- 11.2.60 The land admeasuring 1 Kanal 16 Marla comprised under Rectangle no. 125, Killa no. 16/1 (1-16) is solely and exclusively owned by NRPL and no third party have any right, entitlement or claim of any nature, whatsoever, in this regard. The land area in the sale deed dated January 17, 2007, bearing no. 21629 comprised in Rectangle no. 125, Killa no. 16/1 has been inadvertently written as 16/1 (1-10) on place of 16/1 (1-16).
- 11.2.61 Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.

PROJECT BUSINESS PLAN. 12

12.1 Preliminary Business Plan:

Simultaneous to the execution of the Agreement, the Parties have mutually discussed and agreed on this preliminary business plan for the Project ("Preliminary Business Plan"), which amongst other parameters comprises of the following parameters ("Parameters"):

- Parameter 1 Proposed all-inclusive sale price (excl. GST and conveyance deed charges) taken as (i) average over a quarter.
- Parameter 2 Proposed launch time lines of phase I of the Project and final phase of the Project. (ii)
- Parameter 3 Proposed specifications of the Project. (iii)
- Parameter 4 Proposed phase wise utilization of the Total Project FSI for the Project. (iv)
- Parameter 5 Proportion of payment of Land Owners Share to be paid from 30% Account and (v) Designated Bank Account.
- Parameter 6 Reimbursement of EDC and IDC already deposit by Land Owners (vi)
- Parameter 7 Deduction of Land Owners Share in lieu of recovery towards Security Deposit. (vii)
- (viii) Parameter 8 Waterfall mechanism of the payouts to be made to the Land Owners and the Developer

Final Business Plan: 12.2

The Developer shall prepare the final business plan for the Project at least one month prior to launch of the first phase of the Project ("Final Business Plan") in the manner as may be deemed fit by the Developer, which Final Business Plan shall inter-alia comprise of the Parameters set out herein above.

- Parameter 1. Parameter 2 and Parameter 3: (i)
 - In the event, the Developer proposes to vary Parameter 1, and, or, Parameter 2, and, or, (a) Parameter 3 as set out in the Preliminary Business Plan, then Developer shall seek prior consent of the Land Owners before making such variation in the Parameter 1, and, or, Parameter 2, and, or, Parameter 3 in the Final Business Plan. In the event, the Developer and the Land Owners agree for the variation in the Parameter 1, Parameter 2, Parameter 3 in the Preliminary Business Plan, then such revised Parameter 1, Parameter 2, Parameter 3 shall form part of the Final Business Plan. For Promnt Infravision Put Ltd For Name Realteen Pvt. Ltd.

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(b) In the event, the Developer and the Land Owners are unable to agree on variation of the Parameter 1, and, or, Parameter 2, and, or, Parameter 3 within a period of 15 (fifteen) days from the date of notification by the Developer, then the final decision shall be made in accordance with Clause 12.4 below.

(ii) Parameter 4:

- (a) The Parties hereby agree that there is a permissible deviation with respect to Parameter 4, as specified in the Preliminary Business Plan.
- (b) The Developer shall have the right to make deviation in Parameter 4 in the Final Business Plan upto the permissible deviation without requirement of any consent from the Land Owners.
- (c) In the event, the Developer proposes to vary Parameter 4 beyond the permissible deviation, then the Developer shall seek prior consent of the Land Owners before making such variation in Parameter 4 in the Final Business Plan. In the event, the Developer and the Land Owners agree for such variation in Parameter 4 then such revised Parameter 4 shall form part of the Final Business Plan.
- (d) In the event, the Developer and the Land Owners are unable to agree on variation of Parameter 4 within a period of 15 (fifteen) days from the date of notification by the Developer, then the final decision shall be made in accordance with Clause 12.4 below.
- (iii) Parameter 5, Parameter 6, Parameter 7 and Parameter 8:
 - (a) In the event, the Developer proposes to vary Parameter 5, and, or, Parameter 6, and, or, Parameter 7 and, or, Parameter 8, as set out in the Preliminary Business Plan, then Developer shall seek prior consent of the Land Owners before making such variation in the Parameter 5, and, or, Parameter 6, and, or, Parameter 7 and, or, Parameter 8, in the Final Business Plan. In the event, the Developer and the Land Owners agree for the variation in the Parameter 5, Parameter 6, Parameter 7 and Parameter 8, in the Preliminary Business Plan, then such revised Parameter 5, Parameter 6, Parameter 7 and Parameter 8 shall form part of the Final Business Plan.

(iv) Other Components of the Final Business Plan:

(a) Only the Developer shall be free to make any other changes in the Final Business Plan in the manner as may be deemed fit by the Developer and no consent of any nature whatsoever shall be required by the Developer from the Land Owners in relation to the same, and such changes made by the Developer shall be final and binding on the Land Owners and shall form part of the Final Business Plan.

12.3 Construction and development stage of the Project:

- (i) Parameter 1:
 - During the construction and development stage of the Project, the Parties hereby agree that there is a permissible deviation with respect to Parameter 1, as specified in the Final Business Plan.
 - (b) The Developer shall have the right to make deviation in Parameter 1 in the Final Business Plan upto the permissible deviation without requirement of any consent from the Land Owners.

(c) In the event the Developer proposes to make revision in Parameter 1 beyond the

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permissible deviation as set out in the Final Business Plan, then Developer shall seek the consent of the Land Owners before making such revision. In the event, the Developer and the Land Owners agree for revision beyond the permissible deviation in Parameter 1, then such revised Parameter 1 shall form part of the revised Final Business Plan.

(d) In the event, the Developer and the Land Owners are unable to agree on revision of Parameter 1 beyond the permissible deviation as set out in the Final Business Plan within a period of 15 (fifteen) days from the date of notification by the Developer, then the final decision shall be made in accordance with Clause 12.4 below.

(ii) Parameter 2 and Parameter 3:

- (a) In the event, the Developer proposes to vary Parameter 2, and, or, Parameter 3 then Developer shall seek prior consent of the Land Owners before making such variation in Parameter 2, and, or, Parameter in the Final Business Plan. In the event, the Developer and the Land Owners agree for the variation in Parameter 2 and Parameter 3 in the Final Business Plan, then such revised Parameter 2 and Parameter 3 shall form part of the revised Final Business Plan.
- (b) In the event, the Developer and the Land Owners are unable to agree on variation of Parameter 2, and, or, Parameter 3 within a period of 15 (fifteen) days from the date of notification by the Developer, then the final decision shall be made in accordance with Clause 12.4 below.

(iii) Parameter 4 -

- (a) The Parties hereby agree that there is a permissible deviation with respect to Parameter 4 in the Final Business Plan.
- (b) The Developer shall have the right to make revision in Parameter 4 in the Final Business Plan up to the permissible deviation without requirement of any consent from the Land Owners.
- (c) In the event, the Developer proposes to vary Parameter 4 beyond the permissible deviation, then the Developer shall seek prior consent of the Land Owners before making such variation in Parameter 4 in the Final Business Plan. In the event, the Developer and the Land Owners agree for such variation in Parameter 4 then such revised Parameter 4 shall form part of the revised Final Business Plan.
- (d) In the event, the Developer and the Land Owners are unable to agree on variation of Parameter 4 within a period of 15 (fifteen) days from the date of notification by the Developer, then the final decision shall be made in accordance with Clause 12.4 below.

(iv) Parameter 5, Parameter 6, Parameter 7 and Parameter 8:

(a) In the event, the Developer proposes to vary Parameter 5, and, or, Parameter 6, and, or, Parameter 7 and, or, Parameter 8 then Developer shall seek prior consent of the Land Owners before making such variation in Parameter 5, and, or, Parameter 6 and, or, Parameter 7 and, or, Parameter 8 in the Final Business Plan. In the event, the Developer and the Land Owners agree for the variation in Parameter 5, Parameter 6, Parameter 7 and Parameter 8 in the Final Business Plan, then such revised Parameter 5, Parameter 6, Parameter 6, Parameter 7 and Parameter 8 shall form part of the revised Final Business Plan.

(v) Other Components of the Final Business Plan at construction and development stage:

(a) Only the Developer shall be free to make changes in any other components of the Final

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Business Plan in the manner as may be deemed fit by the Developer and no consent of any nature whatsoever shall be required by the Developer from the Land Owners in relation to the same, and such changes made by the Developer shall be final and binding on the Land Owners and shall form part of the Final Business Plan.

12.4 Independent Expert:

In the event, the Developer and the Land Owners are unable to agree on the revision of Parameter 1, Parameter 2, Parameter 3 and, or, Parameter 4 (i) at the stage of the finalization of the Final Business Plan; or (ii) during the construction and development stage of the Project within the timelines as set out in the respective Clauses above, then the Land Owners and the Developer shall mutually appoint an independent market expert ("Independent Expert") who shall provide its decision in respect of the revision in the parameters within a period of 21 (twenty one) days from the date of his appointment. The decision provided by the Independent Expert shall be final and binding on the Land Owners and the Developer, and the Final Business Plan shall be revised accordingly.

- Until the revision of the last agreed Project Business Plan is done in accordance with provisions of this document, the last agreed Project Business Plan shall stay in effect.
- 12.6 The Parties agree that any variation in Parameter 1, Parameter 2, Parameter 3, Parameter 4, Parameter 5, Parameter 6. Parameter 7 and, or, Parameter 8, shall be considered as mutually agreed if such variations are signed by Mr. Mohit Jain on behalf of the Land Owners and Mr. Sahil Vachani on behalf of the Developer, or their assignees notified in writing to the other Party.

