



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL25366519446155X
Certificate Issued Date	: 27-Jan-2025 05:52 PM
Account Reference	: IMPACC (IV)/ dl1083503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL25366519446155X
Purchased by	: HOUSE OF ABHINANDAN LODHA PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Letter Agreement
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HOUSE OF ABHINANDAN LODHA PRIVATE LIMITED
Second Party	: SCHLOSS HMA PRIVATE LIMITED
Stamp Duty Paid By	: HOUSE OF ABHINANDAN LODHA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
LETTER AGREEMENT DATED FEBRUARY 11, 2025 EXECUTED
BY AND BETWEEN HOUSE OF ABHINANDAN LODHA PRIVATE
LIMITED, HOABL REALTECH PRIVATE LIMITED AND SCHLOSS
HMA PRIVATE LIMITED

Caution: Alert!

The authenticity of this Stamp certificate should be verified at 'www.shclsestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any tampering with the details on this Certificate and as available on the website / Mobile App renders it invalid. The responsibility of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

Date: 11 February 2025

1. **House of Abhinandan Lodha Private Limited ("HOABL")**
701 Unit, 7th Floor, 1 Aerocity Building
NIBR Compound, Mohili Village
Sakinaka, Mumbai 400072
2. **HOABL Realtech Private Limited ("HRPL")**
3rd Floor, Lodha Excelus, Apollo Mills Compound
NM Joshi Marg, Mahalakshmi
Mumbai 400011
3. **Schloss HMA Private Limited ("Schloss HMA")**
Block No. 94, Sathyadev Extension Avenue
M.R.C. Nagar, R.A. Puram
Chennai 600028

HOABL, HRPL and Schloss HMA are hereinafter collectively referred to as "**Parties**" and individually referred to as a "**Party**".

Re: Development by the HOABL Group in Ayodhya, Uttar Pradesh.

-
1. Schloss HMA is a subsidiary of Schloss Bangalore Limited ("**Schloss Bangalore**"). Schloss Bangalore and its affiliates, including Schloss HMA, are collectively referred to as the "**Leela Group**". Schloss HMA shall cause and procure the compliance of all obligations under this letter as applicable to the Leela Group.
 2. HOABL and its affiliates, including HRPL, are collectively referred to as the "**HOABL Group**". HOABL shall cause and procure the compliance of all obligations under this letter as applicable to the HOABL Group.
 3. Certain entities forming part of the HOABL Group are the owners of and are undertaking development, in a phase wise manner, of a layout ("**Development**") on approximately 53.860 acres of land (and any accretions and additions thereto from time to time) of Village Tihura Manjha situated in Ayodhya, Uttar Pradesh ("**Property**"), as described in the **Schedule** hereto (as on the date of this letter).
 4. By and under the SSA (*as defined hereinafter*) executed by and between Pravalah Hospitality Private Limited ("**PHPL**"), Schloss Bangalore, and Buildminds Real Estate Private Limited ("**BREPL**"), Schloss Bangalore has agreed to subscribe to certain securities of BREPL in accordance with the terms and conditions set out therein.
 5. By and under the SHA (*as defined hereinafter*) executed by and between the parties to the SSA, PHPL and Schloss Bangalore have agreed to record their respective, *inter se*, rights and obligations in respect of their investment into BREPL and the manner of regulating the management and affairs of the BREPL.
 6. By and under the HMA (*as defined hereinafter*) executed by and between Schloss HMA and BREPL, BREPL has appointed Schloss HMA as the operator in respect of the Hotel (*as defined hereinafter*) as per the terms and conditions contained therein.
 7. Relevant members of the HOABL Group and BREPL shall enter into certain agreements in relation to construction and development of the Hotel (*as defined hereinafter*) on the Hotel Land (*as defined hereinafter*), as per the terms and conditions mutually agreed between them therein.

8. **Definitions and Interpretation**

(i) Definitions

“**Confidential Information**” means confidential information (whether or not designated as “confidential” or “proprietary”) relating to any Party and their businesses including, client information, the terms hereof and the details of the negotiations between the Parties.

