undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of Unit and Allottee(s) undertakes not to create obstructions / impediments in usage of Common Areas, roads, green areas etc. by other residents / occupants of the Project at any time.
- 1.20. It is understood and acknowledged by the Allottee(s) that in case of any breach of the terms and conditions of this Agreement for Sale or the terms mentioned in the Application submitted by the Allottee(s) including the failure on the part of the Allottee(s) to pay any instalment(s) with interest within 90 (ninety) days, from the

due date for such payment, the Promoter shall have the right to forfeit the Earnest Money and the Allottee(s) shall be left with no right or interest in the said Unit in any manner.

- 1.21. It is understood and acknowledged by the Allottee(s) that the amount paid, if any, over and above the Earnest Money shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and/or any other charges due from the Allottee(s). In case of such cancellation, the Promoter shall be entitled to deal with the Unit as it deems appropriate and the Allottee(s) shall not be entitled to raise objection to the same.

2. CONSIDERATION AND OTHER PAYMENTS

- 2.1. Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of "Pintail Infracon LLP RERA Collection A/c Ph 2 Plots" payable at Lucknow or RTGS / NEFT in favour of "Pintail Infracon LLP RERA Collection Account", A/c No. – 777705313000, Bank – ICICI, IFSC Code – ICIC0000214, Branch – Vivek Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
- 1.4. If the Allottee(s) makes payment to the Promoter, pursuant to this Agreement, through cheque which is not honoured by the payee bank on presentation by the Promoter, all charges paid by the Promoter to its bank due to dishonor of the said cheque shall be payable by the Allottee(s) to the Promoter within 3 days of demand raised by the Promoter.
- 1.5. Also, the Allottee(s) shall be solely liable to pay all banking charges levied by the bank of the Promoter while receiving the payment from the Allottee(s) pursuant to this Agreement.
- 1.6. The Allottee(s) shall pay the aforesaid amount to the Promoter within 3 days of demand raised by the Promoter. For the sake of abundant caution, it is being clarified that the Promoter shall acknowledge the receipt from the Allottee(s) of such amount as is actually credited into its bank account.
- 1.7. In case of any delay in payments required to be made by the Allottee(s) pursuant to clauses 2.2, 2.3 and 2.4, the Allottee(s) shall be liable to pay interest on the defaulted amount to the Promoter at 12% per annum for the period of delay beyond the due date of payment till date of receipt of payment by the Promoter.

- 1.8. The Allottee(s) agrees to pay all charges / fees as and when demanded by the Promoter, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees are increased / demanded (including with retrospective effect) after execution of the conveyance deed, the Allottee(s) agrees to pay such charges directly to the government or to the Promoter following a demand by the Promoter.
- 1.9. The Allottee(s) agrees and undertakes that all those charges, payments, levies, taxes, cesses, duties etc. payable to the governmental / regulatory / administrative authorities which are made applicable post the date of submission of application by the Allottee(s) for registration of the Unit shall also be paid by the Allottee(s) as and when demanded by the Promoter and shall be deemed to be a part of the Total Price.
- 1.10. The Allottee(s) shall pay directly, or if paid by the Promoter, then reimburse to the Promoter, on demand, government rates, taxes or cesses, taxes of all and any kind by whatever name called, levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc., whether levied or leviable now or in future on the Project or the Unit, as the case may be, and the same shall be borne and paid by the Allottee(s).
- 1.11. The Allottee(s) agrees that time is the essence with respect to the Allottee(s)' obligations to make the payment as set out in the Payment Plan along with other payments such as applicable stamp duty, registration fee and other charges that are more particularly set out in this Agreement, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.
- 1.12. The Allottee(s) agrees and undertakes to pay all rates, taxes, charges and assessments leviable by whatever name in respect of the Unit levied by any governmental authority / and other statutory authorities.
- 1.13. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in or over the Unit. The Promoter shall issue receipts for payment of consideration and other charges, pursuant to this Agreement, in favour of the Allottee(s) only.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 2.1. The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,

1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any delay in obtaining consents, approvals or permissions of the regulatory authorities/ Reserve Bank of India etc. shall not be an excuse for not making payments hereunder or delay in making such payments. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his / her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 2.2. The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the said Unit herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

3. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS**

- 3.1. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) against lawful outstanding of the Allottee(s) against the Unit in its name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner. For the sake of abundant caution, it is clarified by the Promoter that any payment made by the Allottee(s) to the Promoter pursuant to this Agreement shall be adjusted first towards penalty payable under this Agreement, secondly towards interest payable under this Agreement and lastly towards the principal amount payable under this Agreement. However, the Promoter may, at its absolute discretion modify the aforesaid sequence.

