16365

THE SEAL OF THE SUB REGISTRAR WAZIRABAD

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 17/12/2025

Certificate No. G0Q2025L1755

GRN No. 143994798

Stamp Duty Paid : ₹ 29020000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Acquisitive Infradevelopers Private limited

H.No/Floor : 9th Sector/Ward : 58 LandMark : Ireo grand view tower

City/Village : Bhosndsi District : Gurugram State : Haryana

Phone: 92******97

Buyer / Second Party Detail

Name : Lodha Developers Limited

H.No/Floor : 412/4 Sector/Ward : Na LandMark : 17g vardhaman chamber cawasji patel

City/Village: Hornimancircle District : Mumbai State : Maharashtra

Phone : 98******56

Purpose : JOINT DEVELOPMENT AGREEMENT

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

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

LODHA DEVELOPERS LIMITED

Judicial

Indian-Non Judicial Stamp
Haryana Government

Date: 17/12/2025 0

Stamp Duty Paid: ₹ 29017920.00
Registration Fees: ₹ 50000.00

GRN No: 143993912
Stamp No. : G0Q2025L1755

EXECUTANT / First Party Detail

Name: Acquisitive Infradevelopers Private limited / Stamp No: G0Q2025L1755 | Amount: ₹29,020,000

Address: 8TH FLOOR GRAND VIEW TOWER GOLF COURSE ROAD SECTOR

Mobile: ****9708

CLAIMANT / Second Party Detail

Name: Lodha Developers Limited / Stamp No: G0Q2025L1755 | Amount: ₹29,020,000

Address: 412, Floor 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai, 400001

Mobile: ****0887

Purpose: AGREEMENT

Government of Haryana / हरियाणा सरकार
Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग
Joint/ Sub Registrar Office (संयुक्त/ उप-पंजीयक कार्यालय)

पंजीकरण दिनांक:17/12/2025 04:12 PM

लेख क्र.:16365

वसीका सम्बंधी विवरण (Token: GUR_WAZ_CHA_999815171424463)

वसीका का नाम COLLABORATION AGREEMENT (AGREEMENT)			
जिला- Gurugram	तहसील/उप-तहसील- Wazirabad	क्षेत्र- Urban within MC Limit	भौगोलिक स्थिति- HSVP Area
नगर निगम - GURUGRAM	गांव/शहर- Chakarpur (04085)	पंचायत - NA	कालोनी - Sector 28
पता : Chakarpur (04085), Wazirabad, Gurugram			भू-भाग का खण्ड : Chakkarpur

धन सम्बंधी विवरण

[illegible] राशि- 3450896000.00 रुपये	कलेक्टर दर- 339424092.00 रुपये	कुल स्टाम्प शुल्क- 29017920.00 रुपये
कुल दावेदार- 1	स्टाम्प का मूल्य- 29017920.00 रुपये	पंजीकरण फीस- 50000.00 रुपये
ई-चालान 143993912	पेस्टिंग शुल्क - 3 रुपये	पुरुष दावेदार - 0
महिला दावेदार- 0	प्रस्तुतकर्ता - Citizen	विशेष/ सामान्य अभिकर्ता (अधिकृत व्यक्ति) का नाम - AJAY KAUSHIK
विलेख तैयार करने वाले का नाम- HEMANT		

Land Direction Remark :

All pieces and parcels of land admeasuring 4,843.03 square meter, comprised in Survey No. 305/2 situated at Sector 28, Urban Estate Gurgaon II, Gurugram, Haryana.

Urban Local Body (ULB) Details

Property Id	Name	Relation	Relative	Total Area	Property Type	Property Subtype	No Dues	Converted Area	Authorize	Plot No./ Address
1C8TCDO5	ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED			5792.210 (SqYard)	Vacant Plot - Commercial	Commercial	0.00	4843.02 (sqmeter)	Yes	Commercial/ Commercial, Sector 28, Gurugram, 122002,

Haryana Shahari Vikas Pradhikaran (HSVP) Details

JOINT DEVELOPMENT AGREEMENT

EXECUTED

BETWEEN

ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED
(LANDOWNER)

AND

LODHA DEVELOPERS LIMITED
(DEVELOPER)

This Jo
2025 (

Property Id	Plot Area	Property Type	OwnerShip Type	NDC Amount	TP Number/ TP Date			
575644	5792.22 SqYard	Commercial	FREEH	-1126544750	ZD002/ED018/UE025/2025/CODEE/000545 / 09/03/2026	Y	Municipal Council EO HUDA GURGAON II	ACQUISITIVE INFRADEVELOPERS PVT LTD Th. Dir. UJJWWAL GOEL /9899894343

हस्तांतरण भूमि का विवरण

Seller Name / विक्रेता का नाम	PropertyId / संपत्ति आईडी	Total Area / कुल क्षेत्रफल (SqYard)	Transferred land share(%) / हस्तांतरण भूमि हिस्सा(%)	Transferred land share / हस्तांतरण भूमि हिस्सा (SqYard)
LODHA DEVELOPERS LIMITED	575644	5792.22	100%	5792.22

First Party (EXECUTANT) Details (प्रथम पक्ष (निष्पादक) विवरण)

Name	Relation	Relative Name	Grand father name	Mobile	ID Proof	PAN Number	Gender	Address	Total Area (SqYard)	Owner Share (SqYard)	Attendance Status	Sign
ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED	NA			****9708	**** (Aadhaar)	NA		9TH FLOOR GRAND VIEW TOWER GOLF COURSE ROAD SECTOR	5792.22	NA	Absent	

Authorized Person (For FirstParty)

Name	Relative Name	Relation	MobileNumber	ID Proof	Gender	Address	Attendance Status	Sign
ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED (Authorized To) AJAY KAUSHIK	RAMESH KAUSHIK	Son (पुत्र)	****9708	372643208291	Male	165/9 SHIV PURI BEHIND GANGA MOTORS GURUGRAM HARYANA	Present	No Signature Ajay Kaushik

Second Party (CLAIMANT) Details (दूसरा पक्ष (दावेदार) का विवरण)

Name	Relation	Relative Name	ID Proof	PAN Number	Address	Gender	Transfer Hissa(SqYard)	Attendance Status	Sign
LODHA DEVELOPERS LIMITED			**** (NA)	NA	412, Floor 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai, 400001	NA	5792.22	Absent	

Authorized Person (For Second Party)

Name	Relative Name	Relation	ID Proof	Address	Gender	Attendance Status	Sign
LODHA DEVELOPERS LIMITED (Authorized To) ROOP SINGH JADON	MEDPAL SINGH	Son (पुत्र)	565770913134	C 141 MEADOWS VISTA MORTA RAJ NAGAR EXTN GHAZIABAD UTTAR PRADESH	NA	Present	No Signature

Witness Details (गवाहों का विवरण)

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
JASMINE SINGH	Wife (पत्नी)	SUDEEP AWASTHI	****1006	****8894	Female	Other	606 B BROTHERS APARTMENT SECTOR 55 GURUGRAM HARYANA	Present	
HARBIR SINGH	Son (पुत्र)	TEJRAM	****9898	****0142	Male	Advocate	1063 NEAR HANUMAN MANDIR PALI FARIDABAD HARYANA	Present	

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध:

JOINT DEVELOPMENT AGREEMENT

Executed

Between

ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED

(Landowner)

and

Lodha Developers Limited

(Developer)

JOINT DEVELOPMENT AGREEMENT

THE SEAL OF THE SUB REGISTRAR WAZIRABAD

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("**Agreement**") is made and executed on this 17th day of December, 2025 ("**Execution Date**"):

BY AND BETWEEN

ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED (CIN: U68200HR2023PTC112404), a company duly incorporated under the Companies Act, 2013, and having its registered office at 9th Floor, IREO Grand View Tower, Golf Course Extension Road, Sector 58, Bhondsi, Gurugram- 122102 (hereinafter referred to as "**Landowner**", which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) acting through its authorised signatory Mr. Rajjath Goel, duly authorized vide board resolution passed in the board meeting held on November 19, 2025;

AND

LODHA DEVELOPERS LIMITED (CIN: L45200MH1995PLC093041) (PAN: AAACL1490J), (*formerly known as Macrotech Developers Limited*), a listed company duly incorporated under the applicable Indian laws, and having its registered office at 412, Floor - 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort Mumbai, 400001, (hereinafter referred to as "**Developer**", which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) acting through its authorised signatory Mr. Amandeep Singh, duly authorized vide board resolution passed in the board meeting held on November 13, 2025.

The '**Landowner**' and the '**Developer**' are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as a "**Party**".

WHEREAS THE LANDOWNER HAS REPRESENTED TO THE DEVELOPER AS UNDER:

A. The Landowner is the absolute legal, registered and beneficial owner, with a clear, and marketable title of all the pieces and parcels of freehold contiguous and developable land admeasuring 4,843.03 square meters comprised in Survey no. 305/2, situated at Sector 28, Urban Estate Gurgaon II, Gurugram, Haryana, as more particularly described in **Schedule I** hereto and demarcated in **Annexure A** attached hereto ("**Project Land**"). The Project Land is free from any Encumbrance *(as defined hereinafter)* and the Landowner is seized and possessed of or otherwise well and sufficiently entitled to, and have the absolute and exclusive right thereof, and is in the exclusive physical possession, use, occupation and enjoyment of the Project Land. The Project Land has a direct access and frontage of 82.46 meters on the 18 meter road, as also illustrated in **Schedule II** annexed hereto. The Landowner has obtained the no objection certificate dated September 16, 2025 from the Airports Authority of India, with a permissible top elevation of 349.41 mts. above mean sea level. The said NOC is valid till September 15, 2033;

B. The Landowner has acquired the rights, title and interest in the Project Land in the following manner:

(a) HSVP allotted the Project Land in favour of the Landowner pursuant to an e-Auction vide the allotment letter dated April 29, 2025;

(b) Vide possession certificate dated June 04, 2025, HSVP handed over the possession of the Project Land to the Landowner. Thereafter, vide letter dated June 24, 2025, HSVP approved the zoning plan of the Project Land and the same is annexed herewith as **Annexure A**; and

This Joint Development Agreement (**"Agreement"**) is made and executed on this ______ day of

BY AND BETWEEN

ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED (CIN: U68200HR2023PTC112404), a company duly incorporated under the Compan
having its registered office at 9th Floor, IREO Grand View Tower, Golf Course Extension Road, Sector 58, Bhondsi, Gurugram- 122102 (hereinafter
"Landowner", which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors
assigns) acting through its authorised signatory Mr. Rajjath Goel, duly authorized vide board resolution passed in the board meeting held on November

AND

LODHA DEVELOPERS LIMITED (CIN: L45200MH1995PLC093041) (PAN: AAACL1490J), (*formerly known as Macrotech Developers Limited*), a listed company
duly incorporated under the applicable Indian laws, and having its registered office at 412, Floor - 4, 17G Vardhaman Chamber Cawasji Patel Road, Horniman
Circle, Fort Mumbai, 400001, (hereinafter referred to as **"Developer"**, which expression, shall unless it be repugnant to the subject or context thereof, be deemed to
mean and include its successors and permitted assigns) acting through its authorised signatory Mr. Amandeep Singh, duly authorized vide board resolution passed
in the board meeting held on November 13, 2025.

The **'Landowner'** and the 'Developer' are hereinafter collectively referred to as the **"Parties"** and sometimes individually referred to as a **"Party"**.

WHEREAS THE LANDOWNER HAS REPRESENTED TO THE DEVELOPER AS UNDER:

1. The Landowner is the absolute legal, registered and beneficial owner, with a clear, and marketable title of all the pieces and parcels of freehold contiguous and developable land admeasuring 4,843.03 square meters comprised in Survey no. 305/2, situated at Sector 28, Urban Estate Gurgaon II, Gurugram, Haryana, as more particularly described in **Schedule I** hereto and demarcated in **Annexure A** attached hereto (**"Project Land"**). The Project Land is free from any Encumbrance (*as defined hereinafter*) and the Landowner is seized and possessed of or otherwise well and sufficiently entitled to, and have the absolute and exclusive right thereof, and is in the exclusive physical possession, use, occupation and enjoyment of the Project Land. The Project Land has a direct access and frontage of 62.46 meters on the 18 meter road, as also illustrated in **Schedule II** annexed hereto. The Landowner has obtained the no objection certificate dated September 16, 2025 from the Airports Authority of India, with a permissible top elevation of 349.41 mts. above mean sea level. The said NOC is valid till September 15, 2033;
2. The Landowner has acquired the rights, title and interest in the Project Land in the following manner:
3. HSVP allotted the Project Land in favour of the Landowner pursuant to an e-Auction vide the allotment letter dated April 29, 2025;
4. Vide possession certificate dated June 04, 2025, HSVP handed over the possession of the Project Land to the Landowner. Thereafter, vide letter dated June 24, 2025, HSVP approved the zoning plan of the Project Land and the same is annexed herewith as **Annexure A**; and
5. Thereafter, vide the title deeds and documents set forth under **Schedule III** herein (**"Title Documents"**), the Landowner acquired title to the Project Land from HSVP.
6. The Landowner is recorded as the owner of the Project Land in the records of the HSVP. The Title Documents have been validly executed and registered as per the Applicable Laws, and are irrevocable, valid, binding and subsisting. The Landowner is in possession of the Project Land;
7. As per the terms of the TOD Policy (*as defined hereinafter*) and other Applicable Laws, the following FAR is available/ shall be available for development of the Project on the Project Land (hereinafter collectively referred to as the **"Project FAR"**):
8. the Project Land falls within the Intense TOD Zone as defined under the TOD Policy (*as defined hereinafter*). In terms of the TOD Policy, a minimum FAR of 3.5, i.e. 1,62,450 square feet is available for the construction and development on the Project Land (**"TOD FAR"**);
9. the Landowner shall obtain TDR certificates as per the applicable law and policies, which shall be loaded to the Project with a landing FSI of 78,190 sq. ft. to the Project (**"TDR FAR"**) as per the terms of this Agreement. The TDR Certificates and said TDR FAR to be obtained and loaded to the Project shall be free from any encumbrance, third party rights, impediments, litigation, disputes, etc. of any nature whatsoever; and
10. an additional FAR pursuant to building rating systems applicable in India such as Green Rating for Integrated Habitat Assessment / Indian Green Building Council, can be applied for and obtained for development on the Project Land, based on the designs of the Developer at such stage during the construction and development of the Project as is deemed appropriate by the Developer (**"Green FAR"**);
11. No real estate project was ever launched by the Landowner on the Project Land. Accordingly, there are no third-party rights in favour of any customer/ buyer of real estate properties or in favour of any third party in respect of the Project Land or any part thereof. The Landowner has not represented to any third party that any development/ construction of any infrastructure or any facility shall be done on the Project Land as part of any other construction/ development/ project.
12. There are no Encumbrances and/ or charges and/or mortgages created in favour of any lender, bank or individual in relation to the Project, Project Land, its development potential and/or the Landowner's rights, title, benefits, entitlements and interest in relation thereto;
13. The Landowner has offered the Developer, the right to acquire the Development Rights (*as defined hereinafter*) for the Project Land and all the development potential thereon, which the Developer has accepted, and the Parties executed an agreement dated July 16, 2025 (**"Binding Agreement"**), to set forth the terms, conditions and conditions precedent to the execution of this Agreement;
14. The Landowner has obtained a no objection from HSVP for the execution of this Agreement vide letter bearing memo no. 9774 dated October 31, 2025, annexed herewith as **Annexure B** (**"Consent Letter"**); and
15. The Landowner has also confirmed that it has complied with all the obligations and conditions contained in the said Binding Agreement, and the Parties are now executing this Agreement to set forth the terms and conditions in relation to the development of the Project by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS

- In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:
- **"Applicable Laws"** shall mean any applicable national, state, local or other laws, statutes, regulations, ordinances, rules, bye-laws and includes orders, judgments, decrees, directives, guidelines, policies, requirements or restrictions including any approvals, notifications or any similar form of decisions of any Governmental Authority having force of law, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question.

(c) Thereafter, vide the title deeds and documents set forth under **Schedule III** herein (**"Title Documents"**), the Landowner acquired title to the Project Land from HSVP.

C. The Landowner is recorded as the owner of the Project Land in the records of the HSVP. The Title Documents have been validly executed and registered as per the Applicable Laws, and are irrevocable, valid, binding and subsisting. The Landowner is in possession of the Project Land;

D. As per the terms of the TOD Policy (*as defined hereinafter*) and other Applicable Laws, the following FAR is available/ shall be available for development of the Project on the Project Land (hereinafter collectively referred to as the **"Project FAR"**):

(a) the Project Land falls within the Intense TOD Zone as defined under the TOD Policy (*as defined hereinafter*). In terms of the TOD Policy, a minimum FAR of 3.5, i.e. 1,82,450 square feet is available for the construction and development on the Project Land (**"TOD FAR"**);

(b) the Landowner shall obtain TDR certificates as per the applicable law and policies, which shall be loaded to the Project with a landing FSI of 78,190 sq. ft. to the Project (**"TDR FAR"**) as per the terms of this Agreement. The TDR Certificates and said TDR FAR to be obtained and loaded to the Project shall be free from any encumbrance, third party rights, impediments, litigation, disputes, etc. of any nature whatsoever; and

(c) an additional FAR pursuant to building rating systems applicable in India such as Green Rating for Integrated Habitat Assessment / Indian Green Building Council, can be applied for and obtained for development on the Project Land, based on the designs of the Developer at such stage during the construction and development of the Project as is deemed appropriate by the Developer (**"Green FAR"**);

E. No real estate project was ever launched by the Landowner on the Project Land. Accordingly, there are no third-party rights in favour of any customer/ buyer of real estate properties or in favour of any third party in respect of the Project Land or any part thereof. The Landowner has not represented to any third party that any development/ construction of any infrastructure or any facility shall be done on the Project Land as part of any other construction/ development/ project;

F. There are no Encumbrances and/ or charges and/or mortgages created in favour of any lender, bank or individual in relation to the Project, Project Land, its development potential and/or the Landowner's rights, title, benefits, entitlements and interest in relation thereto;

G. The Landowner has offered the Developer, the right to acquire the Development Rights (*as defined hereinafter*) for the Project Land and all the development potential thereon, which the Developer has accepted, and the Parties executed an agreement dated July 16, 2025 (**"Binding Agreement"**), to set forth the terms, conditions and conditions precedent to the execution of this Agreement;

H. The Landowner has obtained a no objection from HSVP for the execution of this Agreement vide letter bearing memo no. 9774 dated October 31, 2025, annexed herewith as **Annexure B** (**"Consent Letter"**); and

I. The Landowner has also confirmed that it has complied with all the obligations and conditions contained in the said Binding Agreement, and the Parties are now executing this Agreement

- Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approva the Project including but not limited to the scheme approval, all approvals from DTCP (as may be applicable) and, or HSVP, lay building plans sanction, Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, appro sewerage/ water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry of Environ National Monument Authority, DTCP, HSVP, Archaeological Survey of India (ASI), registration under the RERA or any other approva required from any Governmental Authority or from any other person, as the case may be, for the construction, completion, occupation, de market and sales of the Project;
- "Business Day" shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instrume 1881, on which scheduled commercial banks are open for normal banking business in Mumbai, Delhi and Haryana, India;
- "Collection" shall mean all revenue and amounts collected from the Purchasers of any nature whatsoever and shall include the Net Sales Revenue an the Pass Through Charges;
- "Common Organization" shall mean an organization like an association/ company/ society or any such entity to be formed by the Developer on behalf of the Purchasers of the Project;
- "Contractors" shall mean the main contractor, sub-contractors and all other Third Party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed for the construction, development, sale and Marketing of the Project or the exercise of its Development Rights under this Agreement;
- "Development Rights" shall refer to the entire development rights on the Project Land including the Project FAR and entire current and future development potential thereon and shall also include the right, power, entitlement, authority, sanction and permission to:

2. enter upon and take sole legal and physical possession and control of the Project Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the Project is handed over for operation, management, administration and maintenance to the Common Organisation of Purchasers formulated under the Haryana Apartment Ownership Act, 1987 or the maintenance agency of the Project, as the case may be, as per then Applicable Laws;
3. plan, conceptualize, design, construct, develop, and execute the entire development on the Project Land, as per the Developer's sole discretion;
4. exercise full, free, uninterrupted, exclusive and marketing, allotment or sale rights in respect of the entire area to be developed / developed on the Project Land including the Project, built-up apartments / units and car parking spaces on the Project Land by way of sale, allotment, sale, transfer or any other recognized manner of transfer, have the sole authority to determine and control pricing of the said Saleable Area and car parking spaces to be developed on the Project Land and enter into agreements with prospective purchasers on such terms and conditions as it deems fit and on such marketing or sale, to receive the full and complete payments, consideration and/or proceeds from the sale of the said area developed/ to be developed on the Project Land, and give receipts for the same upon execution of the definitive documents in favour of purchasers, hand over ownership, possession, use or occupation of the developed area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Project Land;
5. plan/ strategies and execute strategies for sale/ transfer of the Units/ Saleable Area on the Project Land, the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Units/ Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
6. carry out the construction/ development of the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the completion of development thereon and marketing, sale of the Saleable Area and car parking spaces to be developed on the Project Land and every part thereof;
7. operation and management of the amenities and/or facilities on the Project Land, either through itself or through any of its affiliates or third party(ies);
8. appoint, employ or engage all Contractors for the construction, development, marketing and sale of the Project, including architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the construction and development work and to pay the wages, remuneration, brokerage and salary of such persons;
9. make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Project Land paid by the Developer, in the manner the Developer may deem fit;
10. make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals including those required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Project Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
11. deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Land;
12. decide the landscaping, architecture, construction, design, implementation etc. including the calculation of super built-up area, carpet area and/or Saleable Area of the entire development on the Project Land;
13. construct amenities on the Project Land as may be deemed appropriate by the Developer;
14. sell, allot, transfer, or otherwise dispose off or alienate the Saleable Area and car parking spaces to be developed on the Project Land;
15. manage/ maintain the Project/ Project Land and the property and facilities/ common areas constructed upon the Project Land and/ or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
16. launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and car parking spaces;
17. handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the Applicable Laws or the maintenance agency of the Project, as the case may, as per then Applicable Laws;

to set forth the terms and conditions in relation to the development of the Project by the Developer.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

1.1.1 **"Applicable Laws"** shall mean any applicable national, state, local or other laws, statutes, regulations, ordinances, rules, bye-laws and includes orders, judgments, decrees, directives, guidelines, policies, requirements or restrictions including any approvals, notifications or any similar form of decisions of any Governmental Authority having force of law, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question;

1.1.2 **"Approvals"** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, all approvals from DTCP (as may be applicable) and, or HSVP, layout plan, zoning plan, building plans sanction, Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, DTCP, HSVP, Archaeological Survey of India (ASI), registration under the RERA or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction, completion, occupation, development, market and sales of the Project;

1.1.3 **"Business Day"** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Mumbai, Delhi and Haryana, India;

1.1.4 **"Collection"** shall mean all revenue and amounts collected from the Purchasers of any nature whatsoever and shall include the Net Sales Revenue and the Pass Through Charges;

1.1.5 **"Common Organization"** shall mean an organization like an association/ company/ society or any such entity to be formed by the Developer on behalf of the Purchasers of the Project;

1.1.6 **"Contractors"** shall mean the main contractor, sub-contractors and all other Third Party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed for the construction, development, sale and Marketing of the Project or the exercise of its Development Rights under this Agreement;

1.1.7 **"Development Rights"** shall refer to the entire development rights on the Project Land including the Project FAR and entire current and future development potential thereon and

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and Marketing, allotment, sale or transfer of the premises to be constructed on the Project Land as envisaged herein;

19. set up, install and make provision for the various facilities services at the Project, as may be required under the Applicable Laws and/or under;

20. create mortgage/ charge/ lien on the Project Land including all development potential thereon, present and future constructions on the Pro receivables from the Project Land (excluding Landowner's Revenue Entitlement and the Landowner's Area Entitlement (as applicable) in the Pro Development Rights, Project and/or any part thereof and call upon Landowner to execute all documents, mortgage deeds, no objection declaration, affidavits, powers of attorney, etc. as may be required by the lender of the Developer to record or create such mortgage;

21. to apply for and obtain any and all Approvals that may be required to be obtained from the relevant Government Authority for the development, constru marketing or sale of the Units in the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications forms, deeds, undertaking etc. and deposit all fees and charges;

22. demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents under the apartment ownership act;

23. all other rights, benefits, authorisations and entitlements of the Developer as stated under this Agreement and as provided under the GPA; and

24. generally, do any and all other acts, deeds and things that may be required for the for the development of the Project and exercise of the aforementioned rights.

