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Purchased by	: DEVKI NANDAN TANEJA
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Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DEVKI NANDAN TANEJA
Second Party	: Not Applicable
Stamp Duty Paid By	: DEVKI NANDAN TANEJA
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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This stamp Paper forms an integral part of the Admission Deed dated 03.12.2021 executed between Godrej Projects North LLP, Godrej Properties Ltd., Godrej Projects Development Ltd., Sh. Devki Nandan Taneja and Sh. Kamal Taneja.

Godrej Projects North LLP

Godrej Properties Limited

Authorized Signatory

Statutory Alert:

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Authorized Signatory

Godrej Projects Development Limited

Authorized Signatory

ADMISSION CUM RECONSTITUTION DEED

DECEMBER 03, 2021

AMONGST

GODREJ PROJECTS NORTH LLP

("LLP")

AND

GODREJ PROPERTIES LIMITED

("GPL")

AND

GODREJ PROJECTS DEVELOPMENT LIMITED

("GPDL")

AND

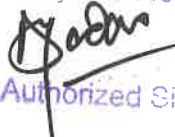
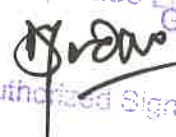



DEVKI NANDAN TANEJA

("Incoming Partner 1")

AND

KAMAL TANEJA

("Incoming Partner 2")

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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ADMISSION CUM RECONSTITUTION DEED

This **ADMISSION CUM RECONSTITUTION DEED** ("DEED") is made and executed at Delhi on this 03rd day of December 2021,

AMONGST

GODREJ PROJECTS NORTH LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN: AAI-7141), having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079, through its authorized signatory Mr. Digvijay Yadav, duly authorized vide resolution dated November 25, 2021 (hereinafter referred to as the "**LLP**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors in interest, nominees and permitted assigns);

AND

GODREJ PROPERTIES LIMITED, a company incorporated under the Companies Act, 1956 (CIN: L74120MH1985PLC035308) (PAN NO. AAACG3995M), having its registered office at Godrej One, 5th Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079, Maharashtra, and regional office at U.M. House, Sector 44, Gurugram, Haryana, through its authorized representative Mr. Digvijay Yadav, duly authorized vide board resolution dated October 18, 2021 (hereinafter referred to as "**GPL**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors in interest, nominees and permitted assigns);

AND

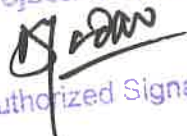




GODREJ PROJECTS DEVELOPMENT LIMITED, a company incorporated under the Companies Act, 1956 (CIN: U70102MH2010PLC210227) (PAN AAECG0366L), having its registered office at Godrej One, 5th Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079, Maharashtra and regional office at U.M. House, Sector 44, Gurugram, Haryana, through its authorized representative Mr. Gautam Babbar, duly authorized vide board resolution dated November 30, 2021 (hereinafter referred to as "**GPDL**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, nominees and permitted assigns);

AND

Mr. Devki Nandan Taneja, (PAN NO. AAFPT1130P and Aadhar No. 6811 5063 6139), S/o Late Shri. Ghanshyam Das Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as "**Incoming Partner-1**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns);

AND

Mr. Kamal Taneja, (PAN NO. AAAPT8298H and Aadhar No. 4558 3046 1440), S/o Mr.

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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Devki Nandan Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as **"Incoming Partner-2"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns).

'Incoming Partner-1' and **'Incoming Partner-2'** shall hereinafter be together referred to as the **"Incoming Partners"**.






'GPL' and **'GPDL'** are hereinafter collectively referred to as the **"Existing Partners"**.

'Existing Partners' and **'Incoming Partners'** shall hereinafter be together referred to as the **"Partners"**.

'LLP', **'Existing Partners'**, **'Incoming Partners'**, shall hereinafter individually be referred to as a **"Party"** and collectively / together as **"Parties"**.






WHEREAS:

- A. The LLP was incorporated as a limited liability partnership under the LLP Act, with GPDL, Godrej Skyline Developers Private Limited as its original partners, by and under the LLP Agreement dated March 2, 2017 as amended and reconstituted by the Admission Cum Reconstitution Deed dated August 22, 2017. The Parties are entering into this Deed, with the intent for this Deed to, inter-alia, supersede the said Admission Cum Reconstitution Deed dated August 22, 2017 (**"LLP Deed"**) and to induct the Incoming Partners as partners to the LLP.
- B. Existing Partners have agreed to introduce Incoming Partners as new partners in the LLP and to act and undertake the functions and to acquire the entitlements as are stated in this Deed, and Incoming Partners have agreed to the same. Incoming Partners, Existing Partners and the LLP confirm that they are legally competent to enter into this Deed, and to execute and register all necessary deeds and documents (if required) in this regard including this Deed.
- C. Simultaneously with the execution of this Deed, the LLP has acquired right, title and interest in 50% (fifty percent) undivided share (**"IP Land Share"**) of freehold plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi and more particularly described in **Schedule-I** hereunder written. The plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi is demarcated in the plan annexed hereto as **Schedule-II** (hereinafter referred to as the **"Subject Plot"**). The right, title and interest in the said 50% (fifty percent) undivided share of Subject Plot has been acquired by the LLP from the Incoming Partners, by and under a sale deed executed by the Incoming Partner-1 and Incoming Partner-2 in favour of the LLP and the said sale deed has been executed and

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Properties Limited Authorized Signatory GPL	 Godrej Projects Development Limited Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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presented for registration to the jurisdictional sub registrar simultaneously with the execution of this Deed on even date ("**Sale Deed**").

- D. The Incoming Partners have agreed to contribute the IP Land Share as its capital contribution into the LLP in order to enable the LLP to execute the planning, construction and development of IP Land Share along with SKP Land Share (*as defined herein below*). Such capital contribution of the Incoming Partners has been recorded in the LLP by virtue of the said Sale Deed to enable the LLP to acquire the IP Land Share in its favour. Parties hereby agree that the value of the IP Land Share has been fixed at INR 1,20,00,00,000/- (Rupees One Hundred and Twenty Crore Only) plus IP Penthouse (*as defined herein below*). GPL shall infuse INR 60,00,00,000/- (Rupees Sixty Crores Only) in the LLP in form of its capital contribution. Such infused amount by GPL shall be utilized by the LLP to pay the Incoming Partners in tranches set out in Clause 3.2 of this Deed, towards withdrawal of capital contribution (net of applicable TDS on sale consideration of the IP Land Share). Such tranches shall be utilized by the Incoming Partners to discharge debts towards the lender in accordance with the no-objection letter issued by the lender and henceforth release of charge/ mortgage on the Subject Land being introduced in the LLP (by way of capital contribution by the Incoming Partners and acquisition of Development Rights under DR Transfer Agreement) or the LLP shall directly pay to the lender, on behalf of the Incoming Partners, for discharge of said debts in accordance with the no-objection letter issued by the lender.
- E. Simultaneously with the execution of this Deed, the LLP has acquired 100% (one hundred percent) exclusive, irrevocable and unequivocal Development Rights (*as defined herein below*) in the balance 50% (fifty percent) undivided share of the Subject Plot ("**SKP Land Share**"). The Development Rights (*as defined herein below*) have been acquired by the LLP from the SK Promoters, (Reg. No 2204 of 2008 and PAN NO. ABJFS3303G), a partnership firm existing under the laws of India and having its office at 3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi 110 085 (hereinafter referred to as "**SKP**"), under a development right transfer agreement executed by SKP in favour of the LLP ("**DR Transfer Agreement**") and the said DR Transfer Agreement has been executed and presented for registration to the jurisdictional sub registrar simultaneously with the execution of this Deed on even date.
- F. The Parties are now entering into this Deed to record, inter-alia, (i) admission of the Incoming Partners as Partners in the LLP and recording of IP Land Share as capital contribution by the Incoming Partners, (ii) the inter-se rights and obligations of the Partners, (iii) rights and obligations of the Partners vis-à-vis the LLP, (iv) terms and conditions relating to construction, development, marketing and sale of the Project (as defined herein) by the LLP, and (v) rights and obligations of the Partners vis-à-vis construction, development, marketing and sale of the Project, including the form and manner of payments to be made or profits to be shared between the Parties in relation to the said Project.

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>OPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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NOW, THEREFORE IT IS AGREED BY THE PARTNERS AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1. In addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Deed, the definitions listed below shall apply throughout this Deed.



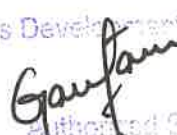
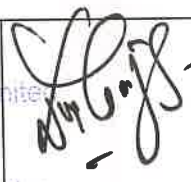

1.1.1. **"2016 Act and Rules"** shall mean the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder for the National Capital Territory of Delhi as amended from time to time;

1.1.2. **"Applicable Law"** or **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;




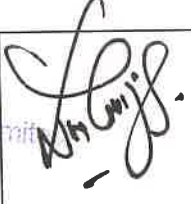

1.1.3. **"Approval Risk"** shall mean (i) any impediment or breach of the Approvals; or (ii) the cancellation of any Approval, due to any act or omission or breach of the Approvals by the Incoming Partners, SKP and/or any Person acting under/through or on behalf of them;

1.1.4. **"Approvals"** shall mean all approvals (including their renewals thereof) required for the Project including without limitation applications, permissions, authorizations, consents, clearances, licenses, exemptions, no-objection certificates, letters of intent, annexure, commencement certificates, occupation certificates, completion certificate, sanctions of layout plans (and any modification or amendments thereto), sanctions of building plans (and any amendments thereto), approvals for mortgage, any other permission sanction, approval for transfer of constructed units as may be applicable and/or required from various authorities or committees or departments or agencies such as State Government, National Monument Authority, Archaeological Survey of India (ASI), New Delhi Municipal Council (NDMC), Wild life Board, Fire Department, Water Department, Sewerage Department, Airports Authority of India, Pollution Control Board/Central Government, Ministry of Environment and Forest, Delhi RERA or any other concerned statutory and Governmental Authority as may be required under law. The term Approvals shall mean and include Incoming Partner Approvals and Existing Approvals;

1.1.5. **"Business Day"** shall mean all working days, save and except Sunday and any day that is a Bank Holiday or a Public Holiday in New Delhi and Mumbai;

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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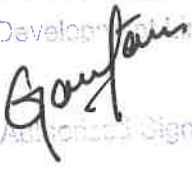
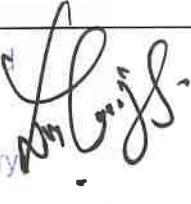

- 1.1.6. **“Business Plan”** shall mean the plan setting out, inter alia, estimates of the cost of construction, sales revenue projections, collection projections, sale pricing duly prepared by GPL and approved by all Partners and shall include any revisions/modifications made thereto.
- 1.1.7. **“Closure of Project”** shall mean completion of all the activities mentioned herein: (a) the completion of the construction and development of the Project as per the construction plan, architectural design and relevant permission / Approvals and as evidenced by the occupation certificate issued by the concerned Governmental Authority with respect to the Project; (b) the Saleable Area in the Project has been transferred / sold to the Purchasers and all Receivables for transfer / sale / lease of such Saleable Area has been received in full by the LLP; (c) all documents, deeds and writings for such sale, transfer and conveyance of the entire Saleable Area have been executed in favour of the Purchasers; (d) the Common Organization has been formed for all developments within the Project wherever it is required in accordance with Applicable Laws; (e) all accounts are closed and settled with all Third Parties; (f) settlement of all disputes and legal proceedings (whether regulatory, tax or otherwise); (g) the defect liability period as provided under the 2016 Act and Rules is over; and (h) all payments payable to the Development Manager in terms of the DM Agreement has been paid in full.
- 1.1.8. **“Common Organization” / “RWA”** means the association of the apartment owners of the Project to be formed under Applicable Laws.
- 1.1.9. **“Completion”** means a) completion of the Project evidenced by the issuance of the final completion certificate by the liaising architect of the Project that signifies completion of all works; and b) obtainment of the occupation certificate from the appropriate authority, whichever is later.
- 1.1.10. **“Deed”** shall mean this admission cum reconstitution deed including any schedules and annexures attached hereto or incorporated herein by references, as may be amended by the Partners from time to time in writing;
- 1.1.11. **“Deed of Declaration”** shall mean deed of declaration to be executed and registered by the extended family members of Incoming Partners confirming the devolution / transfer their respective share in the Subject Plot in favour of the Incoming Partners and SKP;
- 1.1.12. **“Delhi RERA”** shall mean Real Estate Regulatory Authority for National Capital Territory of Delhi established under the 2016 Act and Rules.
- 1.1.13. **“Designated Partner”** shall mean and include any partner designated as such under Section 7 of the LLP Act, in respect of the LLP;

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory GPDCL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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1.1.14. **"Development"** (with all its derivatives) shall mean and include the development and construction of the Project as per the terms and conditions of this Deed, the Development Management Agreement and in accordance with Applicable Laws and Approvals.

1.1.15. **"Development Costs"** shall mean all costs and expenses to be incurred towards construction, Development, Marketing, sale and handover of the Project (unless otherwise specifically agreed in this Deed) and all other costs related to the Project and the Subject Plot and the LLP, as may be incurred by the LLP based on the Business Plan and any interest, default/ penal interest, or other penalty which may be levied by any Governmental Authority with respect to the Project, including but not limited to the below mentioned cost and expense. It is clarified that the Development Costs shall not include the costs and expenses incurred and/or to be incurred and borne by the Incoming Partners as per this Deed.

- (i) All costs and expenses towards construction, Development and Execution of the Project;
- (ii) Cost of project management consultant appointed by LLP;
- (iii) All amount payable to the main contractor;
- (iv) Fees, premium and charges or any other costs payable to any Governmental Authorities for obtaining and renewal of Approvals along with consultants cost;
- (v) All costs related to Consultants including that of the architect in preparation and finalisation of drawings of the Project;
- (vi) Interest cost and any related expense including without limitation, stamp duty and registration charges payable in relation to Construction Finance to be obtained by the LLP and any other related expense incurred in respect of such Construction Finance for the Project in terms of this Deed;
- (vii) Costs towards stamp duty, registration, etc. in respect of the Sale Deed and DR Transfer Agreement;
- (viii) Interest cost and any related expense including without limitation, stamp duty and registration charges payable in relation to Existing Partners Loan made / to be made by the Existing Partners in terms of this Deed;
- (ix) Costs and expenses incurred or to be incurred in managing and operating bank accounts of the LLP opened / to be opened for the Project, auditor's fees, tax consultant fees etc. as may be required;

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- (x) DM Fee payable to the Development Manager in terms of the DM Agreement including indirect taxes thereon;
- (xi) SKP Revenue Share payable to the SKP in terms of the DR Transfer Agreement;
- (xii) Government deposits, if any;
- (xiii) Direct/indirect taxes incurred by LLP in relation to Project development, statutory charges, legal fee;
- (xiv) Subject Plot taxes or any other similar tax with respect to the Subject Plot levied and payable post execution of the Sale Deed and DR Transfer Agreement;
- (xv) Indirect tax in relation to transfer of Development Rights in favour of LLP under the DR Transfer Agreement;
- (xvi) Cost and expenses, including salaries in relation to LLP Employees and Transferred Employees;
- (xvii) Costs in relation to the maintenance and upkeep of the Project till the Closure of Project, and shall include all proportionate charges towards maintenance and other costs for unsold units;
- (xviii) All costs in relation to the development of the designated site office, designated marketing office, the overheads and expenses of the said designated site office, designated marketing office and other site overheads;
- (xix) Costs incurred in procuring and keeping in force any insurance in connection with the Project;
- (xx) All amounts to be refunded to the Purchasers upon cancellation/ termination of the bookings of the flat/ units forming part of the Project and / or any damages penalties paid to the Purchasers;
- (xxi) All Marketing, subvention and promotions cost;
- (xxii) EWS/LIG development costs, if any;
- (xxiii) All fines, damages, penalties, interest, sums and costs pertaining to any litigation, disputes or claims in relation to the Subject Plot / Project (other than on account of title of the Subject Plot and which amounts shall be solely

Godrej Projects North LLP Authorized Signatory LLP	Godrej Properties Limited Authorized Signatory GPL	Godrej Projects Development Limited Authorized Signatory GPDFL	Authorized Signatory Incoming Partner-1	Authorized Signatory Incoming Partner-2
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borne and paid by the Incoming Partners);

- (xxiv) Legal fees (excluding respective Partner's legal fees for this transaction), electricity costs, water and sewerage treatment and recycling system costs, taxes as applicable on such costs;
- (xxv) Brokerage payable to the brokers/consultants/agents;
- (xxvi) Cost of sample flat/mock-up unit and Marketing office;
- (xxvii) Costs for construction of Facilities and amenities as per the Approvals;
- (xxviii) Legal fees in relation to the drafting of the agreements to be executed between LLP and the Purchasers and all notices and communications to be issued to the Purchasers;
- (xxix) Interest, fine, damages, penalty etc. (if any) payable to the Purchasers / contractors/ consultants and any cost which may be incurred or any fine or penalties which may be levied in connection with any litigation (whether threatened or existing) with such Purchasers / consultants/ contractors etc.;
- (xxx) Costs for engaging / deploying security personnel at the Subject Plot and for the Project;
- (xxxi) Project handover related expenses;
- (xxxii) Discounts / benefits extended to the Purchasers/ allottees of Saleable Area;
- (xxxiii) All indirect taxes in relation to the Project (it being clarified that any income tax liability arising in relation to the Project shall be borne by LLP independent of the Project Receivables);
- (xxxiv) Payment of Pass Through Charges;
- (xxxv) Cost of software required by architects and other employees required in the construction, sales and Marketing of the Project;
- (xxxvi) Cost of participation of this Project in any national or international exhibitions, online campaigns etc.; and
- (xxxvii) All other costs directly attributable to the Project.