4. **TIME IS ESSENCE**

- 4.1. The Promoter shall abide by the time schedule for development of the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) as provided under the Act or the Rules.
- 4.2. The Allottee(s) understands and acknowledges that making timely payment of the Total Price and other charges as set out in this Agreement is essence of this Agreement and transaction contemplated herein. The Allottee(s) further agrees and undertakes to comply with the terms of payment and other terms and conditions of this Agreement in respect of the Unit along with other payments such as applicable stamp duty, registration fee and other charges that are more set out in this Agreement, to be paid on or before due date or as and when demanded by the Promoter, as the case may be, and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

5. DEVELOPMENT OF THE PROJECT/UNIT

- 5.1. The Allottee(s) acknowledges and confirms that it has seen the layout plan specifications, amenities, facilities, etc. depicted in the advertisement/brochure/agreement/website of the Promoter (as the case may be) regarding the Project where the Unit is situated and has accepted the site plan and the specifications, amenities, facilities, etc. annexed along with this Agreement.
- 5.2. The Promoter shall develop the Project the Unit in accordance with the bye-laws provisions prescribed, approved plans, specifications, carry out the general and/or common jobs including water supply, water pipe, electricity connections, drainage, sewerage, paving, compound wall etc. and effectively complete the Unit and obtain Occupancy Certificate/Completion Certificate from the relevant authorities etc.

6. POSSESSION OF THE UNIT

- 6.1. **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) is the essence of the Agreement provided that Allottee(s) performs its obligations set out in this Agreement.
- 6.2. The Promoter assures to hand over the possession of Unit within a period of thirty six (36) months from the date of execution and registration of this Agreement unless there is delay due to any reason beyond the reasonable control of the Promoter being "*Force Majeure*" or "*Vis Major*", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate projects. If, the Project gets delayed due to the above conditions, then the

Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. It is further agreed between the Parties that in case there occurs a delay due to any default or negligence attributable to the Allottee(s)' in fulfilment of terms and conditions of allotment, the Promoter shall be entitled to proportionate/reasonable extension in delivery of possession of the Unit to the Allottee(s).

- 6.3. The Promoter shall deliver the possession of the Unit to the Allottee(s) only upon payment of entire consideration and other dues by the Allottee(s) to the Promoter.
- 6.4. That the Promoter shall intimate to the Allottee about the at his last known address and the Allottee shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Promoter shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Allottee shall also be obliged to pay monthly maintenance charges to the Promoter or the respective society or Association.
- 6.5. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to conditions set out in this Agreement, then this Agreement and allotment made hereunder shall stand terminated/cancelled and the Promoter shall refund to the Allottee(s), the entire amount received by the Promoter from the Allottee(s), without any interest, within forty five (45) days of such decision. The Promoter shall intimate the Allottee about such termination atleast 30 days before such termination. After the refund of the money paid by the Allottee, the Allottee agrees that it shall not have rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 6.6. **Procedure for taking possession of the Unit** - Upon completion of construction and development of Unit and installation of all amenities and facilities as per this Agreement and receipt of the occupancy certificate, the Promoter shall offer possession of Unit to the Allottee. The Allottee shall take possession within 30 days from the date of offer of possession failing which the Allottee shall be deemed to have taken possession of the constructed Unit on completion of 2 months from the date of issue of Completion Certificate /Occupancy Certificate, hereinafter referred to as the "The Deemed Date of Possession", irrespective of whether the Allottee takes actual physical possession thereof or not. Provided that, in absence of Applicable Law the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion certificate / occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide

copy (on demand) of occupation certificate or part thereof in respect of the Unit at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/association of Allottee(s)/competent authority, as the case may be.