“**Hotel**” means the luxury five-star hotel to be constructed on the Hotel Land;

“**Hotel Land**” means all that piece and parcel of land admeasuring approximately 5.58 Acres being part of Gata Nos. 4A/14, 4E/17, 4/11, 4E/5, 4Kha/6 and 4A/13, situated at Village Tihura Manjha, Pargana – Haveli Awadh, Tehsil- Sadar, District- Ayodhya, Uttar Pradesh, adjacent to the Property;

“**HMA**” means the Hotel Operation and Management Services Agreement of even date executed between BREPL and Schloss HMA;

“**SHA**” means the Shareholders’ Agreement of even date and executed between the PHPL, Schloss Bangalore, and BREPL; and

“**SSA**” means the Share Subscription Agreement of even date and executed between PHPL, Schloss Bangalore, and BREPL.

(ii) Interpretation

In this letter, unless the context requires otherwise;

- (a) references to this letter and any other document or to any specified provision of this letter and any other document are to that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this letter and that document or, as the case may be, with the agreement of the relevant parties;
- (b) reference in this Agreement to a certain number of days means calendar days;
- (c) words importing the singular include the plural and *vice versa*;
- (d) the headings to parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this letter;
- (e) the words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible, and the words “include” and “including” shall be deemed to include the expression “without limitation”;
- (f) “in writing” includes any communication made by letter or e-mail; and
- (g) where any obligation under this Agreement (“**Subject Obligation**”) requires an approval of any governmental authority in order for the Subject Obligation to be performed validly, then the Subject Obligation shall be deemed to include the obligation to apply for, obtain, maintain and comply with the terms and conditions of, all such approval.

9. In consideration of the mutual covenants, terms and conditions and understandings set forth in this letter, the HMA, and the SSA, the Parties hereto agree that subject to such terms and conditions as may be mutually agreed between HOABL and Schloss HMA, including the applicable

royalty and other fees, and other commercial terms: (i) the relevant member of the HOABL Group shall appoint Schloss HMA as the operator and manager of the club house forming part of the Development, and the same shall be branded with the "Leela" branding or any sub-brand thereof, (ii) the relevant member of the HOABL Group shall enter into an agreement with Schloss HMA for providing in-villa services, common area services and other services as per the terms and conditions mutually agreed between HOABL Group and Schloss HMA, and (iii) Schloss HMA shall permit the relevant members of the HOABL Group to use the "Leela" brand or a variation thereof in relation to the club amenities, branded residences, serviced apartments and such elements of the Development, in each of (i), (ii) and (iii) aforesaid, as may be mutually agreed between HOABL Group and Schloss HMA, on a non-exclusive basis, with the prior written approval of the Leela Group at each instance of such usage to be obtained, in accordance with the framework that may be prescribed by the Leela Group, and on such terms as may be agreed between HOABL Group and Schloss HMA. HOABL shall provide and ensure that the affiliates, their management and advisors, provide Schloss HMA with all relevant information; access to all relevant employees, consultants and advisors of HOABL Group in order to enable Schloss HMA to conduct a comprehensive due diligence exercise and effectively evaluate the proposed transaction under (i), (ii) or (iii) above. Notwithstanding anything contained in this letter, the HOABL Group shall not enter into any agreement or arrangement with any third party (including any hospitality partner) in respect of (i) or (ii) aforesaid or in relation to the club amenities, branded residences, serviced apartments and such elements of the Development as set out in (iii) aforesaid, without the prior written consent of Schloss HMA. Further, save and except for: (a) any sale of plots forming part of the Development (other than any part of the Development for which the "Leela" brand is to be used) in favour of individuals (by themselves or through an entity owned by such individuals) for their residential use, and (b) creation of security on assets forming part of the Development in favour of banks / financial institutions in the ordinary course of business; HOABL Group shall not and shall ensure that their affiliates, officers, advisors, consultants or representatives shall not directly or indirectly encumber, transfer or dispose of the Development and/or the Property or any part thereof, or enter into any agreement to encumber, transfer or dispose of the Development and/or the Property or any part thereof, by itself or to or with any person (including but not limited to any sale, lease, license, mortgage, charge, lien or any similar arrangements) or modify any subsisting approvals in respect of the Development (save and except the modifications / amendments in the approvals of the Development which may be necessary as required by statutory norms and /or for change in size/ location of the plots for better planning of the layout).