1.1.16. **“Development Management Agreement” / “DM Agreement”** shall mean the development management agreement, of even date, entered between the LLP and

Godrej Projects North LLP Authorized Signatory LLP	Godrej Properties Limited Authorized Signatory GPL	Godrej Projects Development Limited Authorized Signatory GPDL	Authorized Signatory Incoming Partner-1	Authorized Signatory Incoming Partner-2
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the Development Manager;

1.1.17. **“Development Manager”** shall mean Godrej Projects Development Limited appointed as a development manager of the Project in terms of the Development Management Agreement;

1.1.18. **“Development Rights”** shall mean exclusive, irrevocable and unequivocal development rights acquired by LLP from SKP in terms of the DR Transfer Agreement on SKP Land Share;

1.1.19. **“DM Fee”** shall mean the fee payable to the Development Manager in terms of the DM Agreement;

1.1.20. **“Effective Date”** shall mean the date of execution of this Deed;



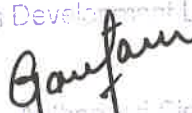
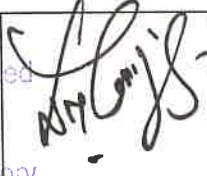

1.1.21. **“Encumbrances”** means any litigation (including threatened litigation), right to way, easement rights, acquisition, attachment in the decree of any court, tribunal or any Governmental Authority, requisition, or any kind of, lien, court injunction, will, trust, exchange, claims, partition, or mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, charge, commitment, limitation of any nature whatsoever, including restriction on use or exercise of any other attribute of ownership, right of set-off, default or claim / notice by Governmental Authority, whatsoever, including restriction on use, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same in relation to the Subject Plot and/or Project and/or any part thereof.

1.1.22. **“EWS”** shall mean economically weaker sections / community-service personnel and lower category or such other similar connotation as provided for under the Applicable Laws which may be applicable to the Project.

1.1.23. **“Execution of the Project”** or **“Execution”** shall mean the development and construction of the Project in accordance with the sanctioned plans, in compliance with the Applicable Laws, in the terms of this Deed.



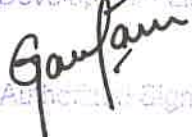


1.1.24. **“Existing Partners Loan”** shall collectively mean and include the EP Initial Funding, EP Funding-1, the Shortfall Funding and unpaid interest accrued thereon;

1.1.25. **“FSI Area”** means floor space index area i.e. built up area permissible on the Subject Plot which may be available subsequent to the obtainment of Approvals

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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currently which is 76,191 square feet (excluding EWS) and with a maximum potential FSI of 81,946 square feet.

- 1.1.26. **“Governmental Authority”** means any government/semi-government or subdivision thereof, any department, agency, regulatory body or instrumentality of any government or including local or municipal authorities, any court or arbitral tribunal, including NDMC and any municipal/local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- 1.1.27. **“Incoming Partner Approvals”** shall mean those approvals as specified in Part A of **Schedule-III** hereto;
- 1.1.28. **“IP Brand Name”** shall mean the mark “TDI” (logo/trade mark/label mark as the case maybe), which shall be used as part of the Marketing of the Project in accordance with this Deed;
- 1.1.29. **“IP Penthouse”** shall mean a penthouse to be constructed on the ninth floor of the Project as per approved building plans of the Project having an aggregate carpet area (including internal walls) comprising of carpet area (including internal walls) not exceeding 416 square feet and potential to add FAR not exceeding 2500 square feet, subject to revision of the Approved Building Plans, to be transferred in the name of Incoming Partner-2 and/or any person that may be nominated by him immediately after the expiry of 30th day after the date of receipt of occupation certificate of the Project in terms of the Sale Deed;
- 1.1.30. **“Launch”** shall mean the commencement of offering for sale of the Saleable Area in the Project or part thereof;
- 1.1.31. **“Launch Date”** shall mean the date of Launch of the Project;
- 1.1.32. **“IP Lender”** shall mean Asset Care and Reconstruction Enterprise Limited, an asset reconstruction company registered as such with the Reserve Bank of India and having its registered office at The Ruby, 10th floor 29, Senapati Bapat Marg, Dadar (West), Mumbai -400028;
- 1.1.33. **“Litigation”** includes any action, cause of action, claim, demand, suit, proceedings, citation, summons, inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to LLP (whether received by LLP directly or any of the Partners) and any action, cause of action, claim, demand, suit, proceedings, citation, summons, inquiry or investigation which are threatened;

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Projects North LLP Authorized Signatory GPL	 Godrej Projects North LLP Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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1.1.34. **“LLP Act”** means the Limited Liability Partnership Act, 2008, and the rules framed there under, as amended from time to time;

1.1.35. **“Loss”** shall mean the net loss after all the applicable taxes of the LLP worked out in accordance with the Generally Accepted Accounting Principles (GAAP) in India or IFRS /IND-AS;

1.1.36. **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy proposed by the Development Manager (subject to the Business Plan) and approved by GPL for (a) sale / lease / transfer of the Saleable Area in the Project, (b) fixation of price and payment plan with respect to Saleable Area, and (c) includes all forms of advertising / publicity by various means including, without limitation, on signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures and print & electronic media, pamphlets or otherwise and any other form of dissemination of information about the Project and the Saleable Area to be constructed on the Subject Plot to the public/private parties;



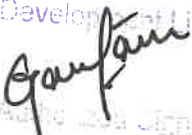
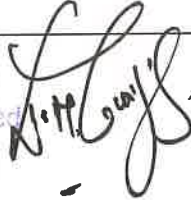

1.1.37. **“Pass Through Charges”** shall refer to all statutory charges, fees and expenses, such as payments / contributions received from the Purchasers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, infrastructure charges (which pertain to infrastructure outside the boundary of the Project or relating to connectivity of the Project to such infrastructure) (including sewerage treatment and recycling system installation charges), goods and services tax, any future taxes levied by any Governmental Authority, stamp duty, registration charges, legal costs, costs in relation to registration of sale deeds, and all such other similar statutory charges, fees and costs which are collected / recovered from the Purchasers and all other charges collected from the Purchasers for onward transfer / deposit to the concerned Governmental Authority and/or the RWA and/or with the maintenance agency of the Project, as the case may be, provided that any amounts collected as Pass Through Charges but not spent or committed to be spent by LLP shall form a part of Revenue;

1.1.38. **“Profit”** shall mean the net profit after all the applicable taxes of the LLP worked out in accordance with the Generally Accepted Accounting Principles (GAAP) in India or IFRS /IND-AS;

1.1.39. **“Project”** shall mean construction and development of a group housing complex on the Subject Plot with optimal utilization of the development potential (presently available as well that may become available in future) of the Subject Plot;

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- 1.1.40. **"Purchasers"** shall mean and refer to the customer/purchasers to whom the Saleable Area is allotted / sold / transferred and wherever the context so requires, shall include the prospective customers / purchasers of the Saleable Area;
- 1.1.41. **"Receivables"** shall mean entire sale proceeds, advance, allotment money, revenues / monies and cash inflows that are to be received / realized from any Purchasers pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, allotment, assignment of the Saleable Area of the Project including but not limited to basic sale price of the Saleable Area of the Project; car parking charges; preferential location charges; floor rise charges; club membership charges; external electrification charges; fire-fighting charges; sewerage treatment & recycling system installation charges; infrastructure charges; EWS revenue, if applicable and allowed to be sold in the market; power backup charges; late payment charges; transfer charges; holding charges; Pass Through Charges; interest on delayed payment; amounts forfeited; and TDS deducted by the Purchasers;
- 1.1.42. **"Refundable Security Deposit"** shall mean an aggregate amount of INR 60,00,00,000/- (Rupees Sixty Crores only) paid by the LLP to SKP in terms of DR Transfer Agreement;
- 1.1.43. **"Revenue"** shall mean Receivables less Pass-Through Charges;
- 1.1.44. **"Saleable Area"** shall mean and refer to such portions of the Project (other than IP Penthouse), that are available for sale in the open market to the Purchasers;
- 1.1.45. **"SKP Revenue Share"** shall mean 18% (eighteen percent) of the Revenue to be paid by the LLP to SKP in terms of DR Transfer Agreement, which shall not exceed an aggregate amount of INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores only) (including applicable taxes);
- 1.1.46. **"Title Risk"** shall mean (i) any defect/ claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Plot which may be raised/ made by any Third Party, including any person acting under/ through or on behalf of Incoming Partners and/or SKP (other than any Encumbrance attributable due to act or omission of the LLP after the execution of the Sale Deed and DR Transfer Agreement) and/or (ii) any restriction on marketability and development of the Project on account of any / claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Plot and/or Existing Approvals and/or Incoming Partner Approvals and/or (iii) revocation, cancellation, modification or any other challenge/impediment to the general power of attorney issued by SKP under DR Transfer Agreement or subsistence thereof for any reasons;

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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1.1.47. "Third Party" or "Third Parties" shall mean any person other than a Party;

1.1.48. "TR Stop Event" shall mean the event which occurs on account of any Title Risk and/or Approval Risk and there is any order, directive, instruction, notice and/or injunction issued by competent Governmental Authority(ies) and/ or court and/or for any other reason, by virtue of which the construction, and/ or development work over the Subject Plot (or any part thereof) and/or sale and/or marketing/ collections of the Project(s) is stopped/ stayed/ injunctioned/ stalled and/or put on hold; and

1.1.49. "Transaction Documents" shall mean and include this Deed, Sale Deed, and DR Transfer Agreement.

1.2. INTERPRETATION

In this Deed, unless the contrary intention appears:

1.2.1. any reference to any statute or statutory provision shall include:




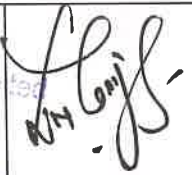

- (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.2. any reference to the singular shall include the plural and vice-versa;



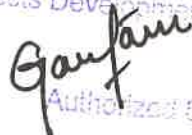
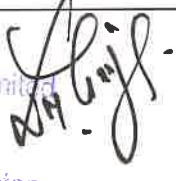

1.2.3. any references to the masculine, the feminine and the neuter shall include each other;

1.2.4. any references to a "company" shall include a reference to a body corporate;

1.2.5. any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Deed. The Schedules and Annexures to this Deed shall form an integral part of this Deed;

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDLL	 Incoming Partner-1	 Incoming Partner-2
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- 1.2.6. references to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.7. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.8. each of the representations and warranties provided in this Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Deed limits the extent or application of another Clause or any part thereof;
- 1.2.9. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10. headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed;
- 1.2.11. "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.12. 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;
- 1.2.13. references to a person (or to a word importing a person) shall be construed so as to include:
- (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 1.2.14. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 1.2.15. all the recitals to this Deed shall form an integral and operative part of this Deed

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly;

1.2.16. non-performance of the actions of either Party to the extent impacted by the default of the other Party shall not be treated as a default under this Deed;

1.2.17. reference to 'SKP' shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, legal heirs, and permitted assigns; and

1.2.18. all the rights and entitlements of the Existing Partners under this Deed shall be jointly and severally exercised by GPL and GPDL.

2. PURPOSE AND ADMISSION OF INCOMING PARTNERS

2.1. The purpose of this Deed is to: (i) reconstitute the LLP (ii) to admit Incoming Partners as the partners in the LLP from the Effective Date and to record the terms and conditions which will govern (a) the operation and management of the LLP, (b) construction, development, execution, Marketing, branding and sale of the Project; and (c) the inter-se rights and obligations of Existing Partners and Incoming Partners vis-à-vis each other and vis-à-vis the LLP in accordance with the terms and conditions hereinafter appearing.






2.2. The Incoming Partners have expressed their desire to join the LLP. The Incoming Partners are hereby admitted as Partners to this LLP on such terms and conditions and on such Profit and Loss Sharing Ratio, as provided herein.

2.3. This Deed overrides and supersedes the LLP Deed and/or any other prior agreements or deeds as may be made and entered into between LLP and the Existing Partners. This Deed shall for all intents and purposes be the agreement between the Partners of the LLP for the purposes of Section 23(1) of the LLP Act.

3. CAPITAL CONTRIBUTION

3.1. The Incoming Partners have contributed the Subject Plot as their initial capital contribution in the LLP. The initial capital contribution of each of the Partner shall be as under:






S. No.	Name of Partner	Capital Contribution (in INR)
1	GPL	30,00,00,000
2	GPDL	30,00,00,000
3	Incoming Partner-1	60,00,00,000
4	Incoming Partner-2	60,00,00,000

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- 3.2. The Parties agree that, the aforesaid initial capital contribution of INR 60,00,00,000/- (Rupees Sixty Crores only) shall be made by the Existing Partners in the LLP ("**EP Initial Contribution**"), in tranches, as per following milestones:

Milestone	Amount (in INR)
First Tranche: Simultaneously with a. execution of this Deed; b. execution and registration of release deed and issuance of release letter from Assets Care And Reconstruction Enterprise Limited; c. registration of the Deed of Declaration with the concerned Registrar of Assurances; d. execution and registration of the Sale Deed and DR Transfer Agreement; e. demolition of existing structure from Subject Plot; and f. removal of trees from Subject Plot as per the approval / consent obtained from Governmental Authority	25,00,00,000
Second Tranche: Upon expiry of 3 (three) months period commencing from the date of infusion of First Tranche or registration of the Project with Delhi RERA, whichever is earlier	25,00,00,000
Third Tranche: Upon expiry of 6 (six) months period commencing from the date of infusion of Second Tranche as per the aforesaid milestone	10,00,00,000
TOTAL	60,00,00,000

- 3.3. In addition to the EP Initial Contribution, GPDL shall also make additional contribution of INR 5,00,00,000/- (Rupees Five Crores only) ("**EP Additional Contribution**") within 30 (thirty) days from the date the average sale price realised (excluding Pass Through Charges and other statutory charges recovered / recoverable from the Purchasers) from the Project exceeds INR 52,500/- (Rupees Fifty Two Thousand Five Hundred only) per square feet (all-inclusive of basic sale price, car parking charges, club membership fees, etc.) calculated on the Saleable Area of the Project ("**Threshold**"). The EP Initial Contribution and EP Additional Contribution are hereinafter collectively referred to as the "**EP Contribution**".
- 3.4. The EP Contribution shall be utilised by the LLP for payment to Incoming Partner-1 and Incoming Partner-2 towards withdrawal of their capital contribution from the LLP and payment of IP Overheads (as per Clause 3.5) in terms of this Deed. Upon payment to Incoming Partners by the LLP (whether directly to them or to the IP Lender for and on behalf of the Incoming Partners) towards withdrawal of their partial initial capital contribution from the LLP, the capital contributed by each Partner shall be as follows:

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Properties Authorized Signatory GPL	 Godrej Projects Development Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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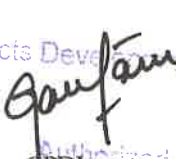


S. No.	Name of Partner	Capital Contribution (in INR)
1	GPL	30,00,00,000
2	GPDL	30,00,00,000
3	Incoming Partner-1	30,00,00,000
4	Incoming Partner-2	30,00,00,000

- 3.5. The Parties further acknowledge that upon achieving the Threshold, then the Incoming Partners shall be entitled for an overheads / reimbursement payment of INR 10,00,00,000/- (Rupees Ten Crores only) ("**IP Overheads**"), excluding indirect taxes. Out of the said IP Overheads, INR 5,00,00,000/- (Rupees Five Crore only) less TDS on the entire IP Overheads shall be paid to the Incoming Partners and the balance INR 5,00,00,000/- (Rupees Five Crore only) ("**Balance IP Overheads**") shall be credited as the additional capital contribution of the Incoming Partner-1 and Incoming Partner-2 in the LLP ("**IP-1&2 Additional Contribution**"). The Incoming Partner-1 and Incoming Partner-2 hereby agree and acknowledge that with the credit of the said Balance IP Overheads towards the IP-1&2 Additional Contribution in the LLP as provided herein, the obligation of the LLP to pay the Balance IP Overheads shall stand fully discharged to the complete satisfaction of Incoming Partner-1 and Incoming Partner-2. Upon contribution of the IP-1&2 Additional Contribution the capital structure of the LLP shall be as captured herein below.

