

SHCIL



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सत्यमेव जयते

INDIA NON JUDICIAL



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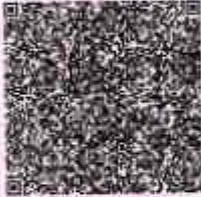
Government of Uttar Pradesh



e-Stamp

Certificate No.	: IN-UP03490092239486W
Certificate Issued Date	: 21-Mar-2024 10:48 AM
Account Reference	: NEWIMPACC (SV)/ up14351804/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUP1435180402947033592519W
Purchased by	: MS PRESTIGIA DEVELOPERS LLP
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PIECE AND PARCEL OF PART OF LAND KH.NO.221(P), 220 (P), GRAM-SARASAWAN, TEHSIL-SAROJANI NAGAR, LUCKNOW
Consideration Price (Rs.)	: 10,14,900
First Party	: MS MANGALAM ESTATES PRIVATE LIMITED
Second Party	: MS PRESTIGIA DEVELOPERS LLP
Stamp Duty Paid By	: MS PRESTIGIA DEVELOPERS LLP
Stamp Duty Amount(Rs.)	: 10,14,900 (Ten Lakh Fourteen Thousand Nine Hundred only)

सत्यमेव जयते



10,14,900

Please write or type below this line

FOR MANGALAM ESTATES PVT. LTD.

Kaishya
Authorized Signatory

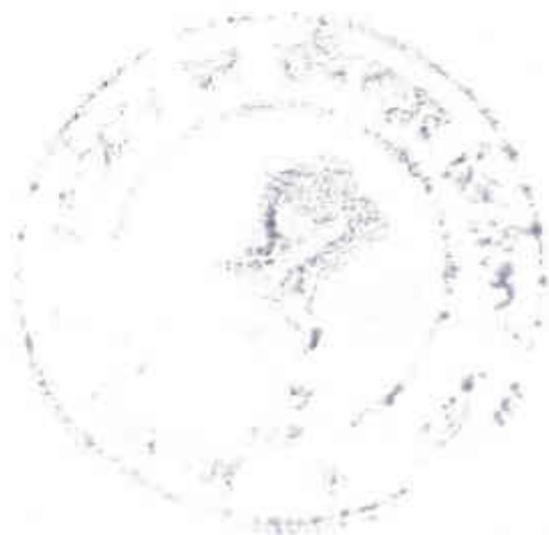
Prestigia Developers LLP
[Signature]
Designated Partner

QE 0000326820

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

SHCIL



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आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT OF INDIA

QR Code
 e-Permit Account Number Card
AABCM7855K

MANGALAM ESTATES PRIVATE LIMITED

Date of Issuance: 20/10/1992

If this card is lost / someone's card used to furnish
 Income Tax PAN Services Unit, NSDL,
 5th Floor, Maruti Building,
 Plot No. 341, Survey No. 977/3,
 Model Colony, Near Deep Bangalore Chowk,
 Pune - 411 016.
 Tel: 91-20-2721 0000. Fax: 91-20-2721 4081
 e-mail: tulshib@nsdl.co.in

FOR MANGALAM


 Authorised Signatory

MANGALAM ESTATES PRIVATE LIMITED

Regd. Office: - F No-33 Building 5, Bhikaji Cama Place,
Somdutt Chamber I, New Delhi -110066
CIN No.:- U70101DL2000PTC308673, E-mail:- mangalam@msnindia.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MANGALAM ESTATES PRIVATE LIMITED HELD AT 1209, 12TH FLOOR, ROHTAS SUMMIT VIBHUTI KHAND, GOMTI NAGAR LUCKNOW 226010 UP ON FRIDAY 15TH DAY OF MARCH, 2024 AT 11:30 A.M.

AUTHORIZATION FOR EXECUTION OF DEVELOPMENT RIGHTS AGREEMENT (DRA) ONLY:

The Chairman informed that the company M/s Mangalam Estates Private Limited (**The Land Owner**) has proposed to enter into Development Rights Agreement (DRA) with M/s Prestigia Developers LLP (**The Developer**) for the development on Companies' land bearing Khasra no. 220 (P) & 221 (P) part situated at Village- Sarsawan, District- Lucknow. He further inform that Mr. Kaivalya Jain S/o Mr. Ajit Jain, Authorized Signatory of the company has been authorized for the execution of Development Rights Agreement (DRA) or any other documents in respect of the same on behalf of the company. After Discussion the following resolution was passed unanimously:

"RESOLVED THAT approval of the Board be and is hereby accorded to the company for entering into Development Rights Agreement (DRA) with M/s Prestigia Developers LLP (**The Developer**) for the development on Companies' land bearing Khasra no. 220 (P) & 221 (P) part situated at Village- Sarsawan, District- Lucknow;

RESOLVED FURTHER THAT Mr. Kaivalya Jain, Authorized Signatory of the company, be and are hereby authorized by the company for the execution of Development Rights Agreement (DRA) or any other documents in respect of the same on behalf of the company;

Certified to be True Copy
For Mangalam Estates Private Limited
Mangalam Estates Pvt. Ltd.

Vandana
Vandana Agarwal Director
Director
DIN: 01799351

FOR MANGALAM ESTATES PVT. LTD

Kaivalya
Authorized Signatory



भारत सरकार

GOVERNMENT OF INDIA



कैवल्य जैन

Kaivalya Jain

जन्म तिथि/DOB: 30/11/1996

पुरुष / MALE



7091 7201 5035

मेरा आधार, मेरी पहचान

FOR MANGALAM ESTATES PVT. LTD
Kaivalya
Authorized Signatory



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O अजित जैन, 560/61,
कानपुर रोड, कृष्णा नगर,
मानसगढ़ एस.ओ., लखनऊ,
उत्तर प्रदेश - 226023

Address:

S/O Ajit Jain, 560/61, Kanpur
Road, Krishna Nagar,
Manasnagar S.O. Lucknow,
Uttar Pradesh - 226023

7091 7201 5035

MEERA AADHAAR, MERI PEHACHAN

PRESTIGIA DEVELOPERS LLP

Regd. Office: - 1209, 12th Floor, Rohtas Summit, Vibhuti Khand,
Gomtinagar, Lucknow, Uttar Pradesh, India-226010
LLPIN: ABC-9733, E-mail:- prestigiadevelopers@gmail.com

EXTRACT OF THE RESOLUTIONS PASSED AT THE MEETING OF THE DESIGNATED PARTNER OF THE LLP PRESTIGIA DEVELOPERS LLP HELD AT 1209, 12TH FLOOR, ROHTAS SUMMIT, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW-226001 ON SATURDAY, 16TH DAY OF MARCH, 2023 AT 10:30 A.M. TO TRANSACT THE FOLLOWING BUSINESS

AUTHORIZATION FOR EXECUTION OF DEVELOPMENT RIGHTS AGREEMENT (DRA) ONLY:

The Designated Partner informed that the LLP Prestigia Developers LLP (**The Developer**) has proposed to enter into Development Rights Agreement (DRA) with M/s Mangalam Estates Private Limited (**The Land Owner**) for the development on Companies' land bearing Khasra no. 220 (P) & 221 (P) part situated at Village- Sarsawan, District- Lucknow. He further inform that Mr. Akash Agarwal or Mr. Mohammed Abdullah Mushtaq, Designated Partners of the LLP has been authorized by the LLP for the execution of Development Rights Agreement (DRA) or any other documents in respect of the same. After Discussion the following resolution was passed unanimously:

"RESOLVED THAT approval of the Designated Partners be and is hereby accorded to the LLP for entering into Development Rights Agreement (DRA) with M/s Mangalam Estates Private Limited (**The Land Owner**) for the development on Companies' land bearing Khasra no. 220 (P) & 221 (P) part situated at Village- Sarsawan, District- Lucknow;

RESOLVED FURTHER THAT Mr. Mohammed Abdullah Mushtaq, Designated Partner of the LLP, be and are hereby authorized by the LLP for the execution of Development Rights Agreement (DRA) or any other documents in respect of the same;

Certified True Copy

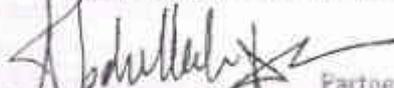
For M/S Prestigia Developers LLP



(Akash Agarwal)
Designated Partner
Din No. 06671113

Partner

PRESTIGIA DEVELOPERS LLP



(Mohammed Abdullah Mushtaq)
Designated Partner
Din No. 03610693

Partner


Designated Partner



भारत सरकार
Government of India

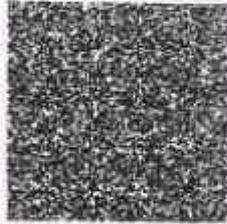
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0653/47755/06505

Download Date: 05/09/2021

To
मोहम्मद अब्दुल्लाह मुस्ताक
Mohammed Abdullah Mustaq
C/O: Anamta Rizvi
Pent House-A, 5th Floor
Miral Residence, A-19 Nirala Nagar
Nirala Nagar
Lucknow Uttar Pradesh - 226020
9151111010

Issue Date: 02/09/2021



आपका आधार क्रमांक / Your Aadhaar No. :

