



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL04695784255226W
Certificate Issued Date	: 18-Dec-2024 12:24 PM
Account Reference	: IMPACC (IV)/ dl862703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL04695784255226W
Purchased by	: SCHLOSS BANGALORE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SCHLOSS BANGALORE LIMITED
Second Party	: BROOKPROP PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED
Stamp Duty Paid By	: SCHLOSS BANGALORE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This stamp paper forms an integral part of the First Amendment Agreement to the Development Management Agreement dated December 30, 2024 entered into between Brookprop Property Management Services Private Limited and Schloss Bangalore Limited.

#### 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.

This First Amendment Agreement (“**First Amendment Agreement**”) is entered into on this 30<sup>th</sup> day of December, 2024,

**BY AND BETWEEN:**

**BROOKPROP PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED**, a private limited company incorporated in India with corporate identification number U70109DL2022PTC398862 and having its registered office at Unit No. 101, 1st Floor, Worldmark 2, Asset 8, Aerocity, IGI Airport New Delhi - 110037 India (hereinafter referred to as “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**SCHLOSS BANGALORE LIMITED**, a company incorporated under the Companies Act, 2013, having corporate identification number U55209DL2019PTC347492 and permanent account number ABBCS7760A and having its registered office at the Leela Palace, Diplomatic Enclave, Africa Avenue, Netaji Nagar, South Delhi, New Delhi- 110023, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**.

The Service Provider and the Company are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS:**

- A. The Parties have entered into a development management agreement dated September 16, 2024, pursuant to which the Company has engaged the Service Provider to provide the Services (*as defined under the Development Management Agreement*) to the Company and its subsidiaries.
- B. The Parties have agreed to amend certain provisions of the Development Management Agreement and are entering into this First Amendment Agreement in order to amend the provisions of the Development Management Agreement, to give effect to their revised understanding.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the adequacy of which is hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS**

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined in this First Amendment Agreement, the definitions forming part of the Development Management Agreement would apply *mutatis mutandis* to this First Amendment Agreement, when used in capitalised form in this First Amendment Agreement. The interpretation and/or construction of this First Amendment Agreement shall be in accordance with the rules of interpretation set out in Clause 1 of the Development Management Agreement.

2. **EFFECTIVE DATE**

The amendments set out in Clause 3 of this First Amendment Agreement shall be effective on and from September 16, 2024 (“**Effective Date**”), as if this First Amendment Agreement had been executed along with the Development Management Agreement.

3. **AMENDMENTS**

The Parties hereby agree and acknowledge that, with effect from the Effective Date, the Development Management Agreement shall stand amended as follows:

- 3.1 Clause 4.1.1 of the Development Management Agreement shall stand deleted entirely and replaced with the following:

*“4.1.1 In consideration for discharging the Services in accordance with this Agreement, the Service Provider shall be entitled to (a) a fee equivalent to 3% (Three Percent) of Hard Costs, Soft Costs and land acquisition costs, along with the applicable taxes (“Identified Fees”); or (b) a fee higher than the Identified Fee in the manner set out in Clause 3.2.”*

#### 4. **REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS**

Each Party hereby represents, warrants and undertakes to the other that:

- 4.1.1 it has the necessary powers to execute this Agreement and to perform its obligations hereunder, and all regulatory approvals and corporate and other actions required to authorize the execution of this Agreement, and the performance of its obligations hereunder have been duly taken;
- 4.1.2 this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with the terms hereof;
- 4.1.3 the execution, delivery and performance of this Agreement by it and the consummation of the transactions contemplated hereby, (a) will not violate any provision of its charter documents (b) will not violate any law or regulation in India; and (c) will not violate or is not restricted in any manner under, any order, judgment or direction of any Governmental Agency;
- 4.1.4 there are no claims, investigations or proceedings before any court, tribunal or Governmental Agency, body or agency in progress or, pending against or relating to it, which could prevent such Party from fulfilling its obligations set out in this Agreement or arising from this Agreement;
- 4.1.5 it shall establish and maintain internal policies, procedures and controls intended to ensure compliance with the Applicable FCC Laws; and
- 4.1.6 it shall maintain accurate books and records pertaining to this Agreement.

#### 5. **TERMINATION AND MISCELLANEOUS**

- (a) This First Amendment Agreement shall be co-terminus with the Development Management Agreement. In the event that the Development Management Agreement terminates for any reason, this First Amendment Agreement shall be deemed automatically terminated.
- (b) This First Amendment Agreement: (a) forms an integral part of the Development Management Agreement; and (b) shall be read as a whole together with the Development Management Agreement.
- (c) The Development Management Agreement shall stand modified to the extent as stated in this First Amendment Agreement only. Except to the extent modified as per this First Amendment Agreement, all other terms and conditions of the Development Management Agreement shall remain unchanged and shall continue in full force and effect and shall continue to bind the Parties and be enforceable between the Parties, for

the term and duration contemplated therein, in accordance with the terms thereof. In case of a conflict between the provisions of this First Amendment Agreement and the Development Management Agreement, the provisions of this First Amendment Agreement shall prevail over the Development Management Agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

Company

**ANURAAG**  
**BHATNAGAR**

Digitally signed by  
ANURAAG BHATNAGAR  
Date: 2024.12.29  
20:05:30 +05'30'

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**SCHLOSS BANGALORE LIMITED**

Name: Anuraag Bhatnagar

Designation: Authorised Signatory

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

Service Provider

Rishi Goswami

**BROOKPROP PROPERTY MANAGEMENT SERVICES PRIVATE LIMITED**

Name: RISHI GOSWAMI

Designation: AUTHORIZED SIGNATORY

*This signature page forms an integral part of the first amendment agreement entered into between Brookprop Property Management Services Private Limited and Schloss Bangalore Limited.*