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I 6250/2025

Certificate No.	:	IN-UP88038357924961X
Certificate Issued Date	:	14-Jun-2025 02:43 PM
Account Reference	:	NEWIMPACC (SV)/ up14247304/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP1424730473487337488260X
Purchased by	:	HIGHTOWN RESIDENCES PVT LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	ROOF AREA OVER GROUND FLOOR AT PLOT NO-TCG-4/4,PROJECT OF ROHTAS PROJECTS LTD AT VIBHUTI KHAND,LKO
Consideration Price (Rs.)	:	
First Party	:	WINGS CONS AND DEVELOPERS PVT LTD AND ANOTHER
Second Party	:	HIGHTOWN RESIDENCES PVT LTD
Stamp Duty Paid By	:	HIGHTOWN RESIDENCES PVT LTD
Stamp Duty Amount(Rs.)	:	64,41,000 (Sixty Four Lakh Forty One Thousand only)

23255

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SUB REGISTRAR II
LUCKNOW

Please write or type below this line

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.

Director

For HIGHTOWN RESIDENCES PVT. LTD.

Director

For ROHTAS PROJECTS LTD.

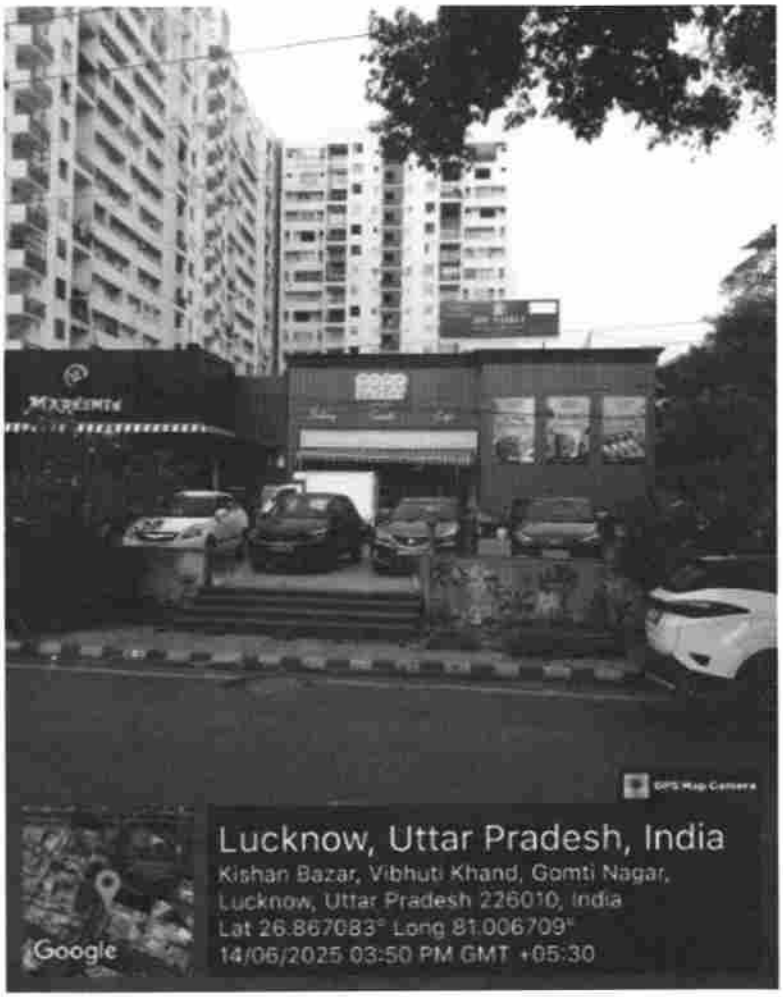
Authorised Signatory

PF 0006865069

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PHOTOGRAPH



FIRST PARTY	SECOND PARTY	THIRD PARTY
WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.	For HIGHTOWN RESIDENCES PVT. LTD.	For ROHTAS PROJECTS LTD.
Director	Director	Authorised Signatory



Market Value - Rs. 9,20,07,432/-

Stamp Duty - Rs. 64,41,000/-

BUILDERS AGREEMENT

This agreement executed on this 14th day of June, 2025 AMONGST

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD, a company duly incorporated under the provisions of companies Act, 1956, having its registered address at D-277, Vibhuti Khand, Gomti Nagar, Lucknow-22601 (UP) being represented through its Director Mr. Jawed Irshad duly authorized vide Board Resolution passed in the meeting of the Board of Directors held on 05.06.2018 (hereinafter referred to as the **"First Party"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the First Part

AND

HIGHTOWN RESIDENCES PVT LTD, a company duly incorporated under the provisions of companies Act, 1956, having its registered address at 405-406, ELDECO CORPORATE TOWER, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW–226010 being represented through its Directors Mr. Shashank Gupta, duly authorized vide

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Board Resolution passed in the meeting of the Board of Directors held on 04.10.2023 (hereinafter referred to as the **"Developer/ Second Party"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the Second Part.

AND

ROHTAS PROJECTS LTD., a company duly incorporated under the provisions of companies Act, 1956, having its registered address at D-279, Vibhuti Khand, Gomti Nagar, Lucknow–226010 being represented through its Director Mr. Jawed Irshad duly authorized vide Board Resolution passed in the meeting of the Board of Directors held on 01.06.2022 (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the Third Part.

WHEREAS in a public auction Rohtas Projects Ltd, having been declared as highest bidder was allotted Commercial Plot No. T.C.G. 4/4 at Vibhuti Khand, Gomti Nagar, Lucknow.

AND WHEREAS in pursuance thereof an agreement to sell was executed between Lucknow Development Authority, Lucknow and Rohtas Projects Ltd. on 23.12.2005 which instrument is duly registered in Book No. I Jild No. 5455 at Pages 261 to 292 at Serial No. 11112 in the office of Sub-Registrar-II, Lucknow on 23.12.2005.

AND WHEREAS as per said agreement total consideration was Rs. 128865400/- with freehold charges total Rs. 144329250.20 out of

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which 30% amount i.e. Rs. 3,86,59,620/- was deposited with LDA and balance amount was agreed to be deposited in 10 equal half years installments with interest.

AND WHEREAS in pursuance thereof possession was delivered to Rohtas Projects Ltd.

AND WHEREAS Rohtas Projects Ltd. with a plan to develop a Commercial Project with the name and style of "Presidential Arcade" ("said Project"), at Plot No. TCG-4/4, Vibhuti Khand, Lucknow, started construction but could not complete the project for want of funds.

AND WHEREAS meanwhile Rohtas Projects Ltd. ("Corporate Debtor"), by the Order of the NCLT, New Delhi passed on 30.09.2019 in C.P.(IB) No. 1022/ND/ 2018 titled as "Gautam Mullick & Ors Vs. Rohtas Projects Limited" was declared insolvent and accordingly Insolvency Proceeding was initiated as per the provisions of the Insolvency and Bankruptcy Code, 2016(IBC) and Rules Framed thereunder. Thereafter, the resolution profession was appointed to manage the business and the assets of M/s Rohtas Projects Ltd. ("Corporate Debtor").

A. The Resolution Professional (RP) invited resolution plan and accordingly, First Party along with M/s Antriksh Infra Design Pvt. Ltd and Rajbir Singh jointly submitted a Resolution Plan dated 28.02.2021, whereby the First Party along with other successful Resolution Applicants agreed, inter alia, to takeover various pending real-estate projects of the Corporate Debtor and to complete the same, as per the terms and conditions of the

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Resolution Plan dated 28.02.2021. The First Party along with the aforesaid two other entities were declared as successful Resolution Applicant (SRA) by the Committee of Creditors of the Corporate Debtor.

B. The said Resolution Plan of the SRA was, accordingly, filed along with accompanying applications before the Hon'ble NCLT for the necessary approval as required under regime of IBC, 2016. The said Application got registered as I.A. No. 2871/2021 and the Hon'ble NCLT, Bench –III, New Delhi vide order dated 13.12.2021 allowed the said Application thus allowing the said Resolution Plan.

C. With the approval of the said Resolution Plan the First Party has taken over the said Project as per the terms & conditions of the Resolution Plan pertaining to the said Project.

D. The First Party has represented that the said Project presently has approved FSI area sanctioned by Lucknow Development Authority, Lucknow, out of which 30,000 Sq. ft. of FSI is already consumed and duly constructed and the units therein have already been sold and there are no unsold inventories in the said 30,000 Sq. Ft. area. It has further been represented by the First Party that the First Party, according to the Resolution Plan, is entitled to purchase and develop the FSI as per the approval received from LDA alongwith any increased FSI/ FAR available at any point of time as per applicable bye-laws. The First Party has further represented that according to terms of approved Resolution Plan, the First Party is also entitled to commercially exploit the said FSI/area as

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per approved building Plan by Lucknow Development Authority, Lucknow, subject to compliance of requisite terms and conditions, as may be stipulated by the concerned Governmental Agencies.

E. The First Party alongwith Third Party knowing the expertise of the Second Party, has approached the Second party with the intention to collaborate, so as to purchase FSI from Lucknow Development Authority and to develop the said Project as per the approved Plan/ map within the stipulated time frame.

