

WILENTZ

—ATTORNEYS AT LAW—

STEVEN J. TRIPP, ESQ.

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Suite 900 Box 10
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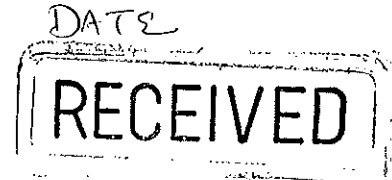
Received by

Mary Campbell
PRINT NAME

A-13

Mary Campbell
SIGNATURE

January 26, 2024
DATE



JAN 26 2024
MC

January 26, 2024

VIA HAND DELIVERY

Alicia Losonczy
City of Bayonne Planning/Zoning Board Secretary
Bayonne City Hall
630 Avenue C
Bayonne, NJ 07002

**Re: Shree Lakshmi Vardayini Urban Renewal LLC
Application for Amended General Development Approval
Block 751, Lots 1.06, 1.07, 1.08, 1.09, 1.10, 1.12, 1.14 and 1.16
Harbor Station South Redevelopment Area**

This office represents Shree Lakshmi Vardayini Urban Renewal LLC ("Shree Lakshmi"), the designated redeveloper of the above-referenced parcels. This application is submitted on behalf of Shree Lakshmi as the applicant and supplements our previous submission on January 11, 2024. It seeks to amend the General Development Plan approved by the Planning Board in Application P-19-022, under the name of Mahalaxmi Bayonne Urban Renewal LLC, memorialized in a resolution adopted on September 23, 2019 (the "original GDP"). This application involves the portion of the original GDP now controlled by Shree Lakshmi, which is comprised of the above-referenced lots within Block 751, and does not include the other lots that were part of the original GDP. Shree Lakshmi also is requesting that the original GDP be bifurcated into two GDPs, one containing the lots controlled by Shree Lakshmi, and the other containing the lots controlled by Om Ganesh/Mahalaxmi Bayonne, which are the subject of a separate application for GDP amendment.

Enclosed please find checks in the amount of \$2,500.00 and \$7,500.00, to cover the application fee and escrow fee respectively, together with a completed W-9 form. Enclosed please also find an original and four (4) copies of the following:

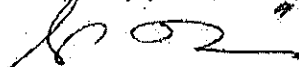
1. General Development Application, with original signature, notary and seal;
2. Disclosure Statement for Shree Lakshmi Vardayini Urban Renewal LLC;

3. Certification from the Tax Collector that the taxes for the property are current.
4. Copies of the following agreements:
 - a. Assignment for Block 751, Lot 1.06 from Mahalaxmi Bayonne LLC to Gauri Shankar Flagship Urban Renewal LLC
 - b. Assignment for Block 751, Lot 1.07 from Mahalaxmi Bayonne LLC to Devi Mata Flagship Urban Renewal LLC
 - c. Assignment for Block 751, Lot 1.08 from Mahalaxmi Bayonne LLC to Malakshmi Goldsborough LLC
 - d. Assignment for Block 751, Lot 1.09 from Mahalaxmi Bayonne LLC to Jai Ma Bayonne LLC
 - e. Assignment for Block 751, Lot 1.10 from Mahalaxmi Bayonne LLC to Amba Parkside LLC, including
 - i. Assignment from Amba Parkside LLC to Ma Vasundhara Niwas LLC
 - f. Assignment for Block 751, Lot 1.12 from Mahalaxmi Bayonne LLC to Om Vaishnavi Gold LLC
5. 200 ft. Property Owners List provided by the City of Bayonne's Tax Assessor's Office, dated January 19, 2024

Electronic exhibits are enclosed within the following dropbox link:

<https://www.dropbox.com/scl/fo/yneim5dvj13fvku3v6t1/h?rlkey=qtirm1ud25e1kq5bniir2wiw4&dl=0>. Should you have any questions, or need any further information, do not hesitate to contact me.

Very truly yours,



STEVEN J. TRIPP, ESQ.

SJT/pk
enc.