3298 3210 7024

VID : 9196 1953 4940 8767

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Download Date: 05/09/2021



मोहम्मद अब्दुल्लाह मुस्ताक
Mohammed Abdullah Mushtaq
जन्म तिथि/DOB: 27/11/1988
पुरुष/ MALE

Issue Date: 02/09/2021

3298 3210 7024

VID : 9196 1953 4940 8767

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



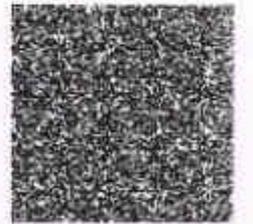
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:

द्वारा: अनंता रिजवी, पेंट हाउस-ए, 5वां फ्लोर, मिर्लॉ
रिजिडेंस, ए-19 निराला नगर, निराला नगर, लखनऊ,
उत्तर प्रदेश - 226020

Address:
C/O: Anamta Rizvi, Pent House-A, 5th Floor,
Miral Residence, A-19 Nirala Nagar, Nirala
Nagar, Lucknow,
Uttar Pradesh - 226020



3298 3210 7024

VID : 9196 1953 4940 8767

1047 | help@uidai.gov.in | www.uidai.gov.in

Prelogia Developers LLP
Designated Partner




 Unique Identification Authority of India

Name: श्री प्रदीप अशोक
 श्री प्रदीप अशोक
 Date of Birth: 03/04/1960
 Gender: MALE



9394 9521 4415
 UID : 9105 6204 4812 6649

भारत सरकार, अर्थ विभाग

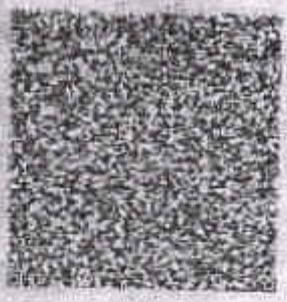


Handwritten signature in black ink.




 Unique Identification Authority of India

Name: श्री राजी नंद अशोक
 श्री राजी नंद अशोक
 Date of Birth: 26/9/74
 Gender: MALE



9394 9521 4415
 UID : 9105 6204 4812 6649

भारत सरकार, अर्थ विभाग



भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
पसचल पत्र UP/20/100/0816162
IDENTITY CARD



निर्वाचक का नाम Elector's Name	सोमनाथ राय Somanath Rai
पति/माता/पत्नी का नाम Father's/Mother's Husband's Name	रविन्द्र नाथ राय Ravindra Nath Rai
लिंग - Sex	पुरुष Male
1.1.1955 का उम्र Age as on 1.1.1955	27

(Handwritten Signature)

पता
मंसू सी 02041/5
गाँव, बलरवाँ इन्दिरानगर सी ब्लॉक
लखनऊ लखनऊ
पिन 226015

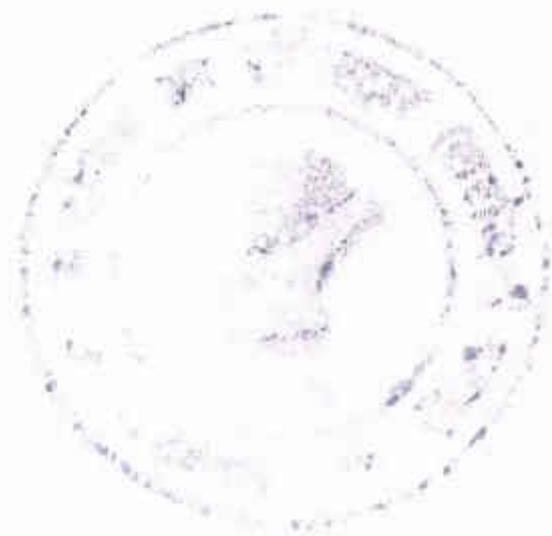
Address
H No. 02041/5
Vill/Mohalla Indiranagar C Block
Tehsil Lucknow
Dist. Lucknow



निर्वाचक पंजीकरण अधिकारी
के कार्यालय की अनुमति
निर्वाचन अफ 100-लखनऊ
Facsimile Signature of
Electoral Registration Officer
for 100-Lucknow A.C.

स्थान लखनऊ दिनांक
1-100 Lucknow Date 01/05/55

यह पत्र का उपयोग सरकारी (सैनिकी) के अलावा किसी
पत्र के रूप में प्रयोग किया जा सकता है।
This card can be used as an Identity Card under
different Govt. Programmes.



PHOTOGRAPH

Plot bearing Part of land bearing Khasra no. 221(P) admeasuring 0.1069 Hec out of total area admeasuring 0.2710 Hec & Khasra no. 220 (P) admeasuring 0.3923 Hec out of total area admeasuring 0.6880 Hec Grand total admeasuring 4992 square metres which is situated at Gram- Sarasawan, Pargana and Tehsil- Sarojani Nagar, District-Lucknow, Bounded as Below: -

East : [Part of Khasra No. 220]

West : [Part of Khasra No. 221]

North : [Part of Khasra No. 209 and 210]

South : [45 Mtr Wide Master Plan Road]



FOR MANGALAM ESTATES PVT, LTD


Authorized Signatory

First Party

Prestigia Developers LLP


Designated Partner
Second Party



Market value : Rs.3,33,91,000/-

Stamp Duty : Rs.23,38,000/-

Pargana : Lucknow

DETAILS OF INSTRUMENT IN SHORT

1.	Pargana/Ward	:	Lucknow
2.	Mohalla/Village	:	Gram- Sarasawan, Pargana-Lucknow and Tehsil- Sarojani Nagar, District-Lucknow
3.	Details of property (Property No.)	:	Piece and Parcel of Plot on Part of land bearing Khasra no. 221(P) admeasuring 0.1069 Hec out of total area admeasuring 0.2710 Hec & Khasra no. 220 (P) admeasuring 0.3923 Hec out of total area admeasuring 0.6880 Hec
4.	Standard of measurement	:	square metres
5.	Area of property	:	4992 square metres
6.	Type of property	:	Plot
7.	No. of person in first part (1)	:	No. of persons in second Part (1)

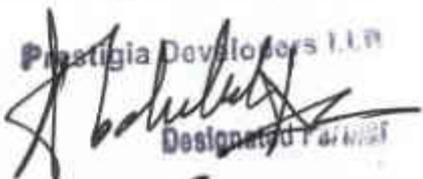
DEVELOPMENT RIGHTS AGREEMENT

This Development Rights Agreement ("**Agreement**") is executed on this 21st day of March, 2024 ("**Execution Date**") at Lucknow between:

1. **M/S MANGALAM ESTATES PRIVATE LIMITED (PAN-AABCM7855K)**, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, with corporate identification number (CIN): U70101DL2000PTC308673, and having its registered office at B-33, Somdutt Chamber I, 5 Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as the "**Landowner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), **OF THE FIRST PART**, acting through its authorized signatory, Mr. Kaivalya Jain, S/o Ajit Jain, R/o 560/61, Krishna Nagar, Kanpur Road, VTC – Manasnagar S.O, Lucknow-226023, duly authorized vide board resolution dated 16th day of March, 2024;
- AND**
2. **M/S PRESTIGIA DEVELOPERS LLP**, (PAN-ABCFP7548M), a partnership firm incorporated under the provisions of the Limited Liability Partnership Act,

FOR MANGALAM ESTATES PVT. LTD


Authorized Signatory


Prestigia Developers LLP
Designated Partner



2008 with limited liability identification number (LLPIN) ABC-9733 and having its registered office at 1209, 12th Floor, Rohtas Summit Building, Vibhuti Khand, Gomti Nagar, Lucknow (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), **OF THE SECOND PART**, acting through its designated partner, Mr. Mohammed Abdullah Mushtaq, S/o Mr. Mushtaq Ali Khan, R/o Pent House-A, 5th Floor, Mirai Residence, A-19 Nirala Nagar, Lucknow Uttar Pradesh - 226020, as authorized by all partners of the firm.

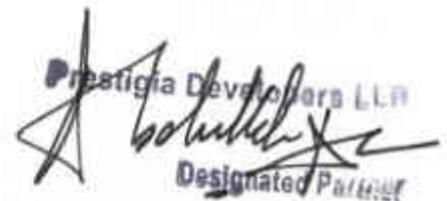
The **Landowner** and the **Developer** are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

1. The Landowner is the sole, legal, beneficial and absolute owner of a piece and parcel of land admeasuring 1069 Square metres in Khasra no. 221(P) and admeasuring 3923 Square metres in Khasra no. 220 (P) aggregating to 4992 Square metres situated at Gram - Sarasawan, Pargana and Tehsil - Sarojani Nagar, District-Lucknow ("**Project Land**") through a Deed of Exchange dated 23.09.2019 duly registered on 23.09.2019 in Book No.-1, Zild 2823, on pages 25 to 50, at Serial No. 25191, in the office of Sub-Registrar, Sarojani Nagar, Lucknow. The details of the Project Land are more particularly set out in **Schedule I, along with the Site Plan annexed as Annexure-A** to this Agreement.
2. The Developer is engaged in the business of development of real estate projects, including development of group housing and township projects, and it has the necessary infrastructure, experience and expertise in the development, sale and marketing of real estate projects.
3. The Developer has approached the Landowner and has represented to the Landowner that it has the requisite financial and technical expertise and capacity to undertake construction, development, marketing and development of the Project Land into a residential group housing complex (hereinafter referred to as the "**Project**") after obtaining requisite license, Approvals, sanction plan etc. from the concerned Governmental Authorities. Accordingly, the Developer has requested the Landowner to grant and transfer the Development Rights in the Project Land.
4. The Landowner relying on the representations of the Developer has decided to grant and transfer the Development Rights in the Project in accordance with the terms and conditions of this Agreement.