F. The Promoters of the Second Party are leading real-estate developer and are engaged in the construction, development and marketing of real estate projects. That on account of the said specialization in real estate market, they have created a niche for themselves in given segment of industry.

G. The First Party has proposed the Second party to jointly take over the entire Said Project till the completion of the said Project and has further assured the Second party that it shall assist Second party in every step to complete the said Project.

H. The First Party has also provided, to the Second Party, the papers and documents, including the Resolution Plan, NCLT Orders, Confirmation Letter and related approvals and NOCs, which, according to the representations and warranties as made by the Second Party to the First Party, confirm the First Party's right on the said Project and thereafter develop the same by purchasing the FSI as per approval of LDA and thereafter, to sell the same in the open market to the customers through duly signed Agreement(s) for Sale. The First Party has also confirmed that except for the papers and documents provided by the First Party to

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the Second party, there are no other papers or documents, which have any effect on the Said Project or which may be required to be reviewed and verified by the Second Party with a view to verify the correctness of the claim of rights and entitlement of the First Party on the Said Project and land underneath and also to carry out the Sales and Development work in the said project as per the accepted plan. The First Party, in addition to foregoing, has also represented to the Second Party that the said entitlement of FSI area as per the approval from LDA as inculcated in the approved Resolution Plan is free from any legal defect whatsoever and, thus there exist no impediments or embargo to that effect.

I. The Second Party, on the faith of and on the basis of the statements and representations, declarations, assurances, confirmations and warranties made and/or given by the First Party, has agreed to enter into this Agreement for the purposes of facilitating the development, construction and completion of the Said Project on the terms and conditions mentioned herein after.

J. Based on the mutual representations and assurances given by the parties hereto, the parties have decided to execute this Agreement for development of the Said Project by the Second party in accordance with the approved plan and marketing and sale of the Units of the Said Project subject to the parties performing their part of the obligations contained in this Agreement and further subject to the terms, conditions and the limitations as contained in this Agreement.

K. The parties are desirous of recording the stipulations, terms and conditions, governing this Agreement, in writing as follows.

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NOW, THEREFORE, IT IS AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions:

In these presents (including Recitals), unless contrary and/or repugnant thereto, the following words and expressions shall have the meaning set out herein:

1.1 **"Accepted Plans"** shall mean the design and layout plan relating to the Said Project, the detailed construction plans of building(s) to be constructed in the Said Project by the Second party as agreed to and accepted in writing between the First Party and Second party pursuant to the regulations and approvals of LDA and other Statutory Authorities

1.2 **"Agreement"** means this MOU including recitals, Appendices and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.

1.3 **"Appendix"** and **"Appendices"** means any of the schedules exhibits, supplements or documents appended to this Agreement.

1.4 **"Applicable Laws"** mean any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of LDA Government of Uttar Pradesh, Court of Law or by any Government Authority(ies) or instrumentality

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thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.

1.5 **"Applicable Permits"** mean any or all licenses, permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Government Authority(ies), Airport Authority of India (AAI), Ministry of Environment and Forest (MoEF), State/Local Fire Department, State/Local Electrical Department or any other Government Authority/Local Body required, as per applicable laws, in connection with the development of the Said Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement.

1.6 **"Approved Sanctioned Plans"** shall mean the Accepted Plans as approved, with or without modifications by LDA or other concerned competent Government Authority and finally accepted by the Second Party to be acted upon as required for development of the Said Project.

1.7 **"Change in Law"** means occurrence of any of the following events after the execution of this Agreement:

a. enactment of any new applicable law;

b. the repeal in whole or in part (unless re-enacted with the same effect) or modifications of any existing Applicable Laws;

c. the change in interpretation or application of any Applicable Laws;

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d. the imposition of a requirement for an Applicable Permit (s) (other than for cause) not required on the date of this Agreement;

e. after the date of grant of any Applicable Permit(s), a change in the terms and conditions attaching to such Applicable Permit(s) (other than for cause) or the attachment of any new terms and conditions to the Applicable Permit (s) (other than for cause); or

f. any Applicable Permit(s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a Party (including a failure to renew), or if granted for a limited period, nor being renewed on a timely basis on an application therefore having been duly made in good time.

1.8 **"Common Areas, Facilities and Amenities"** shall mean and include terraces, driveways, security areas, areas pertaining to common facilities and equipment for provision of support services are installed, common open spaces, common open areas, common green areas, corridors, hallways, stairways, lifts, passage-ways, common lavatories, generator of sufficient capacity for lifts, escalators, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, sewerage treatment plant, water treatment plant etc. and other facilities in the Said Project as may be provided for common use by the Second Party.

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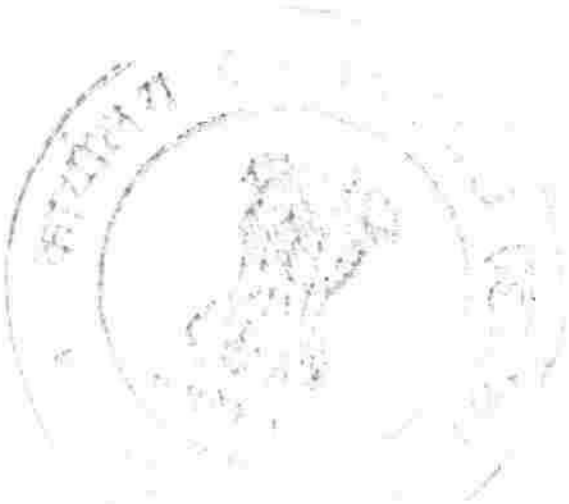

1.9 **"Completion of the Said Project"** shall, inter alia, mean and include completion of construction of building(s) and structure in the Said Project and being ready in accordance with the Approved Sanctioned Plan/ Maps, ready for occupation in terms of an Occupancy Certificate/Completion Certificate issued by competent authority including completion of all Common Areas, Facilities and Amenities.

1.10 **"Contractor"** means a Person or Persons with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require for development of the Said Project.

1.11 **"Cost of Construction and/or Development"** shall mean each and every cost, expenses, liability and charges relating to the development of the Said Project including costs relating to providing Common Area, Facilities and Amenities, roads, passages and all infrastructure facilities including facility of any nature whatsoever agreed to be provided in accordance with the Approved Sanctioned Plan or otherwise and shall include:

i. All fees, penalties, other costs and charges of whatsoever nature that may be payable at any time to any Government Authority/local body in relation to the development and construction of the Said Project including all such charges payable on

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application for obtaining the license, Map Approval, sanction of plans, sanction of water, electricity and sewerage connections, completion and occupancy certificates and/or for any sanctions, permissions and approvals.

ii. All fees and charges payable to any local or statutory authority, agency, company or Person with respect to carrying out of the development and construction activities in the Said Project.

iii. All charges whatsoever payable to all Persons directly or indirectly employed, retained, associated with or concerned with the development and/or construction in the Said Project including all fees and other charges or claims of architects, contractors, labour, masons, carpenters, electricians and other contractors and service providers by whatever name including the cost towards project insurance, claims, TPA and cost towards maintenance of temporary structures like sample flats, project office, marketing office, landscape area, temporary lighting etc.

iv. All costs of materials used and to be used in the development and construction and the completion of construction of Said Project.

v. All claims for damages and/or compensations and all costs of proceedings before any legal or quasi-

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judicial or administrative or Government Authority in relation to the Said Project and/or to any act of omission or commission of any Person(s) concerned with or directly or indirectly relating to the development and construction of the Said Project including all claims arising out of any accident or on account of any act of God or otherwise arising out of or concerning the Said Project and/or the development or construction in the Said Project.

1.12 "**Development Rights**" shall refer to the rights, powers, entitlements, authorities that the Second Party would have to undertake its obligations and duties, as specified in this Agreement, with regard to construction development of the Said Project on the given FSI and shall include (but not be limited to), inter alia, the following:

(a) To plan, conceptualize and design the Said Project;

(b) To carry out the sale/management of the Said Project and remain in possession, control of peaceful enjoyment of the Project Land/Area or any part thereof until the complete utilization and implementation of the rights vested in the Second Party under this Agreement to the satisfaction of the Second Party;

(c) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other

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Persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(d) To make payment and or receive the refund of all deposits, or other charges to and from all public or Government Authorities or public or private utilities;

(e) To exercise full, free, uninterrupted, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the said project inclusive of built-up units on the said project by way of sale, lease, license or any other manner of Transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of residential units/ built-up units to be constructed on the Said Land;

(f) To do all such acts, deeds and things that may be required for the Said Project or for compliance of the terms in this Agreement including obtaining the building plan approvals, other Applicable Permits required in respect of the Said Project/ Project Land, and/ or modification in connection with the zonal plan, layout plans, architectural plans or any other Applicable Permits.

