

- iii) Further, on 17.08.2010, Correction deed to Development agreement dated 24.07.2010 ("**FCP Correction Deed**") was executed between MADC and the Developer Company (relating to 31 acres of land) replacing the term 'sale' with the term 'lease'.
 - iv) MADC, at the request of the Developer Company, executed letter of counter guarantee dated 14.07.2010 (hereinafter defined) in favour of Vijaya Bank for securing the Term Loan Facility of Rs. 105 crores ("**FCP Term Loan**"), was sanctioned to the Developer Company for First City Project. Further, MADC also permitted to mortgage of the two parcels of land constituting the subject matter of First City Project admeasuring 31 Acres and 11.664 Acres ("**Mortgaged Assets**") for securing the said FCP Term Loan.
 - v) On 15.02.2012, Vijaya Bank declared the aforesaid loan accounts of the Developer Company as Non-Performing Asset ("**NPA**"). Thereafter, Vijaya Bank vide its letter dated on 23.4.2012, took over possession of the Mortgaged Assets under Section 13 (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("**Sarfaesi Act**").
 - vi) In addition to the above, Vijaya Bank on 17-07-12 invoked the entire counter guarantee of MADC and placed a general lien on the fixed deposit of Rs.117 crores of MADC with Vijaya Bank, as a part of their action based on the aforesaid, guarantee given by MADC.
 - vii) During the implementation of the FCP, certain disputes arose between the Parties. On account of such disputes and for the reasons stated in the letters dated 16.07.2012 MADC terminated *inter alia* the FCP LoI, FCP Development Agreements, FCP PoAs and FCP Correction Deed.
- D. The Developer Company, in order to revive and restart First City Project, PAP Project and RMC Projects with MADC, sent a proposal to MADC vide letter dated 24.02.2015 ("**Proposal Letter**") in this regard. Thereafter, the Developer Company again on 30.03.2016, issued a letter to MADC ("**Settlement Proposal**") expressing its desire to settle its disputes pertaining to First City Project, PAP Project and RMC Project. MADC Board in its 54th meeting held on 04/05/2016 has in-principle agreed for settlement of all the above mentioned three projects.
- E. The Board of Directors of MADC in its meeting 55th meeting held on 07/07/2016 has formed a Sub-Committee of Directors to arrive at settlement of all the above mentioned three projects. The Sub-Committee in various meetings has studied the

pros and cons of settlement of all the three projects and recommended the Board for the same including the format of the draft settlement Agreement.

- F. The Developer Company vide its letter dtd. 27/02/2017 has informed that it is interested to settle the FCP first and other two projects subsequently and requested MADC to allow formation of a Special Purpose Vehicle (SPV) with IJM for development of FCP, and deposit of One Time Settlement (OTS) amount to Vijaya Bank through MADC.
- G. The Sub-Committee, during the meeting held with M/s. Chourangi on 28/2/17 permitted for settlement of FCP first and payment of 10% OTS amount of Rs.120 Crore as agreed by Vijaya Bank earlier to MADC for onward deposit to Vijaya Bank and formation of SPV with IJM.
- H. The Developer Company has formed a SPV named 'Nagpur Integrated Township Pvt. Ltd.' (NITPL), with IJM Realty (Mauritius) Ltd., a company incorporated under the laws of Mauritius and an Affiliate of IJM group of companies.
- I. Whereas IJM, on behalf of NITPL has deposited through the Developer Company, demand draft for an amount of Rs. 12 Crores, bearing No. 400376, dated 1st March 2017, drawn on HSBC Bank, Fort Branch to MADC for onward payment to Vijaya Bank as part payment of OTS towards the Settlement Amount. IJM (India) Infrastructure Limited, a related company of IJM group of companies has paid Rs. 12 Crores as a part of OTS to MADC through the Developer Company and assigned the rights and benefits of the said payment in favour of NITPL and NITPL acknowledged the same.
- J. In consideration of NITPL agreeing to pay the OTS Amount and all other dues relating to the FCP, the Developer Company has agreed to transfer its rights granted under the development Agreements and Power of Attorney for the two parcels of land, i.e. Plot No. 2 in Sector 21, admeasuring 125453.073 Sq.Mt. (equivalent to about 31 Acre) and Plot No. 10 in Sector 21, admeasuring 47121.23 Sq.Mt. (equivalent to about 11.644 Acre) ("Project Land") in favour of NITPL.
- K. The Parties expressly agree that this Agreement only deals with FCP and NITPL does not have any obligations in relation to Construction of houses and social infrastructures for rural PAP in MIHAN (PAP Project) and/or allotment of land for Ready Mix Concrete plant (RMC Project).
- L. Accordingly, the Parties are desirous of entering into this Agreement to set out the terms and conditions, as mentioned hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Agreement, unless repugnant to the context or meaning thereof, the following words and expressions shall have the meanings hereinafter respectively assigned to them:

- 1.1.1 **"Affiliates"** shall mean any other person or entity that, either directly or indirectly through one or more intermediate persons or entities, controls, is controlled by or is under common control with such Party. For purposes of this definition, **"control"** means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.1.2 **"Conditions Precedent (CP)"** shall have the meaning ascribed to it in ~~for~~ this Agreement.
- 1.1.3 **"Encumbrance"** shall include any claim, mortgage, charge, pledge, lien, assignment, security interest, right of pre-emption, right of first refusal or any similar restriction of any kind, equitable interest, voting agreement, power of attorney (by whatever name called), non-disposal undertaking, any other kind of encumbrance, and any obligation to create or agreement to give or refrain from giving any of the foregoing, and the term Encumber shall be construed accordingly.
- 1.1.4 **"First City Project"** shall have the meaning as ascribed to the term under Recital C.
- 1.1.5 **"FCP Development Agreements"** shall mean the following development agreements executed in relation to the First City Project:-
 - (i) Development Agreement dated 22.06.2006 executed between MADC and Developer Company;
 - (ii) Development Agreement dated 29.03.2010 executed between MADC and Developer Company for 11.644 Acres of land; and
 - (iii) Development Agreement dated 24.07.2010 executed between MADC and Developer Company for 31 Acres of land.

1.1.6 **"FCP Documents"** means collectively the following documents:-

- (i) Letter of Intent dated 22.09.2005;
- (ii) FCP Development Agreements;
- (iii) Power of attorney dated 24.08.2007 issued by MADC in favour of Developer Company;
- (iv) Power of attorney dated 29.03.2010 issued by MADC in favour of Developer Company for 11.644 Acres of land;
- (v) Power of attorney dated 14.08.2010 issued by MADC in favour of Developer Company for 11.644 Acres of land;
- (vi) Correction Deed dated 14.08.2010 to Development Agreement dated 24.07.2010 executed between MADC and Developer Company;
- (vii) Any other document executed between the Parties, prior to the execution of this Agreement, in relation to or in connection with the First City Project.

1.1.7 **"FCP Termination Notices"** means collectively the following documents:

- (i) Termination notice being letter no. MADC/MIHAN/077/247 dated 14.05.2012 issued by MADC; and
- (ii) Termination letter being letter no MADC/MIHAN/071/702 dated 16.07.2012.

1.1.8 **"FCP Term Loan"** shall have the meaning as ascribed to the term under Recital C

1.1.9 **"FDRs"** shall have the meaning as ascribed to the term under Recital C.

1.1.10 **"NITPL"** shall mean **'Nagpur Integrated Township Pvt. Ltd.'**, a SPV formed by IJM Realty (Mauritius) Ltd., a company incorporated under the laws of Mauritius, an Affiliate of IJM group of companies.

1.1.11 **"Mortgaged Assets"** shall have the meaning as ascribed to the term under Recital C.

1.1.12 **"New Development Agreement"** shall mean new development agreement to be entered into between NITPL and MADC on the lines substantially similar to the FCP Development Agreements with such modifications as agreed in this agreement.

1.1.13 **"Obligations"** shall mean and include all obligations of the Developer Company under this Agreement and FCP Documents, except otherwise provided.

1.1.14 **"Outstanding Dues"** shall mean all amounts including principal, interest, penal

interest, liquidated damages, penalty etc. payable by the Developer Company to the Vijaya Bank pursuant to the loan facilities including FCP Term Loan sanctioned to and availed by the Developer Company in relation to execution of the First City Project.

1.1.15 "**Proceedings**" shall mean any dispute, claim, demand, litigation, petition, action, suit, investigation, inquiry, notice, process, proceeding, mediation, arbitration, conciliation, enforcement proceeding, hearing, complaint, assessment, fine including interest, penalty, judgment, order, injunction, decree or award (administrative or judicial) by or before any Regulatory Authority

1.1.16 "**Project Land**" shall have meaning as ascribed to term under Recital J.

1.1.17 "**SARFAESI Act**" shall mean the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Act, 2002.

1.1.18 "**SPV**" shall mean a Special Purpose Vehicle to be constituted in terms of the clause 1.1.12.

1.1.19 "**Settlement Proposal**" shall have the meaning as ascribed to the term under Recital D.

1.2. INTERPRETATION

1.2.1. Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

1.2.2. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.2.3. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.2.4. Unless otherwise stated, references to Clauses, sub-clauses, sub-paragraph, Schedules relate to the, Clauses, sub-clauses, sub-paragraph, Schedules of this Agreement.