FOR MANGALAM ESTATES PVT. LTD


Authorized Signatory


Prestigia Developers LLP
Designated Partner



5. The Parties are now desirous of entering into this Agreement to record the terms and conditions on which the Landowner shall grant and transfer the Development Rights in the Project Land to the Developer and the obligations of the Developer.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED) THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATION

1.1. Definitions

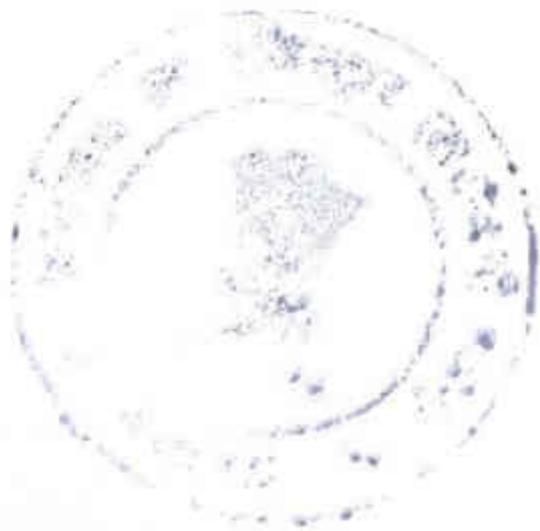
In this Agreement, unless repugnant or contrary to the context or meaning thereof, the following capitalized terms, shall have the meaning assigned to them hereinbelow:

- 1.1.1. **"Agreement"** shall mean this development rights agreement including any schedules or exhibits or annexures attached hereto-or incorporated herein by reference, as may be amended or modified or novated by the Parties from time to time in writing;
- 1.1.2. **"Applicable Laws"** shall mean any applicable national, state, local or other laws, statutes, regulations, ordinances, rules, bye-laws including directives or bye-laws, as revised from time to time, issued by the State Government of Uttar Pradesh or any other Governmental Authority and includes orders, judgments, decrees, directives, guidelines, policies, requirements or restrictions including of any approvals, notifications or any similar form of decisions of any Governmental Authority having the force of law or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question;
- 1.1.3. **"Approvals"** shall mean, any permission, approval, sanction, certificate, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any Applicable Laws, or pursuant to any governmental policy as may be required for the construction, development, completion, marketing and sale of the Project contemplated under this Agreement including but not limited to the registration of the Project in

FOR MANGALAM ESTATES PVT. LTD


Authorized Signatory


Designated Partner



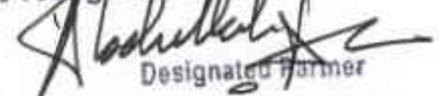
accordance with RERA with the Uttar Pradesh Real Estate Regulatory Authority ("UPRERA");

- 1.1.4. **"Business Day"** shall mean a day, that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Lucknow, India;
- 1.1.5. **"Claims"** shall mean losses, liabilities, claims, charges, actions, demands, damages, penalties, interest, settlement amounts, costs, fees and expenses (including fees of investigators, financial advisors, accountants, consultants and other experts, court costs and other expenses of litigation, including claims arising out of labour laws, cess etc.);
- 1.1.6. **"Contractors"** shall mean the main contractor, sub-contractors and all other third party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed for the construction, development, sale and marketing of the Project or the exercise of its Development Rights under this Agreement;
- 1.1.7. **"Confidential Information"** shall have the meaning ascribed to it in Clause 16.1;
- 1.1.8. **"Completion"** shall mean the occurrence of each of the following:
 1.1.8.1. The grant of full completion certificate by the concerned Governmental Authority with respect to the entire Project; and
 1.1.8.2. The Project is deemed to be completed as per the guidelines of UP RERA as well as under the provisions of UP Urban Development Act and Rules, bye-laws made thereunder;
- 1.1.9. **"Completion Date"** shall have the meaning ascribed to it in Clause 4.3;
- 1.1.10. **"Development Rights"** shall refer to the rights for development, construction, marketing ,launch and sale of the Project over the Project Land;
- 1.1.11. **"Dispute"** shall have the meaning ascribed to it in Clause 15.2;

FOR MANGALAM ESTATES PVT. LTD


 Authorised Signatory

Presingga Developers LLP


 Designated Partner



- 1.1.12. **"Encumbrances"** shall mean any Mortgage, charge, pledge, lien, encumbrance, hypothecation or other security interest or security arrangement of any kind; or (ii) any easement or right of way; or (iii) any contractual right of set-off; or (iv) the interest of a vendor under any conditional sale agreement, lease, leave or license agreement or other title retention arrangement or (v) any sort of encumbrance which, may have the effect of curtailing or impeding the rights of any Party to deal with its property or asset peacefully and without restriction;
- 1.1.13. **"Force Majeure"** shall have the meaning ascribed to it in Clause 13.4;
- 1.1.14. **"Governmental Authority"** shall mean any national, state, provincial, local or similar government or governmental department, LDA, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;
- 1.1.15. **"Grace Period"** shall have the meaning ascribed to it in Clause 4.3;
- 1.1.16. **"Litigation"** shall mean and include all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, body, tribunal, Governmental Authority or any arbitrator(s);
- 1.1.17. **"Maintenance Agreement"** shall have the meaning assigned to it in Clause 7.2;
- 1.1.18. **"Marketing Charges"** shall have the meaning ascribed to it in Clause 10.2.
- 1.1.19. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu Undivided Family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- 1.1.20. **"Project"** shall mean a group housing society / complex proposed to be developed on the Project Land in accordance with the Applicable Laws and Approvals;

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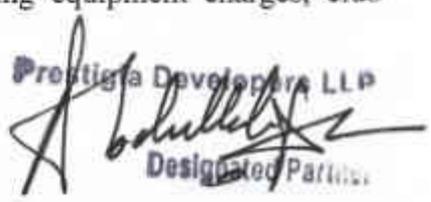

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- 1.1.21. **"Project Land"** shall have the meaning described to it in Recital 1;
- 1.1.22. **"Purchaser(s)"** shall mean and include any buyer, purchaser, transferee, lessee, tenant including a purchaser in default, assignee, transferee, applicable, whether and individual, corporate entity or otherwise, for any Unit or other part of the saleable area of the Project;
- 1.1.23. **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 read with the rules, regulations, directions, circulars, directives issued thereunder;
- 1.1.24. **"RERA Collection Account"** shall have the meaning ascribed to it in Clause 6.1.1 of this Agreement;
- 1.1.25. **"RERA Separate Account"** shall have the meaning ascribed to it in Clause 6.1.2 of this Agreement;
- 1.1.26. **"RERA Transaction Account"** shall have the meaning ascribed to it in Clause 6.1.3 of this Agreement;
- 1.1.27. **"Taxes"** shall mean any taxes, duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Governmental Authority in India, including in relation to (a) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof;
- 1.1.28. **"Term"** shall have the meaning ascribed to it in Clause 19.3;
- 1.1.29. **"Third Party(ies)"** shall mean any Person other than a Party;
- 1.1.30. **"Total Revenues"** shall mean all incomes/revenues generated from the Project Land or the Project by the Developer from the sale/lease/disposal of the Units including money received / receivable from the Purchasers of the Units;
- 1.1.30.1 **"Net Revenues"** shall be calculated as Total Revenues minus the following: any interest received or to be received, external development charges, car parking charges, power back-up infrastructure charges, external electrification charges, firefighting equipment charges, club

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charges, Usage Charges, meter connection charges, interest-free maintenance security, Preferential location charges("PLC"), GST receivable from Purchasers of the Units and annual maintenance charges;

- 1.1.31. **"Settlement Of Accounts"** shall refer to the Landowner receiving the entire consideration from the Developer, as outlined in this agreement;
- 1.1.32. **"Units"** shall mean any identified or demarcated area of the Project to be developed by the Developer over the Project Land which is capable of being marketed or sold independently;
- 1.1.33. **"Usage Charges"** shall mean all charges paid / payable by the Purchasers of the Units for usage of the common areas and facilities of the Project including maintenance deposits and charges, club charges, advertisement charges, power backup charges, event management charges, event rentals etc.

1.2. Interpretation

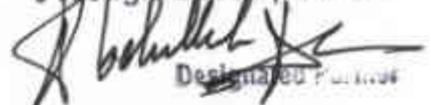
In this Agreement, unless the contrary intention appears:

- 1.2.1. Any reference herein to any Clause, Schedule, Annexure or Exhibit is to such Clause of or Schedule, Annexure or Exhibit to this Agreement. The Schedules, Annexure and Exhibits to this Agreement shall be deemed to form part of this Agreement;
- 1.2.2. References to a Party shall, where the context permits, include such Party's respective successors and permitted assigns and in the case of individuals will include their legal representatives, heirs and permitted assigns;
- 1.2.3. The headings or interpretation are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.4. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 1.2.5. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;
- 1.2.6. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment

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(whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;

- 1.2.7. Reference to the word "include" shall be construed without limitation;
- 1.2.8. The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and "direct or indirect" shall have the correlative meanings;
- 1.2.9. If an act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day;
- 1.2.10. Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

2. PURPOSE AND SCOPE

- 2.1. This Agreement delineates the terms and conditions for facilitating the grant and transfer of the Development Rights by the Landowner in respect of the Project Land in favour of the Developer solely for the purposes of construction, development, marketing, launch and sale of the Project for the Consideration contemplated and in accordance with the terms and conditions stated hereunder.