(g) To make applications to the concerned Government Authority or semi-governmental authority, for and on behalf of the First party, in respect of Applicable Permits including leveling, water storage facilities, water mains, sewerage, storm water drains,

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recreation garden, boundary walls, electrical sub-stations, water and electricity connections and approvals for cement, steel and other building materials, if any as the Second Party may deem fit;

(h) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Laws, any Government Authority as may be necessary for the full, free, uninterrupted and exclusive development at the Said Land,

(i) carry out and comply with all the conditions contained in the Approved Sanctioned Plans as may be obtained from time to time in relation to the Said Project;

(j) To assign all benefits, rights and obligations as contained herein (in whole or in part) to any Third Party;

(k) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of Development Rights and in connection with all the marketing, leasing, licensing or sale of the built up areas to be constructed in the said Project as envisaged herein;

(l) To manage the Said Project and the property and facilities / common areas constructed upon the Said Land as may be required under the UP Apartments Act and rules framed thereunder or any other

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Applicable Laws and/or rules made there under and / or to Transfer/ assign right to maintenance to any third and to retain all benefits, consideration etc;

(m) To take appropriate actions, steps and seek compliances, Applicable Permits and exemptions under the provisions of the Applicable Laws, and

(n) To generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights, and as more elaborately stated in this Agreement;

1.13 **"Easements"** means all easements, reservations, right-of-way, utilities and other similar rights as to the use of the Said Land or the real property developed thereupon, which are necessary or appropriate for the Said Project.

1.14 **"Effective Date"** shall mean the date of execution of this Agreement.

1.15 **"LDA"** shall mean Lucknow Industrial Development Authority

1.16 **"Governmental Approval"** shall mean any consent, permission or sanction as may be required with respect to any of the matters covered by this Agreement from LDA or by any Governmental Authority.

1.17 **"Government Authority"** means LDA or any State Government or Governmental department, commission, board, body, bureau, agency, authority, instrumentality or

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administrative body, central, state or local, having jurisdiction over the Said Land, the Said Project or any part thereof.

1.18 **"Governmental Order"** shall mean any judgment, order, writ, injunction, decree, stipulation, determination or award issued by any Governmental Authority.

1.19 **"Law"** shall mean any applicable Governmental Order or any applicable provision under the Constitution, law (including principles of the common law), legally binding directive, treaty, statute, rule, regulation or order of any Governmental Authority.

1.20 **"Material Adverse Effect"** means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective, or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement

1.21 **"Occupancy Certificate or Completion Certificate"** shall mean with respect to the Said Project, a certificate issued by LDA or by any other concerned Government Authority either separately or collectively certifying that the building/Project is/are complete in accordance with the Approved Sanctioned Plans and within compoundable limits and is/are ready for occupation and use.

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1.22 **"Person"** means any individual, company, corporation, partnership, joint venture, trust, incorporated organization, society, Government, Government Authority or agency or any other legal entity.

1.23 **"Plan"** would mean such plan or plans prepared by the Architect for the development and construction of the Said Project as sanctioned by the concerned Government Authority, as the case may be, together with any modifications and/or alterations, which may be necessary and/or required during the construction period.

1.24 **"Rate"** would mean the average price at which the inventories of the residential saleable area in the said Project shall be sold.

1.25 **"Said Project"** shall mean "Presidential Arcade", wherein development and construction and of the Commercial project is to be carried out.

1.26 **"Saleable Area"** means the area available in the Project for the sale in open market to prospective buyers.

1.27 **"Tax"** means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and

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wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, by Government Authority, and in respect of any Person and all penalties, Charges, costs and interest relating thereto.

1.28 **"Third Party"** means Rohtas Projects Ltd., the first allottee by the Lucknow Development Authority, Lucknow.

1.29 **"Transfer"**, with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.

2. INTERPRETATIONS

2.1. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.

2.2 Words importing singular shall include plural and vice versa, and words importing one gender only shall include all other genders.

2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not

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be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not affect the construction and interpretation of this Agreement.

2.4 The terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and terms and words defined in Appendices and used therein shall have the meaning ascribed thereto in Appendices.

2.5 The words "include" and "including" are to be construed without limitation.

2.6 Any reference to day shall mean a reference to a calendar day, any reference to month shall mean a reference to a calendar month.

2.7 Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

2.8 Reference to this Agreement or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended.

2.9 References to Recitals, Articles, Sub-Articles, Annexures in this Agreement shall, except where the context otherwise

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requires, be deemed to be references to Recitals, Articles, Sub-Articles, Annexures of or to this Agreement.

2.10 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.

2.11 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.

3. PURPOSE

A. That the purpose of this Agreement is to define the relationship between the First Party, Second Party and Third Party, who have joined hands, to sale and manage the constructed commercial units in the Said Project in conformity with the plans, drawings, specifications and elevations as approved by the Concerned Authorities, and also to share the Sale proceeds to be generated out of the sale of the constructed units in the manner as set forth in the terms of this Agreement.

4. COMMENCEMENT AND TERM

a. This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof.

5. GRANT OF DEVELOPMENT RIGHTS:

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a. The Said Project is the subject matter of this Agreement, which is to be developed by the Second Party in terms of this Agreement.

b. On and from the Effective Date, the First Party authorizes and grants an exclusive Development Rights to the Second party, to undertake the development, construction and completion of the Said Project and thereafter, market & sell the units in the said Project, in accordance with Approved Sanctioned Plans/to be approved plans as per the need of the hour.

c. That for all purposes, the Second Party shall be the Developer of the said Project and all branding/ marketing of the said Project shall be done exclusively by the Second Party.

d. The First Party and the Second Party shall share the profit out of the sale of the units in the said project in the ratio as defined hereinafter in this Agreement.

e. Simultaneous with the execution of this Agreement, the First Party shall handover possession of the space/ land/ Area of the said Project to the Second Party and Second party is thereafter entitled to put a board/ hoarding at the Project site, thereby mentioning its name as Developer of the said Project. The Second Party, also with the execution of the present Agreement, shall have the right to enter upon the Said space/ land/ Area directly or through its affiliates, associates, nominees, agents, architects, consultants,

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representatives, contractors, and/ or subsidiary, and to do all such acts and deeds required and/or necessary for, exercising the Development Rights or for the implementation and development of the Said Project, in accordance with the terms of this Agreement.

6. APPROVALS AND SANCTIONS:

a. That it is agreed between the parties hereto that all requisite steps, present or future, which shall be required to be undertaken by the Rohtas Projects Ltd. Third Party to obtain requisite permits/ sanctions/ approvals from LDA or for that matter, any other concerned Governmental or Quasi-Governmental Agencies, shall be applied and obtained in name of Rohtas Projects Ltd. It is further agreed between the parties hereto that while all requisite steps as mentioned foregoing shall be done in name of Rohtas Projects Ltd., however, it shall be the Second Party, who by virtue of contractual covenants as agreed in the present Agreement, which shall carry out all the development, marketing, sale, administration and all other ancillary activities thereto.

b. That First Party alongwith Rohtas Projects Ltd. further agrees to and shall execute, as may be required , from time to time all applications, affidavits, plans or other documents and shall also extend all corporation and assistance for the development, completion and

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disposal of the said project. The First Party together with Rohtas Projects Ltd. shall furnish all relevant information respect to the Project Land as the Second party may request for the purpose of carrying out the transaction contemplated hereby. In the event the Second Party requires - 14 - any assistance including application of any document, application, affidavit, power of Attorneys, etc. First Party shall reasonably cooperate and organize the same as and when required without any delay or demur.

c. The detailing, master planning, layout, building plan and all other details and specification for development of the said Project shall be done by the First Party, in the manner as specified in Article 6(a) above.

d. That for the purpose of initial mobilization of funds, one of the Promoter(s) of the Second Party, namely Mr. Shashank Gupta alongwith a person, namely Mr. Parag Garg shall infuse funds as specified in this Agreement into the Second Party as Loan. The First Party agrees & acknowledges that the said initial funds, as mentioned foregoing, shall be treated as refundable loan, which the Second Party shall, at an appropriate time, shall return to the aforesaid persons. It is further agreed by the parties hereto that for all purposes, the said funds shall have commercial effect of borrowing and shall be considered to be disbursed against time-value of money.

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e. That the First Party shall be obligated to acquire 50% shareholding in Second Party Company within 7 days from the date of execution of this Agreement against consideration as per the Share value. It is further agreed between the parties hereto that immediately upon induction of First Party as Shareholder of the Second Party in a manner as specified above, the Board of Second Party shall be reconstituted wherein Mr. Jawed Irshad, Director of the First Party, shall be inducted as Director to the Board of Second Party. Thereafter, the four persons (two each representing Second Party and First Party) shall be inducted as the Directors of the Second Party. It has been agreed between the parties thereto that insofar as Second Party's representation on the reconstituted Board of Directors is concerned, Mr. Shashank Gupta & Mr. Parag Garg shall be nominated/ appointed as Directors. From the side of First Party, Mr. Jawed Irshad alongwith one other person shall be inducted as Directors to the Board of Second Party. It is, thus, further agreed that the aforesaid persons, who shall be inducted as the Directors of the Second Party shall continue and shall remain on Board till completion of the said Project. It is, however, agreed between the parties hereto that with mutual consent of First Party & Second Party, the Board of Second Party can be altered or reconstituted depending on the requirements.

7. APPLICATION TO RERA REGISTRATION

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a. That it is further agreed between the parties hereto that in order to give effect and for sake of smooth implementation of the scheme as promulgated in this Agreement, the requisite application for the purpose of obtaining UP RERA registration for the said project and shall be applied and obtained in the name of Second Party Subsequently after the execution of this agreement.

