

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 07/12/2024

Certificate No. G0G2024L3213



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 124895577



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Namo realtech pvt ltd

H.No/Floor : 461/462

Sector/Ward : Ph3

LandMark : Udyog vihar

City/Village : Gurgaon

District : Gurugram

State : Haryana

Phone: 99\*\*\*\*\*42



**Buyer / Second Party Detail**

Name : Max estates gurgaon two ltd

H.No/Floor : 335/2

Sector/Ward : Na

LandMark : Okhla industrial estate

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 98\*\*\*\*\*58

Purpose : Addendum to Collaboration Agreement



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**ADDENDUM AGREEMENT**

TYPE OF DEED	ADDENDUM AGREEMENT
STAMP DUTY	Rs. 101/-
E-STAMP NUMBER & DATE	G0G2024L3213 dt. 07/12/2024
REG. FEE / GRN NO.	125470191 / 103/-
STAMP DUTY ISSUES BY	ONLINE
NAME OF VILLAGE	HARSARU

For Namo Realtech Pvt. Ltd.

*Hansraj*  
Authorised Signatory

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प्रलेख न:12916

दिनांक:20-12-2024

डीड संबंधी विवरण

डीड का नाम TARTIMA

तहसील/सब-तहसील हरसरु

गांव/शहर हरसरु

धन संबंधी विवरण

राशि 10 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : G0G2024L3213

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:125470191

पेस्टिंग शुल्क 3 रुपये

Drafted By: NAVEEN KUMAR ADV

Service Charge:200

यह प्रलेख आज दिनांक 20-12-2024 दिन शुक्रवार समय 1:24:00 PM बजे श्री/श्रीमती /कुमारी  
NAMO REALTECH PVT LTD thru HANSRAJOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

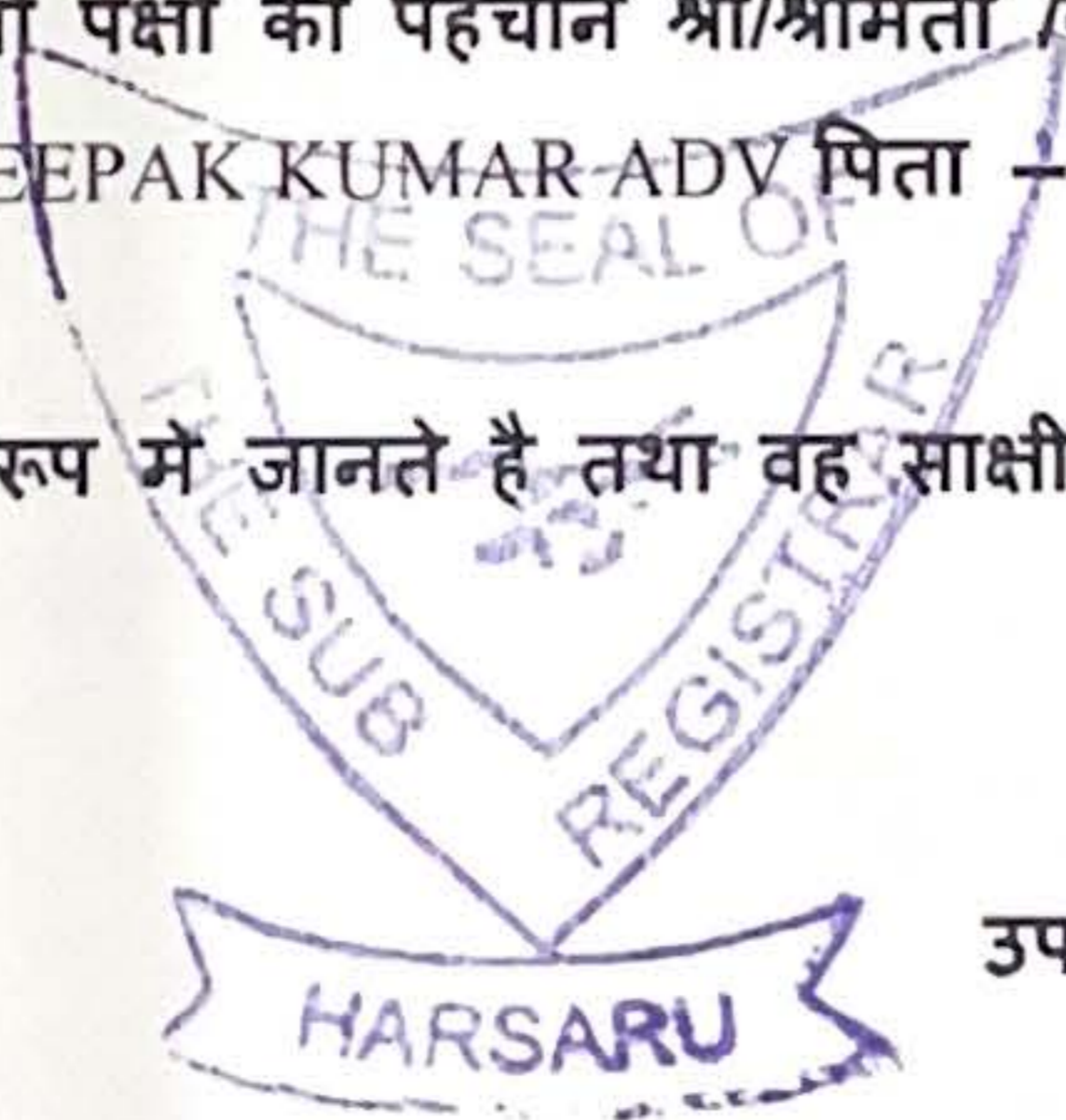
उप/संयुक्त पंजीयन अधिकारी (हरसरु)