25. **"Development Risk"** shall mean the occurrence of any event that has the potential of or leads to a defect, Third Party claim, reduction, dispute and/or Encumbrance over the Project Land, including title and/or possession to the Project Land, Project FAR, and/ or any revocation, cancellation, modification or any other challenge or impediment or prejudicial impact on the approved zoning plan and the layout plan;

26. **"Developer's Share of Project Expense"/ "DSPE"** shall mean to include all costs related to (i) Design and construction of the Project, (ii) EDC/IDC paid as per **Schedule IV** before or after execution of this Agreement; (iii) Cost of all consultants and architects needed for the Project, (iv) expenses towards obtaining all Approvals including for sanction of Building Plans, RERA, Environmental Clearance, Fire NOC, Mining NOC, Height NOC, etc. other than those that have been specifically provided to be incurred by the Landowner (if any), (v) Sales and Marketing (including brokerage on entire revenue) and general administration expenses (SC&A); (vi) Any costs related to financing for the Project expenses, and (vii) any other amounts ancillary to or in connection with the aforesaid items shall also be deemed to form part of the said expenses.

27. **"DTCP"** shall mean Director General Town and Country Planning, Haryana/ Director of Town and Country Planning, Haryana;

28. **"EDC"** shall mean the external development charges.

29. **"Encumbrance"** means any Third-Party interest or impediment created pursuant to:

30. Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect; or

31. Any agreement, memorandum of understanding, development agreement, joint venture agreement, title retention agreement, settlement agreement or any other agreement of any nature whatsoever including any oral agreements or oral arrangements; or

32. legal or regulatory restrictions, mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; or

33. disputes, breach of settlements, Litigation, threatened Litigation (of which the Landowner has knowledge), requisition, court injunction, claims;

and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

1. **"Execution Date"** shall mean the date of execution of this Agreement;

2. **"Force Majeure"** shall mean any of the following events and circumstances or combination thereof that affects the Project and/or Project Land:

3. act of God such as fire, drought, flood, typhoon, earthquake, epidemics, tornados, landslides, avalanche, tempest, storm or exceptionally adverse weather conditions or natural calamity;

4. any order by Governmental Authorities including any order of any authority for temporary lock-down/ shut down of businesses due to any epidemic/ pandemic, excluding any Development Risk;

5. explosions or accidents, air crashes, act of terrorism;

6. strikes or lock outs, industrial disputes, labour unrest etc.;

7. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

8. shortage or non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever; and

9. any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Subject Plot which renders liable or endangers the health and safety of either Party or the general public.

10. **"FAR"** means floor area ratio;

11. **"FSI"** means the floor space index;

12. **"Governmental Authority(ies)"** shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi- judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;

13. **"HRERA"** shall mean the real estate authority set up under the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time, for the real estate projects in Gurugram.

14. **"HSVP"** means office of Haryana Shehri Vikas Pradhikaran;

15. **"IDC"** shall mean infrastructure development charges,

16. **"IAC"** shall mean infrastructure augmentation charges;

17. **"Landowner's Area Entitlement"** shall mean Landowner Retail Area Entitlement and Landowner Unsold Area Entitlement, collectively;

shall also include the right, power, entitlement, authority, sanction and permission to:

(a) enter upon and take sole legal and physical possession and control of the Project Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the Project is handed over for operation, management, administration and maintenance to the Common Organisation of Purchasers formulated under the Haryana Apartment Ownership Act, 1987 or the maintenance agency of the Project, as the case may be, as per then Applicable Laws;

(b) plan, conceptualize, design, construct, develop, and execute the entire development on the Project Land, as per the Developer's sole discretion;

(c) exercise full, free, uninterrupted, exclusive and marketing, allotment or sale rights in respect of the entire area to be developed / developed on the Project Land including the Project, built-up apartments / units and car parking spaces on the Project Land by way of sale, allotment, sale, transfer or any other recognized manner of transfer, have the sole authority to determine and control pricing of the said Saleable Area and car parking spaces to be developed on the Project Land and enter into agreements with prospective purchasers on such terms and conditions as it deems fit and on such marketing or sale, to receive the full and complete payments, consideration and/or proceeds from the sale of the said area developed/ to be developed on the Project Land, and give receipts for the same upon execution of the definitive documents in favour of purchasers, hand over ownership, possession, use or occupation of the developed area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Project Land;

(d) plan/ strategies and execute strategies for sale/ transfer of the Units/ Saleable Area on the Project Land, the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Units/ Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

(e) carry out the construction/ development of the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the completion of development thereon and marketing, sale of the Saleable Area and car parking spaces to be developed on the Project Land and every part thereof;

(f) operation and management of the amenities and/or facilities on the Project Land, either through itself or through any of its affiliates or third party(ies);

(g) appoint, employ or engage all Contractors for the construction, development, marketing and sale of the Project, including architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the construction and development work and to pay the wages, remuneration, brokerage and salary of such persons;

(h) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Project Land paid by the Developer, in the manner the Developer may deem fit;

(i) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals including those required for any infrastructure work, including

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

18. "Landowner's Revenue Entitlement" shall have the meaning ascribed to such term in Clause 8.1.1 below;

19. "Landowner's Share of Project Expense"/ "LOSPE" shall mean all amounts required to be paid by the Landowner in relation to
Plan and the Project FAR (including TOD FAR, TDR FAR, premiums and IAC) and any other amounts ancillary to or in connection
shall also be deemed to form part of the said expense.

20. "Litigation" includes any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation of
civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority;

21. "Marketing" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a)
Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the
Area and calling for the payments from the Purchasers in relation to the Saleable Area and the receipt and acceptance by the Developer of the
respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

22. "Net Sales Revenue" shall mean all revenues received from customers of the Project, excluding the Pass Through Charges;

23. "Occupation Certificate" shall mean the grant of occupation certificate for the buildings/projects under Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules framed thereunder;

24. "Pass Through Charges" shall mean the following collections (under whatever name collected) made by the Developer in relation to the Saleable Area and the construction/ development on the Project:

25. All Government levies (e.g. GST, stamp duty & registration charges) and all statutory charges, fees, costs and expenses, which would be collected / recovered from the Purchasers for onward transfer/ deposit to the concerned Government Authority, utility service provider or association (if any) of the unit owners or the maintenance agency of the Project, as the case may be;

26. EDC and IDC including interest payable thereon;

27. Share money and society/ Common Organization formation charges and such other similar statutory charges;

28. Utility deposits & charges (e.g. electricity connection charges/ meter deposit, water connection charges/ deposit, piped gas connection charges/ deposit);

29. Property tax reimbursement (in case collected separately from the Purchaser that forms the part of Landowner share);

30. refundable deposits received from the Purchasers;

31. advance maintenance charges;

32. any and all indirect taxes including goods and services tax, any future taxes levied by any Government Authority, stamp duty, registration charges, lawyers' charges etc.

33. Maintenance related amounts (e.g. CAM, property tax deposit, sinking fund) or similar related amounts;

34. 5% of the Collections realized towards brokerage, sales and Marketing expenses plus applicable GST; and

35. Actual cost incurred towards any amounts collected from the Purchasers as compensation for non-construction linked payment plan (e.g. possession linked payment plan) and/ or additional fitments (e.g. furniture) in the unit beyond standard finishes. The details of such costs shall be shared with the Landowner;

36. "Person" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;

37. "Project" means the real estate project to be constructed and developed on the Project Land in accordance with the Approvals and in such manner as the Developer may deem fit;

38. "Project Expense" shall mean to include all costs related to Project including design of layout, engineering and construction of free sale area, sales, marketing and overheads, approvals (including government premiums/ charges/ fees, purchase of FSI, TDR, property tax, EDC, IDC, IAC, etc.), funding cost related to debt taken by the Developer for the Project Expenses, etc. but shall exclude the Landowner Development Risk Expense provided in Clause 14.2 of this Agreement;

39. "Purchaser(s)" shall mean and include any buyer, purchaser, transferee, including a purchaser in default, assignee, transferee, applicant, whether an individual, corporate or otherwise, for any Unit or other part of the Saleable Area of the Project;

40. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time;

41. "Saleable Area" shall mean and include all the Units *(as defined hereinafter)* including proportionate share in the common areas and facilities at the Project and all construction/ development in the Project including the residential area, commercial area, car parking spaces, other amenities etc.;

42. "Third Party" or "Third Parties" shall mean any Person other than a Party;

43. "TOD Policy" shall mean transit-oriented development policy dated February 09, 20[illegible] notified by the DTCP, as may be amended and supplemented from time to time; and

44. "Unit(s)" mean and refer to any unit and any other areas in the Project as may be developed and constructed or that may be developable in the Project.

1. INTERPRETATION

2. In this Agreement, unless the contrary intention appears:

any reference to any statute or statutory provision shall include:

1. all subordinate legislations made from time to time under that statue or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
2. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement);
3. any reference to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement forms an integral part of this Agreement;
4. references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time, in writing.

THE SEAL OF THE SUB REGISTRAR

levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Project Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;

(j) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Land;

(k) decide the landscaping, architecture, construction, design, implementation etc. including the calculation of super built-up area, carpet area and/or Saleable Area of the entire development on the Project Land;

(l) construct amenities on the Project Land as may be deemed appropriate by the Developer;

(m) sell, allot, transfer, or otherwise dispose off or alienate the Saleable Area and car parking spaces to be developed on the Project Land;

(n) manage/ maintain the Project/ Project Land and the property and facilities/ common areas constructed upon the Project Land and/ or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;

(o) launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and car parking spaces;

(p) handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the Applicable Laws or the maintenance agency of the Project, as the case may, as per then Applicable Laws;

(q) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, allotment, sale or transfer of the premises to be constructed on the Project Land as envisaged herein;

(r) set up, install and make provision for the various facilities services at the Project, as may be required under the Applicable Laws and/or rules made there under;

(s) create mortgage/ charge/ lien on the Project Land including all development potential thereon, present and future constructions on the Project Land and receivables from the Project Land (excluding Landowner's Revenue Entitlement and the Landowner's Area Entitlement (as applicable) in the Project FAR), Development Rights, Project and/or any part thereof and call upon Landowner to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, powers of attorney, etc. as may be required by the lender of the Developer to record or create such mortgage;

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

5. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause

paragraph,or other provision) in which the expression occurs;

6. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and

   each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;

7. headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;

8. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed

   they take effect as, limiting the generality of any preceding words;

9. all the recitals to this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the

   part and to be interpreted, construed and read accordingly;

10. all references to "day" or "days" shall mean reference to calendar day(s), unless clearly stated as Business Day(s); and

11. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. For greater certainty, in interpreting this Agreement, it shall be irrelevant which Party drafted any particular provision thereof.

12. TRANSFER OF DEVELOPMENT RIGHTS

    1. On and from the Execution Date, the Landowner hereby irrevocably grants and transfers the Development Rights for the Project Land, Project FAR (including the TDR FAR) and the entire current and future development potential on the Project Land, to the Developer, on an exclusive basis along with all ancillary and incidental rights that are necessary and/or required by the Developer to construct, develop, manage, undertake, co-ordinate, implement, market and sell the Project, and the Landowner hereby authorize and empower the Developer to develop the Project Land.

13. The Project shall be developed in accordance with the Applicable Laws. The Developer is solely entitled to implement and develop the Project and shall have all the rights to decide, manage and undertake the quality, cost, design, layout, aesthetics, construction, implementation, development, marketing and sales of the Project (including the units and other *Saleable Area*) at its own costs and expenses, as per the terms and conditions of this Agreement.

14. Simultaneous with the execution of this Agreement, the Landowner has handed over vacant, clear, legal and physical possession of the Project Land to the Developer and the Landowner agrees that the Developer shall have unfettered right to enter the Project Land, directly or through its associates, nominees, Contractors and/ or partners, and to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the Project.

15. As of the Execution Date, the Landowner has transferred all of its rights (including the Development Rights) in relation to the Project Land to the Developer. The Landowner shall, from time to time, execute such further documents and do all such acts, as may be required by the Developer, in its sole discretion, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. The Landowner agrees and covenant not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Project Land, in any manner whatsoever.

16. The Developer shall be the developer of Project and shall implement, develop, and drive the Project. The Developer i.e. Lodha Developers Limited, shall be responsible for compliance of all the terms and conditions of the Haryana Shehri Vikas Pradhikaran Act, 1977 till the grant of final completion certificate to the colony/ Project.

17. POWER OF ATTORNEY

18. Simultaneously with the execution and registration of this Agreement, the Landowner has also executed and registered an irrevocable general power of attorney in favour of the Developer ("GPA") in respect of the Project Land, *inter alia*, to enable the Developer to perform all its obligations and utilise all its entitlements/ benefits/ rights as stated under this Agreement including to sign the allotment and transfer documents in favour of the Purchasers, raise finance by mortgaging the Project Land and/or hypothecate receivables from the Project, etc. The Developer shall be entitled to appoint one or more of its authorised representatives for the exercise of any or all of the powers and authorities under the GPA. It is being clarified that the Developer shall not create mortgage, charge and/ or on the Landowner's entitlement under this Agreement.

19. The Landowner agrees and undertakes that the GPA shall be irrevocable and shall not be cancelled, revoked, or modified in any manner. The Landowner further agrees and acknowledges that the GPA has been executed consequent to an interest created in favour of the Developer in the Project Land under this Agreement and it shall be irrevocable, including under Section 202 of the Indian Contract Act, 1872.

20. In the event, the GPA is impacted in any manner whatsoever, the Landowner shall immediately cure/ remove/ rectify the said impact in a manner that the rights and entitlements of the Developer under this Agreement continue to be in effect as if such impact on the GPA has not occurred.

21. ACQUISITION OF PROJECT FAR AND APPROVALS

22. **Acquisition of TDR FAR** - The Landowner has assured the Developer that the Landowner shall acquire (not from the Project Land itself) and arrange for TDR FAR which can be utilized for development and construction on the Project Land within the timelines and as per the terms and condition set out in this Clause 5.1, either in its own name or through an affiliate. The Landowner shall apply for the TDR FAR certificate on or before January 15, 2026, and shall ensure that the TDR FAR (in the form of TDR certificates in the name of the Landowner) shall be available, free from any Encumbrances, for the construction and development on the Project Land, on or before February 15, 2026. All consideration, costs, and expenses (including stamp duty, registration charges, and applicatiletaxes, if any) in connection with the acquisition the said TDR FAR, as well as the loading of such TDR FAR on the Project Land, shall be borne solely by the Landowner. It is hereby clarified that all Infrastructure Augmentation Charges (IAC) applicable to or arising from the said TDR FAR shall be borne by the Landowner and External Development Charges (EDC) and IDC (if applicable) for the TDR FAR shall be borne by the Developer.

23. **Acquisition of TOD FAR** - Subject to receipt of the TDR certificates in the name of the Landowner as per the timelines mentioned above, the Landowner shall apply to obtain the TOD FAR on or before February 20, 2026. All consideration, costs, and expenses (including applicable taxes, if any) in connection with the acquisition of the said TOD FAR, as well as the loading of such TOD FAR on the Project Land, shall be borne solely by the Landowner. It is hereby clarified that all Infrastructure Augmentation Charges (IAC) applicable to or arising from the said TOD FAR shall be borne by the Landowner and External Development Charges (EDC) and IDC (if applicable) for the TOD FAR shall be borne by the Developer.

24. **Layout and Zoning** – The Landowner has at its own costs and expenses obtained the layout and combined zoning for the entire Project Land. A copy of the same is annexed hereto as **Annexure A**. The Landowner shall obtain the revised zoning plan for the Project Land from HSVP, reflecting the updated FAR of 5, comprising of the TOD FAR and the TDR FAR, on or before April 30, 2026 ("**Revised Zoning Plan**") for which the Landowner shall submit the relevant

(t) to apply for and obtain any and all Approvals that may be required to be obtained from the relevant Government Authority for the development, construction, marketing or sale of the Units in the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges;

(u) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents under the apartment ownership act;

(v) all other rights, benefits, authorisations and entitlements of the Developer as stated under this Agreement and as provided under the GPA; and

(w) generally, do any and all other acts, deeds and things that may be required for the for the development of the Project and exercise of the aforementioned rights;

1.1.8 **"Development Risk"** shall mean the occurrence of any event that has the potential of or leads to a defect, Third Party claim, reduction, dispute and/or Encumbrance over the Project Land, including title and/or possession to the Project Land, Project FAR, and/ or any revocation, cancellation, modification or any other challenge or impediment or prejudicial impact on the approved zoning plan and the layout plan;

1.1.9 **"Developer's Share of Project Expense"/ "DSPE"** shall mean to include all costs related to (i) Design and construction of the Project, (ii) EDC/IDC paid as per **Schedule IV** before or after execution of this Agreement; (iii) Cost of all consultants and architects needed for the Project, (iv) expenses towards obtaining all Approvals including for sanction of Building Plans, RERA, Environmental Clearance, Fire NOC, Mining NOC, Height NOC, etc. other than those that have been specifically provided to be incurred by the Landowner (if any), (v) Sales and Marketing (including brokerage on entire revenue) and general administration expenses (SC&A); (vi) Any costs related to financing for the Project expenses, and (vii) any other amounts ancillary to or in connection with the aforesaid items shall also be deemed to form part of the said expenses.

1.1.10 **"DTCP"** shall mean Director General Town and Country Planning, Haryana/ Director of Town and Country Planning, Haryana;

1.1.11 **"EDC"** shall mean the external development charges;

1.1.12 **"Encumbrance"** means any Third-Party interest or impediment created pursuant to:

(a) Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect; or

(b) Any agreement, memorandum of understanding, development agreement, joint venture agreement, title retention agreement, settlement agreement or any other agreement of any nature whatsoever including any oral agreements or oral arrangements; or

(c) legal or regulatory restrictions, mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

application on or before February 20, 2026. All cost and expenses for obtaining the Revised Zoning Plan shall be solely borne

recourse or liability of the Developer.

25. **Further Approvals**

26. The Developer shall have the exclusive and irrevocable right to apply for, obtain, and maintain all Approvals (including permissions, certificates, sanctions, clearances, registrations, licenses, and authorizations) of any nature whatsoever as may be required or deemed Developer for the Project including towards planning, development, construction, marketing, and implementation of the Project.

27. The Developer shall be entitled, in its sole discretion, to undertake and perform all acts, deeds, matters, and things in connection with the Approvals, including the right to determine the form, manner, and timing of such applications, and to submit such plans, drawings, designs, materials as it deems fit and appropriate for the purpose of obtaining the Approvals. The Developer shall also have the right to sign, execute, and file any documents, applications, undertakings, declarations, or representations, whether in physical or digital form, with any Governmental behalf of the Landowner deriving authorisations under the GPA.

28. Without prejudice to the above, the Landowner shall, promptly upon being called upon, render full cooperation and support to the Developer, and shall sign, execute, and deliver such documents, forms, affidavits, undertakings, applications, or authorizations as may be reasonably required by the Developer for the purpose of securing the Approvals.

29. **EDC/IDC** - It is agreed that the EDC and IDC already paid by the Landowner to HSVP (other than any penal interest paid by the Landowner on EDC/IDC), shall be reimbursed to the Landowner by the Developer within 2 (two) days of execution of this Agreement. It is further clarified that the EDC and IDC payable in future, if any, shall be solely to the account of Developer and shall be paid directly by the Developer to HSVP.

30. **EXCLUSIVE RIGHT OF DEVELOPER TO UNDERTAKE DEVELOPMENT, CONSTRUCTION AND SALE OF THE PROJECT**

31. The Developer shall have the sole, absolute, and exclusive right, authority, and discretion to undertake, manage, and execute all activities, functions, responsibilities, and decisions relating to the conceptualisation, planning, design, development, construction, Marketing, sale and implementation of the Project on the Project Land, without any requirement of consultation with, or approval, consent, or involvement from, Landowner.