8. PAYMENT OF LIABILITIES TOWARDS LDA AND OTHER STATUTORY AUTHORITIES.

a. For the avoidance of the doubt it is made clear that all liabilities qua the said Project towards the LDA shall be the responsibility of the Second Party (post acquisition of 50% shareholding of Second Party by the First Party as well as post induction of Mr. Jawed Irshad as Director in the Second Party, as specified above).

b. That it is explicitly agreed between the parties hereto that except of liability pertaining to LDA as specified in Article 8(a) above, all liabilities, of whatsoever nature, which is incumbent upon the First Party pursuant to terms of the approved Resolution Plan, at all times, shall remain with the First Party. The Second Party, in no event, whatsoever, shall be responsible in any manner for any such liabilities. The First Party, further, unconditionally & unequivocally undertakes that it shall honour all the conditions as

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imposed upon it in terms of the approved Resolution Plan and shall never default to that effect. The First Party shall always indemnify the Second Party from any liability, which may accrue against the said Project arising out of any default on the part of First Party viz. the Approved Resolution Plan.

9. OPERATIONAL MANAGEMENT OF SECOND PARTY

a. That immediately upon acquisition of 50% shareholding of the Second Party by the First Party as well as induction of Mr. Jawed Irshad to Board of Second Party in a manner as specified above, the day to day management of the Said Project shall be handled and controlled by the reconstituted Board of Directors of the Board of Second Party.

b. Simultaneously, the Second Party shall open a new bank account in any schedule bank and the said Bank Account shall be jointly operated under the signatures of reconstituted Board of Directors of the Second Party.

c. Notwithstanding the covenant as specified in Article 9(b) above due to any operational or legal requirement, if it is required that the receiving from the customers of the said Project can only be received into the bank account of the First Party (since the Project has been awarded to the First Party in terms of approved Resolution Plan), then in such an event, the First Party shall be under obligation to open a new bank account

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in its own name only designated for the said Project and in the said bank account, the reconstituted Board of Directors of Second Party, namely Mr. Shashank Gupta & Mr. Jawed Irshad, shall be authorized to operate and managed the said bank account under compulsory joint signature. The First Party, irrevocably, confirms the said understanding and to ensure the implementation of the Covenant as agreed herein, it shall pass necessary Board Resolution, if so required, at any point of time. It is further agreed between the parties hereto that the said designated bank account shall only be used for the said Project and no Party shall be allowed to use the bank account for any other purpose, whatsoever, at any point of time. All such amounts shall receive in the said designated Project Account of the Second Party.

10. SHARING RATIO BETWEEN THE PARTIES, RATE AND PAYMENT BY THE SECOND PARTY WITH ADJUSTMENT

a. The Parties agree that the First Party shall not be entitled to receive any consideration of any nature from the profit of Second Party against assignment of development right in the favour of Second Party pertaining to the said Project. The First Party acknowledges that the consideration pertaining to the assignment of development, construction, marketing, sale, administration, and other ancillary activities thereto

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pertaining to the said Project shall stand satisfied with the acquisition of 50% of the shareholding.

b. Insofar as profit sharing ratio of the Second Party, post-acquisition of shareholding by First Party, is concerned, the same shall be governed and regulated under regime of statutory provision, governing the same.

c. That before the signing of the present Agreement, Mr. Shashank Gupta and Mr. Parag Garg, jointly, have infused a fund to tune of Rs. 150,00,000/- into the Second Party. The said money of Rs. 150,00,000/- shall be transferred by the Second Party to the First Party simultaneously with acquisition of 50% shareholding by the First Party into the Second Party. The said money shall be later adjusted against the profit, which the Second Party shall book after completion of the Project and further shall all times shall be treated as refundable security.

11. REPRESENTATIONS AND WARRANTIES BY THE FIRST PARTY:

a. At the time of or before entering into this Agreement, the First Party has, besides the representations, declarations, assurances, confirmations and warranties set out in the Recitals hereinabove, further assured and represented to the Second Party that:

i. Apart from the liability of the LDA, all land revenue, Taxes, Charges and levies in respect of the Said

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Project Land or the said Project till the date of execution of this Agreement has been paid by the First Party or shall be paid by the First Party and if any of such liability is unpaid then shall be paid by the First Party;

ii. The Said Project Land or any part thereof as well as the Project itself is not subject to any notice of acquisition and/or requisition;

iii. The Said project Land or any part thereof is neither subject to any tenancy or right/claim of title or right/claim of possession nor any Person is having any tenancy right or right/claim of title or right/claim of possession into or upon the Said Project Land or any part or portion thereof;

iv. That the First Party from the date of execution of this Agreement, shall not Transfer its title and/or the ownership and/or rights (including the Development Rights) and/or interest in the Said Land or create any lien thereon to any Party or enter into any negotiation or discussion with any Person for Transfer of its title and/or the ownership and/or rights (including the Development Rights) and/or interest in the Said Land or creation of any lien thereon nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to

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the Said Project Land/ area nor create any title, interest, charge, mortgage, lien, etc. in the Said Project Land/ Area or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession whether legal or actual, of the Said Project Land/ area or any part thereof in favor of any Party other than the Second Party or the purchasers of the units or spaces in Project to be put up at the Said Land and that the Second Party shall have exclusive rights to deal with the Said Project Land/ area in the manner as agreed between the parties to this Agreement.

v. The Said Project Land/ area or any part or portion of the Said Land does not comprise of any place of worship, adoration, reverence or devotion of any deity, god, religion, sect, mutt, seer, hermit, mendicant, etc. or any temple, gurdwara, mosque, church, shrine, samadhi, mausoleum, *mazaar*, tomb, catacomb, crypt etc. or any monument, memorial etc. and no religious establishment or religious trust or religious body has any interest whatsoever in the Said Land or any part or portion of the Said Land;

vi. The First Party is fully competent to enter into this Agreement and has full power and authority to execute, deliver and perform this Agreement, and the First Party has taken all necessary action to authorize the execution, delivery and performance of this

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Agreement, which constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof and that there is no legal bar or impediment on him in entering into this Agreement, which is being entered into by the First Party for his bonafide commercial purpose;

vii. That apart from the NCLT proceeding the details whereof is mentioned herein above, there are no pending or threatened litigation or proceedings of any nature whatsoever in connection with the Said Project Land/ Said Project that may affect or are likely to affect, the execution of this Agreement, the Transfer thereof, or First Party's right and interest in the Said Project Land;

viii. The Said Project Land is capable of being developed as per the Approved Plan and the First Party has the requisite entitlement, qua the said Project land as well as the NoC including the permissions and approvals from the Government Authority (ies) or any private bodies like residents of Rohtas Presidential Towers or whatsoever. That in case if any approval is missing and/or has not been hitherto obtained then the same shall be obtained by the First Party, or Rohtas Projects Ltd. as the case may be at the earliest.

ix. That First Party has not entered into an agreement similar to this Agreement or agreement for sale or Transfer or development of the Said Project Land or

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agreement or arrangement of any nature whatsoever, with any Person, regarding the Said Project Land thereof and has not executed any registered or unregistered agreement, deed(s) of power of attorney in favor of any Person other than the Second Party and/or its nominees to deal with the Said Land or any portion thereof;

x. That it shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the ownership and title of the Said Project Land and/or rights of the First Party therein, which may arise on account of any defect in the rights and/or interest of the First Party in the title of the Said Land and shall keep the Second Party and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Second Party and/or its nominees on the Said account and that the First Party shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Second Party and/or its nominees with respect to the Said Project Land and the development thereof in terms of this Agreement and the construction and completion of the Said Project Land and also marketing of the Said Project Land to be undertaken in terms of this Agreement.

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xi. That First Party alongwith its nominee(s), affiliates and associates, shall not interfere with or obstruct the development, construction and completion of the Said Project on the Said Project Land by the Second Party and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect on the development, construction and completion of the Said Project by the Second Party.

xii. The First Party shall, at no additional cost to the Second Party and/or its nominees, do all acts, deeds and things, including execution and/or signing of all such documents and/or extending and rendering all assistance and co-operation, as may reasonably be required by the Second Party and/or its nominees for purpose of securing its rights under this Agreement.

xiii. That First Party, apart from the liabilities towards the LDA qua the said Project Land, shall be responsible for all the obligations as mentioned in the Resolution Plan dated 28.02.2021 submitted by the First Party which stood approved by the Hon'ble NCLT, Bench-III, New Delhi. The liabilities towards the CoC or other liabilities as mentioned in the said Resolution Plan shall be met by the First Party without affecting the rights of the Second Party on the said Project Land. In case the First Party fails to fulfil the obligations as per the approved Resolution plan and on account whereof

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the right of the First Party qua the said Project Land/ said Project is cancelled, then the First party shall be liable to indemnify the Second party to the extent of the losses suffered by the Second party.

