INDIA INTERNATIONAL CONVENTION & EXHIBITION CENTRE LIMITED

Addendum No. 1 dated 03/11/2026 applicable for Block

Request for Proposals for DEVELOPMENT, OPERATION AND MAINTENANCE OF MIXED-USE DEVELOPMENT PLOTS AT IICC, NEW DELHI, TO BE ALLOTTED ON LONG-TERM SUB-LEASE BASIS

This Addendum sets out the following changes to the Draft Sub-Lease cum Development Agreement for Block:

S.No.	**Clause No./Page No**	**Existing Clause**	**Revision / Modified Clause** (Deletions are indicated with a ~~strikethrough~~ and additions are highlighted by an underline)
Draft Sub Lease Cum Development Agreement for Plot comprised in the Block			
1.	Article 1 (Definitions and Interpretation), Clause 1.1 – definition of "Change in Ownership"	"**Change in Ownership**" means the following post signing of the Agreement: (a) any transfer of 25% or more of the Constituent Interests in such Developer within any twelve (12) month period; or (b) any change in Control of such Developer;	"**Change in Ownership**" means the following post signing of the Agreement, whether directly or indirectly: (a) any transfer, issue, allotment or dilution of, or any other change in the holding of 25% or more of the Constituent Interests in such Developer, whether effected in a single transaction or cumulatively through multiple transactions, and in either case computed cumulatively from the date of this Agreement; ~~within any twelve (12) month period~~ or (b) any change in Control of such Developer; and it is clarified that Constituent Interests transferred, issued, allotted or otherwise dealt with pursuant to an approval granted by the Authority under Clause 6.3.1 shall continue to be included in the cumulative computation under sub-clause (a);
2.	Article 1 (Definitions and Interpretation), Clause 1.1 – definition of "Control"	**"Control"** means the power to direct or cause the direction of the management or policies of the Developer, whether directly or indirectly, through transfer of:	**"Control"** means the power to direct or cause the direction of the management or policies of the Developer, whether directly or indirectly, and whether by transfer, issue, allotment, agreement or otherwise, by means of: ……
3.	Article 1 (Definitions and Interpretation), Clause 1.1 – definition of "SPC"	"SPC" means the special purpose company required to be incorporated by the Consortium under the Companies Act, 2013 in accordance with Clause 6.5A of this Agreement, which shall undertake and perform the obligations, and exercise the rights, of the Developer under this Agreement;	"SPC" means the special purpose company required to be incorporated by the Consortium under the Companies Act, 2013 in accordance with ~~Clause 6.5A of this Agreement~~the RfP, which shall undertake and perform the obligations, and exercise the rights, of the Developer under this Agreement;

4.	Article 1, Clause 1.1 – definition of "Lender Window"	"Lender Window" has the meaning set out in Clause 6.6.10(b) read with Clause 13.1.4;	"Lender Window" has the meaning set out in ~~Clause 6.6.10(b) read with~~ Clause 13.1.4;
5.	Article 1, Clause 1.1 – new definitions of "Step-In" and "Step-In Period"	(New definitions – to be inserted at the appropriate places in alphabetical order)	"Step-In" means the right of the Lender, exercisable during the Step-In Period in accordance with Clause 13.1.4 read with Clause 6.6, to cure the Developer Default specified in the Authority's notice of intention to issue a Termination Notice, by paying to the Authority all dues then due and payable by the Developer or by otherwise remedying such Developer Default, without substitution of the Developer; "Step-In Period" means the period of 60 (sixty) days commencing from the date of the Lender's representation under Clause 13.1.4, comprising the first part of the Lender Window;
6.	Article 3, Clause 3.2.2	In the event of delay on the part of the Authority in handing over the Project Site beyond a period of 15 (fifteen) days from the Commencement Date, the obligation of the Developer to achieve COD in accordance with the provisions of Clause 9.1, shall be extended by a period equal in length (in days) to the duration of the delay without any imposition of Extension Fee.	In the event of delay on the part of the Authority in handing over the Project Site beyond a period of 15 (fifteen) days from the Commencement Date, provided such delay is not attributable to the Developer or to Force Majeure, the obligation of the Developer to achieve COD in accordance with the provisions of Clause 9.1, shall be extended by a period equal in length (in days) to the duration of the delay without any imposition of Extension Fee. This Clause 3.2.2 is without prejudice to, and subject to, Clause 3.5.
7.	Article 3, Clause 3.5	In the event, due to any reason, the Authority fails to hand over the possession of the Project Site to the Developer even after 60 (sixty) days from the Commencement Date, all rights, privileges, claims and entitlements of the Developer under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Developer, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties and the Authority shall be obligated to return all the payments made by the Developer to the Authority post issuance of the LoA without any interest.	In the event, due to any reason other than a reason attributable to the Developer or to Force Majeure, the Authority fails to hand over the possession of the Project Site to the Developer even after 60 (sixty) days from the Commencement Date, all rights, privileges, claims and entitlements of the Developer under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Developer, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties and the Authority shall be obligated to return all the payments made by the Developer to the Authority post issuance of the LoA without any interest within 60 (sixty) days of the effective date of termination. Provided that, notwithstanding Clause 12.3.3, where the Authority is prevented by a Force Majeure Event notified under Clause 12.2.1 from giving possession of the Project Site and such Force Majeure Event subsists for a continuous period of 180 (one hundred and eighty) days or more from the date of such notification, either Party may at its discretion terminate this Agreement by issuing a termination notice to the