10. **Proposed Facilities within the Territory**

- 10.1. The Parties agree that on and from the date hereof, in the event that the HOABL Group wishes to undertake, within a 12.5 kilometre radius of the Hotel Land, but not forming part of the Property ("Territory"), the construction, development and/or sale of any residential real estate project ("Project") which Project includes branded residences and/or serviced apartments and/or any facilities or amenities which shall be managed/ operated by a third party ("Proposed Facilities"), the Leela Group shall be entitled to participate in such Project in relation to the Proposed Facilities ("Proposed Transaction") in the manner set out in the succeeding provisions of this Paragraph 10.
- 10.2. If (I) HOABL Group proposes to undertake a Project within the Territory, which includes any Proposed Facilities, then HOABL Group shall first offer the Leela Group, the right to participate in such Proposed Transaction by sending a notice to Schloss HMA in writing ("HOABL Notice") which shall contain: (a) the Project specifications, (b) the scope of services proposed, (c) the commercial terms, and (d) any other material terms (collectively "Proposed Terms") before it offers the same to a third party, in the manner set out in Paragraph 10.3 to Paragraph 10.7 below; or (II) any entity of the HOABL Group is approached by and receives a *bona fide* offer in respect

of the Proposed Transaction from a third party, then prior to the consummation of any Proposed Transaction, Leela Group shall have the right but not the obligation to participate in such Proposed Transaction, in the manner set out in Paragraph 10.7 below.

- 10.3. In the event that a HOABL Notice has been issued pursuant to the foregoing, the relevant entities of HOABL Group shall provide all relevant information and documents to the Leela Group in order to enable Leela Group to conduct a comprehensive due diligence exercise and effectively evaluate the Proposed Transaction. It is clarified that, in the event that any amendment/ revision to the Proposed Terms is agreed between the relevant entities of the Leela Group and the HOABL Group during the Evaluation Period (*defined hereinbelow*), such amendment/ revision shall be deemed to form and constitute the terms for the Proposed Transaction, solely for the purposes of consummation of a Proposed Transaction between the HOABL Group and the Leela Group ("**Leela Amended Terms**").
- 10.4. In the event that Leela Group is agreeable to enter into the Proposed Transaction in respect of the Proposed Facilities on the Proposed Terms or the Leela Amended Terms, as the case may be, the relevant entity of Leela Group shall issue a notice in writing to the relevant entity of the HOABL Group of the same ("**Acceptance Notice**"), within a period of 30 (thirty) days from the date of receipt of the HOABL Notice ("**Evaluation Period**"). Upon issuance of the Acceptance Notice, the relevant entities of HOABL Group and Leela Group shall, on a good faith basis, engage in discussions with respect to the Proposed Facilities for the purposes of execution of binding definitive documents in relation to the Proposed Transaction, within a period of 150 (one hundred and fifty) days from the date of receipt of the Acceptance Notice ("**Execution Period**").
- 10.5. In the event that: (a) binding definitive documents for the Proposed Transaction that is the subject matter of the HOABL Notice are not executed within the Execution Period; (b) Schloss HMA has issued a notice communicating that the Leela Group is not desirous of participating in the Proposed Transaction within the Evaluation Period; or (c) the relevant entity of the Leela Group fails to issue the Acceptance Notice within the Evaluation Period, then the HOABL Group shall be permitted to approach third-parties with respect to the Proposed Transaction on the Proposed Terms or on terms more beneficial to the HOABL Group than the Proposed Terms and undertake and execute binding definitive documents in relation to the Proposed Transaction with such third party ("**Third Party Transaction**") within a period of 180 (one hundred and eighty) days from (x) the expiry of the Execution Period in case of (a) aforesaid, (y) the receipt of written notice issued by Schloss HMA, in case of (b) aforesaid, or (z) the expiry of Evaluation Period, in case of (c) aforesaid, as the case may be ("**Third Party Transaction Completion Period**"), provided that prior to entering into binding definitive documents in respect of a Third Party Transaction, the relevant entity of the HOABL Group shall provide to Schloss HMA a written notice which shall contain the identity of the third party with whom the HOABL Group proposes to consummate a Third Party Transaction ("**Third Party**") and the details of the final terms agreed with such Third Party.
- 10.6. If the binding definitive documents in relation to the Third Party Transaction are not executed within the Third Party Transaction Completion Period, then the HOABL Group shall not be entitled to enter into any Proposed Transaction with respect to the Proposed Facilities that is the subject matter of the HOABL Notice with any third party, without re-offering the same to the Leela Group in accordance with the provisions of this Paragraph 10.