3. GRANT OF DEVELOPMENT RIGHTS

- 3.1. On and from the Execution Date, the Landowner grants and transfers the Development Rights to the Developer on an exclusive basis along with vacant and peaceful possession of the Project Land and all other ancillary and incidental rights as set forth in this Agreement to develop the Project on the Project Land, as per the terms and conditions of this Agreement.
- 3.2. The Landowner agrees that the Developer is solely entitled to implement and develop the Project at its own cost and expense including but not limited to the quality, cost, construction, design, layout, aesthetics, marketing etc., and shall have all the rights as may be necessary, or required by the Developer to manage, undertake and co-ordinate, inter-alia, the implementation, development, marketing

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and sale of the Units of the Project provided that the Developer continues to perform its obligations under this Agreement.

- 3.3. Simultaneously with the execution of this Agreement, the Landowner has handed over the vacant and peaceful possession of the Project Land to the Developer exclusively for the development of the Project and the Landowner agrees that the Developer shall have the unfettered right to enter upon the Project Land directly or through its associates, nominees, Contractors and/or partners, to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the Project on the Project Land.
- 3.4. The Landowner shall, from time to time, and at the sole cost and expense of the Developer, execute such further agreements/documents, do all such acts and assist the Developer, as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. Further, the Landowner agrees and undertakes not to do anything directly or indirectly which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Project Land, in any manner.

4. DEVELOPMENT OF THE PROJECT

- 4.1. Subject to the terms and conditions of this Agreement, the Developer agrees to develop, construct, operate and market the Project on the Project Land, at its sole cost and expense, and without requiring the Landowner to contribute any amount towards the development, construction, operation and marketing of the Project.
- 4.2. The Developer shall obtain the requisite Approvals, including but not limited to the registration of the Project in accordance with RERA with the UPRERA, within [2] months from the Execution Date and shall commence the construction and development of the Project within [3] months from the receipt of the necessary Approvals pursuant this Clause 4.2.
- 4.3. The Developer shall achieve Completion of the Project within 48 months from the date of registration of the Project under RERA ("**Completion Date**") and no later than six months after the Completion Date ("**Grace Period**").

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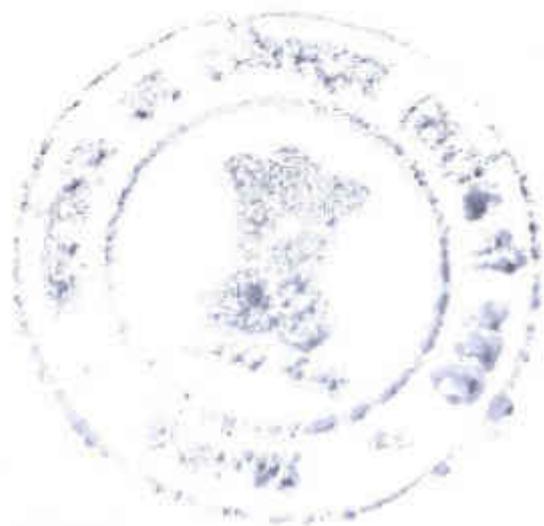
- 4.4. The Developer shall undertake the construction, development and marketing of the Project on the Project Land in accordance with Applicable Laws and Approvals.
- 4.5. The Developer shall be entitled to exercise its rights under this Agreement till such time it continues to perform its obligations as set out in this Agreement.
- 4.6. The Parties agree that the Developer shall have the sole and exclusive right to change the name of the Project, to create trademarks and branding for the Project and the Landowner shall not have any objection to the same. In addition, the Landowner shall not make any claim over the trademarks or any other intellectual property created by the Developer for the Project and the ownership of the trademarks or any other intellectual property created by the Developer in respect of the Project shall remain solely with the Developer and the Developer may authorize its usage by other Parties subject to sole, absolute and unfettered discretion of the Developer on such terms and conditions as deemed appropriate by the Developer in its sole discretion.
- 4.7. The Project shall be developed, implemented, marketed and driven solely by the Developer, either through itself or through its development managers and / or Contractors and for fulfilment of its obligations under this Agreement, that it shall appoint at its sole discretion. The Developer shall be solely entitled to (a) select the materials, equipment to be used for development and other related techniques of construction, etc.; (b) determine the design, layout, quality, cost, aesthetics, landscaping and architecture of the Project; (c) select any relevant Contractors at its discretion; and (d) to do all such things as it in its sole discretion deems appropriate in relation to its rights, entitlements and obligations in the Project.
- 4.8. The Developer shall have the sole right to appoint Contractors, architects and/or structural engineers for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities.
- 4.9. The minimum saleable area in the Project shall be [245,000] square feet and the Developer shall ensure that [245,000] square feet of the saleable area is achieved.

5. CONSIDERATION

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5.1. In lieu of the grant and transfer of Development Rights and the performance of the obligations of the Landowner set out in this Agreement or Applicable Laws, the Developer shall pay an amount equivalent to 26.38% of the Net Revenues (hereinafter referred to as the "**Consideration**") to the Landowner in the following manner:

5.1.1. At the end of every 21 days, the Developer shall transfer (through RTGS/electronically) to the Landowner an amount equivalent to 26.38% of the Net Revenues collected by the Developer in the immediately preceding 21 days.

5.1.2. Subsequent to the transfer of 26.38% of Net Revenues to the Landowner as specified in clause 5.1.1, the Developer shall retain the balance of Total Revenue as their share, in compliance with the obligations outlined in this Agreement.

5.2. If the Developer fails to pay the Consideration as per the terms of this Agreement, the Developer shall be liable to pay a delay penalty @ 12% p.a. on the delayed amounts.

6. RERA ACCOUNTS

6.1. The Developer shall open the following accounts for the Project:

6.1.1. RERA Collection Account: The Developer shall open and maintain a current account (hereinafter referred to as the "**RERA Collection Account**") with a scheduled commercial bank in which the entire amount of the funds received from the Purchasers of the Units shall be deposited pursuant to the RERA Act. At the end of every Business Day, the entire amount of funds lying to the credit of the RERA Collection Account shall be transferred to the RERA Separate Bank Account and the RERA Transaction Account in the ratio of 70:30. The RERA Collection Account shall be operated solely by the Developer.

6.1.2. RERA Separate Bank Account (70%): The Developer shall open and maintain a current account (hereinafter referred to as the "**RERA Separate Bank Account**") with a scheduled commercial bank in which 70% of all monies from the RERA Collection Account shall be transferred in terms of clause 6.1.1 above. The Developer shall sign and / or obtain necessary declarations / certificates as may be required under and strictly in accordance with the RERA Act for withdrawal of monies lying in the RERA Separate Bank Account for utilization as agreed in the manner provided in this Agreement. The RERA Separate Bank Account shall be operated solely by the Developer.

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- 6.1.3. RERA Transaction Account (30%): The Developer shall open and maintain a current account (hereinafter referred to as the "**RERA Transaction Account**") with a scheduled commercial bank. 30% of the monies lying in the RERA Collection Account shall be transferred in terms of clause 6.1.1 above.
- 6.2. Each of the Parties agree that they shall have the viewing rights to the aforesaid accounts and also right to take account statements as and when required.
- 6.3. The Developer agrees and undertakes that the aforesaid mechanism set out for opening, maintaining and operating of the bank accounts may be amended / altered only with the mutual written prior consent of the Parties.
- 6.4. The Parties shall reconcile the amounts lying in the accounts created pursuant to this Clause 6 on a monthly basis, unless otherwise mutually agreed in writing by the Parties. In case any Party receives an amount in excess of its entitlement under this Agreement, it shall immediately refund such excess to such Party which has received the revenues short of its actual entitlement under this Agreement. Similarly, in case of any shortfall in the amount received by the Landowner, the said shortfall shall be paid by the Developer to the Landowner within 3 days of the aforesaid reconciliation.
- 6.5. Each Party shall bear and pay its own income tax arising out of income received by it pursuant to this Agreement and no Party shall bear and pay the income tax pertaining to any other Party in respect of income derived by such Party pursuant to this Agreement.
- 6.6. The GST, if applicable, on the arrangement set out in this Agreement shall be borne and paid by the Developer or in any such manner as required under the Applicable Laws.

7. MAINTENANCE OF THE PROJECT

- 7.1. The Parties agree that Developer or any other agency appointed by the Developer shall be responsible for the maintenance of common areas and facilities of the Project till the time the Project is handed over to the welfare association(s) formed by the Purchasers of the Units.

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7.2. A separate agreement ("**Maintenance Agreement**"), for maintenance of the common areas and facilities of the Project, shall be executed between the Developer, the maintenance agency so appointed in his regard and the association formed by the Purchasers of the Units in the Project.