13 STEP-IN-RIGHTS.

Subject to the Land Owners being in full compliance with the terms and condition of this Agreement, and 13.1 there being no breach of any of representation, warranties, covenants and undertaking by the Land Owners under this Agreement, in the event the Developer for the reasons which are solely attributable to the acts or omission of the Developer, fails to obtain RERA registration and launch all the phases of the Project for booking/allotment/ sale to the prospective Purchasers/ allottees within a period of 8 (eight) years from the date of launch of phase I of the Project, subject to the Force Majeure Event (as defined hereinafter), then the Land Owners shall have the right, without any obligation, to revoke, cancel, withdraw the Development Rights of the Developer in respect of un-launched phase(s), step in and take over such un-launched phase(s) that has not been launched and exercise in respect thereof, the step-in right in terms of Clause 13.2 below as may be decided by the Land Owners in their sole discretion ("Step-in Right") by giving a written notice to the Developer ("Step-in Notice"), provided that in case of default of Developer contemplated under Clause 13.3, the Land Owners may choose to allow additional time to the Developer, as it may determine in its sole discretion, to rectify the default. In the event such default is rectified by the Developer or if the Developer had obtained RERA registration or launched all the Phases of the Project for booking/allotment/ sale to the prospective Purchasers/ allottees within a period of 8 (eight) years from the date of launch of phase I of the Project, subject to the Force Majeure Event (as defined hereinafter), then this clause shall stand deleted, cancelled and removed from this Agreement, and this Agreement shall stand amended to the said extent.

13.2 Step in Rights of the Land Owners:

- 13.2.1. In the event the Land Owners give the Step-in Notice to the Developer for exercising the Step-in Right pursuant to Clause 13.2 above, then:
 - (i) All the rights, interest, entitlements and permissions including Development Rights granted to the Developer under this Agreement and GPA in respect of the un-launched phase(s) in the Project that have not been launched by the Developer for booking/allotment/ sale to the prospective Purchasers/ allottees and the portion of the Project Land identified for such phase ("Residual Project Land") shall stand deleted, cancelled and withdrawn and the Developer shall have no rights, interest, entitlements, permissions, encumbrance, lien or any charge, of any nature

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whatsoever, on the Residual Project Land, and the Land Owners shall be fully and absolutely responsible to undertake and, or, develop any project on the Residual Project Land at its own cost and expenses, without any recourse or liability to the Developer.

- the Land Owners shall be the sole and absolute owner of the Residual Project Land along with (ii) absolute rights, benefits, interests, easements, titles, privileges and appurtenant thereto, free from any and all Encumbrances, right to plan, design, develop and construct, market, launch, convey, transfer, lease, license, dispose, monetization, operation, management and like of the Residual Project Land in the manner as may be deemed fit by the Land Owners.
- all restrictions, covenants, and obligations of the Land Owners under this Agreement in respect of (iii) Residual Project Land shall cease and fall away and the Land Owners shall be free to carry out development on the Residual Project Land by itself or through any Affiliate, contractor(s), collaborator(s) etc. on such terms and conditions as the Land Owners may deem fit and proper.
- The Land Owners shall be deemed to have re-entered and in possession of the Residual Project (iv) Land.
- the Land Owners shall be free to apply for and obtain BIP approval for the Residual Project Land, (v) and the Developer shall provide all requisite cooperation, assistance and sign all requisite applications, and form as may be required by the Land Owners, DTCP and other Governmental Authority in this regard at the cost and expenses of the Land Owner.
- the Land Owners shall be free to apply for and obtain the sub-division of license for separating/ (vi) segregating the Residual Project Land from the Project Land, and the Developer shall provide all requisite cooperation, assistance and sign all requisite applications and forms, deeds etc. as may be required by DTCP and Governmental Authority in this regard at the cost and expenses of the Land Owner.
- Further, in the event any mortgage has been created by the Developer on the Residual Project (vii) Land, then such mortgage shall be removed by the Developer, at its own cost and expenses within a period of 180 (one hundred eighty) days from the date of receipt of the Step in Notice by the Developer.
- Notwithstanding the Step-in Rights provided to Land Owners herein, the Parties shall continue to abide and 13.3 fulfill its respective obligations in respect of the phases already launched by the Developer prior to exercise of Step-in Rights by the Land Owners. It is clarified that the amounts, if any, paid by Developer towards the Developer's EDC & IDC Share in respect of the Residual Project Land, and cost incurred by the Developer on the Residual Project Land for Approvals, prior to exercise of Step-in Rights by the Land Owners, shall be reimbursed to the Developer by the Land Owners ("Reimbursable Amounts") as and when the same is recovered and collected from the prospective Purchasers of areas of the Residual Project Land. The Land Owners agree to provide a separate collateral/ security to the Developer to secure the Reimbursable Amounts and such security shall be released by the Developer upon payment of the Reimbursable Amounts by Land Owners to the Developer.

14 TAXES.

- The Land Owners shall bear and pay and discharge all municipal taxes, rates, cesses and other public dues 14.1 with respect to the Project Land in relation to any period up to the BIP Approval.
- Each Party shall be responsible for its own income tax liability for incomes received and, or, gains arising 14.2 as a result hereof.

15 INDEMNIFICATION.

The Land Owners ("Indemnifying Party") hereby jointly and severally, agree and undertake to indemnify 15.1

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defend, keep, and hold harmless, saved and defended at all times each of the Developer, its directors, employees, and successors, and Affiliates ("Indemnified Parties"), promptly upon demand at any time and from time to time, from and against any and all direct Losses which the Indemnified Parties incurs or suffers, and, or, which is made, levied or imposed on the Indemnified Parties, and, or, claimed from the Indemnified Parties, due to, or by, reason or virtue or in connection with:

- (i) any defect and, or, dispute in the rights, and, or, title, and, or, ownership and, or, interest of the Land Owners in the Project Land, Project FSI, the Development Rights, Project Ground Coverage, Project Density and the Final Project Density or any part thereof;
- the License, and, or, the Additional License, and, or, BIP Approval, and, or, any other Approval in relation to the Project Land, obtained/ to be obtained only by the Land Owners under this Agreement, is cancelled/revoked/ suspended/ terminated/ annulled/ void, whether in full, or in part (except due to the acts solely attributable to the Developer);
- (iii) the License, and, or, BIP Approval, and, or, any other Approvals related to License, Additional License and BIP Approval, obtained/ to be obtained by the Land Owners under this Agreement has not been validly obtained by following due process under the Applicable Laws or has been obtained in contravention of the Applicable Laws;
- (iv) any restriction and, or, stay and, or, embargo and, or, challenge and, or, injunction and, or, ban which are specifically limited to the Project Land only, and, or, any part thereof (except due to the acts solely attributable to the Developer);
- (v) any settled, pending or threatened or future legal, quasi-legal, administrative, claims, actions, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings or any liabilities and penalties against or with respect to the rights, title and interest of the Land Owners in relation to the Project Land, the Development Rights, License, Additional License, Project Ground Coverage, Project Density, Final Project Density, Project FSI and BIP Approval, filed by any Governmental Authority and, or, Third Party. It is being clarified that in the event, the Land Owners fail to cure the Losses arising out of settled, pending or threatened or future legal, quasi-legal, administrative, claims, actions, liabilities, penalties, notices, litigations, arbitrations, mediation, conciliation, garnishee or other proceedings, as stated aforesaid, within a period of 6 (six) months from the date it was intimated to the Indemnifying Party, then the Indemnifying Party shall be liable to indemnify the Indemnified Parties for all the Losses;
- (vi) the Project Land or any part thereof, goes out of the possession of the Developer for any reason whatsoever (except for the reasons solely attributable to the acts or omissions of the Developer);
- (vii) any Approvals required to be obtained for the construction, development, sales, and marketing, leasing, monetization, creation of any encumbrances/ mortgage/ security, creation of any third party rights in the Project, Project Land, Development Rights, Project Ground Coverage, Project Density, Final Project Density, Project FSI, Total Project FSI, are not granted for the Project for the reasons solely attributable to the title of the Project Land, Project FSI, Licenses, BIP Approval and Additional License;
- (viii) any misrepresentation, and, or, any breach of any of the representations or warranties provided by the Land Owners under this Agreement, and, or, any representations or warranties provided by the Land Owners under this Agreement being found to be false, untrue and/ or misleading in any manner, whatsoever;
- (ix) the Land Owners having suppressed or concealed any information;
- (x) fraud of the Land Owners;
- (xi) any tax / statutory liability / amounts owed to a tax/ statutory authority and, or, any claim made by any tax/ statutory authority over or in respect of the Project Land, and, or, the Development Rights, or part thereof or any tax/ statutory authority commencing any proceedings or taking any action in relation to the Project, Project Land, and the Development Rights, or part thereof, whether such proceedings are commenced/

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initiated after the execution of this Agreement;