S. No.	Name of Partner	Capital Contribution (in INR)
1	GPL	30,00,00,000
2	GPDL	35,00,00,000
3	Incoming Partner-1	32,50,00,000
4	Incoming Partner-2	32,50,00,000
TOTAL		130,00,00,000

- 3.6. The Parties agree that after the payment of the IP Overheads to the Incoming Partner-1 and Incoming Partner-2 as contemplated in Clause 3.5 above, , in the event at the end of sale of the Saleable Area of the Project, the average price reduces from the said Threshold, then:

- 3.6.1. The amount equivalent to EP Additional Contribution shall be refunded by the Incoming Partner-1 and Incoming Partner-2 to the LLP within 30 (thirty) days from the date of demand from the LLP. The LLP shall be entitled to deduct / set-off amount equivalent to EP Additional Contribution from the profit / surplus share / any amounts payable to the Incoming Partner-1 and Incoming Partner-2 under this Deed. Further any such refund from the Incoming Partner-1 and Incoming Partner-2 (including by way of set-off / adjustment) shall be refunded by LLP to GPDL towards withdrawal of the EP Additional Contribution by GPDL from the LLP; and

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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3.6.2. The IP-1&2 Additional Contribution shall stand extinguished automatically and/or deemed to be withdrawn by the Incoming Partners and thereafter the capital contribution of the Partners in the LLP shall be as follows:

S. No.	Name of Partner	Capital Contribution (in INR)
1	GPL	30,00,00,000
2	GPDL	30,00,00,000
3	Incoming Partner-1	30,00,00,000
4	Incoming Partner-2	30,00,00,000
TOTAL		120,00,00,000




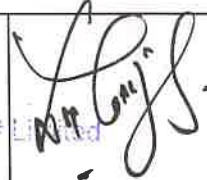

3.7. It is hereby agreed between the Parties that the ratio of capital contribution infused / to be infused / to be withdrawn by the Partners in/from the LLP from time to time shall have no relation / bearing whatsoever to the share of Partners in Profit/Loss of the LLP as provided in this Deed, or vice-versa.

4. CONSTRUCTION FINANCE AND FUNDING

4.1. Initial Funding

(a) The Existing Partners, either itself and/or through their group entities, shall infuse an amount of INR 60,00,00,000/- (Rupees Sixty Crores only) in the LLP as the initial funding bearing an interest of 12% (twelve percent) per annum, compounded annually ("**EP Initial Funding**"), in tranches, as per milestones captured herein below. The Parties agree that the aggregate interest amount payable on the EP Initial Funding to the Existing Partners shall be subject to a maximum of 1% (one percent) of the total Revenue of the Project.

Milestone	Amount (in INR)
EIF First Tranche: Simultaneously with a. execution of this Deed; b. execution and registration of release deed and issuance of release letter from Assets Care And Reconstruction Enterprise Limited; c. execution and registration of Deed of Declaration with the concerned Registrar of Assurances; d. execution and registration of the Sale Deed and DR Transfer Agreement; e. demolition of existing structure from Subject Plot; and f. removal of trees from Subject Plot after obtaining requisite approval / consent from Governmental Authority	25,00,00,000
EIF Second Tranche: Upon expiry of 3 (three) months period commencing from the date of funding of EIF First Tranche or	25,00,00,000



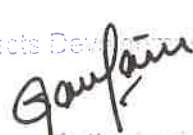
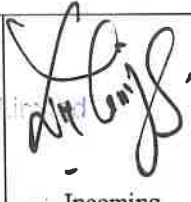

 LLP	 GPL	 GPDL	 Incoming Partner-1	 Incoming Partner-2
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registration of the Project with Delhi RERA, whichever is earlier	
EIF Third Tranche: Upon expiry of 6 (six) months period commencing from the date of funding of EIF Second Tranche as per the aforesaid milestone	10,00,00,000
TOTAL	60,00,00,000

- (b) The EP Initial Funding shall be utilized by the LLP for payment of an amount equivalent to INR 60,00,00,000/- (Rupees Sixty Crores only) towards an aggregate interest free refundable/adjustable security deposit payable by LLP to SKP ("Refundable Security Deposit"), in terms of the DR Transfer Agreement.
- (c) The Parties acknowledge that in terms of the DR Transfer Agreement, the amount of INR 60,00,00,000/- (Rupees Sixty Crores only) being paid as Refundable Security Deposit by the LLP to SKP shall be refunded by SKP or adjusted in accordance with the DR Transfer Agreement.

4.2. Additional EP Funding

- (a) Upon expiry of 3 (three) months period commencing from the date of infusion of EIF First Tranche as per the Clause 4.1(a) above, Existing Partners, either themselves and/or through their group entities, shall make funding of an aggregate amount of INR 20,00,00,000/- (Rupees Twenty Crores only) in the LLP ("EP Funding-1"). All such EP Funding-1 made to the LLP shall be loan extended by Existing Partners and/or their group entities to the LLP. The EP Funding-1 shall be refunded by the LLP to the Existing Partners and/or their group entities, as the case may be, along with an interest at the rate of 13% (thirteen percent) per annum, compounded annually, calculated from the date of disbursement of EP Funding-1 till the refund of the same.
- (b) The EP Funding-1 shall be utilized by the LLP for making onward loan to Incoming Partners ("IP Loan"), break-up of which is provided herein below. The Incoming Partners have requested the LLP to make payment of the entire IP Loan directly to the IP Lender (on the request, behest and on behalf of the Incoming Partners and which payment shall be deemed to be paid to the Incoming Partners) and the LLP has agreed for the same and in this regard the LLP has issued a post-dated cheque, details of which is provided herein below in favour of the Lender and the simultaneously with the execution of this Deed has handed over the said post-dated cheque to the Lender and the Incoming Partners hereby acknowledges the receipt of the said post-dated cheque. The said post-dated cheque shall be presented for encashment after expiry of 3 (three) months period commencing from the Effective Date or registration of the Project with Delhi RERA, whichever is earlier. Incoming Partners hereby agree and acknowledge that the payment of the entire IP Loan by the LLP to the IP Lender, shall be valid






 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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discharge of the obligation of the LLP to make payment of the IP Loan to the Incoming Partners. For abundant caution it has been clarified that the payment of IP Loan by LLP to IP Lender shall be deemed to be payments made by the LLP to the Incoming Partners under this Deed. The IP Loan shall be refunded by the Incoming Partners to the LLP along with an interest at the rate of 13% (thirteen percent) per annum, compounded annually, from the date of disbursement of IP Loan till the refund of the same. Existing Partners, for and on behalf of the LLP, shall be entitled to recover / adjust / set-off from the Incoming Partners Profit / surplus share and/or capital contribution of the Incoming Partners / any amounts payable to the Incoming Partners and any such Profit / surplus / any amounts under this Deed shall be paid to Incoming Partners only upon recovery of the IP Loan along with interest thereon from the Incoming Partners.

Name of Partner	Amount (in INR)	Cheque details
Incoming Partner-1	10,00,00,000	Cheque bearing no. 000303 dated 03.03.2022 drawn on HDFC Bank issued in the name of the IP Lender
Incoming Partner-2	10,00,00,000	

4.3. Construction Finance

- (a) Existing Partners shall be solely entitled and authorized, for and on behalf of the LLP, to negotiate and avail project finance from bank/ financial institution / non-banking financial company ("Lender") for the purposes of undertaking development of the Project ("Construction Finance"). Subject to Clause 9.7, the decision to avail the Construction Finance shall be determined by LLP. Existing Partners shall be entitled to discuss and finalize the Construction Finance documents with the Lender, for and on behalf of the LLP.
- (b) If the Lender so requires, LLP shall be entitled to secure the repayment of the Construction Finance by creating a mortgage, over whole or part of the Subject Plot/ Project, appurtenances thereto and / or hypothecation of the Receivables of the LLP from the Subject Plot / Project, in favour of the Lender by depositing the original title deeds of the Subject Plot (or by any other mechanism), and to sign all documents for availing loan and creating such security.
- (c) All Partners shall cooperate and sign any documents as may be required by the Lender for such Construction Finance.
- (d) The Construction Finance obtained as per above shall be repaid from the Receivables of the Project. The Parties agree that repayment of Construction Finance and interest thereon and charges related thereto shall be made as per

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Properties Limited Authorized Signatory GPL	 Godrej Projects Development Limited Authorized Signatory GPDFL	 Incoming Partner-1	 Incoming Partner-2
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repayment schedule as agreed with the Lender.

- (e) The Parties further agree that in case the LLP avails Construction Finance from any Lender the terms of this Deed shall be amended (if required) so that it conforms to the terms agreed with such Lender.

4.4. Shortfall funding

- (a) Existing Partners, either themselves and/or through their group entities, shall be entitled to make any shortfall funding as may be required for Development Costs to the LLP ("Shortfall Funding"). All such Shortfall Funding made to the LLP shall be loan extended by Existing Partners and/or their group entities to the LLP. The Shortfall Funding shall be refunded by the LLP to Existing Partners and/or their group entities, as the case may be, along with an interest at the rate of 18% (eighteen percent) per annum, compounded annually.
- (b) The Shortfall Funding, shall be refundable to Existing Partners and/or their group entities, as the case may be, by the LLP along with interest as mentioned in Clause 4.4(a) above, calculated from the date of infusion of Shortfall Funding till the refund of the same.






5. REGISTERED OFFICE

- 5.1. The registered office of the LLP is at Godrej One, 5th Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli (East), Mumbai 400079, Maharashtra. The said registered office of the LLP may be changed at any time, to any metropolitan, upon sole discretion of GPL.

6. PROFIT AND LOSS SHARING RATIO

- 6.1. Notwithstanding the proportion in which capital is contributed by the Partners in LLP, on and from the date of incorporation of the LLP, the share of Partners in the Profit/Loss of the LLP, shall be as follows:


Partners	Sharing Ratio
GPL	25.10%
GPDL	25%
Incoming Partner-1	24.95%
Incoming Partner-2	24.95%
Total	100%

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- 6.2. The Parties hereby agree and undertake that in the event any amounts received by the Partners towards their advance share of Profit and/or distribution of the Profit/surplus prior to determination of actual Profit of the Project is higher than the actual Profit or if there is a Loss in the Project, then (a) the relevant Partner shall, forthwith and in no case later than 7 (seven) days from the date of reconciliation / determination of actual Profit /Loss, refund all such excess amounts, as determined by GPL, to the LLP; and/or (b) GPL shall, for and on behalf of the LLP, adjust such excess amounts, paid to the such Partner, from any of the future payments payable to such Partner in terms of this Deed. In the event the relevant Partner fails to refund such excess amount within the stipulated time period then such Partner shall be liable to pay interest to the LLP at 18% (eighteen percent) per annum, compounded quarterly, on the defaulted amount for the defaulted period.

7. ACCOUNTS AND AUDIT

- 7.1. The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year.
- 7.2. The LLP shall maintain complete records and books of account of the LLP in accordance with Applicable Laws. GPL as the partner shall be solely entitled to maintain the accounts of the LLP.
- 7.3. Statutory auditor of LLP will be selected, appointed, changed and reappointed by GPL at its sole discretion.
- 7.4. The Incoming Partner-1 and Incoming Partner-2 shall be entitled to conduct independent audit of the books of account of the LLP, at their cost and expense, through chartered accountant appointed by them at such interval as deemed fit by the Incoming Partner-1 and Incoming Partner-2 with a minimum gap of 1 (one) month between two such audits. The said audit shall be done by giving written notice of 15 (fifteen) days by either of the Incoming Partner-1 and Incoming Partner-2 to GPL. Further, the Incoming Partner-1 and Incoming Partner-2 shall be entitled to inspect the books of account of the LLP (whether physically or online) by giving written notice of 7 (seven) days by either of the Incoming Partner-1 and Incoming Partner-2 to GPL.
- 7.5. The financial statements of the LLP shall be signed by all the Designated Partners of the LLP. Accounting policy of the LLP shall, at all times, be in compliance with Applicable Laws and as per accounting standards followed by the Existing Partners.
- 7.6. In case of retirement of a Partner, accounts of the LLP will be prepared till the date of retirement of such Partner in order to determine the amounts due to the such retiring Partner, if any and the mode of payment.

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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8. DESIGNATED PARTNERS AND GENERAL RIGHTS & DUTIES OF PARTNERS






8.1. It is hereinafter agreed between the Parties that at all times the LLP shall have 3 (three) Designated Partners. Existing Partners shall nominate 2 (two) individuals and Incoming Partners shall nominate 1 (one) individual, who shall be the Designated Partners of the LLP, subject to compliance with the LLP Act and Rules. Only such individuals who are nominated by Existing Partners and Incoming Partners in accordance with this Clause 8 shall be appointed by the LLP as Designated Partners. The Designated Partners shall always act in accordance with the Applicable Laws and the terms of this Deed.

8.2. Appointment and Removal of Designated Partner:

8.2.1. As on the Effective Date, Mr. Surender Varma and Mr. Rabi Kant Sharma have already resigned from being the Designated Partners of the LLP, and the statutory filings in this regard have been duly made with the Ministry of Corporate Affairs. It is agreed hereunder that Ms. Geetika Trehan (DIN: 08309875) (nominated by GPDL) and Mr. Gaurav Pandey (DIN: 07229661) (nominated by GPL) shall be appointed by the LLP as the first and second Designated Partners in the LLP and Mr. Kamal Taneja (DIN: 00016210) (nominated by Incoming Partners) shall be appointed by the LLP as the third Designated Partner in the LLP and all statutory filings in this regard shall be duly made with the Ministry of Corporate Affairs. The Designated Partners have given their express consent to act as Designated Partners.

8.2.2. Each of Existing Partners and Incoming Partners shall be authorized and entitled on behalf of the LLP to give a notice of termination and/or removal of the respective Designated Partners nominated by them, as and when it deems fit. Such a notice shall be effective immediately as and when provided by GPL, GPDL or Incoming Partners acting on behalf of the LLP and all the rights of such Designated Partner(s) shall cease from the date of notice of termination/removal. GPL, GPDL or Incoming Partners, as the case maybe, acting on behalf of the LLP shall within a period of 30 (Thirty) days of such removal/termination of the respective Designated Partner nominated by them, nominate other individual/s to be appointed as Designated Partner(s) to fill the vacancy created pursuant to such termination and/or removal of such Designated Partner(s). Such individual(s) nominated by GPL, GPDL or Incoming Partners, as the case maybe, shall be appointed by the LLP as the Designated Partner(s) of the LLP, in place of the Designated Partner(s) removed in accordance with this Clause 8.2.2.

8.2.3. A Designated Partner may resign as a Designated Partner by giving notice in writing to the LLP and to Existing Partners and Incoming Partners. Such resignation shall take effect upon the later of: (i) the expiry of 30 (thirty) days






 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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from the date of receipt of the said notice, and (ii) the new Designated Partner is nominated by GPL, GPDL or Incoming Partners, as the case may be, whose nominee the resigning Designated Partner was, and appointed by LLP to fill the vacancy to be created by the said notice.