  
हस्ताक्षर प्रस्तुतकर्ता  
NAMO REALTECH PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MAX ESTATES GURGAON TWO LTD thru PUNEET SOODOTHER हाजिर हैं ।  
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NAVEEN KUMAR ADV पिता --  
निवासी ADV GGM व श्री/श्रीमती /कुमारी DEEPAK KUMAR-ADV पिता --  
निवासी ADV GGM ने की ।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी( हरसरु )

दिनांक 20-12-2024



This Addendum to the Joint Development Agreement dated 02.05.2024 (hereinafter referred to as this "Addendum Agreement") is executed at Gurugram on this 20<sup>th</sup> day of December 2024 ("Addendum Execution Date"), by and between:

**NAMO REALTECH PRIVATE LIMITED**, (CIN: U70101HR2012PTC075003, PAN: AADCN9526E), a company incorporated under the Companies Act, 2013, having its registered office at 461-462, Udyog Vihar, Phase-III Gurgaon, Haryana – 122016, through its authorized signatory Mr. Hansraj duly authorized vide board resolution passed in the board meeting held on 03.12.2024 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and permitted assigns);

AND

**MAX ESTATES GURGAON TWO LIMITED** (CIN: U68100DL2024PLC424818, PAN: AARCM6441M), a company incorporated under the Companies Act, 2013, having its registered office at Max House, Kh. No. 335/2, 355/18,337 and 1511/339, Okhla Industrial Estate, New Delhi – 110020, through its authorized signatory Mr. Puneet Sood duly authorized vide board resolution passed in the board meeting held on 05.12.2024 (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and assigns).

The expression 'Land Owner' and the 'Developer' shall hereinafter collectively be referred to as "Parties" and individually be referred to as such or as "Party".

**RECITALS:**

- I. **WHEREAS** the Parties have entered into a Joint Development Agreement dated 02.05.2024, registered vide registration No. 4503 in Book No. 1, Vol No. 82 on page No. 55.75, and a copy of it is pasted in additional book No. 1, Vol No. 1828 on pages 45-46, in the office of the Sub-Registrar, Harsaru on 26.06.2024 (hereinafter referred to as the "JDA 1") for the construction and development of the Project (*as defined in JDA 1*) on the Project Land (*as defined in JDA 1*) i.e., land admeasuring 12.2438 (twelve point two four three eight) acres, situated in Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana.
- II. **AND WHEREAS** the Parties have agreed to enter into this Addendum Agreement to amend JDA 1 and to record in writing the agreed amendments to the terms and conditions of JDA 1 as particularly set out hereinafter.

**NOW THEREFORE, THIS ADDENDUM AGREEMENT HEREBY RECORDS THE UNDERSTANDING AND AGREEMENT OF THE PARTIES AND WITNESSED AS BELOW:**

For Namotech Pvt. Ltd.

  
Authorized Signatory



Reg. No.

Reg. Year

Book No.