- 6.7. Failure of Allottee(s) to take Possession of Unit - Upon receiving a written intimation from the Promoter as per Clause 7.6 of this Agreement, the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee(s) as per terms and condition of the agreement.
- 6.8. In case the Allottee(s) fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 7.6 of this Agreement, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in the intimation referred to in Clause 7.6 of this Agreement. In addition to the same, the Allottee(s) shall also be liable to pay holding charges @ ₹ 18/- sq. meter (₹ 15/- sq. yard) to the Promoter for the period during which the Allottee(s) has failed to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in Clause 7.7 of this Agreement.
- 6.9. **Possession by the Allottee(s)** - After obtaining the occupation/completion certificate in respect of the Unit, duly certifying completion and handing over the physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and Common Areas to the association of Allottee(s), if any or the competent Authority within 30 days after obtaining the completion certificate or the occupancy certificate, as the case may be as provided under Rules.
- 6.10. **Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw from the purchase of the Unit in the Project as provided in the Act. If the Allottee(s) opts for cancellation after the execution and registration of this Agreement, the Promoter herein is entitled to forfeit the entire amount of Earnest Money and the Allottee(s) shall be left with no right or interest in the Unit. The amount paid, if any, over and above the Earnest Money shall be refunded by the Promoter without interest after adjustment of interest accrued on the delayed payment(s), brokerage paid, if any, and /or any other charges due from the Allottee(s). The balance amount of money, if any, paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) after the aforesaid adjustments in the following manner:

- i. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and
- ii. The remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Unit or at the end of one year from the date of cancellation/withdrawal by the Allottee(s) whichever is earlier.

Allottee shall also be required to pay all other penalties and interest liabilities due as on the date of such termination. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable laws. The Promoter shall inform the previous allottee(s) the date of the re-allotment of the Unit and shall also display this information on the official website of UP RERA on the date of re-allotment.

- 6.11. **Compensation** – Save to the extent provided hereinabove, the Promoter shall compensate the Allottee(s) in case of actual loss caused to him as adjudged by competent authority to defective title of the Land on which the Project is being developed or has been developed.
- 6.12. Except for occurrence of a “force majeure” or “**Vis Major**”, of any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions, if the Promoter fails to complete or is unable to give possession of the Unit. (i) in accordance with the terms of this Agreement, duly completed by the time specified in paragraph 7.2 of this Agreement; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit within forty five (45) days of intimation by the Promoter of occurrence of such eventuality.
- 6.13. In case if the Allottee(s) does not intend to withdraw or cancel the Unit, the Allottee(s) shall be entitled to interest @ 12% per annum on the amount already paid for the period of delay which shall be adjusted against future installments of the Total Price and other charges / payments in respect of the Unit.

7. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER, THE LICENSEE, THE OWNERS AND THE ALLOTTEE(S)**

7.1. Each of the Owners hereby represent and warrant to the Allottee(s) as follows:

- i. Save to the extent disclosed hereinabove, the Owner has absolute, clear and marketable title in respect of such portion of Land which is owned by each of it.
- ii. There are no encumbrances including litigations pending before any Court of law or Authority with respect of such portion of Land which is owned by each of it;_
- iii. The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land

7.2. The Promoter hereby represents and warrants to the Allottee(s) as follows:

- i. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- ii. All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.
- iii. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project(s) or phase(s), as the case may be, as well as for the Unit and for Common Areas as provided under Rules;
- iv. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- v. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement;

- vii. The Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Land:
- viii. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s), Common Areas to the association of Allottee(s)s, if the same is formed and registered with competent authority, or the competent authority, as the case may be, as provided under Rules, if the possession of the Unit is not already taken by the Allottee(s) in terms of Clause 7 of this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the offer of possession of Unit has been issued, with all the specifications, amenities, facilities as per the agreed terms and conditions and Common Areas as provided under Rules;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land/ the Project/ the Unit) has been received by or served upon the Promoter in respect of the Land / the Project/ the Unit.

There are no litigations pending before any Court of law or Authority with respect to the Project or the Unit.

- 7.3. The Licensee represents and warrants to the Allottee(s) that the License is valid and subsisting and there has been no violation of the terms and conditions subject to which the License was granted for development of the Project.
- 7.4. The Allottee(s) represents and warrants to the Promoter, the Owners and the Licensee that:
 - i. it shall ensure that no damage is caused to the property of other Allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).
 - ii. it understands and agrees that other than the Unit, all rights of ownership of facilities, utilities, the Common Areas and amenities shall be vested solely with the Promoter who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities and/or amenities. The Allottee(s)

expressly undertakes not to raise any claims over such components of the Project.