- 8.3. Each of the Partners hereto shall be entitled to carry on their own, separate and independent business as they might be doing, or they may hereafter do as they deem fit and proper and other Partners shall have no objection thereto provided that such Partner shall not use the name, resources or any proprietary of the LLP to carry out such business.

9. LLP OPERATION AND MANAGEMENT / RIGHTS OF GPL






- 9.1. GPL shall, at the cost and expense of the LLP, solely have the right and entitlement to take all decisions of and regarding the LLP (including as provided in **Schedule-IV** herein) for and on behalf of LLP except as provided in Clause 9.7 (Affirmative Items). Each of the Incoming Partners expressly agree and hereby irrevocably authorize, Incoming Partner-2 to act on behalf of Incoming Partners and take all necessary decisions which are to be taken by Incoming Partners under this Deed, exercise all such rights that are available for exercise by the Incoming Partners under this Deed and bind the Incoming Partners by all acts, deeds and things so undertaken by Incoming Partner-2 pursuant to said right and entitlement vested in Incoming Partner-2 hereby.
- 9.2. It is expressly agreed that to the extent permissible under the Applicable Law, there shall be no requirement of conducting meetings for decision making of the LLP or related requirements such as minimum quorum etc. However, GPL shall comply with the legal requirements and maintain such records and books of the LLP on behalf of the LLP as may be required under Applicable Law. Incoming Partners may request for inspection of the LLP's records, upon reasonable time. Incoming Partners may also request for copy of the records, including statutory compliances, which they may reasonably require.
- 9.3. It is agreed by the Parties that the Designated Partner nominated by Existing Partners or Existing Partners itself shall be entitled for acting on behalf of the LLP including to authorize an employee of Existing Partners, as required on a case to case basis, to represent the LLP for the performance of the matters contemplated in this Clause 9 and **Schedule-IV** herein subject to Affirmative Items mentioned in Clause 9.8 herein.
- 9.4. GPL shall undertake all actions and decisions for and on behalf of LLP as per its rights, including decisions with regard to construction, development, marketing and sale of the Project. In implementing such rights and taking such decisions, GPL agrees to comply with the understanding relating to the Affirmative Items specified in Clause 9.8 herein. The Parties hereby agree that the payment of brokerage shall be made as per the policy framed by GPL from time to time.

<p>Godrej Projects North Limited</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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- 9.5. GPL shall be entitled to take decisions for the LLP from time to time, to merge, consolidate, or reorganize, or enter into a scheme of arrangement or compromise with the creditors of LLP or affecting any scheme of amalgamation or reconstruction, including converting to any other form of business organisation, including a company with the prior approval of Incoming Partner-2. If the LLP converts into a company or any other form of business organisation, then the ownership and decision making rights and other terms of this Deed shall be as closely reflected in the constitutional documents or any agreements between the Parties as is possible.
- 9.6. Existing Partners hereby agree to share the names and their associated scope of works of the contractors for contract value exceeding INR 10,00,00,000/- (Rupees Ten Crores only) ("HV Contractor"), who have participated in the bid and tender, to be appointed for the construction and development of the Project with the Incoming Partner-2. Incoming Partner-2 shall within 5 (five) days from the receipt of such names and scope of works may suggest or recommend the names of additional contractors whom they deem fit for the development and construction of the Project. Further, it is hereby agree between the Parties that if the Incoming Partner-2 fails to provide any inputs within 5 (five) days of receipt of details from the Existing Partners, then the Existing Partners shall have a right to shortlist such contractor(s) as per its sole discretion. However, GPL policies and standards shall be applicable to all contractor(s) suggested by either of the Partners.

Parties hereby further agree that Incoming Partner-2 shall participate in the final negotiations with the selected bidder/ contractor and the Incoming Partner-2 shall made himself or his representative available for such negotiation on the date of meeting, of which advance notice of 5 (five) days has been provided to the Incoming Partner-2, failing which GPL shall be free to negotiate with the selected bidder/contractor. GPL shall on behalf of the LLP award the contract to the selected bidder/ contractor. However, in the case if no final outcome is arrived within 7 (seven) days from the date of commencement of negotiations, amongst the Incoming Partner-2, GPL and the selected bidder/ contractor then GPL shall have the absolute discretion to conclude such negotiations and cause the LLP to award the contract to the selected bidder/ contractor.

Further, if the Parties decide to terminate the appointment of the HV Contractor, then such termination shall be decided mutually between the Incoming Partner-2 and GPL. However, if HV Contractor is not performing as per agreed schedule (with such HV Contractor) for two months, then GPL shall intimate to the Incoming Partner-2 of its intention to terminate the HV Contractor and upon such intimation GPL and Incoming Partner-2 shall discuss the issues / concerns raised by GPL. In case if no final outcome is arrived within 7 (seven) days from the date of commencement of discussion between GPL and Incoming Partner-2, then GPL shall have the absolute discretion to terminate the appointment of the HV Contractor. Upon termination of HV Contractor, in any scenario, the appointment of any new HV Contractor shall be done as per the process

 LLP	 GPL	 GPDL	 Incoming Partner-1	 Incoming Partner-2
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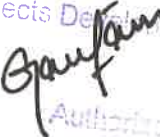
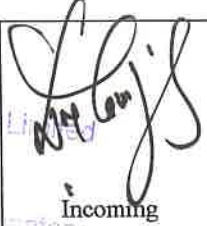

enumerated in this clause.

9.7. All Partners of LLP shall jointly decide on distribution of surplus and Profit of the LLP and the same shall always be distributed in the agreed Profit & Loss sharing ratio.

9.8. Affirmative Items

9.8.1. Existing Partners and /or the Designated Partners shall not be entitled to undertake any of the actions listed below on behalf of the LLP without the prior approval of Incoming Partners:

- (i) Formulation, adoption and amendment of the Business Plan (which will include inter-alia components of the minimum sale price, Development Cost, and financing of the LLP or financial indebtedness of the LLP (other than Existing Partners Loan) and any deviations permitted in terms of the Business Plan);
- (ii) Amendment/ revision of the Building Plan;
- (iii) Any sale, transfer, assignment, conveyance, exchange or other disposition of all or substantially all of the Subject Plot/Project, provided however that any sale / agreement to sell of constructed / to be constructed units and the attached undivided share in the Subject Plot shall not require any consents/approvals from the Incoming Partners if such sale is at or above the threshold price set out in the approved Business Plan;
- (iv) Commencement of any new project or any new line of business or any change in the scope, or nature of activities by the LLP;
- (v) Any related party transaction by the LLP, including with the Partners or any related party of the Partners, other than as agreed herein, for a value or an amount exceeding INR 10,00,00,000/- (Rupees Ten Crores only);
- (vi) Creation of charge / mortgage on or with respect to the Subject Plot of the LLP other than in ordinary course of business and/or for securing such financial indebtedness of the LLP for which consent from Incoming Partners has been obtained in terms of Clause 9.8.1(i) above;
- (vii) Altering the composition of the board of LLP (including change in the number of Designated Partners);

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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(viii) Except as agreed herein, changes to the capital structure of the LLP, including issuing further interests in the LLP, to any Person; and

(ix) Applying to the court for bankruptcy or to voluntarily wind up of the LLP.

9.8.2. In the event Incoming Partner-2 does not respond within 14 (fourteen) days from receiving a request from GPL / GPDL with regard to a decision on any of the affirmative item as stated above, it shall tantamount to a deemed consent of Incoming Partner-2 for itself and for and on behalf of the other Incoming Partners. GPL / GPDL shall raise request to the Incoming Partner-2 in accordance with Clause 21 (Notices).

10. COVENANTS AND OBLIGATIONS OF THE PARTNERS

10.1. For the purposes of the development of the Project, the Incoming Partners shall be responsible and obligated to undertake the below mentioned activities at their own costs and expense. It is clarified that any such costs incurred by the Incoming Partners shall not be part of Development Costs or costs of the LLP. It is also clarified that the LLP, at the sole decision of Existing Partners, shall have the right (but not the obligation) to under any of the below mentioned activities, however at the cost and expense of the Incoming Partners. In the event the LLP incurs any costs in this regard, the same shall be recoverable from the Incoming Partners, including from their Profit / surplus share / any amounts payable to the Incoming Partners.

- (a) Record mutations before the Municipal Corporation within 2 (two) months from the Effective Date to record the LLP as the owner / property tax assessee for the Subject Plot;
- (b) Maintain a clear and marketable title of the LLP to the Subject Plot, free of any Encumbrances, through-out the Project life-cycle, except to the extent any Encumbrance is created on the Subject Plot due to any action undertaken by GPL for and on behalf of LLP; and
- (c) Payment of all taxes, municipal dues, interest, penalty etc. with respect to Subject Plot for period prior to Sale Deed and DR Transfer Agreement.

10.2. In case due to any default by the Incoming Partners of the obligations stated in Clause 10.1 above or due to any title defect or risk arising on the Subject Plot, there is any fine, damage, penalty, interest, etc., arising on the LLP, then the same shall not form part of the Development Cost in any manner. Any such fine, damages, penalties, interests, etc., shall be solely borne by the Incoming Partners and be recoverable from the Incoming Partners by the LLP and/ or Existing Partners, either out of their share in the Profits / surplus / any amounts payable to the Incoming Partners or otherwise. Any amount so recovered by the LLP from the Incoming Partners shall be sole entitlement



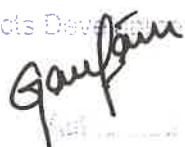


 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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of the Existing Partners and the same shall be paid by the LLP to the relevant Existing Partners.

10.3. For the purposes of the development of the Project, GPL shall endeavour on best effort basis to undertake the below mentioned activities:

- (a). GPL shall appoint in the LLP requisite resources as per the organization structure of the LLP provided for in **Schedule-V** hereto to effectively manage the implementation and development of the Project.
- (b). GPL shall endeavor, on best effort basis, to take all actions as may be required to carry on the businesses of the LLP.






10.4. The Incoming Partners shall, acting on behalf of the LLP, be authorized to and shall apply through the LLP to the relevant Governmental Authority, and shall at their cost and expense, obtain the Incoming Partner Approvals within the timelines as provided for in Part A of **Schedule-III** hereto. The Incoming Partners shall be responsible to keep current all such Existing Approvals and Incoming Partner Approvals till the Launch Date, at their sole cost and expense. It is agreed that GPL shall prepare/ draft and provide to the Incoming Partners, applications, undertakings, documents, affidavits etc. and execute all such documents, for and on behalf of the LLP, that are required to be submitted to the Government Authorities for obtaining and renewal of the Existing Approvals and Incoming Partner Approvals. The Incoming Partners undertake to file all applications, undertakings, and documents and submit all affidavits required towards obtaining such of the Incoming Partner Approvals in the same form as provided by GPL. It is clarified that any costs incurred by the Incoming Partners towards obtaining all the Existing Approvals and Incoming Partner Approvals (whether prior to Launch Date or thereafter) shall not be part of Development Costs or costs of the LLP. Further, the Parties agree that the obligation to keep current Existing Approvals and Incoming Partner Approvals till Launch Date shall be solely that of the Incoming Partners (at their sole cost and expense) and after Launch Date the obligation to keep current the Approvals (including the Existing Approvals and Incoming Partner Approvals) shall be the responsibility of the LLP. In the event, Incoming Partners fail to procure and/or renew the Existing Approvals and/or Incoming Partner Approvals within the timelines stated in this Clause 10.4, then GPL shall be entitled to either (a) provide an extension to Incoming Partners till such time as it may deem fit; or (b) procure and/or renew such Existing Approvals and/or Incoming Partner Approvals on behalf of the LLP, (without any obligation) at the cost and expense of Incoming Partners. In the event Existing Partners incurs any costs in this regard (whether directly or through infusion in the LLP), the same shall be recoverable from the Incoming Partners, including from their Profit / surplus share/ any amounts payable to the Incoming Partners in terms of this Deed. In the event the Existing Partners incurs (whether directly or through infusion in the LLP) any amount

Godrej Projects North LLP Authorized Signatory  LLP	Godrej Properties Limited Authorized Signatory  GPL	Godrej Projects Development Limited Authorized Signatory  GPDL	 Incoming Partner-1	 Incoming Partner-2
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on account of obtaining and/or renewing any Existing Approvals and/or Incoming Partner Approvals then the Incoming Partners shall, without any delay and/or demur, reimburse all such amounts to the Existing Partners within 30 (thirty) days from the date of demand and failing which the Incoming Partners shall be liable to pay interest at 24% (twenty four percent) per annum, compounded annually, as liquidated damages, on the defaulted amounts for the period of delay. The LLP shall be entitled to deduct / set-off all amounts incurred for obtaining and/or renewing any Existing Approvals and/or Incoming Partner Approvals from the Profit / surplus share any amounts payable to the Incoming Partners / capital contribution of the Incoming Partners and/or any amounts payable to the SKP under the Transaction Documents and pay / transfer such recovered amount to the Existing Partners. Any interest amount so recovered from the Incoming Partners shall be sole entitlement of the Existing Partners and the same shall be paid to the relevant Existing Partners. Any such interest amount paid to the Existing Partners shall not form part of the Development Cost.


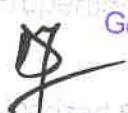
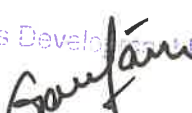


10.5. Notwithstanding anything contained herein or elsewhere:

- (a) the Incoming Partners shall be solely responsible for any claims, liabilities, damages, costs and expenses arising on account of Title Risk and/or Approval Risk and/or or breach of covenants pertaining to title of the Subject Plot under the Sale Deed and/or DR Transfer Agreement, to the complete exclusion of the LLP. In the event Existing Partners (either directly or through LLP) (to the exclusion of Incoming Partners) incurs any costs in this regard, the same shall be recoverable from the Incoming Partners, including from their Profit / surplus share/ any amounts payable to the Incoming Partners in terms of this Deed. Any amount so recovered by the LLP from the Incoming Partners shall be sole entitlement of the Existing Partners and the same shall be paid by the LLP to the relevant Existing Partner;
- (b) upon occurrence of the TR Stop Event, neither the Incoming Partners shall be entitled for payment of the Profit / surplus share/ any amounts payable to them as per this Deed nor SKP shall be entitled to any payment under the Transaction Documents and the said withheld amounts shall solely be utilized towards either settlement / cure of such Title Risk and/or Approval Risk and/or recovery of any cost incurred by the LLP / Existing Partners in settling / curing such Title Risk and/or Approval Risk; and
- (c) upon occurrence of the TR Stop Event on account of Title Risk which continues for a period of 6 (six) months from the date of TR Stop Event, then the Existing Partners Loan and EP Contribution shall attract interest @ 15% (fifteen percent) per annum, compounded annually, for the period commencing from the date of expiry of 6 (six) months from the date of TR Stop Event till such time the impugned order / directive is withdrawn / cured /

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPD</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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rectified and the construction, and/ or development work over the Subject Plot (or any part thereof) and/or sale and/or marketing/ collections of the Project(s) is fully resumed and the said interest shall be solely borne and paid by the Incoming Partners and paid directly to relevant Existing Partner on monthly basis. The LLP shall be entitled to deduct / set-off all amounts payable by the Incoming Partners to relevant Existing Partner towards the said interest from the Profit / surplus share / any amounts payable to the Incoming Partners and/or any amounts payable to the SKP under the Transaction Documents and pay / transfer the same to relevant Existing Partner, for and on behalf of the Incoming Partners.