12916

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru HANSRAJOTHER NAMO REALTECH PVT LTD Hansraj

दावेदार :- thru PUNEET SOODOTHERMAX ESTATES GURGAON TWO LTD Puneet Sood

गवाह 1 :- NAVEEN KUMAR ADV Naveen

गवाह 2 :- DEEPAK KUMAR ADV Deepak

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12916 आज दिनांक 20-12-2024 को बही नं 1 जिल्द नं 92 के पृष्ठ नं 159 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2106 के पृष्ठ संख्या 54 से 58 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-12-2024



उप/सयुंक्त पंजीयन अधिकारी हरसरु

1. In Clause 1.1 of JDA 1, the following clauses shall be inserted after Clause 1.1.7 of JDA 1:
  - 1.1.7A "**Club**" means and refers to a club to be constructed and developed on the Club Site by utilising 4.5% (four points five per cent) (approx.) of the Project FSI, forming part of the Commercial FSI;
  - 1.1.7B "**Club Membership Charges**" shall mean the Club joining/ membership fees received by the Developer or any of its Affiliates or an entity controlled by Max Group or its promoters from the Purchasers/ Third Parties of a capex nature, whether in a single instalment or multiple tranches. It is hereby clarified that Club Membership Charges shall not include those charges of recurring nature that are associated with the operations and maintenance of the Club;
  - 1.1.7C "**Club Site**" shall have the meaning set forth in Clause 2.24.1;
2. Clause 1.1.8 of JDA 1, i.e. the definition of "Commercial Development" shall be replaced and read as under:
  - 1.1.8 "**Commercial Development**" shall mean 5% (five percent) (approx.) of Project FSI to be utilised for the construction and development of: (i) Convenience Retail, and (ii) Club;
3. In Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.8 of JDA 1 as Clause 1.1.8A:
  - 1.1.8A "**Convenience Retail**" means and refers to any convenience retail/ F&B/ shops/ offices or any other commercial built-up areas to be constructed in the Project, by utilising 0.5% (zero point five percent) (approx.) of the Project FSI, forming part of the Commercial FSI;
4. Clause 1.1.9 of JDA 1, i.e. the definition of "Commercial Unit" shall be replaced and read as under:
  - 1.1.9 "**Commercial Unit**" means and refers to any Unit (as defined hereinafter) and, or, any other built-up areas forming part of Convenience Retail;
5. In Clause 1.1.14 of JDA 1, i.e. the definition of "Development Rights", the following sub-clauses (xii), (xxii) and (xxix) shall be replaced and read as under:
  - (xii) sell, allot, book, transfer, convey, lease, license or otherwise dispose of, create Third Party rights (as defined hereinafter) interest or alienate, monetize the Project, Units and areas in the Project including Club, by way of sale, allotment, transfer, conveyance, lease, license or any other manner of transfer and monetization; have the authority to determine and control pricing of the area, car parking spaces and other area/ spaces to be developed on the Project Land;

For Namu Realtech Pvt. Ltd.

  
Authorised Signatory

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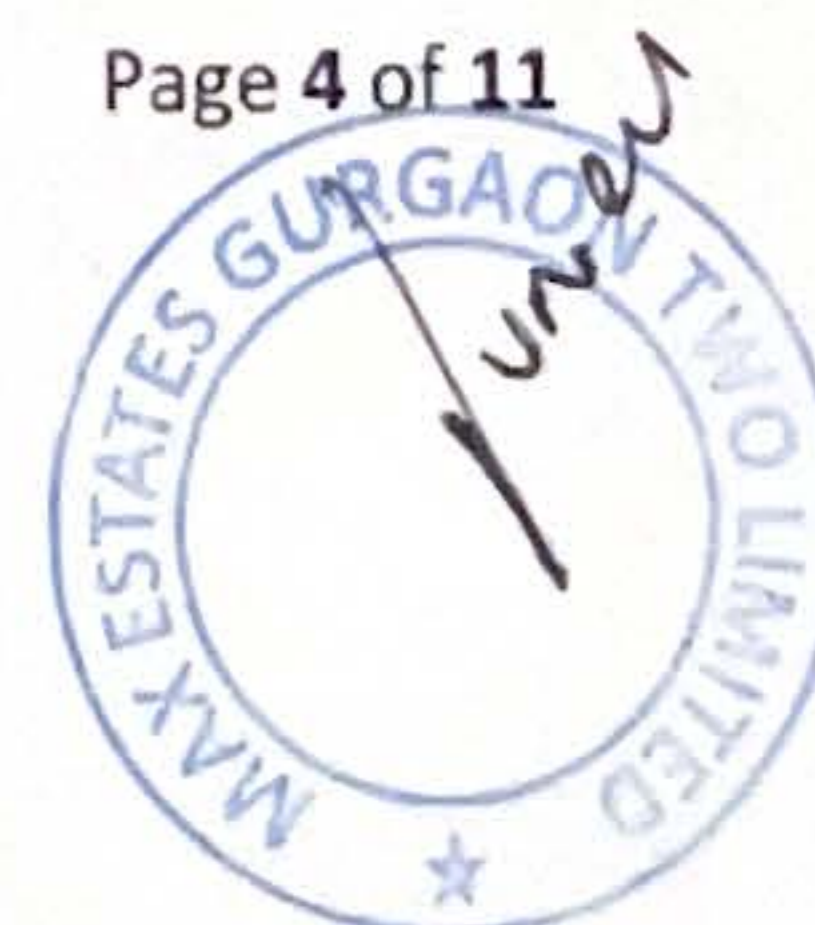


