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INDIA NON JUDICIAL



IN-UP03006519313312X

Government of Uttar Pradesh

e-Stamp

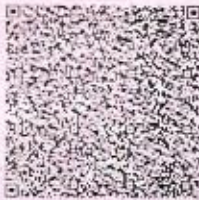
4538

ARVIND GOEL
A.C.C. Code:UP14000504
Contact:+91 9818390870
Tehsil Compound Ghaziabad

Certificate No. : IN-UP03006519313312X
Certificate Issued Date : 22-Apr-2025 02:58 PM
Account Reference : NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1400050403286375796045X
Purchased by : PRESTIGE PROJECTS PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : SGS CONSTRUCTION AND DEVELOPERS PVT LTD
Second Party : PRESTIGE PROJECTS PRIVATE LIMITED
Stamp Duty Paid By : PRESTIGE PROJECTS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



Verified By



R.C.
Sadar - Ist, Ghaziabad

Locked By

Sub-Registrar
Sadar - Ist, Ghaziabad

Please write or type below this line

For SGS Construction & Developers Pvt. Ltd.

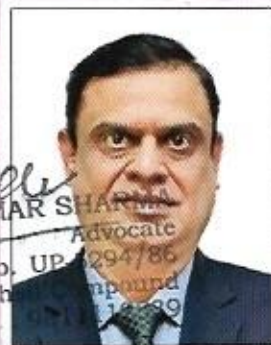
[Signature]

Authorised Signatory

For Prestige Projects Private Limited

[Signature]
Authorised Signatory

[Signature]
RAKESH KUMAR SHARMA
Advocate
Registration No. UP-294/86
Ch. No.-12, Tehsil Compound
Ghaziabad, M. 9811112539



[Signature]
RAKESH KUMAR SHARMA
Advocate
Registration No. UP-5294/86
Ch. No.-12, Tehsil Compound
Ghaziabad, M. 9811112539



Statutory Note

- The authenticity of this e-stamp certificate should be verified at www.ahmednagar.com or using e-Stamp Master App or Check (linking). Any change in the details on this Certificate will be available on the website / Mobile App renders it invalid.
- The duty of checking the legitimacy is on the owner of the certificate.

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E-Stamp Certificate No. IN-UP03006519313312X

Issued dated : 22.04.2025

(Stamp Duty Paid Rs. 1,000/-)

THIS AMENDMENT AGREEMENT ("Agreement") is executed at Ghaziabad on this 22nd day of April, 2025 ("**Execution Date**") by and amongst:

SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED (CIN: U40101DL2001PTC112938), a company incorporated under the Companies Act, 1956, having its registered office at R-10, Green Park Main, New Delhi- 110016, represented by its authorized signatory, **MR. VENKATA SRIDEVI SWARUP KUMAR KURAPATI**, duly authorized *vide* resolution dated **11.03.2025** (hereinafter referred to as the "**SGS**" or "**Landowner**", which expression shall mean and include its successors, nominees and assignees) of the **FIRST PART**

AND


PRESTIGE PROJECTS PRIVATE LIMITED (CIN: U45201KA2008PTC046784), a company incorporated under the Companies Act, 1956, having its registered office at Prestige Falcon Tower, No.19, Brunton Road, Bengaluru-560025, Karnataka, represented by its authorized signatory, **MR. ROHIT MISHRA**, duly authorized *vide* resolution dated **11.03.2025** (hereinafter referred to as the "**Developer**" or "**Prestige**" which expression shall mean and include its successors, nominees, and assignees) of the **SECOND PART**.

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

WHEREAS:

- A. The Landowner and the Developer have entered into a Joint Development Agreement dated 12.03.2025 bearing registration no. 2909 ("**Development Agreement**") whereby the Landowner has granted, in lieu of the consideration as mutually agreed between the Landowner and the Developer under the Development Agreement, irrevocable and exclusive Development Rights (as

For SGS Construction & Developers Pvt. Ltd.