Leela Group's Right of First Refusal

- 10.7. In the event that: (i) (a) binding definitive documents in relation to the Proposed Transaction that is the subject matter of the HOABL Notice are not executed within the Execution Period; (b) Schloss HMA has issued a notice communicating that the Leela Group is not desirous of participating in the Proposed Transaction within the Evaluation Period; or (c) the relevant entity of the Leela Group fails to issue the Acceptance Notice within the Evaluation Period, as the case may be, and the HOABL Group approaches third-parties with respect to the Proposed Transaction on terms less beneficial to HOABL Group or more beneficial to such third parties than the Proposed Terms; or (ii) the HOABL Group is approached by a third party in relation to the Proposed Transaction as envisaged in Paragraph 10.2(II) above, then upon receiving a *bona fide* offer from such third party (in each case, "**Proposed Third Party**"), but prior to the consummation of any transaction with such Proposed Third Party, Leela Group shall have the right but not the obligation to participate in the Proposed Transaction with respect to the same, in the following manner ("**ROFR**");
- (a) The relevant entity of the HOABL Group shall issue a notice to Schloss HMA in writing ("**ROFR Notice**"), which shall contain details of: (i) the identity of the Proposed Third Party; and (ii) the project specifications, (iii) the scope of services proposed, (iv) the commercial terms, and (v) any other material terms (in each case, collectively, "**Third Party Terms**");
 - (b) In the event that the HOABL Group is approached by a Proposed Third Party in relation to the Proposed Transaction as envisaged in Paragraph 10.7(ii) above, then the HOABL Group shall, upon issuance of a ROFR Notice, provide all relevant information and documents in order to enable Leela Group to conduct a comprehensive due diligence exercise and effectively evaluate the Proposed Transaction;
 - (c) The relevant entity of the Leela Group shall have the right to exercise its ROFR by issuing a written notice to the relevant entity of the HOABL Group ("**ROFR Acceptance Notice**") within a period of: (i) 15 (fifteen) days from the date of receipt of the ROFR Notice, in case of Paragraph 10.7(i) above, and (ii) 30 (thirty) days from the date of receipt of the ROFR Notice, in case of Paragraph 10.7(ii) above, as the case may be (in each case, "**ROFR Period**");
 - (d) In the event that a ROFR Acceptance Notice is issued by the relevant entity of the Leela Group, then the relevant entities of HOABL Group and Leela Group shall, on a good faith basis, engage in discussions with respect to the Proposed Facilities, for the purposes of execution of binding definitive documents in relation to the Proposed Transaction within a period of: (i) 60 (sixty) days from the date of receipt of the ROFR Acceptance Notice, in case that the Leela Group is entitled to a ROFR pursuant to Paragraph 10.7(i)(a) above, and (ii) 150 (one hundred and fifty) days from the date of receipt of the ROFR Acceptance Notice, in all other cases pursuant to Paragraph 10.7(i)(b), 10.7(i)(c) and 10.7(ii) above, as the case may be (in each case, "**ROFR Completion Period**");
 - (e) In the event that: (i) binding definitive documents for the Proposed Transaction that is the subject matter of the ROFR Notice are not executed within the ROFR Completion Period; (ii) Schloss HMA has issued a notice communicating that the Leela Group is not desirous of exercising the ROFR within the ROFR Period; or (iii) the relevant entity of the Leela Group

fails to issue the ROFR Acceptance Notice within the ROFR Period, then the HOABL Group shall be permitted to consummate and execute binding definitive documents in relation to the Proposed Transaction with the Proposed Third Party identified in the ROFR Notice on the Third Party Terms ("**Proposed Third Party Transaction**") within 180 (one hundred eighty) days from: (x) the expiry of the ROFR Completion Period in case of (i) aforesaid, (y) the receipt of written notice issued by Schloss HMA, in case of (ii) aforesaid, or (z) the expiry of ROFR Period, in case of (iii) aforesaid, as the case may be ("**Proposed Third Party Transaction Period**");

