



INDIA NON JUDICIAL



IN-UP03003192449831X

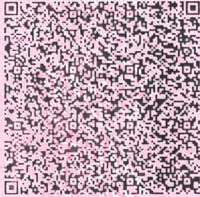
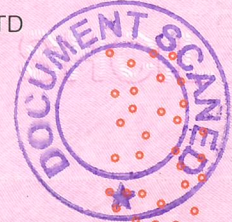
Government of Uttar Pradesh

e-Stamp

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

4537

Certificate No. : IN-UP03003192449831X
Certificate Issued Date : 22-Apr-2025 02:57 PM
Account Reference : NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1400050403289996553969X
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

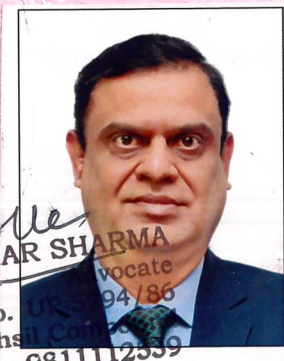
Locked By

Sub-Registrar
Sadar - Ist, Ghaziabad

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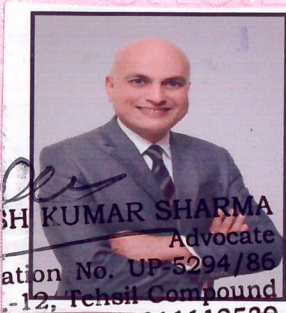
For SGS Construction & Developers Pvt. Ltd.

Authorized Signatory

RAKESH KUMAR SHARMA
Advocate
Registration No. 94/86
Ch. No.-12, Tehsil Compound
Ghaziabad, M. : 9811112539

For Prestige Projects Private Limited

Authorized Signatory

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

PF 0001948832

Statutory Alert:

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

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0007348935

E-Stamp Certificate No. IN-UP03003192449831X

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:

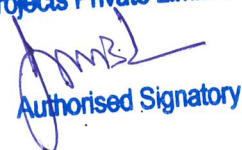
- A. The Landowner and the Developer have entered into a Joint Development Agreement dated 12.03.2025 bearing registration no. 2911 ("**Development Agreement**") whereby the Landowner has granted, in lieu of the consideration as mutually agreed between the Landowner and the Developer under the Development Agreement, irrevocable and exclusive Development Rights (as

For SGS Construction & Developers Pvt. Ltd.



Authorised Signatory

For Prestige Projects Private Limited



Authorised Signatory



आवेदन सं०: 202500739034442

अनुबंध विलेख(सामान्य)

बही सं०: 1

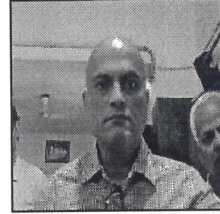
रजिस्ट्रेशन सं०: 4537

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

[Handwritten Signature]



श्री, एसजीएस कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड द्वारा
वी.एस.एस.कुमार कुरापति अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 23/04/2025 एवं
11:47:43 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Handwritten Signature]

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



defined in the Development Agreement) on and over the freehold land admeasuring 3.4214 (Three point four two one four) hectares or ~8.46 (eight point four six) acres including 0.708 (point seven zero eight zero two) hectares or ~ 1.75 (one point seven five) 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: 202500739034442

बही सं०: 1

रजिस्ट्रेशन सं०: 4537

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 न० 12 तहसील कंपाउंड गाज़ियाबाद

व्यवसाय: अन्य



ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार 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 (II) 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 only upon adjustment of the entire security deposit already paid to the landowner by the developer ("**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.


Authorized Signatory

For Prestige Projects Private Limited


Authorized Signatory



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

For SGS Construction & Developers Pvt. Ltd.

BY:

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

SHIVAM SHARMA S/o
RAKESH KUMAR SHARMA

Advocate

2. Name
Residential Address
Signature

Ch. 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: 202500739034442

बही संख्या 1 जिल्द संख्या 22024 के पृष्ठ 345 से 364 तक क्रमांक 4537 पर दिनांक 23/04/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