Authorized Signatory

For Prestige Projects Private Limited


Authorized Signatory



आवेदन सं०: 202500739034434

अनुबंध विलेख(सामान्य)

वही सं०: 1

रजिस्ट्रेशन सं०: 4536

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री एसजीएस कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड द्वारा
वी.एस.एस.कुमार कुरापति अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री के.वी.के. प्रेम कुमार
व्यवसाय : अन्य
निवासी: आर-10, ग्रीन पार्क मेन, नई दिल्ली-110016



श्री, एसजीएस कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 23/04/2025 एवं
11:48:54 AM बजे
निबंधन हेतु पेश किया।

वी.एस.एस.कुमार कुरापति अधिकृत पदाधिकारी/
प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वन्दना . चौधरी
उप निबंधक :सदर प्रथम
गाड़ियाबाद
23/04/2025
भीम . रतन
निबंधक लिपिक
23/04/2025



defined in the Development Agreement) on and over the freehold land admeasuring 10.9247 hectares (ten point nine two four seven) hectares or ~26.98 (twenty six point nine eight) acres including 0.973 (zero point nine seven three) hectares or ~ 2.40 (two point four zero) acres of land reserved for green belt, ("Project Land"), for the development of a group housing project (with mall and commercial development) over the Project Land ("Project").


- B. The Parties have now mutually agreed to amend certain terms of the Development Agreement, and therefore desire to execute this Agreement to capture the revised understanding between the Parties with respect to the Development Agreement.

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:

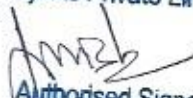
1. **INTERPRETATION.**

- 1.1 This Agreement shall be deemed to be a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to this Agreement.
- 1.2 All terms and conditions regarding the interpretation and construction of the Development Agreement shall be deemed to be incorporated herein.
- 1.3 This Agreement shall modify the understanding set out in the Development Agreement, as may be appropriate, only to the limited extent set out herein and all other terms and conditions of the Development Agreement shall continue to remain applicable and binding on the Parties.
- 1.4 Unless otherwise defined herein, all capitalized terms in this Agreement shall have the meaning assigned to them in the Development Agreement.

For SGS Construction & Developers Pvt. Ltd.


Authorised Signatory

For Prestige Projects Private Limited


Authorised Signatory



आवेदन सं०: 202500739034434

बही सं०: 1

रजिस्ट्रेशन सं०: 4536

वर्ष: 2025

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

श्री एसजीएस कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड के द्वारा वी.एस.एस.कुमार कुरापति, पुत्र श्री
के.वी.के. प्रेम कुमार

निवासी: आर-10, ग्रीन पार्क मेन, नई दिल्ली-110016

व्यवसाय: अन्य

क्रेता: 1



श्री प्रेस्टीज प्रोजेक्ट्स प्राइवेट लिमिटेड के द्वारा रोहित मिश्रा, पुत्र श्री एस.एन. मिश्रा

निवासी: प्रेस्टीज फाल्कन टॉवर, नंबर 19, ब्रंटन रोड, बेंगलुरु-560025, कर्नाटक

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1



श्री रोशन लाल, पुत्र श्री अशोक कुमार

निवासी: 466ए कमला कवाटर गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री शिवम शर्मा, पुत्र श्री राकेश कुमार शर्मा

निवासी: चैम्बर नं० 12 तहसील कंपाउंड गाज़ियाबाद

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निशानानुसार लिए गए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वन्दना . चौधरी

उप निबंधक : सदर प्रथम

गाज़ियाबाद

23/04/2025

भीम . रतन

निबंधक लिपिक गाज़ियाबाद

23/04/2025

2. AMENDMENTS TO THE TERMS OF THE DEVELOPMENT AGREEMENT

- 2.1. Clause 1.1 (mm) shall be deleted in entirety from the Execution Date.
- 2.2. Clause 3.4 shall be deleted in entirety and replaced with the following, effective from the Execution Date:

"For avoidance of doubt, the Landowner will not be entitled to participate in the marketing, booking, allotment, sale, leasing or licensing of the Saleable Area or Leasable Area in the Project and Developer shall, subject to the Applicable Laws, be exclusively entitled in its sole discretion to brand, book, allot, sell the Saleable Area or lease/ license the Leasable Area and to enter into agreement to sell / flat buyer agreements with prospective purchasers allottees/ any third party by whatever name called for allotment, sale or transfer (of any nature whatsoever) of the Saleable Area together with proportionate, undivided right, share, interest and title in the Project Land or enter into agreement to lease/ lease deeds/ license agreements with / lessees/ licensees/ any third party by whatever name called for lease / license of the Leasable Area. Notwithstanding the above, the Landowner, being the "Co-Promoter" of the Project, shall also execute conveyance deeds and other documents with prospective purchasers allottees/ any third party by whatever name called for allotment, sale or transfer (of any nature whatsoever) of the proportionate, undivided right, share, interest and title in the Project Land to be conveyed together with the Saleable Area."

