

Godrej Properties Limited
Regd. Office: Godrej One,
5th Floor, Pirojshanagar,
Eastern Express Highway,
Vikhroli (E), Mumbai – 400 079. India
Tel.: +91-22-6169-8500
Fax: +91-22-6169-8888
Website: www.godrejproperties.com

CIN: L74120MH1985PLC035308

May 4, 2018

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400 001

The National Stock Exchange of India Limited
Exchange Plaza,
Plot No. C/1, G Block,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051

Ref: **Godrej Properties Limited**
BSE - Script Code: 533150, Scrip ID - GODREJPROP
BSE- Security ID 782GPL20 – Debt Segment
NSE - GODREJPROP

Execution of Investment Agreement

Dear Sir/Madam,

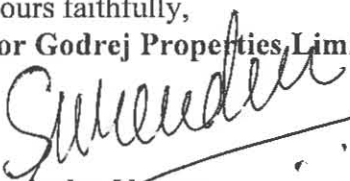
Further to our letter dated May 4, 2018 informing about the decision of the Board of Directors of Godrej Properties Limited (the “**Company**”), to issue 1,27,65,000 equity shares of the Company of the face value of Rs. 5 each (“**Equity Shares**”) at a price of Rs. 783.50 (which includes a premium of Rs. 778.50 per Equity Share) aggregating to Rs. 1000,13,77,500 (Rupees One Thousand Crore Thirteen Lakh Seventy Seven Thousand and Five Hundred) to Gamnat Pte. Ltd. (“**Investor**”) on preferential basis, please note that the Company has entered into an investment agreement with the Investor today i.e. May 4, 2018 (“**Investment Agreement**”).

The details as required under the SEBI LODR read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015 with respect to the Investment Agreement are given in Annexure A.

We request you to kindly take the same on record.

Thanking you,

Yours faithfully,
For Godrej Properties Limited


Surender Varma
Company Secretary & Chief Legal Officer

Encl: as above



ANNEXURE A

Sr. No.	Particulars	Details
1.	Type of parties with whom the agreement is entered into	GAMNAT Pte. Ltd. (Investor)
2.	Purpose of entering into the agreement;	The Company has entered into the Investment Agreement for the purposes of issuing and allotting 1,27,65,000 (One Crore Twenty Seventy Lakh Sixty Five Thousand) Equity Shares of face value of Rs. 5 each to the Investor at a price of Rs. 783.50 (Rupees Seven Hundred and Eighty Three and Fifty paise) per share aggregating to Rs. 1000,13,77,500 (Rupees One Thousand Crore Thirteen Lakh Seventy Seven Thousand and Five Hundred)
3.	Size of the agreement	Rs. 1000,13,77,500 (Rupees One Thousand Crore Thirteen Lakh Seventy Seven Thousand and Five Hundred)
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company does not have any shareholding in the Investor
5.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>It is hereby clarified that post the allotment of Equity Shares, the Investor shall not have any special rights under the Investment Agreement and will only be entitled to exercise such rights that are exercisable by the ordinary shareholders of the Company to the extent of its proposed shareholding in the Company.</p> <p>The Company has provided certain standard representations and indemnities to the Investor under the Investment Agreement.</p>

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6.	Whether the said parties are related to the promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	No
7.	Whether the transaction would fall within related party transaction? If yes, whether the same is done at arm's length.	No
8.	In case of issuance of shares to the parties, the details of issue price, class of shares issued.	Equity Shares will be issued at a price of Rs. 783.50 per Equity Share (price determined in terms of Regulation 76(4) of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.
9.	In case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/ sanction letter, details of the security provided to the lenders for such loan.	N/A
10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements	Under the Investment Agreement, the Investor does not have a right/ entitlement to appoint a director on the Board of the Company whether as a nominee, an observer or in any other capacity. Further, the allotment is subject to receipt of necessary approvals from the shareholders of the Company and the necessary approvals from the stock exchanges as per the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

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