- (xxii) to manage, maintain and operate the community sites, Club, banquets, school, as may be developed on the Project Land or any part thereof, in the manner as may be deemed fit by the Developer;
- (xxix) to lease out the Club and the Commercial Units, in the Project on the terms deemed fit by the Developer; and
6. Clause 1.1.16 of JDA 1, i.e. the definition of "Developer Share" shall be replaced and read as under:
- 1.1.16 "**Developer Share**" shall have the meaning set forth in Clause 3.3.4;
7. Clause 1.1.32 of JDA 1, i.e. the definition of "Gross Sales Proceeds" shall be replaced and read as under:
- 1.1.32 "**Gross Sales Proceeds**" means the following in relation to the sale/ conveyance/ transfer of the Units and areas in the Project (excluding the Club):
- (i) Basic sale price inclusive of TDS (Tax Deducted at Source and other similar taxes/ charges);
  - (ii) Preferential location charges;
  - (iii) Floor rise charges;
  - (iv) Charges collected for allotment/ allocation/ transfer of car parking space (if applicable);
  - (v) Power backup charges;
  - (vi) Interest on delayed payments received from Purchasers;
  - (vii) Forfeiture amount/ earnest money/ cancellation charges;
  - (viii) Cheque bounce charges to be collected from Purchasers, if any;
  - (ix) Pass Through Charges;
  - (x) Transfer fee/ charges collected till completion;
  - (xi) Possession related charges;
  - (xii) Receipt from the sale/ conveyance/ transfer of land/ built-up area/ FSI earmarked for community infrastructure including the land earmarked for School Site (as defined hereinafter) in the Project and built-up area thereon as per Clause 2.23.2. It is hereby clarified that any proceeds from EWS housing units and the revenue from the operation and

For Namo Realtech Pvt. Ltd.

*Hombiraj*  
Authorised Signatory

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(xxii) to manage, maintain and operate the community sites, Club, banquets, school, as may be developed on the Project Land or any part thereof, in the manner as may be deemed fit by the Developer;

(xxix) to lease out the Club and the Commercial Units, in the Project on the terms deemed fit by the Developer; and

6. Clause 1.1.16 of JDA 1, i.e. the definition of "Developer Share" shall be replaced and read as under:

1.1.16 "Developer Share" shall have the meaning set forth in Clause 3.3.4;

7. Clause 1.1.32 of JDA 1, i.e. the definition of "Gross Sales Proceeds" shall be replaced and read as under:

1.1.32 "Gross Sales Proceeds" means the following in relation to the sale/ conveyance/ transfer of the Units and areas in the Project (excluding the Club):

(i) Basic sale price inclusive of TDS (Tax Deducted at Source and other similar taxes/ charges);

(ii) Preferential location charges;

(iii) Floor rise charges;

(iv) Charges collected for allotment/ allocation/ transfer of car parking space (if applicable);

(v) Power backup charges;

(vi) Interest on delayed payments received from Purchasers;

(vii) Forfeiture amount/ earnest money/ cancellation charges;

(viii) Cheque bounce charges to be collected from Purchasers, if any;

(ix) Pass Through Charges;

(x) Transfer fee/ charges collected till completion;