- iii. it understands that the Promoter shall be carrying out extensive development in the Project over a period of time. The Allottee(s) understands and agrees that various structures / amenities / facilities, etc., comprising the Project, shall be completed in phases and the Allottee(s) agrees not to raise any objection or make claim or default in any payments as demanded by the Promoter / maintenance agency (hereinafter referred to as the “**Maintenance Agency**”) on account of inconvenience, if any, due to such development activities.
- iv. it undertakes to abide by all laws, rules and regulations, as may be applicable, for the purposes of construction of buildings / complex on the Unit and further the Allottee(s) undertaken not to create obstructions / impediments in usage of Common Areas, roads, green areas etc. by other residents / occupants of the Project at any time.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1. Subject to “**force majeure**” or “**Vis Major**”, of any reason beyond the control of the Promoter, Court orders, Government policy/guidelines, decisions which may have the likely effect of causing delay in performance of the obligations of the Promoter pursuant to this Agreement, the Promoter shall be considered under a condition of default (hereinafter referred to as the “**Default**”), in the following events:
 - i. Promoter fails to provide the possession of the Unit to the Allottee(s) within the time period specified in Clause 7.2 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
 - ii. Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of default by Promoter under the conditions listed above, Allottee(s) is entitled to the following:
 - i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation

and only thereafter the Allottee(s) be required to make the next payment without any interest for the period of such delay; or

- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest @ 12% per annum within forty five (45) days of receiving the termination notice. Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, simple interest @12% per annum, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty five days of it becoming due.

9.3. The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- i. In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at 12% per annum for the period of delay;
- ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the sale and provisions for adjustment of monies paid by the Allottee(s) as set out in this Agreement shall apply accordingly. In case of such cancellation, if the Earnest Money is lesser than the amount which is due from the Allottee(s) to the Promoter, then the Promoter shall have the right to recover the shortfall from the Allottee(s) under applicable laws. The Promoter shall intimate the Allottee about such cancellation, 30 days prior to such cancellation. The Promoter shall refund, the amount, after deducting the Earnest Money, accrued interest and brokerage, to the Allottee(s) in the following manner:
 - 50% of the money within a period of 45 days from the date of such cancellation and;
 - the balance 50% shall be paid by the Promoter to the Applicant(s) within a period of 45 days from the date of allotment of the Unit to any other allottee
- iii. It is fully and expressly acknowledged by the Allottee(s) that in case the Promoter allows the Allottee(s) extra time to make the payments due beyond the due date of payment, then such an act on part of the Promoter shall not be construed as a waiver of right of the Promoter to cancel this Agreement and

the sale of residential space or other rights available under this Agreement or the applicable laws.

- iv. The Promoter may, at its absolute discretion, agree to give further time to the Allottee(s) for curing the breach of this Agreement by the Allottee(s), on such conditions as the Promoter deems appropriate.

10. GENERAL COVENANTS

- 10.1. The general watch and ward arrangement shall be provided in the Project by the Promoter. Accordingly, the Promoter may restrict the entry of outsiders into the Project. However, provision of such watch and ward services should not create any liability of any kind upon the Promoter for any mishap or mischief caused by any miscreant. The Allottee(s) shall remain fully responsible for all guests / visitors who may enter the Project specifically to visit the Allottee(s).
- 10.2. The Allottee(s) is aware that the Promoter shall be applying for and thereafter may receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P and procure water supply from the nearby river, canal or any other source for such purposes, to receive and distribute supply of water and electrical energy in the Project, under prevailing rules and byelaws of the Government and that the Allottee(s) undertakes to pay on demand to the Promoter/Concerned Authority –
 - i. proportionate share as determined by the Promoter of all deposits and charges paid/payable by the Promoter to the said U.P. State Electricity Board and/or any other body/commission/regulatory/licensing authority constituted by the Government of U.P. and/or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee(s) for the Unit and the conveyance of the Unit shall be withheld by the Promoter till full payment thereof is received by the Promoter from the Allottee(s).
 - ii. Electricity, water and sewerage connection and consumption / service charges and contingency deposit as and when demanded by such authority.
 - iii. Proportionate share of cost, incurred by the Promoter for creating infrastructure like HT Feeder, EHT Substation etc. Further in case of bulk supply of electrical energy, the Allottee(s) agrees to abide by all the conditions of sanction as granted by the U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy.
 - iv. any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Promoter, from time to time.
 - v. the cost of the water supply equipment installed for procuring and supplying water to the Project, by whatever name called either directly to the concerned

- authorities or if paid by the Promoter, reimburse the same to the Promoter on demand.
- vi. Such amount(s) and other charges for the consumption of water so supplied to the Plot based on such tariff as may be fixed by the Promoter or its agents in their sole discretion.

