

## Covering Letter

[●] 2026

**1. Simla House Co-Operative Housing Society Limited**

51/B, Laxmibai Jagmohandas Marg,  
Malabar Hill, Mumbai- 400026

**2. Keystone Realtors Limited**

702, Natraj, M.V Road Junction,  
Western Express Highway,  
Andheri (East), Mumbai – 400 069

- Re:** (i) Redevelopment of all those pieces and parcels of land, being a part of the larger land bearing cadastral Survey No. 442,443 and 444 of Malabar and Cumballa Hill Division, and identified as Plot ‘B’, admeasuring 11,850 square yards equivalent to 9,908.14 square meters, or thereabouts (as per the Indenture dated May 2, 1972) and admeasuring 9,371.70 square meters or thereabouts and bearing Cadastral Survey No. 444 (part) (as per physical site verification) (“**Land**”) together with 5 (five) buildings standing thereon (“**Existing Buildings**”), situate, lying and being at 51/B Laxmibai Jagmohandas Marg, Mumbai- 400026. The said Land and said Existing Buildings are collectively referred to as “**Property**”.
- (ii) Letter of Intent dated 19th May 2025 (“**Letter of Intent**”) issued by Simla House Co-operative Housing Society Limited (“**Society**”) in favour of Keystone Realtors Limited (“**Developer**”) in respect of the proposed redevelopment of the Property. The Developer and the Society are hereinafter collectively referred to as “**Parties**”.

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1. We have duly negotiated, finalised and initialled the drafts of the (i) Development Agreement; (ii) Power of Attorney; (iii) Side Letter; (iv) Members Agreement and (v) Permanent Alternate Accommodation Agreement (hereinafter collectively referred to as “**Transaction Documents**”) and have duly handed over the same to

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the Escrow Agent simultaneously with the execution hereof under a separate escrow letter executed between the Parties and the Escrow Agent.

2. It has been agreed between the Parties that Annexure [●], [●] and [●] to the Development Agreement have not been prepared and finalised as on the date are tentative and that the same shall be prepared and finalised prior to the registration of the Development Agreement with mutual consent of both the parties and subject to approval of the Society. It is also agreed that Annexure [●] (pertaining to the Internal Amenities) and Annexure [●] (pertaining to the Common Areas and Facilities) shall be subject to minor changes in accordance with the plans and designs of the New Buildings and the constraints, if any pursuant to the same.
3. It is hereby expressly agreed between the Society and the Developer that the drafts of the Transaction Documents shall not undergo any further revisions/modifications save and except revisions and modifications pertaining to reference of Regulation No. 33 (9) of DCPR 2034 .

### **For Simla House Co-operative Housing Society Limited**

\_\_\_\_\_  
(Chairman)

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(Treasurer)

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(Secretary)

### **For Keystone Realtors Limited**

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(Authorized Signatory)