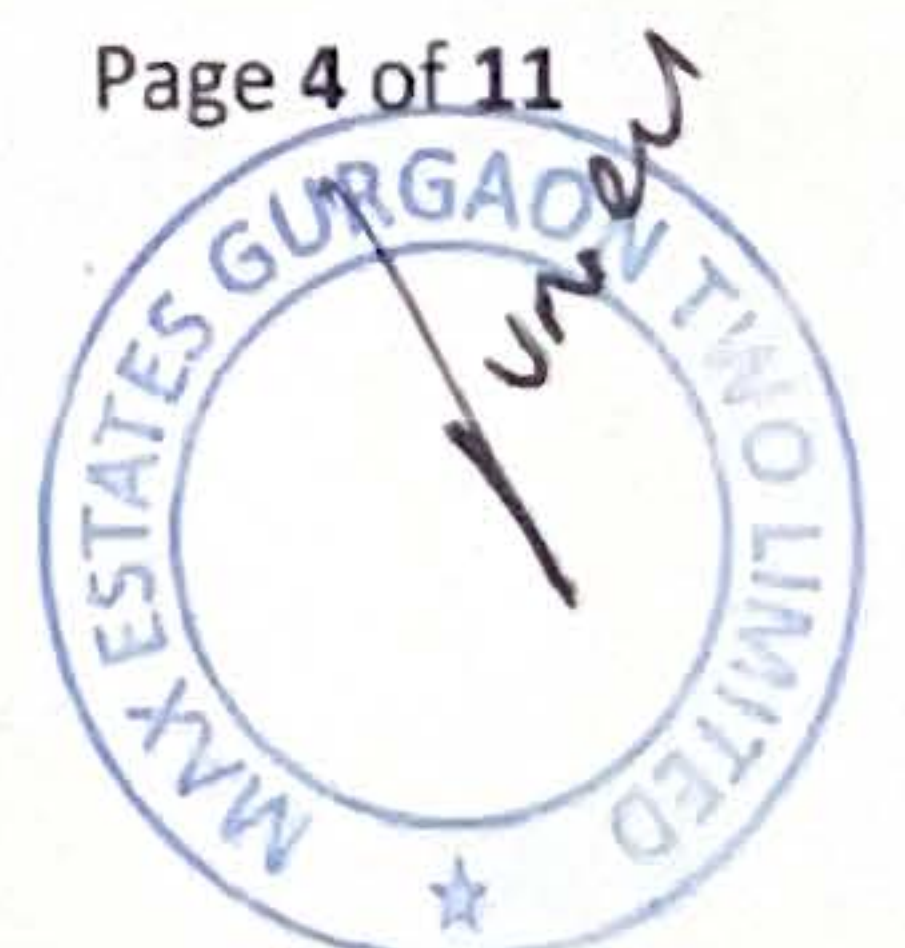
(xi) Possession related charges;

(xii) Receipt from the sale/ conveyance/ transfer of land/ built-up area/ FSI earmarked for community infrastructure including the land earmarked for School Site (as defined hereinafter) in the Project and built-up area thereon as per Clause 2.23.2. It is hereby clarified that any proceeds from EWS housing units and the revenue from the operation and

For Namotech Pvt. Ltd.

*Hemanta*  
Authorised Signatory

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*management of the School Site and the Club Site, shall belong solely and exclusively to the Developer to the exclusion of the Land Owner, and such amounts shall not form part of the Gross Sales Proceeds and same is excluded as per Clause 2.23.2 and Clause 2.24.2;*

(xiii) *Holding charges collected from the Purchasers; and all other amounts, revenue, etc. receivable from the Purchasers or prospective Purchasers.*

(xiv) *All other amounts, revenue, etc. receivable from the Purchasers or prospective Purchasers.*

8. In Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.32 of JDA 1 as Clause 1.1.32A

1.1.32A *"Gross Sales Proceeds from Club Site" means Club Membership Charges and all the consideration, revenue, receipts, etc., inclusive of TDS, if applicable, in relation to sale/ conveyance/ transfer of the Club Site, the built-up area of the Club and/or FSI earmarked for the construction and development of the Club;*

9. Clause 1.1.42 of JDA 1, i.e. the definition of "Land Owner Share" shall be replaced and read as under:

1.1.42 *"Land Owner Share" shall have the meaning assigned to it in Clause 3.3.4;*

10. Clause 1.1.51 of JDA 1, i.e. the definition of "Net Sales Revenue" shall be replaced and read as under:

1.1.51 *"Net Sales Revenue" means the amount equal to Gross Sales Proceeds minus the following: (i) Pass Through Charges, (ii) Brokerage Cost up to an amount equivalent to a maximum of 3% (three percent) (plus GST on the same) to be reconciled phase wise at the end of respective phase, the illustration of the same is given in Schedule III hereto; (iii) Brokerage Cost as per actuals for the sale/ transfer of land/ built-up area/ FSI earmarked for community development in the Project such as school (excluding the Club); and (iv) any amounts refundable to the Purchasers including but not limited to on account of cancellation of their allotments of the Units that were paid by the purchasers, but shall not include any interest, penalty, compensation etc., payable to the Purchasers due to reasons solely attributable to the acts or omissions of the Developer;*

11. In Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.51 of JDA 1 as Clause 1.1.51A:

1.1.51A *"Net Sales Revenue from Club Site" means the amount equivalent to Gross Sales Proceeds from Club Site minus the following: (i) Pass Through Charges for Club Site, (ii) Brokerage Cost as per actuals for selling/ transferring the Club Site (plus GST on the same); (iii) Development Charges or any similar charges imposed by DTCP in relation to the Club Site; and (iv) any amounts refundable*

For Namu Realtech Pvt. Ltd.