- (xii) any claims, liabilities, actions and other demands of any nature whatsoever made by any Governmental Authority or taxation authority pertaining to the Project, the Project Land, the Development Right including property tax, withholding tax on acquisition/ purchase of land, GST, value added tax, any stamp duties for the period prior to the date of receipt of the BIP Approval, whether such proceedings are commenced/ initiated after the execution of this Agreement;
- (xiii) any liabilities arising from any pending, settled and, or, future litigations, proceedings, petition, disputes, mediation, conciliation, garnishee or other litigation filed by any Governmental Authority and, or, Third Party in relation to the Project Land, the Development Rights, Total Project FSI, Project Density, Final Project Density, Project Ground Coverage or any part thereof, due to Disclosed Litigations and, or any appeal/ case/ or any other disputes, claims, demands, penalties, expenses, costs, arising from the Disclosed Litigations;
- (xiv) any penalties, interest including compensation payable to the Purchasers including under the RERA in relation to the Project Land, Licenses, Additional License, Project Ground Coverage, Project Density, Final Project Density, and, or, the Development Rights (except for the acts solely attributable to Developer).
- 15.2 In the event the Developer receives any written notice of claims/ demand from a Third Party (i.e. a party which is not a signatory to this Agreement) in relation to the indemnifiable events as set out in Clause 15.1 above ("Third Party Claim"), then the Developer shall provide a copy of such notice of such Third Party Claim to the Land Owners within 21 (twenty one) days of receipt of such notice from the Third Party. The Land Owners shall settle such Third Party Claims promptly at their own cost and expenses (without any recourse to the Developer, the Project, the Project Land, and the Development Rights, Licenses, Total Project FSI, Project Ground Coverage, Project Density, Final Project Density, or part thereof) and provide evidence of such settlement to the Developer.
- In the event, the Land Owners are desirous of defending such Third Party Claim in the court of law, then the Land Owners shall have the right to defend such Third Party Claim in the court of Law, at their own cost and expenses (without any recourse to the Developer, the Project, the Project Land, the Development Rights, Licenses. Additional License, Project Ground Coverage, Project Density, Final Project Density, Total Project FSI, or part thereof). Before making any filing before any court of law, the Land Owners shall provide a copy of such filings to be made in advance to the Developer, and the Land Owners shall incorporate any suggestions/ inputs provided by the Indemnified Parties before making such filings. The Indemnifying Party hereby agrees to indemnify the Indemnified Parties for any claims incurred or suffered by the Indemnified Parties arising out of, owing to or as a result of any such actions of the Indemnifying Party. Notwithstanding the Land Owners defending/ contesting any Third Party Claim, the Land Owners shall continue to indemnify the Developer for any Losses as per Clause 15.1.
- In the event, the Land Owners proposes to settle such claim, then the Land Owners shall settle such claim at their own cost and expenses (without any recourse to the Developer, the Project, the Project Land, and the Development Rights, Licenses, Additional License, Project Ground Coverage, Project Density, Final Project Density, Total Project FSI, or part thereof) only in writing and provide the copy of the settlement agreement to the Developer for its review, and the Land Owners shall incorporate any suggestions/ inputs provided by the Developer. The Indemnifying Party hereby agrees to indemnify the Indemnified Parties for any claims incurred or suffered by the Indemnified Parties arising out of, owing to or as a result of any such actions of the Indemnifying Party.
- 15.5 The indemnification rights of the Developer and the other Indemnified Parties and the Land Owners and the Land Owners Indemnified Parties (as defined hereinafter) under this Agreement are independent of, and in addition to, such other rights, entitlements, and remedies it may have at Law or in equity or otherwise, including the right to seek damages for breach of agreement, specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

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- The Developer hereby agrees and undertakes to indemnify, defend, keep, and hold harmless, saved and defended at all times each of the Land Owners, its directors and employees ("Land Owners Indemnified Parties") from any direct Losses which the Land Owners Indemnified Parties incur or suffer, and, or, which is made, levied or imposed on the Land Owners, and, or, claimed from the Land Owners Indemnified Parties, due to, or by, reason or virtue or in connection with:
 - (i) any liabilities and, or, penalties imposed by any Governmental Authority on the Project in relation to the construction and development undertaken by the Developer in non-compliance with any Applicable Laws;
 - (ii) any penalties, interest including compensation payable to the Purchasers including under the RERA in relation to the construction and development undertaken by the Developer, (except for the reasons which are solely attributable to acts or omissions of the Land Owners);
 - (iii) any liability or amounts payable to third party set out in <u>Annexure III</u> in relation to the construction and development of the Project undertaken by the Developer (except for the reasons which are solely attributable to acts or omissions of the Land Owners);
 - (iv) fraud by the Developer;
 - (v) the License, and, or, BIP Approval, and, or, any other Approval obtained/ to be obtained by the Land Owners in respect of the Remaining Land, is cancelled/ revoked/ suspended/ terminated/ annulled/ void, whether in full, or in part, due to gross negligence and willful default of the Developer;
 - (vi) any restriction and, or, stay and, or, embargo and, or, challenge and, or, injunction and, or, ban on exercise of the development rights by the Land Owners on the Remaining Licensed Land and, or, Remaining Land and, or, any part thereof, due to gross negligence and willful default of the Developer;
 - (vii) any claims, liabilities, actions and other demands of any nature whatsoever made by any Governmental Authority or taxation authority pertaining to the Project, the Project Land, the Development Right, including property tax, GST, value added tax, any stamp duties for the period after the date of receipt of the BIP Approval, due to action/inaction of the Developer.
- In the event the Land Owners receive any written notice of claims/ demand from a Third Party (i.e. a party which is not a signatory to this Agreement) in relation to the indemnifiable events as set out in Clause 15.6 above ("Third Party Claim on Land Owners"), then the Land Owners shall provide a copy of such notice of such Third Party Claim on Land Owners to the Developer within 21 (twenty one) days of receipt of such notice from the Third Party. The Developer shall settle such Third Party Claims on Land Owners promptly at its own cost and expenses and provide evidence of such settlement to the Land Owners.
- In the event, the Developer is desirous of defending such Third Party Claim on Land Owners in the court of law, then the Developer shall have the right to defend such Third Party Claim on Land Owners in the court of Law, at their own cost and expenses. Before making any filing before any court of law, the Developer shall provide a copy of such filings to be made in advance to the Land Owners, and the Developer shall incorporate any suggestions/ inputs provided by the Land Owners before making such filings. The Developer hereby agrees to indemnify the Land Owners Indemnified Parties for any claims incurred or suffered by the Land Owners Indemnified Parties arising out of, owing to or as a result of any such actions of the Developer. Notwithstanding the Developer defending/ contesting any Third Party Claim on Land Owners, the Developer shall continue to indemnify the Land Owners Indemnified Parties for any Losses as per Clause 15.6.
- In the event, the Developer proposes to settle such Third Party Claim on Land Owners, then the Developer shall settle such claim at its own cost and expenses (without any recourse from the Land Owners, and the Remaining Licensed Land and, or, Remaining Land or part thereof) only in writing and provide the copy

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of the settlement agreement to the Land Owners for their review, and the Developer shall incorporate any suggestions/ inputs provided by the Land Owners. The Developer hereby agrees to indemnify the Land Owners Indemnified Parties for any claims incurred or suffered by the Land Owners Indemnified Parties arising out of, owing to or as a result of any such actions of the Developer.

The Parties agree that neither Party shall be liable to the other Party and such other Party shall not seek any 15.10 indirect, consequential, remote, special losses, including any loss of any revenue share, regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

NO TERMINATION AND IRREVOCABLE TERM. 16

The Parties recognize and acknowledge that the Developer will be investing substantial sum of money and has agreed to enter into this Agreement on the specific understanding that the Land Owners, shall not have any right to terminate this Agreement for any reason whatsoever.

GOVERNING LAW AND DISPUTE RESOLUTION. 17

17.1 Governing Law.

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. Subject to arbitration, the courts at New Delhi having the exclusive jurisdiction.

17.2 Dispute Resolution.

- In case of any dispute, difference, controversy, or claim arising out of or in connection with this 17.2.1 Agreement, including any question regarding its existence, validity, interpretation, breach, or termination, between any of the Parties ("Dispute"), such Parties shall attempt to first resolve such Dispute, difference, controversy or claim amicably through discussions between senior executives or representatives of disputing Parties. In this regard, such Party may give a notice ("Notice for Discussions") of such Dispute or claim to the other Party, in writing. Such discussions are to be held within 30 (thirty) days of receipt of such Notice for Discussions ("Period of Discussions").
- 17.2.2 If Dispute is not resolved through such discussions within Period of Discussions, i.e., 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such Dispute shall be finally settled through arbitration in accordance with the Arbitration Act as in force on the date hereof or any subsequent amendment thereof.
- The venue of arbitration shall be at New Delhi and the language of the arbitration proceedings shall be 17.2.3 English.
- The arbitral tribunal shall be presided by the three arbitrators of which 1 (one) arbitrator shall be appointed 17.2.4 by the Developer, I (one) arbitrator shall be appointed by the Land Owners and the third arbitrator being the presiding arbitrator shall be appointed by the 2 (two) arbitrators appointed by the Developer and the Land Owners.
- Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings 17.2.5 commenced under this Agreement.
- The Parties shall be responsible to bear their respective costs and expenses in relation to any such 17.2.6 arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- While any Dispute is pending, the disputing Parties shall continue to perform such of their obligations 17.2.7 under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the Dispute.

17.2.8 Any decision of the arbitral tribunal shall be final, conclusive and binding on the Parties.

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- 17.2.9 Each of the Parties shall bear its own costs and expenses in relation to the arbitration.
- 17.2.10 It is an express condition of this Agreement that during the existence of any Dispute between the Parties, the Parties shall during the pendency of such Dispute continue to be liable to perform their obligations under this Agreement in the manner as contemplated in this Agreement and fulfil all their other obligations under this Agreement, except, where such Dispute has impeded the ability and right of any of the Party to perform its obligations.

18 FORCE MAJEURE.

Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under 18.1 this Agreement on account of an act of god (being fire, lightning drought, flood, typhoon, tornado, landslide, cyclone, hurricane, avalanche, tempest, storm, earthquake or exceptionally adverse weather conditions and any other natural disasters), strikes, lock-outs or other industrial action, blockade, revolution, act of terrorism, war or other emergency, invasion, armed conflict, act of foreign army, embargo, insurrection, terrorist or military action, explosions, accident, breakage of facilities, plant or equipment, structural collapse, radio-active contamination, riot, bombs, religious strike, civil commotion (other than of its own employees/ contractors' employees), lockdowns, restrictive Laws, epidemic or pandemic or plague or economic crises, travel restrictions, any failure of power, damages, demolitions, destruction or collapse of any structures, roof or any other part of the Project; which destruction or collapse of any structures, roof are not attributable to the acts of the Party claiming the Force Majeure; and the like or any other cause or event which are similar to the above or beyond the reasonable control of the other Party ("Force Majeure Event"). It is agreed that during the Force Majeure Event: (i) neither Developer nor the Land Owners shall be liable for any failure or delay in performing their obligations under or pursuant to this Agreement; (ii) the timelines set out in this Agreement for the Parties to perform their respective obligations shall stand extended by the period during which period such Force Majeure Event and its effect subsist. Any Party that is unable to perform any of its obligations hereunder owing to any Force Majeure Event shall be obligated to notify the other Party as soon as practicable to it but not later than 30 (thirty) days of the occurrence of Force Majeure Event and discuss remedial measures.