32. Without prejudice to the generality of the rights stated above, the Developer shall have the right, in its sole discretion, *inter-alia* to:

33. Plan, conceptualise, design, and determine the overall vision, layout, positioning, phasing, and execution strategy of the Project;

34. Appoint and engage any architects, structural engineers, design consultants, master planners, development manager, interior designers, landscape consultants, environmental consultants, legal advisors, and other professionals or agencies, domestic or international, as may be required or deemed necessary for the successful execution of the Project;

35. Select and finalise all specifications, materials, standards, technologies, finishes, construction methods, amenities, utilities, infrastructure, and services to be provided as part of the Project;

36. Appoint, replace, or terminate Contractors including sub-contractors, vendors, suppliers, consultants, and service providers for various components of the Project, including civil works, electrical, mechanical, HVAC, fire-fighting, and other allied works;

37. Obtain, manage, and comply with all permissions, clearances, consents, sanctions, and approvals from competent authorities as may be required for the execution and completion of the Project;

38. Prepare and modify the construction schedule, implementation timeline, development milestones, and delivery commitments in relation to the Project;

39. Undertake all day-to-day management, coordination, supervision, and oversight of on-site construction and development activities;

40. Make all commercial, design, technical, and operational decisions in connection with the Project, including quality control, procurement, logistics, safety protocols, and workforce management; and

41. Exercise all rights and perform all obligations necessary or incidental to the successful development and delivery of the Project in accordance with Applicable Laws.

    1. It is expressly clarified that the Landowner shall not have any right, role, authority, or claim to participate in, interfere with, or otherwise influence any aspect of the development, construction, or execution of the Project. The Developer shall be entitled to carry out all such activities autonomously and without reference to the Landowner.

42. The Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Project Land and exercise of its Development Rights; (ii) interactions with any Governmental Authorities or any other person in respect of any acts, deeds, matters and things which may be done or incurred by, and (iii) signing all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be required from time to time.

43. The Developer shall be entitled to hire and appoint all contractors, architects, consultants, technicians, engineers, employees, brokers, advertisers, labourers, workmen and supervisors for development of the Project Land, at its own cost and expense.

44. The Developer shall have the sole, exclusive, and absolute right and authority to undertake and control all activities related to the sale, Marketing, and commercialisation of the Project or any part thereof, including residential units, commercial spaces, amenities, or any other saleable components developed on the Project Land. The Developer shall be entitled to exercise such rights independently, at its own discretion and without any requirement for consultation with, or approval from, the Landowner.

45. Without limiting the generality of the foregoing, the Developer shall have the full right *inter-alia* to:

46. Determine the timing of launch, pre-launch, re-launch, or phased launch of the Project or any portion thereof;

47. Fix, modify, or revise the pricing of any Unit in the Project, including but not limited to the base sale price, per square foot rate, preferential location charges, parking charges, and other price components;

48. Design and implement the overall sales and marketing strategy for the Project, including branding, promotions, advertising campaigns, Purchaser outreach programs, digital marketing, and broker/ channel partner arrangements;

49. Determine the product mix, configuration, unit size, typology, and packaging of offerings in the Project, including introducing new products or discontinuing existing ones;

50. Engage with prospective and confirmed Purchaser, negotiate commercial terms, execute bookings, agreements for sale, conveyances, and other Purchaser documentation; and

51. Collect and receive all amounts payable by Purchasers towards the gross sales price, Pass Through Charges (including but not limited to statutory levies, maintenance charges, and registration costs), and any other amounts due from the Purchasers, in such manner, timelines, and into such bank account(s) of

ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; or

(d) disputes, breach of settlements, Litigation, threatened Litigation (of which the Landowner has knowledge), requisition, court injunction, claims;

and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

1.1.13 **"Execution Date"** shall mean the date of execution of this Agreement;

1.1.14 **"Force Majeure"** shall mean any of the following events and circumstances or combination thereof that affects the Project and/or Project Land:

(a) act of God such as fire, drought, flood, typhoon, earthquake, epidemics, tornados, landslides, avalanche, tempest, storm or exceptionally adverse weather conditions or natural calamity;

(b) any order by Governmental Authorities including any order of any authority for temporary lock-down/ shut down of businesses due to any epidemic/ pandemic, excluding any Development Risk;

(c) explosions or accidents, air crashes, act of terrorism;

(d) strikes or lock outs, industrial disputes, labour unrest etc.;

(e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;

(f) shortage or non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever; and

(g) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Subject Plot which renders liable or endangers the health and safety of either Party or the general public.

1.1.15 **"FAR"** means floor area ratio;

1.1.16 **"FSI"** means the floor space index;

1.1.17 **"Governmental Authority(ies)"** shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi- judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;

1.1.18 **"HRERA"** shall mean the real estate authority set up under the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time, for the real estate projects in Gurugram;

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

the Developer as the Developer may, in its sole discretion, determine to be fit and appropriate.

1. All proceeds from the sale of the Units/ saleable area in the Project shall belong solely to the Developer, subject only to
Entitlement or payment obligations expressly set out elsewhere in this Agreement. The Landowner shall have no right, cla
aspect of the Marketing, sale, or Purchaser dealings, and shall not be entitled to interfere in or question any decision made by th
regard.

52. The Landowner further covenants to provide all necessary cooperation and support, including signing any documentation that may be require
sale, registration, or possession of Units by the Purchasers, and to give effect to the Development Rights under this Agreement.

53. Right to sign necessary documents –

54. The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/ with the Purcha
the Project, including but not limited to, application forms, provisional/ final allotment letters, apartment/ unit buyer agreements, agreement to sel
conveyance deeds/ lease deeds, license agreements, maintenance agreements and others as the Developer may consider appropriate as per Applica
Laws (collectively "Unit Documents"). The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such Unit Documents with
the Purchasers.

55. The Developer shall be entitled to sign/ execute/ register/ issue the Unit Documents for itself and on behalf of the Landowner, deriving authorizations from the GPA. In the said Unit Documents, the Developer shall be entitled to provide on behalf of Landowner all such representations to the Purchasers that have been represented by Landowner to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project.

56. In the event the Developer requires the Landowner to execute any deed of declaration/ sale deed/ conveyance deed or any other document/ Unit Documents in favour of Purchaser, then the Landowner shall execute the same within 15 (fifteen) days of receiving intimation in this regard from the Developer.

1. Funding for obligations – The Parties agree that all financing cost and responsibility for the DSPE is on the Developer and for the LOSPE (if any) is on the Landowner. Apart from the aforementioned, if any Party agrees to fund other Party's financial liability, then unless specifically provided otherwise in this Agreement, the Party funding such financial liability shall charge an interest at the rate of 18% per annum accrued monthly. It is clarified that providing such funding shall not be an obligation of either Party under any situation and shall be at the sole discretion of the other Party and can be exercised by either Party to ensure timely progress of the Project.

57. REFUNDABLE DEPOSIT

58. The Developer has agreed to pay an interest-free refundable deposit equivalent to Rs. 80,00,00,000/- (Indian Rupees Eighty Crores Only) ("Refundable Deposit"), subject to and in accordance with the terms of this Agreement. The Refundable Deposit shall be released by the Developer to the Landowner in 3 tranches in the below order of payment, based on the fulfilment of specific conditions precedent as set out below. Each tranche is sequential in nature and is not independent of the completion of the condition precedent related to prior tranches.

59. Tranche 1 – Rs. 1,00,00,000/- (Indian Rupees One Crore Only) has been paid by the Developer to the Landowner on July 17, 2025, by way of RTGS bearing no. ICICR52025071700231006/Kotak Mahindra/Acquisitive Infradevelopers Private. The Landowner confirms and acknowledges the receipt of the same.

60. Tranche 2 – Rs. 60,00,00,000/- (Indian Rupees Sixty Crores Only) has been paid by the Developer to the Landowner, by way of RTGS (i) dated November 27, 2025 for an amount of Rs. 20,00,00,000/- (Rupees Twenty Crores Only) bearing reference number RTGS: ICICR52025112700278316/KOTAK MAHINDRA /ACQUISITION INFRADEVELOPOERS PVT LT; and (ii) dated November 27, 2025 for an amount of Rs. 40,00,00,000/- (Rupees Forty Crores Only) bearing reference number RTGS:ICICR52025112700278855/KOTAK MAHINDRA /ACQUISITION INFRADEVELOPOERS PVT LT. The Landowner confirms and acknowledges the receipt of the same.

61. Tranche 3 – Rs. 19,00,00,000/- (Indian Rupees Nineteen Crores Only) shall be paid by the Developer to the Landowner in the following two sub tranches:

62. First sub tranche of Rs. 9,00,00,000/- (Indian Rupees Nine Crores Only) shall be paid by the Developer upon submission of the applications by the Landowner for receipt of the TOD FAR and the Revised Zoning Plan; and

63. Second sub tranche of Rs. 10,00,00,000/- (Indian Rupees Ten Crores Only) shall be paid by the Developer upon receipt of the building plan approval for the Project (basis the designs submitted by the Developer).

1. The Refundable Deposit shall be repaid by the Landowner to the Developer by way of adjustments as stated in Clause 8.1.2 and Clause 8.1.4 below.

The Developer shall be solely entitled to undertake modifications to its building plan drawings, if any changes are required by HSVP to the building plan drawings submitted by the Developer.

1. The Landowner hereby agrees, confirms and undertakes that deposit and the payment of the Refundable Deposit in the manner as set out above constitutes a valid discharge of all obligations of the Developer with respect to the payment of the Refundable Deposit, and nothing more shall be due or payable by the Developer on account of the Refundable Deposit.

2. CONSIDERATION

In consideration of the irrevocable grant and transfer to the Developer of the exclusive Development Rights to the Project Land, along with all ancillary and incidental rights that are necessary and/or required by the Developer to construct, develop, manage, undertake, co-ordinate, implement, market and sell the Project on the terms and conditions of this Agreement, free from any and all Encumbrances, the Developer agrees to pay/ has paid the following amounts to the Landowner, as the case may be (collectively "Consideration").

1. Revenue Entitlement

1. The Landowner shall be entitled to receive 48% of the Net Sales Revenue generated from the Project in the manner provided herein and subject to the adjustments stated in this Agreement ("Landowner's Revenue Entitlement").

2. Disbursement: On and from the launch of the Project and at the end of every calendar quarter, the Landowner's Revenue Entitlement shall be distributed to the Landowner in a bank account intimated by the Landowner, after adjusting the LOSPE. It is being clarified that any distribution to the Landowner shall happen after adjusting the Landowner's share of the Project Expenses i.e. LOSPE, and other adjustments as per Clause 8.1.4 below.

3. For administrative convenience, on and from the launch of the Project, the Landowner's Revenue Entitlement for a given financial quarter after adjusting all cancellations/ repayments/ refunds to the Purchasers for the said financial quarter, shall be payable by the 5th Business Day of commencement of the next financial quarter (subject to adjustments in accordance with the terms of this Agreement), irrespective of the available balance in the bank accounts of the Project. In the event of delay in payment of the Landowner's Revenue Entitlement beyond the stipulated timeline, the Landowner shall provide a grace period

1.1.19 **"HSVP"** means office of Haryana Shehri Vikas Pradhikaran;

1.1.20 **"IDC"** shall mean infrastructure development charges;

1.1.21 **"IAC"** shall mean infrastructure augmentation charges;

1.1.22 **"Landowner's Area Entitlement"** shall mean Landowner Retail Area Entitlement and Landowner Unsold Area Entitlement, collectively;

1.1.23 **"Landowner's Revenue Entitlement"** shall have the meaning ascribed to such term in Clause 8.1.1 below;

1.1.24 **"Landowner's Share of Project Expense"/ "LOSPE"** shall mean all amounts required to be paid by the Landowner in relation to obtaining the Revised Zoning Plan and the Project FAR (including TOD FAR, TDR FAR, premiums and IAC) and any other amounts ancillary to or in connection with the aforesaid items shall also be deemed to form part of the said expense.

1.1.25 **"Litigation"** includes any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority;

1.1.26 **"Marketing"** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale/ transfer of the Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Saleable Area and calling for the payments from the Purchasers in relation to the Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

1.1.27 **"Net Sales Revenue"** shall mean all revenues received from customers of the Project, excluding the Pass Through Charges;

1.1.28 **"Occupation Certificate"** shall mean the grant of occupation certificate for the buildings/projects under Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules framed thereunder;

1.1.29 **"Pass Through Charges"** shall mean the following collections (under whatever name collected) made by the Developer in relation to the Saleable Area and the construction/ development on the Project:

(a) All Government levies (e.g. GST, stamp duty & registration charges) and all statutory charges, fees, costs and expenses, which would be collected / recovered from the Purchasers for onward transfer/ deposit to the concerned Government Authority, utility service provider or association (if any) of the unit owners or the maintenance agency of the Project, as the case may be;

(b) EDC and IDC including interest payable thereon;

(c) Share money and society/ Common Organization formation charges and such other similar statutory charges;

(d) Utility deposits & charges (e.g. electricity connection charges/ meter deposit, water connection charges/ deposit, piped gas connection charges/ deposit);

LODHA DEVELOPERS LIMITED

of 5 (five) Business Days, and thereafter, the Developer shall pay interest at the rate of 18% (eighteen percent) per annum on

period of such delay, calculated on a daily basis from the date of default until the date of actual payment.

(c)

1. **Adjustment**
2. It is agreed that 50% of the Landowner's Revenue Entitlement payable to the Landowner shall be utilised for refund of the Refundable Developer till entire Refundable Deposit gets recovered by the Developer and accordingly the Developer shall be entitled to retain the same. remaining Landowner's Revenue Entitlement shall be disbursed in entirety to the Landowner subject to other adjustments as per the terms of this in the manner stated above.
3. In the event, (a) there exists a Development Risk, and/or (b) the Landowner is in breach of any of its obligations set forth under this Agreement, and/or to incur the LOSPE or the Landowners Development Risk Expense, then the Developer shall have a right to hold payment of the Consideration, till such the aforesaid is rectified/ paid, or adjust the costs and expenses incurred by the Developer in this regard from the Consideration payable to the Landowner the event the Developer decides to step-in in accordance with Clause 17 below and rectify the aforesaid Development Risk/ breach, at the cost and expense of the Landowner. Provided, however, that in case of a Third Party notice from a claimant (except from a Governmental Authority) received by the Landowner or the Developer which constitutes a Development Risk, but the mere receipt of such notice does not impair the rights of the Developer under this Agreement, the Developer will not withhold the disbursement of consideration towards Landowner's Revenue Entitlement till such time any litigation is initiated by the said claimant.
4. The Landowner agrees and assures the Developer that the entire Refundable Deposit and, or any LOSPE incurred by the Developer along with interest thereon, and, or any other amounts payable to the Developer as per Clauses 5.1, 8.1.4.1 and 8.1.4.2 above, shall be excluded from any charge or lien or hypothecation of any manner whatsoever created by the Landowner in respect of its receivables under this Agreement. The Landowner shall specifically disclose the said rights of recovery/ adjustments by the Developer from the Landowner's Revenue Entitlement to its lenders/ banks. Any such charge/ lien/ hypothecation / security created on the Landowner's Revenue Entitlement to the extent of said amounts shall be void ab initio. The said adjustment of the Landowner's Revenue Entitlement shall be in priority to all payments that are to be made to Landowner under this Agreement, without any claim, set-off or protest by the Landowner. Landowner shall neither have nor shall assert any claim or make any set-off or protest against said recovery by the Developer.
5. The Developer shall be entitled to deduct TDS (applicable tax at source) from the Landowner's Revenue Entitlement as and when the same is paid to the Landowner or adjusted against Refundable Deposit. Any GST (goods and services tax) if payable in relation to the Agreement[1] and the entitlements of each Party under this Agreement will be borne by respective Parties for their respective share/ entitlements.

1. **Area Entitlement**
2. In the event, the Developer retains the retail area constructed and developed in the Project (**"Retail Area"**), the Landowner will be given an option for allotment of a part of such Retail Area in proportion to the Landowner's Revenue Entitlement as mentioned above, free from all the Encumbrances (**"Landowner Retail Area Entitlement"**). The Landowner will pay the Developer the applicable GST, and other Pass Through Charges (including EDC/ IDC, if any) for the said Landowner Retail Area Entitlement and Parties will finalize the most tax efficient structure for the said allotment of the Landowner Retail Area Entitlement.
3. The leasing as well as the sale rights on the complete Retail Area (including the Landowner Retail Area Entitlement) will be with the Developer.

However, if the Landowner wishes to sell the Landowner Retail Area Entitlementand the Developer is unable to sell the Landowner Retail Area Entitlement within 24 (twenty four) months of the Occupation Certificate of the Project, then the Landowner will have the right to sell the Landowner Retail Area Entitlement in the open market while the Developer will retain the leasing rights on the said Landowner Retail Area Entitlement. Further, irrespective of whether the Landowner retains the Landowner Retail Area Entitlement or sells in the open market through the Developer or on its own, and the Developer is unable to lease the said retail area till 24 (twenty four) months of the Occupation Certificate of the Project, while exercising the leasing rights, then the Developer will allow the Landowner or the allottees, as the case may be, to lease their respective Retail Area.

1. In the event, all the inventory (except Retail Area in the Project retained in terms of Clause 8.2.1 above) is not sold within 24 (twenty four) months from the date of receipt of the Occupation Certificate of the Project, then the Developer may at its option, allocate/ allot the unsold area in the Project to the Landowner in proportion to its Landowner's Revenue Entitlement as mentioned above (**"Landowner Unsold Area Entitlement"**) or give an imputed revenue share in the unsold area. The unsold area will be valued at past 6 (six) months average sale price achieved in the Project. However, in case there are no significant sales in the past 6 (six) months to arrive at the average sales price to impute the revenue share in the unsold areas, then Landowner will have an option to either accept the revenue share in the unsold area as estimated by the Developer or request the Developer to allot the unsold area in proportion to its Landowner's Revenue Entitlement as mentioned above, such allotment to be based on mutual agreement between the Parties. In such a case, the Landowner will pay the Developer the applicable GST, and other Pass-Through Charges (including EDC/ IDC, if any) for the said Landowner Unsold Area Entitlement. It is clarified that upon said allocation/ allotment of the Landowner Unsold Area Entitlement in the Project to the Landowner as per this Clause 8.2.3, the Landowner shall not be required to be paid any Landowner's Revenue Entitlement on such portion of the Project allotted/ allocated to the Landowner.
2. Any sale/ transfer or creation of third-party rights by the Landowner over the Landowner's Area Entitlement shall be strictly in accordance with RERA and subject to there being no monetary impact or obligation on the Developer in relation to said sale/ transfer including for compliance of RERA.
3. The Landowner shall be responsible for payment of all taxes, statutory charges including stamp duty and registration fee, as may be applicable to effectuate the said transfer/ handover of units comprised in Landowner's Area Entitlement by the Developer. It is being clarified that the Landowner's Area Entitlement shall be handed over free of any mortgage/ charge created by the Developer in favour of its lender/ bank.

1. COLLECTIONS AND BANK ACCOUNTS

(e) Property tax reimbursement (in case collected separately from the Purchaser that forms the part of Landowner share);

(f) refundable deposits received from the Purchasers;

(g) advance maintenance charges;

(h) any and all indirect taxes including goods and services tax, any future taxes levied by any Government Authority, stamp duty, registration charges, lawyers' charges etc.

(i) Maintenance related amounts (e.g. CAM, property tax deposit, sinking fund) or similar related amounts;

(j) 5% of the Collections realized towards brokerage, sales and Marketing expenses plus applicable GST; and

(k) Actual cost incurred towards any amounts collected from the Purchasers as compensation for non-construction linked payment plan (e.g. possession linked payment plan) and/ or additional fitments (e.g. furniture) in the unit beyond standard finishes. The details of such costs shall be shared with the Landowner;

1.1.30 **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;

1.1.31 **"Project"** means the real estate project to be constructed and developed on the Project Land in accordance with the Approvals and in such manner as the Developer may deem fit;

1.1.32 **"Project Expense"** shall mean to include all costs related to Project including design of layout, engineering and construction of free sale area, sales, marketing and overheads, approvals (including government premiums/ charges/ fees, purchase of FSI, TDR, property tax, EDC, IDC, IAC, etc.), funding cost related to debt taken by the Developer for the Project Expenses, etc. but shall exclude the Landowner Development Risk Expense provided in Clause 14.2 of this Agreement;

1.1.33 **"Purchaser(s)"** shall mean and include any buyer, purchaser, transferee, including a purchaser in default, assignee, transferee, applicant, whether an individual, corporate or otherwise, for any Unit or other part of the Saleable Area of the Project;

1.1.34 **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time;

1.1.35 **"Saleable Area"** shall mean and include all the Units *(as defined hereinafter)* including proportionate share in the common areas and facilities at the Project and all construction/ development in the Project including the residential area, commercial area, car parking spaces, other amenities etc.;

1.1.36 **"Third Party"** or **"Third Parties"** shall mean any Person other than a Party;

1.1.37 **"TOD Policy"** shall mean transit-oriented development policy dated February 09, 2016

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

1. The Developer shall have the exclusive right to collect all revenues and receivables from the Purchasers of the Units in the Collection from the Project.
2. The Developer shall be entitled to retain the entire Net Sales Revenue and any Pass-Through Charges and shall only be obligated Revenue Entitlement therefrom in the manner set out in Clause 8.1 above. The Developer shall utilize the Pass-Through Charges for the have been collected for.
3. The Developer shall have the right to open, own, and operate such bank accounts as it deems necessary or appropriate for the collection and the Collection, including but not limited to the master collection account, the RERA-mandated 70% Account and 30% Account.
4. All such bank accounts shall be solely controlled and operated by the Developer. Only the Developer's authorized representatives shall be signatories to these bank accounts, with exclusive authority to operate and issue instructions to the relevant banks in relation to such accounts. It is that the Landowner shall have no rights, title, claim, or entitlement of any nature whatsoever over the collections received from the Purchasers of the or any Saleable Area, except for the Landowner's Revenue Entitlement as expressly set out in this Agreement.

1. MORTGAGE

1. The Developer shall be entitled to create any Encumbrance on the Project Land or part thereof, Development Rights or part thereof, entire development potential of the Project Land including the Project FAR or any part thereof, the current and future constructed area on the same and entire receivables from the Project or the Project Land, for raising funds for construction and development of Project only. It is being clarified that the Developer shall not create mortgage and/ or charge on the Landowner's Revenue Entitlement. Further, it is clarified that the Landowner's Area Entitlement shall be allotted/allocated to the Landowner free from all the Encumbrances.
2. The Developer shall, at its own cost and expenses, be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said Encumbrance, including to deposit and handover the original title documents of the Project Land and/or this Agreement, as may be required.
3. The Developer shall be responsible for service of all its obligations and to repay the amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/ entity by the Developer in respect of the Project Land/Project for the aforementioned mortgage, charge and/or lien. The Developer shall specifically disclose to the lending banks/ institutions the Landowner's Revenue Entitlement.
4. Subject to Clause 5.1.4 of this Agreement, there shall be no restriction on the Landowner to raise financing on their Landowner's Revenue Entitlement and/or Landowner's Area Entitlement, and the Developer will provide necessary NOCs as may be reasonably requested by the Landowner for the said purposes; provided however that the Developer shall not be obligated to enter into any agreement or arrangement with any lender of the Landowner or mark any lien on the Bank Accounts of the Project in relation to the said finance raised by the Landowner. The Landowner shall be solely responsible for repayment of said finance raised by the Landowner.
5. Without prejudice to the generality of the foregoing, it is clarified that, the Landowner has given its express approval, under this Agreement and the GPA, to the Developer to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage, charge and/or lien on the Project Land. In addition to the above, the Landowner undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and do all such acts, deeds and things as may be required by the Developer to create the said mortgage, charge and or lien, forthwith on being requested by the Developer and shall also make requisite filings in relation to such mortgage, charge and/or lien at the relevant Governmental Authorities including the registrar of companies/ Central Registry of Securitisation Asset Reconstruction and Security Interest of India etc.
6. The Developer shall, at its own costs and expenses, be entitled to obtain the requisite permission/ NOC from the Governmental Authority including HSVP, as may be required, with the assistance of the Landowner, for creating the aforesaid Encumbrance.