12. REPRESENTATIONS AND WARRANTIES BY THE SECOND PARTY:

a. The Second Party has, besides the representations, declarations, assurances, confirmations and warranties set out in the Recitals hereinabove, further assured and represented to the First Party that provided that the title to the Said Land remains clear and marketable during the period of development, construction and completion of the Said Project it shall complete the construction in accordance with the terms of and conditions of the Applicable Permits, including the sanctioned building plans and specifications and achieve the completion of the Said Project within a maximum period of 24 months from the date of UPRERA approval with a further grace period of 6 months in addition thereto and any further extensions that may be agreed upon by the Parties. However, such term shall be subject to immediate handing over of the said land as well as Force Majeure Condition.

b. That Second Party shall fully develop the Said Project and complete it in all respects as per the sanctioned specifications and Plans and applicable FAR/ FSI after the approval by LDA.

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13. RIGHTS AND OBLIGATIONS OF THE FIRST PARTY:

a. The First Party shall not do anything, at all times during the development, construction and Completion of the Said Project by the Second Party which may result in stopping the development of the Said Project by the Second Party.

b. The First Party & Rohtas Projects Ltd. shall provide all requisite NOCs, required for Map approval in LDA, to the Second Party within 30 days of signing of this agreement.

c. Subject to other terms and conditions of this Agreement, the First Party has upon the execution of this Agreement, has given complete Development Rights of the Said Project on the Said Land to the Second Party.

d. The First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project and/or booking and sale of the Said Project. That all sale proceeds generated from the sale of units in the said Project shall be deposited in the said new bank account/ or the Designated Project Account, as discussed above and shall be disbursed in the parties herein in terms as stated herein before.

e. The First Party shall not interfere with or obstruct in any manner with the possession of the said Land by the Second Party required for development and completion of the Said Project.

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f. The First Party shall duly and promptly convey its suggestions and decisions when requested for by the Second Party in respect of matters covered by this Agreement.

g. The First Party, if required by the Second Party, shall duly and promptly execute and make available to the Second Party requisite application(s) and/or letter(s) and/or document(s) including execution of General Power of Attorney authorizing the Second Party to directly approach to the concerned competent Government Authorities y to pursue and obtain requisite approvals, sanctions, permissions and licenses in terms of this Agreement and to facilitate the completion of the development and construction of the Said Project.

h. The First Party shall duly and promptly inform the Second Party of all notices received by the First Party from the concerned competent Government Authorities connected with or concerning with the Said Project.

i. The First Party shall not alienate or create any further or other Encumbrance or in any manner dispose off the Said Land or any part thereof.

j. The First Party shall indemnify and hold harmless the Second Party from all costs, claims, demands, losses and damages relating to or arising out of the development, construction and completion of the Said Project due to defect in the title of the First Party.

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14. RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:

a. The Second Party shall carryout the construction and development work according to the approved plan and specifications.

b. The Second Party shall complete the construction of the Said Project within 24 months with further 6 (six) months grace period, including any extension or as mutually agreed between First Party and Second Party, from the date of approval by UPRERA.

c. In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement and further the Second Party shall indemnify and keep indemnified the First Party from any claim on this account.

d. The Second Party will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc., that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the said Land and/or out of any deed, act or thing on the part of the First Party, in which case the same shall be exclusively borne by the First Party.

e. The Second Party shall be entitled to obtain Project finance from any scheduled bank/ NBFC and to that

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effect, the First Party shall provide or requisite assistance as may be required by Second Party to the said effect.

f. The Second Party shall not deviate from the Approved Sanction Plan, the Accepted Specifications, terms and conditions as approved, sanctioned and stipulated by the competent Government Authority and the Applicable Laws.

g. The Second Party shall employ adequate and duly qualified manpower including engineers, supervisors, labour and other staff and personnel as may be required and in sufficient numbers so as to ensure the timely and efficient development and construction of the Said Project.

h. The Second Party undertakes to carry out all remedial actions as may be required from time to time including substitution of contractors, appointment of additional contractors, supervisors and other personnel as may be necessary for development of the Said Project.

i. The Second Party shall duly comply with Applicable Laws, rules and regulations and abide by all safety norms and regulations duly honour all commitments to labour and all contractors employed by it as also to all suppliers of materials and services and shall not do or permit anything to be done which may result in any injury, threat, loss or damage to the First Party or to any other person.

j. That Second Party shall cause the Contractor(s) and/or sub-contractor or agencies to adhere and comply with all

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the rules and regulations related to safety, medical or any other facilities to labour under the applicable labour laws.

15. MUTUAL OBLIGATIONS OF THE PARTIES:

a. In event of any compulsory acquisition/requisition of the Said Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/ requisition of the Said Land or any part thereof before the completion of the Said Project or the demarcation and division of the respective allocations of the Parties, whichever is later, all the Parties shall jointly contest the same.

b. The Parties herein have come together under this Agreement for the mutual benefit of each other and hence each Party shall carry out and perform their respective obligations in their true letter and spirit. It is agreed between the Parties that none of the Parties shall take any step or action which may jeopardize the rights to the Land and the development and construction of the Said Project.

c. That Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by the Parties herein, to become untrue or inaccurate or misleading, at any point of time.

16. MARKETING AND SELLING:

a. After the approval of the project by UPRERA, the

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Second Party shall solely be authorized and responsible for conceptualizing the marketing, selling, advertising, branding and the pricing of the Units in the Said Project. The Second Party shall have final say in such matters and First Party shall authorize any person of Second Party, if required by operation of law, to collect the sale proceeds, sign agreements, issue receipts for the units in the Said Project.

b. The Second Party shall be solely authorized to appoint Channel Partners/ brokers for the said Project.

17. NO REPUDIATION

a. Since considerable expenditure, efforts and expertise are involved in developing the Said Project, it is an express condition of this Agreement that neither Party and/or it's/nominees, legal heirs, successors, etc. agent and/or Persons claiming under the other Party shall terminate, repudiate, cancel or back-out from this Agreement under any circumstances whatsoever, subject to other relevant provisions of this Agreement. However, in such an eventuality, either Party shall be entitled, besides its other rights, to get this Agreement specifically enforced/ performed through any or all legal measure available to it for the specific performance thereof at the cost and risk of the other Party/s.

b. In pursuance of the due performance of the obligations herein contained and the Parties hereto duly performing and observing all the covenants herein contained, this

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Agreement shall not be revoked or cancelled, subject to Clause/ Article 21 of this Agreement and shall be binding on all the Parties with full force.

c. In the event if any Party is not in a position to perform its obligations under this Agreement, the other Party shall take over the obligations of the defaulting Party at the cost and expense of the defaulting Party but this Agreement shall not be revoked or cancelled in any event whatsoever subject to Clause/ Article 21 of this Agreement.

18. EXCLUSIVITY:

a. The First Party hereby agrees that it shall not enter into any agreement for sale, Transfer, lease and/or development nor will it create any interest or any part thereof or any other arrangement in respect thereof nor create any title, interest, charge, mortgage, lien, etc. in the said Land or any part thereof or deal with the same in any manner whatsoever and shall also not interfere, in any manner whatsoever, with the possession of the Second Party, whether legal or actual, of the said Land or any part or portion thereof upon which the said Project is going to be constructed ,during the subsistence of this Agreement.

b. The First Party hereby agrees that from the date of execution of this Agreement, it shall neither directly or indirectly, through any representative or otherwise solicit or entertain offers, negotiate with or in any manner encourage, discuss, consider or accept any proposal of any other Person or entity relating to the acquisition or

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development of the said Land or creation of any charge over the said Land or any part thereof in any manner whatsoever nor shall it, whether directly or indirectly, enter into any similar arrangement or any other arrangement of any kind whatsoever with respect to the said Land with any Third Party and that the Second Party shall have exclusive rights to deal with the said Land in the manner as agreed between the Parties to this Agreement.

19. FORCE MAJEURE EVENT

a. Force Majeure Event shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and, (iii) has a Material Adverse Effect.

i. Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire (to the extent originating from a source external to the Said

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Project), flood, earthquake, storm, hail storms, landslides, lightning explosions, whirlwind, cyclone, plagues, epidemic, pandemic and exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Project Land;

ii. Epidemic, Pandemic, Lockdown, Famine, and any other similar situation covered under Disaster Management Act, 2005 and Epidemic Diseases Act, 1897 [amended by Epidemic Diseases (amendment Ordinance, 2020)];

iii. An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;

iv. Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, Third Party action, governmental or other authority or any other act of commission or omission

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or cause beyond the control of the Party affected thereby;

v. The non-grant of the Applicable Permits for the Said Project and/or development of the Said Project Land within the stipulated time for the reasons beyond the control of the Affected Party;

vi. the Change in Law;

vii. Any event or circumstances of a nature analogous to the foregoing.

b. Neither Party shall be liable for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to Force Majeure Event.

c. If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

i. give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and

ii. use reasonable efforts to remedy such occurrence as quickly as possible.