8. **TITLE DOCUMENTS OF THE PROJECT LAND**

8.1. The Landowner shall, subject to the Developer providing a written notice of two [2] Business Working Days in advance, provide a copy of land title documents in respect of the Project Land to the Developer as and when the said documents are required to be provided. It is clarified that the custody of the original title documents in respect of the Project Land shall always remain with the Landowner.

9. **RERA REGISTRATION AND COMPLIANCE**

9.1. The Developer shall apply for and obtain registration of the Project (in one phase or multiple phases) under the provisions of RERA. In case the Project is developed in different phases, then each such phase shall be deemed to be an independent phase and provisions of this Agreement shall apply to each such project.

9.2. The Developer shall launch the Project only after registration of the Project under RERA.

9.3. The Landowner undertakes to facilitate and provide all the details available with it, as required under RERA and/or any Governmental Authority for registration of the Project.

9.4. The Developer shall be designated as the promoter of the Project under the provisions of RERA.

9.5. The Developer shall be responsible for complying with all provisions of RERA and other Applicable Laws in respect of the Project.

9.6. Each Party agrees to undertake all its obligations under this Agreement in a manner that the Project is compliant with RERA at all times. Any penalty or implication or consequence due to non-compliance of the provisions of RERA in respect of the Project on the Project Land shall be borne and met by the relevant Party the non-compliance of RERA on whose part resulted in such penalty or implication being imposed under RERA.

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- 9.7. The Developer shall provide the RERA with an undertaking, concurrent with the Project registration, confirming that the Developer alone shall assume the role of Promoter and be accountable for any breach of the provisions of the Act. Additionally, the developer must furnish the landowner with a copy of the undertaking submitted to RERA.

10. BRANDING AND MARKETING OF PROJECT

- 10.1. The Developer shall have the exclusive right and entitlement of marketing and branding the Project. All decisions regarding the marketing (including branding, sales, product mix, advertising, promotions) shall be taken by the Developer alone. The logos determined solely by the Developer shall appear in all the marketing and sales collaterals, signboards, billboards, promotional materials, brochures etc.
- 10.2. The Developer shall be entitled to retain 5% of the Consideration towards the marketing of the Units of the Project on behalf of the Landowner ("Marketing Charges").
- 10.3. Notwithstanding anything contained in this Agreement, the Parties shall jointly decide and finalise:
- 10.3.1. the pricing of the Units in advance for the following 3 months after the registration of the Project under RERA and shall jointly review/adjust the pricing of the Units thereafter for every quarter; and
- 10.4. There shall be no alteration/amendment to the documents referred to in Clause 11.2 without the mutual written consent of the Parties.
- 10.5. The Parties agree that the Project shall be launched and marketed under the name "*Prestigia – Height of Luxury*".
- 10.6. All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all marketing and selling materials will be at the discretion of the Developer and contents of all advertisement/marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement/ marketing materials etc. shall be in such formats as may be decided by the Developer. Notwithstanding anything contained in this Clause 11, the Developer agrees that all advertising/marketing materials shall mention that the Project was

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constructed and developed on land which is owned by the Landowner.

10.7. In furtherance of the above, the Developer shall have complete control over determination of the marketing plans for the Project. The Developer, as it may deem appropriate shall accordingly prepare a marketing plan for the Project taking into account the stage of development of the Project, the schedule of development of the Project and market conditions.

10.8. In the event the Developer requires the Landowner to execute any deed of declaration or any other document with respect to the Units in favour of Purchaser(s), then the Landowner shall execute the same within 3 (three) Business Days of receiving intimation in this regard from the Developer.

11. COVENANTS OF THE PARTIES

11.1. The Developer hereby covenants to the Landowner that:

11.1.1. The Developer shall obtain, at its own cost and expense and without seeking any reimbursement from the Landowner, any and all Approvals required under the Applicable Law for construction, development and marketing of the Project on or before the Execution Date and keep all such Approvals renewed/maintained throughout the duration of this Agreement or the Completion Date, whichever is later.

11.1.2. From the Execution Date, the Developer shall pay all Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments in respect of the Project Land due and payable after the Execution Date and for the construction, development and marketing of the Project to any Governmental Authority or other statutory body or agency. Any Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments in respect of the Project Land for the period prior to and upto the Execution Date shall be borne and paid by the Landowner in respect of the Project Land. If the Landowner fails to make the said payments in full, the Developer shall be entitled to make the said payments and adjust the said amount paid from the Net Revenue.

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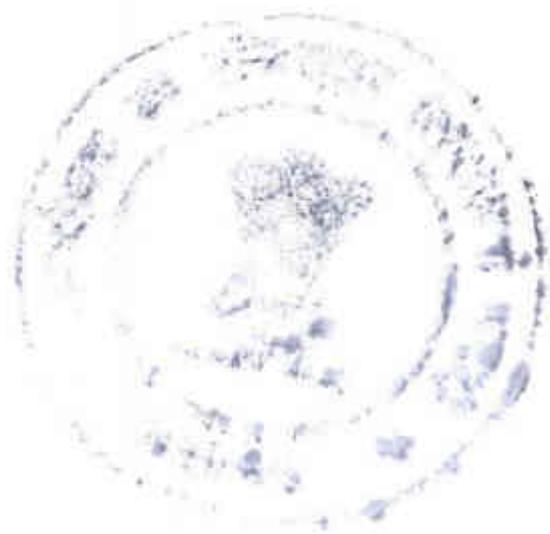
- 11.1.3. The Developer shall use the Project Land only for the purpose of construction, development and marketing of the Project and sale of the Units comprised thereunder.
- 11.1.4. The Developer shall be responsible for and shall bear all the cost, charges and expenses of any nature whatsoever in relation to the construction, development, marketing, sale and maintenance of the Project.
- 11.1.5. The Developer shall provide all information and documents, as may be required by other Parties, relating to the Project to ensure that the Project is developed and constructed in compliance with Applicable Laws and the Developer is performing its obligations under this Agreement, in addition the above, the Developer shall provide quarterly updates to the Landowner regarding status of construction and collections made by the Developer in respect of the Project.
- 11.1.6. During the course of development, construction and marketing of the Project, the Developer shall protect the Project Land and structures/Units constructed thereon and not allow any trespassers or encroachments on the Project Land or structure constructed thereon.
- 11.1.7. The Developer shall comply with all the Applicable Laws and the Approvals in development, construction and marketing of the Project over the Project Land.
- 11.1.8. The Developer, if required by landowner, may obtain approvals from the Landowner in respect of all documents and agreements which would be signed by/with the Purchasers of the Units in the Project, including but not limited to, agreements for lease, sale deeds, license agreements, and any ancillary documents. The Developer agrees that the said documents shall incorporate such terms and conditions that clarify that liabilities of any nature whatsoever towards the Purchasers shall only be borne solely by the Developer.
- 11.1.9. The Developer shall be obligated to maintain the Approvals and get it renewed from time to time, such that the progress of the Project is not adversely affected. However, the cost for such renewals shall be borne and paid from the head of expenses of the Project.

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11.1.10. The Developer shall ensure Settlement of Accounts between the Parties to their satisfaction in terms of this Agreement.

11.2. The Landowner covenants to the Developer as follows:

11.2.1. In order to facilitate the construction, development and marketing of the Project and obtaining of Approvals by the Developer, the Landowner shall, if required, execute special power of attorney(ies) in favour of the Developer or any of its nominees by the Developer upon fulfilment of obligations for the purposes of representing it before the concerned Governmental Authorities.

11.2.2. The Landowner shall also sign, seal and deliver such other documents as may reasonably be required by the Developer for the purpose of undertaking the construction, development and marketing of the Project and/or obtaining the Approvals by the Developer and/or for the purpose of transferring, leasing, licensing, assigning, alienating, or in any other manner dealing with or disposing off the Units on the Project Land.

11.2.3. The Landowner hereby permits the Developer to do all such acts, deeds and things as may reasonably be required for the construction, development and marketing of the Project including inviting tenders and offers for the purpose of construction, development and marketing of the Project, enter into contracts for supply of material, labour and for all other services and to engage architects, engineers, Contractors, floriculturists, horticulturists, landscapers and other Person for the construction, development and marketing of the Project in accordance with the sanctioned plans for the Project and on such terms and conditions and for such remuneration as the Developer may deem fit and in general to enter into, make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, documents, indenture etc., which are necessary for the construction, development and marketing of the Project. Provided that, the Developer shall ensure that all arrangements/agreements between the Developer and Contractors/Persons for and in relation to construction, development and marketing of the Project shall not be inconsistent with the terms of this Agreement. Provided

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further that the Developer shall be solely responsible for all payments to be made to any such Contractors/Persons and shall indemnify and keep the Landowner indemnified and harmless from and against any and all Claims that are incurred by the Developer, insofar as such Claims directly arise out of, in any way relate to or result from the non-performance by the Developer of its obligations to such Contractor/Person including non-payment of any monies to such contractor/operator/person/entity.

11.2.4. The Landowner shall not sell/ mortgage/ alienate or otherwise create any Encumbrance either on whole or part of the Project Land or structures constructed thereon, without prior written consent of the Developer except as provided in this Agreement.

11.2.5. The Landowner shall not offer, directly or indirectly, the Project Land for development to any other Person except in case of termination of this Agreement or except as provided in this Agreement.