1 .ORIGINALS OF TITLE DOCUMENTS AND APPROVALS

2. The Landowner agrees that simultaneous to the execution of this Agreement, all original Title Documents of the Project Land shall be handed over to the Developer and originals of all Approvals obtained so far shall be handed over to the Developer, which shall at all times be in the custody of the Developer alone.

1. In the event, the Landowner receives any original Approvals, permissions, sanctions, no-objections, or any other documents or certificates issued by any Governmental Authority in relation to the Project or the Project Land, it shall immediately, and in any event within 2 (two) days of receipt, hand over the original(s) of such documents to the Developer. The Landowner acknowledges that the Developer is solely entitled for the implementation and compliance of the Project, and it is the rightful entitlement of the Developer to retain custody and possession of original of such Approvals, permissions, sanctions, no-objections, or any other documents or certificates issued by any Governmental Authority.
2. The Landowner shall, upon receipt of any communication, correspondence, notice, demand, or document of any nature whatsoever from any Governmental Authority and/or third party that directly or indirectly relates to the Project Land or the Project, promptly and in any event within 2 (two) days of such receipt, share the same with the Developer. This obligation shall be continuing and material, and the Landowner shall ensure timely and complete disclosure to enable the Developer to take appropriate and necessary action in relation thereto.
3. The Developer shall be entitled to deposit the original Title Documents/ Approvals/ deeds for the purposes of creating the Encumbrance as stated in Clause 10 herein.
4. The Developer shall permit the Landowner's lenders/nominees to inspect the original documents of title (if in the Developer's custody and not deposited by the Developer with its lenders) upon receiving notice from the Landowner in this regard. In the event the Developer has deposited the said documents with its lenders, the Developer shall furnish to the Landowner a copy of the lenders' confirmation regarding the said deposit.

1. MARKETING, BRANDING, SALE AND COMMERCIAL RIGHTS RELATING TO THE PROJECT

notified by the DTCP, as may be amended and supplemented from time to time; and

1.1.38 **"Unit(s)"** mean and refer to any unit and any other areas in the Project as may be developed and constructed or that may be developable in the Project.

2. INTERPRETATION

2.1. In this Agreement, unless the contrary intention appears:

any reference to any statute or statutory provision shall include:

2.1.1. all subordinate legislations made from time to time under that statue or statutory provision (whether or not amended, modified, re-enacted or consolidated); and

2.1.2. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement);

2.2. any reference to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement forms an integral part of this Agreement;

2.3. references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time, in writing;

2.4. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the subclause, paragraph or other provision) in which the expression occurs;

2.5. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;

2.6. headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;

2.7. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

2.8. all the recitals to this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly;

2.9. all references to "day" or "days" shall mean reference to calendar day(s), unless clearly stated as Business Day(s); and

2.10. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. For greater certainty, in interpreting this Agreement, it shall be irrelevant which Party drafted any particular provision thereof.

3. TRANSFER OF DEVELOPMENT RIGHTS

1. **Exclusive Branding Rights:** The Project shall be branded solely [illegible] the De include the Landowner's name as the landowner (i.e. MRG Group) of the Project Land in its marketing collaterals, and shall (i.e. MRG Group) logo on the building developed on the Project Land as per the size and location as may be decided by the aforementioned, the Landowner shall have no right to brand, co-brand, or associate its name with the Project, nor shall it have any the branding, naming, or marketing activities relating to the Project in any manner whatsoever.
2. **Exclusive Marketing and Sales Rights:** The Developer shall have the sole and exclusive right to market, promote, and sell the Project Saleable Area. All decisions relating to branding, marketing, advertising, pricing, product mix, sales strategy, offers, discounts, and positioning shall be taken solely by the Developer at its discretion.
3. **Control Over Marketing Materials:** All Marketing and sales collaterals, brochures, promotional content, signboards, hoardings, digital content, Documents to be executed with Purchasers, including application forms, letters, and agreements shall be prepared and issued by the Developer shall carry only such logos, designs, marks, or brand elements as determined by the Developer. The Landowner shall not prepare, use, distribute, circulate any such material independently.
4. **Restriction on Landowner's Sale Rights:** The Landowner shall not market, advertise, sell, offer, or deal with any part of the Saleable Area directly or indirectly. All such transactions shall be carried out exclusively by or through the Developer.

2. **Naming Rights:** The Developer shall have the exclusive right to decide and finalize the name of the Project, and any changes thereto, without the need for any consultation or approval from the Landowner.
3. **Brand Association:** The Developer has associated its brand with the Project on a non-exclusive, project-specific basis, strictly during the term of this Agreement and solely for the limited purpose of branding and marketing. The Developer's brand may not be used by the Landowner in any other context or form.
4. **Phased Development and Marketing:** The Developer shall have the full right to launch, market, brand, sell, or transfer the Saleable Area in such phases or tranches as it may deem fit.
5. **Advertisement Rights:** All advertisement, marketing, and promotional rights, including media selection, timing, format, layout, design, and content, shall vest exclusively with the Developer. All content shall comply with Applicable Laws and shall be created under the direction of the Developer alone.
6. **Developer Contact and Representation:** The Developer shall decide whether its own contact details or those of its affiliates, agents, or channel partners shall appear on marketing and sales materials.
7. **Marketing Strategy and Commercial Terms:** The Developer shall have complete control over the Marketing strategy for the Project, including the determination of Unit-wise pricing, payment schedules and plans, booking amount and instalment structures, promotional offers and incentives, and Unit Documents and contractual terms. All commercial terms with prospective Purchasers shall be decided solely by the Developer.
8. **Appointment of Channel Partners and Brokers:** The Developer shall have the exclusive right to appoint, engage, or remove channel partners, brokers, agents, marketing agencies, and sales intermediaries on such terms (including commissions and incentives) as it may decide. The Landowner shall have no role or involvement in these engagements.
9. **Collection of Revenue:** The Developer shall be solely entitled to receive and recover all Collections from the Purchasers or prospective purchasers of the Saleable Area.
10. **Documentation for Sale and Transfer:** The Developer shall have the exclusive right to draft, finalize, and execute all the Unit Documents related to the sale or transfer of units in the Project, including application forms, allotment letters, agreement to sell, sale/conveyance deeds, lease agreements, maintenance agreements, and other related documents. The Developer shall negotiate and enter into such agreements independently.
11. **Execution by Developer on Behalf of Landowner:** The Developer shall be entitled to sign, issue, and execute all purchaser documentation both for itself and on behalf of the Landowner, pursuant to the Power of Attorney (GPA). The Developer may include in such documents all representations and warranties made by the Landowner under this Agreement or any other related document.
12. **Obligation of Landowner to Execute Sale Documents:** In the event the Developer requires the Landowner to execute any declaration, sale deed, conveyance deed, or related instrument for transfer of any Saleable Area to a Purchaser, the Landowner shall execute such document within 2 (two) days of written notice from the Developer.
13. **Protection of Developer's Brand and Intellectual Property:** The Landowner acknowledges and agrees that all brands, trademarks, logos, taglines, designs, marketing content, websites, domain names, proprietary data, and any other Intellectual Property (collectively, "**Developer's IP**") used or developed by the Developer in relation to the Project are the sole and exclusive property of the Developer. The Landowner shall not use or reproduce any Developer's IP in any form, register or claim any rights over the Developer's IP or similar marks, create any branding, material, or digital content suggesting association with the Developer and take any action that may damage, dilute, or adversely affect the Developer's IP. The Landowner expressly disclaims any right, title, or interest in the Developer's IP, and these restrictions shall survive termination or expiry of this Agreement.

1. RERA REGISTRATION AND COMPLIANCE

1. The Developer shall have the sole, exclusive, and irrevocable right to take all steps and actions in connection with the registration of the Project under the RERA, as the Developer may deem fit and appropriate, entirely at its discretion. This shall include, without limitation, preparing and submitting all applications, forms, affidavits, undertakings, and disclosures, making periodic updates, renewals, modifications, and carrying out all necessary filings, representations, and compliances under RERA and other Applicable Laws, whether in its own name and/or in the name of the Landowner, as may be legally required.
2. The Landowner expressly agrees and undertakes to extend full cooperation to the Developer and shall, upon written request, promptly provide all necessary documents, declarations, undertakings, affidavits, authorizations, information, and assistance as may be reasonably required by the Developer for the purpose of applying for and maintaining the RERA registration of the Project and for ensuring compliance with all RERA related obligations from time to time.
3. The Developer shall be entitled to register itself as the sole promoter of the Project under RERA. However, if, at any time, the registration of the Landowner as a promoter under RERA is mandated by Applicable Laws or regulatory practice, or is otherwise necessary to facilitate the registration,

3.1. On and from the Execution Date, the Landowner hereby irrevocably grants and transfers the Development Rights for the Project Land, Project FAR (including the TDR FAR) and the entire current and future development potential on the Project Land, to the Developer, on an exclusive basis along with all ancillary and incidental rights that are necessary and/or required by the Developer to construct, develop, manage, undertake, co-ordinate, implement, market and sell the Project, and the Landowner hereby authorize and empower the Developer to develop the Project Land.

3.2. The Project shall be developed in accordance with the Applicable Laws. The Developer is solely entitled to implement and develop the Project and shall have all the rights to decide, manage and undertake the quality, cost, design, layout, aesthetics, construction, implementation, development, marketing and sales of the Project (*including the units and other Saleable Area*) at its own costs and expenses, as per the terms and conditions of this Agreement.

3.3. Simultaneous with the execution of this Agreement, the Landowner has handed over vacant, clear, legal and physical possession of the Project Land to the Developer and the Landowner agrees that the Developer shall have unfettered right to enter the Project Land, directly or through its associates, nominees, Contractors and/ or partners, and to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the Project.

3.4. As of the Execution Date, the Landowner has transferred all of its rights (including the Development Rights) in relation to the Project Land to the Developer. The Landowner shall, from time to time, execute such further documents and do all such acts, as may be required by the Developer, in its sole discretion, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. The Landowner agrees and covenant not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Project Land, in any manner whatsoever.

3.5. The Developer shall be the developer of Project and shall implement, develop, and drive the Project. The Developer i.e. Lodha Developers Limited, shall be responsible for compliance of all the terms and conditions of the Haryana Shehri Vikas Pradhikaran Act, 1977 till the grant of final completion certificate to the colony/ Project.

4. POWER OF ATTORNEY

4.1. Simultaneously with the execution and registration of this Agreement, the Landowner has also executed and registered an irrevocable general power of attorney in favour of the Developer (**"GPA"**) in respect of the Project Land, *inter alia*, to enable the Developer to perform all its obligations and utilise all its entitlements/ benefits/ rights as stated under this Agreement including to sign the allotment and transfer documents in favour of the Purchasers, raise finance by mortgaging the Project Land and/or hypothecate receivables from the Project, etc. The Developer shall be entitled to appoint one or more of its authorised representatives for the exercise of any or all of the powers and authorities under the GPA. It is being clarified that the Developer shall not create mortgage, charge and/ or on the Landowner's entitlement under this Agreement.

4.2. The Landowner agrees and undertakes that the GPA shall be irrevocable and shall not be cancelled, revoked, or modified in any manner. The Landowner further agrees and acknowledges that the GPA has been executed consequent to an interest created in favour of continuation, or compliance of the Project, then the

execute and deliver all applications, undertakings, and documents; (iii) provide all declarations and representations as may

from taking any action that may delay or hinder such registration or compliance process.

4. For the avoidance of doubt, the Developer shall have full control and discretion over all RERA related filings, compliance

disclosures, and communications with authorities, including those made in the name of the Landowner where legally required.

5. The Landowner shall not be liable for any penalty, fine, or liability arising out of or under RERA, except to the extent such liability

Landowner's wilful default, material misrepresentation, or breach of its obligations under this Agreement or under Applicable Laws.

1. COVENANTS AND OBLIGATIONS OF THE LANDOWNER

1. **No Development Risk**: The Landowner shall ensure that no Development Risk of any nature arises in relation to the Project Land or the Project. In event any such risk arises at any time, the Landowner shall, at its sole cost and to the satisfaction of the Developer, promptly cure and resolve the same ensuring that the Developer's rights and entitlements for the construction, development, Marketing, or sale of the Project remains unaffected at all times in any manner whatsoever. The Landowner shall ensure that the Project Land is bounded at all times and there is no nuisance or stoppage of work due to any Development Risk or proceedings from any Governmental Authority such as Income Department or the enforcement directorate, which will prevent the Developer from exercising its rights and entitlements under this Agreement.

In addition to the covenants and obligations set forth elsewhere in this Agreement, the Landowner hereby further undertakes and covenants to comply with the following obligations, at its own sole cost and expense:

1. **Landowner Development Risk Expense**: Without prejudice to the aforementioned obligation of the Landowner to cure the Development Risk, the Landowner shall be responsible for and shall incur directly any expense related to (a) curing of the Development Risk, (b) obtaining the Project FAR and the Revised Zoning Plan and maintaining the same for the life-cycle of the Project; (c) settlement of disputes with the claimants and removal of any other Encumbrance(s) on the Project Land for development, execution and registration of development agreements/ registered documents, (d) maintaining a clear and marketable title to the Project Land free from Encumbrances, encroachment, claims and doubts, and (e) for curing all Litigations, disputes and/or claims pertaining to/ relating to the Project Land for the period prior to the date of registration of this Agreement.
2. **Project FAR**: The Landowner shall ensure that the entire Project FAR is available for the development and construction of the Project at all times. In the event of any impediment, reduction, or deficiency in the Project FAR, the Landowner shall promptly resolve the same, at its own cost and without delay or demur, such that the Developer's rights and entitlements under this Agreement remain intact and fully enforceable.
3. **Good Faith Obligation**: The Landowner shall act in good faith at all times and undertake all reasonable acts and deeds necessary for the benefit of the Project, and to protect and safeguard the rights and entitlements of the Developer and the Purchasers of the Project.
4. **Restriction on Encumbrances**: From the Execution Date and during the subsistence of this Agreement, the Landowner shall not enter into any agreement, arrangement, or understanding that creates, directly or indirectly, any Encumbrance over or in relation to the Project Land (other than as permitted in this Agreement), the Development Rights, and/or the Project including the Project FAR in favour of any Third Party.
5. **No Interference with Development Rights**: The Landowner shall ensure that no person acting under or through it does any act, by commission or omission, that:
6. interferes with, obstructs, or hinders the Developer's exercise of its Development Rights; or
7. adversely affects the Developer's rights or the grant of Development Rights in relation to the Project Land.
   1. **Cooperation and Execution of Documents:**

1. The Landowner shall extend full cooperation and perform all acts reasonably required by the Developer to give effect to the provisions of this Agreement. This includes, without limitation, executing applications, affidavits, plans, and documents, and providing all relevant information in respect of the Project Land or the Project as may be requested by the Developer from time to time.
2. The Landowner shall promptly notify the Developer of any Litigation, investigation, or legal proceeding that may impact the Project Land or the Project. If the Landowner receives any communication, notice, or threat of insolvency, or any notice from any Governmental Authority or third party that may affect the Project or Project Land, such information shall be shared with the Developer within 3 (three) business days of receipt.
3. **Post-Completion Obligations**: Upon completion of the transfer of all units in the Project and the formation of the Purchasers' association or other Common Organization, the Landowner shall, at the request of the Developer, perform all necessary acts for the handover of the Project's maintenance responsibilities. This includes, if required by law, the conveyance of the underlying Project Land and handing over of original Title Documents, Approvals, and other essential documents, for which the Landowner hereby provides its irrevocable consent.

THE SEAL OF THE SUB REGISTRAR WAZIRABAD

1. DEVELOPER'S OBLIGATIONS AND LANDOWNER'S NON-LIABILITY

It is agreed between the Parties that:

1. The Landowner shall not be liable or responsible in any manner for any accident, injury, death, or loss occurring at the Project site during construction or development.
2. The Landowner shall have no liability for any defects in construction, workmanship, materials, structural stability, or quality of the Project.
3. The Landowner shall not be liable for any non-compliance, delay, misrepresentation, or default by the Developer under the RERA or related regulations, to the extent of the Developer's responsibility; however, this does not preclude liability arising due to Development Risk. The Developer shall be liable to bear any

the Developer in the Project Land under this Agreement and it shall be irrevocable, including under Section 202 of the Indian Contract Act, 1872.

4.3. In the event, the GPA is impacted in any manner whatsoever, the Landowner shall immediately cure/ remove/ rectify the said impact in a manner that the rights and entitlements of the Developer under this Agreement continue to be in effect as if such impact on the GPA has not occurred.

5. ACQUISITION OF PROJECT FAR AND APPROVALS

5.1. **Acquisition of TDR FAR** - The Landowner has assured the Developer that the Landowner shall acquire (not from the Project Land itself) and arrange for TDR FAR which can be utilized for development and construction on the Project Land within the timelines and as per the terms and condition set out in this Clause 5.1, either in its own name or through an affiliate. The Landowner shall apply for the TDR FAR certificate on or before January 15, 2026, and shall ensure that the TDR FAR (in the form of TDR certificates in the name of the Landowner) shall be available, free from any Encumbrances, for the construction and development on the Project Land, on or before February 15, 2026. All consideration, costs, and expenses (including stamp duty, registration charges, and applicable taxes, if any) in connection with the acquisition the said TDR FAR, as well as the loading of such TDR FAR on the Project Land, shall be borne solely by the Landowner. It is hereby clarified that all Infrastructure Augmentation Charges (IAC) applicable to or arising from the said TDR FAR shall be borne by the Landowner and External Development Charges (EDC) and IDC (if applicable) for the TDR FAR shall be borne by the Developer.

5.2. **Acquisition of TOD FAR** – Subject to receipt of the TDR certificates in the name of the Landowner as per the timelines mentioned above, the Landowner shall apply to obtain the TOD FAR on or before February 20, 2026. All consideration, costs, and expenses (including applicable taxes, if any) in connection with the acquisition of the said TOD FAR, as well as the loading of such TOD FAR on the Project Land, shall be borne solely by the Landowner. It is hereby clarified that all Infrastructure Augmentation Charges (IAC) applicable to or arising from the said TOD FAR shall be borne by the Landowner and External Development Charges (EDC) and IDC (if applicable) for the TOD FAR shall be borne by the Developer.

5.3. **Layout and Zoning** – The Landowner has at its own costs and expenses obtained the layout and combined zoning for the entire Project Land. A copy of the same is annexed hereto as **Annexure A.** The Landowner shall obtain the revised zoning plan for the Project Land from HSVP, reflecting the updated FAR of 5, comprising of the TOD FAR and the TDR FAR, on or before April 30, 2026 (**"Revised Zoning Plan"**) for which the Landowner shall submit the relevant application on or before February 20, 2026. All cost and expenses for obtaining the Revised Zoning Plan shall be solely borne by the Landowner, without any recourse or liability of the Developer.

5.4. Further Approvals

5.4.1. The Developer shall have the exclusive and irrevocable right to apply for, obtain, and maintain all Approvals (including permissions, consents, no-objection certificates, sanctions, clearances, registrations, licenses, and authorizations) of any nature whatsoever as may be required or deemed necessary by the Developer for the Project including towards planning, development, construction, marketing, and implementation of the Project.

5.4.2. The Developer shall be entitled, in its sole discretion, to undertake and perform all acts, deeds, matters, and things in connection with the procurement of such Approvals, including the right to determine the form, manner, and timing of such applications, and to submit such plans,

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

cost or penalty imposed by RERA in this regard and shall also at its own cost defend the Landowner in any such proceedings
necessary authorizations.

4. The Landowner shall not bear or reimburse any part of the construction costs.
5. The Landowner shall neither be entitled nor responsible for dealing with the Purchasers of the Project.
6. The Landowner shall not be liable to procure any Approvals in respect of the Project other than as specifically provided herein.
7. The Developer shall obtain the registration of the Project under RERA on or before completion of 9 (nine) months period from the date of plan drawings for the Project by DTCP.
8. The Developer shall also obtain the Approvals for construction and development of the Project on the Project Land from the Governmental Authority cost and expenses, except such Approvals that are to be obtained by the Landowner as provided in this Agreement.
9. The Developer shall generate and/or arrange sufficient cash flow for completion of the development of the Project, as per the terms of this Agreement.
10. The Developer shall endeavour and use its best efforts to sell the entire Saleable Area (except Landowner Retail Area Entitlement Clause 6.2.1 above) Project and shall not have the option to retain any portion of the Saleable Area without making payment of the Landowner's Revenue Entitlement for such retained area. In the event the Developer is unable to do so, then the procedure envisaged in Clause 6.2.3 shall be followed to deal with such unsold inventory.
11. The Developer shall utilize 100% of the Project FAR (subject to a deviation of 1% and any deviation in Green FAR) as and when the same is arranged by the Landowner for the development and construction of the Project in accordance with the Applicable Laws and the terms of this Agreement.