			other without any further liability, save as provided below. Upon such termination, the Authority shall return all the payments made by the Developer to the Authority post issuance of the LoA without any interest within 60 (sixty) days of the date specified in the termination notice.
8.	Article 6, Clause 6.2.8	New provision	The permitted use of the Plot is as assigned under the IICC master plan (office / retail, as applicable). Subject to permitted use of the Plot under this Agreement as assigned under the IICC Master Plan, the Authority does not propose any restriction on the business sector, nationality, size or credit profile of occupiers, and do not require the Authority's prior approval. However, any activity contrary to public order or morality, including gambling, betting, etc; any occupier carrying on an activity that is unlawful, or that requires a licence, registration or approval which the occupier does not hold should not be allowed. Further, the Developer should ensure that no occupancy is created in favour of any person or entity whose profile, business activities, or public dealing poses a threat to national security, public order, etc., or any entity owned or controlled by such person. The foregoing is subject to any restriction, prohibition, condition or direction imposed or issued, now or at any time hereafter, by the Government of India, the Government of the National Capital Territory of Delhi or any other Government Authority, or arising under Applicable Laws, in relation to the occupation or use of the Plot or of any built-up space thereon or in relation to any class or category of occupier. The Developer shall comply with the same at its own cost. Every sub-lease or licence granted by the Developer shall incorporate the above restrictions and shall confer on the Developer the right to terminate for breach thereof; and the Developer shall, upon notice from the Authority, procure the cessation of any occupancy in breach of the above within the period stated in the notice.