11.2.6. The Landowner shall not undertake such acts which have an adverse effect on the Project or the Project Land.

11.2.7. The Landowner shall not do or omit to do any act or deed which may affect the validity of any of the Approvals.

11.2.8. The Landowner undertakes to appear and represent as and when required by the Developer before any Governmental Authority and make necessary commitments and give undertakings (in consultation with the Developer), as may be required for all the purposes relating to development, construction and marketing of the Project as contained in this Agreement.

11.2.9. The Landowner shall remove all the existing Encumbrances, if any, from the Project Land, promptly and at its own cost and expense.

12. REPRESENTATIONS AND WARRANTIES

12.1. Each Party represents and warrants to the other Party that:

12.1.1. It is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation;

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12.1.2. It has full power and authority to enter into, execute and deliver this Agreement and to perform the actions contemplated hereby;

12.1.3. The execution and delivery of this Agreement and the performance of the actions contemplated herein has been duly authorized by all necessary corporate-or other actions of such part;

12.1.4. This Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms;

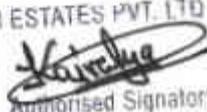
12.1.5. The execution, delivery and performance of this Agreement by such Party and the performance of the actions contemplated hereby will not: (a) violate any provision of its organizational or governance documents; (b) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority (c) conflict with or result in any material breach or violation of any of the terms and conditions of/or constitute (or with notice or lapse of time or both constitute a default under, any instrument, contract or other agreement to which it is a Party or by which it is bound, (d) violate any order against, or binding upon it or upon its respective securities, properties or businesses; or (e) violate any Applicable Law;

12.2. The Landowner represents and warrants to the Developer that:

12.2.1. The information stated by the Landowner under this Agreement is true, correct, accurate and complete to the extent of its knowledge in all aspects;

12.2.2. It is the absolute and lawful owner of the Project Land having good, valid, clear and marketable title thereto free with unencumbered, unrestricted and uninhibited right of alienation over the Project Land and there is no impediment on the Landowner to enter into this Agreement and perform the transaction contemplated hereunder;

12.2.3. The Landowner is the absolute owner of, and have good, valid, clear and marketable title to Development Rights of the Project Land, with unencumbered, unrestricted and uninhibited right of alienation over the Development Rights

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 Designer



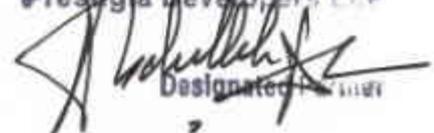
and there is no impediment on the Landowner to enter into this Agreement and perform the transaction contemplated hereunder;

- 12.2.4. It has not received any notice or other written communication from any Person (including any Governmental Authority having jurisdiction) in relation to the Project Land including in relation to the its rights, titles or interests over the Project Land / Development Rights or threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Project Land and the Development Rights;
- 12.2.5. There is any pending condemnation or similar proceeding affecting the Project Land nor it has any- knowledge that any such proceeding is contemplated in relation to the Project Land;
- 12.2.6. There is no pending or threatened litigation affecting the Project Land;
- 12.2.7. There is no contract, agreement, lease, power of attorney or any other document, other than contained this Agreement, executed by it in favour of any Third Party in transferring in any manner any of its rights, title, interest in relation to the Project Land;
- 12.2.8. It has paid all the Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments outstanding till the date of execution and registration of this Agreement in respect of the Project Land to the concerned Governmental Authority or statutory body or agency;
- 12.2.9. There are no tenants or occupants, authorized or unauthorized, on the Project Land and no other person has any claim in respect of the same;
- 12.2.10. The Project Land is not covered/ affected by any reservation or order of any Governmental Authority which may have an adverse effect on such portion of Project Land;

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- 12.2.11. It has not done any act, matter or thing, which would or might constitute a breach of any orders, regulations and by-laws (statutory or otherwise) made by the Governmental Authorities, from time to time, in respect of the Project Land;
- 12.2.12. It has complied with all Applicable Laws, in respect of the Project Land. It has not received any notice or other communication from any Governmental Authority in relation to the Project Land, from which it appears that it is in violation of any Applicable Law;
- 12.2.13. The Project Land is not subject to any outstanding liability for the payment of any outgoing of a recurring nature except municipal charges, water charges, sewerage charge and all such outgoings are paid up to the date of execution of this Agreement, and none is in dispute, and in case any such amount is found due after the date of this Agreement, it shall ensure that the same is paid in timely manner;
- 12.2.14. All dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any Governmental Authority, local authority and/or any civic authorities/agencies or industrial associations in respect of the Project Land till the Execution date, have been duly paid and deposited and nothing is outstanding;
- 12.2.15. Neither the Project Land nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body;
- 12.2.16. There is no covenant, restriction, burden or stipulation affecting the Project Land which conflicts with its present use or the intended use in terms of this Agreement or affects its value;

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12.2.17. There are no hazardous chemicals, materials stored under the Project Land which could affect the Development by the Developer;

12.2.18. All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer and continues to be, true, complete and accurate in all respects and not misleading in any manner;

12.2.19. The Project can be developed on the Project Land and there are no impediments or circumstances which shall hinder, interrupt, restrict the Development of the Project on the Project Land or adversely affect the Project in any manner;

12.2.20. Each Party acknowledges that other Parties have entered into this Agreement on the basis of the representation and warranties provided by such Party, as contained in this Clause 12 of this Agreement.

12.3. Each Party undertakes to notify the others in writing promptly, if it becomes aware of any fact, matter or circumstance, which would cause any of the representations or warranties given by it, to become untrue, inaccurate or misleading in any material respect.

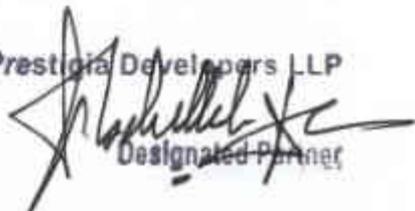
12.4. Each Party represents and warrants to the others that the representations, warranties, undertakings, covenants and obligations of each Party under this Agreement, constitute valid and sufficient consideration for each of the transactions envisaged under this Agreement.

13. FORCE MAJEURE

13.1. The Developer may not be liable to fulfil its obligations under this Agreement towards the Landowner due to occurrence of any Force Majeure, and accordingly, on occurrence of such Force Majeure event and during the subsistence of the Force Majeure event, the Developer shall be entitled to extension of time equivalent to the period of subsistence of Force Majeure for fulfilment of its

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obligations under this Agreement and the Developer is not liable towards the Landowner in any manner for any delay caused in the Project due to such Force Majeure event.

13.2. On occurrence of the Force Majeure Event, the Developer shall inform the Land Owner about the onset of the Force Majeure Event within a period of 7 Business Days from the date of such occurrence.

13.3. The Completion Date shall stand automatically extended for the time during which the Force Majeure Event was in force provided that Developer complies with the provisions of clause 9.2 above. It is further clarified that no liability towards the Landowner shall fall upon the Developer for delay due to a Force Majeure Event. The Developer shall not be obligated to pay to the Landowner any delay interest or penalty in case the Project is not completed within the Completion Date.

13.4. For the purpose of this Agreement, the Force Majeure shall mean any of the following events/ circumstances or combination thereof which adversely affects the ability of the Parties hereto to fulfil their respective obligations under this Agreement for a continuous period of 15 Business Days:

13.4.1. acts of God e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters;

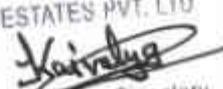
13.4.2. explosions or accidents, air crashes, nuclear radiation, sabotage;

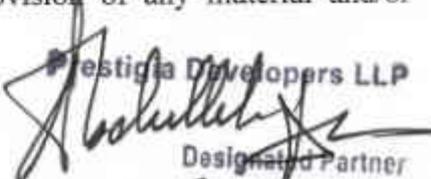
13.4.3. strikes or lock-outs in government departments connected with the Project causing delay in obtaining the Approvals;

13.4.4. civil war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army, pandemic like COVID-19;

13.4.5. acts or orders passed by Government and other authorities, courts, tribunals which suspends/stops the development of the Project and the course of or stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or

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Designated Partner



power, which is instrumental to the continuance of this Agreement; or

13.4.6. Any change in applicable laws adversely affecting the development of the Project.

13.5. However, the Force Majeure event shall not include an event which has arisen or occurred because of any action or omission on the part of the Party claiming benefit of such Force Majeure event.

14. INDEMNITY

14.1. Each of the Parties agree to indemnify, defend and hold harmless the other Party from and against any and all Claims (excluding consequential losses) suffered or incurred or which may be incurred by such Party arising at any time and in any manner whatsoever, including:

14.1.1. Any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party.

14.1.2. Any breach or non-performance (in whole or in part) by such Party of any of their covenants, agreements or obligations contained herein.

14.1.3. The Developer hereby agrees to indemnify, defend and hold the Landowner harmless on account of any Claims suffered or incurred or which may be incurred by it due to any non-observance or any act of omission or commission by the Developer resulting into violation of the RERA Act or any such Applicable Law in the construction, development and operation of the Project.

14.1.4. The indemnification rights of a Party under this Agreement are independent of, and in addition to the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

15. GOVERNING LAW AND JURISDICTION

15.1. This Agreement, its performance and any dispute or Claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of India.