19 MISCELLANEOUS.

19.1 Principal to Principal Basis.

Nothing contained herein shall be construed as constituting the Developer an agent or partner of Land Owners, and the relationship between the Parties is strictly on a principal to principal basis and that nothing contained herein shall be construed as constituting any partnership.

19.2 Costs.

Each Party shall bear and pay the fees of legal professional and any other professionals appointed by them respectively. The cost of stamp duty and registration charges if any payable on or in respect of this Agreement shall be borne by the Developer.

19.3 Entire Agreement.

It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto that this Agreement supersedes all documents/ writings executed or exchanged between the Developer and the Land Owners, and that this Agreement represents the entire agreement and understanding between them regarding the subject matter hereof. Any additions, deletions, amendments, alterations and/ or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.

19.4 Confidentiality.

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This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party unless required by Applicable Law. The Parties and their respective officers, directors, affiliates, representatives or advisors shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the Confidential Information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (iv) any third party can ascertain independently on account of this Agreement or the Power of attorney(ies) being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (v) The Developer/ its partners, may have to disclose to any of its partners, investors, affiliates, consultants, advisors, bankers, etc. or file the same as prescribed under the Applicable Law, including but not limited to the listing regulations of Stock Exchange Board of India;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

19.5 Counterparts.

The original of this Agreement shall be retained by the Developer and the Land Owners may keep copies of the same.

19.6 Severability.

A provision contained in this Agreement is enforceable independent of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

19.7 Alternative.

If any term or provision of this Agreement is determined to be contrary, invalid, illegal or unenforceable in any respect due to legal constraints under Applicable Laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended, and review the said specific provisions, and if deemed necessary by the Parties, amend or re-negotiate the said clause or term or provision of this

For Prompt Infravia n at Ltd

Authorised Signatory

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Agreement in good faith so as to reflect the commercial understanding between the Parties.

19.8 Waiver.

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

19.9 Notices.

All notices under this Agreement shall be written in English and shall be sent by courier or by registered post with acknowledgement of receipt or speed post and by email to the applicable Party at the contact details indicated below or to such other address or e-mail id as a Party shall designate by similarly giving notice to the other Parties:

If to the Land Owners:

Address:

Mr Mohit Jain

X-44,

Green Park Main New Delhi 110016

Email:

mi@krisumi.com

If to the Developer:

Address:

Mr. Rishi Raj, Director, Max Towers, Level 15, office B, Plot No. C-001/A/1,

Sector 16B, Noida 201301

Email:

rishi.raj@maxvil.com

Delivery

Any notice, document, or communication:

- (i) given by courier or by registered post or speed post with acknowledgement of receipt is deemed to be received at the commencement of the Business Day next following delivery to that addressee as per the date on acknowledgement/ delivery receipt; or
- (ii) sent by e-mail is deemed to be received on the same day of sending the e-mail.

19.10 Assignment and sub-contract.

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- 19.10.1 The Developer shall at all times have the right to assign, sell, transfer, grant, alienate or dispose its rights, obligations and interest under this Agreement to any of its Affiliate/ subsidiary company at its sole discretion, at its own cost and expenses, without the consent of Land Owners.
- 19.10.2 The Developer shall at all times be entitled to engage and contract out construction and development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

For Delta Proncon Pvt Ltd.

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19.10.3 The Land Owners shall not assign any rights and obligations contained herein to any Person.

19.11 Further Acts.

- 19.11.1 Each Party agrees that it will sign, execute and deliver any document as may be reasonably required by the other Party and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement.
- 19.11.2 The Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of this Agreement can be undertaken except with mutual agreement between the Parties and if required necessary prior approval of the DTCP, Haryana shall be obtained.

19.12 Specific Performance.

The Parties to this Agreement agree that, to the extent permitted under the Applicable Law, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected Party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance, or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall be entitled to such injunctive relief, specific performance, or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including the recovery of damages from the defaulting Party.

- The Parties shall be responsible for compliance of all the terms and conditions of license provision under 19.13 HDRUA Act and HDRUA Rules till the grant of final completion certificate with respect to the Project or relieved of the responsibility by the DTCP, whichever is earlier.
- The Parties shall abide by all the terms and conditions of the license granted by DTCP including all and/or 19.14 any other condition imposed by DTCP from time to time thereafter.
- Any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made 19.15 only with mutual written consent of the Parties hereto before the grant of Letter of Intent/ In-principle approval of license by DTCP. However, upon grant of letter of Intent/ licence, this Agreement is irrevocable and any change, alteration, modification, etc., in this Agreement shall be effected by the Parties only upon obtaining prior approval of the DTCP.

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Proncon Pvt. Ltd.

For Promist Infrants in Pot Ltd

For Namo Realtech Pvt. Ltd.





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IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their hands on this Agreement on the day, month and year first above written in the presence of the following witnesses who have signed these presents:

For DPPL

For Delta Proposon Pvt. Ltd.

For Prompt Infravision Pvt Ltd.

Authorised Signatory

Name: Mr. Gulshan Kumar

Authorised Signatory

Name: Mr. Rambir

Authorised Signatory

For NRPI.

For Namo Realtech Pvt. Ltd.

Name: Mr. Vipun James Signatory

Authorized Signatory

Authorized Signatory

Authorized Signatory

In the Presence of:

In the Presence of:

In the Presence of:

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Schedule I

Part A

Details of Project Land

Rectangle	Killa	L	and Exten	t	Land Owner	Status of
No.		Kanal	Maria	Sarsai		License
123	20/2	5	8	0	NRPL	Un-licensed
124	20/1	4	18	0		97 of 2013
	15 Min.	4	1	0		38 of 2013
	16/1	5	4	0		
	17/1	5	3	0		
	18/1/1	5	3	0		
	19/1/1	2	12	0		
	19/2/1	3	5	0		
	20/2	3	2	0		
125	16/2	6	0	0		38 of 2013
	16/1		16	0		Un-licensed
	17/2/1	0	7	0		
	25/2/1/1	0	17	0		The same of the sa
Total	(A)	47	16	0		
124	16/2	2	16	0	DPPL	38 of 2013
	17/2	2	17	0		
	18/1/2	0	17	0		
	19/1/2	1	8	0		
	19/2/2	0	15	0		
	25 Min.	4	0	0		
123	22 Min.	4	0	0		
Total	(B)	16	13	0		A MARINE TO A MARINE
123	21 Min.	4	0 .	0	DPPL (1/2 Share) and PIPL (1/2 Share)	38 of 2013
Total	(C)	4	0	0		
124	18/2	2	0	0	PIPL	38 of 2013
	21	8	0	0		
	22/2	6	4	0		
	23 Min.	5	15	0		
	24 Min.	4	0	0		
Total	(D)	25	19	0		
Total (A+B+C+D)		94	8	0		
		1	1.80 acres			

or Delta Proncon Pvt. Ltd.

Authorised Signatory

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For Prompt Infravision Pvt Ltd

Authorised Signatory

For Namo Realtech Pvt. Ltd.

Authorised Signatory





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Schedule I

Part B

Layout map of the Project Land

(Attached separately)

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For Delta Propent Pvt. Ltd.

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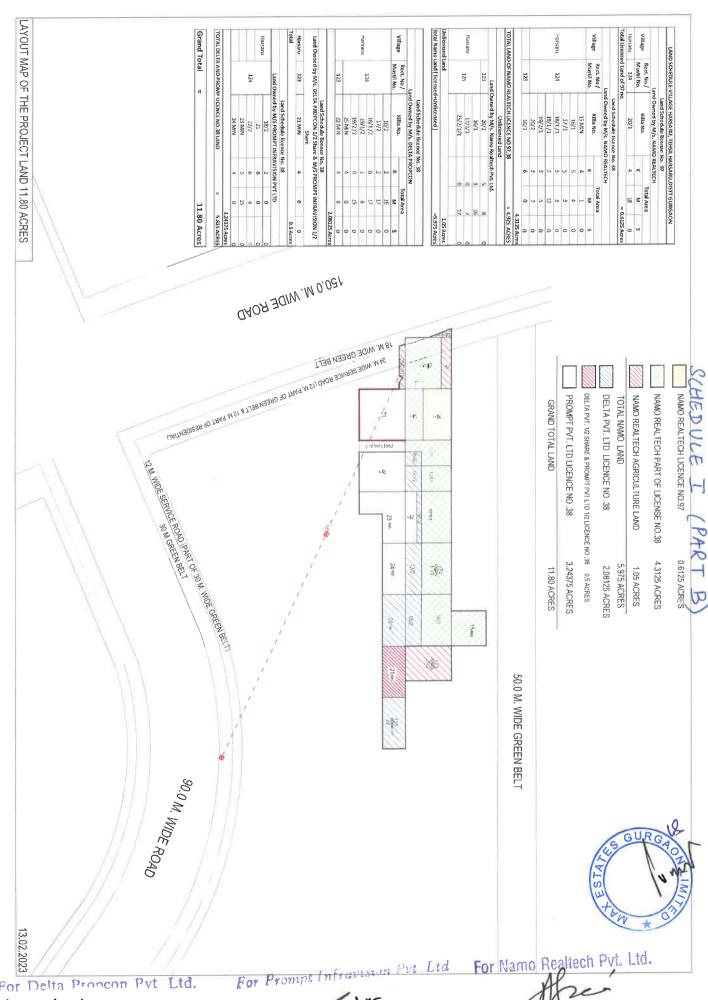
For Promnt Infravision Put Ltd.

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For Namo Repliech Pvi. Ltd.