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d. To the extent required by any such occurrence, performance hereunder by the Party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected

20. TERM AND TERMINATION:

a. This Agreement shall remain valid, effective and binding on the Parties commencing from the Effective Date and shall continue and remain in full force till it is terminated by any Party only in accordance of the provisions of this Agreement.

b. This Agreement may be terminated by the Parties on mutually agreeable terms.

c. **Termination by the Second Party:** Not withstanding any other right and remedy available under the Applicable Laws or under this Agreement, the Second Party shall be entitled to forthwith terminate this Agreement in the following events:

(i) The First Party fails to discharge its obligations as mentioned in this Agreement as well as the Approved Resolution Plan which has been approved by the Adjudicating Authority (Hon'ble NCLT, Bench-III, New Delhi);

(ii) The First Party goes insolvent or bankrupt and /or insolvency proceeding is initiated against the First Party.

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Director

For HIGHTOWN RESIDENCES PVT. LTD.
Director

For ROHTAS PROJECTS LTD.
Authorised Signatory

(iii) The First party looses the right and entitlement in the said Project / said Project Land.

d. In the event of termination of this Agreement by the Second Party in terms of this Article, the First Party shall refund the aggregate of the following to the Second Partywithin15 (fifteen) Business Days of such termination:

(i) Total amount paid by the Second Party to the First Party. It is, however, made clear that upon receipt of the payment by Second Party from First Party, the first priority of payments shall be of Mr. Shashank Gupta & Mr. Parag Garg and the Second Party shall pay the same to Mr. Shashank Gupta & Mr. Parag Garg against their loan reflected in the Books of Second Party.

(ii) The amount incurred in construction, marketing, promotion, administration of the said project.

(iii) Any other charges paid or expenses incurred by the Second Party or on account of any default by the First Party,

(iv) any payments made to any governmental authority including but not limited to LDA and

(v) Interest at the rate of 18% per annum on all the amounts and other charges/expenses incurred by the Second Party in terms of this Agreement.

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e. In the event of any default by the First Party under this Agreement, the Second Party may without prejudice to its other rights serve notice on the First Party to rectify such default or failure within a period of 10 days and if such default or failure is not rectified within such period of 10 days, the Second Party shall be entitled to terminate this Agreement by giving 7 days' notice in writing to the First Party and also entitled at its own discretion to enforce the specific performance of this Agreement.

f. Since of the Directors of the First Party, pursuant to terms of this Agreement, shall be inducted in the Board of Directors of Second Party and the First Party shall also have 50% shareholding, as mentioned above, therefore, in the event of termination, nominated Directors from the side of the First Party shall immediately resign from the Board of Directors of Second Party and First Party shall further be required to transfer its shareholding of 50% in the Second party Company in favour of Mr. Shashank Gupta & Mr. Parag Garg.

21. MISCELLANEOUS

a. This Agreement shall be governed by, and construed in accordance with the Laws of India.

b. **ARBITRATION**

i. That All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their

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respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, which cannot be settled by mutual discussion within 15 days from the date of arising of such dispute / difference, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.

ii. That the Parties shall mutually appoint a sole arbitrator to resolve the dispute or differences, failing which it shall be appointed in accordance with Arbitration and Conciliation Act, 1996.

iii. The place/seat of arbitration shall be LUCKNOW and the language of the Arbitration proceeding shall be English.

iv. During the pendency of any dispute resolution exercise whether by negotiations or arbitration, the Parties shall be bound by the terms of this Agreement and shall

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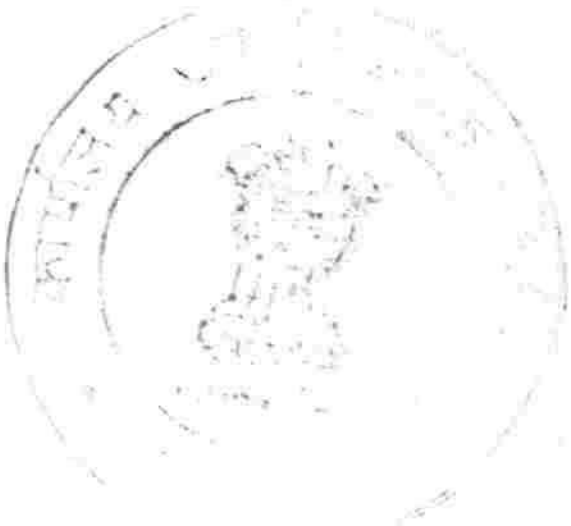
Director



continue to perform their respective obligations not under dispute under this Agreement.

c. **JURISDICTION:** In case of any dispute arising out of or in connection with this Agreement and its stipulations between the Parties or any part of this Agreement and any matter arising out of this Agreement, the only place of jurisdiction shall be LUCKNOW i.e. the Courts and quasi-judicial authorities at Lucknow shall have exclusive jurisdiction and the jurisdiction of Courts and quasi-judicial authorities at places other than LUCKNOW stands specifically excluded.

d. The Agreement is drawn up in the English language. All notices and other communications under the Agreement will be in English. Each party agrees to provide to the other party written notice in the event of a change of address or change in ownership. All notices given pursuant to this Agreement shall be in writing and shall be given in person, by courier or by mail to their respective address.

e. That parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this agreement shall operate only between the parties to this agreement and shall inure solely to the benefit of the parties to this agreement. The provisions of this agreement are

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Director

intended only to assist the parties in determining and performing their obligations under this agreement. The parties to this agreement intend and expressly agree that only parties signatory to this agreement shall have any legal or equitable right to seek to enforce this agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this agreement, or to bring an action for the breach of this agreement.

f. **SEVERABILITY:** if in case any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of the land, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired. The Parties hereto shall then use all reasonable endeavours to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision

g. That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall

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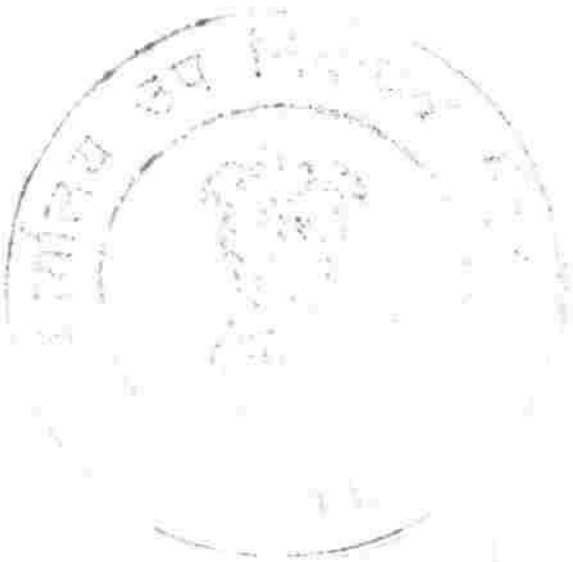

be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc. This Agreement shall be read alongwith all previous understandings/arrangements between the parties pertaining to the Said Land and the Said Project.

h. CONFIDENTIALITY:

i. The parties agree and undertake that they shall treat and keep secret all confidential information which has already been disclosed to it or which may be disclosed to it hereafter pursuant to this Agreement.

ii. Subject to the what has been stated hereinabove of this Agreement, the Parties hereby agree to hold, and to cause their respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its affiliates, directors, officers, employees, representatives and agents to hold, in strictest confidence any and all of the confidential data, Plans, proposals, or other material or any other information related to the transaction as contemplated between the First Party and the Second Party not in the public domain concerning or utilized by the Second Party and not to disclose any such information to any Third Party, except as reasonably may be required in the fulfillment of this Agreement or in connection with the financing

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agreements or obtaining loans or other credit under the Financing Agreements. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure - (i) of information that is in or enters the public domain other than by reason of a breach, by the Person receiving such information; or (ii) of information that was legally in the possession of the receiving Person prior to its disclosure to such Person; or (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction. Each Party shall be responsible for any breach of this Article by its respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its affiliates, directors, officers, employees, representatives and agents.

iii. That disclosure by either party of the terms of this Agreement to any Government body or any other person shall be in the manner as mutually agreed upon by the Parties

i. **ENTIRETY:** That Agreement alone represents and constitutes the entire agreement and understanding between the Parties with respect to the subject matter and matters dealt with herein and shall supersede all

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other previous arrangement, Agreement and assurance re the subject matter.

j. **CONTINUING OBLIGATIONS**. The existence of any dispute, difference or claim shall not relieve either party of its respective obligations under this Agreement.

k. WAIVER:

i. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on occasion will not be deemed to be waiver of the same or any breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation of the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that it may otherwise have, in law or in equity. However, the waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement, nor shall such

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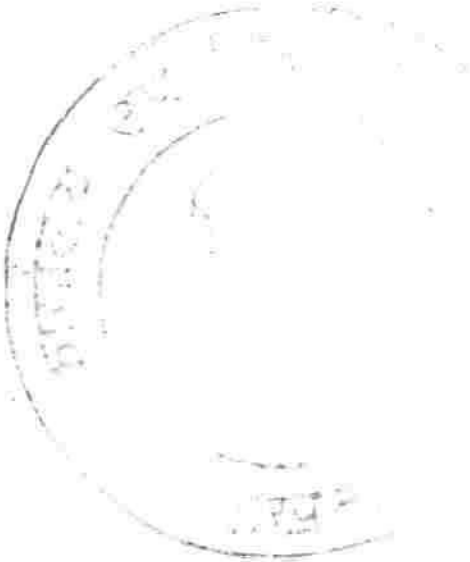

waiver be deemed to be or construed as a waiver by any other Party.

