

(c) sent by reputed overnight courier service 2 (two) Business Days after the date of dispatch; and

(d) if sent by facsimile, when the activity report confirms successful transmission, or if such day is not a Business Day or after 5 P.M. on any Business Day in the place of delivery, the next following Business Day.

7.2.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (seven) days' prior written notice.

7.3 ENTIRE AGREEMENT

This Agreement and any other settlement agreement of even date entered into inter alia between NITPL and the Developer Company, constitutes the entire agreement relating to the subject matter hereof and supersedes all oral and written communications between the NITPL and the Developer Company, concerning this subject.

7.4 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

7.5 VARIATION

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

7.6 COST AND EXPENSES

Each of the Parties shall bear their own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement, provided however that the stamp duty (and any other costs) payable in relation to this Agreement and any other document executed in connection with this Agreement shall be borne by NITPL.

7.7 CONFIDENTIALITY

The Parties agree and undertake to keep the contents of this Agreement and the subject matter hereof along with any information related to this Agreement disclosed by the other Parties ("Confidential Information") confidential and not to disclose such Confidential Information to any person other than to its affiliates,

employees, officer, agents, representatives on a need to know basis. Confidential Information shall not include any information already in the public domain or required to be disclosed by any Regulatory Authority or by Law.

7.8 GOVERNING LAW, JURISDICTION AND DISPUTE SETTLEMENT

Any obligations arising under or in connection with the subject matter of this Agreement shall be governed by, interpreted by and construed in accordance with the laws of India. The courts in Mumbai will have sole and exclusive jurisdiction over all matter relating to, in connection with or arising out of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of **MAHARASHTRA AIRPORT DEVELOPMENT COMPANY LIMITED**

Signed and delivered for and on behalf of **CHOURANGI BUILDERS & DEVELOPERS PRIVATE LIMITED**



By: Atul R. Thakare
Title: Marketing Manager

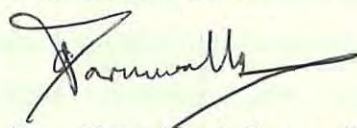




By: Atul D. Shirodkar
Title: Chairman & managing Director



Signed and delivered for and on behalf of **Nagpur Integrated Township Pvt. Ltd.**

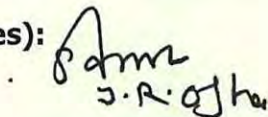


By: Cyrus Eruch Daruwalla
Title: Authorised Signatory



In the presence of (witnesses):

1. (name and signature)


S.R. Oghe

2. (name and signature)


(VISHU NAGARAJ)

Schedule I

1. List of MADC's FDRs with Vijay Bank

MADC LTD - MUMBAI (2016-17) 8TH FLOOR, WORLD TRADE CENTRE 1, CUFFE PARADE MUMBAI - 400 005. CIN: U45203MH2002SGC136979 Fixed Deposits Group Summary 1-Apr-2017 to 29-Jun-2017		
Particulars	Closing Balance	
	Debit	Credit
FDR with Vijaya Bank - Bandra	38,17,87,270.00	
FDR No. : 507203311001459	2,05,994.00	
FDR No. : 507203911001484	32,82,18,465.00	
FDR No. 507203681000153	3,99,46,042.00	
FDR No. - 507203941000035	65,76,694.00	
FDR No. - 507203941000051	68,40,075.00	
FDR with Vijaya Bank - Mulund - E	1,35,47,33,189.00	
FDR No. - 504803311002987	36,26,01,842.00	
FDR No. - 504803311003347	14,23,10,066.00	
FDR No. - 504803311003348	14,23,10,065.00	
FDR No. - 504803311003349	14,23,10,068.00	
FDR No. - 504803311003350	3,56,29,452.00	
FDR No. - 504803311003351	52,42,82,978.00	
FDR No. - 504803311004751	52,88,718.00	
Grand Total	1,73,65,20,459.00	

2. List of immovable properties and assets to be released by Vijaya Bank

- Plot No. 2 in Sector 21, admeasuring 1,25,453.073 Sq.Mt. (equivalent to about 31 Acre) and construction thereon.
- Plot No. 10 in Sector 21, admeasuring 47,121.23 Sq.Mt. (equivalent to about 11.644 Acre)





Schedule II

SHAREHOLDING OF NITPL AS ON THE EXECUTION DATE OF THE AGREEMENT

Name of the Equity Share Holder	Shareholding %	No. of Equity Shares
~~Nagpur Integrated Township Private Limited~~ <i>ITM Realty (maupitiw) Ltd.</i>	94.9	949
Chourangi Builders & Developers Private Limited	5.0	50
Venkata Sunil Kumar Aripirala	0.1	1
Total	100.00	1,000





Subject:- Mortgage of land

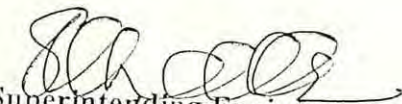
Reference:- Vijaya Bank Mulund branch letter dated 22/09/2010

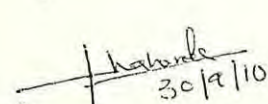
In continuation to above reference, it is to inform that Asst. General Manager Vijaya Bank has informed that area of 64.69 hectares of Shivangaon has not been included in the simple mortgage created in favour of the bank on 3/09/2005 and 7/12/2006. He has therefore requested to inform them the survey numbers which have to be retained under mortgage out of the list of survey numbers over which mortgage has been created.

In this regard it is to inform that 208.24 hectares of land is to be retained as security and it was instructed that earlier land from village Shivangaon was not included in the list of survey numbers which were kept under mortgage and therefore equal quantity of land instead of land in village Shivangaon is to be identified. Accordingly land from village Telhara and Kalkuhi is identified other than those already listed in village Telhara (75.70 hectares) and Kalkuhi (14.91 hectares) and list of survey numbers is shown in the enclosed sheets. Plan showing land which was earlier proposed and another showing land in village Issassani, Telhara & Kalkuhi only is also enclosed for favour of information.

Put up for perusal and further order please.

DA:- As above

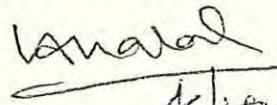

Superintending Engineer
MADC Ltd. Nagpur


Chief Engineer

Pl. note.

Adviser (F & A, Admin)

KAD


4/10