The Allottee(s) agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Unit and the Promoter shall have the first charge and lien on the Unit to the extent of such unpaid amount.

- 10.3. The Allottee(s) shall assist the Promoter in maintaining peace, security and tranquillity in the Project and towards that end the Promoter shall be entitled to restrict and regulate the entry of visitors into the Project as may be deemed necessary by it.
- 10.4. It is hereby agreed and understood explicitly between the Parties hereto the Allottee(s) shall be solely responsible for payment of Taxes including goods and services tax or any other similar levy that may become leviable with respect to the Unit under this Agreement, or the sale deed.
- 10.5. The Allottee(s) shall always use the Unit for residential purposes only. Further, the Allottee(s) shall not use the Unit for any purpose which is against any law or any directive of the government or the local authority or public policy. The Allottee(s) shall not store any goods of hazardous or combustible nature or which can cause damage to the Project and / or the assets of other Allottee(s) in the Project. The Allottee(s) shall not use the Unit for any immoral or illegal activity.
- 10.6. The Promoter shall have the right to develop other unit(s) and provide necessary common amenities and facilities on the land under the Project and the Allottee shall not make any objection or interruption nor make any claims to the proposed development etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of units in the Project shall be enjoyed jointly in common by the occupants, owners or the Allottees of the respective units without any hindrance or objection of any kind whatsoever.
- 10.7. The Allottee(s) undertakes that it shall not place any furniture / equipment / stand / vending platform / on any other thing in the Common Areas or impede / interfere with the right of other Allottee(s) of the Project to use the Common Areas.

- 10.8. The Allottee(s) may get the name of his / her nominee substituted in its place with prior approval of the Promoter provided the Allottee(s) have cleared all dues till the date when such nomination or change in nomination is sought and on such conditions / guidelines / terms / payments, as applicable including payment of transfer charges as levied by the Promoter, from time to time.
- 10.9. The Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the Promoter.
- 10.10. All communications demand notices etc. shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by the First Allottee(s) which shall for all purposes be considered as served on all Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Promoter about all subsequent changes in his address, if any, failing which all demands, notices and letters posted at the earlier registered address will be deemed to have been received by it at the time when those should ordinarily reach such address.
- 10.11. The Allottee(s) undertakes to indemnify, defend and hold harmless the Promoter, its directors, officers and employees and their respective affiliates (and such affiliates directors, officers and employees) (collectively, the "**Indemnified Persons**") from and against any and all fines, damages, losses, liabilities, costs, charges, expenses, penalties etc. suffered or incurred and/or which may be suffered or incurred by any of the Indemnified Person(s) and arising at any time and in any manner whatsoever, including any contravention, breach or non-performance (in whole or in part) by the Allottee(s) or occupant of the Unit of any of the terms and conditions, covenants, or obligations contained herein.
- 10.12. The indemnification rights of the Indemnified Persons in clause 10.11 above are independent of, and in addition to, such other rights/remedies as the Indemnified Persons may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 10.13. The Allottee(s) shall pay to the concerned authority electric meter installation charges / water meter installation charges, security deposit for the electric / water meter and their energizing charges etc.

11. CONVEYANCE OF THE UNIT

- 11.1. The Promoter shall on receipt of Total Price of the Unit in terms of Clause 1.3 of the Agreement, arrange to execute a registered sale deed/conveyance deed in favour of the Allottee(s) within a period of three months of the occupancy certificate. The

possession of the Unit shall be delivered to the Allottee(s) only upon registration of the sale deed/conveyance deed. However, in case, the Allottee(s) fails to take possession or deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice or fails to appear at the time and place specified in the notice for registration of the conveyance deed of the Unit, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee(s) to the Promoter. It is hereby clarified that all the expenses towards execution and registration of the conveyance deed shall be borne by the Allottee.

- 11.2. The Allottee(s) shall comply with all legal requirements for conveyance deed of the Unit and sign all requisite applications, forms, affidavits, undertakings, etc. as required for that purpose by the Promoter or any other governmental authority.