WILENTZ

—ATTORNEYS AT LAW—

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Suite 900 Box 10

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January 26, 2024

VIA HAND DELIVERY

Alicia Losonczy
City of Bayonne Planning/Zoning Board Secretary
Bayonne City Hall
630 Avenue C
Bayonne, NJ 07002

**Re: Shree Lakshmi Vardayini Urban Renewal LLC
Application for Amended General Development Approval
Block 751, Lots 1.06, 1.07, 1.08, 1.09, 1.10, 1.12, 1.14 and 1.16
Harbor Station South Redevelopment Area**

This office represents Shree Lakshmi Vardayini Urban Renewal LLC (“Shree Lakshmi”), the designated redeveloper of the above-referenced parcels. This application is submitted on behalf of Shree Lakshmi as the applicant and supplements our previous submission on January 11, 2024. It seeks to amend the General Development Plan approved by the Planning Board in Application P-19-022, under the name of Mahalaxmi Bayonne Urban Renewal LLC, memorialized in a resolution adopted on September 23, 2019 (the “original GDP”). This application involves the portion of the original GDP now controlled by Shree Lakshmi, which is comprised of the above-referenced lots within Block 751, and does not include the other lots that were part of the original GDP. Shree Lakshmi also is requesting that the original GDP be bifurcated into two GDPs, one containing the lots controlled by Shree Lakshmi, and the other containing the lots controlled by Om Ganesh/Mahalaxmi Bayonne, which are the subject of a separate application for GDP amendment.

Enclosed please find checks in the amount of \$2,500.00 and \$7,500.00, to cover the application fee and escrow fee respectively, together with a completed W-9 form. Enclosed please also find an original and four (4) copies of the following:

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<https://www.dropbox.com/scl/fo/yneim5dvj13fjvku3v6t1/h?rlkey=qtirm1ud25e1kq5bnir2wiw4&dl=0>. Should you have any questions, or need any further information, do not hesitate to contact me.

Very truly yours,



STEVEN J. TRIPP, ESQ.

SJT/pk
enc.

The Applicant for Amendment of the General Development Plan (“GDP”), Shree Lakshmi Vardayini Urban Renewal LLC (“Shree Lakshmi”), is making the GDP Application with respect to Block 751, Lots 1.06, 1.07, 1.08, 1.09, 1.10 and 1.12 (“Parcels”). The ownership entities of these Parcels are owned and controlled by the members of Shree Lakshmi. Mahalaxmi Bayonne has executed Assignment and Assumption Agreements which assigned its rights and obligations under the Redevelopment Agreement, related agreements and governmental approvals to the ownership entities of these Parcels.

In the GDP Application, these ownership entities consented to Shree Lakshmi filing the Application to Amend the GDP. Thus Shree Lakshmi, as Applicant, is acting on behalf of the ownership entities for these Parcels.

**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND
SALE AGREEMENT AND FINANCIAL AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is dated the 15th day of January, 2020, by and between **MAHALAXMI BAYONNE URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignor"); and **GAURI SHANKAR FLAGSHIP, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignee").

WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the "Redevelopment Agreement"), governing the redevelopment and sale of Lot 1.06 in Block 751 on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the "Property"); and

WHEREAS, by way of Ordinance 17-57 (the "Ordinance"), and pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the City of Bayonne approved a tax exemption on the Property and authorized the execution of a financial agreement with Assignor (the "Financial Agreement"); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor's right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement and approvals with respect to the Property, and all of Assignor's rights and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes (i) all of Assignor's rights and obligations as "Redeveloper" under the Redevelopment Agreement with respect to the Property, and agrees to be subject to all the Covenants and Restrictions to which the "Redeveloper" is subject to under the Redevelopment Agreement; and (ii) all of Assignor's rights and obligations under the Financial Agreement with respect to the Property.

3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.

4. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Assignment Agreement may only be amended by a written instrument executed by both Assignor and Assignee.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

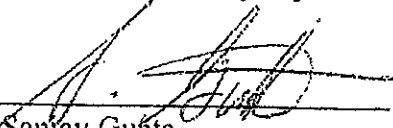
IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

MAHALAXMI BAYONNE URBAN RENEWAL, LLC [Assignor]

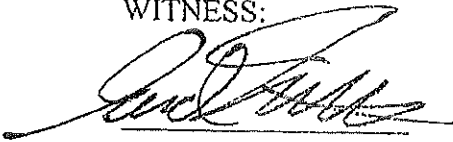


GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

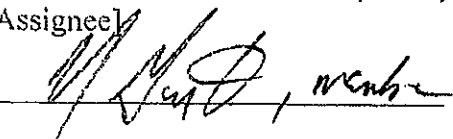
By: 
Name: Sanjay Gupta
Title: Managing Member

WITNESS:

GAURI SHANKAR FLAGSHIP, LLC, LLC [Assignee]

