



उत्तर प्रदेश UTTAR PRADESH

BC 373156

AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE

This AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE is made and executed at Ghaziabad on this 1st day of AUGUST, 2012,

BETWEEN

M/s. M. R. Proview Real Tech Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, and it's registered office at 190, Saini Enclave Vikas Marg Extn., Delhi-110092, represented through its' Authorized Signatory Sh. R. P. TIRARI, duly authorized by Board Resolution dated 24-2-2012, hereinafter referred to as the **MRPRPL** of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns).

AND

M/s. Prestige Infratech Private Limited a Company incorporated under the provisions of the Companies Act, 1956, and it's registered office at 5/5, Desh Bandhu Gupta Road, Paharganj, New Delhi-110055, represented through it's authorized signatory Sh. Subhash Agarwal, duly authorized by Board Resolution dated 30th July, 2012, hereinafter referred to as the **PIPL** of the Second Part(which expression shall unless repugnant to the meaning or context thereof include his / her / their executors, administrators, successors and assigns).

For M/s. M. R. PROVIEW REAL TECH PVT LTD

For M/s. PRESTIGE INFRATECH

(The MPRPPL and PIPPL collectively referred to as the "Parties" and individually "Party")

WHEREAS the MPRPPL has purchased following total land area measuring 19702.01 Sq. Mtrs.:-

- (i). 12542 Sq. Mtrs. Land of Khsara No. 1048 & Khata No. 00390 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. pGhaziabad purchased from Sh. Praveen S/o. Sh. Satyabir, Sh. Rajendra S/o. Sh. Satyabir and Smt. Bala Devi W/o. Sh. Satyabir all resident of Village Noor Nagar, Pargana Loni, Tehsil and District Ghaziabad vide registered sale deed numbered as Bahi No. 11.01.2011 Zild No. 4473 Pages from 269 to 1050 at Serial No. 248;
- (ii). 4930 Sq. Mtr. land of Khasra No. 1049 & Khata No. 01003 situated in Village Noor Nagar, Ghaziabad, Pargana Loni Tehsil & Distt. Ghaziabad from Sh. Sukhvir S/o Sh. Shera resident of Village Noor Nagar, Pargana Loni & Tehsil & Distt. Ghaziabad vide registered Sale Deed dated 17-01-2011, being numbered as 375 pages 205 to 538, Bahi No. 1 Zild No. 4483; and
- (iii). 285 Sq. Mtr. of land of Khasra No. 1059 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad purchased from M/s. Lotus Enterprises a partnership firm having it's office at K.I. - 3, Kavi Nagar, Ghaziabad vide registered Sale Deed dated 12.07.2012, being numbered as 8625 pages 399 to 428, Bahi No. 1 Zild No. 6036; and
- (iv). 1945.01 Sq. Mtr. land of Khasra No. 1060 & Khata No. 1059 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad purchased from M/s. R. K. S. Buildcon India Pvt. Ltd. having it's office at 220, Village - Burari, Delhi vide registered Sale Deed dated 09.07.2012, being numbered as 8463 pages 237 to 334, Bahi No. 1 Zild No. 6025;

ANDWHEREAS thereafter got the sanction of plans under the name OFFICER CITY 2 from Ghaziabad Development Authority (GDA) on the aforesaid land vide the sanctioned letter dated 09.05.2012 numbered as Drawing No. 882240/GMP/GH/11-12.

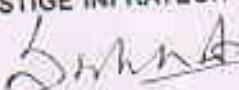
ANDWHEREAS out of the above total land the MPRPPL has sold 2673.32 Sq. Mtr. undivided land with 8521.21 Sq. Mtr. approved/sanctioned FSI (BLOCK-FKI) to the PIPPL vide registered sale deed dated 01/08/2012

For M.R. PRESTIGE INFRATECH PVT. LTD.



Attest. by: [Signature]

For PRESTIGE INFRATECH PVT. LTD.



Director

being numbered as 9752 pages 127 to 408, Bahi No. 01 Zild No. 6111 (Hereinafter referred to as the said Property) and against the sales consideration received from PIPL, MRRPL undertakes to provide all common services, facilities, amenities etc. in consonance with the OFFICER CITY 2 project to the PIPL and it's subsequent transferees, assignees, flat buyers etc. on the following terms and conditions:

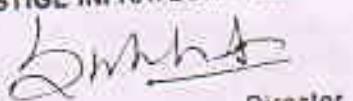
NOW, THEREOF, THIS AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE WITNESSETH AS UNDEER :-

1. That the MRRPL has agreed to provide all the common services, facilities, amenities etc. linked with the OFFICER CITY 2 project to the PIPL and it's subsequent transferees, assignees, flat buyers etc. in consideration of purchase of said Property/Site by the PIPL.
2. That the MRRPL shall have no objection, if PIPL uses the available undivided space/common areas in the Officer's City 2 for staking of construction materials/space for labour etc.
3. The MRRPL shall assist the PIPL in acquiring RMC or any other construction materials from common vendors supplying such materials in Officer's City 1 & 2 to PIPL on direct payment basis. The PIPL shall be entitled to get such materials on the same cost as of MRRPL.
4. That the MRRPL shall assist the PIPL for supply of electricity and water for construction purposes on cost basis.
5. That the MRRPL shall provide the facilities of common entrance and exit way, Club, swimming pool, parks, common roads and other undivided common facilities in the Group Housing Project to the PIPL and it's Allottees, Flat Buyers, Subsequent Transferees etc. on the common terms of maintenance as applicable to all the residents of OFFICER CITY 2.
6. That the MRRPL shall be bound to provide all common/infrastructural facilities within Officer's CITY 2 such as common approach roads, land escarping, sanitary/sewer line, boundary wall, electricity connection, electricity meter and other common amenities at it's own cost to PIPL and it's Allottees, Flat Buyers, Subsequent Transferees etc..