- 10.6. The Incoming Partners have, vide drawing bearing no. NDHC(BP)0039/19-20 dated October 10, 2019 ("**Building Plan Approval**") obtained building plan approval from New Delhi Municipal Council ("**NDMC**") for development of a group housing project over the Subject Plot. The Parties agree that GPL shall be entitled to make any change / modification/ amendment (with no material change in the Building Plan Approval) to the approved Building Plan Approvals, layout plan and other plans in respect of the Project ("**Revised Plans**") as per GPL's design standards and Applicable Laws and provide the same to the Incoming Partner-2. It has been agreed that the Revised Plans in respect of the Project shall be applied to / submitted with the Government Authority after the Launch of the Project. Incoming Partner-2 shall be entitled to provide inputs for revision in the layout of the IP Penthouse, which shall not have any impact on any unit / apartment situated on 8th Floor of the Project, while submitting the Revised Plans with the competent Government Authorities and all such inputs of the Incoming Partner-2, subject to Applicable Laws, shall be incorporated in the Revised Plans. All such inputs shall be provided by the Incoming Partner-2 within 30 (thirty) days from the date of approval from Delhi RERA. The Incoming Partner-2 agrees and undertakes to obtain the Revised Plans approved / sanctioned from competent Government Authorities, at their sole cost and expense, within a period of 6 (six) months from the date of submission of Revised Plans by GPL to the Incoming Partner-2. The Revised Plans shall form part of Incoming Partner Approvals. In the event, Incoming Partner-2 fails to get approved the Revised Plans within the timelines stated in this Clause 10.6, then GPL shall be entitled to either (a) provide an extension to Incoming Partners till such time as it may deem fit; or (ii) get approved the Revised Plans on behalf of the LLP, (without any obligation) at the cost and expense of Incoming Partners. In the event the Existing Partners / LLP incurs any costs in this regard, the same shall be recoverable from the Incoming Partners, including from their Profit / surplus share / any amounts payable to the Incoming Partners.
- 10.7. The LLP shall organize a launch event in Delhi for the Project under the joint branding of GPL Brand Name and IP Brand Name (being the logo of TDI Infracorp (India) Limited of which the Incoming Partners are the promoters).

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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10.8. If at any point in time, any show cause notice is issued by Governmental Authority(ies) against the Existing Approvals and/or Incoming Partner Approvals on account of any misrepresentation or breach or default being made by the Incoming Partners and/or SKP to Governmental Authority(ies) while obtaining either of the Incoming Partner Approvals and/or Existing Approvals (“**Show Cause Notice**”), then the LLP / GPL shall forthwith, and in no case later than 3 (three) days from the date of receipt of Show Cause Notice, provide a copy of such Show Cause Notice to the Incoming Partners. Upon receipt of Show Cause Notice from the LLP / GPL, the Incoming Partners shall take all such actions, at their sole cost and expense, to have the Show Cause Notice quashed/ set aside within the time period mentioned in the Show Cause Notice (or such extended period as may be granted by Governmental Authority(ies)), but in any event prior to the date of first personal hearing granted by the Governmental Authority(ies) in this regard against the Show Cause Notice (“**Show Cause Cure Period**”). The LLP shall within 5 (five) days from the date of receipt of Show Cause Notice provide necessary authorisation in favour of the representative(s) of the Incoming Partners to represent the LLP before Governmental Authority(ies). It is being clarified that any written submission or statement made on record before Governmental Authority(ies) shall be subject to prior confirmation from GPL. In the event the Incoming Partners are unable to get quashed/ set aside the Show Cause Notice on or before the expiry of the Show Cause Cure Period then LLP / GPL shall have the absolute right at its sole discretion (but not an obligation), to step-in at any time after the expiry of the Show Cause Cure Period to have the Show Cause Notice quashed/set aside and all cost and expense in this regard (including any consultants fee and expenses) (“**LLP SC Cost**”) shall be borne and paid by the Incoming Partners alone. In the event the LLP SC Cost is incurred by the Existing Partners (whether directly or through infusion in the LLP) for the aforesaid, the same shall be reimbursed by the Incoming Partners to the Existing Partners within a period of 30 (thirty) days from the date of demand being made by GPL. In case of delay in reimbursement of the LLP SC Cost, the Incoming Partners shall be liable to pay an interest to LLP at 24% (twenty four percent) per annum, compounded annually, as liquidated damages on the defaulted amounts for the period of delay. The Parties hereby agree and acknowledge that, the Incoming Partners are jointly and severally liable to reimburse the aforementioned amounts to the Existing Partners. The LLP shall be entitled to deduct / set-off all amounts incurred by the Existing Partners to get quashed/ set aside the Show Cause Notice from the Profit / surplus share / any amounts payable to the Incoming Partners and/or any amounts payable to the SKP under the Transaction Documents and pay / transfer such recovered amount to the Existing Partners. Any interest amount from the Incoming Partners shall be sole entitlement of the Existing Partners and the same shall be paid to the relevant Existing Partner. Any such interest paid to the Existing Partners shall not form part of the Development Cost.




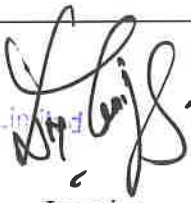

10.9. Notwithstanding anything contained herein, in the event in pursuance to any Show Cause Notice or otherwise there is any order, directive, instruction, notice and/or

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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injunction issued by competent Governmental Authority(ies) and/ or court and/or any Approval is denied / cancelled / held in abeyance by the competent Governmental Authority, by virtue of which the construction, and/ or development work over the Subject Plot (or any part thereof) and/or sale and/or marketing/ collections of the Project(s) is stopped/ stayed/ injunctioned/ stalled and/or put on hold, then the LLP / GPL shall (a) not be under any obligation to provide Show Cause Notice / Show Cause Cure Period to the Incoming Partners; and (b) be entitled to take all such actions, at the cost and expense and Incoming Partners, to have the Show Cause Notice quashed/ set aside, without any concurrence from the Incoming Partners and the Incoming Partners have no objection in this regard. In the event the Existing Partners (whether directly or through infusion in the LLP) incur any amount on account of any such Show Cause Notice then the Incoming Partners shall, without any delay and/or demur, reimburse all such amounts to the Existing Partners within 30 (thirty) days from the date of demand and failing which the Incoming Partners shall be liable to pay interest, to the Existing Partners, at 24% (twenty four percent) per annum, compounded annually, as liquidated damages, on the defaulted amounts for the period of delay. The Parties hereby agree and acknowledge that, the Incoming Partners are jointly and severally liable to reimburse the aforementioned amounts to relevant Existing Partners. The LLP shall be entitled to deduct / set-off all amounts incurred by the Existing Partners to get quashed/ set aside the Show Cause Notice from the Profit / surplus share / any amounts payable to the Incoming Partners and/or any amounts payable to the SKP under the Transaction Documents and pay /transfer the same to the Existing Partners. Any interest amount so recovered from the Incoming Partners shall be sole entitlement of the Existing Partners and the same shall be paid to the relevant Existing Partners. Any such interest paid to the Existing Partners shall not form part of the Development Cost.

11. BUSINESS PLAN

- 11.1. As on the Effective Date, the Partners have mutually agreed in writing on a Business Plan setting out a plan with relation to the construction, development and marketing of the Project ("**Business Plan**").
- 11.2. The Parties agree that at all times, Existing Partners shall be entitled to a deviation of upto 5% (five percent), on a net overall basis of the existing Business Plan. The Parties agree that any variation in the Business Plan on account of increase in cost of construction on account of raw material including but not limited to cement, steel, labour, shall not be deemed to be deviation of the existing Business Plan.
- 11.3. The Parties hereby agree and confirm that the particulars stated in the Business Plan are as per the current best estimates and are tentative and same may differ as on actuals. Existing Partners and Incoming Partners agree and undertake to act in good faith with respect to each other and in the best interest of the Project and delivery of the product to the Purchasers, while taking decisions with regard to the Business Plan



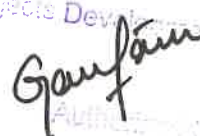


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or providing consent to deviation from the Business Plan in terms hereof.




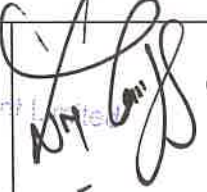

- 11.4. The Parties agree that the Incoming Partner-2 and GPL shall meet, on monthly basis, for business review of the Project. All mutually agreed decisions taken in a business review meeting shall be recorded in writing and all such decisions having implication on the agreed Business Plan shall be implemented immediately after such decisions. All such decisions having implication on the agreed Business Plan shall be incorporated in the subsequent Business Plan quarterly review and be approved by the GPL and Incoming Partner-2 for the subsequent quarter.
- 11.5. GPL shall be entitled to present revised Business Plan to the Incoming Partner-2 from time to time (and in any case every financial quarter) with upgrading / downgrading the sale price as agreed under the Business Plan and other elements of the Business Plan depending on the market conditions. However, such revision shall be effective only if Incoming Partner-2 and GPL agree and such revision shall be effected through a written document signed by Incoming Partner-2 and GPL. If the revisions to the Business Plan are not mutually agreed by Incoming Partner-2 and GPL, the previously agreed Business Plan shall be the applicable Business Plan.
- 11.6. The Incoming Partner-2 agrees and acknowledges that, on being served the revised Business Plan by GPL, he shall have a period of 14 (fourteen) days to provide his comments or suggestions to the said revised Business Plan. In the event no comments or suggestions on the revised Business Plan are provided by the Incoming Partner-2 to GPL in accordance with this Clause and Clause 21, within the aforesaid period, the revised Business Plan (in the form provided by GPL) shall be deemed to have been agreed between the Incoming Partner-2 and GPL.

12. COLLECTIONS, BANK ACCOUNTS AND DISTRIBUTION MECHANISM

- 12.1. Subject to the Applicable Laws, the Partners agree that following accounts shall be opened and maintained by the LLP in respect to the Project:
- (a) Master Collection Account: The LLP shall open a current account ("**Master Collection Account**") prior to Launch Date with such bank as may be identified by GPL. On and from the date of creation of the Master Collection Account, the entire Receivables generated in relation to the Project shall be deposited into the Master Collection Account. Unless otherwise instructed by GPL, a standing instruction shall be provided to the Bank to automatically transfer the monies lying in the Master Collection Account on a daily basis as follows:
- i. 70% (seventy percent) of the monies deposited in the Master Collection Account shall be transferred to the RERA Account; and

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- ii. the balance 30% (thirty percent) of the monies deposited in the Master Collection Account shall be transferred to the Excess Cash Flow Account.
- (b) **RERA Account:** The LLP shall open a separate current account ("**RERA Account**") prior to Launch Date. On and from the date of creation of the RERA Account, the 70% (seventy percent) of the amounts deposited in the Master Collection Account shall be transferred to RERA Account. Subject to the provisions of 2016 Act and Rules, such amounts as may be required for the construction and development of the Project, payment of land cost and Pass-Through Expenses as set out in the Business Plan for the Project shall be transferred from the RERA Account to the Operating Account, on the sole instruction of GPL. The RERA Account shall be solely operated by GPL. Any withdrawal from the RERA Account shall be in accordance with 2016 Act and Rules and shall be utilised in accordance with the Clause 12.4 below. The RERA Account shall be notified as the designated account to the Delhi RERA authority at the time of registration of the Project with Delhi RERA. The architect, chartered accountant and structural engineer, whose certificates need to be provided to for withdrawal of amounts from the RERA Account, will be appointed by GPL for and on behalf of the LLP. In accordance with the Applicable Laws, all Development Cost(s) shall be routed from RERA Account to the Operating Account and shall be met in accordance with Clause 12.4 below.
- (c) **Operating Account:** The LLP shall open a separate current account ("**Operating Account**") prior to Launch Date and the same shall be solely operated by GPL, and the amounts lying to the credit of the Operating Account shall be utilized in accordance with agreed Business Plan. All eligible withdrawals from RERA Account as per 2016 Act and Rules and amounts lying to the credit of the Excess Cash Flow Account shall be transferred to the Operating Account. The Refundable Security Deposit or any part thereof, as and when refunded by the Land Owner in terms of the DR Transfer Agreement shall be deposited into the Operating Account. Further, any amount refunded by Incoming Partner-2 towards repayment of IP Loan and interest thereon shall be deposited in the Operating Account. The amounts lying to the credit of the Operating Account shall be utilized for the construction and development of the Project and for the purpose of the meeting the Development Costs including the payment of brokerage, SKP Revenue Share, DM Fee and for servicing any debt/financing availed by LLP in relation to the Project.
- (d) **Excess Cash Flow Account:** The LLP shall open a separate current account ("**Excess Cash Flow Account**") prior to Launch Date. On and from the date of creation of the Excess Cash Flow Account, the balance 30% (thirty percent) of the amounts deposited in the Master Collection Account shall be transferred to Excess Cash Flow Account. The Excess Cash Flow Account shall have

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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standing instructions for transfer of all amounts lying to the credit of the Excess Cash Flow Account to be transferred to Operating Account, on daily basis. The Excess Cash Flow Account shall be operated on the sole instructions of GPL. All monies shall be routed from Excess Cash Flow Account to the Operating Account in accordance with the Applicable Laws and shall be met in accordance with Clause 12.4 below.

- 12.2. Notwithstanding anything contained in this Deed, the Parties hereby agree that the operating instructions for the Master Collection Account, RERA Account, Excess Cash Flow Account and Operating Account shall be subject to the variation as may be requested by the lenders/ financiers/ financial institutions providing funding including Construction Finance for the Project.
- 12.3. The amounts lying in the credit of the Operating Account shall be utilized solely for the following purpose and in the following order of priority:
- i. Firstly, for payment of all Pass-Through Charges and statutory charges (not forming part of the Pass-Through Charges);
 - ii. Secondly, for servicing/ repayment of the Construction Finance, if any;
 - iii. Thirdly, meeting the Development Cost (other than DM Fee);
 - iv. Fourthly, for the payment of the EP Funding-1 along with interest thereon;
 - v. Fifthly, for repayment of Existing Partners Loan (other than EP Funding-1) along with interest thereon;
 - vi. Sixthly, for the payment of the DM Fee;
 - vii. Seventhly, in accordance with the Business Plan, reserve in: Operating Account for meeting the relevant Development Cost for next 3 (three) months;
 - viii. Eighthly, for payment of the LO Revenue Share (as defined under the DR Transfer Agreement) to the SKP; and
 - ix. Ninthly, LLP shall be entitled to transfer the Project surplus to the designated bank account of the Partners.
- 12.4. It is clearly agreed that the representative(s), as nominated by the Existing Partners shall be the sole signatory(ies) to all the bank accounts that are opened and maintained for the LLP.
- 12.5. GPL shall undertake reconciliation of bank accounts pertaining to the Project on






<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties GPL</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Dev</p>  <p>Authorized Signatory</p> <p>GNDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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quarterly basis. LLP shall provide monthly bank account statements in respect of the said bank accounts to the Incoming Partners.

- 12.6. The Parties agree that in the event the funds from LLP's bank accounts could not be withdrawn on account of non-eligibility of withdrawal due to provisions of RERA then GPL shall have the right to invest on behalf of and in the name of the LLP, such amount lying with the LLP (including 3 (three) months surplus as envisaged under Clause 12.3(vii) above) (as may be permitted under Applicable Laws) in any bank fixed deposit and/ or any liquid mutual funds, as it may deem fit and proper.
- 12.7. In case any amounts are required to be incurred by the LLP for any defect liability related costs as provided for under 2016 Act and Rules then the same shall be borne and paid equally by the Incoming Partners and Existing Partners.
- 12.8. If upon Closure of Project, it is found that any costs / expenses are still to be incurred in terms of this Deed (including repayment of various lending / funding made by the Partners) and the amounts available with the LLP in the Operating Account are insufficient to meet such costs / expenses, then Incoming Partners and Existing Partners shall contribute to the LLP the amounts required to meet such shortfall in their Profit/Loss sharing ratio. Subject to the foregoing, Partners shall be entitled to withdraw their respective balance capital contribution lying in the LLP after Closure of Project. Notwithstanding anything contained in this Deed, the Partners may mutually agree to withdraw proportionate capital contribution from the LLP at any time prior to Closure of the Project. However, in the event any amounts are required to be recovered from the Incoming Partners in terms of this Deed (including any interest), then LLP shall be entitled to set-off / adjust such amounts (along with interest) from the capital contribution payable to the Incoming Partners in terms of this Deed and the LLP shall pass-on / transfer all such amounts (along with interest) so adjusted / set-off to the Existing Partners.