9.	Article 6, Clause 6.3.1	The Developer shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. Provided the Lead Member and the other members of the Consortium shall maintain their respective shareholding in the SPC, and no change in such shareholding or in the composition of the Consortium shall be effected, until the entire Lease Premium for the Block has been paid to the Authority and, thereafter, only with the prior written approval of the Authority.	The Developer shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority. Provided that where the Developer is an SPC formed by a Consortium, the Lead Member and the other members of the Consortium shall maintain their respective shareholding in the SPC, and no change in such shareholding or in the composition of the Consortium shall be effected, until the entire Lease Premium for the ~~Block~~ Plot has been paid to the Authority and, thereafter, only with the prior written approval of the Authority.
10.	Article 6, Clause 6.6.1	The Developer shall not without the prior written consent of the Authority, assign, transfer, delegate or otherwise dispose of, whether directly or indirectly, any of its rights, obligations or interests under this Agreement, in whole or in part, to any third party	The Developer shall not without the prior written consent of the Authority, assign, transfer ~~delegate~~ or otherwise dispose of, whether directly or indirectly, its rights, obligations or interests under this Agreement, in whole or in part, to any third party, save and except as expressly permitted and in the manner as provided under this Agreement.
11.	Article 6, Clause 6.6.4(f)	… (iii) that the mortgage and the Lender's rights are subject to the Authority's rights of re-entry, resumption and forfeiture under Article 13 and to the Lender's exclusive 120 (one hundred and twenty) day window under Clause 6.6.10 and Clauses 13.1.3 &13.1.4. …	… (iii) that the mortgage and the Lender's rights are subject to the Authority's rights of re-entry, resumption and forfeiture under Article 13 and to the Lender's exclusive 120 (one hundred and twenty) days ~~window under Clause 6.6.10 and~~ Lender Window under Clause ~~&~~13.1.4. …
12.	Article 6, Clause 6.6.5	The Authority shall endeavour to grant or refuse such permission within 15 (fifteen) days of receipt of a complete application, subject to fulfilment of the conditions of mortgage and to such further conditions as the Authority may deem fit. In the event of breach of any of the aforesaid conditions, including any failure to pay the dues as and when they fall due, the permission to mortgage shall be liable to be cancelled or withdrawn by the Authority, without prejudice to its other rights and remedies under this Agreement.	The Authority shall endeavour to grant or refuse ~~such~~ permission to mortgage within 15 (fifteen) days of receipt of a complete application, subject to fulfilment of the conditions of mortgage and to such further conditions as the Authority may deem fit. In the event of breach of any of the conditions of mortgage set out in Clause 6.6.4, including any failure to pay the dues as and when they fall due prior to grant of such permission, no permission shall be granted and where such breach occurs after the permission to mortgage has been granted then the Authority without prejudice to its other rights and remedies, may cancel or withdraw the permission in terms of this Agreement.
13.	Article 6, Clause 6.6.7 (second sentence)	……[earlier part of Clause 6.6.7 unchanged]. Such Substitution Right shall be exercised within the exclusive 120 (one hundred and twenty) day Lender Window prescribed in Clause 6.6.10(b) read with Clauses 13.1.3 and 13.1.4, and	……[earlier part of Clause 6.6.7 unchanged]. Such Substitution Right shall be exercised within the ~~exclusive 120 (one hundred and twenty) day~~ Lender Window ~~prescribed in Clause 6.6.10(b) read with Clauses 13.1.3 and 13.1.4,~~ and shall be

		shall be granted where the Nominated Company: (i) … [remainder of Clause 6.6.7 unchanged]	granted where the Nominated Company: (i) … [remainder of Clause 6.6.7 unchanged]
14.	Article 6, Clause 6.6.8 (second sentence)	… Such enforcement shall be undertaken only after (a) the Lender has intimated the Authority in writing of the financial default of the Developer/Sub-Lessee under the Financing Documents; and (b) the exclusive 120 (one hundred and twenty) day Lender Window under Clause 6.6.10(b) has run in whole or in part without cure or substitution by the Lender. …	… Such enforcement shall be undertaken only after (a) the Lender has intimated the Authority in writing of the financial default of the Developer/Sub-Lessee under the Financing Documents; and (b) where a Lender Window has arisen under Clause 13.1.4, such Lender Window ~~under Clause 6.6.10(b)~~ has run in whole or in part without cure or substitution by the Lender. …
15.	Article 6, Clause 6.6.9	6.6.9 [earlier part of Clause 6.6.9 unchanged]; and (b) the Authority shall have a prospective right (but not an obligation) to purchase or acquire the Mortgagee's interest in the mortgaged/charged sub-leasehold rights, after deduction of the Authority's share in the unearned increase as aforesaid, exercisable by written notice served on the Lender within 30 (thirty) days of receipt of the Lender's notice under Clause 6.6.8. The Authority's right to recover the unearned increase and its pre-emptive right shall apply equally to any involuntary sale or transfer, including through execution of a decree or in insolvency proceedings. For the avoidance of doubt, any reference to the market value of the underlying land is only for the purpose of computation of the unearned increase and shall not be construed as creating, recognising or permitting a mortgage or charge over the ownership or title in the underlying land.	6.6.9 ……[earlier part of Clause 6.6.9 unchanged]; and (b) the Authority shall have a pre-emptive right (but not an obligation) to acquire the Sub-Leasehold Interest proposed to be sold, transferred or assigned, in priority to the purchaser proposed by the Lender and on the terms specified in the Lender's notice under Clause 6.6.8, after deduction of the Authority's share in the unearned increase as aforesaid and of all dues then payable to the Authority, exercisable by written notice served on the Lender within 21 (twenty-one) days of receipt of the Lender's notice under Clause 6.6.8. Upon the Authority acquiring the Sub-Leasehold Interest pursuant to this sub-clause (b), the Sub-Lease shall merge in the reversion and stand determined, and the Plot shall vest in the Authority free of the mortgage or charge. ~~the Authority shall have a prospective right (but not an obligation) to purchase or acquire the Mortgagee's interest in the mortgaged/charged sub-leasehold rights, after deduction of the Authority's share in the unearned increase as aforesaid, exercisable by written notice served on the Lender within 30 (thirty) days of receipt of the Lender's notice under Clause 6.6.8.~~ The Authority's right to recover the unearned increase and its pre-emptive right shall apply equally to any involuntary sale or transfer, including through execution of a decree or in insolvency proceedings. For the avoidance of doubt, any reference to the market value of the underlying land is only for the purpose of computation of the unearned increase and shall not be construed as creating, recognising or permitting a mortgage or charge over the ownership or title in the underlying land.
16.	Article 6, Clause 6.6.10(b)	(b) where the Developer is in default in the payment of any instalment of the Lease Premium, or is otherwise in Developer Default under Article 13, the rights	(b) where the Developer is in default in the payment of any instalment of the Lease Premium, or is otherwise in Developer Default under Article 13, the rights of the Authority of re-entry, resumption and forfeiture shall prevail over, and