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Presidia Developers LLP


Designated Partner



15.2. All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement ("**Dispute**"), shall at the first instance be resolved through good faith negotiations between the senior officials of the Parties to such Disputes, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation. If the Parties are unable to resolve the Dispute in question within 30 Business Days of the commencement of such negotiations, then the Dispute shall, unless the Parties to such Dispute otherwise agree in writing, be referred to and finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996. Each of the Parties to the Dispute shall jointly appoint Arbitrator. The Parties shall bear the fees and costs of the Arbitrator appointed by them equally. The seat and venue of such arbitration shall be at Lucknow and the arbitration proceedings shall be conducted in English language. The arbitral award shall be in writing, shall state the reasons for the award, and shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorney's fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

15.3. Subject to clause 15.2 above, the Parties irrevocably submit to the exclusive jurisdiction of the courts at Lucknow.

16. NOTICE

16.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated in the array of the Parties or any other address subsequently notified to the other Parties for the purposes of this Agreement.

16.2. Any notice, approval, instruction or other communication shall be deemed to be effective in the case of personal delivery at the time of delivery and in case of delivery by courier or registered post after a period of 3 Business Days from the date of dispatch and in the case of facsimile immediately after receipt of a transmission report confirming delivery (except that the court documents may not be served by facsimile).

FOR MASTERCALAN ESTATES PVT. LTD


Authorized Signatory

Prestigia Developers PVT. LTD


Designation: Project Manager



16.3. By giving to the other party a written notice, the Parties hereto and their respective successors and assigns will have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each will have the right to specify as its address any other address.

17. GENERAL

17.1. Except as otherwise set out in the Agreement, the Agreement is being entered into on a principal-to-principal basis by the Parties and shall not constitute the Developer as the legal representative or agent of the other Party.

17.2. The Developer shall not have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Parties (except to the extent permitted under this Agreement). Except as may be specifically provided in this Agreement, the Landowner shall not assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission to act of, the Developer howsoever or whenever arising.

17.3. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

17.4. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

17.5. No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

17.6. Except as otherwise agreed in this Agreement, none of the Parties shall assign any or all of its rights arising out of this Agreement without prior written consent of the other Party.

17.7. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be

FOR MANGALAM ESTATES HVT. 1111


Authorised by: 2027


Prestige Developers LLP
Designated Partner



effective unless made in writing and signed by an authorised representative of the waiving Party.

17.8. Each Party will bear its own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement and all other documents contemplated herein. The Developer shall solely pay the stamp duty and registration charges, if any, required for registration of this Agreement.

17.9. If any provision of this Agreement is invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

17.10. This Agreement shall endure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

17.11. Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the actions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Government Authority is required for any of the arrangements under this Agreement to be affected, each Party will use all reasonable endeavours to obtain such approval.

17.12. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

17.13. The Parties agree and acknowledge that the provisions of this Agreement are reasonable and are in accordance with the discussion between the Parties pertaining to the subject matter hereof.

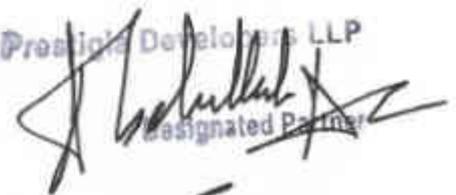
17.14. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

18. TERMINATION

FOR MANGALAM ESTATES PVT. LTD


Authorised Signatory

Prestige Developers LLP


Designated Partner



- 18.1. The Developer and Landowner agrees that the performance of its obligations under this Agreement is the essence of this Agreement and non-performance thereof, shall entitle either party to terminate this Agreement. However, before exercising any right to terminate this Agreement, the party exercising its right shall provide 3 months period to the defaulting party to cure such non-compliance in case of first non-compliance and 15 days period to cure any subsequent non-compliance.
- 18.2. The Parties may at any time during the subsistence of this Agreement, mutually agree to terminate this Agreement.
- 18.3. This Agreement shall come into force on the Execution Date and shall remain in subsistence till Settlement of Accounts as per the terms of this Agreement ("**Term**").

19. **CONFIDENTIALITY**

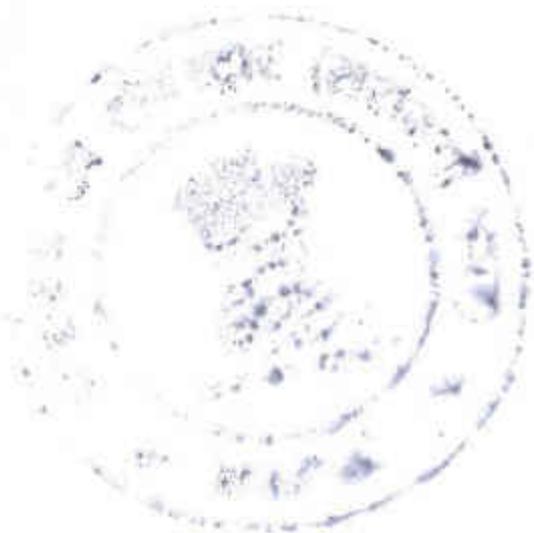
- 19.1. This Agreement, the existence, contents hereof and all information exchanged between the Parties under this Agreement or in the course of preparation, finalization of this Agreement, the terms and conditions hereof and the negotiations preceding this Agreement, (whether conveyed in writing, orally or in any other form and whether such information is furnished before, on or after the date of this Agreement) and whether or not such information is, expressly or impliedly, stated or marked to be 'confidential' ("**Confidential Information**"), is confidential and shall not be disclosed to any Person who is not a party hereto. Each Party shall hold in strictest confidence, shall not use or disclose to any Person who is not a party hereto, and shall take all necessary precautions to secure any Confidential Information of the other Party. Notwithstanding the foregoing, the Parties shall be entitled to disclose Confidential Information in the following circumstances:

- 19.1.1. to employees, agents, legal advisers, auditors and other consultants of a Party on a need-to-know basis provided such persons undertake to be bound by similar confidentiality obligations to those set forth under this Clause or are otherwise bound by confidentiality obligations;
- 19.1.2. with the prior written consent of the other Party;
- 19.1.3. where such Confidential Information is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information and except where the

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Designated Partner



Party knows that the source has this information as a result of a breach of a confidentiality obligation;

- 19.1.4. where such Confidential Information is required to be disclosed by a Party pursuant to Applicable Law or the rules of any relevant stock exchange or is required to be given to a Governmental Authority by such Party; Provided that the disclosing Party shall, if permissible and practicable, provide the other Parties with prompt written notice thereof so that they may seek (with the cooperation and reasonable efforts of the disclosing Party) a protective order, confidential treatment or other appropriate remedy, and in any other event shall furnish only that portion of the information which is necessary for the purpose at hand;
- 19.1.5. where such Confidential Information is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, provided prior notice of such disclosure is given to the other Parties;
- 19.1.6. where such Confidential Information is generally and publicly available;
- 19.1.7. where such Confidential Information is required to be disclosed by the disclosing party to any lenders or Third Party so long as it is necessary for execution and completion of the Project and after prior consultation with Landowner.

20. COUNTERPARTS

- 20.1. This Agreement shall be executed in two counterparts, all of which shall constitute and form one and the same instrument.

21. SEVERABILITY

- 21.1. A provision contained in this Agreement is enforceable independent of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

22. ALTERNATIVE

- 22.1. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect due to legal constraints under applicable Laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended.

FOR MANGALAM ESTATES PVT. LTD


Authorised Signatory


Designated Signatory



23. WAIVER

23.1. The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

24. STAMP DUTY

That particulars which are required under Section-21, Registration Act for proper evaluation of the property hereby conveyed the calculation is as follows:

That Plot on Part of land bearing Khasra no. 221(P) admeasuring 0.1069 Hec out of total area admeasuring 0.2710 Hec & Khasra no. 220 (P) admeasuring 0.3923 Hec out of total area admeasuring 0.6880 Hec, grand total admeasuring 0.4992 Hectare, which is equivalent to 4992 square metres, which is Situated at Gram- Sarasawan, Pargana and Tehsil- Sarojani Nagar, District-Lucknow. The rate notified by the Collector in furtherance of notification No. SR-2114/II/97-1306/95 dated 8.7.97 with effect from 15.12.2015, which comes in "Urban Area" is fixed at Rs.8800/- per sq.mt (being situate on 45 metre wide road), as such the valuation comes as under :-

1.	Value of first 1000 square metres @ Rs.88,00/- per sq.mt.	Rs. 88,00,000.00
2.	Value of remaining 3992 square metres @ Rs.6160/- per sq.mt., after taking rebate by 30% in actual rate	Rs.2,45,90,720.00
	Total Market value	Rs.3,33,90,720.00

As such the total stamp duty of Rs. 23,38,000/- is being paid on DM circle rate, as per notification no. S.V.K.N. -5-2756 / 11-2008-500 (165) / 2007 dated 30.06.2008 issued by the Governor of Uttar Pradesh Shasan Sansthaat Vitt Kar Evam Nibandhan Anubhag-5 vide E-Stamp Certificate No.IN-UP01164834976629W dated-19.03.2024 for Rs.13,23,100/- and E-Stamp Certificate No.IN-UP03490092239486W dated-21-03-2024 for Rs.10,14,900/-.

