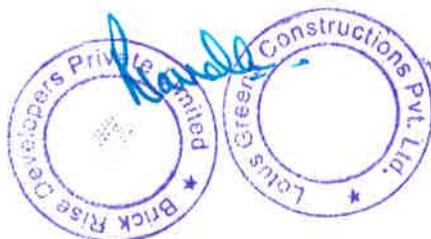


## ANNEXURE A

**"RESOLVED THAT** the Company do hereby nominate, constitute authorize and appoint, **Godrej Properties Limited** being the Shareholder of the Company, through any of its Directors to do, execute and perform, the following acts, deeds, matters and things, for us, in the name and for and on behalf of the Company to carry out its obligation under the Development Management Agreement (DMA) for Plot No. SC-02/H and SC-02/I, Sports City, Sector 150, Noida: -

- (i) To appoint Architect, Consultants, PMC and Main Contractor in relation to the Development of the Project and negotiate terms (except for the rate of award for Main Contractor which shall be negotiated jointly by Shareholders and GPL) of the contract / amendments with the Architect, Consultants, PMC and Main Contractor including timelines and intermediate milestones for construction, detailed Bill of Quantities and Bill of Materials and further to approve all invoices in relation to the Architect, Consultants, PMC and Main Contractor.
- (ii) To solely give instructions to the Architect, Consultants, PMC and Main Contractor on day to day basis and take day to day decisions with respect the affairs of the company in relation to the project.
- (iii) To obtain and renew, the approvals that may be required for launch, construction, development, completion and handing over of the project and to undertake all acts required for the same like signing documents, appearing before authorities etc.
- (iv) To have the right on behalf of the Company to sign, verify and execute the Purchaser Documents, which is agreed in terms of clause 7.6 of the DMA, with the purchaser w.r.t the project in ordinary course of business.
- (v) To undertake compliance with Applicable Laws including Real Estate (Regulation and Development) Act, 2016 including signing documents on behalf of the Company, filing the same etc in this regard.

And for the aforesaid purposes, to sign, execute, register (if required) in the name and on behalf of the Company and submit



Godrej Properties Limited  
Gaurav  
Authorized Signatory

all necessary applications, letters, forms, statements, affidavits, declarations, undertakings, indemnities, agreements and other deeds, documents, instruments, papers and to do and perform all other necessary acts, deeds, things and matters.

- (vi) To approve the interest waiver schemes and cancelation policy with regard to the Purchasers as per the policy mutually agreed between Lotus and GPL.
- (vii) To carry out and/or cause to carry out any other related or ancillary activities pertaining to the management and Development of the Project;
- (viii) To allow and accept deputation of such resources of the DM as it may deem necessary for carrying out the Management Services in accordance with the DMA
- (ix) To support the DM to Determine the Staff requirement at site
- (x) All the authorities and discretions hereby given and granted to and conferred upon GPL, shall be exercised by them subject to and in accordance with the provisions of the DMA and Applicable Laws in force for the time being and from time to time;
- (xi) To extend necessary support to the DM for rendering services in terms of Article 6 and 7 of the DMA so as to ensure the effective and smooth execution, construction, development and completion of the Project. of the Project
- (xii) To instruct the trustee to release payments to the respective vendors on GPL's instructions upto the limits agreed in the Schedule attached with the Shareholders Agreement dated 11<sup>th</sup> July 2017. Provided that GPL shall issue such instructions based on the certification issued by the PMC in accordance with clause 10.11 of the DMA (inserted vide Addendum to DMA) read with clause 5\_of the Addendum to DMA.
- (xiii) This resolution shall be valid till The Completion of the Project or termination of the DMA, whichever is earlier.



Authorised Signatory  
Gaurav