12. MAINTENANCE OF THE UNIT/ PROJECT

- 12.1. The Allottee(s) agrees to sign and execute a separate agreement for upkeep and maintenance of the Common Areas and services and facilities & installations of the Project, more specifically described in the maintenance agreement. The said agreement shall be executed at the time of issuance of possession certificate of the Unit and shall spell out in detail the services and facilities to be provided and maintained in relation to the Unit and the Project.
- 12.2. Subject to the provisions of the Act, the Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities in the Project. The maintenance charges for a period of 2 year in advance along with applicable GST or any other taxes as applicable under law, have been included in the Total Price.
- 12.3. The Promoter shall handover all the Common Areas and facilities to the association of Allottees which shall be formed for the welfare of residents after the completion of all the phases of the Project. The Allottee understands that he shall become a member of such association which shall be formed to look after the maintenance of the Units in the Project and shall abide by its rules. Until the society / association is formed the Allottee shall pay to the Promoter such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Promoter. If the Allottee ever fails to pay maintenance charges for his/her Unit, the association shall be entitled to disconnect and stop providing all or any services to the scheduled Unit including water, electricity, etc. The Allottee shall pay a sum of Rs. 179.40/- per sq meter (Rs. 150 per sq yd.) by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the Unit.

- 12.4. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Allottee(s) or competent authority, as the case may be, upon the issuance of the occupation certificate/part thereof, part completion certificate / occupation certificate of the Project, as the case may be. The cost of such maintenance has not been included in the Total Price of the residential space. In case, the Allottee(s) / association of Allottee(s) fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the Promoter or the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope from the Allottee(s) on pro-rata basis.
- 12.5. The Allottee(s) further understands and agrees that, other than the Unit, all rights of ownership of land(s), facilities, utilities, the Common Areas and amenities in the Project shall be vested solely with the Promoter who shall have the sole right and authority to deal in any manner with such land(s), facilities, utilities, areas and/or amenities. The Allottee(s) expressly undertakes not to raise any claims over such components of the Project.
- 12.6. The Allottee(s) shall also pay an amount of Rs. 179.40/- per sq. mtr. (150 per sq yard) for the creation of sinking fund in order to secure adequate provision for the replacement, refurbishing and major repairs of the facilities and equipment etc., installed in the Project and other similar capital expenditure. The sinking fund deposit shall be a handed over to the resident welfare association constituted for the Project at the time of handover of the maintenance of the Project to the said association. The interest earned, if any, on the amount of the sinking fund shall be used by the Promoter to meet the cost of replacement, refurbishing, major repairs of the facilities and equipment etc., installed in the Project or on account of any unforeseen occurrence in future. In case the Allottee(s) fails to pay the amounts due as set out in the Payment Plan, then in such a scenario the Promoter shall be entitled to set off the amount credited to the sinking fund against such outstanding payments.

13. USAGE

- 13.1. The Allottee(s) agrees and undertakes to use Unit for residential purposes only and shall not carry any other activity thereon.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS

- 14.1. The Promoter/the Maintenance Agency/the association of Allottee(s) shall have rights of unrestricted access to the Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee(s) or the Maintenance Agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any such defect.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 15.1. The Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good condition and shall not do or suffer to be done anything in Unit, or the common passages, circulation areas, or the compound which may be in violation of any laws or rules of any authority or change or alter the boundary of the Unit and keep the sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in a fit and proper condition.
- 15.2. The Allottee(s) further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Project or anywhere on the exterior of the Project, buildings therein (if any) or Common Areas. Further the Allottee(s) shall not store any hazardous or combustible goods in the space or place any heavy material in the Common Areas.
- 15.3. The Allottee(s) shall ensure that no damage is caused to the property of other allottee(s) in the Project, Common Areas of the Project, equipment installed by the Promoter in the Project by any action of the Allottee(s).
- 15.4. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or Maintenance Agency appointed by association of Allottee(s) / competent authority. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.5. The Allottee(s) shall, from time to time, sign all applications, papers, documents, and all other relevant papers, as required in relation to the Unit by the Promoter and shall do all the acts, deeds and things as the Promoter may require for safeguarding the interests of the Project and other unit owners in the Project.
- 15.6. The Allottee(s) shall become member of the resident welfare association / society as may be formed by various unit holders from time to time and shall bear all charges and expenses pertaining to the same.