13. NAME OF PROJECT AND MARKETING

- 13.1. The name of the Project shall be as decided by GPL ("Project Name"). It shall be prefixed by the brand name "Godrej" ("GPL Brand Name").
- 13.2. The Parties hereby agree that the IP Brand Name and GPL Brand Name shall be used in relation to Marketing and sale of the Project, in accordance with the terms hereof. The Project Name shall be used / disclosed in the market / to any third party only on the Launch Date.
- 13.3. Marketing collaterals, signboards, billboards, promotional materials, brochures, agreements & allotment documents to be executed with the Purchasers and all correspondences with such purchasers of the Saleable Area shall contain logo of Godrej ("Godrej Logo") and logo of Incoming Partners or their associate entity ("IP



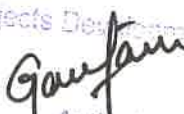


<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Developer</p>  <p>Authorized Signatory</p> <p>GPD</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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Logo). The Godrej Logo and IP Logo shall appear on marketing and sales collaterals (in all medium both online and offline) in the same size and priority in the context of partnership between GPL and Incoming Partners.

- 13.4. All marketing collaterals including the hoardings, brochures, pamphlets etc. to be used for the marketing of the Project shall be determined by GPL.
- 13.5. In all marketing collateral, sign boards, bill boards, promotional materials, brochure, agreements and Allotment Documents and all correspondences with purchasers/Saleable Area allottees, only the contact details of GPL, as may be decided by GPL, shall be provided.
- 13.6. The Incoming Partners shall have the right to propose prospective purchasers for sale of units/Saleable Area in the Project through their network, provided any sale to such prospective purchasers shall be at the then prevailing sale price or at a higher price and the LLP agrees to make allotment of the unit in the Project to such purchaser as per the then prevailing payment plan(s).



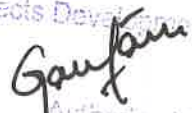


14. BRAND NAME

- 14.1. GPL will associate the GPL Brand Name solely for the purpose of branding and marketing the Project on a non-exclusive basis, and provided that the GPL Brand Name shall be used for the limited purpose of branding and marketing of the Project, subject to the branding policy and guidelines of GPL.
- 14.2. The use of the GPL Brand Name in the logos and marketing and other material relating to the Project shall be only to the extent and in the manner specifically stated herein and as deemed appropriate by GPL.
- 14.3. The IP Brand Name and the GPL Brand Name shall be used only in the manner provided in this Deed as illustrated in **Schedule-VI** hereto, unless if otherwise permitted by GPL in writing.
- 14.4. Both the IP Brand Name and the GPL Brand Name shall be used in the Marketing collaterals and all other advertisements and projections relating to marketing / sale of the Project. The LLP / Existing Partners has the right to use the IP Brand Name on the Marketing collaterals and all other advertisements and projections relating to marketing / sale of the Project.
- 14.5. The association of the GPL Brand Name with the Project shall not, under any circumstances, be construed as a license or any other interest granted to any person in the GPL Brand Name and all intellectual property rights in and arising out of or connected with the GPL Brand Name and ownership of the GPL Brand Name shall at all times vest in and be held exclusively by GPL. The Incoming Partners acknowledge

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Properties Limited Authorized Signatory GPL	 Godrej Projects Development Limited Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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and accept that they shall have no rights and/ or any license to use the GPL Brand Name "Godrej" and all intellectual property rights in and arising out of or connected with the GPL Brand Name other than as specifically permitted under this Deed and they shall not, during the term of this Deed or after its expiration or termination, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the GPL Brand Name or take any other action in derogation thereof.

- 14.6. The Incoming Partners shall not be entitled or permitted to use the GPL Brand Name "Godrej" and/or any intellectual property in the GPL Brand Name "Godrej" in any manner and for any purpose whatsoever otherwise than in relation to the Project.
- 14.7. The GPL Brand Name will be used by the LLP for the purpose of branding and Marketing the Project on signboards, billboards, letter heads, fee receipts, deposit receipts, promotional material and brochures.
- 14.8. The Incoming Partners hereby expressly acknowledge and agree that by construction and development of the Project and/ or by usage of the GPL Brand Name in the manner permitted in this Deed, they have not, do not and shall not, nor shall they be deemed to, acquire at any time now or hereafter, any right, title or interest of any nature whatsoever in and with respect to the GPL Brand Name "Godrej". The Incoming Partners further agree that they shall not directly or indirectly, either by itself or through any other Person, assert or claim or attempt to assert or attempt to claim any right, title or interest in or to the GPL Brand Name "Godrej" or any combination of the word/ logo/ label thereof in any language, script or alphabet or take any action which shall or may impair any right of GPL in and to the GPL Brand Name, or create any right thereto or therein.
- 14.9. The Parties agree that GPL shall grant the Common Organization, the right to use the GPL Brand Name 'Godrej' in Project Name in perpetuity, for the purposes of which, prior to the handover of the Project, GPL shall enter into an agreement with the Common Organization ("**GPL Common Organization Agreement**"). In the event, prior to execution of the GPL Common Organization Agreement, GPL adopts any brand usage guidelines in respect of the GPL Brand Name, it may under the GPL Common Organization Agreement, require the Common Organization to adhere to such guidelines to the extent as pertaining to proper operation and maintenance of the Project, failing which GPL shall have the right to withdraw the rights of the Common Organization to include the GPL Brand Name in the Project Name. It is agreed that the documents and agreements that are to be executed between LLP and the Purchasers shall expressly mention the requirement for the Common Organization to enter into the GPL Common Organization Agreement, prior to handover of the Project to the Common Organization.
- 14.10. GPL hereby agrees that it shall not revoke and shall ensure that the use of GPL Brand



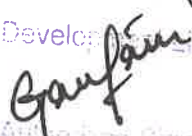


 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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Name as agreed to be used in relation to the Project/Project name in terms of Clause 13 and 14 under this Deed, shall not be discontinued at any point of time during the subsistence of this Agreement.

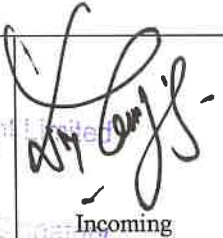
15. OTHER TERMS

15.1. The LLP shall appoint and employ such number of employees ("LLP Employees") as may be decided by GPL, for Development, Marketing, sale and Execution of the Project. The Parties have agreed that in order to have dedicated teams for the Project, the organization structure of the LLP shall be as provided for in **Schedule-V** hereto. In order to have dedicated operating teams for the Project so as to ensure that relevant teams are readily available for undertaking all the operational activities of the LLP, Existing Partners shall be entitled to transfer employees on rolls of Existing Partners, who are currently engaged in performing specific functions for the LLP to the employment of the LLP ("Transferred Employees") and upon transfer of Transferred Employees into the LLP such employees shall become LLP Employees. LLP shall be responsible in respect to remuneration, incentives, insurance, provident fund, medical, other financial and legal liabilities of such LLP Employees. All the standard human resource policies of Existing Partners framed from time to time ("HR Policies") shall be made applicable to the LLP and shall be followed by the LLP in respect to LLP Employees including but not limited to below:

- (a) Setting/ implementing of appraisal policies;
- (b) Setting/ implementing of transfer/ other operational / HR Policies;
- (c) All other matters in relation to the hiring / appointing / transferring/ managing of various matters in relation to the Transferred Employees and LLP Employees;
- (d) Setting/implementing of compensation norms (pay structure, increments, bonuses);
- (e) Employee benefits shall be provided to Transferred Employees and LLP Employees including but not limited to insurance (Medical, Accident, Life);
- (f) Roll out and adherence to systems such as outlook, success factors and other auxiliary systems as per Existing Partners' standards;
- (g) Recruitment process and decisions including pre-employment tests, background verification, consultants, induction of new joiners;
- (h) Performance management & talent management decisions including promotions;
- (i) Reward and recognition framework of Existing Partners;

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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- (j) Learning and development; and
- (k) Employee engagement, diversity and outbound.
- 15.2. The provident fund of the Transferred Employees shall be transferred by Existing Partners to the LLP through Regional Employee Provident Fund Organisation. Further, the accrued amounts towards Gratuity of the Transferred Employees, for period prior to such transfer, will be paid by Existing Partners to the LLP. Transfer of Transferred Employees to the LLP will not be treated as a break in the services of such Transferred Employees for the purposes of retiral benefits / service seniority. LLP shall obtain all statutory registrations as required under Applicable Laws for keeping LLP Employees on its rolls including those of provident fund, employee state insurance, shops and establishment, gratuity and professional tax, etc. GPL being the partner of the LLP shall be entitled to act on behalf of LLP to apply and obtain registration of provident fund, employee state insurance, shops and establishment, gratuity and professional tax, (as applicable), at the cost and expense of the LLP and shall render all support to the LLP as may be required in this regard. The entire cost/ obligations and liabilities of the Transferred Employees and LLP Employees (except to the extent mentioned in this Clause) shall be borne by the LLP and the same shall form part of the Development Cost.
- 15.3. The LLP shall bear and pay all the costs, charges, expenses and outgoings relating or attributable to the Project save and except for the costs which are specifically to be borne by Partners in accordance with this Deed.
- 15.4. All obligations, liabilities, responsibilities, covenants and representations of the Incoming Partners under this Deed shall be joint and several obligations, liabilities, responsibilities, covenants and representations of Incoming Partners.
- 15.5. None of the Partners shall be entitled to either transfer or create any Encumbrance over their partnership interest or benefits under this Deed without seeking prior written consent of other Partners. Any such transfer or Encumbrance created by such Partner shall be *ipso facto* void.
- 15.6. The Parties agree that income tax on income earned by Parties by way of interest under this Deed shall be borne solely by such Party.
- 15.7. At all points of time, GPL shall (on behalf of LLP) have the right (but not an obligation) to undertake the obligations or responsibilities of the Incoming Partners, at the sole cost and expense of the Incoming Partners.

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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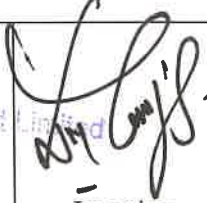

16. REPRESENTATIONS AND WARRANTIES

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

- (a) It has the full power and authority to enter into, execute and deliver this Deed and any other deeds, documents or agreements, including power of attorney, and consents, contemplated hereunder or pursuant hereto ("**Other Documents**").
- (b) The execution, delivery and performance of this Deed and/ or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate (as applicable) or other action of the Party; and the same does not:
 - (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; and
 - (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.
- (c) 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 set forth herein, to become untrue or inaccurate or misleading, at any point of time.

16.2. Without foregoing the generality of the above Clause 16.1 and in addition to the representations and warranties provided by the Incoming Partners elsewhere in this Deed, the Incoming Partners further severally represent and warrant to Existing Partners and the LLP as under, which representations and warranties have been made within an intention to remain binding through-out the Project life cycle, that –

- (a) All information in relation to the transactions contemplated herein which would be material to the Existing Partners for the purposes of entering into this Deed, and consummating the transaction contemplated herein, has been made available and disclosed to Existing Partners and the LLP, and continues to be, true, complete and accurate in all respects and not misleading in any manner.
- (b) The Incoming Partners have full rights, power and authority to use the IP Brand Name and associate the IP Brand Name with the Project in the manner contemplated herein. Incoming Partners undertake that they shall not revoke or rescind the use of the IP Brand Name in connection with the Project at any time after the Launch Date.




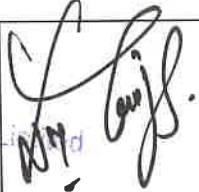

 Godrej Projects North LLP Authorized Signatory LLP	 Godrej Properties Limited Godrej Projects Development Limited Authorized Signatory GPL	 GPDL Authorized Signatory	 Incoming Partner-1	 Incoming Partner-2
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- (c) All liabilities in relation to the Income Tax of Incoming Partners have been paid up to date and there are no enquiries pending against Incoming Partners. In the event any such demands, claims, assessments, enquiries, outgoings etc. are found to be outstanding or become payable, the Incoming Partners shall pay the same to the concerned Governmental Authorities immediately. There is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Subject Plot or any part thereof and/or preventing or restraining the Incoming Partners from entering into the Sale Deed or which could affect the rights of the LLP under the Sale Deed. There is no proceeding pending under the Income Tax Act, 1961 in respect of the Subject Plot or which could affect the transaction under the Sale Deed or the rights of the LLP under the Sale Deed.
- (d) Incoming Partners have already obtained requisite approval / no objection certificate from Government Authority for cutting trees situated on the Subject Plot and the trees have already been removed from site in consonance with the said approval / no objection certificate.
- (e) The Incoming Partners along with SKP have obtained certain permissions, sanctions, approvals as listed in Part B of **Schedule-III** hereto ("**Existing Approvals**") for construction and development of the Project over the Subject Plot. The Existing Approvals have been obtained in accordance with Applicable Law, are valid and subsisting and there exists no facts, circumstances or event which shall render the Existing Approvals void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever.

16.3. Without foregoing the generality of the above Clause 16.1 and in addition to the representations and warranties provided by GPL elsewhere in this Deed, GPL further represents and warrants, the representations and warranties, as set out under **Schedule-VII** hereto, to the Incoming Partners and the LLP as under, which representations and warranties have been made within an intention to remain binding through-out the Project life cycle.

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

16.5. No information relating to the Subject Plot and Incoming Partners of which Existing Partners and/or LLP has knowledge (actual or constructive), and no investigation by or on behalf of the LLP and/or Existing Partners or any of their agents,

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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representatives, officers, employees or advisers, as the case may be, shall prejudice any claim made by the LLP and/or Existing Partners including but not limited to the indemnity contained in Clause 18 or operate to reduce any amount recoverable there under. It shall not be a defence to any claim that the LLP and/or Existing Partners ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim.

17. DISSOLUTION

- 17.1. Upon the Closure of Project and finalization and settlement of all accounts between the Partners, which event shall be mutually determined by the Partners, GPL shall decide to either dissolve the LLP or continue with the LLP with compulsory retirement of the Incoming Partners from the LLP.




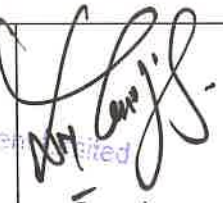

18. INDEMNITY

18.1. Indemnity from Incoming Partners to Existing Partners and LLP

- (a) Without prejudice to the rights of Existing Partners and the LLP under any other provision of this Deed or any other remedy available to Existing Partners and the LLP under law or equity, the Incoming Partners shall, jointly and severally, indemnify, keep indemnified, defend and hold harmless LLP, Existing Partners and their directors, designated partners, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Incoming Partners under this Deed; (ii) any breach of or non-compliance with any covenant or any other term and conditions provided herein including occurrence of any Title Risk, Approval Risk or defect or Encumbrance.
- (b) It is agreed that any indemnification or damages received by the LLP from Incoming Partners under the Sale Deed, DR Transfer Agreement or the Applicable Laws, if any, shall be the sole entitlement of the Existing Partners and the same shall be paid by the LLP to the Existing Partners in equal proportion. It is clarified that the Incoming Partners shall have no right or claim to the said damages or indemnification received by the LLP from the Incoming Partners.

18.2. Indemnity from Existing Partners to LLP and Incoming Partners

- (a) Existing Partners will indemnify, defend, and hold the Incoming Partners and LLP, harmless from and against any and all liabilities including contingent liabilities, damages, losses, suits, claims, costs, and expenses (including legal fees for defending such suits) arising out of or resulting from (a) any misrepresentation or any breach of any warranty or covenant of the Existing Partners under this

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPD	 Incoming Partner-1	 Incoming Partner-2
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Deed; (b) any breach or non-compliance with any statutes, ordinances, regulations, and other governmental requirements or judicial decree by Existing Partners or the LLP including non-filing of relevant forms with the concerned authorities as required under applicable laws committed/omitted prior to the execution of this Deed; or (c) any actions, claims, litigations, suits, proceedings, inquiries, investigations brought by any employee, customer, creditor, governmental or judicial agency or any other third party arising out of any acts or omissions of Existing Partners or LLP committed/omitted prior to the execution of this Deed.

- (b) It is hereby agreed between Parties that Existing Partners shall have no right or claim to the said damages or indemnification received by the LLP from Existing Partners and any indemnification or damages received by the LLP from Existing Partners under Clause 18.2(a) of this Deed shall be the sole entitlement of Incoming Partners.