ii. No forbearance, indulgence or relaxation or inaction by any Party hereto at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver or acquiescence by any Party hereto of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

iii. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

l. This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded

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herein. Nothing contained herein shall confer, on any Party, the authority to incur any obligation or liability on behalf of the other Party or bind the other.

m. That Parties shall not do any act, deed, matter or thing whereby or by means whereof the license and/or approval granted by any authority for the development of the Said Project land is or may be or likely to be cancelled, terminated or otherwise made valid and inoperative.

n. The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable state or Central laws or terms of license, permission, sanctions, approvals etc. for the development of the Said Land.

o. Each Party shall indemnify other against any claims, demands, actions, loss, damage, costs or expenses suffered by the other(s) as a consequence of any breach of any of the terms of this Agreement.

p. The language of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. The introduction, appendix, exhibits and riders (if any) to this Agreement, are a part of this Agreement, which constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings,

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representations or statements relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. Except as otherwise expressly provided herein, this Agreement may be modified only by a written agreement signed by all the parties.

q. The headings of articles and sections are for convenience only and do not limit or construe their contents. Capitalized words shall have the meanings defined where such terms occur in quotation marks in this Agreement. All words used in any number or gender shall extend to include any other numbers or gender as the context may require. If any provision of this Agreement is capable of more than one construction, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. The word "including" shall be construed to include the words "without limitation."

r. **AMENDMENTS AND MODIFICATIONS**: Any modification or amendment to this Agreement must be mutually agreed upon and shall be effective only if presented in writing and signed by the authorized representative of the Parties.

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For HIGHTOWN RESIDENCES PVT. LTD.
Director

For ROHTAS PROJECTS LTD.
Authorised Signatory

कमीशन पुष्टि विलेख - धारा-52

आवेदन सं०: 202500821046445

विक्रय अनुबंध विलेख (बिल्डर)

बही स०: 1 रजिस्ट्रेशन स०: 6250 वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 6441000 बाजारी मूल्य - 92007432 पंजीकरण शुल्क - 920080 प्रतिलिपिकरण शुल्क - 260 योग : 920340

प्रार्थना पत्र कमीशन दिनांक द्वारा
श्री, हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड, द्वारा शशांक गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि
के क्रम में
मै उप निबंधक : नमिता श्रीवास्तव- प्रभारी
जनपद : सदर द्वितीय लखनऊ

श्री, हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड, द्वारा
शशांक गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि
पुत्र श्री कृष्णा बिहारी
व्यवसाय : व्यापार
निवासी : 405-406, एल्डिको कॉर्पोरेट टावर, विभूति खंड, गोमती नगर, लखनऊ-226010

श्री, हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड, द्वारा शशांक गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि

पर उपस्थित हुआ। उक्त श्री हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड, द्वारा शशांक गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि द्वारा यह लेखपत्र निबंधन हेतु मेरे समक्ष
समय 14/06/2025 एवं 06:16:04 PM बजे उक्त निवास/अन्य स्थान पर प्रस्तुत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव- प्रभारी
उप निबंधक- सदर द्वितीय
लखनऊ

14/06/2025

निबंधक लिपिक
राजेश कुमार यादव

प्रिंट करें

s. **STAMP DUTY AND REGISTRATION COST:**

The Stamp duty and registration charges, as applicable, in respect of this Agreement, have been borne by the First Party and Second party in equal proportion.

The area over which the FSI is being consumed is roof of the ground floor is 30,000 Sq. Ft. i.e. 2788.104 Sq. Mtr. The circle rate for more than 18 Mt. wide road for Vibhuti Khand, is Rs. 60,000/- per Sq. Mtr. Since the area for which this builder agreement is on roof of Ground Floor so as per point 11(Ka) of prevailing circle rate list, half of circle rate comes to Rs. 30,000/-. The value of 2788.104 Sq. Mtr. at the rate of Rs. 30,000/- comes to Rs. 8,36,43,120/-. The said property is situated at two roads so after enhancement of 10% in Valuation, the Value as per circle rate list comes to Rs. 9,20,07,432/-, on which a stamp duty of Rs. 64,41,000/- only is being paid accordingly.

SCHEDULE OF PROPERTY

All that piece and Parcel of Roof area of 30,000 Sq. Ft. i.e. 2788.104 Sq. Mtr. over Ground Floor at Plot No. T.C.G-4/4, Vibhuti Khand, Gomti Nagar, Lucknow, which is bounded as under:

BOUNDARY OF PLOT NO. TCG-4/4

East	- Plot No. TC/G-5
West	- 30 Mt. wide Road
North	- Part of Plot No. TCG-4/4, Group Housing
South	- 30 Mt. wide Road

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.
Director

For HIGHTOWN RESIDENCES PVT. LTD.
Director

For ROHTAS PROJECTS LTD.
Authorised Signatory

आवेदन सं०: 202500821046445

बही स०: 1 रजिस्ट्रेशन स०: 6250 वर्ष: 2025

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

विक्रेता: 1

श्री विंग कंस्ट्रक्शन्स एंड डेवलपर्स प्राइवेट लिमिटेड के द्वारा जावेद इरशाद, पुत्र श्री इरशाद अजमी

निवासी: डी-277, विभूति खंड, गोमती नगर, लखनऊ-22601 (यूपी)

व्यवसाय: व्यापार


विक्रेता: 2

श्री रोहतास प्रोजेक्ट्स लिमिटेड के द्वारा जावेद इरशाद, पुत्र श्री इरशाद अजमी

निवासी: डी-277, विभूति खंड, गोमती नगर, लखनऊ-22601 (यूपी)

व्यवसाय: व्यापार


क्रेता: 1

श्री हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड, के द्वारा शशांक गुप्ता , पुत्र श्री कृष्णा बिहारी

निवासी: 405-406, एल्डिको कॉर्पोरेट टावर, विभूति खंड, गोमती नगर, लखनऊ-226010

व्यवसाय: व्यापार


ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री कृपा शंकर पाण्डेय, पुत्र श्री जय कुमार

निवासी: वनवा, धमधुआ पोस्ट-कुमारगंज, जिला-अयोध्या

व्यवसाय: अन्य


पहचानकर्ता : 2

श्री असद उल्लाह, पुत्र श्री शफाकत उल्ला

निवासी: बी 1375, इंदिरा नगर, लखनऊ

व्यवसाय: अन्य


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव, प्रभारी
उप निबंधक सदर द्वितीय
लखनऊ
14/06/2025

राजेश कुमार यादव
निबंधक लिपिक लखनऊ
14/06/2025

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।
टिप्पणी :

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses.

WING CONSTRUCTIONS
& DEVELOPERS PVT. LTD.

Director

FIRST PARTY

Wing Constructions & Developers Pvt. Ltd.
Director
Jawed Irshad
Mobile-9415020617

WITNESSES:

1.

Kripa Shanker Pandey
Son of Sri Jay Kumar
R/o Wanwa, Dhamthua
Post-Kumarganj, Dist-Ayodhya
Mob-8604965231
Occupation-Other

2.

Asad Ullah
Son of Shafaqat Ullah
R/o B-1375, Indira Nagar,
Lucknow
Mob-9696565288
Occupation-Business

For HIGHTOWN RESIDENCES PVT. LTD.

Director

SECOND PARTY

Hightown Residences Pvt. Ltd.
Director
Shashank Gupta
Mobile-8141481414

For ROHTAS PROJECTS LTD.

Authorised Signatory

THIRD PARTY

Rohtas Projects Ltd.
Director
Jawed Irshad
Mob-9415020617

Typed and Drafted By:

(Sandeep Shukla)
Advocate

आवेदन सं०: 202500821046445

बही संख्या 1 जिल्द संख्या 28168 के पृष्ठ 129 से 248 तक क्रमांक 6250 पर दिनाँक 14/06/2025 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव- प्रभारी
उप निबंधक : सदर द्वितीय
लखनऊ
14/06/2025

INDIA NON JUDICIAL

IN-UP73428161018404X

Government of Uttar Pradesh

e-Stamp 10695

Certificate No.	:	IN-UP73428161018404X
Certificate Issued Date	:	30-Sep-2025 05:53 PM
Account Reference	:	NEWIMPACC (SV)/ up14214504/ LUCKNOW-SADAR/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP1421450444186430487477X
Purchased by	:	HIGHTOWN RESIDENCES PVT LTD AND OTHER
Description of Document	:	Article 34A Instrument Correcting a purely Clerical Error
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	WING CONSTRUCTION AND DEVELOPERS PVT LTD
Second Party	:	HIGHTOWN RESIDENCES PVT LTD AND OTHER
Stamp Duty Paid By	:	HIGHTOWN RESIDENCES PVT LTD AND OTHER
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

AGC NEHE ATUL KUMAR MISHRA UP14214504 Mob:- 9935543561 LUCKNOW

E-STAMP LOCKED SUB REGISTRAR II LUCKNOW 3/10/25

Sub Registrar-III SCANNED AND UPLOAD Lucknow

Please write or type below this line

Rohtas Projects Limited

Authorised Signatory

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.