FOR MANGALAM ESTATES PVT. LTD


Authorised Signatory


Designated Partner

आवेदन सं०: 202401041014098

विक्रय अनुबंध विलेख (विल्डर)

वही सं०: 1

रजिस्ट्रेशन सं०: 10075

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 2338000 बाजारी मूल्य - 33391000 पंजीकरण शुल्क - 333910 प्रतिलिपिकरण शुल्क - 160 योग : 334070

श्री मेसर्स प्रेसटीजीय डेवलपर्स एलएलपी द्वारा
 मोहम्मद अब्दुल्लाह मुश्ताक अधिकृत पदाधिकारी/ प्रतिनिधि
 पुत्र श्री मुश्ताक अली खान
 व्यवसाय : अन्य
 निवासी: पेन्ट हाउस -ए पंचम तल मिराई रेजीडेंसी ए-19 निराला नगर लखनऊ



श्री. मेसर्स प्रेसटीजीय डेवलपर्स एलएलपी द्वारा
 मोहम्मद अब्दुल्लाह मुश्ताक
 अधिकृत पदाधिकारी/ प्रतिनिधि
 ने यह लेखपत्र इस कार्यालय में दिनांक
 21/03/2024 एवं 02:28:09 PM बजे
 निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रीति विक्रम
 उप निबंधक :सरोजनीनगर
 लखनऊ
 21/03/2024
 वीरिन्द्रनाथ पाण्डेय
 निबंधक लिपिक
 21/03/2024



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written in presence of the following witnesses.

Witnessed by:

1)



(Shiv Prakash Awasthi)
S/o Mr. Rajni Kant Awasthi
R/o- 269/74, Birhana Pandeyganj
City, Lucknow, U.P.

For And On Behalf of the
Landowner
M/S MANGALAM ESTATES
PRIVATE LIMITED

FOR MANGALAM ESTATES PVT. LTD



Authorized Signatory

(Kaivalya Jain)
authorized signatory
First Party

Witnessed by:



(Somnath Rai)
S/o- Mr. Ravindra Nath Rai
R/o- 2041/6, Indira Nagar,
Lucknow, U.P.

For And On Behalf of the Developer
M/S PRESTIGIA DEVELOPERS
LLP



Designated Partner
(Mohammed Abdullah Mushtaq)

authorized signatory
Second Party

Charan D.S. Bedi
Advocate

Drafted and verified at Law office of :
(Charan D.S. Bedi), Advocate
Mobile : 9935717131



SCHEDULE I**Complete Details of the Project Land**

Plot on Part of land bearing Khasra no. 221(P) admeasuring 0.1069 Hec out of total area admeasuring 0.2710 Hec & Khasra no. 220 (P) admeasuring 0.3923 Hec out of total area admeasuring 0.6880 Hec Grand total admeasuring 4992 square metres which is situated at Gram- Sarasawan, Pargana and Tehsil- Sarojani Nagar, District-Lucknow, Bounded as Below: -

East : [Part of Khasra No. 220]

West : [Part of Khasra No. 221]

North : [Part of Khasra No. 209 and 210]

South : [45 Mtr Wide Master Plan Road]

FOR MANGALAM ESTATES PVT. LTD.

authorised signatory

Prestige Developers LLP

Designated Partner

आवेदन सं०: 202401041014098

वही सं०: 1

रजिस्ट्रेशन सं०: 10075

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री मेसर्स मंगलम इस्टेट प्रा.लि. के द्वारा कैवल्य जैन,
पुत्र श्री अजीत जैन

निवासी: 560/61 कृष्ण नगर कानपुर रोड वीटीसी
मानस नगर लखनऊ

व्यवसाय: अन्य

क्रेता: 1



श्री मेसर्स प्रेसटीजीय डेवलपर्स एलएलपी के द्वारा
मोहम्मद अब्दुल्लाह मुश्ताक, पुत्र श्री मुश्ताक अली
खान

निवासी: पेन्ट हाउस -ए पथ तल मियर्ब रेसीडेन्सी
ए-19 निराला नगर लखनऊ

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री शिव प्रकाश अवस्थी, पुत्र श्री रजनी कांत अवस्थी /

निवासी: 269/74 बिरहाना पाण्डेयगंज सिटी लखनऊ

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री सोमनाथ राय, पुत्र श्री रवीन्द्र नाथ राय

निवासी: 2041/6 इन्दिरा नगर लखनऊ

व्यवसाय: अन्य



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

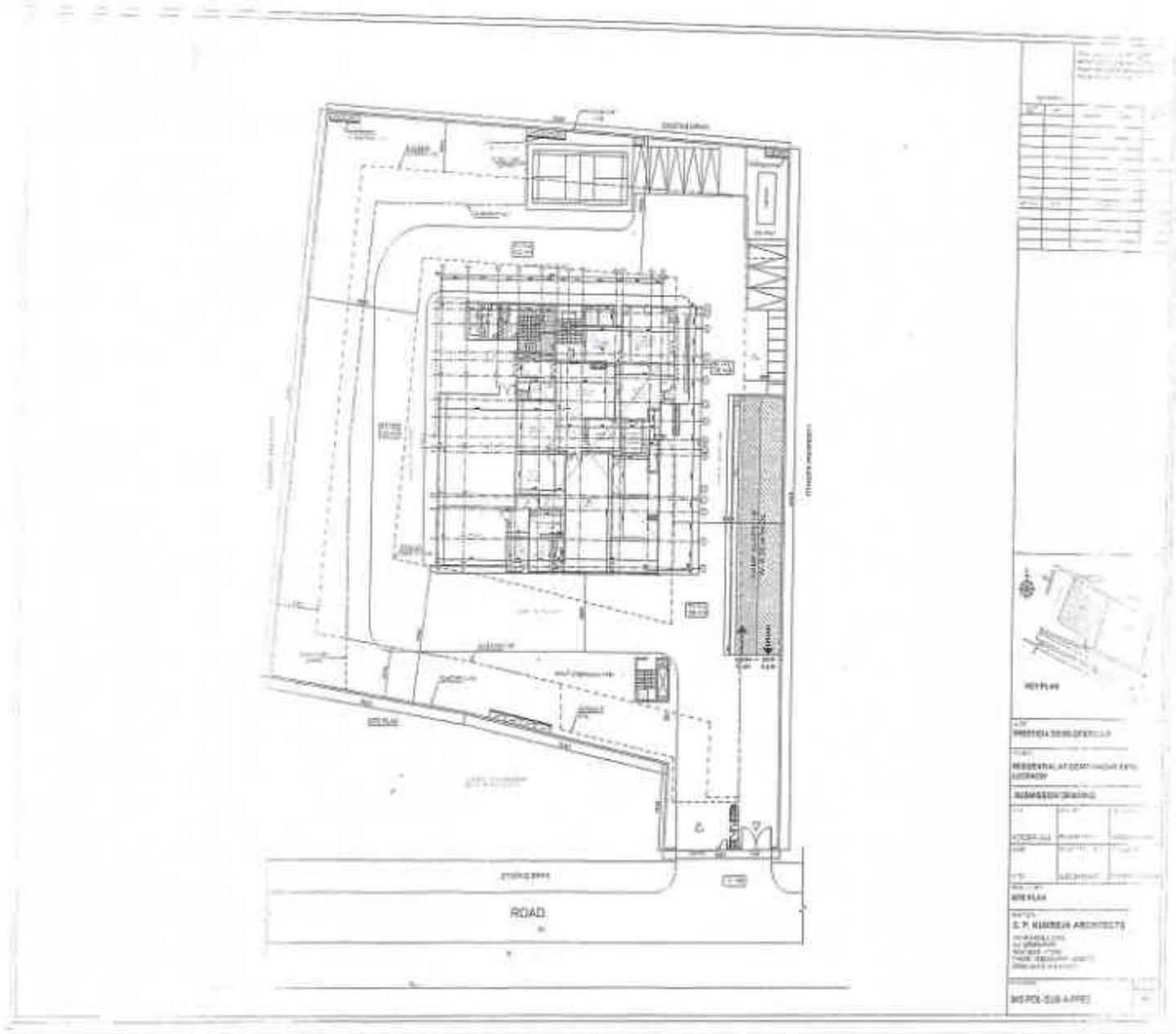
ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठि
नियमानुसार लिए गए हैं।
टिप्पणी: प्रतिफल के प्राप्ति की विक्रेता द्वारा लेखपत्र में
अंकित विवरण अनुसार पूर्ण की गई।

अप निबंधक: सरोजनीनगर
लखनऊ
21/03/2024

वीरेंद्र नाथ पाण्डेय
निबंधक लिपिक लखनऊ
21/03/2024

ANNEXURE - A

SITE PLAN



FOR MANGALAM ESTATES PVT. LTD.

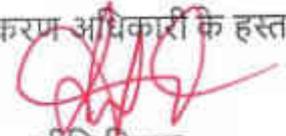
[Signature]
Authorised Signatory

Prestige Developers P
[Signature]
Designated Partner

आवेदन सं०: 202401041014098

बही संख्या 1 जिल्द संख्या 12712 के पृष्ठ 321 से 390 तक
क्रमांक 10075 पर दिनांक 21/03/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रीति विक्रम

उप निबंधक : सरोजनीनगर

लखनऊ

21/03/2024

