

Sri. V. Srikanth
S.V.L.No.15-10-018/2000
R.L.No.15-10-012/2012
P.No.49,SY.No.10
Beside Swathi School Madhapur
Sec. 10

भारत
STAMP DUTY TELANGANA
NON JUDICIAL
Rs. 0000100 28.7.2016
357462
28/5
TELANGANA

181022958200
002856220181

This Indenture of Assignment Deed (Assignment Deed) is made and executed on this the 28th day of July, 2016 at Hyderabad by:

RAMKY ESTATES AND FARMS LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Ramky House, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad and Corporate Office at 9th Floor, Ramky Grandiose, Ramky Towers complex, Gachibowli, Hyderabad, represented by its duly authorized signatory, Sri. N. Venkatesh Kumar.

hereinafter referred to as the "REFL" and which expression shall mean and include their respective successors and permitted assigns **First Part**.

JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003 and **SDNMKJ Realty Private Limited**, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003, together hereinafter referred to as the "ASSIGNEES" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns of the **Second Part**

AND

KARVY COMPUTERSHARE PRIVATE LIMITED, (KCPL in short) a company incorporated under the Companies Act, 1956 and having its registered office at KARVY House, #46, Avenue 4, Street No.1, Banjara Hills Road No. 10, Hyderabad 500 034,



Hereinafter referred to as the "Third Part" which expression shall mean and include its successors and assigns.




The First Part, Second Part and Third Part are hereunder individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS:

- (A) REFL is the sole and absolute owner of (i) 24,062 sq.ft i.e., 5th floor forming part of Tower B in the building titled **RAMKY SELENIUM** and (ii) 871 square yards of proportionate Undivided Share of Land, along with effective and exclusive car parking of 33 numbers which was subject matter of lease with the Third Part vide Lease Deed dated 26-05-2014 vide document number 11485/14 SRO, Ranga Reddy District ("Lease Deed") along with greater extent of built up areas ("Leased Premises").
- (B) REFL sold the leased premises to the SECOND PART and also executed a Sale Deed vide Regd. Sale Deed bearing Doct. No. 5705 of 2016 dated 30th April 2016 registered at the office of S.R.O Ranga Reddy District.
- (C) The First Part has also brought to the notice of the Second Part that the Leased Premises is under a lease with the Third Part vide the Lease Deed executed by the First Part and the Third Part. The Second Part has agreed to abide by the terms and conditions agreed under the said Lease Deed executed by the First Part and Third Part, as if the same were agreed between the Second Part and the Third Part.

For Ramky Estates & Farms Ltd.


Authorized Signatory
For JMK GEC REALTORS PVT LTD.

Director/Mandatee



For SDNMKJ Realty Pvt. Ltd.

Director

NOW THIS DEED WITNESSETH AS FOLLOWS:


1. The First Part has sold the Leased premises to the Second Part and also executed a Sale Deed vide Regd. Sale Deed bearing Document No. 5705 of 2016 dated 30th April 2016 registered at the office of S.R.O Ranga Reddy District
2. On acquiring the ownership of the Leased Premises from the First Part pursuant to a registered Sale Deed, the Second Part shall inherit the tenancy of the Third Part and the tenancy shall continue on the same terms and conditions stipulated in the Lease Deed.
3. The First Part hereby confirms that the Third Part shall pay the Lease Rent as per the Lease Deed to the Second Part and the First Part agrees and acknowledges that such payment to the Second Part shall be a valid discharge of payment of the Lease Rent under the Lease Deed. The Third Part shall pay the Lease Rent as per the terms of the Lease Deed in equal proportions to JMKGEC Realtors Private Limited and SDNMJK Realty Private Limited and the invoices raised by the Second Part to A/c as detailed below.

Name of the Owner	Bank A/c No / IFS Code / Bank Address	PAN	Service Tax Number Registration Number
JMKGEC Realtors Private Limited	1311540131 / KKBK0000631/ Kotak Mahindra Bank, Kalina, Mumbai	AACCJ 3243 P	AACCJ 3243 P SD002
SDNMJK Realty Private Limited	1311540155 / KKBK0000631/ Kotak Mahindra Bank, Kalina, Mumbai	AAOCS0548N	AAOCS 0548 N SD002


Any change to the above details to be intimated in advance by Second Part to Third Part