1. REPRESENTATIONS & WARRANTIES

1. Each Party hereby represents, warrants and undertakes to the other Party that:
2. it is duly incorporated/ organised and existing under laws of the jurisdiction of its incorporation or organisation;
3. it and its representatives have the power and authority to execute, deliver and perform this Agreement and any other deeds, documents or agreements, contemplated hereunder or pursuant hereto (the "Other Documents") and upon execution and delivery, this Agreement shall constitute a legal and binding obligation on it, which shall be enforceable against it in accordance with its terms;
4. all actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Agreement, have been duly taken and obtained and the same are valid and in full force and effect;
5. the execution, delivery and performance of this Agreement and/or Other Documents by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; (ii) require any consent, approval or action of any Governmental Authority; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgement or decree against or binding upon such Party or upon its securities, properties or businesses; or (v) violate any Applicable Laws; and
6. there are no legal, quasi-legal, administrative, other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending against it which may prejudicially affect the due performance or enforceability of this Agreement and, or Other Documents or any obligation, act, omission or the transaction contemplated hereunder.
7. In addition to the representations and warranties provided by the Landowner elsewhere in this Agreement, the Landowner further represents and warrants to the Developer that:
8. the information specifically set forth in this Agreement (including all information set forth in the Recitals) is true, correct, accurate and complete in all aspects;
9. the Landowner is the absolute landowner of, and has good, valid, clear and marketable title to the Project Land, with unencumbered, unrestricted and uninhibited right of alienation over the Project Land, and there is no impediment or restriction on the Landowner to enter into this Agreement and perform the transaction contemplated hereunder;
10. all the Title Documents have been duly executed, stamped and registered and are legal, valid and subsisting, and originals/ certified copies of all Title Documents are available with the Landowner as more specifically detailed in Schedule III attached hereto;
11. the Landowner has complied with all obligations, terms and conditions provided in the Title Documents including the letter of intent dated January 01, 2025, allotment letter dated April 29, 2025 and the conveyance deed dated December 09, 2025 executed by HSVP in favour of the Landowner, and the same are valid and subsisting and no demands/claims have been received from HSVP challenging the said allotment and conveyance in favour of the Landowner;
12. the Project Land is accurately and properly recorded in the name of the Landowner in the relevant HSVP records;
13. the Landowner is in the actual unfettered physical vacant possession of the Project Land, and the same is duly bound and demarcated and there is no encroachment on the Project Land by any third party whatsoever;
14. other than the bank guarantee for the charges related to internal development works provided/ to be provided in accordance with the letter dated February 9, 2021 issued by the DTCP as referred in the TOD FAR Letter, neither have any bank guarantees been submitted/ issued to HSVP in respect of the Project Land, Development Rights, and, or the Project FAR, nor is there any requirement to submit any bank guarantee to any Governmental Authority including HSVP in relation to the Project Land, Development Rights, and, or the Project FAR;
15. the Landowner has not received any notice or other written communication from any Person (including any Governmental Authority having jurisdiction) in relation to the Project Land including in relation to the Landowner right, title or interest over the Project Land or to the best of Landowner knowledge threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Project Land;
16. the Project Land is not subject to any order, notification, award, proceedings, etc. under applicable land acquisition legislations and the Landowner has not received any notice or intimation in relation to any acquisition proceedings;
17. all dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any Governmental Authority, local authority and/or any civic authorities/agencies industrial associations in respect of the Project Land till the current date, have been duly paid and deposited by the Landowner;

drawings, designs, layouts, or other materials as it deems fit and appropriate for the purpose of obtaining the Approvals. The Developer shall also have the right to sign, execute, deliver, submit, and file any documents, applications, undertakings, declarations, or representations, whether in physical or digital form, with any Governmental Authority, on behalf of the Landowner, deriving authorisations under the GPA.

5.4.3. Without prejudice to the above, the Landowner shall, promptly upon being called upon, render full cooperation and support to the Developer, and shall sign, execute, and deliver such documents, forms, affidavits, undertakings, applications, or authorizations as may be reasonably required by the Developer for the purpose of securing the Approvals.

5.5. **EDC/IDC** - It is agreed that the EDC and IDC already paid by the Landowner to HSVP (other than any penal interest paid by the Landowner on EDC/IDC), shall be reimbursed to the Landowner by the Developer within 2 (two) days of execution of this Agreement. It is further clarified that the EDC and IDC payable in future, if any, shall be solely to the account of Developer and shall be paid directly by the Developer to HSVP.

6. EXCLUSIVE RIGHT OF DEVELOPER TO UNDERTAKE DEVELOPMENT, CONSTRUCTION AND SALE OF THE PROJECT

6.1. The Developer shall have the sole, absolute, and exclusive right, authority, and discretion to undertake, manage, and execute all activities, functions, responsibilities, and decisions relating to the conceptualisation, planning, design, development, construction, Marketing, sale and implementation of the Project on the Project Land, without any requirement of consultation with, or approval, consent, or involvement from, Landowner.

6.2. Without prejudice to the generality of the rights stated above, the Developer shall have the right, in its sole discretion, *inter-alia* to:

(a) Plan, conceptualise, design, and determine the overall vision, layout, positioning, phasing, and execution strategy of the Project;

(b) Appoint and engage any architects, structural engineers, design consultants, master planners, development manager, interior designers, landscape consultants, environmental consultants, legal advisors, and other professionals or agencies, domestic or international, as may be required or deemed necessary for the successful execution of the Project;

(c) Select and finalise all specifications, materials, standards, technologies, finishes, construction methods, amenities, utilities, infrastructure, and services to be provided as part of the Project;

(d) Appoint, replace, or terminate Contractors including sub-contractors, vendors, suppliers, consultants, and service providers for various components of the Project, including civil works, electrical, mechanical, HVAC, fire-fighting, and other allied works;

(e) Obtain, manage, and comply with all permissions, clearances, consents, sanctions, and approvals from competent authorities as may be required for the execution and completion of the Project;

(f) Prepare and modify the construction schedule, implementation timeline, development milestones, and delivery commitments in relation to the Project;

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

18. the Project Land benefits from all permanent and legally enforceable easements and other contractual rights (if any) continued use, enjoyment and maintenance of the Project Land by the Landowner and all such easements and rights are on limitation) do not entitle any Person to terminate, restrict or curtail them or impose any unusual or onerous conditions;
19. there are no encroachments, trespassers, tenants, occupants nor have any rights been created, granted or allowed in favour of any right of way or any easement right, in and passing through the Project Land or any part thereof, either by way of an agreement or court whatsoever;
20. the Landowner is not in default of any approval which was granted to the Landowner and no notice of any such default has been received by from any Governmental Authority;
21. there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other Governmental Authority, preventing or undertaking of any development on the Project Land or any part thereof.
22. the Project Land nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones/ conservation zone or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Project Land, in any manner and no notice has been received from any Governmental Authority in this regard;
23. neither the Project Land nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body, and the Project Land is not affected by any development plan reservation and there are no impediments, prohibitions or restrictions upon the present or future development of the Project Land including any restriction on the height of buildings/ structures on the Project Land as contemplated herein;
24. the Project can be developed and constructed on the Project Land and there are no impediments or circumstances which shall hinder, interrupt, restrict the development of the Project on the Project Land or adversely affect the Project in any manner;
25. the Project Land is vacant, contiguous and is not waterlogged;
26. the Project Land nor any part thereof forms part of any road/ rasta (including any panchayat road/ rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta/ private rasta) passing through it or affecting the contiguity of the Project Land in any manner;
27. the Project Land nor any part thereof forms part of any grave, temple, architectural monument or has any nallah, high tension wire or gas/ oil pipeline passing through it, nor is it or ever has been utilised for any religious purpose;
28. there is no electrical line, sewage line, water pipe, etc. or any kind of line/pipe of any nature whatsoever, not belonging or forming part of the Project, passing through the Project Land;
29. the Project Land has a direct frontage and access from 18 meter road as demarcated in Schedule II hereto and such access to the Project Land is not hindered or interrupted in any manner;
30. the Landowner is not nor have been in breach or in violation of any land ceiling legislations under Applicable Laws, in relation to the Project Land and no proceedings is pending in relation thereto;
31. there is no covenant, restriction, burden or stipulation affecting the Project Land which conflicts with its present use or the intended use in terms of this Agreement or affects its value;
32. the Landowner has (i) not entered into any agreement to sell, development agreement, collaboration agreement or any other agreement for selling, transferring, disposing off or creating any right either in the whole or in any part of the Project Land with any Third Party/ies; (ii) not accepted any advance/ part consideration in respect of the Project Land from any third party; (iii) not executed any contract due to which an action or to the best of its knowledge threatened action is pending, or which affects or is likely to affect the title, interest or right of the Landowner in or to the Project Land;
33. the Project Land is not subject matter or any attachment or inquiry or proceedings pending with any court, enforcement directorate, or the Income Tax department nor are there any such proceedings pending against the Landowner, nor are they aware of any existing circumstance on account of which the Project Land could be attached nor have the Landowner received any notice with respect to the Project Land from any Governmental Authorities or any Third Parties;
34. there are no Encumbrances on the Project Land and the Landowner has not entered into any agreement or arrangement or contract the performance or non-performance of any of which could lead to any creation of Encumbrances on the Project Land or any part thereof and the Landowner has not in any way encumbered or agreed to create any Encumbrance on the Project Land or any part thereof;
35. (i) the Landowner has not omitted to disclose to the Developer any fact in respect of the Project Land (ii) all correspondences between the Landowner and any Governmental Authority in relation to the Project Land and/or the Project have been shared by the Landowner with the Developer, (iii) all information in relation to the transactions contemplated herein which would be relevant to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed by the Landowner and continues to be, true, complete and accurate in all respects and not misleading in any manner;
36. the Project Land is demarcated and surveyed by the concerned Governmental Authority and there are no disputes vis-à-vis boundaries of the Project Land with any of the adjoining landowner;
37. the Landowner has complied with and is in compliance with the terms and conditions of the Approvals obtained for the Project including the Revised Zoning Plan etc, and the Project can developed on the Project Land, and the present land use and transaction contemplated herein adheres to permitted use and development specified in the Zoning approved for the Project Land.
38. the Landowner has paid up to the date hereof all property taxes, rates, duties, cesses, levies including N.A. assessments, EDC/ IDC dues (if any), other assessments, water charges, electricity charges or any other amount payable to any authority in respect of the Project Land and/or the Project and there are no taxes, charges or payments in relation to the Project Land and/or the Project which are pending as on the Execution Date; and
39. there are no tenants or occupants, or any rights created in favour of Third Parties with respect to the Project Land or any part thereof.
40. Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
41. The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by Landowner and/or the Developer herein, to become untrue or inaccurate or misleading, at any point of time.

SUB REGISTRAR WAZIRABAD

(g) Undertake all day-to-day management, coordination, supervision, and oversight of on-site construction and development activities;

(h) Make all commercial, design, technical, and operational decisions in connection with the Project, including quality control, procurement, logistics, safety protocols, and workforce management; and

(i) Exercise all rights and perform all obligations necessary or incidental to the successful development and delivery of the Project in accordance with Applicable Laws.

6.3. It is expressly clarified that the Landowner shall not have any right, role, authority, or claim to participate in, interfere with, or otherwise influence any aspect of the development, construction, or execution of the Project. The Developer shall be entitled to carry out all such activities autonomously and without reference to the Landowner.

6.4. The Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Project Land and exercise of its Development Rights; (ii) interactions with any Governmental Authorities or any other person in respect of any acts, deeds, matters and things which may be done or incurred by; and (iii) signing all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be required from time to time.

6.5. The Developer shall be entitled to hire and appoint all contractors, architects, consultants, technicians, engineers, employees, brokers, advertisers, labourers, workmen and supervisors for development of the Project Land, at its own cost and expense.

6.6. The Developer shall have the sole, exclusive, and absolute right and authority to undertake and control all activities related to the sale, Marketing, and commercialisation of the Project or any part thereof, including residential units, commercial spaces, amenities, or any other saleable components developed on the Project Land. The Developer shall be entitled to exercise such rights independently, at its own discretion and without any requirement for consultation with, or approval from, the Landowner.

6.7. Without limiting the generality of the foregoing, the Developer shall have the full right *inter-alia* to:

(a) Determine the timing of launch, pre-launch, re-launch, or phased launch of the Project or any portion thereof;

(b) Fix, modify, or revise the pricing of any Unit in the Project, including but not limited to the base sale price, per square foot rate, preferential location charges, parking charges, and other price components;

(c) Design and implement the overall sales and marketing strategy for the Project, including branding, promotions, advertising campaigns, Purchaser outreach programs, digital marketing, and broker/ channel partner arrangements;

(d) Determine the product mix, configuration, unit size, typology, and packaging of offerings in the Project, including introducing new products or discontinuing existing ones;

(e) Engage with prospective and confirmed Purchaser, negotiate commercial terms, execute bookings, agreements for sale, conveyances, and other Purchaser

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

1. DEVELOPER'S STEP-IN RIGHTS

In the event, (a) any of the representations/ facts relating to the title and possession of the Project Land contained herein, undergo a materia impact the Project cashflows, (b) there arises a Development Risk, (c) the Landowner is in breach of its covenants and obligations under this adversely impacts the Project cashflows, then the Landowner shall be provided a cure period of 60 (sixty) days from the date of written notice by the rectify the remedy such issue to the satisfaction of the Developer. If the Landowner fails to cure the same within the said period, then the Develope right but not an obligation to cure such issue at the sole cost, risk and expense of the Landowner and charge a Landowner's responsibility fulfilment on the amounts required to be spent for the said cure (i.e. total =115% of the actual costs). In case, the said amounts are not paid by the Lando Developer within a period of 15 (fifteen) days from a demand being made by the Developer, then the Landowner shall be liable to reimburse the said amoun with an interest of 18% per annum accrued monthly from the date on which such payment is made by the Developer till the date of receipt of the entire amount from the Landowner. Without prejudice to the other rights and remedies available to the Developer, the Developer shall also be entitled to adjust the amounts from the Landowner's Revenue Entitlement. The exercise of aforementioned right of the Developer shall be at the sole discretion of the Developer and without prejudice to the other rights and remedies of the Developer under the Applicable Laws and this Agreement including the right to terminate this Agreement.

1. INDEMNITY

1. The Landowner shall indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers and employees (collectively referred to as the "Indemnified Party"), forthwith upon demand and from time to time, against any losses, expenses, claims, costs and damages (excluding indirect losses), arising from or in relation to or as a result of:
2. any inaccuracy, misrepresentation or breach of the representations, warranties and covenants of the Landowner under this Agreement;
3. any Encumbrance of any nature whatsoever in respect of Project and the Project Land (except those created in accordance with this Agreement);
4. any Development Risk on the Project and the Project Land;
5. any breach of Applicable Laws by the Landowner in respect of this Agreement or in relation to the Project, the Project Land or the transactions set forth hereunder;
6. any reduction in the Project FAR; and
7. any impediments on the exercise of Development Rights that are vested in favour of the Developer.
    1. The indemnification rights of the Developer under this Agreement are independent of, and in addition to, such other rights and remedies as the Developer may have under Applicable Laws or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

THE SEAL OF THE SUB REGISTRAR

1. SPECIFIC PERFORMANCE

The Parties to this Agreement agree that, notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall 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 may 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, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

1. TERMINATION

1. This Agreement shall be interminable and irrevocable unless if otherwise agreed between the Parties in writing.

2. DISPUTE RESOLUTION

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination (a "Dispute"), either Party may refer the Dispute to arbitration to be conducted by a sole arbitrator to be appointed mutually by the Parties within 15 (fifteen) days of a Party raising the Dispute, failing which it shall be appointed as per the rules of the Mumbai Centre for International Arbitration ("MCIA"). The seat and venue of the arbitration shall be Delhi. The arbitration proceedings shall be conducted in the English language. The Rules of MCIA shall govern the proceedings of such arbitration. This Agreement shall be governed by the laws of India and subject to the foregoing, courts in Delhi shall have exclusive jurisdiction over the matters arising from this Agreement.

1. CONFIDENTIALITY AND NON-DISCLOSURE

2.

1. Each Party shall, and shall cause its employees and agent to keep secret all confidential information shared with it by any other Party ("Confidential Information") confidential and shall not, without the prior written consent of the relevant other Party, divulge the Confidential Information to any other Person or use the Confidential Information other than for carrying out the purposes of this Agreement. Provided that, the below information shall not be treated as confidential information:

3. that is disclosed with the prior consent of the Party who provided the information;
4. that is already in the public domain other than by breach of this Agreement;
5. that is acquired by a Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such information confidential; and

documentation; and

(f) Collect and receive all amounts payable by Purchasers towards the gross sales price, Pass Through Charges (including but not limited to statutory levies, maintenance charges, and registration costs), and any other amounts due from the Purchasers, in such manner, timelines, and into such bank account(s) of the Developer as the Developer may, in its sole discretion, determine to be fit and appropriate.

6.8. All proceeds from the sale of the Units/ saleable area in the Project shall belong solely to the Developer, subject only to the Landowner's Revenue Entitlement or payment obligations expressly set out elsewhere in this Agreement. The Landowner shall have no right, claim, title, or interest in any aspect of the Marketing, sale, or Purchaser dealings, and shall not be entitled to interfere in or question any decision made by the Developer in this regard.

6.9. The Landowner further covenants to provide all necessary cooperation and support, including signing any documentation that may be required to facilitate the sale, registration, or possession of Units by the Purchasers, and to give effect to the Development Rights under this Agreement.

6.10. **Right to sign necessary documents –**

(a) The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/ with the Purchasers of the Project, including but not limited to, application forms, provisional/ final allotment letters, apartment/ unit buyer agreements, agreement to sell, sale/ conveyance deeds/ lease deeds, license agreements, maintenance agreements and others as the Developer may consider appropriate as per Applicable Laws (collectively "**Unit Documents**"). The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such Unit Documents with the Purchasers.

(b) The Developer shall be entitled to sign/ execute/ register/ issue the Unit Documents for itself and on behalf of the Landowner, deriving authorizations from the GPA. In the said Unit Documents, the Developer shall be entitled to provide on behalf of Landowner all such representations to the Purchasers that have been represented by Landowner to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project.

(c) In the event the Developer requires the Landowner to execute any deed of declaration/ sale deed/ conveyance deed or any other document/ Unit Documents in favour of Purchaser, then the Landowner shall execute the same within 15 (fifteen) days of receiving intimation in this regard from the Developer.

6.11. **Funding for obligations –** The Parties agree that all financing cost and responsibility for the DSPE is on the Developer and for the LOSPE (if any) is on the Landowner. Apart from the aforementioned, if any Party agrees to fund other Party's financial liability, then unless specifically provided otherwise in this Agreement, the Party funding such financial liability shall charge an interest at the rate of 18% per annum accrued monthly. It is clarified that providing such funding shall not be an obligation of either Party under any situation and shall be at the sole discretion of the other Party and can be exercised by either Party to ensure timely progress of the Project.

7. REFUNDABLE DEPOSIT

7.1. The Developer has agreed to pay an interest-free refundable deposit equivalent to Rs.

6. that was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party.

1. The Parties shall be entitled to share the Confidential Information with its employees, advisors and consultants on a need-to-
are bound by the same confidentiality obligations as set forth in this Agreement. Notwithstanding the aforementioned, each Party
disclose the Confidential Information (a) with its shareholders, investors, bankers/ lenders, to the extent required to be disclosed in
contractual obligations (b) before a court of law/ administrative authority pursuant to a judicial or regulatory process or in connection
action/suit/proceeding arising out of or relating to this Agreement, and/or (c) compliance with the Applicable Laws.

7. In the event that for any reason this Agreement is terminated, and the transactions contemplated hereby are not implemented, each Party shall
destroy/ return any and all documents and information constituting part of the Confidential Information, if any, in its possession to the other Party.

8. No formal or informal public announcement or press release which makes reference to the Developer or the terms and conditions of this Agreement or
the matters referred to herein, shall be made or issued by or on behalf of any Party to this Agreement without the Developer's written consent. If any Party
obliged to make or issue any announcement or press release required under the Applicable Laws or by any Governmental Authority, it shall seek the approval
of the Developer for the announcement or release before it is made or issued.

1. NOTICES

1. The notices to be sent to the Parties shall be as follows:
2. Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or
at such other address as the Parties may from time to time designated in writing:

For Landowner: Acquisitive Infradevelopers Private Limited
Address: 9th floor, IREO Grand view tower, Sector 58, Gurugram 122002
Kind Attention: Mr. Rajath Goel
Email: compliances@mrggroupindia.com
For Developer: Lodha Developers Limited (formerly known as '*Macrotech Developers Limited*)
Address: 412, Floor-4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra - 400001
Kind Attention: Mr. Roop Singh Jadon; Mr. Rohit Nanda
Email: roopsingh.jadon@lodhagroup.com;
rohit.nanda@lodhagroup.com

THE SEAL OF THE SUB REGISTRAR WAZIRABAD

1. Any notice or other communication shall be sent by courier or registered post with acknowledgement of receipt or by hand delivery or by e-mail.
2. All notices referred to this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail with
acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (ii) if sent by e-mail, at the time of confirmation of
transmission recorded on the sender's computer.
   1. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 23, by giving the other
Parties written notice of the new address in the manner set forth above.

1. OTHER TERMS

Bankruptcy, Liquidation, and/or Winding Up. It is the clear intent of the Parties that the rights and interests being granted, assigned, and vested in favour of the
Developer under this Agreement and the GPA, are irrevocable, binding, and constitute a valid and enforceable interest in the Project Land and all rights/
benefits appurtenant thereto, as interest in an immovable property is recognized under Applicable Laws. It is the clear intent of the Parties that the rights and
interests of the Developer are of the nature that should not be affected, impaired, suspended or revoked in any manner whatsoever, including upon the
occurrence of any bankruptcy, insolvency, liquidation, dissolution, or winding up (whether voluntary or involuntary) of the Landowner, or any proceedings or
events in relation thereto. It is also clear intent of the Parties that in such circumstances, the rights and entitlements of the Landowner shall stand limited
strictly to the consideration payable to them under this Agreement, and the Developer shall continue to hold and exercise its rights, interests, and entitlements
in the Project and Project Land fully and without any interruption, dilution, or reversion. It is clear intent of the Parties that the interest and rights vested in
favour of the Developer under this Agreement creates such overriding and continuing interest in favour of the Developer, which shall survive any such adverse
events affecting the Landowner.

2. **EntireAgreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral
or written representations and agreements.
3. **Binding Agreement.** This Agreement shall be equally binding and enforceable against the Parties hereto.
4. **Survival.** The provisions of Clause 1 (*Definitions*), Clause 2 (*Interpretation*), Clause 16 (*Representations & Warranties*), Clause 18 (*Indemnity*), Clause 20
(*Termination*), Clause 21 (*Dispute Resolution*), Clause 22 (*Confidentiality and Non-Disclosure*), Clause 23 (*Notices*) and this Clause 24.4 and any other
provisions as may be applicable or relevant thereto together with such provisions which expressly or by implication survive termination, shall survive
termination of this Agreement.
5. **Amendment.** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

80,00,00,000/- (Indian Rupees Eighty Crores Only) ("**Refundable Deposit**"), subject to and in accordance with the terms of this Agreement. The Refundable Deposit shall be released by the Developer to the Landowner in 3 tranches in the below order of payment, based on the fulfilment of specific conditions precedent as set out below. Each tranche is sequential in nature and is not independent of the completion of the condition precedent related to prior tranches.