For M.R. PROGRESSIVE GROUP LTD.



For PRESTIGE INFRATECH PVT. LTD.



Director



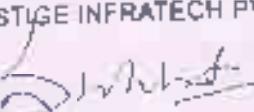
7. That the MRRPL shall be bound to complete all common/infrastructural facilities required within 24 to 30 months from the date of execution of sale deed. In case of any delay the MRRPL shall be liable to pay damages to the PIPL or its Allottees, Flat Buyers, Subsequent Transferees etc. till the common/infrastructural facilities provided to them.
8. That MRRPL shall provide the facility of Club to the PIPL's flat buyers, assignees, subsequent transferees etc. on chargeable basis. The amount of Rs50000.0 as Club membership received from the members shall be shared in the ratio of 25:75 (Rs12500: Rs37500) in between MRRPL (25%) and PIPL (75%).
9. That the MRRPL shall be bound to provide the facility of electricity meter, power back up to the PIPL and its Allottees, Flat Buyers, Subsequent Transferees etc. of flats on one time chargeable basis. The charges received by the PIPL and its Allottees, Flat Buyers, Subsequent Transferees etc as Power Backup charges @Rs20000.0 per KVA. shall be handed over to MRRPL. The MRRPL shall bear the cost of providing electricity connection cable up to one point within the Block "F" of PIPL.
10. That common maintenance including security of Officer's City 2 shall be managed wholly & fully by the MRRPL. The entire charges to be received by the occupants/flat owners of PIPL shall be directly taken in favour of MRRPL and also all further regular charges of IFMS @Rs30/sq feet and regular charges of common maintenance shall be paid by occupants/flat owners either directly to the MRRPL or to any RWA formed by the MRRPL.
11. That it is expressly agreed between the Parties that notwithstanding anything stated herein, PIPL shall be free to sell/ transfer the rights, determine the rate to be charged in respect of Units to be constructed by them in respect of their respective FAR, which may include the charges for EDC, IDC, CDC, common area facilities, Club Membership charges, power back up, PLC and ANY other charges from the prospective buyers.

That the MRRPL shall get all kind of no objection certificate from the concerned departments (i.e. Fire Department, Pollution Control Department, Environment Department etc.) and all other costs and charges payable to the Government, Authorities and/or statutory bodies till the completion of project and thereafter also shall be paid by the MRRPL. MRRPL agrees to indemnify and keep the PIPL indemnified against all actions taken, losses or damages suffered or expenses incurred in case the MRRPL fails to pay these costs and charges to the Government, Authorities, concerned department etc.



For MRRPL INFRATECH PVT. LTD.

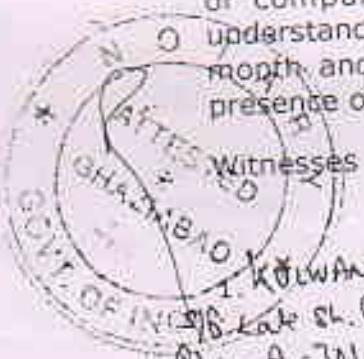
R. Patel
Managing Director

For PRESTIGE INFRATECH PVT. LTD.

J. Patel
Director

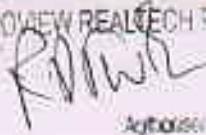
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13. That the MRPPL agrees and confirms to the P1PL that all the obligations arising in this Agreement with respect to the said OFCER CITY 2 project and Property/Site shall take sufficient steps to ensure the performance in this regard.
14. That this agreement is final and cannot be amended, modified or changed in any manner whatsoever except by a written instrument duly signed by the authorized persons of both the parties.
15. That in case of any dispute the matter shall be decided by the sole Arbitrator appointed by both the parties with mutual consent in terms of the Arbitration and Conciliation Act, 1996 and the decision of the sole Arbitrator shall be the final and binding upon both the parties to this Agreement. The venue of arbitration shall be Delhi alone.
16. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement with their sound mind, free will and consent without any force or compulsion of any kind from anybody, after fully reading and understanding each and every clause of this document on the day the month and the year mentioned at beginning of this document in the presence of the following witnesses.



M/s. M. R. Proview Realtech Pvt. Ltd.
For MR. PROVIEW REALTECH PVT. LTD.


Authorized Secretary

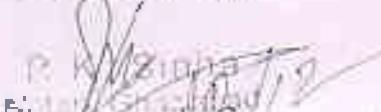
2.

M/s. Prestige Infratech Pvt Ltd.

For PRESTIGE INFRATECH PVT. LTD.


Director

ATTESTED


By: R. M. WILSON
Dated: 10/10/2010