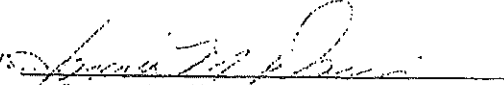


GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

By: 
Name: Neeraj, Managing Member
Title: Neeraj, Managing Member

ACKNOWLEDGED BY AND CONSENTED TO as of the date first set forth above by:

THE CITY OF BAYONNE

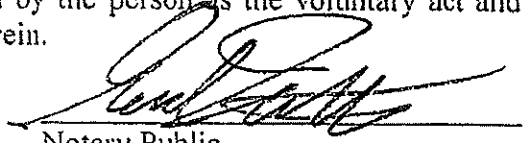
By: 
Name: James M. Davis
Title: Mayor

STATE OF NEW JERSEY :
 :
 COUNTY OF HUDSON : SS

I CERTIFY that on January 10, 2020, Sanjay Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is a Managing Member of Mahalaxmi Bayonne Urban Renewal, LLC. and who executed as such officer the foregoing instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company, the assignor in this instrument;

(b) this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein.



Notary Public

Print Name

My commission

GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2446211
My Commission Expires 1/18/2022

**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND
SALE AGREEMENT AND FINANCIAL AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT(this "Assignment Agreement") is dated the 7th day of May, 2019, by and between **MAHALAXMI BAYONNE URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignor"); and **MALAKSHMI GOLDSBOROUGH, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignee").

WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the "**Redevelopment Agreement**"), governing the redevelopment and sale of Lot 1.08 in Block 751 (formerly a part of Block 751, Lot 1.01) on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the "**Property**"); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor's right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property, and all of Assignor's rights and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes (i) all of Assignor's rights and obligations as "Redeveloper" under the Redevelopment Agreement with respect to the Property, and agrees to be subject to all the Covenants and Restrictions to which the "Redeveloper" is subject to under the Redevelopment Agreement; and (ii) all of Assignors rights and obligations under the Financial Agreement with respect to the Property.
3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.
4. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof, and


supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Assignment Agreement may only be amended by a written instrument executed by both Assignor and Assignee.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

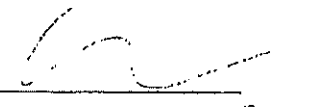


MAHALAXMI BAYONNE ~~URBAN~~
~~RENEWAL~~, LLC [Assignor]

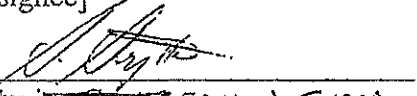
A.G.
x
[Signature]
5/13

By: 
Name: Sanjay Gupta
Title: Managing Member

WITNESS:

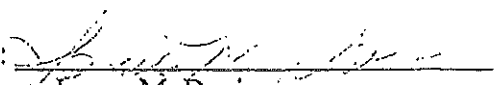


MALAKSHMI GOLDSBOROUGH,
LLC [Assignee]

By: 
Name: ~~Sanjay Gupta~~ SACHIN GUPTA
Title: Managing Member
x [Signature]

ACKNOWLEDGED BY AND CONSENTED TO
as of the date first set forth above by:

THE CITY OF BAYONNE

By: 
Name: James M. Davis
Title: Mayor

**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND
SALE AGREEMENT AND FINANCIAL AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”) is dated the 0th day of January, 2020, by and between **MAHALAXMI BAYONNE URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the “Assignor”); and **JAI MA BAYONNE, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the “Assignee”).

WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the “Redevelopment Agreement”), governing the redevelopment and sale of Lot 1.09 in Block 751 on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the “Property”); and

WHEREAS, by way of Ordinance 17-57 (the “Ordinance”), and pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the City of Bayonne approved a tax exemption on the Property and authorized the execution of a financial agreement with Assignor (the “Financial Agreement”); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor’s right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement and approvals with respect to the Property, and all of Assignor’s rights and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes (i) all of Assignor’s rights and obligations as “Redeveloper” under the Redevelopment Agreement with respect to the Property, and agrees to be subject to all the Covenants and Restrictions to which the “Redeveloper” is subject to under the Redevelopment Agreement; and (ii) all of Assignors rights and obligations under the Financial Agreement with respect to the Property.

3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.

4. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Assignment Agreement may only be amended by a written instrument executed by both Assignor and Assignee.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

[Handwritten Signature]

GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

MAHALAXMI BAYONNE URBAN RENEWAL, LLC [Assignor]

By: *[Handwritten Signature]*

Name: Sanjay Gupta
Title: Managing Member

WITNESS:

[Handwritten Signature]

GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

JAI MA BAYONNE, LLC [Assignee]

By: *[Handwritten Signature]*, member

Name: Sachin Gupta
Title: Managing Member

WITNESS:

[Handwritten Signature]

GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

JAI MA BAYONNE, LLC [Assignee]

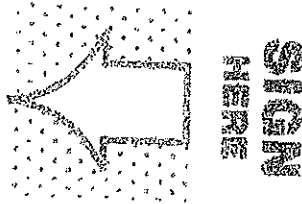
By: *[Handwritten Signature]*, member

Name: Neeraj Gupta
Title: Managing Member

ACKNOWLEDGED BY AND CONSENTED TO as of the date first set forth above by:

THE CITY OF BAYONNE

By: *[Handwritten Signature]*
Name: James M. Davis
Title: Mayor



**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND
SALE AGREEMENT AND FINANCIAL AGREEMENT**

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WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the "Redevelopment Agreement"), governing the redevelopment and sale of Lot 1.10 in Block 751 (formerly a part of Block 751, Lot 1.01) on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the "Property"); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor's right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

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3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.
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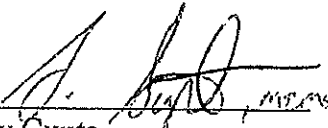
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WITNESS:




David M. Pepe

MAHALAXMI BAYONNE, LLC
[Assignor]

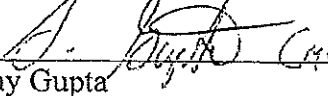
By: 
Name: Sanjay Gupta
Title: Managing Member

WITNESS:



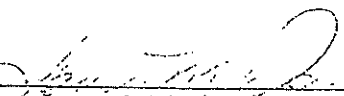
David M. Pepe

AMBA PARSKIDE, LLC [Assignee]

By: 
Name: Sanjay Gupta
Title: Managing Member

ACKNOWLEDGED BY AND CONSENTED TO
as of the date first set forth above by:

THE CITY OF BAYONNE

By: 

Name: James M. Davis
Title: Mayor

ASSIGNMENT AND ASSUMPTION AGREEMENT

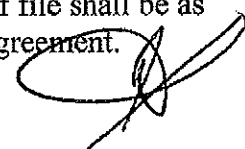
THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is dated the 14 day of September 2020 by and between **Sanjay Gupta** having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignor"); and **Neeraj Gupta** at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignee").

WITNESSETH

WHEREAS, Assignor has an ownership interest in an entity called Amba Parkside, LLC. ("Entity"). Assignor desires to minimize its involvement in the management and business affairs of Entity as well as minimize any capital contributions that it must make for the business purposes of the Entity. The Entity will require management time and capital to be dedicated to carry on its business affairs and Assignor is not interested in devoting additional resources to the Entity and wishes that the Assignee take on such duties, responsibilities and capital contributions.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Entity, and all of Assignor's rights, income and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes all of Assignor's rights and obligations with respect to the Entity including without limitation any of the Entity's loans, debts and obligations.
3. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof.
4. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.



IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

V. Gupta

ASSIGNOR

By: [Signature]
Name: Sanjay Gupta

WITNESS:

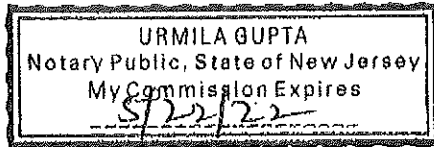
V. Gupta

ASSIGNEE

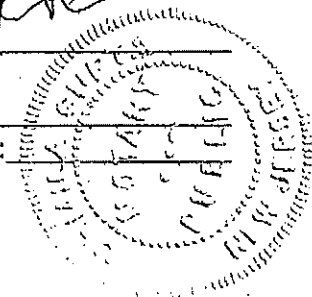
By: [Signature]
Name: Neeraj Gupta

STATE OF NEW JERSEY :
: SS
COUNTY OF HUDSON :

I CERTIFY that on 9/14/20, Sanjay Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein;

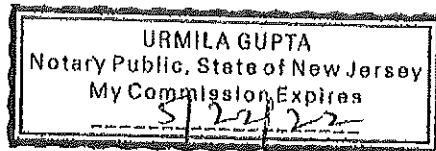


[Signature]
Notary Public
Print Name: _____
My commission expires: _____

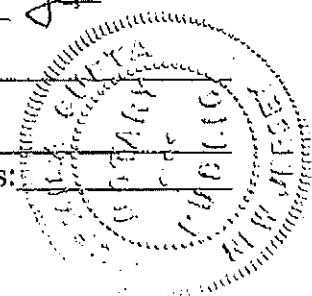


STATE OF NEW JERSEY :
: SS
COUNTY OF HUDSON :

I CERTIFY that on 9/14/20, Neeraj Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein;



[Signature]
Notary Public
Print Name: _____
My commission expires: _____



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is dated the ^{5th} day of MARCH 2022, by and between **Amba Parkside, LLC** having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignor"); and **Ma Vasundhara Niwas, LLC** at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignee").