7.1.1. **Tranche 1** – Rs. 1,00,00,000/- (Indian Rupees One Crore Only) has been paid by the Developer to the Landowner on July 17, 2025, by way of RTGS bearing no. ICICR52025071700231008/Kotak Mahindra/Acquisitive Infradevelopers Private. The Landowner confirms and acknowledges the receipt of the same.

7.1.2. **Tranche 2** – Rs. 60,00,00,000/- (Indian Rupees Sixty Crores Only) has been paid by the Developer to the Landowner, by way of RTGS (i) dated November 27, 2025 for an amount of Rs. 20,00,00,000/- (Rupees Twenty Crores Only) bearing reference number RTGS: ICICR52025112700278316/KOTAK MAHINDRA /ACQUISITION INFRADEVELOPOERS PVT LT; and (ii) dated November 27, 2025 for an amount of Rs. 40,00,00,000/- (Rupees Forty Crores Only) bearing reference number RTGS:ICICR52025112700278855/KOTAK MAHINDRA /ACQUISITION INFRADEVELOPOERS PVT LT. The Landowner confirms and acknowledges the receipt of the same.

7.1.3. **Tranche 3** – Rs. 19,00,00,000/- (Indian Rupees Nineteen Crores Only) shall be paid by the Developer to the Landowner in the following two sub tranches:

(a) First sub tranche of Rs. 9,00,00,000/- (Indian Rupees Nine Crores Only) shall be paid by the Developer upon submission of the applications by the Landowner for receipt of the TOD FAR and the Revised Zoning Plan; and

(b) Second sub tranche of Rs. 10,00,00,000/- (Indian Rupees Ten Crores Only) shall be paid by the Developer upon receipt of the building plan approval for the Project (basis the designs submitted by the Developer).

The Developer shall be solely entitled to undertake modifications to its building plan drawings, if any changes are required by HSVP to the building plan drawings submitted by the Developer.

7.2. The Refundable Deposit shall be repaid by the Landowner to the Developer by way of adjustments as stated in Clause 8.1.2 and Clause 8.1.4 below.

7.3. The Landowner hereby agrees, confirms and undertakes that deposit and the payment of the Refundable Deposit in the manner as set out above constitutes a valid discharge of all obligations of the Developer with respect to the payment of the Refundable Deposit, and nothing more shall be due or payable by the Developer on account of the Refundable Deposit.

8. CONSIDERATION

In consideration of the irrevocable grant and transfer to the Developer of the exclusive Development Rights to the Project Land, along with all ancillary and incidental rights that are necessary and/or required by the Developer to construct, develop, manage, undertake, co-ordinate, implement, market and sell the Project on the terms and conditions of this Agreement, free from any and all Encumbrances, the Developer agrees to pay/ has paid the following amounts to the Landowner, as the case maybe (collectively "**Consideration**"):

6. **Force majeure.** All obligations of either Party under this Agreement will be suspended for so long as and only to the extent
prevented by reason of Force Majeure. In the case of suspension by reason of Force Majeure, the affected Party will promptly notify
reasonable efforts to remedy the Force Majeure event as soon as possible.

1. Severability

1. If any of the provisions of this Agreement or part thereof may be constructed in more than one way, one of which would render the provision
otherwise voidable or unenforceable, such provision or part thereof shall have the meaning that renders it valid and enforceable.
2. In the event any Governmental Authority determines that any provision in this Agreement or part thereof is not enforceable as written, the Parties agree that
such provision shall be amended so that it is enforceable to the fullest extent permissible under the Applicable Laws of the jurisdiction in which enforcement is
sought, and affords the Parties to the maximum extent possible, the same basic rights and obligations and has the same economic effect as prior to
amendment.
3. In the event that any of the provisions of this Agreement or part thereof is found to be void, but would be valid if some part thereof was deleted or the scope,
period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of
application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the Applicable
Laws or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original
provisions would stand renewed and be effective to their original extent from the date of such revocation/ removal or diminution (as the case may be).
   1. **Waivers and Cumulative Rights and Remedies.** No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or
pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any
subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or
any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such
Party considers appropriate and are in addition to its rights and remedies under the Applicable Laws.
4. **Assignment.** Neither Party shall be entitled to assign its rights and obligations under this Agreement except to the extent provided herein. Notwithstanding
anything contained herein it is clarified that same is not prejudicial to either Party's right to create mortgage/ hypothecate their entitlements under this
Agreement. The Landowner shall ensure that the shareholding and/or control of the Landowner (existing as of the date of execution of this Agreement) is not
changed/ transferred to any third party during the life cycle of the Project, however transfer of shareholding within the blood relation of the existing
shareholders/ promotors can be made with written intimation to the Developer and after obtaining consents from HSVP (if applicable).
5. **No Partnership; Principal-to-Principal.** This Agreement is entered into on a strictly principal-to-principal basis and nothing contained herein shall be deemed to
create any partnership between the Parties.
6. **Acknowledgement.** Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has
sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against
either Party due to that Party's drafting of such documents.
7. **Costs.** Subject to the terms of this Agreement, each Party shall bear its own costs and expenses (including legal costs) incurred in negotiating and execution
of this Agreement.
8. **Stamp Duty and Taxes.** Stamp duty and statutory registration fee on this Agreement and the GPA, shall be borne by the Developer. Each Party shall be
responsible for its own tax liability for incomes received and/or gains arising as a result hereof.
9. **No modification, alteration:** 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 HSVP shall be obtained.

[Signature page follo

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS JOINT DEVELOPMENT AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

For the Landowner i.e. **ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED**

Signed and delivered by Mr. Rajath Goel, as authorised representative of **ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED** duly authorised vide a
resolution dated November 13, 2025

For the Developer i.e. **LODHA DEVELOPERS LIMITED**

Signed and delivered by Mr. Amandeep Singh, as authorised representative of **LODHA DEVELOPERS LIMITED** duly authorised vide a resolution dated November
13, 2025.

Witness 1.

Witness 2.

THE SEAL OF THE SUB REGISTRAR WAZIRABAD

SCHEDULE I

Details of the Project Land

8.1. **Revenue Entitlement**

8.1.1 The Landowner shall be entitled to receive 48% of the Net Sales Revenue generated from the Project in the manner provided herein and subject to the adjustments stated in this Agreement (**"Landowner's Revenue Entitlement"**).

8.1.2 **Disbursement:** On and from the launch of the Project and at the end of every calendar quarter, the Landowner's Revenue Entitlement shall be distributed to the Landowner in a bank account intimated by the Landowner, after adjusting the LOSPE. It is being clarified that any distribution to the Landowner shall happen after adjusting the Landowner's share of the Project Expenses i.e. LOSPE, and other adjustments as per Clause 8.1.4 below.

8.1.3 For administrative convenience, on and from the launch of the Project, the Landowner's Revenue Entitlement for a given financial quarter after adjusting all cancellations/ repayments/ refunds to the Purchasers for the said financial quarter, shall be payable by the 5th Business Day of commencement of the next financial quarter (subject to adjustments in accordance with the terms of this Agreement), irrespective of the available balance in the bank accounts of the Project. In the event of delay in payment of the Landowner's Revenue Entitlement beyond the stipulated timeline, the Landowner shall provide a grace period of 5 (five) Business Days, and thereafter, the Developer shall pay interest at the rate of 18% (eighteen percent) per annum on the delayed amount for the period of such delay, calculated on a daily basis from the date of default until the date of actual payment.

8.1.4 **Adjustment**

8.1.4.1 It is agreed that 50% of the Landowner's Revenue Entitlement payable to the Landowner shall be utilised for refund of the Refundable Deposit to the Developer till entire Refundable Deposit gets recovered by the Developer and accordingly the Developer shall be entitled to retain the same. Whereafter, the remaining Landowner's Revenue Entitlement shall be disbursed in entirety to the Landowner subject to other adjustments as per the terms of this Agreement, in the manner stated above.

8.1.4.2 In the event, (a) there exists a Development Risk, and/or (b) the Landowner is in breach of any of its obligations set forth under this Agreement, and/or (c) fails to incur the LOSPE or the Landowners Development Risk Expense, then the Developer shall have a right to hold payment of the Consideration, till such time the aforesaid is rectified/ paid, or adjust the costs and expenses incurred by the Developer in this regard from the Consideration payable to the Landowner in the event the Developer decides to step-in in accordance with Clause 17 below and rectify the aforesaid Development Risk/ breach, at the cost and expense of the Landowner. Provided, however, that in case of a Third Party notice from a claimant (except from a Governmental Authority) received by the Landowner or the Developer which constitutes a Development Risk, but the mere receipt of such notice does not impair the rights of the Developer under this Agreement, the Developer will not withhold the disbursement of consideration towards Landowner's Revenue Entitlement till such time any litigation is initiated by the said claimant.

8.1.4.3 The Landowner agrees and assures the Developer that the entire Refundable Deposit and, or any LOSPE incurred by the Developer along with interest thereon, and, or any other amounts payable to the Developer as per Clauses 5.1, 8.1.4.1 and 8.1.4.2 above, shall be excluded from any charge or lien or hypothecation of any manner whatsoever created by the Landowner in respect of its receivables under this Agreement. The Landowner shall specifically disclose the said rights of recovery/ adjustments by the Developer from the Landowner's Revenue Entitlement to its lenders/ banks. Any such charge/ lien/ hypothecation / security created on the Landowner's Revenue Entitlement to the extent of said amounts shall be void ab initio.

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

All pieces and parcels of land admeasuring 4,843.03 square meter, comprised in Survey No. 28, Urban Haryana.

[This space has been left blank intentionally]

SCHEDULE II

[To be inserted]

[This space has been left blank intentionally]

SCHEDULE III

List of Title Documents

S.No	Title Document
1.	Allotment letter dated April 29, 2025.
1.	Possession certificate dated June 04, 2025.
1.	Letter dated June 24, 2025 for the approval of the zoning plan.
1.	Conveyance Deed dated December 09, 2025 executed by HSVP in favour of the Landowner.

[This space has been left blank intentionally]

SCHEDULE IV

Details of EDC/ IDC Payments

[To be inserted]

[This space has been left blank intentionally]

ANNEXURE A

Zoning Plan

[attached separately]

[This space has been left blank intentionally]

ANNEXURE B

[attached separately]

Consent Letter

[attached separately]

[This space has been left blank intentionally]

---

[1] For clarity: Any GST payable at the time of occupation certificate of the Project will be borne and paid by the respective Parties as per their revenue entitlement under this Agreement.

The said adjustment of the Landowner's Revenue Entitlement shall be in priority to all payments that are to be made to Landowner under this Agreement, without any claim, set-off or protest by the Landowner. Landowner shall neither have nor shall assert any claim or make any set-off or protest against said recovery by the Developer.

8.1.5 The Developer shall be entitled to deduct TDS (applicable tax at source) from the Landowner's Revenue Entitlement as and when the same is paid to the Landowner or adjusted against Refundable Deposit. Any GST (goods and services tax) if payable in relation to the Agreement[1] and the entitlements of each Party under this Agreement will be borne by respective Parties for their respective share/ entitlements.

8.2 Area Entitlement

8.2.1 In the event, the Developer retains the retail area constructed and developed in the Project (**"Retail Area"**), the Landowner will be given an option for allotment of a part of such Retail Area in proportion to the Landowner's Revenue Entitlement as mentioned above, free from all the Encumbrances (**"Landowner Retail Area Entitlement"**). The Landowner will pay the Developer the applicable GST, and other Pass Through Charges (including EDC/ IDC, if any) for the said Landowner Retail Area Entitlement and Parties will finalize the most tax efficient structure for the said allotment of the Landowner Retail Area Entitlement.

8.2.2 The leasing as well as the sale rights on the complete Retail Area (including the Landowner Retail Area Entitlement) will be with the Developer.

However, if the Landowner wishes to sell the Landowner Retail Area Entitlement and the Developer is unable to sell the Landowner Retail Area Entitlement within 24 (twenty four) months of the Occupation Certificate of the Project, then the Landowner will have the right to sell the Landowner Retail Area Entitlement in the open market while the Developer will retain the leasing rights on the said Landowner Retail Area Entitlement. Further, irrespective of whether the Landowner retains the Landowner Retail Area Entitlement or sells in the open market through the Developer or on its own, and the Developer is unable to lease the said retail area till 24 (twenty four) months of the Occupation Certificate of the Project, while exercising the leasing rights, then the Developer will allow the Landowner or the allottees, as the case may be, to lease their respective Retail Area.

8.2.3 In the event, all the inventory (except Retail Area in the Project retained in terms of Clause 8.2.1 above) is not sold within 24 (twenty four) months from the date of receipt of the Occupation Certificate of the Project, then the Developer may at its option, allocate/ allot the unsold area in the Project to the Landowner in proportion to its Landowner's Revenue Entitlement as mentioned above (**"Landowner Unsold Area Entitlement"**) or give an imputed revenue share in the unsold area. The unsold area will be valued at past 6 (six) months average sale price achieved in the Project. However, in case there are no significant sales in the past 6 (six) months to arrive at the average sales price to impute the revenue share in the unsold areas, then Landowner will have an option to either accept the revenue share in the unsold area as estimated by the Developer or request the Developer to allot the unsold area in proportion to its Landowner's Revenue Entitlement as mentioned above, such allotment to be based on mutual agreement between the Parties. In such a case, the Landowner will pay the Developer the applicable GST, and other Pass-Through Charges (including EDC/ IDC, if any) for the said Landowner Unsold Area Entitlement. It is clarified that upon said allocation/ allotment of the Landowner Unsold Area Entitlement in the Project to the Landowner as per this Clause 8.2.3, the Landowner shall not be required to be paid any Landowner's Revenue Entitlement on such portion of the Project allotted/ allocated to the Landowner.

---

[1] For clarity: Any GST payable at the time of occupation certificate of the Project will be borne and paid by the respective Parties as per their revenue entitlement under this Agreement.

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRA DEVELOPERS PVT. LTD.

First Party (दस्तकर्ता)

Second Party (दावेदार)

Witness (गवाह)

Jasmin

यह प्रलेख आज दिनांक 17-12-2025 दिन बुधवार समय 04:12:45 PM बजे ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED निवासी Chakarpur (04085) द्वारा पंजीकरण हेतु प्रस्तुत किया गया.

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

उपरोक्त प्रस्तुतकर्ता ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED, LODHA DEVELOPERS LIMITED हाजिर है। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने [illegible] विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी JASMINE SINGH Wife (पत्नी) SUDEEP AWASTHI, निवासी :- 806 B BROTHERS APARTMENT SECTOR 55 GURUGRAM HARYANA; HARBIR SINGH Son (पुत्र) TEJRAM, निवासी :- 1063 NEAR HANUMAN MANDIR PALI FARIDABAD HARYANA ने की। साक्षी न. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न. 2 की पहचान करता है।

दिनांक 17-12-2025

संयुक्त/ उप पंजीयन अधिकारी, Wazirabad

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 16365 आज दिनांक 17-12-2025 को बही न. 1 जिल्द न. 1312473 के पृष्ठ न. 99 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या ___ जिल्द नं ___ के पृष्ठ संख्या ___ से ___ पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 17-12-2025

संयुक्त/ उप पंजीयन अधिकारी, Wazirabad

अस्वीकरण (Disclaimer) :-

1. Registration of a document does not automatically validate the title of the property in case of any dispute regarding title arises after registration, remedy lies with the Civil Court under Section 13 of the Specific Relief Act, 1963.
2. No Registering officer shall be liable to any suit, claim or demand by reason of anything in good faith done or refused in his official capacity, under section 86 of The Registration Act, 1908.
3. If the EXECUTANT/CLAIMANT/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज का पंजीकरण स्वतः यह प्रमाणित नहीं करता कि संपत्ति का शीर्षक (मालिकाना हक) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के तहत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अनुसार, कोई भी पंजीकरण अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सद्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि निष्पादनकर्ता/दावेदार/गवाह/पहचानकर्ता दस्तावेज से संबंधित जानबूझ कर कोई भी गलत जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अंतर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 17-12-2025

संयुक्त/ उप पंजीयन अधिकारी, Wazirabad

8.2.4 Any sale/ transfer or creation of third-party rights by the Landowner over the Landowner's Area Entitlement shall be strictly in accordance with RERA and subject to there being no monetary impact or obligation on the Developer in relation to said sale/ transfer including for compliance of RERA.

8.2.5 The Landowner shall be responsible for payment of all taxes, statutory charges including stamp duty and registration fee, as may be applicable to effectuate the said transfer/ handover of units comprised in Landowner's Area Entitlement by the Developer. It is being clarified that the Landowner's Area Entitlement shall be handed over free of any mortgage/ charge created by the Developer in favour of its lender/ bank.

9. COLLECTIONS AND BANK ACCOUNTS

9.1 The Developer shall have the exclusive right to collect all revenues and receivables from the Purchasers of the Units in the Project, including the entire Collection from the Project.

9.2 The Developer shall be entitled to retain the entire Net Sales Revenue and any Pass-Through Charges and shall only be obligated to pay the Landowner's Revenue Entitlement therefrom in the manner set out in Clause 8.1 above. The Developer shall utilize the Pass-Through Charges for the purposes the same have been collected for.

9.3 The Developer shall have the right to open, own, and operate such bank accounts as it deems necessary or appropriate for the collection and management of the Collection, including but not limited to the master collection account, the RERA-mandated 70% Account and 30% Account.

9.4 All such bank accounts shall be solely controlled and operated by the Developer. Only the Developer's authorized representatives shall be designated as signatories to these bank accounts, with exclusive authority to operate and issue instructions to the relevant banks in relation to such accounts. It is clarified that the Landowner shall have no rights, title, claim, or entitlement of any nature whatsoever over the collections received from the Purchasers of the Project or any Saleable Area, except for the Landowner's Revenue Entitlement as expressly set out in this Agreement.

10. MORTGAGE

10.1 The Developer shall be entitled to create any Encumbrance on the Project Land or part thereof, Development Rights or part thereof, entire development potential of the Project Land including the Project FAR or any part thereof, the current and future constructed area on the same and entire receivables from the Project or the Project Land, for raising funds for construction and development of Project only. It is being clarified that the Developer shall not create mortgage and/ or charge on the Landowner's Revenue Entitlement. Further, it is clarified that the Landowner's Area Entitlement shall be allotted/allocated to the Landowner free from all the Encumbrances.

10.2 The Developer shall, at its own cost and expenses, be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said Encumbrance, including to deposit and handover the original title documents of the Project Land and/or this Agreement, as may be required.

10.3 The Developer shall be responsible for service of all its obligations and to repay the amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/ entity by the Developer

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

in respect of the Project Land/Project for the aforementioned mortgage, charge and/or lien. The Developer shall specifically disclose to the lending banks/ institutions the Landowner's Revenue Entitlement.

10.4 Subject to Clause 8.1.4 of this Agreement, there shall be no restriction on the Landowner to raise financing on their Landowner's Revenue Entitlement and/or Landowner's Area Entitlement, and the Developer will provide necessary NOCs as may be reasonably requested by the Landowner for the said purposes; provided however that the Developer shall not be obligated to enter into any agreement or arrangement with any lender of the Landowner or mark any lien on the Bank Accounts of the Project in relation to the said finance raised by the Landowner. The Landowner shall be solely responsible for repayment of said finance raised by the Landowner.

10.5 Without prejudice to the generality of the foregoing, it is clarified that, the Landowner has given its express approval, under this Agreement and the GPA, to the Developer to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage, charge and/or lien on the Project Land. In addition to the above, the Landowner undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and do all such acts, deeds and things as may be required by the Developer to create the said mortgage, charge and or lien, forthwith on being requested by the Developer and shall also make requisite filings in relation to such mortgage, charge and/or lien at the relevant Governmental Authorities including the registrar of companies/ Central Registry of Securitisation Asset Reconstruction and Security Interest of India etc.

10.6 The Developer shall, at its own costs and expenses, be entitled to obtain the requisite permission/ NOC from the Governmental Authority including HSVP, as may be required, with the assistance of the Landowner, for creating the aforesaid Encumbrance.

11. ORIGINALS OF TITLE DOCUMENTS AND APPROVALS

11.1 The Landowner agrees that simultaneous to the execution of this Agreement, all original Title Documents of the Project Land shall be handed over to the Developer and originals of all Approvals obtained so far shall be handed over to the Developer, which shall at all times be in the custody of the Developer alone.

11.2 In the event, the Landowner receives any original Approvals, permissions, sanctions, no-objections, or any other documents or certificates issued by any Governmental Authority in relation to the Project or the Project Land, it shall immediately, and in any event within 2 (two) days of receipt, hand over the original(s) of such documents to the Developer. The Landowner acknowledges that the Developer is solely entitled for the implementation and compliance of the Project, and it is the rightful entitlement of the Developer to retain custody and possession of original of such Approvals, permissions, sanctions, no-objections, or any other documents or certificates issued by any Governmental Authority.

11.3 The Landowner shall, upon receipt of any communication, correspondence, notice, demand, or document of any nature whatsoever from any Governmental Authority and/or third party that directly or indirectly relates to the Project Land or the Project, promptly and in any event within 2 (two) days of such receipt, share the same with the Developer. This obligation shall be continuing and material, and the Landowner shall ensure timely and complete disclosure to enable the Developer to take appropriate and necessary action in relation thereto.

11.4 The Developer shall be entitled to deposit the original Title Documents/ Approvals/ deeds for the purposes of creating the Encumbrance as stated in Clause 10 herein.

11.5 The Developer shall permit the Landowner's lenders/nominees to inspect the original documents of title (if in the Developer's custody and not deposited by the Developer with its lenders) upon receiving notice from the Landowner in this regard. In the event the Developer has deposited the said documents with its lenders, the Developer shall furnish to the Landowner a copy of the lenders' confirmation regarding the said deposit.

12. MARKETING, BRANDING, SALE AND COMMERCIAL RIGHTS RELATING TO THE PROJECT

12.1 **Exclusive Branding Rights:** The Project shall be branded solely and exclusively under the main 'Lodha' brand of the Developer. The Developer shall include the Landowner's name as the landowner (i.e. MRG Group) of the Project Land in its marketing collaterals, and shall also display the landowner's (i.e. MRG Group) logo on the building developed on the Project Land as per the size and location as may be decided by the Developer. Other than the aforementioned, the Landowner shall have no right to brand, co-brand, or associate its name with the Project, nor shall it have any right to participate in the branding, naming, or marketing activities relating to the Project in any manner whatsoever.