- (f) If the binding definitive documents in relation to the Proposed Third Party Transaction are not executed within the Proposed Third Party Transaction Period, the HOABL Group shall not be entitled to enter into any Proposed Transaction with respect to the Proposed Facilities that is the subject matter of the ROFR Notice, with any third party, without re-offering the same to Leela Group in accordance with the provisions of this Paragraph 10.

11. **Competing Transaction**

- (i) Save and except as permitted in accordance with Paragraph 9 and Paragraph 10 above, HOABL Group shall not directly or indirectly and shall ensure that their affiliates, officers, advisors, consultants or representatives shall not, directly or indirectly, (a) undertake a Competing Transaction (*defined hereinafter*); (b) solicit, enter into or participate in any discussions, negotiations or arrangements with or provide any information to any person, other than the Leela Group, in connection with a Competing Transaction; or (c) enter into any agreement, arrangement or understanding relating to any potential Competing Transaction; or (d) take any action to encourage or facilitate the foregoing or the making of any proposals or inquiries that may reasonably be expected to lead to a Competing Transaction.

The term "**Competing Transaction**" means, any transaction, agreement or understanding that, directly or indirectly (a) competes with the proposed transaction or the understanding contained in this letter, in any manner; or (b) results or is likely to result in, precluding or preventing the Leela Group from pursuing the proposed transaction or the understanding contained in this letter, materially in the same form; or (c) involves the Development and/or the Property.

- (ii) HOABL shall, and shall cause each of their affiliates, and their employees, directors and advisors to immediately discontinue any existing discussions with other persons and entities relating to a potential Competing Transaction.

12. **Leela Restrictive Covenants**

Leela Group shall not directly or indirectly, without the prior consent of HOABL: (i) acquire any interest in any branded residences or serviced apartments in the Territory under the "Leela" brand, (ii) enter into any agreement with any person for (a) the acquisition of any interest in any branded residences or serviced apartments in the Territory under the "Leela" brand, or (b) the management of any branded residences or serviced apartments in the Territory under the "Leela" brand, (iii) solicit, enter into or participate in any discussions or negotiations with any person in connection with any transaction or arrangement set out in Paragraph 12(i) or Paragraph 12(ii), and (iv) take any action to encourage or facilitate the making of any proposals or inquiries that may reasonably be expected to lead to any transaction or arrangement set out in Paragraph 12(i) or Paragraph 12(ii). Leela Group shall immediately discontinue any existing discussions with other persons or entities relating to any transaction or arrangement set out in Paragraph 12(i) or Paragraph 12(ii).

13. Representations and Warranties

- (i) Each Party represents and warrants to the other Parties hereto that the following shall be true on and as of the date hereof:
 - (a) it is duly incorporated, established and organized, and is validly existing and in good standing under the laws of its relevant state and is duly registered and authorised to do and conduct its business;
 - (b) it has the full legal right, power, capacity and authority to enter into this letter to the extent it is a party hereto and to perform its obligations under this letter to the extent it is a party hereto in accordance with the terms herein;
 - (c) the execution and delivery of this letter and the performance by the Party of its obligations under this letter (i) have been duly and validly authorised by all necessary corporate actions on its part, (ii) do not conflict with or result in a violation of its constitutional documents or any agreement or arrangement to which such Party is a party, or any law, regulation, written order, ruling, decree, judgment or arbitration award to which the Party is subject, or constitute a default thereunder that could have a bearing on the condition of or on the ability of such Party to consummate the transactions contemplated hereby or requires the consent, approval or authorisation of any third party (including from any governmental authorities), (iii) do not constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable law for the protection of debtors or creditors and this letter upon execution by the authorised signatories of a Party shall constitute legal, valid and binding obligations of the Party, enforceable against it in accordance with its terms.
- (ii) HOABL and HRPL jointly and severally represent and warrant to Leela Group that the HOABL Group has not entered into any agreements or arrangements in relation (i) operation / management of the club house forming part of the Development, (ii) in-villa services, common area services and other services in the Development, (iii) usage of any brand in relation to the club amenities, branded residences, serviced apartments and other elements of the Development, (iv) participation in real estate project which includes the Proposed Facilities within the Territory, or (v) Competing Transaction.
- (iii) Schloss HMA represents and warrants to HOABL Group that the Leela Group has not entered into any agreements or arrangements in relation (i) the acquisition of any interest in any branded residences or serviced apartments in the Territory under the "Leela" brand, or (ii) the management of any branded residences or serviced apartments in the Territory under the "Leela" brand.