		of the Authority of re-entry, resumption and forfeiture shall prevail over, and shall not be defeated, impeded, suspended or delayed by, the Substitution Right or the enforcement/sale right of the Lender, save as expressly provided in this Clause 6.6.10(b) and Clauses 13.1.3, 13.1.4 and 13.2.3; and accordingly, before proceeding to Terminate this Agreement and re-enter and resume the Plot, the Authority shall follow the notice regime prescribed in Clauses 13.1.3 and 13.1.4, being (A) service on the Developer of a notice of intention to terminate under Clause 13.1.3, granting 30 (thirty) days for the Developer to make a representation; and (B) simultaneous service of a copy of that notice on the Lender under Clause 13.1.4, granting the Lender an exclusive window of 120 (one hundred and twenty) days from the date of such notice (the "Lender Window") during which the Authority shall keep any termination or re-entry action in abeyance and during which the Lender may, at its option and in any combination - (I) cure the default by paying to the Authority all dues then due and payable by the Developer (with no obligation to prepay any instalment of the Lease Premium not yet fallen due, which shall continue to be payable by the Developer or (as the case may be) the Nominated Company in the stages set out in Clause 11.2.2); and/or (II) procure substitution of the Developer by a Nominated Company under Clause 6.6.7; and/or (III) enforce the mortgage or charge and procure a sale, transfer or assignment of the Sub-Leasehold Interest under Clause 6.6.8, subject to Clause 6.6.9. Where cure/substitution/enforcement is duly completed within the Lender Window, Termination shall not take effect and Clause 13.2.3 shall apply. Failing timely cure/substitution/enforcement within the Lender Window, the	shall not be defeated, impeded, suspended or delayed by, the Substitution Right or the enforcement/sale right of the Lender, save as expressly provided in this Clause 6.6.10(b) and Clauses 13.1.3, 13.1.4 and 13.2.3; and accordingly, before proceeding to Terminate this Agreement and re-enter and resume the Plot, the Authority shall follow the notice regime prescribed in Clauses 13.1.3 and 13.1.4, being (A) service on the Developer of a notice of intention to terminate under Clause 13.1.3, granting 30 (thirty) days for the Developer to make a representation; and (B) simultaneous service of a copy of that notice on the Lender under Clause 13.1.4, granting the Lender 30 (thirty) days for making a representation stating its intention to cure the default or substitute the Developer with a Nominated Company in accordance with this Clause 6.6. In the event the Authority ~~an exclusive window of 120 (one hundred and twenty) days from the date of such notice (the "Lender Window") during which~~ receives such representation, the Authority ~~shall~~ keep any termination or re-entry action in abeyance during the Lender Window specified in Clause 13.1.4, ~~and~~ during which the Lender may, at its option and in any combination - (I) cure the default by paying to the Authority all dues then due and payable by the Developer (with no obligation to prepay any instalment of the Lease Premium not yet fallen due, which shall continue to be payable by the Developer or (as the case may be) the Nominated Company in the stages set out in Clause 11.2.2); and/or (II) procure substitution of the Developer by a Nominated Company under Clause 6.6.7; and/or (III) enforce the mortgage or charge and procure a sale, transfer or assignment of the Sub-Leasehold Interest under Clause 6.6.8, subject to Clause 6.6.9. Where cure/ substitution/ enforcement is duly completed within the Lender Window, Termination shall not take effect and Clause 13.2.3 shall apply. Failing timely cure/ substitution/ enforcement within the Lender Window, the Authority shall be entitled to proceed under Article 13 including issuance of the Termination Notice and consequences under Clauses 13.2.1, 13.2.3 and 13.4;