  
Authorised Signatory



to the purchaser(s) of the Club Site on account of cancellation/ termination of the sale transaction of the Club Site;

12. Clause 1.1.53 of JDA 1, i.e. the definition of "Pass Through Charges" shall be replaced and read as under:

1.1.53 "**Pass Through Charges**" means and is limited to the following charges deposits and, or, amounts which would be collected/ recovered from the Purchasers (as defined hereinafter) in relation to the Units (as defined hereinafter): (i) collections in the nature of interest free maintenance deposit (if any), sinking fund and maintenance charges collected from the Residential Units and the Commercial Units, as agreed in the unit agreement(s) for onward transfer/ deposit to the concerned Authority or association of the unit owners or the maintenance agency of the Project, as the case may be; (ii) Development Charges or any similar charges imposed by DTCP in relation to the FSI utilized for Residential Units and the Commercial Units under the License; (iii) GST or any other similar present and future taxes and charges levied by any Authority on the Units and paid by the Purchasers; and (iv) stamp duty and registration charges for registration of unit agreement(s) and sale deed in favour of Purchasers;

13. In Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.51 of JDA 1 as Clause 1.1.53A:

1.1.53A "**Pass Through Charges for Club Site**" means and is limited to the following charges deposits and, or, amounts which would be collected/ recovered from the purchaser(s) of the Club Site: (i) GST, property taxes or any other similar present and future taxes and charges levied by any Authority on the Club Site and paid by the purchaser(s) of the Club Site; and (ii) stamp duty and registration charges for registration of sale/ conveyance deed in favour of purchaser(s) of the Club Site;

14. Clause 1.1.56 of JDA 1, i.e. the definition of "Project" shall be replaced and read as under:

1.1.56 "**Project**" means the conceptualization, execution, implementation, development, construction, completion and exploitation of the group housing project or mixed-use project or any other project on the Project Land, by the Developer as permitted under the Applicable Laws by exercising the Development Rights, and utilizing the Project FSI, Total Project FSI, or any part thereof in the manner, the Developer may in its sole discretion, deems fit and construction of other structures, buildings, commercial spaces, community buildings/ centre/ Club, schools, crèche, dispensary, sub-post office, religious buildings, other amenities, open spaces, parking spaces, landscaping, developments, etc. as may be deemed fit by the Developer and permitted or compulsory in accordance with the Applicable Laws and rules made thereunder by the relevant Governmental Authorities;

15. Clause 1.1.60 of JDA 1, i.e. the definition of "Project FSI" shall be replaced and read as under:

For Namotech Pvt. Ltd.

*Hombalaj*  
Authorised Signatory



- 1.1.60 **"Project FSI"** means the aggregate of the TOD FSI (as defined hereinafter) and the TDR FSI (as defined hereinafter) i.e. the FSI of 18,66,682 (eighteen lakhs sixty-six thousand six hundred and eighty-two) square feet, out of which 5% (five per cent) (approx.) of the FSI shall comprise of Commercial Development (Convenience Retail 0.5% (approx.) and the Club 4.5% (approx.)); and 95% (ninety-five per cent) (approx.) of FSI shall comprise of Residential Units, to be utilised by the Developer for development and construction of the Project, in single phase or in multiple phases;
16. Clause 1.1.65 of JDA 1, i.e. the definition of "Residential Unit" shall be replaced and read as under:
- 1.1.65 **"Residential Unit"** means and refers to any unit/ apartments/ flats/ or any other built-up areas earmarked for residential/ group housing development;
17. Clause 1.1.66 of JDA 1, i.e. the definition of "Security Deposit" shall be replaced and read as under:
- 1.1.66. **"Security Deposit"** shall have the meaning ascribed to it in Clause 3.2.1;
18. Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.68 of JDA 1:
- 1.1.68A. **"TDR"** shall mean transferable development rights;
19. Clause 1.1 of JDA 1, the following clause shall be inserted after Clause 1.1.69 of JDA 1:
- 1.1.69A. **"TDR Policy"** means the policy notified by Government of Haryana vide memo no. Misc-454 /2021/28849 dated November 16, 2021, titled 'Policy for Grant and Utilization of Transferable Development Rights' along with all its amendments and modifications issued with respect thereof, from time to time, read with the office order bearing Endst no. Misc-454C/JE(SB)/2023/34695-700 dated October 17, 2023 issued by DTCP with respect to the 'Standard operating procedures for transfer and utilization of transferable development rights certificate (TDR) granted under the aforesaid policy.
20. Clause 1.1.75 of JDA 1, i.e. the definition of "Unit(s)" shall be replaced and read as under:
- 1.1.75 **"Unit(s)"** mean and refer to any Residential Unit(s), Commercial Unit(s) and any other built-up areas in the Project as may be developed and constructed or that may be developable in the Project;
21. Clause 2.9.1.1 of JDA 1 shall be replaced and read as under:
- 2.9.1.1 The Parties shall jointly apply, and the Land Owner, shall obtain the letter of intent for the Project Land under the TOD Policy, from DTCP with the Developer as developer/ collaborator of the Project Land ("LOI"), on, or, before [.] or such other extended date as agreed in writing by the Developer ("LOI Long Stop Date").