14. Confidentiality

- (i) The Parties shall and shall ensure that their respective representatives, affiliates, officers, employees, and advisors to whom they disclose Confidential Information, shall, keep the same confidential, unless there is mutual written agreement to disclose such contents or facts, or if the parties are required to disclose such information as may be required for any legal, regulatory or other statutory purposes, in which case, to the extent permissible and practicable, a prior notice will be provided by the disclosing Party to the other Parties.
- (ii) Notwithstanding anything to the contrary mentioned in this letter, Schloss HMA and its affiliates shall be entitled to make disclosures in relation to: (a) this letter and the contents herein; and (b) the Development in any offer documents or other documents / materials in connection with any public offering of securities which may be prepared or issued by

Schloss IMA or an affiliate of Schloss IMA. Further, HOABL shall provide the relevant information and documents, as may be requested by Schloss IMA or any of its affiliates for the purpose of making the disclosures as mentioned in (b) above and for complying with applicable law, regulation, the rules of any stock exchange or any directions or communications received from any governmental or regulatory authority.

15. Dispute Resolution

- (i) Any and all disputes or claims between the Parties arising out of or in connection with this letter or its performance (including its validity, interpretation, breach and termination) ("**Dispute**") shall, so far as is possible, be settled amicably between the Parties.
- (ii) If a Party gives the other Party notice that a Dispute has arisen ("**Dispute Notice**") and the Parties are unable to resolve the Dispute amicably within a period of 30 (thirty) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree in writing), then the Dispute shall, at the written request either Party, be referred to and finally resolved by binding arbitration in accordance with the provisions of Paragraphs 15(iv) to 15(viii) below.
- (iii) Such arbitration shall be governed by the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**"), which are deemed to be incorporated by reference in this Paragraph. The seat of arbitration shall be Singapore, and the venue of arbitration shall be New Delhi. All proceedings of such arbitration, including the award, shall be in the English language and shall be kept confidential by the Parties.
- (iv) The arbitration tribunal shall consist of 3 (three) arbitrators. 1 (one) arbitrator shall be appointed by the claimant and 1 (one) arbitrator shall be appointed by the respondent. The arbitrators shall be appointed as aforesaid within 15 (fifteen) days of the reference of the dispute to arbitration. If either party fails to nominate an arbitrator within 15 (fifteen) days of receiving the nomination of an arbitrator by the other party, such arbitrator shall be appointed in accordance with the SIAC Rules.
- (v) The 2 (two) arbitrators appointed as per Paragraph 15(v) above shall, in turn, jointly appoint the 3rd (third) arbitrator. The 3rd (third) arbitrator shall be selected by the 2 (two) arbitrators so appointed within a period of 30 (thirty) days of their appointment, and where such third arbitrator has not been selected within the said period, the 3rd (third) arbitrator shall be appointed in accordance with the provisions of the SIAC Rules.

16. Governing Law and Jurisdiction

This letter and the relationship between the Parties shall be governed by, and interpreted in accordance with the laws of India. Subject to Paragraph 15 (*Dispute Resolution*), the Parties agree to be subject to the exclusive jurisdiction of the courts in New Delhi.