For SGS Construction & Developers Pvt. Ltd.



Authorised Signatory

For Prestige Projects Private Limited



Authorised Signatory



- 2.3. Clause 7.1 shall be deleted in entirety and replaced with the following, effective from the Execution Date:

"Developer shall open an unique collection account for every project registered in U.P.R.E.R.A. with the Escrow Agent for deposit of the Gross Revenue of each such project respectively in that project's collection account only. The Collection Account shall be operated strictly in accordance with provisions of RERA and strictly as per provisions of Project Account Directions dated 29-11-2023 on standing instructions basis. The Collection Account, Separate Account and Transaction Account shall be opened for each phase of the Project prior to the filing of application for registration of each phase of the Project with RERA, and simultaneously, the Parties shall execute the Escrow Agreement with the Escrow Agent for escrowing any fund from Transaction Account only in the form mutually agreed between Parties and Escrow Agent and to capture the understanding as mutually agreed herein. The Collection Account shall be operated by Escrow Agent as per the regulatory framework of RERA on standing instructions basis. In addition to Collection Account, the Parties shall open following bank accounts for every phase of the Project, to be operated as per the Escrow Agreement and in the manner set out below:

- (a) Separate Account: 70% (seventy percent) of the Gross Revenue deposited in the Collection Account of a project shall be transferred to Separate Account of that project only, on a daily basis by the Escrow Agent. The amounts deposited in the Separate Account shall be withdrawn on the basis of CA, Engineer and Architect certificates to cover the cost of the Project, in proportion to the percentage of completion of the Project, and be transferred, on a standing instruction basis, to the billers and/ or to the Transaction Account, as per the provisions entailed in Project Account Directions dated 29-11-2-2023 of U.P.R.E.R.A.

For SGS Construction & Developers Pvt. Ltd.


Authorised Signatory

For Prestige Projects Private Limited


Authorised Signatory



(b) *Transaction Account: 30% (thirty percent) of the Gross Revenue deposited in the Collection Account of a project shall be transferred to Transaction Account, of that project on a daily basis by the Escrow Agent as per RERA. The withdrawals from the Transaction Account (inclusive of withdrawals from the Separate Account) shall be made in accordance with the following terms:*

- (i) *Subject to RERA, an amount equivalent to 11.88% of the Distributable Revenue credited to the Collection Accounts, from the Transaction Account shall be transferred to Landowner's bank account as specified in the Escrow Agreement ("Landowner Account"), in accordance with the standing instructions issued by the Parties in terms of the Escrow Agreement, and*
- (ii) *The remaining Distributable Revenue from the Transaction Account (including withdrawals from the Separate Account) shall be credited to the account(s) designated by the Developer under the Escrow Agreement.*

2.4. Clause 7.2 shall be deleted in entirety from the Execution Date.

2.5. Clause 7.5 shall be deleted in entirety and replaced with the following, effective from the Execution Date:

"Unless otherwise agreed between the Parties in writing, the Developer shall not open any other accounts for collection of Gross Revenue other than the Collection Account of that project and if any amounts forming part of Distributable Revenue are deposited in any other account, the same shall be promptly credited by the Developer to the Collection Account of that project."

For SGS Construction & Developers Pvt. Ltd.