19. CONFIDENTIALITY

19.1. This Deed, its existence and all information exchanged between the Parties under this Deed or during the negotiations preceding this Deed is confidential and shall not be disclosed to any Third Party. The Parties shall hold in strictest confidence, shall not use or disclose to any Third Party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the confidential information. Neither the Incoming Partners nor LLP shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Deed or the relationship between the Parties or in relation to the Project without taking prior written consent of GPL. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Deed is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliates;

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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- (iv) any Third Party can ascertain independently on account of this Deed being filed with any Governmental Authority;
- (v) the Partners may have to disclose to any of its shareholders, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Deed, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

20. ASSIGNMENT

- 20.1. None of the Partner shall be entitled to assign/ transfer their partnership or any of their rights, obligation or entitlement in the LLP without seeking prior written consent of other Partner except to their respective affiliates.

21. NOTICES

- 21.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing and may be given by email, personal delivery or by sending the same by speed post addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of email, personal delivery or delivery by courier at the time of delivery:

(a) **If to Incoming Partners:**

Address : 11, Vandana Building, Upper Ground Floor, Tolstoy Marg, New Delhi 110001
 Telephone : 011-43111111
 Attention : Mr. Kamal Taneja
 E-mail : kamal.taneja@tdiinfracorp.com

(b) **If to GPL:**

Address : Second Floor, UM house, Sector 44, Gurgaon, Haryana - 122001
 Telephone No.: 01244956150

Godrej Projects North Ltd. Authorized Signatory LLP	Godrej Properties Ltd. Authorized Signatory GPL	Godrej Projects Development Ltd. Authorized Signatory GPD	Godrej Properties Ltd. Authorized Signatory Incoming Partner-1	Godrej Properties Ltd. Authorized Signatory Incoming Partner-2
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Attention : Mr. Gaurav Pandey
E-mail : pandey.gaurav@godrejproperties.com

(c) **If to GPD:**

Address : Second Floor, UM house, Sector 44, Gurgaon, Haryana
- 122001
Telephone No. : 01244956150
Attention : Mr. Gaurav Pandey
E-mail : pandey.gaurav@godrejproperties.com

(d) **If to LLP:**

Address : Second Floor, UM house, Sector 44, Gurgaon, Haryana
- 122001
Telephone No. : 01244956150
Attention : Mr. Gaurav Pandey
E-mail : pandey.gaurav@godrejproperties.com

22. SEVERABILITY



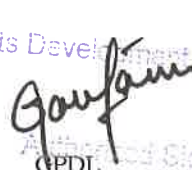


- 22.1. The invalidity or unenforceability of any part of this Deed shall not prejudice or affect the validity or enforceability of the remainder of the Deed.

23. MODIFICATION

- 23.1. Any changes, modifications, alterations or additions to the Deed shall be only made by means of a written agreement duly signed by the Partners hereto. At any time subsequent to the execution of this Deed, if there is any change in Applicable Law, then the Parties shall amend the Deed to the extent reasonably required to make the his Deed in line and to reflect the commercial and legal understanding as envisaged in this Deed.

24. GOVERNING LAW AND DISPUTES RESOLUTION

- 24.1. This Deed shall be governed by, and construed in accordance with, laws of India.
- 24.2. In the case of any dispute, controversy or claim arising out of or in connection with this Deed, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between representatives of the disputing Parties.
- 24.3. If the dispute is not resolved through such discussions within 30 (Thirty) days after

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDLP	 Incoming Partner-1	 Incoming Partner-2
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one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.

- 24.4. The seat and venue of arbitration shall be at New Delhi and the language of the arbitration proceedings shall be English.
- 24.5. Arbitration shall be conducted by a sole arbitrator mutually appointed by GPL and Incoming Partner-2.
- 24.6. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Deed.
- 24.7. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 24.8. While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Deed as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 24.9. Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 24.10. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Deed.
- 24.11. While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Deed as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.

25. JURISDICTION

- 25.1. Subject to Clause 24 above, the Parties agree that the Courts at Delhi shall have exclusive jurisdiction in respect of all matters concerning this Deed.

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 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPL	 Incoming Partner-1	 Incoming Partner-2
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SCHEDULE-1

DESCRIPTION OF SUBJECT PLOT




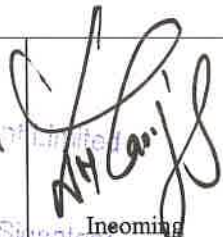

Land admeasuring 0.875 acres situated at 88/1-A, Lady Hardinge Road (also known as 14 Lady Hardinge Road), New Delhi, bounded as under:

On the North by : Doctors Lane

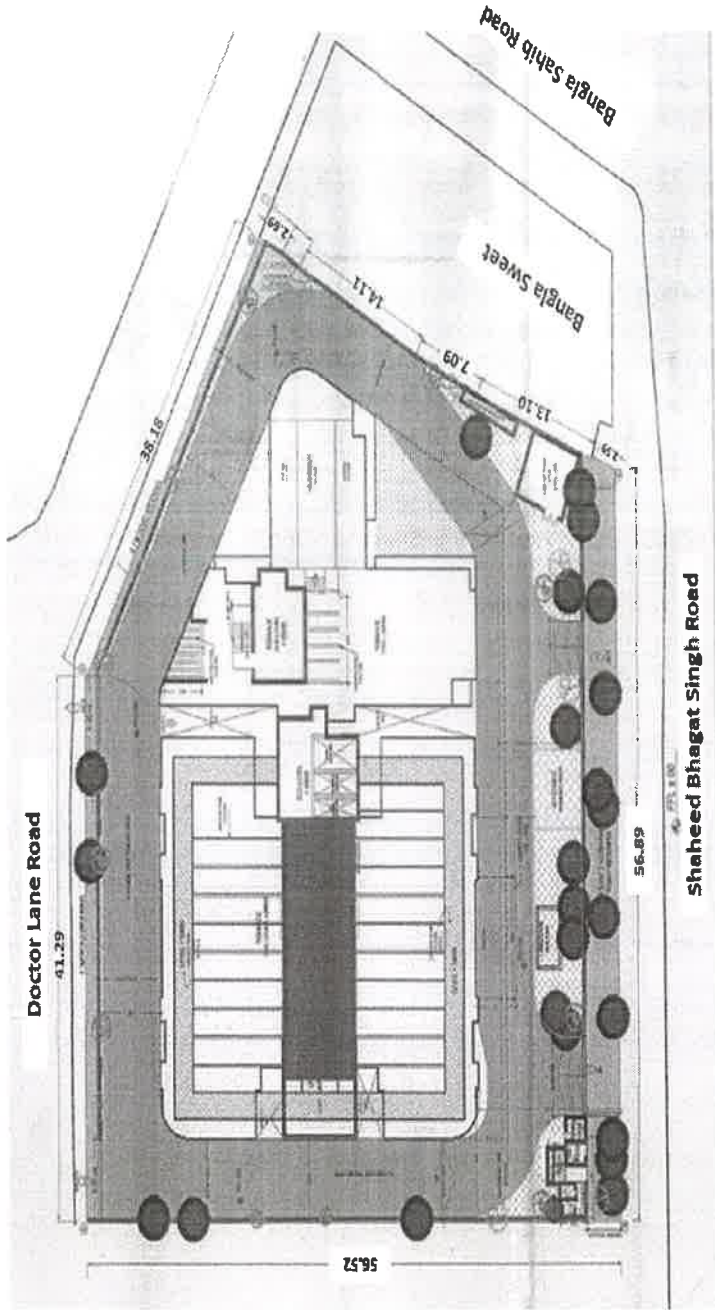
On the South by : Shaheed Bhagat Singh Marg formerly known as Lady Harding Road

On the East by : Shops

On the West by : All India S. S Jain Conference Bhawan built up on Plot No. 12

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPD	 Incoming Partner-1	 Incoming Partner-2
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SCHEDULE-II
PLAN OF SUBJECT PLOT



Godrej Projects North Authorized Signatory	Godrej Properties Limited Authorized Signatory	Godrej Projects Development Limited Authorized Signatory	Godrej Projects Development Limited Authorized Signatory	Godrej Projects Development Limited Authorized Signatory
LLP	GPL	GPDL	Incoming Partner-1	Incoming Partner-2




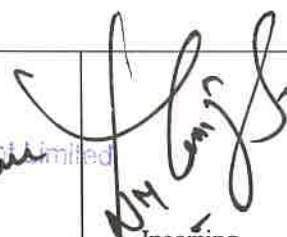

SCHEDULE-III

PART A: LIST OF INCOMING PARTNER APPROVALS

S. No.	Approval	Time Period
1.	Registration of the Project with Delhi RERA	Within 1 (one) month from the date of submission of application with Delhi RERA
2.	De-watering permission from competent Government Authorities	Within 2 (two) months from Effective Date
3.	CTE	Within 15 (fifteen) days from Effective Date
4.	Revised Plans	As per Clause 10.6

PART B: LIST OF EXISTING APPROVALS

1. No objection certificate for cutting trees on the Subject Plot has been obtained from the Forest Department, Delhi vide letter number R-No-1217/to(s)/TC-felling/2015- 16/1767 dated 17.07.2020 from office of the Dy. Conservator of Forest South
2. Permission to demolish the existing structure on the Subject Plot has been duly obtained from Department of Architecture & Environs, NDMC vide letter bearing no. CA/BP/14, Lady Harding Road, New Delhi/D-0105 dated January 01, 2021.
3. Building Plan sanctioned vide letter number CA/BP/14, Lady Hardinge Road, New Delhi/D-0105 Dated 01/01/2021. Plans are valid till 31.07.2025
4. Fire safety approval by Delhi Fire Service received vide letter dated February 18, 2020 bearing no. F6/DFS/MS/BP/2020/74, issued by the Delhi Fire Service, New Delhi in favour of The Chief Architect, New Delhi Municipal Council
5. Approval issued by Delhi Urban Art Commission vide letter dated April 20, 2020 bearing ULB Code no. NDMC_BP_0039_19- 20_Sub_2_F, issued by the Delhi Urban Art Commission in favour of the NDMC, whereby the proposal for proposed group housing project over the Subject Plot was approved
6. Land and Development office NOC received vide letter number L&DO/L1/9/148(20)/243 Dated 10/12/2020
7. Electricity approval received vide letter number C-2345/EEP/DES/48 DATED 27.01.2020
8. Approval for set up of Electric Sub-Station received vide letter dated December 31, 2019, bearing no. C-2345/EEP/DES/528 issued by the Electric Planning Division, NDMC



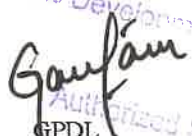
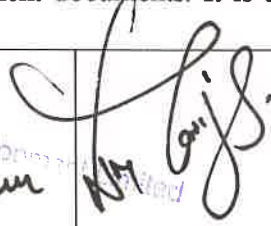

 LLP	 GPL	 GPDFL	 Incoming Partner-1	 Incoming Partner-2
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SCHEDULE-IV

GPL RIGHTS

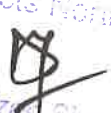


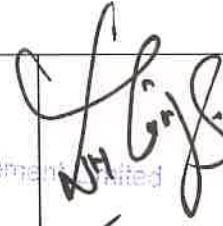

GPL as a partner of LLP will have the exclusive rights, power and authority to carry out all acts, deeds and things for construction, development, Marketing and sale of the Project, including but not limited to the following:-

1. To undertake construction, development, Marketing and sale of the Project in compliance with Applicable Laws;
2. to utilize all collections received from the purchasers of Saleable Area and all funding made to the LLP, in accordance with Business Plan;
3. to sign and execute all documents, deeds and writings acting on behalf of the LLP which the LLP is entitled or required to execute for the implementation and execution of the Project;
4. to undertake the construction and development, Marketing and sale including determination of the payment plan for the Project by utilizing such FSI Area, density and ground coverage as may be permitted by Governmental Authority on the Subject Plot;
5. to decide upon and implement the design, quality, cost, design, layout, aesthetics, landscaping, architecture etc. of the Project, including calculation of the carpet area of the apartments/units, super built up area and Saleable Area of the Project;
6. To keep in its custody original of the Sale Deed, DR Transfer Agreement, antecedent title documents and Approvals and original of other antecedent title documents listed in Part A of Schedule VIII hereto and original of all licenses and approvals of the Project including but not limited to approvals listed in Part B of Schedule III hereto;
7. to invoke all claims and indemnifications and take all remedies available under Applicable Law against the Incoming Partners under the Sale Deed and/or DR Transfer Agreement and to take all steps, decisions and actions in that regard.
8. to allot / sell/ transfer the Saleable Area, that is transfer of the whole or part of the Project along with entitlements thereto (including car parking spaces) in the Project to the Purchasers and receive and recover in the name and acting on behalf of the LLP the entire collections received such purchasers, and in this regard to issue, execute and admit execution of the allotment documents. It is agreed and



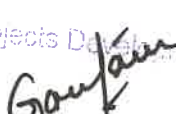


 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPDL	 Incoming Partner-1	 Incoming Partner-2
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understood that the LLP shall not market and/or sell any part of the Saleable Area in the Project and the same shall be undertaken exclusively by GPL:



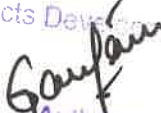


9. to prepare, finalize marketing brochure / prospectus, allotment documents customer communications, agreement to sell, sale / conveyance deed which would be signed by the LLP with the Purchasers, and such documents shall be signed by GPL for and on behalf of the LLP and to get the same registered with the office of the relevant Sub-Registrar of Assurances;
10. to 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;
11. to deal with, appear before and file, withdraw and modify applications, declarations, certificates and submit/ receive information with, as may be required by and/or under the Applicable Laws, in relation to construction, development, Marketing, sale of the Project;
12. to carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time, on behalf of LLP;
13. to apply for, obtain and maintain all Approvals for construction development, marketing and sale of the Project (without diluting Incoming Partners' obligations specified under this Deed), on behalf of LLP;
14. to apply for and obtain all renewal (including extension), modifications, amendments required to the Approvals in respect of the Project / the Subject Plot (without diluting Incoming Partners' obligations specified under this Deed) , on behalf of LLP;
15. 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 and to handover the maintenance thereof to the Common Organization or the maintenance agency of the Project, as the case may be, on behalf of LLP;
16. take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws;
17. to demarcate the common areas and facilities, and the limited common areas and facilities in the Project in accordance with the Approvals and to convey the common area and facilities of the Project to the Common Organization;
18. to Launch the Project as per Business Plan;