- 15.7. It is further agreed by the Allottee(s) that it shall become member of the club on payment of club membership and subscription charges as levied by the Promoter/managing agency of the club from time to time.
- 15.8. The Allottee(s) agrees that merely by acquiring the Unit, it does not become entitled to become a member of the club. In case the Allottee(s) wishes to become the member of the club in the Project, it will have to abide by and comply with other conditions, from time to time, as may be set out by the agency managing the club.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

- 16.1. The Parties are entering into this Agreement for the sale / purchase of Unit with the full knowledge of all laws, rules, and regulations, notifications applicable in the State and related to the Project.

17. GENERAL COMPLIANCE OF LAWS

- 17.1. The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations / bye laws, instructions / guidelines and decisions of competent authority prevalent in the State. The Promoter hereby has disclosed the details of various compliance of above as applicable which have been attached as Schedule 5 hereto.
- 17.2. The Promoter undertakes that it has no right to make additions or to put additional structure(s) anywhere in the Project after the layout plan, sanction plan and specifications, amenities and facilities have been approved by the competent authority and disclosed except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

- 18.1. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Unit and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Allottee(s) who has taken or agreed to take such Unit.

19. BINDING EFFECT

- 19.1. The Parties agree that just forwarding this Agreement to the Allottee(s) by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s). Secondly, the Allottee(s) and the Promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State. If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within thirty days from the date of such notice to the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Earnest Money shall be returned to the Allottee(s) without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee(s) to get this agreement executed and registered, the Allottee(s) does not come forward or is incapable of executing the same, then in such a case, the Promoter shall be entitled to terminate this Agreement and forfeit the Earnest Money paid by the Allottee(s). The provisions set out in this Agreement in respect of refund of monies payable by the Promoter to the Allottee(s) in case of termination shall apply *mutatis mutandis* in this situation.

20. ENTIRE AGREEMENT

- 20.1. This Agreement, along with schedules and its Annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit.

21. RIGHT TO AMEND AND ASSIGN OR SALE

- 21.1. This Agreement may only be amended through written consent of the Parties concerned in said agreement.
- 21.2. The Promoter shall have the right to sell, lease or otherwise dispose of FSI in respect of other components of the Project without any intimation, written or otherwise to the Allottee(s) and the Allottee(s) shall not raise any objection in this regard.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

22.1. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes provided that Allottee(s) shall not sell, transfer, assign or part with his right, title, or interest, in the residential space or any portion thereof, even after the allotment is made in his favour, until all the dues payable to the Promoter are fully paid is executed in his favour. The Allottee(s) is / or, however entitled to get the name of his nominee(s) substituted in his place with the prior approval of the Promoter, which may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Promoter, transfer and other charges as applicable from time to time for the purpose of such substitution.

23. WAIVER NOT A LIMITATION TO ENFORCE

23.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

23.2. Failure on the part of the Parties to enforce at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY

24.1. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. FURTHER ASSURANCES

- 25.1. The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 25.2. The Allottee(s) expressly acknowledges that it is completely satisfied about the title, rights and interests of the Promoter and the Owners in respect of the Project. The Allottee(s) is entering into this Agreement after making itself fully aware of all the limitations and obligations of the Promoter and the Owner in relation to and in connection with the Project and has understood all limitations and obligations in respect thereof as set out herein under and other documents provided to the Allottee(s) by the Promoter in relation to the Project.
- 25.3. The Allottee(s) expressly acknowledges that it has been given adequate time and opportunity to peruse and consider the terms and conditions of this Agreement and the Allottee(s) has decided to execute this Agreement only after fully perusing and understanding the legal implications of the terms and conditions contained in this Agreement.
- 25.4. The Allottee(s) expressly acknowledges that the Promoter has not made any representation and warranties to the Allottee(s) to induce the Allottee(s) to execute this Agreement and the Allottee(s) has decided to execute this Agreement out of its own free will.
- 25.5. The Allottee(s) has / have seen and perused the title documents of the Land, Consortium Agreement and sanctioned layouts / plans in respect of the Project and is fully satisfied that the Promoter is authorized and is legally and sufficiently entitled to allot residential spaces in the Project. The Allottee(s) further undertakes to abide by the terms and conditions of applicable laws, rules and regulations.

