

Indenture Of Conveyance Cum Deemed Assignment

Dated 7th February, 2023

Between : Shree Ram Urban Infrastructure Limited

And

Kalpataru Properties Private Limited

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GRN: MH011580078202223P
 Dt 02/02/2022
 Dated Dt 02/02/2022

मुद्रांक : अधिकारी मुंबई/ अंकन १ / अमल २ / यांचेकडून
 प्राप्त : अधिनियमित एस.एस.एस. " २३७ / ०२ / २०२३
 रोजीच्या : नवीन मोबल प्राप्त झालेल्या दस्तावी आंतरजमा करण्यात
 आली असून ते कोरर असल्याने यातबुन आले आहे.

CRT No: 71/2023
 Certificate of the ST(7) (b) of the Bombay
 Stamp Act, 1958.

सह-मुख्य निबंधक
 मुंबई शहर क्र. ५

Office of the
 Collector of Stamp
 Case No. Adj
 Date

Received from Shri. K. P. ...
 adding at ...
 stamp duty of Rs. (500) Five Hundred only
 The Challan No. ... Dated ...
 Certified under Section 32(1) (b) of the
 Bombay Stamp Act, 1958 that the full duty
 of Rs. 500 Five Hundred only
 with which this instrument is chargeable has
 been paid vide article No. 5004
 of schedule.

This certificate is subject to the provisions
 of section 53-A of Bombay Stamp Act, 1958

Collector of Stamp
 06/02/2023 6/2/2023



बबई - ५	
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INDENTURE

THIS INDENTURE made at Mumbai this 7th day of February, 2023.

BETWEEN

SHREE RAM URBAN INFRASTRUCTURE LIMITED (formerly known as Shree Ram Mills Limited) ("SRUIL"), a Company presently governed under the provisions of the Companies Act, 2013, and having its Registered Office at Shree Ram Mills Premises, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 (presently under Corporate Insolvency Resolution Process), and herein represented by Resolution Professional appointed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT") by its order dated 22nd December, 2022 and authorized to execute these presents by the Hon'ble National Company Law



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Tribunal, Mumbai Bench, by and under its Order dated 8th October 2021 in Interim Application No. 1921 of 2021 in C.P. (IB) No. 494/MB/2019 and confirmed by the Order dated 14th November 2022 passed by Hon'ble Supreme Court of India in Civil Appeal No. 7050 of 2022, hereinafter referred to as "the Vendor" / "SRUIL" (which expressions shall, unless the same be repugnant to the context or meaning thereof, be deemed to mean and include the said Vendor/SRUIL and its successors and assigns) of the One Part,

AND

KALPATARU PROPERTIES PRIVATE LIMITED (formerly known as Kalpataru Construction Overseas Private Limited), also an existing company under the provisions of the Companies Act, 2013, and having its Registered Office at 101, Kalpataru Synergy, Opp. Grand Hyatt, Vakola, Santacruz (East), Mumbai 400 055, hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser and its successors and assigns) of the Other Part.

The Vendor under these presents shall mean and include Shree Ram Mills Limited (SRML) and/or Shree Ram Urban Infrastructure Limited as may be applicable.

WHEREAS:-

I(A). By various deeds, documents, writings and acts in law, as set out and recorded in **Annexure 'A'** hereto, the Vendor became absolutely seized and possessed of or otherwise well and sufficiently entitled to all those twelve contiguous pieces or parcels of land or ground, partly freehold and partly Municipal leasehold for terms in perpetuity or terms of 999 years, then ascertained to be admeasuring in aggregate about 68,504.60 square metres, then bearing Cadastral Survey Nos. 288 (Part), 289, 309, 310, 1/1539, 1/1540, 2/1540, 3/1540, 1547, 1548, 1549 and 1550, all of Lower Parel Division, together with several buildings and structures standing thereon, and more particularly described in the **First Schedule** hereunder written and delineated in thick black colour boundary line on the plan thereof hereto annexed as **Annexure 'B'** (hereinafter referred to as "the Larger Property");

I(B). In the sanctioned Development Plan of 1991 for "G" (South) Ward of the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), certain portions of the Larger Property, excluding the Subdivided Plot No. 5A, are affected by certain reservations and also by provisions of Development Control Regulation No. 58, which portions the Vendor has handed over or agreed to hand over to the concerned authorities or has agreed to develop the same, and has agreed to comply with all its obligations connected therewith in accordance with law to ensure that the same does not affect the transfer or development of the Subdivided Plot No. 5A;

II. The name of the Vendor was changed from Shree Ram Mills Limited to Shree Ram Urban Infrastructure Limited as evidenced by the Fresh Certificate of

Incorporation Consequent Upon Change of Name dated 20th March, 2007 issued by the office of the Registrar of Companies, Maharashtra, Mumbai, a copy whereof is annexed hereto and marked as **Annexure 'C'**. The name of the Purchaser was changed from Kalpataru Construction Overseas Private Limited to Kalpataru Properties Private Limited as evidenced by the Fresh Certificate of Incorporation Consequent Upon Change of Name dated 6th June, 2006 issued by the office of the Registrar of Companies, Maharashtra, Mumbai, a copy whereof is annexed hereto and marked as **Annexure 'D'**;