12.2 **Exclusive Marketing and Sales Rights**: The Developer shall have the sole and exclusive right to market, promote, and sell the Project and the entire Saleable Area. All decisions relating to branding, marketing, advertising, pricing, product mix, sales strategy, offers, discounts, and commercial positioning shall be taken solely by the Developer at its discretion.

12.3 **Control Over Marketing Materials**: All Marketing and sales collaterals, brochures, promotional content, signboards, hoardings, digital content, and Unit Documents to be executed with Purchasers, including application forms, letters, and agreements shall be prepared and issued by the Developer and shall carry only such logos, designs, marks, or brand elements as determined by the Developer. The Landowner shall not prepare, use, distribute, or circulate any such material independently.

12.4 **Restriction on Landowner's Sale Rights:** The Landowner shall not market, advertise, sell, offer, or deal with any part of the Saleable Area directly or indirectly. All such transactions shall be carried out exclusively by or through the Developer.

12.5 **Naming Rights**: The Developer shall have the exclusive right to decide and finalize the name of the Project, and any changes thereto, without the need for any consultation or approval from the Landowner.

12.6 **Brand Association**: The Developer has associated its brand with the Project on a non-exclusive, project-specific basis, strictly during the term of this Agreement and solely for the limited purpose of branding and marketing. The Developer's brand may not be used by the Landowner in any other context or form.

12.7 **Phased Development and Marketing:** The Developer shall have the full right to launch, market, brand, sell, or transfer the Saleable Area in such phases or tranches as it may deem fit.

12.8 **Advertisement Rights**: All advertisement, marketing, and promotional rights, including media selection, timing, format, layout, design, and content, shall vest exclusively with the Developer. All content shall comply with Applicable Laws and shall be created under the direction of the Developer alone.

12.9 **Developer Contact and Representation**: The Developer shall decide whether its own contact details or those of its affiliates, agents, or channel partners shall appear on marketing

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

and sales materials.

12.10 **Marketing Strategy and Commercial Terms:** The Developer shall have complete control over the Marketing strategy for the Project, including the determination of Unit-wise pricing, payment schedules and plans, booking amount and instalment structures, promotional offers and incentives, and Unit Documents and contractual terms. All commercial terms with prospective Purchasers shall be decided solely by the Developer.

12.11 **Appointment of Channel Partners and Brokers:** The Developer shall have the exclusive right to appoint, engage, or remove channel partners, brokers, agents, marketing agencies, and sales intermediaries on such terms (including commissions and incentives) as it may decide. The Landowner shall have no role or involvement in these engagements.

12.12 **Collection of Revenue:** The Developer shall be solely entitled to receive and recover all Collections from the Purchasers or prospective purchasers of the Saleable Area.

12.13 **Documentation for Sale and Transfer:** The Developer shall have the exclusive right to draft, finalize, and execute all the Unit Documents related to the sale or transfer of units in the Project, including application forms, allotment letters, agreement to sell, sale/conveyance deeds, lease agreements, maintenance agreements, and other related documents. The Developer shall negotiate and enter into such agreements independently.

12.14 **Execution by Developer on Behalf of Landowner:** The Developer shall be entitled to sign, issue, and execute all purchaser documentation both for itself and on behalf of the Landowner, pursuant to the Power of Attorney (GPA). The Developer may include in such documents all representations and warranties made by the Landowner under this Agreement or any other related document.

12.15 **Obligation of Landowner to Execute Sale Documents:** In the event the Developer requires the Landowner to execute any declaration, sale deed, conveyance deed, or related instrument for transfer of any Saleable Area to a Purchaser, the Landowner shall execute such document within 2 (two) days of written notice from the Developer.

12.16 **Protection of Developer's Brand and Intellectual Property:** The Landowner acknowledges and agrees that all brands, trademarks, logos, taglines, designs, marketing content, websites, domain names, proprietary data, and any other intellectual property (collectively, "**Developer's IP**") used or developed by the Developer in relation to the Project are the sole and exclusive property of the Developer. The Landowner shall not use or reproduce any Developer's IP in any form, register or claim any rights over the Developer's IP or similar marks, create any branding, material, or digital content suggesting association with the Developer and take any action that may damage, dilute, or adversely affect the Developer's IP. The Landowner expressly disclaims any right, title, or interest in the Developer's IP, and these restrictions shall survive termination or expiry of this Agreement.

13. RERA REGISTRATION AND COMPLIANCE

13.1 The Developer shall have the sole, exclusive, and irrevocable right to take all steps and actions in connection with the registration of the Project under the RERA, as the Developer may deem fit and appropriate, entirely at its discretion. This shall include, without limitation, preparing and submitting all applications, forms, affidavits, undertakings, and disclosures, making periodic updates, renewals, modifications, and carrying out all necessary filings, representations, and compliances under RERA and other Applicable Laws, whether in its own name and/or in the name of the Landowner, as may be legally required.

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRA DEVELOPERS PVT. LTD.

13.2 The Landowner expressly agrees and undertakes to extend full cooperation to the Developer and shall, upon written request, promptly provide all necessary documents, declarations, undertakings, affidavits, authorizations, information, and assistance as may be reasonably required by the Developer for the purpose of applying for and maintaining the RERA registration of the Project and for ensuring compliance with all RERA related obligations from time to time.

13.3 The Developer shall be entitled to register itself as the sole promoter of the Project under RERA. However, if, at any time, the registration of the Landowner as a promoter under RERA is mandated by Applicable Laws or regulatory practice, or is otherwise necessary to facilitate the registration, continuation, or compliance of the Project, then the Landowner shall, upon written request of the Developer: (i) promptly undertake such registration; (ii) execute and deliver all applications, undertakings, and documents; (iii) provide all declarations and representations as may be required; and (iv) refrain from taking any action that may delay or hinder such registration or compliance process.

13.4 For the avoidance of doubt, the Developer shall have full control and discretion over all RERA related filings, compliance measures, customer-facing disclosures, and communications with authorities, including those made in the name of the Landowner where legally required.

13.5 The Landowner shall not be liable for any penalty, fine, or liability arising out of or under RERA, except to the extent such liability arises solely due to the Landowner's wilful default, material misrepresentation, or breach of its obligations under this Agreement or under Applicable Laws.

14. COVENANTS AND OBLIGATIONS OF THE LANDOWNER

In addition to the covenants and obligations set forth elsewhere in this Agreement, the Landowner hereby further undertakes and covenants to comply with the following obligations, at its own sole cost and expense:

14.1. **No Development Risk**: The Landowner shall ensure that no Development Risk of any nature arises in relation to the Project Land or the Project. In the event any such risk arises at any time, the Landowner shall, at its sole cost and to the satisfaction of the Developer, promptly cure and resolve the same, ensuring that the Developer's rights and entitlements for the construction, development, Marketing, or sale of the Project remains unaffected at all times, in any manner whatsoever. The Landowner shall ensure that the Project Land is bounded at all times and there is no nuisance or stoppage of work due to any Development Risk or proceedings from any Governmental Authority such as Income Department or the enforcement directorate, which will prevent the Developer from exercising its rights and entitlements under this Agreement.

14.2. **Landowner Development Risk Expense**: Without prejudice to the aforementioned obligation of the Landowner to cure the Development Risk, the Landowner shall be responsible for and shall incur directly any expense related to (a) curing of the Development Risk, (b) obtaining the Project FAR and the Revised Zoning Plan and maintaining the same for the life-cycle of the Project; (c) settlement of disputes with the claimants and removal of any other Encumbrance(s) on the Project Land for development, execution and registration of development agreements/ registered documents, (d) maintaining a clear and marketable title to the Project Land free from Encumbrances, encroachment, claims and doubts, and (e) for curing all Litigations, disputes and/or claims pertaining to/ relating to the Project Land for the period prior to the date of registration of this Agreement.

14.3. **Project FAR**: The Landowner shall ensure that the entire Project FAR is available for the

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

development and construction of the Project at all times. In the event of any impediment, reduction, or deficiency in the Project FAR, the Landowner shall promptly resolve the same, at its own cost and without delay or demur, such that the Developer's rights and entitlements under this Agreement remain intact and fully enforceable.

14.4. **Good Faith Obligation**: The Landowner shall act in good faith at all times and undertake all reasonable acts and deeds necessary for the benefit of the Project, and to protect and safeguard the rights and entitlements of the Developer and the Purchasers of the Project.

14.5. **Restriction on Encumbrances**: From the Execution Date and during the subsistence of this Agreement, the Landowner shall not enter into any agreement, arrangement, or understanding that creates, directly or indirectly, any Encumbrance over or in relation to the Project Land (other than as permitted in this Agreement), the Development Rights, and/or the Project including the Project FAR in favour of any Third Party.

14.6. **No Interference with Development Rights**: The Landowner shall ensure that no person acting under or through it does any act, by commission or omission, that:

(i) interferes with, obstructs, or hinders the Developer's exercise of its Development Rights; or

(ii) adversely affects the Developer's rights or the grant of Development Rights in relation to the Project Land.

14.7. **Cooperation and Execution of Documents:**

14.7.1. The Landowner shall extend full cooperation and perform all acts reasonably required by the Developer to give effect to the provisions of this Agreement. This includes, without limitation, executing applications, affidavits, plans, and documents, and providing all relevant information in respect of the Project Land or the Project as may be requested by the Developer from time to time.

14.7.2. The Landowner shall promptly notify the Developer of any Litigation, investigation, or legal proceeding that may impact the Project Land or the Project. If the Landowner receives any communication, notice, or threat of insolvency, or any notice from any Governmental Authority or third party that may affect the Project or Project Land, such information shall be shared with the Developer within 3 (three) business days of receipt.

14.8. **Post-Completion Obligations**: Upon completion of the transfer of all units in the Project and the formation of the Purchasers' association or other Common Organization, the Landowner shall, at the request of the Developer, perform all necessary acts for the handover of the Project's maintenance responsibilities. This includes, if required by law, the conveyance of the underlying Project Land and handing over of original Title Documents, Approvals, and other essential documents, for which the Landowner hereby provides its irrevocable consent.

15. DEVELOPER'S OBLIGATIONS AND LANDOWNER'S NON-LIABILITY

It is agreed between the Parties that:

15.1. The Landowner shall not be liable or responsible in any manner for any accident, injury, death, or loss occurring at the Project site during construction or development.

15.2. The Landowner shall have no liability for any defects in construction, workmanship, materials, structural stability, or quality of the Project.

15.3. The Landowner shall not be liable for any non-compliance, delay, misrepresentation, or default by the Developer under the RERA or related regulations, to the extent of the Developer's responsibility; however, this does not preclude liability arising due to Development Risk. The Developer shall be liable to bear any cost or penalty imposed by RERA in this regard and shall also at its own cost defend the Landowner in any such proceedings subject to Landowner providing necessary authorizations.

15.4. The Landowner shall not bear or reimburse any part of the construction costs.

15.5. The Landowner shall neither be entitled nor responsible for dealing with the Purchasers of the Project.

15.6. The Landowner shall not be liable to procure any Approvals in respect of the Project other than as specifically provided herein.

15.7. The Developer shall obtain the registration of the Project under RERA on or before completion of 9 (nine) months period from the date of sanction of building plan drawings for the Project by DTCP.

15.8. The Developer shall also obtain the Approvals for construction and development of the Project on the Project Land from the Governmental Authority at its own cost and expenses, except such Approvals that are to be obtained by the Landowner as provided in this Agreement.

15.9. The Developer shall generate and/or arrange sufficient cash flow for completion of the development of the Project, as per the terms of this Agreement.

15.10. The Developer shall endeavour and use its best efforts to sell the entire Saleable Area (except Landowner Retail Area Entitlement Clause 8.2.1 above) in the Project and shall not have the option to retain any portion of the Saleable Area without making payment of the Landowner's Revenue Entitlement for such retained area. In the event the Developer is unable to do so, then the procedure envisaged in Clause 8.2.3 shall be followed to deal with such unsold inventory.

15.11. The Developer shall utilize 100% of the Project FAR (subject to a deviation of 1% and any deviation in Green FAR) as and when the same is arranged by the Landowner for the development and construction of the Project in accordance with the Applicable Laws and the terms of this Agreement.

16. REPRESENTATIONS & WARRANTIES

16.1. Each Party hereby represents, warrants and undertakes to the other Party that:

16.1.1. it is duly incorporated/ organised and existing under laws of the jurisdiction of its incorporation or organisation;

16.1.2. it and its representatives have the power and authority to execute, deliver and perform this Agreement and any other deeds, documents or agreements, contemplated hereunder or pursuant hereto (the "**Other Documents**") and upon execution and delivery, this Agreement shall constitute a legal and binding obligation on it, which shall be enforceable against it in accordance with its terms;

16.1.3. all actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Agreement, have been duly taken and obtained and the same are valid and in full force and effect;

16.1.4. the execution, delivery and performance of this Agreement and/or Other Documents by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; (ii) require any consent, approval or action of any Governmental Authority; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgement or decree against or binding upon such Party or upon its securities, properties or businesses; or (v) violate any Applicable Laws; and

16.1.5. there are no legal, quasi-legal, administrative, other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing or pending against it which may prejudicially affect the due performance or enforceability of this Agreement and, or Other Documents or any obligation, act, omission or the transaction contemplated hereunder.

16.2. In addition to the representations and warranties provided by the Landowner elsewhere in this Agreement, the Landowner further represents and warrants to the Developer that:

16.2.1. the information specifically set forth in this Agreement (including all information set forth in the Recitals) is true, correct, accurate and complete in all aspects;

16.2.2. the Landowner is the absolute landowner of, and has good, valid, clear and marketable title to the Project Land, with unencumbered, unrestricted and uninhibited right of alienation over the Project Land, and there is no impediment or restriction on the Landowner to enter into this Agreement and perform the transaction contemplated hereunder;

16.2.3. all the Title Documents have been duly executed, stamped and registered and are legal, valid and subsisting, and originals/ certified copies of all Title Documents are available with the Landowner as more specifically detailed in **Schedule III** attached hereto;

16.2.4. the Landowner has complied with all obligations, terms and conditions provided in the Title Documents including the letter of intent dated January 01, 2025, allotment letter dated April 29, 2025 and the conveyance deed dated December 09, 2025 executed by HSVP in favour of the Landowner, and the same are valid and subsisting and no demands/claims have been received from HSVP challenging the said allotment and conveyance in favour of the Landowner;

16.2.5. the Project Land is accurately and properly recorded in the name of the Landowner in the relevant HSVP records;

16.2.6. the Landowner is in the actual unfettered physical vacant possession of the Project Land, and the same is duly bound and demarcated and there is no encroachment on the Project Land by any third party whatsoever;

16.2.7. other than the bank guarantee for the charges related to internal development works provided/ to be provided in accordance with the letter dated February 9, 2021 issued by the DTCP as referred in the TOD FAR Letter, neither have any bank guarantees been submitted/ issued to HSVP in respect of the Project Land, Development Rights, and, or the Project FAR, nor is there any requirement to submit any bank guarantee to any Governmental Authority including HSVP in relation to the Project Land, Development Rights, and, or the Project FAR;

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

2.8. the Landowner has not received any notice or other written communication from any Person (including any Governmental Authority having jurisdiction) in relation to the Project Land including in relation to the Landowner right, title or interest over the Project Land or to the best of Landowner knowledge threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Project Land;

2.9. the Project Land is not subject to any order, notification, award, proceedings, etc. under applicable land acquisition legislations and the Landowner has not received any notice or intimation in relation to any acquisition proceedings;

.2.10. all dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any Governmental Authority, local authority and/or any civic authorities/agencies industrial associations in respect of the Project Land till the current date, have been duly paid and deposited by the Landowner;

6.2.11. the Project Land benefits from all permanent and legally enforceable easements and other contractual rights (if any) necessary or appropriate for the continued use, enjoyment and maintenance of the Project Land by the Landowner and all such easements and rights are on reasonable terms which (without limitation) do not entitle any Person to terminate, restrict or curtail them or impose any unusual or onerous conditions;

16.2.12. there are no encroachments, trespassers, tenants, occupants nor have any rights been created, granted or allowed in favour of any Third Parties, including a right of way or any easement right, in and passing through the Project Land or any part thereof, either by way of an agreement or court order or in any manner whatsoever;

16.2.13. the Landowner is not in default of any approval which was granted to the Landowner and no notice of any such default has been received by the Landowner from any Governmental Authority;

16.2.14. there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other Governmental Authority, preventing or restricting the undertaking of any development on the Project Land or any part thereof;

16.2.15. the Project Land nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones/ national conservation zone or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Project Land, in any manner and no notice has been received from any Governmental Authority in this regard;

16.2.16. neither the Project Land nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body, and the Project Land is not affected by any development plan reservation and there are no impediments, prohibitions or restrictions upon the present or future development of the Project Land including any restriction on the height of buildings/ structures on the Project Land as contemplated herein;

16.2.17. the Project can be developed and constructed on the Project Land and there are no impediments or circumstances which shall hinder, interrupt, restrict the development of the Project on the Project Land or adversely affect the Project in any manner;

16.2.18. the Project Land is vacant, contiguous and is not waterlogged;

16.2.19. the Project Land nor any part thereof forms part of any road/ rasta (including any panchayat road/ rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta /private rasta) passing through it or affecting the contiguity of the Project Land in any manner;

16.2.20. the Project Land nor any part thereof forms part of any grave, temple, architectural monument or has any nallah, high tension wire or gas/ oil pipeline passing through it, nor is it or ever has been utilised for any religious purpose;

16.2.21. there is no electrical line, sewage line, water pipe, etc. or any kind of line/pipe of any nature whatsoever, not belonging or forming part of the Project, passing through the Project Land;

16.2.22. the Project Land has a direct frontage and access from 18 meter road as demarcated in **Schedule II** hereto and such access to the Project Land is not hindered or interrupted in any manner;

16.2.23. the Landowner is not nor have been in breach or in violation of any land ceiling legislations under Applicable Laws, in relation to the Project Land and no proceedings is pending in relation thereto;

16.2.24. there is no covenant, restriction, burden or stipulation affecting the Project Land which conflicts with its present use or the intended use in terms of this Agreement or affects its value;

16.2.25. the Landowner has (i) not entered into any agreement to sell, development agreement, collaboration agreement or any other agreement for selling, transferring, disposing off or creating any right either in the whole or in any part of the Project Land with any Third Party/ies; (ii) not accepted any advance/ part consideration in respect of the Project Land from any third party; (iii) not executed any contract due to which an action or to the best of its knowledge threatened action is pending, or which affects or is likely to affect the title, interest or right of the Landowner in or to the Project Land;

16.2.26. the Project Land is not subject matter or any attachment or inquiry or proceedings pending with any court, enforcement directorate, or the Income Tax department nor are there any such proceedings pending against the Landowner, nor are they aware of any existing circumstance on account of which the Project Land could be attached nor have the Landowner received any notice with respect to the Project Land from any Governmental Authorities or any Third Parties;

16.2.27. there are no Encumbrances on the Project Land and the Landowner has not entered into any agreement or arrangement or contract the performance or non-performance of any of which could lead to any creation of Encumbrances on the Project Land or any part thereof and the Landowner has not in any way encumbered or agreed to create any Encumbrance on the Project Land or any part thereof;

16.2.28. (i) the Landowner has not omitted to disclose to the Developer any fact in respect of the Project Land (ii) all correspondences between the Landowner and any Governmental Authority in relation to the Project Land and/or the Project have been shared by the Landowner with the Developer, (iii) all information in relation to the transactions contemplated herein which would be relevant to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed by the Landowner and continues to be, true, complete and accurate in all respects and not misleading in any manner;

16.2.29. the Project Land is demarcated and surveyed by the concerned Governmental Authority and there are no disputes vis-à-vis boundaries of the Project Land with any of the adjoining landowner;

16.2.30. the Landowner has complied with and is in compliance with the terms and conditions of the Approvals obtained for the Project including the Revised Zoning Plan etc, and the Project can developed on the Project Land, and the present land use and transaction contemplated herein adheres to permitted use and development specified in the Zoning approved for the Project Land;

16.2.31. the Landowner has paid up to the date hereof all property taxes, rates, duties, cesses, levies including N.A. assessments, EDC/ IDC dues (if any), other assessments, water charges, electricity charges or any other amount payable to any authority in respect of the Project Land and/or the Project and there are no taxes, charges or payments in relation to the Project Land and/or the Project which are pending as on the Execution Date; and

16.2.32. there are no tenants or occupants, or any rights created in favour of Third Parties with respect to the Project Land or any part thereof.

16.3. Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

16.4. The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by Landowner and/or the Developer herein, to become untrue or inaccurate or misleading, at any point of time.

17. DEVELOPER'S STEP-IN RIGHTS

In the event, (a) any of the representations/ facts relating to the title and possession of the Project Land contained herein, undergo a material change or adversely impact the Project cashflows, (b) there arises a Development Risk, (c) the Landowner is in breach of its covenants and obligations under this Agreement which adversely impacts the Project cashflows, then the Landowner shall be provided a cure period of 60 (sixty) days from the date of written notice by the Developer, to rectify the remedy such issue to the satisfaction of the Developer. If the Landowner fails to cure the same within the said period, then the Developer shall have the right but not an obligation to cure such issue at the sole cost, risk and expense of the Landowner and charge a Landowner's responsibility fulfilment charge of 15% on the amounts required to be spent for the said cure (i.e. total =115% of the actual costs). In case, the said amounts are not paid by the Landowner to the Developer within a period of 15 (fifteen) days from a demand being made by the Developer, then the Landowner shall be liable to reimburse the said amount along with an interest of 18% per annum accrued monthly from the date on which such payment is made by the Developer till the date of receipt of the entire payable amount from the Landowner. Without prejudice to the other rights and remedies available to the Developer, the Developer shall also be entitled to adjust the said amounts from the Landowner's Revenue Entitlement. The exercise of aforementioned right of the Developer shall be at the sole discretion of the Developer and without prejudice to the other rights and remedies of the Developer under the Applicable Laws and this Agreement including the right to terminate this Agreement.

