

[●] 2026

1. **Keystone Realtors Limited**
702, Natraj, M.V Road Junction,
Western Express Highway,
Andheri (East), Mumbai – 400069. ... **Developer**

2. **Simla House Co-operative Housing Society Limited**
51/B, Laxmibai Jagmohandas Marg,
Malabar Hill, Mumbai 400026. ... **Society**

Dear Sirs,

Re: Redevelopment of all that piece and parcel of land being a part of larger land bearing Cadastral Survey Nos. 442, 443 and 444 of Malabar and Cumballa Hill Division (“Larger Land”) and identified as Plot ‘B’ admeasuring 11,850 square yards equivalent to 9,908.14 square meters or thereabouts (as per the Indenture dated 2nd May 1972) and admeasuring 9,371.70 square meters or thereabouts and situated on Cadastral Survey No. 444 (Part) (as per physical site verification) (“Land”) together with 5 (five) buildings (“Existing Building/s”) standing thereon, each consisting of ground plus 6 (six) upper floors, situate, lying and being at 51/B Laxmibai Jagmohandas Marg, Mumbai – 400026. The said Land and the said Existing Building/s are hereinafter collectively referred to as Property.

1. Prior to the execution hereof, this letter was placed before the Special General Body Meeting of the Society held on [●] and after detailed discussion the same was approved by the majority of the Existing Members vide a resolution passed at Special General Body Meeting dated [●], a copy whereof is annexed hereto as **ANNEXURE ‘A’**.

2. The Society has represented to the Developer the following:

- (i) a portion of the Land admeasuring 788.90 square meters is encroached upon by 12 (Twelve) slum dwellers/encroachers and is shown shaded with yellow color in the plan annexed hereto as ANNEXURE 'B' hereto.
 - (ii) Society is claiming rights in the land bearing Cadastral Survey No. 443 admeasuring 895.49 square meters, which land is being used as a private passage, and a portion of such private passage is encroached upon by 13 (Thirteen) slum dwellers/encroachers and the same is marked in blue colour in the plan annexed hereto as ANNEXURE 'B'.
3. By and under an Agreement for Grant of Right of Way dated 16th April 2025, executed by and between the Society and one Acerock Construction LLP, the Society has granted a right of way to Acerock Construction LLP over the Right of Way Land (as defined therein) in aggregate admeasuring 1,690 (one thousand six hundred and ninety) square meters and as more particularly described therein and Acerock Construction LLP has agreed to remove the encroachment from the Right of Way Land, in the manner and on the terms as set-out therein. The Society is aware that the aforesaid Right of Way Land from which the encroachments are to be removed by Acerock Construction LLP includes/-overlaps with the portion on which 5 (five) tenements are located on a portion of land as shown washed in Orange Colour in the plan annexed to the LOI dated 19th May 2025 executed between the Society and the Developer) ("**the said Five Tenements**") and which are required to be cleared as per Clause 6 (c) of the LOI. In view of the same, it is now agreed that the said Five Tenements shall be removed by Acerock Construction LLP pursuant to the Agreement for Grant of Right of Way dated 16th April 2025, and if Acerock fails to vacate the said Five Tenements, thereafter, the Developer shall at its own ~~cost~~costs, risk and ~~responsibility~~expenses, cause the clearing and removal of the said Five Tenements ~~in compliance with applicable laws and shall keep the Society fully indemnified and harmless from and against any claims, losses, damages, costs or liabilities arising therefrom~~, and all incentives and benefits accruing as a consequence of removal of said Five Tenements, if any, shall exclusively belong to the Developer and the Developer shall be entitled to deal with the same in the manner it deems fit and necessary. It is clarified that in case the Developer is to cause the clearing and removal of the said Five Tenements

as stated above, the Society shall not in any manner be liable and/or responsible for any act, omission, ~~of the Developer and/or~~ dispute or consequence arising out of or in connection with ~~such removal undertaken by the Developer..~~ ~~[This to be discussed, whether to take a separate side letter for this. Obligation of the Developer to perform this is CP for registration of DA]~~the same.

4. ~~The Developer, on its own accord, shall construct and cause realignment of an access road from the main entrance of the Land to the nearest DP Road known as Naoroji Prijosha Godrej Road with a minimum 12 (twelve) meters of width (shown bounded in [●] and marked '[●]' in the plan annexed hereto and marked as **ANNEXURE "[●]"**)~~ ~~[This to be discussed, whether to take a separate side letter for this. Obligation of the Developer to perform this is CP for registration of DA]~~.

5. ~~The Developer shall undertake the redevelopment of the Property strictly in accordance with the bar chart set out in the Schedule hereto ("**Bar Chart**") and adhere to the timelines and milestones specified therein. The Developer shall provide periodic progress updates to the Society evidencing adherence to the Bar Chart and in the event of any anticipated delay in achieving any milestone, promptly notify the Society with reasons and proposed mitigation steps. Any deviation from the Bar Chart (other than on account of a Force Majeure Event) shall be intimated to the Society in advance along with a revised timeline.~~

Yours Truly,

For Simla House Co-Operative Housing Society Limited

Chairman
Ms. [●]

Secretary
Mr. [●]

Treasurer
Mr. [●]

For Keystone Realtors Limited

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(Authorized Signatory)

Mr. /Ms. [●]