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Schedule II

Part A

Details of Licensed Land

		Schedule -II Licensed Lan	d	
	LICE	NCE NO. 97 OF 2013/08.1	1.2013	
	DETAIL	LS OF LAND OWNED B	YNRPL	
			Land Extent	
Village	Rect,	Killa No.	Kanal	Marla
	124	11	8	0
Harsaru		12/2 Min.	0	12
		20/1	4	18
	Total		13	10
			Total 13-1	0 or 1.6875 Ac

		NCE NO. 38 OF 2013/04.0			
	DETAIL	LS OF LAND OWNED B			
Village	Rect.	Killa No.	Lan	Land Extent	
Village	Rect.	Milia 110.	Kanal	Marla	
		14 Min.	0	11	
Harsaru		15	. 8	0	
	and the second s	16/1	5	4	
	101	17/1	5	3	
	124	18/1/1	5	3	
		19/1/1	2	12	
		19/2/1	3	5	
		20/2	3	2	
	125	16/2	6	0	
	Total		39	0	

Village	Rect.	Killa No.	Land Extent	
			Kanal	Marla
Harsaru	124	19/2/2	0	15
		16/2	2	16
		17/2	2	17
		18/1/2	0	17
		19/1/2	1	8

Por Delta Propon Pvt Ltd.

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For Prompt Infravision Pvt Ltd. For Namo Realtech Pvt. Ltd63

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Miles II - Berger British			Total #6 7	0 m 7 0 1375 A 0 000
	Total Total		56	7
	All supplies and the supplies are supplies and the supplies and the supplies and the supplies are supplies and the supplies and the supplies are supplies and the supplies ar	15	8	0
	130	6	8	0
	131	10	7	14
	123	22	8	0
	130	7	8	0
		25	8	0

Total 56-7 or 7.04375 Acres

DETAILS OF LAND OWNED BY DPPL 1/2 SHARE AND PIPL 1/2 SHARE

Village	D. A. T.	Land Extent		
	Rect.	Killa No.	Kanal	Marla
	123	21	8	0
	130	5	8	0
Harsaru	131	1	8	0
		2	8	0
	Total		32	0

Total 32-0 or 4.0 Acres

Village	Edito N	Etilla Na	Lan	Land Extent	
	Rect.	Killa No.	Kanal	Marla	
	130	2	8	0	
	124	18/2	2	0	
		22/2	6	4	
		23	8	0	
Harsaru		24	8	0	
	130	3/2	7	17	
		4	8	0	
	131	11	3	19	
-	124	21	8	0	
	Total		60	0	

Total 60-0 or 7.5 Acres

Total licensed land no 38 187-7 or 23.4188 Acres

Total licensed land (license no 38 and 97)

= 25.1063 Acres

For Delta Proncon Pvt. Ltd.

For Prompt Infravision Pvt Ltd.

Authorised Signators

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For Namo Realtech Pvt. Ltd.

Authorised Signatory



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Schedule II

Part B

Details of Remaining Licensed Land

		Land Owned by NRPL		
	LICE	NCE NO. 97 OF 2013/08.	11.2013	
77711			Lan	d Extent
Village	Rect.	Killa No.	Kanal	Marla
Hausaun	124	11	8	0
Harsaru		12/2 Min.	0	12
	Total		8	12

	De	tail of Land Owned by NI	RPL	
			Land Extent	
Village	Rect.	Killa No.	Kanal	Marla
Iarsaru	124	14 Min.	0	11_
	124	15 Min.	3	19
	Total		4-10 or	0.5625 Acres
		IL OF LAND OWNED B		0
	124	25 Min.	-4	0
				0 0
	124	25 Min.	-4	
Iarsaru	124	25 Min. 22 Min.	4 4	0
Iarsaru	124	25 Min. 22 Min. 6	4 4 8	0
larsaru	124	25 Min. 22 Min. 6 7	4 4 8 8	0 0 0

Village F		N. W. N.	Land Extent	
	Rect. Ki	Killa No.	Kanal	Marla
Harsaru	130	5	8	0
	131	1	8	0
		2	8	0

For Prompt Infravision Pvt LtdFor Namo Realtech Pvt. Ltd.

For Delta Proncon Pvt Ltd.

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	Total		24-0	or 3.0 Acres	
	Land Own	ed by DPPL1/2 share PIP	L 1/2 Share		
			Land Extent		
Village	Rect.	Killa No.	Kanal	Maria	
Harsaru	123	21 Min.	4	0	
	Total		4-0 o	r 0.5 Acres	

Village	Rect.	Killa No.	Lan	d Extent
Village		Killa No.	Kanal	Marla
Harsaru	124	23 Min.	2	5
narsaru	124	24 Min.	4	0
	130	2	8	0
		3/2	7	17
		4	8	0
	131	11	3	19
	Τσ	tal	34-1 or 4	1.25625 Acres
Total Land license no 38			13.2	8125 acrs
	Total Land lice	ense no 38 &97	14.35	625 acres

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For Delta Proncon Put Ita

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For Prompt Infravision Prt Ltd

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For Namo Realtech Pvt. Ltd.

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Schedule II

Part C

Layout for Remaining Licensed Land

(Attached separately)

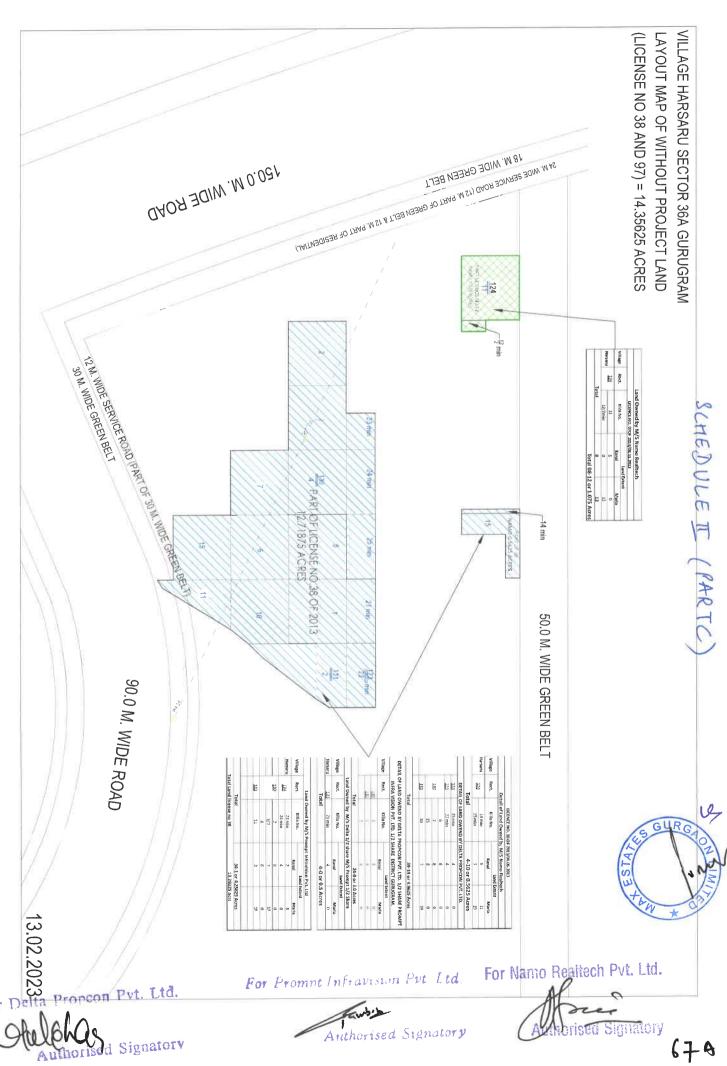
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For Delta Proncon Pvt Ltd.

For Promot Infraver on Put Ltd.

Authorised Signatory

For Namo Realtech Pvt. Ltd.





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Schedule III

Part A

Copy of License 38

(Attached separately)

Copy of License 97

(Attached separately)

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Authorised Signatory

For Prompt Infravision Int Ltd.

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For Namo Realtech Pvt. Ltd.

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SCHEDULE III (PARTA)

FORM LC-V

(See Rule-12) Haryana Government

Town and Country Planning Department Licence No. 38 --- of 2013

This licence has been granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made there under to Delta Propoon Pvt. Ltd. in collaboration with Prompt Infravision Pvt. Ltd., 461-462, Udyog Vihar, Phase-3, Gurgaon, to develop a Group Housing on the land measuring 23.4188 acres in the revenue estate of village Harsaru, Sector-36A, Gurgaon-Manesar Urban Complex.

The particulars of land wherein the aforesaid Group Housing Colony is to be set up are given in the schedule annexed here to and duly signed by the

Director General, Town and Country Planning, Haryana. The licence is granted subject to the following conditions:-

al That the Group Housing Colony is laid out to conform to the approved layout plan and the development works are executed according to the designs and specifications shown in the approved plan.

b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act,

1975 and Rules, 1976 made there under are duly complied with.

c) That the cost of 24/18 mtrs wide road/major internal road is not included in the EDC rates and you will pay the proportionate cost for acquisition of land, if any, along with 24/18 mtrs, wide road/major internal road as and when finalized and demanded by the Director, Town & Country Planning,

d) That the portion of sector/master plan road, service/internal circulation road which shall form part of the licenced area if any shall be transferred free of cost to the Govt. in accordance with the provisions of section 3 (3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

e) That you shall derive permanent approach from the Internal Service Road

That you shall comply with conditions of letter dated 06.03.2013 of Forest Department which is issued to company by Forest Department before execution of development works at site

g) That you shall not give any advertisement for sale of Flats/floor area in group housing colony before the approval of layout plan/building plans.

h) That you shall obtain approval/NOC from the Competent Authority to fulfill the requirements of notification no. S.O. 1533 (E) dated 14.09.2006 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony.

i) That you shall seek approval from the competent authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at site

before starting the development works, if required.

j) That you shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from external infrastructure to be laid by HUDA.

k) That you shall use only CFL fittings for internal lighting as well as in campus lighting.

That you shall provide the rain water harvesting system as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.

- mi That you shall provide the Solar Water Heating System as per by HAREDA and shall be made operational where applicable before applying for an occupation certificate.
- n) That in compliance of Rule-27 of Rules 1976 & Section-5 of Haryana Development and Regulation of Urban Areas Act, 1975, you shall inform account number & full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount from the buyers for meeting the cost of internal development works in the colony.