26. PLACE OF EXECUTION

- 26.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Lucknow, Uttar Pradesh after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, the said Agreement shall be registered as per provisions of the relevant State Act at Uttar Pradesh. Hence this Agreement shall be deemed to have been executed at Lucknow Uttar Pradesh

27. NOTICES

27.1. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

1. M/s Pintail Infracon LLP (**Promoter name**)

Corp Office:

Contact No. –

2. M/s Pintail Infracon LLP (**Power of Attorney holder for the Owners**)

Corp Office:

Contact No. –

3. M/s Pintail Realty Developers Pvt. Ltd. (**Licensee**)

Corr. Address:

Contact No.:

4. Mr. _____ s/o _____ r/o _____
(**Name & Address of Allottee(s)**)

Mob: (**Telephone No. and Email**)

It shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s) or the Owner or the Licensee, as the case may be.

28. JOINT ALLOTTEE(S)

- 28.1. That in case there are Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- 28.2. The Allottee(s) being Mr. _____ expressly undertake to abide by the terms of this Agreement. They further agree and acknowledge that their obligations / responsibilities / liabilities arising out of this Agreement are and shall always remain joint and several.

29. SAVINGS

- 29.1. Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Unit, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

30. GOVERNING LAW

- 30.1. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws prevalent in the State of Uttar Pradesh for the time being in force.

31. DISPUTE RESOLUTION AND ARBITRATION

- 31.1. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to a sole arbitrator to be appointed by the Promoter whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator.
- 31.2. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at Lucknow only. Subject to the arbitration mechanism as aforesaid, the Courts at Lucknow alone shall have the jurisdiction to adjudicate upon all issues and matters arising out of / related to this application form or the transaction contemplated herein.

32. STAMP

32.1. That the applicable stamp duty of Rs. _____ (Indian Rupees _____ Only) is paid by the Allottee(s) as prescribed through e-stamp certificate no. _____ dated _____.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Lucknow, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

For, Pintail Infracon LLP

(Signature)

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

Corp Office: 705-708, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow,
UP
(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED OWNERS

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

(Signature)

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

Corp Office: 705-708, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow,
UP

(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED LICENSEE

For, Pintail Realty Developers Pvt. Ltd.

(Signature)

For, Pintail Realty Developers Pvt. Ltd.

(Name)

Correspondence Address: 705-708, Eldeco Corporate Tower, Vibhuti Khand, Gomti
Nagar, Lucknow, UP

(Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S)

Allottee(s)

Signature

(Name)

(Address)

At Lucknow, on _____ in the presence of:

WITNESSES:

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

1. Signature

Name: Mr.

S/o: Sh.

Address:

Mobile:

Please affix a photograph and sign across the photograph. Please ensure the signature do not cover any part of the face.

2. Signature

Name:

S/o: Sh.

Address:

Mobile:

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.

SCHEDULE 2

DESCRIPTION OF THE UNIT

ALL THAT piece and parcel of land admeasuring ___ sq. mts., of the property known as under Survey No. _____, situated at _____ bounded as under:

On or towards the North:

On or towards the South:

On or towards the East:

On or towards the West:

SCHEDULE 3

PAYMENT PLAN

INSTALLMENT LINKED PAYMENT PLAN

SCHEDULE 4
AMENITIES AND FACILITIES
(Clause 7.8)

SCHEDULE 5

LIST OF APPROVALS

Ref. Clause 17

- [1] License No. 137/VC/EE/HTIG/2015 dated 2 November 2015 in favour of Pintail Realty Developers Pvt. Ltd. (formerly known as M/s Arindam Sekhar Garments Marketing Pvt. Ltd.) for development of Pintail Park City Project
- [2] The Detailed Project Report (DPR) dated 18 April 2017 in respect of the Project has been approved by Lucknow Development Authority vide a letter Sr. No. 605/EE/HTIG/17 dated 18 September 2017.
- [3] Approval of Layout Plan for the Project "Pintail Park City (Phase 1 Plots), from Lucknow Development Authority vide Permit No. 101/Inti./layout/2021, dated 20.07.2021
- [4] No Objection Certificate from Airports Authority of India for Height Clearance dated 24 May 2018.
- [5] No Objection Certificate from State Electricity Department for electricity connection dated 27 October 2017.
- [6] No Objection Certificate from State Ground Water Department for use of water for construction and other purpose dated 5 July 2017.