4. The SECOND PART and THIRD PART are at liberty to enter into a fresh lease deed on the same terms and conditions agreed in the Lease Deed. The Security Deposit received by the First Part under Clause 1.9 of Lease Deed from the Third Part is adjusted towards part of sale consideration, which ought to have been payable by the Second Part to the First Part under the Sale Deed, which amounted to Rs. 36, 09,300/- (Rupees Thirty Six Lakhs Nine Thousand Three Hundred Only) towards Leased Premises proportionately. Of this security deposit, Rs. 18, 04,650 (Rupees Eighteen lakhs four thousand six hundred and fifty only) is held with M/s JMKGEC Realtors Private Limited and Rs. 18,04,650 (Rupees Eighteen lakhs four thousand six hundred and fifty only) with M/s SDNMJK Realty Private Limited. The Second Part undertakes that the said Security Deposit shall be refunded by the Second Part to the Third Part as per the terms and conditions agreed in the Lease Deed or in the fresh lease deed that may be executed between the Second Part and the Third Part.
5. This Assignment Deed is the total understanding between the Parties for assigning the Lease Deed.

For Ramky Estates & Farms Ltd.


Authorised Signatory
For JMK GEC REALTORS (PVT. LTD.)

Director/Mandatee




For SDNMJK Realty Pvt. Ltd.
Director

6. The First Part shall continue to undertake the maintenance of the Leased Premises and the charges for maintenance shall be payable by the Third Part to the First Part as being presently done under the Lease Deed.
7. The Parties agree that this Assignment Deed shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of competent courts in Hyderabad, Telangana.
8. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Assignment Deed and signed by all the Parties.
9. The Rental invoices will be raised separately by JMKGEC Realtors Private Limited and SDNMKJ Realty Private Limited for compiling with the provisions of Service Tax and TDS. However, the cumulative area and the rent per sq ft will be unchanged as per the terms of the Lease Deed. The Rental shall be payable by the Third Party to the Second Party commencing from **1st July, 2016**
10. The Parties shall maintain confidentiality of the terms agreed under this Assignment Deed.
11. All notices under or pursuant to this Assignment Deed shall be deemed to have been served if sent by hand delivery and written acknowledgment obtained thereof and/or by Registered Post with Acknowledgement Due to the addresses stated in the recitals of this Assignment Deed.

LEASED PREMISES

Details of Schedule Property of JMKGEC Realtors Pvt Ltd

All that commercial space having a built up area 12,031 sq ft on the Fifth Floor in Tower B with undivided share of land admeasuring 435.50 Sq.yds with 16 Nos of car parking slots of the building known as "Ramky Selenium" situated at Plot Nos.31 (P) and 32 in Survey Nos.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District as given below:

North By : Open to Sky
 South By : Portion of premises belonging to SDNMKJ Realty Pvt Ltd
 East By : Tower A, Lift & Staircase
 West By : Open to Sky.

Details of Schedule Property of SDNMKJ Realty Pvt Ltd


All that commercial space having a built up area 12,031 sq ft on the Fifth Floor in Tower B with undivided share of land admeasuring 435.50 Sq.yds with 17 Nos of car parking slots of the building known as "Ramky Selenium" situated at Plot Nos.31 (P) and 32 in Survey Nos.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District which as given below:

North By : Portion of premises belonging to JMKGEC Realtors Pvt Ltd
 South By : Open to Sky
 East By : Tower A, Lift & Staircase
 West By : Open to sky

For Ramky Estates & Farms Ltd.


Authorised Signatory

For JMK GEC REALTORS PVT LTD.


Director/Mandatee



For SDNMKJ Realty Pvt Ltd


Director


IN WITNESS WHEREOF, the Parties have entered into this Assignment Deed on the day, month and year first above written.

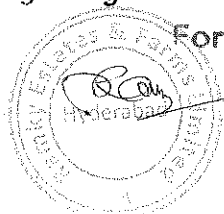
For JMK GEC REALTORS PVT. LTD.

For Ramky Estates & Farms Ltd.

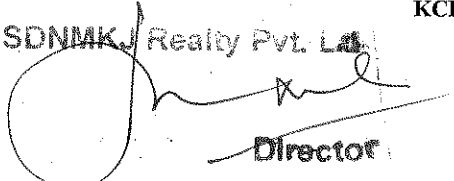

Mr. VENKATA RAMANA
Authorised Signatory
REFL


Director/Mandatee
JMKGEC AND SDNMKJ

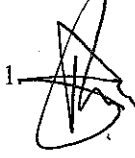

Mr. HARAPRASAD PANDA
KCPL



For SDNMKJ Realty Pvt. Ltd.


Director

Witnesses:

1. 

2. 