Delta Proncon Pvt Ltd. hulcher Signatory For Promnt Infrances with Ltd

For Namo Realtech Pvt. Ltd.



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o That you shall convey 'Ultimate Power Load Requirement' of the project to the concerned power litility, with a copy to the Director, with in two months period from the date of grant of licence to enable provision of site in your land for Transformers/Switching Station/ Electric Sub-Stations as per the norms prescribed by the power utility in the Building plan of the project.

pi That at the time of booking of the flats/commercial spaces in the licensed colony, if the specified rates of flats/commercial spaces do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the flats/commercial spaces owners, you shall also provide details of calculations per sq. mtrs. /per sq. ft. to the allottee while raising such demand from the flats owners.

The licence is valid upto £3/6/2017.

Dated: 04/6/2017 Place: Chandigarh

(Anurag Rastogi, IAS)

Director General,

Town and Country Planning,

Haryana, Chandigarh.

E-mail-tcphry@gmail.com

Endst No. LC-2822/DS(R)/2013/ 41786

Dated:- 5-6-13

A copy is forwarded to the following for information and necessary action:-

- Delta Proposon Pvt. Ltd. and Prompt Infravision Pvt. Ltd., 461-462, Udyog Vihar, Phase-3, Gurgaon, Haryana along with copy of Agreement LC-IV, Bilateral Agreement, Land Schedule & Zoning Plan.
- 2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.

3 Chief Administrator, HUDA, Panchkula.

- 4. Chief Administrator, Housing Board Haryana, Sector-6, Panchkula along with copy of Agreements.
- 5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Setor-6, Panchkula.
- 6. Joint Director, Environment Haryana-Cum-Secretary, SEAC, Pryatan Bhavan, Sector-2, Panchkula.
- 7. Addl. Director Urban Estates, Haryana, Panchkula.
- 8 Administrator, HUDA, Gurgaon.
- 9. Chief Engineer, HUDA, Panchkula.
- 10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
- 11. Se nior Town Planner, Gurgaon alongwith a copy of zoning plan. He will en sure that the colonizer shall obtain approval/NOC as per condition No. (g) above before starting the Development Works at site.
- 12. Semior Town Planner (Enforcement), Haryana, Chandigarh.
- 13. Land Acquisition Officer, Gurgaon.
- 14. District Town Planner, Gurgaon along with a copy of agreement & Zoning Plan.
- 15. Chief Accounts Officer (Monitoring Cell) original Bank Guarantees (IDW & EDC) already sent to Accounts Branch.
- 16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, Chiandigarh along with a copy of agreement.

(Sanjay Kumar)
District Town Planner (HQ)
For Director General, Town and Country Planning
Haryana, Chandigarh

For Delta Propon Pvt Ltd.

Authorised Signatory

For Prompt Infravision Pvt Ltd.

Authorised Signatory

For Namo Realtech Pvt. Ltd.

Authorised Signatory



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To be read with Licence No. 38 of 2013/04.6

1. Detail of land owned by Delta Propeon Pvt. Ltd. District Gurgaon.

Village	Rect. No.	Killa No.	Arca
Harsaru	124	19/2	<u>K-M</u> 4-0
		15	8-0
		16	8-0
		17	8-0
		18/1	6-0
		19/1	4-0
		20/2	3-2
		25	8-0
	130	7	8-0
	123	22 10	8-Q
	131		7-14
	130	6	8-0
	MET AND COMPA	15	8-0
	125	16/2	6-0
	124	14 min	0-11
		Total	95-7

2. Detail of land owned by Delta Propoon Pvt. Ltd. 1/2 share Prompt Infra vision Pvt. Ltd. 1/2 share District Gurgaon.

Village	Rect. No.	Killa No.	Area
Harsaru	123 130 131	21 5 1	<u>K-M</u> 8-0 8-0 8-0
8	· ·	2 Total	<u>8-0</u> 32-0

3. Detail of land owned by Prompt Infra vision Pvt. Ltd. District Gurgaon.

<u>Village</u>	Rect. No.	Killa No.	Area
Harsaru	130 124	18/2 22/2 23	<u>K-M</u> 8-0 2-0 6-4
	130	24 3/2	8-0 8-0 7-17 8-0
	131 124	11 21 Total Grand Total	3-19 <u>8-0</u> 60-0 187-7 or 23.4188 acres
		A CONTRACT TO THE PARTY OF THE	or worstdo steles

oncon Pvt Ltd.

Director General Town and Country Planning.

For Prompt Infravision Pvt Ltd.

For Namo Realtech Pyt. Ltd.

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FORM LC-V

(See Rule-12) Haryana Government

Town and Country Planning Department

Licence No. ----of 2013

1. This licence has been granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules made there under to Delta Proposon Pvt. Ltd. in collaboration with Prompt Infravision Pvt. Ltd., 461-462, Udyog Vihar, Phase-3, Gurgaon, to develop a Group Housing on the additional land measuring 1.6875 acres in addition to Licence no. 38 of 2013 area measuring 23.41875 acres in the revenue estate of village Harsaru, Sector-36A, Gurgaon-Manesar Urban Complex.

2. The particulars of land wherein the aforesaid Group Housing Colony is to be set up are given in the schedule annexed here to and duly signed by the

Director General, Town and Country Planning, Haryana.

3 The licence is granted subject to the following conditions:-

a) That the Group Housing Colony is laid out to conform to the approved layout plan and the development works are executed according to the designs and specifications shown in the approved plan.

b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act,

1975 and Rules, 1976 made there under are duly complied with.

c) That the cost of 24/18 mtrs wide road/major internal road is not included in the EDC rates and you will pay the proportionate cost for acquisition of land, if any, along with 24/18 mtrs. wide road/major internal road as and when finalized and demanded by the Director, Town & Country Planning, Haryana.

d) That the portion of sector/master plan road, service/internal circulation road which shall form part of the licenced area if any shall be transferred free of cost to the Govt. in accordance with the provisions of section 3 (3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

e) That you shall derive permanent approach from the Service Road only.

f) That you shall comply with conditions of letter dated 06.03.2013 of Forest Department and you shall seek approval from the competent authority under the Punjab Land Preservation Act, 1900 or any other statute applicable at site before starting the development works, if required.

g) That you shall not give any advertisement for sale of Flats/floor area in group housing colony before the approval of layout plan/building plans.

h) That you shall obtain clearance/NOC from the Competent Authority to fulfill the requirements of notification no. S.O. 1533 (E) dated 14.09.2006 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony.

 That you shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from

external infrastructure to be laid by HUDA.

 That you shall use only CFL fittings for internal lighting as well as in campus lighting.

k) That you shall provide the rain water harvesting system as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.

I) That you shall provide the Solar Water Heating System as per the norms/ instructions issued by HAREDA time to time and shall be made operational where applicable before applying for an occupation/part completion certificate.

m) That in compliance of Rule-27 of Rules 1976 & Section-5 of Haryana Development and Regulation of Urban Areas Act, 1975, you shall inform account number & full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount from the buyers for meeting the

cost of internal development works in the colony.

For Namo Realtech Pvt. Ltd.

For Delta Proncon Pvt Ltd.

For Prompt Infravision Put Ltd

Authorised Signatory

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n) That you shall convey 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, with in two months period from the date of grant of licence to enable provision of site in your land for Transformers/Switching Station/ Electric Sub-Stations as per the norms prescribed by the power utility in the Building plan of the project.

o) That at the time of booking of the flats/commercial spaces in the licensed colony, if the specified rates of flats/commercial spaces do not include IDC/EDC rates and are to be charged separately as per rates fixed by the Government from the flats/commercial spaces owners, you shall also provide details of calculations per sq. mtrs. /per sq. ft. to the allottee while raising such demand from the flats owners.

p) That you shall abide with the policy dated 08.07.2013 related to allotment of EWS Flats/Plots.

q) That you shall deposit the labour cess, as applicable as per Rules before approval of building plans.

The licence is valid upto 07/11/2017.

Dated: $\mathcal{O}\mathcal{E}/\mathcal{U}/2\mathcal{C}/3$. Place: Chandigarh

(Anurag Rastogi, IAS)
Director General,
Town and Country Planning,
Haryana, Chandigarh.
E-mail-tephry@gmail.com

Endst No. LC-2816/DS(R)/2013/57586

Dated: 15/11/2013

A copy is forwarded to the following for information and necessary action:-

Delta Proposon Pvt. Ltd. and Prompt Infravision Pvt. Ltd., 461-462, Udyog Vihar, Phase-3, Gurgaon, Haryana along with copy of Agreement LC-IV, Bilateral Agreement, Land Schedule & Zoning Plan.

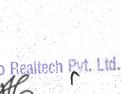
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.

3. Chief Administrator, HUDA, Panchkula.

4. Chief Administrator, Housing Board Haryana, Sector-6, Panchkula along with copy of Agreements.

5. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Setor-6, Panchkula.

- 6. Joint Director, Environment Haryana-Cum-Secretary, SEAC, Pryatan Bhavan, Sector-2, Panchkula.
- 7. Addl. Director Urban Estates, Haryana, Panchkula.
- 8. Administrator, HUDA, Gurgaon.
- 9. Chief Engineer, HUDA, Panchkula.
- 10. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
- 11. Senior Town Planner, Gurgaon alongwith a copy of zoning plan. He will ensure that the colonizer shall obtain clearance/NOC as per condition No. (h) above before starting the Development Works at site.
- 12. Senior Town Planner (Enforcement), Haryana, Chandigarh.
- 13. Land Acquisition Officer, Gurgaon.
- 14. District Town Planner, Gurgaon along with a copy of agreement & Zoning Plan.
- 15. Chief Accounts Officer (Monitoring Cell) original Bank Guarantees (IDW & EDC) already sent to Accounts Branch.
- 16. Accounts Officer, O/o Director General, Town & Country Planning, Haryana, For Namo F. Chandigarh along with a copy of agreement.