Authorised Signatory

For Prestige Projects Private Limited


Authorised Signatory



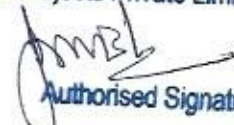
- 2.6. Clause 7.7 shall be deleted in entirety and replaced with the following, effective from the Execution Date:

"The Parties shall appoint statutory auditor who will audit the project accounts at the end of financial year and upload Annual Audit Report on Form REG-5 on UPRERA portal in timely manner with all the relevant enclosures. The Parties shall also reconcile the accounts of the Project on a quarterly basis through an independent auditor, mutually appointed by the Parties from Big Four ("Auditor"), to ensure that the revenue so deposited in the Transaction Account is distributed in the manner contemplated above, net of adjustments and deductions as envisaged under this Agreement. The reconciliation carried out by the Auditor shall factor in the Other Charges payable by the Landowner vis-à-vis the Project on a proportionate basis (in ratio of 11.88 (Landowner): 88.12 (the Developer)) to the prospective allottees of the Project towards cancellation of their allotment, and also amounts payable by SGS, if any, under Clauses 3.7, 5.1(g), and 7.10 and the Auditor shall provide a certificate confirming such amounts payable by the Landowner. Any such amounts payable by the Landowner shall be deducted by the Escrow Agent in its next release of amounts from the Transaction Account to the Landowner Account, on the basis of the Auditor's certificate. It is agreed that the Escrow Agreement in relation to the Transaction Account shall specifically authorize the Escrow Agent to alter the standing instructions to the extent modified by an Auditor's certificate in terms hereof. Further, a final reconciliation of the Collection Account, Separate Account and Transaction Account of that project by the Auditor shall be carried out as above, after the completion / occupancy certificate of the entire Project has been obtained and after all apartments are sold and all monies are collected from the buyers / allottees. The reconciliation undertaken by the Auditor shall be binding on the Parties. On such reconciliation, the next release of the amounts from the Transaction Account shall be adjusted accordingly."

For SGS Construction & Developers Pvt. Ltd.


Authorized Signatory

For Prestige Projects Private Limited


Authorized Signatory



- 2.7. Clause 7.9 shall be deleted in entirety and replaced with the following, effective from the Execution Date:

"On final reconciliation of the Collection Account, Separate Account and Transaction Account by the Auditor, the Landowner shall be entitled to receive the remainder of the Balance Consideration from the Developer net of adjustments and deductions as envisaged under this Agreement, if any. Similarly, in case of any excess payments are discovered during such reconciliation to the Landowner, then the Landowner shall refund the same to the Developer within 7 (seven) days from such discovery. The final reconciliation undertaken by the Auditor of the accounts of the Project shall be binding on the Parties."

3. MISCELLANEOUS.

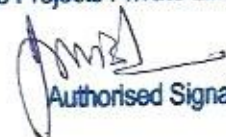
- 3.1 This Agreement shall be deemed to be effective on and from the date of execution hereof.
- 3.2 The Parties agree and acknowledge that no amendment, modification or alterations to this Agreement and, or, the Development Agreement shall be valid or binding, unless a prior written consent is obtained from all the Parties.
- 3.3 The Parties agree that this Agreement and the Development Agreement, schedules, annexures and exhibits constitute the entire understanding between the Parties concerning the subject matter hereof.
- 3.4 Clause 11 of the Development Agreement pertaining to dispute resolution and governing law shall be deemed to be incorporated herein.
- 3.5 Save as expressly provided in this Agreement, nothing in this Agreement shall be construed as a waiver of any rights, claims or obligations by any Party under Development Agreement, or any other agreements between the Parties.

[Signature Page Follows]

For SGS Construction & Developers Pvt. Ltd.


Authorised Signatory

For Prestige Projects Private Limited


Authorised Signatory



SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

Registered office: R-10, Green Park Main, New Delhi – 110016

Email: sgsconstruction2001@yahoo.in

CIN: U40101DL2001PTC112938 Ph. No. 011-41550203

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED HELD ON TUESDAY, 11TH DAY OF MARCH, 2025 COMMENCED AT 11:30 A.M. AT R-10, GREEN PARK MAIN, NEW DELHI – 110016.

AUTHORISATION TO MR. VENKATA SRIDEVI SWARUP KUMAR KURAPATI

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to authorise Mr. Venkata Sridevi Swarup Kumar Kurapati, Director of the Company to represent the Company and to negotiate and sign/execute a Binding Term Sheet and/or sign/execute and get registered the sale deed/joint venture agreement/joint development agreement/revenue sharing agreement or any other document(s)/agreement as may be required with 'Prestige Projects (P) Ltd; in respect of Company's land measuring 62.71 acres located at SGS City, NH-24, Ghaziabad.