17. Notices

Notices and other communications hereunder or in connection herewith shall be in writing and in English signed by or on behalf of the Party giving it and shall be sent either: (i) by email; or (ii) if accompanied by email, through either: (a) personal delivery; or (b) registered mail or commercial courier, in each case addressed to the appropriate Party at the following addresses or such other place as such Party may from time to time designate:

Party	Address	Email	Marked for the attention of:
House of Abhinandan Lodha Private Limited	3 rd Floor, Lodha Excelus, Apollo Mills Compound NM Joshi Marg, Mahalakshmi Mumbai 400011	compliance@hoabl.in	Head Compliance
HOABL Realtech Private Limited	3 rd Floor, Lodha Excelus, Apollo Mills Compound NM Joshi Marg, Mahalakshmi Mumbai 400011	compliance@hoabl.in	Head Compliance
Schloss HMA Private Limited	Leela Palaces, Hotels and Resorts, Equinox Business Park, Tower 4, LBS Road, Kurla (W), Mumbai 400070	ravi.shankar@theleela.com sougata.kundu@theleela.com	Ravi Shankar & Sougata Kundu

18. Miscellaneous

- (i) This letter sets out the entire agreement and understanding between the Parties with respect to subject matter hereof and supersedes all previous writings or discussions between any Parties in connection with transactions referred to herein, including but not limited to the term sheet dated 4 September 2024 (as extended).
- (ii) Each Party agrees to do all such acts and things and exercise all available voting rights and powers (direct or indirect) in relation to a person and to execute and deliver all such documents, necessary or required to give effect to terms hereof.
- (iii) Nothing contained herein shall or deem to constitute a partnership or association of persons between Parties, and no Party shall hold itself out as agent of the other.
- (iv) This letter may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this letter by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.
- (v) The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or to enforce the performance of the covenants, representations and obligations contained herein. These remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity.
- (vi) No amendments hereof shall be binding on any Party, unless agreed in writing by each Party.
- (vii) Subject to the provisions hereof, this letter is personal to the Parties and shall not be capable of assignment, except with prior written consent of other Parties.
- (viii) No waiver of any breach of any provision hereof shall constitute a waiver of any prior,

concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and duly signed by the waiving Party. Neither waiver by any Parties of a breach of or a default under any provisions hereof, nor failure by any Party, on one or more occasions, to enforce or timely enforce any provisions hereof or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