18. INDEMNITY

18.1. The Landowner shall indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers and employees (collectively referred to as the "**Indemnified Party**"), forthwith upon demand and from time to time, against any losses, expenses, claims, costs and damages (excluding indirect losses), arising from or in relation to or as a result of:

(a) any inaccuracy, misrepresentation or breach of the representations, warranties and covenants of the Landowner under this Agreement;

(b) any Encumbrance of any nature whatsoever in respect of Project and the Project Land (except those created in accordance with this Agreement);

(c) any Development Risk on the Project and the Project Land;

(d) any breach of Applicable Laws by the Landowner in respect of this Agreement or in relation to the Project, the Project Land or the transactions set forth hereunder;

(e) any reduction in the Project FAR; and

(f) any impediments on the exercise of Development Rights that are vested in favour of the Developer.

18.2. The indemnification rights of the Developer under this Agreement are independent of, and in addition to, such other rights and remedies as the Developer may have under Applicable Laws or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

19. SPECIFIC PERFORMANCE

The Parties to this Agreement agree that, notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall 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 may 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 without limitation the recovery of damages from the defaulting Party.

20. TERMINATION

20.1. This Agreement shall be interminable and irrevocable unless if otherwise agreed between the Parties in writing.

21. DISPUTE RESOLUTION

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination (a "**Dispute**"), either Party may refer the Dispute to arbitration to be conducted by a sole arbitrator to be appointed mutually by the Parties within 15 (fifteen) days of a Party raising the Dispute, failing which it shall be appointed as per the rules of the Mumbai Centre for International Arbitration ("**MCIA**"). The seat and venue of the arbitration shall be Delhi.

The arbitration proceedings shall be conducted in the English language. The Rules of MCIA shall govern the proceedings of such arbitration. This Agreement shall be governed by the laws of India and subject to the foregoing, courts in Delhi shall have exclusive jurisdiction over the matters arising from this Agreement.

22. CONFIDENTIALITY AND NON-DISCLOSURE

22.1. Each Party shall, and shall cause its employees and agent to keep secret all confidential information shared with it by any other Party ("**Confidential Information**") confidential and shall not, without the prior written consent of the relevant other Party, divulge the Confidential Information to any other Person or use the Confidential Information other than for carrying out the purposes of this Agreement. Provided that, the below information shall not be treated as confidential information:

(a) that is disclosed with the prior consent of the Party who provided the information;

(b) that is already in the public domain other than by breach of this Agreement;

(c) that is acquired by a Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such information confidential; and

(d) that was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party.

22.2. The Parties shall be entitled to share the Confidential Information with its employees, advisors and consultants on a need-to-know basis provided they are bound by the same confidentiality obligations as set forth in this Agreement. Notwithstanding the aforementioned, each Party shall have the right to disclose the Confidential Information (a) with its shareholders, investors, bankers/ lenders, to the extent required to be disclosed in terms of the statutory/ contractual obligations (b) before a court of law/ administrative authority pursuant to a judicial or regulatory process or in connection with any legal action/suit/proceeding arising out of or relating to this Agreement, and/or (c) compliance with the Applicable Laws.

22.3. In the event that for any reason this Agreement is terminated, and the transactions contemplated hereby are not implemented, each Party shall, immediately destroy/ return any and all documents and information constituting part of the Confidential Information, if any, in its possession to the other Party.

22.4. No formal or informal public announcement or press release which makes reference to the Developer or the terms and conditions of this Agreement or any of the matters referred to herein, shall be made or issued by or on behalf of any Party to this Agreement without the Developer's written consent. If any Party is obliged to make or issue any announcement or press release required under the Applicable Laws or by any Governmental Authority, it shall seek the approval of the Developer for the announcement or release before it is made or issued.

23. NOTICES

23.1. The notices to be sent to the Parties shall be as follows:

(a) Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designated in writing:

For Landowner: Acquisitive Infradevelopers Private Limited

LODHA DEVELOPERS LIMITED

Address: 9th floor, IREO Grand view tower, Sector 58, Gurugram 122002
Kind Attention: Mr. Rajjath Goel
Email: compliances@mrggroupindia.com

For Developer: Lodha Developers Limited (formerly known as *'Macrotech Developers Limited'*)
Address: 412, Floor-4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra - 400001
Kind Attention: Mr. Roop Singh Jadon; Mr. Rohit Nanda
Email: roopsingh.jadon@lodhagroup.com; rohit.nanda@lodhagroup.com

(b) Any notice or other communication shall be sent by courier or registered post with acknowledgement of receipt or by hand delivery or by e-mail.

(c) All notices referred in this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

23.2. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 23, by giving the other Parties written notice of the new address in the manner set forth above.

24. OTHER TERMS

24.1. **Bankruptcy, Liquidation, and/or Winding Up.** It is the clear intent of the Parties that the rights and interests being granted, assigned, and vested in favour of the Developer under this Agreement and the GPA, are irrevocable, binding, and constitute a valid and enforceable interest in the Project Land and all rights/ benefits appurtenant thereto, as interest in an immovable property is recognized under Applicable Laws. It is the clear intent of the Parties that the rights and interests of the Developer are of the nature that should not be affected, impaired, suspended or revoked in any manner whatsoever, including upon the occurrence of any bankruptcy, insolvency, liquidation, dissolution, or winding up (whether voluntary or involuntary) of the Landowner, or any proceedings or events in relation thereto. It is also clear intent of the Parties that in such circumstances, the rights and entitlements of the Landowner shall stand limited strictly to the consideration payable to them under this Agreement, and the Developer shall continue to hold and exercise its rights, interests, and entitlements in the Project and Project Land fully and without any interruption, dilution, or reversion. It is clear intent of the Parties that the interest and rights vested in favour of the Developer under this Agreement creates such overriding and continuing interest in favour of the Developer, which shall survive any such adverse events affecting the Landowner.

24.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements.

24.3. **Binding Agreement.** This Agreement shall be equally binding and enforceable against the Parties hereto.

24.4. **Survival.** The provisions of Clause 1 (*Definitions*), Clause 2 (*Interpretation*), Clause 16 (*Representations & Warranties*), Clause 18 (*Indemnity*), Clause 20 (*Termination*), Clause 21

(*Dispute Resolution*), Clause 22 (*Confidentiality and Non-Disclosure*), Clause 23 (*Notices*) and this Clause 24.4 and any other provisions as may be applicable or relevant thereto together with such provisions which expressly or by implication survive termination, shall survive termination of this Agreement.

24.5. **Amendment.** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

24.6. **Force majeure.** All obligations of either Party under this Agreement will be suspended for so long as and only to the extent that fulfilment of obligations is prevented by reason of Force Majeure. In the case of suspension by reason of Force Majeure, the affected Party will promptly notify the other and shall use its reasonable efforts to remedy the Force Majeure event as soon as possible.

24.7. **Severability**

(a) If any of the provisions of this Agreement or part thereof may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision or part thereof shall have the meaning that renders it valid and enforceable.

(b) In the event any Governmental Authority determines that any provision in this Agreement or part thereof is not enforceable as written, the Parties agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the Applicable Laws of the jurisdiction in which enforcement is sought, and affords the Parties to the maximum extent possible, the same basic rights and obligations and has the same economic effect as prior to amendment.

(c) In the event that any of the provisions of this Agreement or part thereof is found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the Applicable Laws or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent from the date of such revocation/ removal or diminution (as the case may be).

24.8. **Waivers and Cumulative Rights and Remedies.** No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the Applicable Laws.

24.9. **Assignment.** Neither Party shall be entitled to assign its rights and obligations under this Agreement except to the extent provided herein. Notwithstanding anything contained herein it is clarified that same is not prejudicial to either Party's right to create mortgage/ hypothecate their entitlements under this Agreement. The Landowner shall ensure that the shareholding and/or control of the Landowner (existing as of the date of execution of this Agreement) is not changed/ transferred to any third party during the life cycle of the Project, however transfer

LODHA DEVELOPERS LIMITED

of shareholding within the blood relation of the existing shareholders/ promoters can be made with written intimation to the Developer and after obtaining consents from HSVP (if applicable).

24.10. **No Partnership; Principal-to-Principal.** This Agreement is entered into on a strictly principal-to-principal basis and nothing contained herein shall be deemed to create any partnership between the Parties.

24.11. **Acknowledgement.** Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

24.12. **Costs**. Subject to the terms of this Agreement, each Party shall bear its own costs and expenses (including legal costs) incurred in negotiating and execution of this Agreement.

24.13. **Stamp Duty and Taxes**. Stamp duty and statutory registration fee on this Agreement and the GPA, shall be borne by the Developer. Each Party shall be responsible for its own tax liability for incomes received and/or gains arising as a result hereof.

24.14. **No modification, alteration:** 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 HSVP shall be obtained.

[Signature page follows]

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS JOINT DEVELOPMENT AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

For the Landowner i.e. **ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED**

For ACQUISITIVE INFRADEVELOPERS PVT. LTD.

Authorised Signatory

Signed and delivered by Mr. Rajjath Goel, as authorised representative of **ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED** duly authorised vide a resolution dated November 19, 2025.

For the Developer i.e. **LODHA DEVELOPERS LIMITED**

Signed and delivered by Mr. Amandeep Singh, as authorised representative of **LODHA DEVELOPERS LIMITED** duly authorised vide a resolution dated November 13, 2025.

Witness 1. JASMINE SINGH
B806 BROTHERS APARTMENT
SECTOR-55 GURGAON

Witness 2.

Harbir Singh S/o Tejram

Faridabad

SCHEDULE I

Details of the Project Land

pieces and parcels of land admeasuring 4,843.03 square meter, comprised in Survey No. 305/2 ated at Sector 28, Urban Estate Gurgaon II, Gurugram, Haryana.

[*This space has been left blank intentionally*]

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

SCHEDULE II

[attached separately]

[This space has been left blank intentionally]

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

SCHEDULE III

List of Title Documents

S.No.	Title Document
1.	Allotment letter dated April 29, 2025.
2.	Possession certificate dated June 04, 2025.
3.	Letter dated June 24, 2025 for the approval of the zoning plan.
4.	Conveyance Deed dated December 09, 2025 executed by HSVP in favour of the Landowner.

[*This space has been left blank intentionally*]

SCHEDULE IV

Details of EDC/ IDC Payments

S. No.	Particulars	Amount (In Rs.)
1.	EDC	15,55,00,000/-
2.	IDC	1,88,00,000/-
	Total	17,43,00,000/-

[*This space has been left blank intentionally*]

LODHA DEVELOPERS LIMITED

ERS PVT. LTD. * ACQUISITIVE IN

ANNEXURE A

Zoning Plan

[attached separately]

[This space has been left blank intentionally]

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

ANNEXURE B

Consent Letter

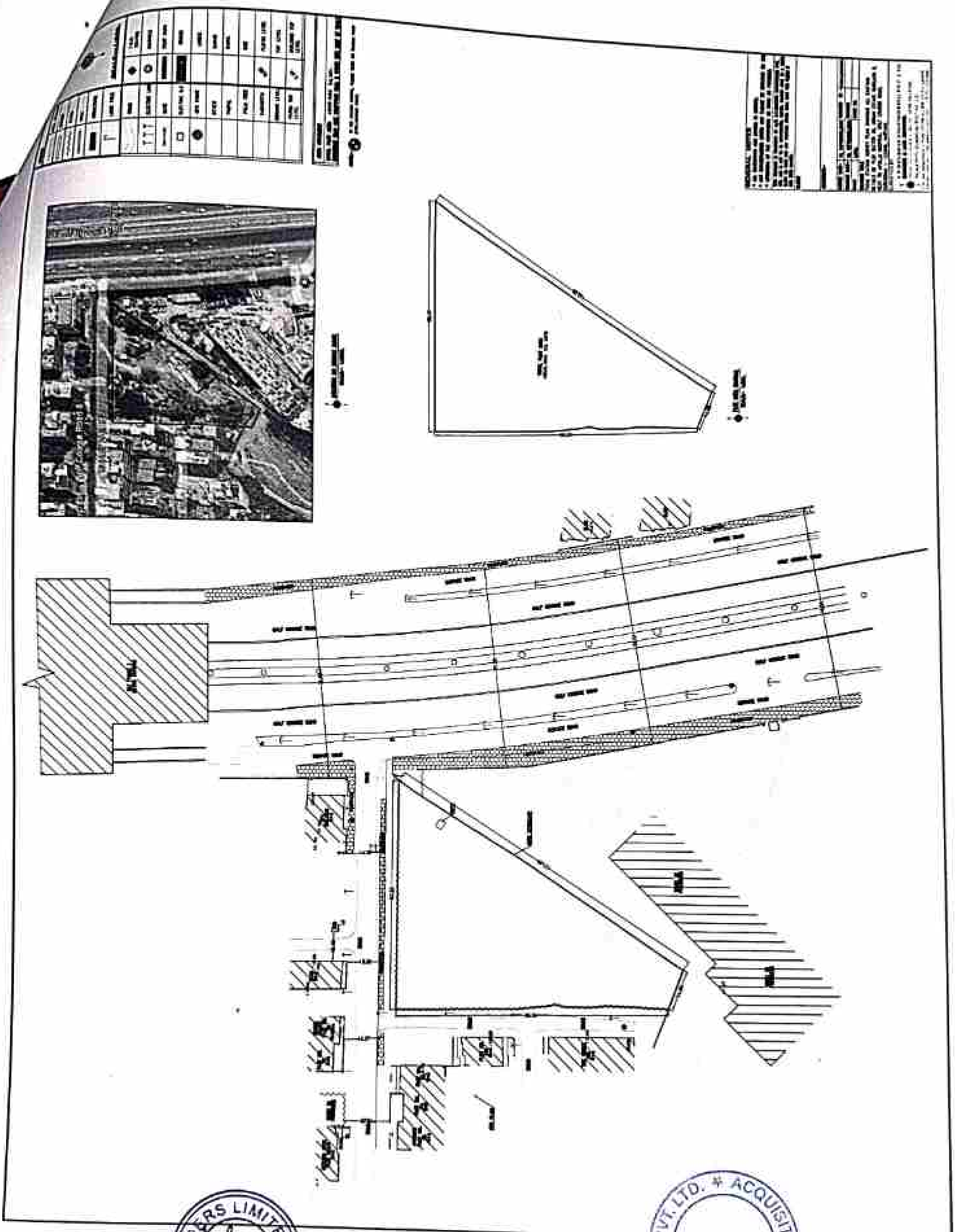
[attached separately]

[This space has been left blank intentionally]

LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

Schedule II



LODHA DEVELOPERS LIMITED

ACQUISITIVE INFRADEVELOPERS PVT. LTD.

Annexure A

G U R U G R A M

REVISED ZONING PLAN OF COMMERCIAL SITE IN SECTOR -28, GURUGRAM

FOR THE PURPOSE OF CODE 1.2 (xcvi) AND CODE 6.1(1)(i) OF THE HARYANA BUILDING CODE 2017, AMENDED FROM TIME TO TIME.

DRAWING NO. CTP(HSVP) 92/2025

DATED 09.06.2025

HARYANA SHEHRI VIKAS PRADHIKARAN

COMMERCIAL SITE

TOTAL AREA OF SITE =4843.046 SQM

ZONED AREA =3933.269 SQM (81.21%)

(RAM PARKASH SINGH)
CTP, HSVP, PANCHKULA

(SATA HOODA)
STP, HSVP (HQ) PANCHKULA

(ANIL KUMAR)
SE, HSVP (HQ) PANCHKULA

(NARENDER NAIN)
DTP, HSVP (HQ) PANCHKULA

LODHA DEVELOPERS LIMITED

Annexure 5

Office of the Estate Officer-II,
Haryana Shehri Vikas Pradhikaran
C-1, Infocity, Sector 34, Gurugram
Number: 0124-2371346 E-mail:eoggnhuda2@gmail.com
Haryana Shehri Vikas Pradhikaran
HSVP

To

M/s Acquisitive Infradevelopers Pvt. Ltd.,
Regd. Off: 9th Floor, Grand View Tower,
Golf Cpourse Road, Sector 58,
Bhondsi, Gurugram-122102.

Memo No. 9774 Dated 31/10/25

Sub: **Request for allowing a NOC for execution of Joint-Development Agreement in Commercial Site, Sector 28, Gurugram measuring 4843.03 Sqm.**

Ref: Your letter dated 13.10.2025.

As requested by you vide letter given under reference, this office has no objection regarding execution of Joint Development Agreement (JDA) with M/s Lodha Developers Ltd. (formally known as Macrotech Developers Ltd.) for over all project development over Commercial Site measuring 4843.03 Sqm. in Sector 28, Gurugram.

Estate Officer-II,
HSVP, Gurugram.

ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED

Reg. off: 9th Floor, grand View Tower, Golf Course Road, Sec 58, Bhondsi, Gurgaon, Haryana- 122102.
CIN: U68200HR2023PTC112404; EMAIL: compliances@mrggroupindia.com
Tel. No. 0124-6931111

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED HELD ON MONDAY, 15TH DAY OF DECEMBER, 2025 AT 10.30 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 9TH FLOOR, IREO GRAND VIEW TOWER, GOLF COURSE EXTENSION ROAD, SECTOR-58, GURUGRAM-122102.

AUTHORITY FOR ENTERING INTO JOINT DEVELOPMENT AGREEMENT WITH LODHA DEVELOPERS LIMITED (FORMERLY KNOWN AS MACROTECH DEVELOPERS LIMITED)

"**RESOLVED THAT** the board of directors of M/s Acquisitive Infradevelopers Private Limited **("Company")** be and is hereby granted to enter into a Joint Development Agreement ("**JDA**"), with Lodha Developers Limited (*formerly known as Macrotech Developers Limited*) ("**Developer**") for the purpose of development of land admeasuring 4843.03 Sq. Mtrs. situated at Urban estate gurgaon II for a project on such terms and conditions as mentioned in the JDA;

RESOLVED FURTHER THAT Mr. Rajjath Goel, the director of the Company be and is hereby authorized to negotiate, finalize and approve the terms and conditions of the JDA and to do all such acts, deeds, matters and things as he may, in his absolute discretion deem necessary in the best interests of the Company;

RESOLVED FURTHER THAT Mr. Rajjath Goel (hereinafter referred as "**Authorised Signatory**"), be and are hereby severally authorized to sign and execute the JDA, agreements, term sheets, affidavits, undertakings, and all other documents (including any amendment/ modification thereto) ("**Transaction Documents**") and to do all such acts, deeds, matters and things and execute all such other documents from time to time as he may, in his absolute discretion deem necessary in relation to the execution of the JDA;

RESOLVED FURTHER THAT Mr. Ajay Kaushik (Aadhaar No. 3726 4320 6291) be and is hereby authorize to present, lodge and admit execution and registration of the same before the concerned Sub-Registrar of Assurances or such other officer or authority authorized to act in this regard and to do all such acts, deeds, matters and things for registration of the JDA.

Certified True Copy

For & on behalf of Board
Acquisitive Infradevelopers Pvt. Ltd.

For ACQUISITIVE INFRADEVELOPERS PVT. LTD.

Director

Ujjwwal Goel
Director
DIN: 07157284

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF LODHA DEVELOPERS LIMITED (FORMERLY KNOWN AS MACROTECH DEVELOPERS LIMITED) ("COMPANY") AT THE COMMITTEE MEETING HELD ON NOVEMBER 13, 2025 THROUGH VIDEO CONFERENCING

AUTHORITY FOR ENTERING INTO FRAMEWORK AGREEMENT, SHARE PLEDGE AGREEMENT AND DEVELOPMENT AGREEMENT WITH ACQUISITIVE INFRADEVELOPERS PRIVATE LIMITED

"**RESOLVED THAT** approval of the Executive Committee of the Board be and is hereby granted to:

a. enter into Framework Agreement ("**the FA**") with Acquisitive Infradevelopers Private Limited ("**Landowner**") for the purpose of development of land admeasuring **1.20 acres** (approx. 4,843.03 square meters) situated at Sector 28, Urban Estate Gurgaon II, Gurugram (Haryana) ("**Project Land**") for residential and/or commercial use; on such terms and conditions as mentioned in the FA, as placed before the meeting; and

b. provide a loan aggregating to ₹ 61 crore (Rupees Sixty-One crore only) ("**Facility**") secured by pledge of 100% shares of Acquisitive Infradevelopers Private Limited owned by Mr. Rajjath Goel and Mr. Ujjwwal Goel to be entered into with Landowner, Mr. Rajjath Goel and Mr. Ujjwwal Goel; on such terms and conditions more particularly defined in the draft Share Pledge Agreement as placed before the meeting; and

c. to enter into a Development Agreement ("**DA**"), with the Landowner for the purpose of development of the Land, as per the terms and conditions set out under the FA, for residential and/or commercial use; on such terms and conditions as mentioned in the DA, as placed before the meeting.

(hereinafter collectively called as "**Transaction Documents**")

RESOLVED FURTHER THAT Mr. Abhishek Lodha, Managing Director & CEO, Mr. Sushil Kumar Modi, Whole Time Director and Mr. Rohit Nanda, Vice President - Investments BD of the Company be and are hereby severally authorized to negotiate, finalize and approve the terms and conditions of the Transaction Documents and to do all such acts, deeds, matters and things as they may, in their absolute discretion deem necessary in the best interests of the Company;

RESOLVED FURTHER THAT Mr. Abhishek Lodha, Managing Director & CEO, Mr. Sushil Kumar Modi, Whole-Time Director, Mr. Amandeep Singh, Regional CEO – NCR, Mr. Rohit Nanda, Vice President - Investments BD and Mr. Roop Singh Jadon, Dy. General Manager BD (herein after referred as "**Authorised Signatories**"), be and are hereby severally authorized to sign and execute the FA, Share Pledge Agreement, DA, agreement, affidavit, undertakings (including any amendment/ modification thereto) ("**Transaction Documents**") and to present, lodge and admit execution of the same before the concerned Sub-Registrar of Assurances (as applicable) or such other officer or authority authorized to act in this regard and to do all such acts, deeds, matters and things and execute all such other documents from time to time as they may, in their absolute discretion deem necessary in relation to the execution and registration of the Transaction Documents;

RESOLVED FURTHER THAT the common seal of the Company be affixed on the Agreement, if necessary, in accordance with the Articles of Association of the Company, in the presence of any of the Authorised Signatories of the Company;

RESOLVED FURTHER THAT the aforesaid signing and registration authority shall be valid upto March 31, 2026 or till the time the Authorised signatories are in the employment of the Company or Group Company, whichever is earlier or if otherwise resolved;

Lodha Developers Limited (Formerly known as Macrotech Developers Limited)
Corporate Office: One Lodha Place, near Lodha World Towers, Senapati Bapat Marg, Mumbai 400 013, India
Registered Office: 412, Floor-4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai 400 001, India
CIN: L45200MH1995PLC093041 | T: +91 22 6133 4400 | E: investor.relations@lodhagroup.com
egroup.com