<p>Godrej Projects North LLP</p> <p></p> <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p> <p></p> <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p> <p></p> <p>Authorized Signatory</p> <p>GPDL</p>	<p></p> <p>Incoming Partner-1</p>	<p></p> <p>Incoming Partner-2</p>
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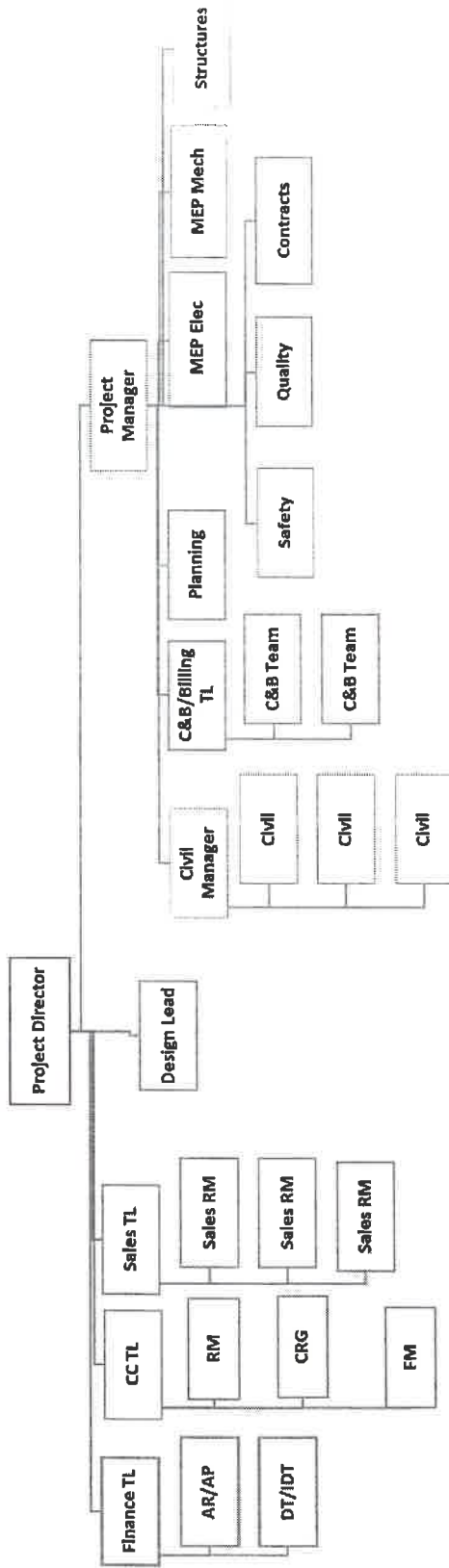
19. except as provided in the Deed, to invoke all legal remedies acting on behalf of the LLP for the purposes of protecting the interest of the LLP, and in this regard commence and/or defend (including act, appear and plead) against any and all litigations, disputes, notice, proceedings or impediments in relation to the LLP or any matters in relation thereto, in any Governmental Authority, provided that such remedies shall be invoked by GPL acting on behalf of the LLP in the best interest of the LLP;
20. to obtain Construction Finance and create mortgage on the said Subject Plot or any part thereof and hypothecation of Project Receivables or any part thereof;
21. to appoint, employ or engage vendors, suppliers, consultants and contractors (other than HV Contractor, who shall be appointed in terms of Clause 9.6 of this Deed) including project management consultant, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work, sign and execute all contracts with them and to pay the wages, remuneration and salary of such persons on behalf of LLP;
22. to undertake and execute the Project and to do all acts, deeds and decisions acting on behalf of the LLP with all roles, authorities and entitlements for the execution of the Project, except the obligations to be undertaken by Incoming Partners as expressly provided under this Deed or such actions as are expressly contemplated to be undertaken mutually by the Incoming Partners and GPL under this Deed;
23. to allot / sell / transfer the Saleable Area in accordance with terms of this Deed;
24. to exclusively select the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site sales, salaries and brokerages of such brokers;
25. GPL shall be entitled to appoint and terminate the Development Manager in respect of the Project on behalf of the LLP to undertake and manage activities as deemed appropriate by GPL.
26. To finalize the name of the Project with the "Godrej" brand name as per the branding policies of GPL and finalize logos for the Project as it deems fit and appropriate;
27. To invoke any rights etc. under the Sale Deed and DR Transfer Agreement and invoke all rights and remedies available to the LLP under the Sale Deed, DR Transfer Agreement and Applicable Law;

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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28. Other rights and entitlements as stated specifically elsewhere in this Deed as being the part of the sole entitlements of GPL; and
29. To hire employees in the LLP for Development, Marketing and Execution of the Project in terms of this Deed and the salaries of such employees shall form part of the Development Cost.

<div>Godrej Projects North LLP</div> <div></div> <div>Authorized Signatory</div> <div>LLP</div>	<div>Godrej Properties Limited</div> <div></div> <div>Authorized Signatory</div> <div>GPL</div>	<div>Godrej Projects Development Limited</div> <div></div> <div>Authorized Signatory</div> <div>GPDL</div>	<div></div> <div>Incoming Partner-1</div>	<div></div> <div>Incoming Partner-2</div>
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SCHEDULE-V
ORGANIZATION STRUCTURE OF THE LLP



Godrej Properties North LLP	Godrej Properties Limited	Godrej Projects Development Limited	Incoming Partner-2
Authorized Signatory	Authorized Signatory	Authorized Signatory	Incoming Partner-1
LLP	GPL	GPDL	

PROJECT LOGO
SECTOR NUMBER

[illegible]Page 56

SCHEDULE-VII
REPRESENTATIONS AND WARRANTIES OF GPL

Representations and Warranties of GPL are set out hereinbelow:

A. With respect to GPL

- i. GPL is duly incorporated / organized and existing under laws of the jurisdiction of its incorporation or organization and is validly existing and in good standing, under the Laws of India.
- ii. GPL has full rights, power and authority to use the GPL Brand Name “Godrej” and associate the GPL Brand Name “Godrej” with the Project in the manner contemplated herein.




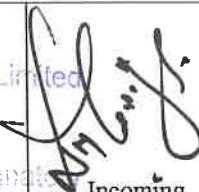

B. With respect to LLP

1.1 Organization of the LLP

- (a) The LLP is a limited liability partnership, duly incorporated under LLP Act, 2008, and is validly existing and in good standing, under the Laws of India.

1.2 Constitutional documents and corporate matters



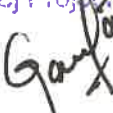


- (a) The LLP was constituted vide the LLP Agreement dated March 2, 2017 which was superseded vide Admission Cum Reconstitution Deed dated August 22, 2017 and there are no other constitutional documents of the LLP.

 Authorized Signatory LLP	 Authorized Signatory GPL	 Authorized Signatory GPD	 Incoming Partner-1	 Incoming Partner-2
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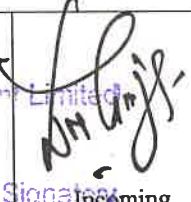

SCHEDULE VIII
LIST OF ANTECEDENT TITLE DOCUMENTS and Licenses & Approvals

Part A – List of Antecedent Title Documents

S. No.	Particulars	Document Type
1.	Perpetual Lease Deed dated February 07, 1920, registered as document bearing No. 1035, in Additional Book No. I, Volume No. 5, pages 379 to 386 on March 18, 1920, executed by the Secretary of State for Indian Council in favour of Pandit Sri Ram Sarvaria.	Original
2.	Deed of Partition and Family Arrangement dated January 01, 1955, executed amongst Satish Chand, Suresh Chand, Master Sumesh Chand, Master Subhash Chand and Gunwati Devi, registered as document No. 1290, in Additional Book No. I, Volume 2937, pages 20 to 67, on March 14, 1955.	Certified true copy
3.	Sale deed dated September 12, 1961, bearing document No. 7133, in Book No. I, Volume No. 709 on pages 298 to 304, on September 25, 1961, executed by Satish Chand Gupta and Suresh Chand Gupta, in favour of Raghbir Singh.	Original
4.	Sale Deed dated May 13, 1963, registered as document bearing No. 3539, in Additional Book No. I, Volume No. 977, on pages 146 to 151, on May 17, 1963, executed by Raghbir Singh in favour of Diwan Singh.	Original
5.	Sale deed dated August 31, 1965, bearing document No. 6427, in Book No. 1, Volume No. 1403, on pages 160 to 167, on October 06, 1965, executed by Dr. Diwan Singh, in favour of (i) Sarvshri Pandit Mohan Lal; and (ii) Tika Ram.	Original
6.	Sale deed dated June 08, 1990 bearing document no. 3795, executed by Ashok Sharma in favour of N.D. Taneja.	Original
7.	Sale deed dated June 12, 1990 bearing document no. 3882, executed by Sunil Sharma, in favour of N.D. Taneja.	Original
8.	Sale deed dated June 08, 1990 bearing document no. 3792, executed by Praveen Sharma, in favour of D.N. Taneja.	Original
9.	Sale deed dated June 12, 1990 bearing document no. 3878, executed by Jagdish Sharma, in favour of D.N. Taneja.	Original
10.	Sale deed dated June 08, 1990 bearing document no. 3797, executed by Ashok Sharma in favour of Kamal Kumar.	Original
11.	Sale deed dated June 12, 1990 bearing document no. 3883, executed by Sunil Sharma in favour of Kamal Kumar.	Original
12.	Sale deed dated June 08, 1990 bearing document no. 3796, executed by Ashok Sharma in favour of Pawan Kumar.	Original

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects Development Limited</p>  <p>Authorized Signatory</p> <p>GPDL</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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13.	Sale deed dated June 12, 1990 bearing document no. 3884, executed by Sunil Sharma in favour of Pawan Kumar.	Original
14.	Sale deed dated June 12, 1990 bearing document no. 3873, executed by Sunil Sharma in favour of KK Taneja HUF.	Original
15.	Sale deed dated June 12, 1990 bearing document no. 3874, executed by Praveen Sharma in favour of KK Taneja HUF.	Original
16.	Sale deed dated June 12, 1990 bearing document no. 3876, executed by Ashok Sharma, in favour of KK Taneja HUF.	Original
17.	Sale deed dated October 16, 1990 bearing document no. 6713, executed by Jagdish Sharma, in favour of KK Taneja HUF.	Original
18.	Sale deed dated June 08, 1990 bearing document no. 3793, executed by Praveen Sharma in favour of Ravinder Kumar.	Original
19.	Sale deed dated June 12, 1990 bearing document no. 3879, executed by Jagdish Sharma in favour of Ravinder Kumar.	Original
20.	Sale deed dated June 12, 1990 bearing document no. 3877, executed by Ashok Sharma in favour of Lajpat Rai Taneja.	Original
21.	Sale deed dated June 12, 1990 bearing document no. 3872, executed by Sunil Sharma in favour of Lajpat Rai Taneja.	Original
22.	Sale deed dated June 12, 1990 bearing document no. 3875, executed by Praveen Sharma in favour of Lajpat Rai Taneja.	Original
23.	Sale deed dated October 16, 1990 bearing document no. 6714, executed by Jagdish Sharma in favour of Lajpat Rai Taneja.	Original
24.	Sale deed dated June 08, 1990 bearing document no. 3794, executed by Praveen Sharma in favour of Hemant Kumar.	Original
25.	Sale deed dated June 12, 1990 bearing document no. 3881, executed by Jagdish Sharma in favour of Hemant Kumar.	Original
26.	Sale deed dated May 21, 1990 bearing document no. 3290, executed by Hari Mohan in favour of ND Taneja.	Original
27.	Sale deed dated May 21, 1990 bearing document no. 3291, executed by Sharda Devi in favour of ND Taneja.	Original
28.	Sale deed dated June 12, 1990 bearing document no. 3896, executed by Chander Mohan in favour of ND Taneja.	Original
29.	Sale deed dated June 12, 1990 bearing document no. 3864, executed by Satish Chander in favour of DN Taneja.	Original
30.	Sale deed dated June 12, 1990 bearing document no. 3868, executed by Jayanti Prasad in favour of DN Taneja.	Original
31.	Sale deed dated June 12, 1990 bearing document no. 3870, executed by Kailash Chander in favour of DN Taneja.	Original
32.	Sale deed dated May 21, 1990 bearing document no. 3292, executed by Hari Mohan in favour of Kamal Kumar.	Original
33.	Sale deed dated May 21, 1990 bearing document no. 3293, executed	Original

<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>LLP</p>	<p>Godrej Properties Limited</p>  <p>Authorized Signatory</p> <p>GPL</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>GPD</p>	 <p>Incoming Partner-1</p>	 <p>Incoming Partner-2</p>
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	by Sharda Devi in favour of Kamal Kumar.	
34.	Sale deed dated June 12, 1990 bearing document no. 3894, executed by Chander Mohan in favour of Kamal Kumar.	Original
35.	Sale deed dated May 21, 1990 bearing document no. 3294, executed by Sharda Devi in favour of Pawan Kumar.	Original
36.	Sale deed dated May 21, 1990 bearing document no. 3295, executed by Hari Mohan in favour of Pawan Kumar.	Original
37.	Sale deed dated June 12, 1990 bearing document no. 3895, executed by Chander Mohan in favour of Pawan Kumar.	Original
38.	Sale deed dated June 12, 1990 bearing document no. 3865, executed by Satish Chander in favour of Ravinder Kumar.	Certified true copy
39.	Sale deed dated June 12, 1990 bearing document no. 3867, executed by Jayanti Prasad in favour of Ravinder Kumar.	Original
40.	Sale deed dated June 12, 1990 bearing document no. 3871, executed by Kailash Chander in favour of Ravinder Kumar.	Certified true copy
41.	Sale deed dated June 12, 1990 bearing document no. 3863, executed by Satish Chander in favour of Hemant Kumar.	Original
42.	Sale deed dated June 12, 1990 bearing document no. 3866, executed by Jayanti Prasad in favour of Hemant Kumar.	Original
43.	Sale deed dated June 12, 1990 bearing document no. 3869, executed by Kailash Chander in favour of Hemant Kumar.	Original
44.	Sale deed dated March 12, 2008, registered as document No. 4697, executed by N.D. Taneja; D.N. Taneja; Ravinder Kumar; Kamal Kumar; Pawan Kumar; Lajpat Rai Taneja; K.K. Taneja HUF; and Alka Taneja, in favour of M/s SK Promoters.	Original
45.	Relinquishment Deed dated September 20, 2010, bearing document no. 15546, executed by Bindu Anand in favour of her brother namely Lajpat Rai Taneja.	Original
46.	Relinquishment Deed dated October 28, 2010, bearing document no. 18118, executed by Bindu Anand in favour of her brother namely Lajpat Rai Taneja.	Original
47.	Relinquishment Deed dated September 20, 2010, bearing document no. 15547, executed by Abhishek Taneja in favour of his mother namely Alka Taneja.	Original
48.	Relinquishment Deed dated October 28, 2010, bearing document no. 18119, executed by Abhishek Taneja in favour of his mother namely Alka Taneja.	Original
49.	Relinquishment Deed dated November 16, 2010, bearing document no. 19312, executed by Abhishek Taneja in favour of his mother namely Alka Taneja.	Original
50.	Relinquishment deed dated September 18, 2013, bearing document no.	Original

Godrej Projects North LLP Authorized Signatory LLP	Godrej Properties Limited Authorized Signatory GPL	Godrej Properties Development Limited Authorized Signatory GPDLL	Incoming Partner-1	Incoming Partner-2
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	23686, executed by Pawan Taneja in favour of Kamal Kumar Taneja.	
51.	Relinquishment deed dated June 21, 2013, bearing document no. 18059, executed by Ishan Taneja in favour of DN Taneja.	Original
52.	Relinquishment deed dated April, 2013, bearing document no. 16715, executed by Ravinder Kumar in favour of Kamal Kumar Taneja.	Original
53.	Relinquishment deed dated April 25, 2013, bearing document no. 16713, executed by Lajpat Rai Taneja in favour of DN Taneja.	Original
54.	Relinquishment deed dated April 25, 2013, bearing document no. 16712, executed by Alka Taneja in favour of DN Taneja	Original
55.	Relinquishment deed dated April 25, 2013, bearing document no. 16714, executed by ND Taneja in favour of Kamal Kumar Taneja.	Original
56.	Conveyance Deed dated April 29, 2015, bearing document No. 7441, executed by President of India in favour of M/s. S.K. Promoters, Kamal Kumar Taneja and D.N. Taneja.	Original
57.	Partition Deed dated 27.11.2015 entered between M/s. S.K. Promoters, Kamal Kumar Taneja and D.N. Taneja	Original
58.	Rectification Deed dated November 29, 2021 bearing registration no.11373 executed by N.D. Taneja; D.N. Taneja; Ravinder Kumar; Kamal Kumar; Pawan Kumar; Lajpat Rai Taneja; K.K. Taneja HUF; and Alka Taneja, in favour of M/s SK Promoters	Original
59.	Deed of Declaration dated November 29, 2021 bearing no. 513	Original

Godrej Projects North LLP Authorized Signatory LLP	Godrej Properties Limited Authorized Signatory GPL	Godrej Projects Development Limited Authorized Signatory GPDFL	Incoming Partner-1	Incoming Partner-2
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IN WITNESS WHEREOF the Parties hereto have executed this Deed on the day and year first herein above written.

For and on behalf of GPL

Godrej Properties Limited

Authorized Signatory

Digvijay Yadav
Authorised Signatory

By Incoming Partner-1

Devki Nandan Taneja

For and on behalf of GPDL

Godrej Projects Development Limited

Authorized Signatory

Gautam Babbar
Authorised Signatory

By Incoming Partner-2

Kamal Taneja

For and on behalf of the LLP

Godrej Projects North LLP

Authorized Signatory

Digvijay Yadav
Authorised Signatory

WITNESSES:

1. Niraj Lodha

Name: NIRAJ LODHA

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KIDWAI NAGAR EAST,
NEW DELHI - 110023

2.

Name: ADITYA RUNGTA

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New Delhi - 110001.

Godrej Projects North LLP Authorized Signatory LLP	Godrej Properties Limited Authorized Signatory GPL	Godrej Projects Development Limited Authorized Signatory GPDL	Incoming Partner-1	Incoming Partner-2
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