



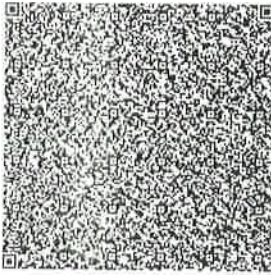
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL654030627430790  
Certificate Issued Date : 30-Jun-2016 05:28 PM  
Account Reference : IMPACC (CR)/ dl796710/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL796710302081501081480  
Purchased by : LOTUS GREENS CONSTRUCTIONS PRIVATE LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : LOTUS GREENS CONSTRUCTIONS PRIVATE LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : LOTUS GREENS CONSTRUCTIONS PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



Please write or type below this line

Deed of Assignment dt. 10/07/17

Rande



Authorised Signatory  
Gauri

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## DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT ("Assignment") is made and executed in New Delhi on this 11<sup>th</sup> July, 2017

### BETWEEN

**LOTUS GREENS CONSTRUCTIONS PRIVATE LIMITED**, (CIN NO U70200DL2013PTC248919, PAN NO AACCL4789J) a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Flat No. 14, Ground Floor, Pul Pehlad Pur, DDA MIG Suraj Apartment, New Delhi 110044 through its authorized signatory, duly authorized through resolution passed in the meeting of Board of Directors held on 22<sup>nd</sup> June, 2017, hereinafter referred to as "**Assignor/ LGCPL**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns) of the **First Part**;

### AND

**BRICK RISE DEVELOPERS PRIVATE LIMITED**, (CIN NO U70102UP2016PTC077246, PAN NO AAGCB6462L) a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 7th Floor, Tower B, Plot No. 8, Sector-127, Noida-201301 through its authorized signatory, duly authorized through resolution passed in the meeting of Board of Directors held on 24<sup>th</sup> June, 2017, hereinafter referred to as "**Assignee/ Brick Rise**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns) of the **Second Part**

### AND

**GODREJ PROPERTIES LIMITED**, (CIN NO L74120MH1985PLC035308, PAN NO AAACG3995M) a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079 and also having its office at 3<sup>rd</sup> Floor, Tower A, UM House, Plot no. 35, Sector-44, Gurgaon (Haryana) through its authorized signatory duly authorized through resolution passed in the meeting of Board of Directors held on 29<sup>th</sup> June 2017, hereinafter referred to as "**Development Manager**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns) of the **Third Part**.

Assignor, Assignee and Development Manager shall wherever the context requires be referred to collectively as "**Parties**" and individually as "**Party**" hereto.

### WHEREAS:

- A. LGCPL with the intent to develop, construct and erect a residential group housing complex on the Subject Plot ("**Project**") had entered into a Development Management Agreement dated December 14, 2015 ("**DMA**") (Annexure A) with the Development Manager to render the Development Management Services which shall include the association of the Godrej Brand Name with the Project in accordance with the DMA. That LGCPL and the Development Manager had entered into the DMA for the purpose of stating their respective rights, roles, entitlements and obligations including the manner in which the Development Management Services shall be provided by the Development Manager.

- B. That subsequently, LGPCPL sought to sub-lease the Subject Plot to its fully owned subsidiary i.e. the Assignee herein. LGCPL, pursuant to the permission granted by NOIDA vide its letter dated June 6, 2016, executed a Sub Lease Deed dated June 15, 2016, which is registered in the office of the Sub-Registrar- II, Noida, vide Book No. 1 Volume No. 7881 Page No. 251 to 300 as Document No. 6335 dated June 17, 2016 (hereinafter referred to as the "Sub Lease Deed") in favour of the Assignee whereby the lease hold right vesting in favour of LGCPL were transferred to Assignee. Subsequently, NOIDA vide its letter dated July 08, 2016 has taken on record the execution of aforesaid Sub-lease deed.
- C. Pursuant to the aforesaid Sub-Lease Deed, it has been mutually agreed that all rights, entitlements and obligation of the Assignor under the DMA be assigned in favour of the Assignee by way of execution of the present Deed, where after, all rights, entitlement and obligation of Assignor under the DMA shall accrue to Assignee.

**NOW THEREFORE**, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration contained in the DMA, the sufficiency of which is hereby acknowledged, the Parties have executed this Assignment Deed on the following terms:

**1. Assignment**

- 1.1. The Assignor, vide this Deed, irrevocably assigns any/all existing and future rights, entitlements and obligations arising from the DMA, accruing from or towards the Development Manager and/or to a third party from the Assignment Date in favour of the Assignee, which the Assignee hereby conforms and accepts.
- 1.2. The Assignee has been provided with a copy of the DMA, contents whereof are clearly read and understood by the Assignee. The Assignee undertakes to uphold the terms of the DMA and be bound by the same in every way as if it was the original party to it in place of the Assignor. The Assignee shall enjoy the rights and benefits of the Assignor under the DMA and agree and undertake to fulfil and perform all duties and obligations of the Assignor under the DMA. All references to the Assignor in the DMA shall be read and construed as references to the Assignee.
- 1.3. GPL shall be entitled to exercise its rights and shall be obligated perform its obligations as contained under the DMA vis-a-vis the Assignee as if the Assignee was the original party to DMA in place of the Assignor.

**2. Assurances**

- 2.1. The Assignor shall, at the request and cost and expenses of the Assignee and/ or the Development Manager, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee and/ or the Development Manager consider necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Assigned Rights.
- 2.2. The Assignor confirms and covenants that in the event the Assignee is not able to fulfil and/ or perform any of its liabilities and obligations towards the Development Manager and/ or any third party/s in terms of the DMA which entails a financial liability, the Assignor shall, during the term of this Deed and DMA, be liable, towards the Development Manager and/ or any third party/s, for meeting with such financial liability and shall be obligated to ensure performance of such act, as it would have in its original capacity under the DMA. As such, the Assignor and assignee shall always, for the term of this Assignment and the DMA, be jointly and severally liable for the financial liabilities which may arise in respect to the Subject Land and /or the Project.

**3. Entire agreement and variation**



- 3.1. This Assignment and the DMA constitute the entire agreement between the parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.
- 3.2. No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Assignment.
- 3.3. Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Development Management Agreement.

4. **Assignment**

The Assignee shall not be entitled to further assign this Assignment or any part of this Assignment.

5. **Miscellaneous**

Each Party represents and warrants to each of the other Parties that, (i) it has all requisite power and authority to enter into this Assignment Deed, to perform its obligations hereunder and thereunder and the same will not result in any material violation or breach of or default under any applicable law to which such Party is subject and (ii) all corporate acts and other proceedings required to be taken by each of the Party to authorize the execution, delivery and performance of this Assignment Deed have been duly and properly taken.

6. **Counterparts**

This Assignment may be executed in three counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed on the day and year first hereinabove written and in the manner hereinafter mentioned.

Signed and delivered for and on behalf of **Lotus Greens Constructions Private Limited**

Signed and delivered for and on behalf of **Godrej Properties Limited**

  
Authorized Signatory

Dated: 11.07.2017

  
Authorized Signatory

Dated: 11.07.2017

Signed and delivered for and on behalf of **Brick Rise Developers Private Limited**

  
Authorized Signatory

Dated: 11.07.2017

Witnessed by:

1.

2.