WITNESSETH

WHEREAS, Assignor **Amba Parkside, LLC** is the owner of certain real property known as Block 751, Lot 1.10 in the City of Bayonne, County of Hudson, State of New Jersey ("Property")

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Property, and all of Assignor's rights under any Redevelopment Plan, Redevelopment Agreement, General Development Plan, financial agreements, PILOTs, tax abatement agreements and/or any other relevant agreements and/or property rights and/or approvals that Assignor has and all income and obligations thereunder.
2. Effective immediately Assignee hereby assumes all of Assignor's right, title and interest in the Property, and all of Assignor's rights under any Redevelopment Plan, Redevelopment Agreement, General Development Plan, financial agreements, PILOTs, tax abatement agreements and/or any other relevant agreements and/or property rights and/or approvals that Assignor has and all income and obligations thereunder.
3. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof.
4. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

V. Gupta

ASSIGNOR
AMBA PARKSIDE, LLC

By: N. Gupta, member
Name: Neeraj Gupta, Managing Member

WITNESS:

V. Gupta

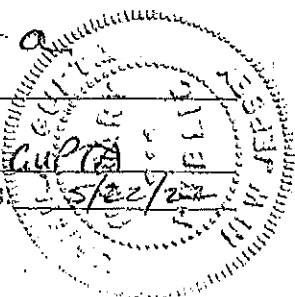
ASSIGNEE
MA VASUNDHARA NIWAS, LLC

By: N. Gupta, member
Name: Neeraj Gupta, Managing Member

STATE OF NEW JERSEY :
 :
 : SS
COUNTY OF HUDSON :

I CERTIFY that on MARCH 15 2022, Neeraj Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein;

N. Gupta
Notary Public
Print Name: URMILA GUPTA
My commission expires: 5/22/22



January 20 2019

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND SALE AGREEMENT AND FINANCIAL AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is dated the 2 day of November, 2019; by and between MAHALAXMI BAYONNE, LLC, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignor"); and Neeraj Gupta, and related entities at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the "Assignee").

WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the "Redevelopment Agreement"), governing the redevelopment and sale of Lot 1.06, Lot 1.07, Lot 1.09 in Block 751 (all lots formerly a part of Block 751, Lot 1.01, which was formerly part of Block 751, Lot 1) on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the "Property"); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor's right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property, and all of Assignor's rights and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes (i) all of Assignor's rights and obligations as "Redeveloper" under the Redevelopment Agreement with respect to the Property, and agrees to be subject to all the Covenants and Restrictions to which the "Redeveloper" is subject to under the Redevelopment Agreement; and (ii) all of Assignor's rights and obligations under the Financial Agreement with respect to the Property.
3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.
4. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or

and approves
AG

written, among the parties hereto as to the subject matter hereof. This Assignment Agreement may only be amended by a written instrument executed by both Assignor and Assignee.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.

WITNESS:

V. Gupta

MAHALAXMI BAYONNE, LLC
[Assignor]

By: [Signature]
Name: Sanjay Gupta
Title: Managing Member

WITNESS:

V. Gupta

Neeraj Gupta [Assignee]

By: [Signature]

STATE OF NEW JERSEY :
: SS
COUNTY OF HUDSON :

I CERTIFY that on ^{January 2, 2020} November , 2019, Sanjay Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is a Managing Member of Mahalaxmi Bayonne, LLC, and who executed as such officer the foregoing instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company, the assignor in this instrument;

(b) this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein;

[Signature]
Notary Public. SACHIN GUPTA ESQ.
Print Name: A 774-AT-LAW - STATE OF NJ
My commission expires: _____

**ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AND PURCHASE AND
SALE AGREEMENT AND FINANCIAL AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”) is dated the 10th day of January, 2020, by and between **MAHALAXMI BAYONNE URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the “Assignor”); and **OM VAISHNAVI GOLD, LLC**, a New Jersey limited liability company having an office at 2449 Kennedy Blvd., Jersey City, New Jersey 07304 (the “Assignee”).