For Namotech Pvt. Ltd.

  
Authorized Signatory

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22. In Clause 2 of JDA 1, the following sub-clause shall be inserted after Clause 2.23.5 as Clause 2.24:

2.24 **Club Site.**

2.24.1 *It is hereby clarified that the Developer shall have the sole and absolute right, title, interest and entitlement to operate and manage the site in the Project earmarked for the construction and development of the Club ("Club Site"). The Developer shall have the sole and absolute right to, either itself and, or, through its Affiliate and, or, an entity controlled by Max Group or its promoters, construct, develop, operate, manage, sell, transfer, convey, run and monetise the Club on the Club Site.*

2.24.2 *Any amounts/ revenue/ fees/ charges/ security deposit/ upfront amount of any nature whatsoever received from the operation, management and running of the Club on the Club Site, other than Club Membership Charges, shall solely and absolutely belong to the Developer and the same shall not form part of the Gross Sales Proceeds and, or Gross Sales Proceeds from Club Site, and the Land Owner shall not have any claim over the same, of any nature whatsoever.*

2.24.3 *It is hereby agreed that: (i) Club Membership Charges, and (ii) in the event the Club Site or Club FSI or Club built-up area is sold by the Developer, then any proceeds from such sale/ conveyance/ transfer of the Club Site, the built-up area of the Club and/or FSI earmarked for the construction and development of the Club, shall form part of the Gross Sales Proceeds from Club Site, and the Net Sales Revenue from Club Site shall be shared between the Land Owner and the Developer in the ratio of 38.5 (thirty eight point five) ("Land Owner Club Revenue Share"):61.5 (sixty one point five) ("Developer Club Revenue Share").*

23. In Clause 2 of JDA 1, the following clauses shall be inserted after Clause 2.24.3:

2.25 *The Land Owner shall continue to remain the title owner of the Project Land till the conveyance of the Units in the Project in favour of the Purchasers.*

2.26 *It is also clarified that upon execution of each of the conveyance deed(s) in favour of the Purchaser for their respective Units along with the proportionate undivided share in the Project Land, the Land Owner will remain the title owner of the balance proportionate undivided share in the Project Land. It is further clarified that undivided share of the Land Owner will decrease with the execution of every conveyance deed.*

2.27 *The Developer has been given the possession of Project Land for the purposes of this Agreement, and both the Parties shall continue to remain responsible for their obligations as set out under this Agreement.*

For Namu Realtech Pvt. Ltd.

*Hansraj*  
Authorised Signatory



- 2.28 *The Parties hereby agree to finalize and reconcile the payments to the Land Owner towards the Land Owner Share upon completion of registration of the conveyance deeds in favour of the Purchasers of the entire Units.*
24. Clause 3.1 of JDA 1 shall be replaced and read as under:
- 3.1 *In consideration of the irrevocable, non-terminable and non-cancellable, sale, transfer, grant, conveyance and assignment of the exclusive Development Rights over the Project Land, along with rights, benefits, interests, easements, titles, privileges and appurtenant thereto, and all other rights, title and interest set out in this Agreement, free from any and all Encumbrances, in favour of the Developer, the Land Owner shall be entitled to receive the Land Owner Share as set out in Clause 3.3.4 below. It is hereby clarified that the Development Rights have been irrevocably sold, transferred, conveyed, granted and assigned to the Developer, and the consideration for the same shall be paid as per terms of this Agreement.*
25. Clause 3.3.1 of JDA 1 shall be replaced and read as under:
- 3.3.1 *The Parties hereby agree that (i) for the Residential Unit in the Project sold/ transferred at a Net Sales Revenue of up to Rs. 17,000/- (Rupees Seventeen Thousand Only) per square feet of saleable area, and (ii) for the Commercial Unit in the Project sold/ transferred at a Net Sales Revenue of up to Rs. 18,000/- (Rupees Eighteen Thousand Only) per square feet of saleable area; 38.5% (thirty-eight point five per cent) of Net Sales Revenue, shall be shared by the Developer with the Land Owner ("**Land Owner Base Revenue Share**") and the Developer shall be entitled to all the balance amount of Net Sales Revenue ("**Developer Base Revenue Share**").*
26. The second paragraph of Clause 3.3.3 shall be renumbered as Clause 3.3.4 and be replaced and read as under:
- 3.3.4 *The Land Owner Base Revenue Share along with Incremental Revenue Share (if any), Land Owner Lease Revenue Share and Land Owner Club Revenue Share are hereinafter referred to as the "**Land Owner Share**"; and the Developer Base Revenue Share along with Incremental Revenue Share (if any), Developer Lease Revenue Share and Developer Club Revenue Share are hereinafter referred to as the "**Developer Share**".*
27. In Clause 4, the following clause shall be inserted after Clause 4.6 as Clause 4.6A:
- 4.6A *The Parties hereby agree that the entire Development Charges collected from the Purchasers of Residential Units and Commercial Units shall be apportioned between the Land Owner and the Developer in the ratio of 38.5:61.5 (thirty-eight point five is to sixty-one point five).*
28. Clause 8.2.16 of JDA 1 shall be replaced and read as under:

For Namu Realtech Pvt. Ltd.

*Hans Jha*  
Authorised Signatory



8.2.16 *Save and except sale/ transfer of the School Site in terms of Clause 2.23 herein and the Club Site in terms of Clause 2.24 herein, the Developer shall not sell, transfer and, or, dispose of any undeveloped parcel of the Project Land, Total Project FSI, or part thereof, to any Third Party. The Developer shall have the right to sell the built-up area/ saleable area along with an undivided share in the Project Land to Purchasers.*

29. Clause 18.12 of JDA 1 shall be replaced and read as under:

18.12 *The Developer shall be responsible for compliance of all the terms and conditions of the LOI, License and the provisions under the HDRUA Act and HDRUA Rules and other laws applicable on the LOI and/or License till the grant of the final completion certificate with respect to the Project by the DTCP be relieved of the responsibility by the DTCP, whichever is earlier.*

30. This Addendum Agreement is irrevocable.

31. There is no time frame agreed between the Parties for the completion of the Project.

32. **Miscellaneous:**

32.1. JDA 1 along with this Addendum Agreement constitutes the entire JDA 1 governing the understanding between the Parties under the arrangement.

32.2. All terms and conditions regarding the interpretation and construction of the JDA 1, including but not limited to those regarding interpretation, governing law and dispute resolution, shall be deemed to be incorporated herein.

32.3. Unless repugnant to the context hereof, upper-case/ capitalised terms used but not defined in this Addendum Agreement shall have, for all purposes of this Addendum Agreement, the meanings given thereto in JDA 1 unless the context explicitly requires otherwise.

32.4. The Parties hereby mutually agree that except as specifically set forth herein in this Addendum Agreement, all the other clauses/ terms in JDA 1 shall remain unaltered and in full force and effect.

32.5. Each Party represents and warrants to the other Party that this Addendum Agreement has been duly authorized, executed and delivered by it and constitutes a valid and legally binding agreement with respect to the subject matter contained herein. This Addendum Agreement shall not be modified or rescinded except in writing signed by the Parties.

32.6. The Parties expressly agree that in the event of any dispute or discrepancy between the terms of JDA 1 and this Addendum Agreement, the terms of this Addendum Agreement shall prevail to the extent of such conflict in respect of the matters envisaged herein.

For Namu Realtech Pvt. Ltd.


*Hansraj*  
Authorised Signatory

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- 32.7. This Addendum Agreement shall form an integral part of JDA 1 and shall be read along with JDA 1. All references in JDA 1 to "this Agreement" shall include the reference to this Addendum Agreement and JDA 1, wherever the context so requires.
- 32.8. This Addendum Agreement shall become effective from Addendum Execution Date and constitutes in all respects an integral part of JDA 1.
- 32.9. The Parties hereby agree to get this Addendum Agreement duly stamped and registered. The cost of registration and stamp duty payable thereon shall be paid by the Land Owner.

**IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS ON THE DAY AND YEAR HEREINBELOW WRITTEN.**

For the Land Owner	For the Developer
<p>For Namotech Pvt. Ltd.</p> <p>Mr. Hansraj <i>Hansraj</i> Authorised Signatory</p>	<p>Mr. Puneet Sood</p> 

WITNESSES	
<p>Mr. <i>[Signature]</i> Deepak Kumar Advocate Distt. Court. Gurugram</p>	<p><i>[Signature]</i> NAVEEN KUMAR Advocate Mr. Distt. Court Gurugram</p>

Drafted By: *[Signature]*  
NAVEEN KUMAR (Advocate)  
Distt. Court Gurugram  
As per both parties instructions  
20/11/24

For Namotech Pvt. Ltd.

*Hansraj*  
Authorised Signatory