DIRECTOR

For HIGHTOWN RESIDENCES PVT. LTD.

Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Correction Deed

This Correction Deed is made on this 30 day of September, 2025 at Lucknow.

BETWEEN

1. **WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.**, a company duly incorporated under the provisions of Companies Act, 1956, having its registered address at D-277, Vibhuti Khand, Gomti Nagar, Lucknow, UP 226010, being represented through its Director MR. JAWED IRSHAD duly authorized vide Board Resolution passed in the meeting of the Board of Directors held on 05.06.2018 (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the First Part; (PAN-AABCW1060G)

AND

Rohtas Projects Limited,

Authorised Signatory

For HIGHTOWN RESIDENCES PVT. LTD.

Director

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.

DIRECTOR

2. **HIGHTOWN RESIDENCES PVT. LTD.**, a company duly incorporated under the provisions of Companies Act, 1956, having its registered address at 405-406, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow 226010, being represented through its Directors MR. SHASHANK GUPTA, duly authorized vide Board Resolution passed in the meeting of the Board of Directors held on 04.10.2023 (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the Second Part; (PAN-AAGCH1215D)

AND

3. **ROHTAS PROJECTS LTD.**, a company duly incorporated under the provisions of Companies Act, 1956, having its registered address at D-279, Vibhuti Khand, Gomti Nagar, Lucknow, UP 226010 being represented through its Director MR. JAWED IRSHAD duly authorized vide Board Resolution passed in the meeting of the Board of Directors held on 01.06.2022 (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, subsidiaries, associates and permitted assigns) of the Third Part;
(PAN-AACCR7598H)

WING CONSTRUCTIONS
& DEVELOPERS PVT. LTD.
DIRECTOR

For HIGHTOWN RESIDENCES PVT. LTD.
Director

Rohtas Projects Limited
Authorised Signatory

(The First Party, Second Party and Third Party are hereinafter collectively referred to as the "Parties").

WHEREAS

- The Parties executed a Builders Agreement which was registered at Deputy Registrar Sadar-II Lucknow vide Bahi No.-1, Zild No.-28168, Page No. 129 to 248, Serial No.-6250 on Date - 14/06/2025 in respect of the project owned by Rohtas Projects Ltd., with a plan to develop the commercial project over the roof area of the ground floor at Plot No. TCG-4/4, Vibhuti Khand, Lucknow, as per the latest sanctioned map by the Lucknow Development Authority ("LDA");

- The said project was earlier known as "Presidential Arcade" and has now been renamed as "Joystreet" in all documents submitted to the U.P. Real Estate Regulatory Authority (U.P. RERA);

- The Parties now desire to amend Clause 20(b) and related sub-clauses and Clause 21 of the said Developer Agreement to clarify that any acts, rights, obligations or remedies contemplated thereunder shall be undertaken strictly in accordance with the provisions of U.P. RERA and the rules/regulations framed thereunder.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Amendment to Clause 20 (Termination): Any right of termination, action, consequence or remedy stated under Clause 20 of the

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.
DIRECTOR

For HIGHTOWN RESIDENCES PVT. LTD.
Director

Rohtas Projects Limited
Authorised Signatory

आवेदन सं०: 202500821077991

शुद्धिपत्र

बही सं०: 1 रजिस्ट्रेशन सं०: 10696 वर्ष: 2025

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

श्री विंग कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड द्वारा
जावेद इरशाद अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री इरशाद आजमी
व्यवसाय : व्यापार
निवासी डी-227, विभूति खण्ड, गोमती नगर, लखनऊ

जावेद इरशाद अधिकृत पदाधिकारी/
प्रतिनिधि

श्री, विंग कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड द्वारा

ने यह लेखपत्र इस कार्यालय में दिनाँक 03/10/2025 एवं 12:00:29 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आलोक सिंह प्रभारी
उप निबंधक :सदर द्वितीय
लखनऊ
03/10/2025

राजेश कुमार यादव
निबंधक लिपिक
03/10/2025

कार्यालय उप निबंधक

Developer Agreement shall be exercised strictly in accordance with the provisions of U.P. RERA and the rules/regulations framed thereunder, as applicable to the project "Joystreet".

2. Amendment to Clause 21 (No Repudiation, etc.): All rights, obligations, restrictions, undertakings and prohibitions under Clause 21 of the Developer Agreement shall be operative, enforceable and effective only in accordance with U.P. RERA and the rules/regulations framed thereunder, as applicable to the project "Joystreet".
3. Confirmation of Other Terms: Save and except the above modifications, all other terms and conditions of the Developer Agreement dated 14 June 2025 shall remain unchanged and binding on the Parties.

IN WITNESS WHEREOF,

The Parties hereto have executed this Addendum Deed on the day, month and year first above written.

WING CONSTRUCTIONS & DEVELOPERS PVT. LTD.
DIRECTOR

For HIGHTOWN RESIDENCES PVT. LTD.
Director

Rohtas Projects Limited
Authorised Signatory

आवेदन सं०: 202500821077991

बही सं०: 1 रजिस्ट्रेशन सं०: 10696 वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि व प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री विंग कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड के द्वारा जावेद इरशाद,

पुत्र श्री इरशाद आजमी

निवासी: डी-227, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

पक्षकार द्वारा सत्यापित पैन XXXXXX 060G

[WING CONSTRUCTIONS & DEVELOPERS PRIVATE LIMITED

प्रथम पक्ष: 2

श्री रोहतास प्रोजेक्ट्स लिमिटेड के द्वारा जावेद इरशाद,

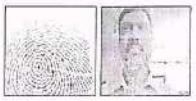
पुत्र श्री इरशाद आजमी

निवासी: डी-227, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

पक्षकार द्वारा सत्यापित पैन XXXXXX 5981I

[ROHTAS PROJECTS LIMITED



द्वितीय पक्ष: 1

श्री हाईटाउन रेजीडेंसेज प्राइवेट लिमिटेड के द्वारा शशांक गुप्ता,

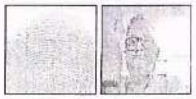
पुत्र श्री कृष्णा बिहारी

निवासी: 405-406 ,एल्डिको कॉर्पोरेट टावर, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

पक्षकार द्वारा सत्यापित पैन XXXXXX 215D

[HIGHTOWN RESIDENCES PRIVATE LIMITED



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री सुनील कुमार, पुत्र श्री राम किशोर

निवासी: मोहनलालगंज, लखनऊ

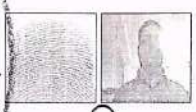
व्यवसाय: अन्य

पहचानकर्ता : 2

श्री नवीन कुमार सिंह, पुत्र श्री दया शंकर सिंह

निवासी: उतरठिया, लखनऊ

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आलोक सिंह प्रभारी
उप निबंधक : सदर द्वितीय
लखनऊ
03/10/2025

राजेश कुमार यादव
लिपिक निबंधक लखनऊ
03/10/2025

ने की । पत्यक्षत भद साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी

WING CONSTRUCTIONS
& DEVELOPERS PVT. LTD.

DIRECTOR

For Wing Constructions & Developers Pvt. Ltd.

(First Party)

For HIGHTOWN RESIDENCES PVT. LTD.

Director

For Hightown Residences Pvt. Ltd.

(Second Party)

Rohtas Projects Limited

Authorised Signatory

For Rohtas Projects Ltd.

(Third Party)

Witnesses:

1. Sumesh Kumar

   S/o Ram Kishor

   Address- Mohanlalganj,

   Lucknow, UP

   Mob-8960409080

2. Navin Kumar Singh

   S/o Daya Shankar Singh

   Address- Utrathiya, Lucknow, UP

   Mob-8687940005

Type by

Avanish

Drafted By

Sharafat Ali (Advocate)

आवेदन सं०: 202500821077991

बही संख्या 1 जिल्द संख्या 28375 के पृष्ठ 73 से 84 तक क्रमांक 10696 पर दिनाँक 03/10/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
03/10/25

आलोक सिंह प्रभारी
उप निबंधक : सदर द्वितीय
लखनऊ
03/10/2025

कार्यालय उप निबंधक (द्वितीय)
सत्यमेव जयते
लखनऊ

उप रजिस्ट्रार : नगर, दिल्ली नवनगर क्रम : 202532041853

आवेदन संख्या : 20250821077001

नोट का प्रार्थना पत्र प्रस्तुत करने का दिनांक : 2025-10-03 00:00:00

स्टाम्प वेंडर का नाम : कमल इण्डस्ट्रीज

नोट का प्रकार : गृहिणी

प्रतिफल की धनराशि : 0 / 0.00

1. रजिस्ट्रीकरण शुल्क : 100

2. प्रतिलिपिकरण शुल्क : 60

3. रिसीवर का सत्यापन शुल्क :

4. मुख्तार व अधिवक्ता कल्याण निधि शुल्क :

5. कमीशन शुल्क :

6. विविध :

7. प्रोसेस फीस :

1 से 6 तक का योग : 160

शुल्क जमा करने का दिनांक : 2025-10-03 00:00:00

दिनांक जब नोट प्रतिलिपि का तामील प्रमाण पत्र सत्यापन करने के लिए तैयार होगा : 2025-10-03 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

10696/95