		Authority shall be entitled to proceed under Article 13 including issuance of the Termination Notice and consequences under Clauses 13.2.1, 13.2.3 and 13.4;	
17.	Article 6, Clause 6.6.13(b)	… (b) any resolution plan, and any resolution applicant, assignee or transferee of the Plot, shall take the Plot subject to the clearance of the dues of the Authority and to the terms of this Agreement; …	… (b) any resolution plan [in respect of the Developer shall, to the extent permitted by Applicable Law, provide for the payment of the outstanding dues of the Authority], and any resolution applicant, assignee or transferee of the Plot, shall take the Plot subject to the clearance of the dues of the Authority and to the terms of this Agreement; …
18.	Article 7, clause 7.1.2 (j)	provisioning of adequate supply of water and electricity and power backup during construction period as per requirement of the Developer.	provisioning of adequate supply of water and electricity as per Schedule-B during operation ~~construction~~ period of the Project as per requirement of the Developer subject to payment of applicable charges as determined by the Authority. It is clarified that the Developer shall make its own arrangements for the supply of water, electricity and power backup required during the construction period.
19.	Article 11, new Clause 11.2.5	New proviso	In the event the Developer elects to discharge its obligation for payment of the entire Lease Premium, or any instalment thereof, earlier than the schedule stipulated in Clause 11.2.2, no penal charges for pre-payment shall be applicable.
20.	Article 13, Clause 13.1.1(xiii)	A default has occurred under any Financing Documents, consequent to which the lender has recalled its financial assistance and demanded payment of the amounts outstanding under such Documents/ agreements, and such default has not been cured, or the Developer has not been substituted in accordance with Clause 6.6.7, and the enforcement/sale procedure under Clause 6.6.8 has not been duly completed, within the Lender Window prescribed under Clause 6.6.10(b) read with Clauses 13.1.3 and 13.1.4;	A default has occurred under any Financing Documents, consequent to which the lender has recalled its financial assistance and demanded payment of the amounts outstanding under such Documents/ agreements, and such default has not been cured, nor has the Developer been substituted in accordance with Clause 6.6.7~~,~~, nor has the enforcement/sale procedure under Clause 6.6.8 been duly completed, within the Lender Window under Clause 13.1.4 ~~prescribed under Clause 6.6.10(b) read with Clauses 13.1.3 and 13.1.4~~;
21.	Article 13, Clause 13.1.3	The Authority shall by a notice inform the Developer of its intention to issue such Termination Notice and grant 30 (thirty) days to the Developer to make a representation, and may after the expiry of such 30 (thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice, provided that the applicable Cure Period has expired without the relevant	Provided that before issuing the Termination Notice, t~~T~~he Authority shall by a notice inform the Developer of its intention to issue such Termination Notice and grant 30 (thirty) days to the Developer to make a representation, and may after the expiry of such 30 (thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to Clause 13.1.4, provided that the applicable Cure Period has expired without the relevant Developer Default having been cured by the Developer. ~~Provided further that, where a Lender Window is running~~