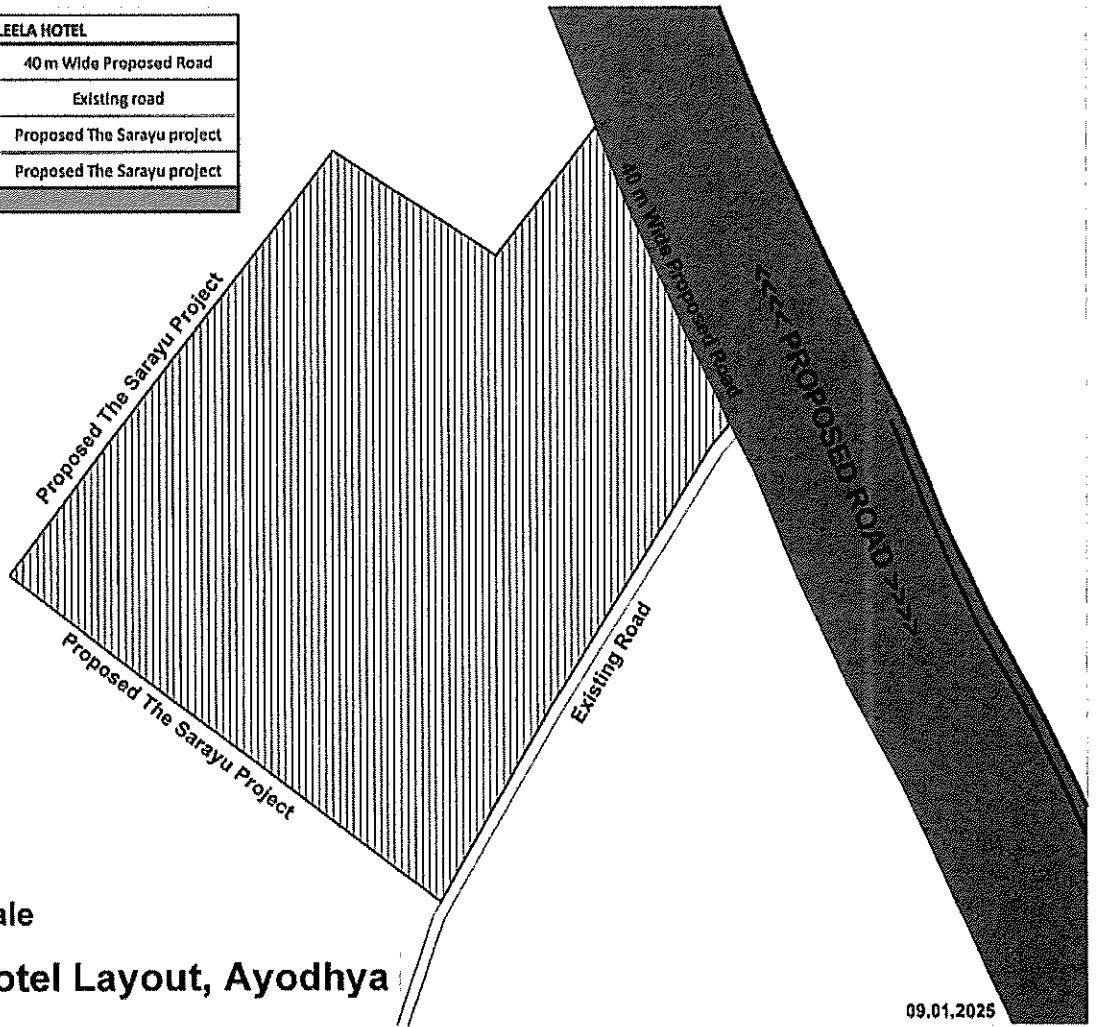
- (ix) If any provision hereof is or becomes invalid, illegal or unenforceable under law, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included herein but without invalidating any remaining provisions hereof, which shall not in any way be affected or impaired. The Parties hereto shall then mutually agreed and replace the invalid or unenforceable provisions with a valid and enforceable provision, achieving as nearly as possible the intended commercial effect of the aforesaid provision.
- (x) Each Party shall bear their respective fees, costs and expenses incurred in connection with the preparation, execution and performance hereof and transactions contemplated herein.

**SCHEDULE
DETAILS OF GATA NOS. OF THE PROPERTY**

Gata No.	Acre
1436	0.953
1440	0.625
1441	1.563
1443	0.625
1444	0.781
1445	0.497
1437 व/2	0.267
1442 ब/1	3.675
1442 मि.	0.834
1442 व/5	3.521
1442 स/3	1.875
1442/6 मि.	0.176
1446/2	1.016
1462 अ	0.156
1462 ब	1.000
1462/2340	0.375
1463 अ	0.813
4 ई/17	0.344
4 ई/5	5.766
4 ख/6	4.375
4अ/10	1.563
4अ/13	0.833
4अ/4	6.276
4अ/7	1.284
4ए/18	2.713
76/1	0.833
76/2	1.250
76/3	2.500
77-82	2.135
83-86	0.109
83-94,96	0.163
83-96	3.386
91-96	1.563
95व/1	0.016
Total	53.860

AYODHYA-LEELA HOTEL	
On or Towards The North	40 m Wide Proposed Road
On or Towards The East	Existing road
On or Towards The South	Proposed The Sarayu project
On or Towards The West	Proposed The Sarayu project

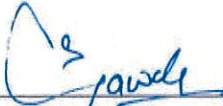
Land Area - 5.58 acres



09.01.2025

This Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.


FOR AND ON BEHALF OF HOUSE OF ABHINANDAN LODHA PRIVATE LIMITED


Name & Designation: Sagar Grawde, Director
Authorized Signatory



This Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

FOR AND ON BEHALF OF HOABL REALTECH PRIVATE LIMITED


Name & Designation: Sagen Grawde, Director

Authorized Signatory



This Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

FOR AND ON BEHALF OF SCHLOSS HMA PRIVATE LIMITED

Ravi Shankar



Name & Designation: Ravi Shankar - Director

Authorized Signatory