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(Sanjay Rumar)
District Town Planner (HQ)
For Director General, Town and Country Planning
Haryana, Chandigarh

For Prompt Infravision Pvt Ltd

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To be read with Licence No. $\frac{97}{97}$ of $2013/\frac{11}{521/3}$

1. Detail of land owned by Delta Propoun Pvt. Ltd. district Gurgaon.

			Total	13-10 or 1.6875 acres
		20/1	4-18	4-18
		12/2	3-7	0-12
Harsaru	124	11	8-0	8-0
			K-M	K-M
Village	Rect. No.	Killa No.	Total Area	Area Taken

Town and Country Planning, Haryana, Chandigarh

For Delta Propens Pvt Ltd.

For Prompt Infrance : " Fit Ltd.

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For Namo Reallech Pvt. Ltd.



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Schedule III

Part B

Layout map of the Licensed Land

(Attached separately)

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For Delta Proncon Pvt Ltd.

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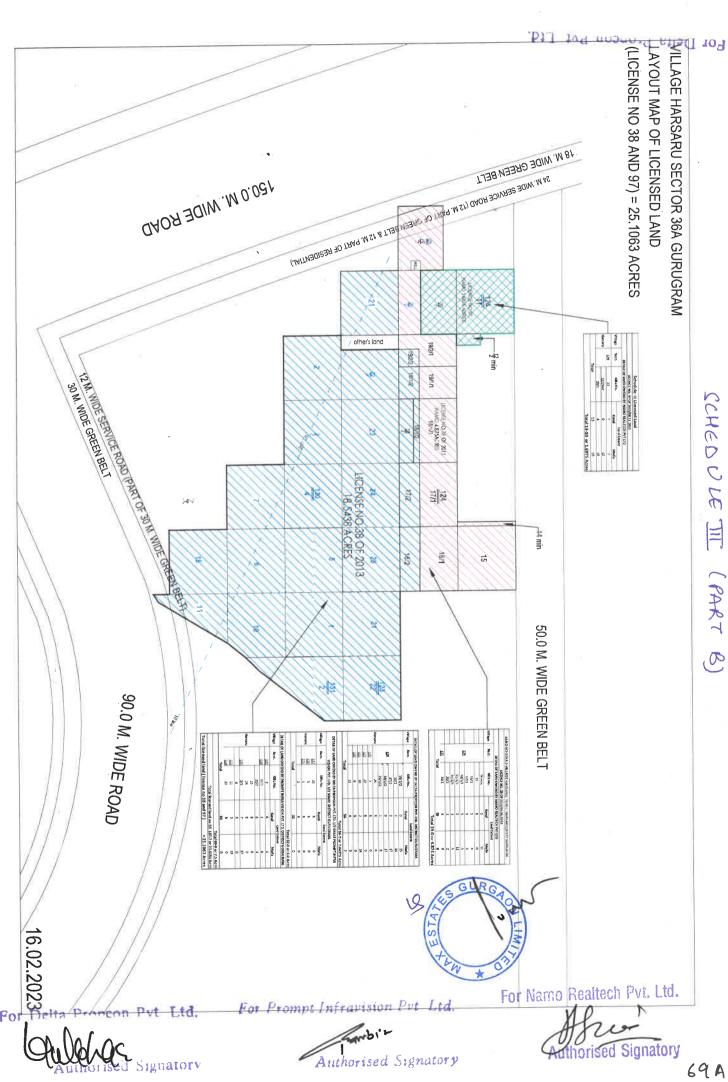
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Schedule IV

Copy of Zoning Plan

(Attached separately)

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For Prompt Infravision Pvt Ltd.

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For Namo Realtech Pvt. Ltd.

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SECTOR 88 150 M MIDE ROAD ALL DIMENSIONS ARE IN METERS ZONED AREA= 18.6574 ACRES M 0.09 SCHEDULE IV ZONING PLAN OF ADDITIONAL LICENCED ULE 38(siii) AND 48 (2) OF THE PUNIAB SCHEDULED ROADS AND CONTROLLED AS SCHEDULED ROADS.

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Schedule V

Illustration of Brokerage Cost

Please note: The figures shown below are for illustration purpose only. The objective of these figures is to only illustrate the mechanism of brokerage reconciliation.

Assumptions

AS A SERVICE DATE OF LAKE AND ASS.	Cost per unit	
BSP (at launch)	100	11
EDC/ IDC	10	
IFMS/ Sinking Fund	10	11
Transaction Charges (Stamp Duty, Reg Charges)	10	17
GST	7	- 11
Total	137	17

Please note - All Pass Through Charges/ deductions from booking value (Gross Sales Proceeds) will be as per those defined in this Agreement.

Payment Plan 1

	01	02	03	04	Q5	Total
BSP	20%	20%	20%	20%	20%	100%
EDC/ IDC	50%	50%			_	100%
IEMS/ Sinking Fund			AAAAAAAA PAAAAA	Andrewson to comment t	100%	100%
Transaction Charges (Stamp Duty, Reg Charges)	100%			The state of the s		100%

Payment Plan 2

	Q1	Q2	Q3	Q4	Total
BSP	30%		40%	30%	100%
EDC/ IDC	50%	50%			100%
IFMS/ Sinking Fund				100%	100%
Transaction Charges (Stamp Duty, Reg Charges)	100%			00000000000000000000000000000000000000	100%

Units Sold

CHARLES THE REST WITH THE PERSON	Q1	Q2	Q3	Q4	Q5	Total
Sale (No. of units)	1	1				2
Escalation in BSP		0%				

Master RERA Account

	Q1	Q2	Q3	Q4	Q5	Total
BSP	20	50	20	60	50	200
EDC/ IDC	5	10	5	0	0	20
IFMS/ Sinking Fund	0	0	0	0	20	20
Transaction Charges	10	10	0	0	0	20
GST (@5%)	2	4	1	3	4	13

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For Namo Realtech Pvt. Ltd.

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Total Customer Collection	37	74	26	63	74	273
Tax Deducted at Source (TDS)	0	1	0	1	1	2
Master Account Collection	37	73	26	62	73	271

Brokerage (as per actuals)	5.9%	5.9%				V	
Net Sales Revenue	14	44	20	60	50	188	INR cr
Landowner Share (32% of Net Sales Revenue)	5	14	6	19	16	60	INR cr

Please note - Brokerage % is applied on net sales value pre-brokerage.

Please note - The payout/ waterfall mechanism of the Land Owners Share will be as per the terms of this Agreement.

Net Sales Revenue (as per agreed brokerage)

Brokerage (as per Agreement)	3.5%	3.5%		6. UP (10. 100 PM		ngdigwydy, maddyn fargodd (o' addynaiddiad daeddol	
Net Sales Revenue	16	46	20	60	50_	193	INR cr
Landowner Share (32% of Net Sales Revenue)	5	15	6	19	16	62	INR cr

Reconciliation

Reconciliation amount to be paid to Land	1.5	INR cr
Owners (at the end of phase)		-

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For Delta Proncon Pvt. Ltd.

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For Prompt Infravision Pro Ltd.

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For Namo Realtech Pvt. Ltd.

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Schedule VI

Break up of estimated EDC/ IDC payable by each Party

Area Statement

License no.	Total Area (Acres)
License 38	23.4
License 97	1.7
Total Licensed Land	25.1

License no.	Total Area (Acres)
Project Land	11.8
Licensed Land	10.8
Unlicensed Land	1.1

A CONTRACTOR OF THE CONTRACTOR	FSI (Sq. Ft.)
FSI - Current available	19,07,304
FSI - Project Land	17,79,240
Half FSI (Previous rates)	8,89,620
Half FSI (Current rates)	8,89,620

Current Scenario (at the time of execution of this Agreement)

	License 38 (INR Crores)	License 97 (INR Crores)	Total (INR Crores)
EDC			
Already Paid	99.8	5.5	105.3
Pending Payment	3.4	0.0	3.4
IDC			
Already Paid	10.4	0.7	11.1
Pending Payment	0.0	0.0	0.0

Please note - "Already paid" in above table assumes only principal and interest (and not penal interest)

	Amount (INR Crores)	Amount per acre (INR Crores)	Amount psf FSI (INR Crores)
Total EDC Paid	108.7	4.3	570
Total IDC Paid	11.1	0.4	58

Please note - Land Owners will pay the final instalment of EDC on License 38, as per this Agreement.

Additional License

	Commercial (INR Crores per acre)	GH non-TOD (INR Crores per
per acre)		For the Realtech Pvt. Ltd.

ncon Pvt. Ltd. For Promot Infravision Pvt Ltd



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Current EDC rate (ex. interest)	3.8	5.0	3.8
The state of the s			

	Residential	Commercial	GH non-TOD	
Current IDC rate	58	93	58	in INR psf FSI
Current IDC rate	0.4	0.7	0.4	in INR cr per acre

	Unlicensed - Project Land (INR Crores)	Unlicensed - Remaining Land (INR Crores)	Total (INR Crores)
Area (in acres)	1.1	0.9	1.9
EDC Principal	4.0	3.2	7.2
IDC Principal	0.5	0.4	0.8

EDC/ IDC Schedule for Additional License (Project Land)

Future EDC/IDC payment schedule	30 day s fro m Add	60 day s fro m Add	6 Mont hs from Addl.	Mont hs from Addl.	18 Mont hs from Addl.	Mont hs from Addl.	30 Mont hs from Addl.	36 Mont hs from Addl.	Mont hs from Addl.	48 Mont hs from Addl.	56 Mont hs from Addi.
IDC		0.2	0.2								
Interest on IDC @										200000000000000000000000000000000000000	11) we debox
EDC Principal	0.4		0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Interest on EDC @			0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.0	0.0
Total Pay-out	0.4	0.2	0.8	0.6	0.6	0.5	0.5	0.5	0.5	0.4	0.4

EDC for Additional License

	Project Land
Total EDC (Including Interest)	5.0
Land Owners Share (32%)	1.6
Developer Share (68%)	3.4
EDC to be paid by Developer	5.0

IDC for Additional License

	Project Land
Totai IDC	0.5
Land Owners Share (32%)	0.1
Developer Share (68%)	0.3
IDC to be paid by Developer	0.5

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For Namo Realtech Pvt. Ltd.