		Developer Default having been cured by the Developer. Provided further that, where a Lender Window is running under Clause 13.1.4, the Authority shall not issue the Termination Notice until the expiry of the Lender Window, and shall issue it only if the Lender has not, within the Lender Window, procured cure, substitution under Clause 6.6.7 or completion of enforcement/sale under Clause 6.6.8.	~~under Clause 13.1.4, the Authority shall not issue the Termination Notice until the expiry of the Lender Window, and shall issue it only if the Lender has not, within the Lender Window, procured cure, substitution under Clause 6.6.7 or completion of enforcement/sale under Clause 6.6.8.~~
22.	Article 13, Clause 13.1.4	The Authority shall, if there be a Lender, send a copy of its notice of its intention to issue such Termination Notice referred to in Clause 13.1.3 to inform the Lender and grant 15 (fifteen) days to the Lender, for making representation stating the intention to cure the default or substitute the Developer with a Nominated Company in accordance with the provisions of Clause 6.6 of this Agreement. In the event the Authority receives such representation from the Lender, it shall withhold the termination for a period not exceeding 120 (one hundred and twenty) days from the date of such representation (the "Lender's Window") for enabling the Lender to cure the default with cure period of 60 (sixty) days or exercise its right in accordance with the order of precedence under Clause 6.6.10 and the conditions of Clauses 6.6.7, 6.6.8 and 6.6.9 at its option and in any combination: (a) cure the default specified in the notice by paying to the Authority all dues then due and payable by the Developer (with no obligation to prepay any instalment of the Lease Premium not yet fallen due, which shall continue to be payable in the stages set out in Clause 11.2.2); (b) procure substitution of the Developer by a Nominated Company under Clause 6.6.7; and/or (c) enforce its mortgage or charge and procure a sale, transfer or assignment of the Sub-Leasehold Interest under Clause 6.6.8 (subject to Clause 6.6.9). Upon such cure, substitution or	The Authority shall, if there be a Lender, send a copy of its notice of its intention to issue such Termination Notice referred to in Clause 13.1.3 to inform the Lender and grant ~~15~~ 30 (thirty~~fifteen~~) days to the Lender, for making a representation stating ~~the~~ its intention to cure the default or substitute the Developer with a Nominated Company in accordance with the provisions of Clause 6.6 of this Agreement. In the event the Authority receives such representation from the Lender, it shall withhold the termination for a period not exceeding 120 (one hundred and twenty) days from the date of such representation (the "Lender~~'s~~ Window") to either ~~for~~ enable~~ing~~ the Lender to cure the default within a cure period of 60 (sixty) days by exercising Step-In, and if the Lender fails to cure the default within 60 (sixty) days then the Lender upon prior intimation to the Authority may proceed to exercise its right of substitution during the remaining 60 (sixty) days of the Lender Window. Alternatively, and notwithstanding the foregoing, the Lender ~~or~~may straightaway exercise its right in accordance with the order of precedence under Clause 6.6.10 and the conditions of Clauses 6.6.7, 6.6.8 and 6.6.9 at its option and in any combination: (a) cure the default specified in the notice by paying to the Authority all dues then due and payable by the Developer (with no obligation to prepay any instalment of the Lease Premium not yet fallen due, which shall continue to be payable in the stages set out in Clause 11.2.2); (b) procure substitution of the Developer by a Nominated Company under Clause 6.6.7; and/or (c) enforce its mortgage or charge and procure a sale, transfer or assignment of the Sub-Leasehold Interest under Clause 6.6.8 (subject to Clause 6.6.9). Upon such cure, substitution or completion of enforcement/sale within the Lender Window, the Authority shall withdraw its notice of intention to terminate and Clause 13.2.3 shall apply. Failing such cure, substitution or completion of enforcement/sale within the Lender Window, the Authority shall be entitled to issue the