WITNESSETH

WHEREAS, by way of Resolution 16-12-14-79 passed on December 14, 2016, the City of Bayonne authorized the execution of a redevelopment agreement with Assignor, as amended (the “Redevelopment Agreement”), governing the redevelopment and sale of Lot 1.12 in Block 751 (formerly a part of Block 751, Lot 1.05) on the tax map of the City of Bayonne, County of Hudson, State of New Jersey, located at Goldsborough Drive (the “Property”); and

WHEREAS, by way of Ordinance 17-57 (the “Ordinance”), and pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, the City of Bayonne approved a tax exemption on the Property and authorized the execution of a financial agreement with Assignor (the “Financial Agreement”); and

WHEREAS, Pursuant to Section 8.01 of the Redevelopment Agreement and the rights set forth in the Ordinance, Assignor desires to assign to Assignee, and Assignee desires to assume, Assignor’s right, title, and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement with respect to the Property as further set forth herein.

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed between the parties as follows:

1. Effective immediately Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in the Redevelopment Agreement, the Ordinance and the Financial Agreement and approvals with respect to the Property, and all of Assignor’s rights and obligations thereunder (including but not limited to all right, title and interest in or to all deposits, escrows, and related agreements of any nature).
2. Effective immediately Assignee hereby assumes (i) all of Assignor’s rights and obligations as “Redeveloper” under the Redevelopment Agreement with respect to the Property, and agrees to be subject to all the Covenants and Restrictions to which the “Redeveloper” is subject to under the Redevelopment Agreement; and (ii) all of Assignors rights and obligations under the Financial Agreement with respect to the Property.

3. The Redevelopment Agreement hereby remains in full force and effect, subject to the terms of this Assignment Agreement.


4. This Assignment Agreement shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, personal representatives, administrators, successors and permitted assigns. This Assignment Agreement represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Assignment Agreement may only be amended by a written instrument executed by both Assignor and Assignee.

5. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile or pdf file shall be as effective as delivery of a manually executed signature page to this Assignment Agreement.

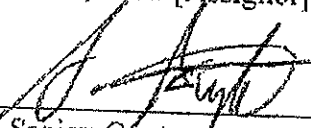
[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first set forth above.


WITNESS:


GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/16/2022

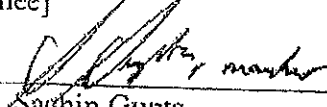
MAHALAXMI BAYONNE URBAN
RENEWAL, LLC [Assignor]

By: 
Name: Sanjay Gupta
Title: Managing Member

WITNESS:

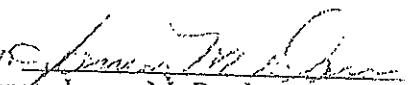

GERARD M. NICOLETTE
NOTARY PUBLIC OF NEW JERSEY
Commission # 2416211
My Commission Expires 1/16/2022

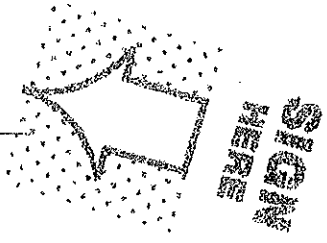
OM VAISHNAVI GOLD, LLC
[Assignee]

By: 
Name: Sachin Gupta
Title: Managing Member

ACKNOWLEDGED BY AND CONSENTED TO
as of the date first set forth above by:

THE CITY OF BAYONNE

By: 
Name: James M. Davis
Title: Mayor



STATE OF NEW JERSEY

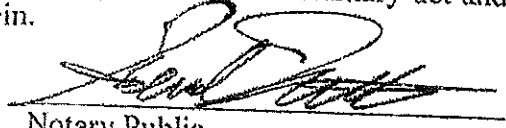
COUNTY OF HUDSON

SS

I CERTIFY that on January 10, 2020, Sanjay Gupta personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is a Managing Member of Mahalaxmi Bayonne Urban Renewal, LLC, and who executed as such officer the foregoing instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company, the assignor in this instrument;

(b) this instrument was signed and delivered by the person as the voluntary act and deed of the Assignor for the uses and purposes stated herein.



Notary Public

Print Name

DOMINIQUE COLETTE
NOTARY PUBLIC NEW JERSEY
Commission # 2416211
My Commission Expires 1/18/2022

My commission