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TOD License EDC

For Delta Proncon Pvt Ltd.

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	Residential (INR Crores per acre)	Commercial (INR Crores per acre)	GH non-TOD (INR Crores per acre)	GH TOD (INR Crores per acre)
Current EDC rate (excl. interest)	3.8	5.0	3.8	7.6

<u>IDC</u>

a section seed that the section seeds	Residential	Commercial	GH non-TOD	GH TOD	
Current IDC rate	0.4	0.7	0.4	0.9	in INR psf
					FSI

EDC/ IDC for incremental FAR

	Project Land (INR Crores)
EDC Principal (TOD)	44.7
IDC Principal (TOD)	5.2

EDC/ IDC Schedule for TOD License (Project Land)

Future EDC/IDC payment schedule	30 day s fro m TO D	60 day s fro m TO D	6 Mont hs from TOD	Mont hs from TOD	18 Mont hs from TOD	24 Mont hs from TOD	30 Mont hs from TOD	36 Mont hs from TOD	Mont hs from TOD	48 Mont hs from TOD	56 Mont hs from TOD
IDC		2.6	2.6							Europ Audo Municipal Management and	Milly apply they again to graph the trade to the construction to
Interest on IDC @ 12%			Spings (a. to. olds). Vigillated 4.54 revisions of vigillated of								
EDC Principal	4.5	AND MAY COMMON PROPERTY.	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Interest on EDC @			2.4	2.1	1.9	1.6	1.3	1.1	0.8	0.5	0.3
Total Pay-out	4.5	2.6	9.5	6.6	6.3	6.1	5.8	5.5	5.3	5.0	4.7

EDC/ IDC Share for Project Land

	Project Land (INR Crores)
Total EDC (Including Interest)	56.7
Land Owners Share (32%)	18.2
Developer Share (68%)	38.6

	Project Land (INR Crores per acre)
Total IDC	5.2
Land Owners Share (32%)	1.7
Developer Share (68%)	3.6

For Namo Realtech Pvt. Ltd.

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Final Reconciliation of EDC/ IDC payable by Developer and Land Owners

- Dalta Propon Pyt Ltd.

For Prompt Infravision I'vt Ltd.

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	Licensed Land (INR Crores)	Additional License (INR Crores)	TOD (INR Crores)	Total (INR Crores)
EDC (including Interest)	46.5	5.0	56.7	108.3
Paid by	**************************************			
Land Owners	46.5	-	-	46.5
Developer	-	5.0	56.7	61.8

	Licensed Land (INR Crores)	Additional License (INR Crores)	TOD (INR Crores)	Total (INR Crores)
IDC	4.8	0.5	5.2	10.5
Paid by				
Land Owners	4.8	-	-	4.8
Developer		0.5	5.2	5.7

	Total (INR Crores)
Total EDC & IDC	118.8
Land Owners Share (32%)	38.0
Developer Share (68%)	80.8
Already paid by Land Owners	51.3
To be paid by Developer	67.5
Additional paid by Land Owners	13.3

Final Reconciliation of EDC/ IDC recovery from customer

As specified in this Agreement, the EDC/ IDC recovered from customers shall be first transferred to Land Owners till the Land Owners fully recovers INR 13.3. cr i.e., the additional EDC/ IDC paid by Land Owners in excess to Land Owners Share. Post this, the EDC/ IDC recovered from the customers shall be shared between the Developer and Land Owners in the ratio of 68:32 respectively.

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For Delta Propens Pvt Ltd.

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For Prompt Infravision in Ltd.

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For Name Realtech Pyt. Ltd.

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Schedule VII List of title deeds for the Remaining Licensed Land and the Project Land

					Common Deeds No		
S. No.	Deed No	Owner	Dated	Total Acres of Registry	Area In Project Land 11.80 acre (License no 38 & 97)	Area in remaining Licensed Land (License no 38 & 97)	Area remaining Unlicensed Land
1	681	DPPL	4/11/20 12	11.9868	6.50625	3.1375	2.34305
2	5887	DPPL	6/1/201	3.9625	0.75	3.2125	0
3	6191	DPPL	6/6/201	2	0	2	0
4 :	6128	PIPL	6/6/201	9.5	3.49375	6.00625	0
					10.75	14.35625	

S. no.	Deed No	Owner	Dated	Total Acres of Registry	Unlicensed Land Area In Project Land 11.80 acre	Area in remaining licensed Land (License no 38 & 97)	Area remaining Unlicensed Land
- interes	2275		12/24/2				- AND
_ 1	3	DPPL	012	0.225	0.225	0	0
tar ranas ormanistario	2214		12/10/2				
2	7	NRPL	015	1.21875	0.15	0	1.06875
	2970		2/25/20				
3	1	NRPL	16	0.175	0.175	0	0
	2956		2/24/20				
4	2	NRPL	16	0.5	0.5	0	0
			Total Un	licensed Land	=1.05 Acres		

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For Prompt Infravision Pvt Ltd.

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For Namo Realtech Pvt. Ltd.

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Schedule VIII

List of Disclosed Litigations

- (i) Case bearing no. CS 365/2018 filed by Vijay and Ram Singh against NRPL, DPPL and others in Court of Civil Judge, Senior Division, Gurugram; and
- (ii) Case bearing no. CR 2732/2021 filed by DPPL against Vijay and others in Hon'ble High Court of Punjab and Haryana;
- (iii) Execution petition bearing no. EXE/309/2022 filed in the court of Civil Judge (Junior Division) Gurgaon.

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For Delta Proncon Pvt Ltd.

For Prompt Infrance and Ltd

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Annexure I

Part A

Format of Second Tranche Conditions Precedent Fulfilment Notice

Ref No	[•], 2023
To: [•]	
Sub:	Certificate under Clause 4.3 of the Joint Development Agreement dated February 17, 2023 entered into by and amongst the Land Owners and the Developer ("Agreement").
Dear Sir	•
We, [•],	do hereby certify that:
(i)	the precondition specified in Clause 4.2 of the Agreement have been fulfilled;
(ii)	we are in full compliance of the terms of the Agreement;
(iii)	no MAE has occurred;
(iv)	the representation and warranties provided by us are true and correct, and there is no breach of any representation and warranties; and
(v)	documentary proof to the effect that the precondition specified in Clause [•] of the Agreement has been satisfied, is enclosed herein.
All capit	talized terms used herein but not defined shall have the meaning given to such terms in the Agreement.
(Mr. [•])	
Encl: a/a	a
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r Delta	Proncon Pvt Ltd., For Prompt Infravision Pet Ltd. When the Company Authorised Signatory

For Namo Realtech Pvt. Ltd.



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Annexure I

Part B

Format of Third Tranche Conditions Precedent Fulfilment Notice

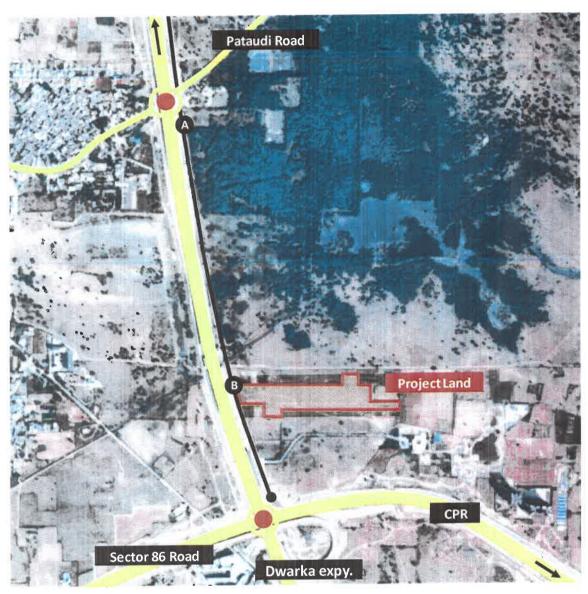
Ref No	[•], 2023
To: [•]	
Sub:	Certificate under Clause 4.5 of the Joint Development Agreement dated February 17, 2023 entered into by and amongst the Land Owners and the Developer ("Agreement").
Dear Si	r,
We, [•],	do hereby certify that:
(vi)	the precondition specified in Clause 4.4 of the Agreement have been fulfilled;
(vii)	we are in full compliance of the terms of the Agreement;
(viii)	no MAE has occurred;
(ix)	the representation and warranties provided by us are true and correct, and there is no breach of any representation and warranties; and
(x)	documentary proof to the effect that the precondition specified in Clause [•] of the Agreement has been satisfied, is enclosed herein.
All capi	italized terms used herein but not defined shall have the meaning given to such terms in the Agreement.
(Mr. [•]	
Encl: a/	/a
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Annexure II Plan for Service Road to be constructed by Land Owners



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For Prompt Infravior we st Ltd. For Namo Realtech Pvt. Ltd.

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Authorised Signatory







Annexure III

List of third parties in accordance with Clause 10.2.17 and 15.6 (iii)

- 1. All Persons engaged by the Developer/its Affiliates or nominees, either directly or indirectly, for providing any goods, material, service, work, consultancy etc., in respect of the Project including but not limited to employees, officers, workers, labours, contractors, sub-contractors, consultants, vendors, suppliers, engineers, architect, representatives, agents, service providers etc.
- 2. Any Person who is visiting the Project Land / Project, including but not limited to visitors, guests, buyers, etc.: and
- 3. Any occupants / owner / developer of any project / building etc., sharing a boundary with the Project Land.

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For Delta Prancon Pvt Ltd.

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For Prompt Infravision Pot Ltd.

Authorised Signatory

For Namo Realtech Pvt. Ltd.