		completion of enforcement/sale within the Lender Window, the Authority shall withdraw its notice of intention to terminate and Clause 13.2.3 shall apply. Failing such cure, substitution or completion of enforcement/sale within the Lender Window, the Authority shall be entitled to issue the Termination Notice under Clause 13.1.2 and to proceed with the consequences under Clauses 13.2.1 and 13.4.	Termination Notice under Clause 13.1.2 and to proceed with the consequences under Clauses 13.2.1 and 13.4.
23.	Article 13, Clause 13.2.1(ii)	Forfeit all the payments made by the Developer upto the date of Termination and possession of the Plot shall be resumed by the Authority/ Sub-Lessor with structure thereon, if any, and the Developer/ Sub-Lessee shall have no right to claim compensation thereof;	Forfeit all the payments made by the Developer upto the date of Termination and possession of the Plot shall be resumed by the Authority/ Sub-Lessor with structure thereon, if any, and the Developer/ Sub-Lessee shall have no right to claim compensation thereof; Provided that the forfeiture referred to in this sub-clause (ii) shall apply only where Termination is due to Developer Default and shall not apply upon expiry of the Term by efflux of time or termination under Clause 3.5.
24.	Article 13, Clause 13.2.1 (proviso at the end)	Provided that the Authority's rights under this Clause 13.2.1 shall be exercised only after the expiry of the Lender Window under Clause 13.1.4 without cure, substitution or completion of enforcement/sale by the Lender, and shall in any event be subject to, and shall not be exercised in derogation of, the Lender's Substitution Right and enforcement/sale right under Clauses 6.6.7, 6.6.8, 6.6.9 and 6.6.10; where a Nominated Company is substituted under Clause 13.2.3 or an Authority-approved purchaser is admitted through the enforcement/sale procedure under Clause 6.6.8, the Authority shall not appoint another entity for operation and maintenance, or succeed to the Project Agreements, in respect of the Plot.	Provided that the Authority's rights under this Clause 13.2.1 ~~shall be exercised only after the expiry of the Lender Window under Clause 13.1.4 without cure, substitution or completion of enforcement/sale by the Lender~~shall, where a Lender Window has arisen under Clause 13.1.4, be exercised only after the expiry of such Lender Window without cure, substitution or completion of enforcement/sale by the Lender, and shall in any event be subject to, and shall not be exercised in derogation of, the Lender's Substitution Right and enforcement/sale right under Clauses 6.6.7, 6.6.8, 6.6.9 and 6.6.10; where a Nominated Company is substituted under Clause 13.2.3 or an Authority-approved purchaser is admitted through the enforcement/sale procedure under Clause 6.6.8, the Authority shall not appoint another entity for operation and maintenance, or succeed to the Project Agreements, in respect of the Plot.
25.	Clause 15.2(d)	The arbitrators shall make the award within 3 (three) months of entering upon the reference unless the time is extended by consent of both Parties.	Deleted
26.	Schedule-B	1. **Domestic Water** a. The Developer shall estimate the domestic water	**1. Domestic Water** a. The Developer shall estimate the domestic water requirement of the Project as per

		requirement of the Project as per prevalent norms and notify the Authority of the same. b. The Authority shall ensure 24x7 supply of domestic water in accordance with the estimates of the Developer as per sub-clause (a) above. The domestic water so supplied by the Authority shall be as per prevalent quality norms of Delhi Jal Board (DJB).	prevalent norms and notify the Authority of the same. b. The Authority shall ensure 24x7 supply of domestic water in accordance with the estimates of the Developer as per sub-clause (a) above. The domestic water so supplied by the Authority shall be as per prevalent quality norms of Delhi Jal Board (DJB). c. Notwithstanding the aforesaid, the Developer shall make its own arrangements for supply of water for construction activities at the Site.
27.	General – references to the Lender Window throughout the Agreement	References in the Agreement to the "Lender's Window" / "Lender's Window period", and references to the Lender Window (or the Lender's exclusive 120 day window) as being under, or prescribed in, Clause 6.6.10 or Clause 6.6.10(b).	Throughout the Agreement, save as otherwise expressly amended by this Addendum: (a) every reference to the "Lender's Window" or the "Lender's Window period" shall be read as a reference to the "Lender Window"; and (b) every reference to the Lender Window, or to the Lender's exclusive 120 (one hundred and twenty) day window, as being "under", "prescribed in" or "prescribed under" Clause 6.6.10 or Clause 6.6.10(b) (whether or not read with Clause 13.1.3 and/or Clause 13.1.4) shall be read as a reference to the Lender Window under Clause 13.1.4.

1. Save as amended by this Addendum, all other terms and conditions of the RfP and the SLCDA for the Block shall remain unchanged and in full force and effect.

2. This Addendum shall form an integral part of the Bidding Documents. The Agreement to be executed with the Selected Bidder shall incorporate the amendments set out herein. In the event of any conflict or inconsistency between this Addendum and the RfP or the Agreement, the provisions of this Addendum shall prevail.

3. Bidders shall take this Addendum into account in the preparation and submission of their Proposals and shall be deemed to have done so.