RESOLVED FURTHER THAT the certified true copies of the aforesaid resolution may be handed over to 'Prestige Projects (P) Ltd', as may be required under the signatures of any director of the company."

Certified to be true
For SGS Construction & Developers Pvt. Ltd.



Atul Srivastava
Director
DIN: 07935621
Add: 4, C/O Dhan Pal Singh
Main Bus Stand Chilla Village Mayur Vihar
Phase 1 Delhi - 110091

Date: March 11th 2025
Place: New Delhi

पञ्चमः अध्यायः
संस्कृत-विभागः
संस्कृत-विभागः

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CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PRESTIGE PROJECTS PRIVATE LIMITED HELD ON MARCH 11, 2025 HELD AT THE REGISTERED OFFICE OF THE COMPANY AT PRESTIGE FALCON TOWER, NO.19, BRUNTON ROAD, BANGALORE - 560025:

AUTHORISATION TO MR. ROHIT MISHRA:

"RESOLVED THAT the consent of the Board be and is hereby accorded to authorise Mr. Rohit Mishra, Sr. Executive VP -Head Business Operations of Prestige Estates Projects Limited, Holding Company ("Authorised Signatory"), to sign and execute Collaboration agreement, sale deeds, framework agreements and such other agreements & deeds on behalf of the Company with SGS Construction & Developers Private Limited for development and marketing of real estate Project in Ghaziabad.

RESOLVED FURTHER THAT, Mr. Rohit Mishra, Authorised Signatory be and is hereby empowered to present all such agreements, deeds and documents so executed for registration before the concerned jurisdictional sub-registrars, admit execution by himself and to do all such things as are necessary to complete the registration of such deeds and documents.

RESOLVED FURTHER THAT, all such actions already effected/initiated by Mr. Rohit Mishra, Authorised Signatory, with respect to this project be and are hereby ratified.

RESOLVED FURTHER THAT a copy of the above resolutions be duly certified and issued under the signature of any of the Directors or the Company Secretary of the Company."

//CERTIFIED TRUE COPY//

For PRESTIGE PROJECTS PRIVATE LIMITED

VINAY S P

COMPANY SECRETARY & COMPLIANCE OFFICER

PRESTIGE PROJECTS PRIVATE LIMITED

CIN: U45201KA2008PTC046784

Prestige Falcon Tower, No.19 Brunton Road, Bangalore - 560025

Email: secretarial@prestigeconstructions.com

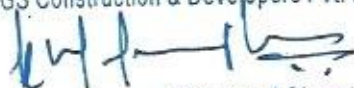
Phone: +91 8025591080



IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

BY:

For SGS Construction & Developers Pvt. Ltd.


Authorised Signatory

FOR AND ON BEHALF OF SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

MR. VENKATA SRIDEVI SWARUP KUMAR KURAPATI

For Prestige Projects Private Limited

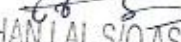

Authorised Signatory

FOR AND ON BEHALF OF PRESTIGE PROJECTS PRIVATE LIMITED

MR. ROHIT MISHRA

WITNESSES:

1. Name
Residential Address
Signature

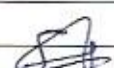

ROSHAN LAL S/O ASHOK KUMAR
R/o-466A, Kamla Quarter, GZB.
Voter I.D.-FVX5733951

RAKESH KUMAR SHARMA


Registration
Ch. No.-12, Tehsil Compound,
Ghaziabad, M. 9811112539




2. Name
Residential Address
Signature


SHIVAM SHARMA S/O
RAKESH KUMAR SHARMA
Advocate

C. No. 12, Tehsil Compound,
GHAZIABAD-201002 (U.P.)

DRAFTED BY :- 
RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, CHAMBER No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).
Mob. No : 9811112539, 9811112439


RAKESH KUMAR SHARMA
Advocate
Registration No. UP-5294/86
Ch. No.-12, Tehsil Compound
Ghaziabad, M. : 9811112539



आवेदन सं०: 202500739034434

बही संख्या 1 जिल्द संख्या 22024 के पृष्ठ 325 से 344 तक क्रमांक 4536 पर दिनांक 23/04/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


वन्दना . चौधरी
उप निबंधक : सदर प्रथम
गाजियाबाद
23/04/2025