III. By and under a Memorandum of Understanding dated 28th June 2004 (hereinafter referred to as the "MOU") executed between the Vendor and the Purchaser along with Vijay Infrastructure Technologies Private Limited ("VIT"), read with the Addendum dated 10th December, 2004 (hereinafter referred to as "Addendum"), the Vendor with the consent and concurrence of VIT agreed to grant, convey and/or assign to the Purchaser, free from all encumbrances and claims, and with clear and marketable title, and clear, vacant and peaceful possession, a plot admeasuring 20,955.40 square metres as described in the Second Schedule thereunder written from and out of the Larger Property as described in the First Schedule thereunder written, for the consideration and on the other terms and conditions therein recorded. The MOU and the Addendum were adjudicated by the Office of the Collector of Stamps Mumbai and the Purchaser paid the adjudicated ad-valorem stamp duty thereon to the Collector on 18th May, 2006 and the Certificate to that effect was endorsed on the MOU. The Purchaser executed a Declaration dated 30th June, 2006 to which the adjudicated MOU and Addendum were annexed. The said Declaration was registered with the Sub Registrar of Assurances at Bombay under Serial No. BBL-2/6396/2006 on 1st July, 2006. A copy of the said Declaration dated 30th June, 2006 (along with copies of the MOU and Addendum annexed thereto) is hereto annexed and marked as **Annexure 'E'**. The MOU and the Addendum are hereinafter collectively referred to as the "Agreement". The plot of land which is the subject matter of the sale, transfer and assignment under the Agreement, is hereinafter referred to as "the Subdivided Plot No. 5A" as mentioned hereinafter and more particularly described in the Second Schedule hereunder written and shown surrounded by blue coloured boundary line on the plan annexed hereto as **Annexure 'B'**;

IV. In the last sanctioned layout no. EB/2572/45 dated 24th May, 2005, the Subdivided Plot No. 5A admeasures 20,955.40 square meters. The subdivision of the said Larger Property has been duly mutated in the records of the Office of the Superintendent of Land Records, and accordingly the Subdivided Plot No. 5A has been given Cadastral Survey Number 1/289 of Lower Parel Division, and the same is shown to admeasure 20,955.50 square metres, out of which an area of 2016.34 square metres is shown to be Municipal land and the balance area of 18,939.16 square metres is shown to be L.T.A. (i.e. Land Tenure Abolished). The Subdivided Plot No. 5A has been assigned New Cadastral Survey No. 1/289 of Lower Parel Division and the same admeasures 20,955.50 square meters out of which 18,939.16 square meters is freehold land and 2,016.34 square meters is Municipal leasehold land. Copy of the Extract from the Survey Register for the Town and Island of Bombay in respect of



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Cadastral Survey No. 1/289 of Lower Parel Division is annexed hereto as Annexure 'F';

V. Disputes and differences had arisen between the Purchaser on the one hand and the Vendor and VIT on the other hand, and pursuant thereto the Purchaser invoked arbitration for specific performance of the Agreement, and thereafter various legal proceedings were initiated by the Purchaser on the one hand and the Vendor and VIT on the other hand against each other, before the arbitral tribunal, and in the Hon'ble Bombay High Court, National Company Law Tribunal, Mumbai Bench ("NCLT"), National Company Law Appellate Tribunal, New Delhi ("NCLAT") and the Hon'ble Supreme Court of India;

VI. During the hearing of the Arbitration Petition (L) No. 78 of 2005 in the Hon'ble High Court at Bombay, the Vendor and VIT through their Counsel inter alia made a statement on 16th February, 2005 before His Lordship the Hon'ble Mr. Justice D.K. Deshmukh that the Agreement between the Vendor and VIT dated 27th June, 1996 pertaining to Plot No. 5A (now Subdivided Plot No. 5A) has been cancelled pursuant to the Deed of Cancellation dated 21st December, 2004, and VIT has no right, title, interest or claim of any nature whatsoever in the said Plot No. 5A (now Subdivided Plot No. 5A), and the said statement was accepted by the Hon'ble Court. A copy of the certified copy of the Order dated 16th February, 2005 along with the statement of the Vendor annexed thereto, is hereto annexed as Annexure 'G';

VII. The Arbitral Tribunal passed an Award dated 29th August, 2016 ("Award") granting specific performance of the Agreement. A copy of the operative part of the Award is annexed hereto as Annexure 'H'. The Award was challenged before various judicial fora, however, the same has been upheld by all such judicial fora including the Hon'ble Supreme Court of India. Copies of relevant orders passed by various judicial fora are annexed hereto as Annexure 'I' Collectively;

VIII. The Official Liquidator of the Hon'ble Bombay High Court was appointed as the Provisional Liquidator of SRUIL by and under an Order dated 24th August 2017 and an Order dated 5th October 2016, both passed in a Winding Up Petition being Company Petition No. 1066 of 2015 filed by Action Barter Pvt. Ltd. being one of the creditors of SRUIL, in the Hon'ble Bombay High Court;

IX. The Purchaser filed Interim Application No. 1921 of 2021 in C.P. (IB) No. 494/MB/2015 before the NCLT and by an Order dated 8th October 2021 the NCLT, authorized the RP to execute and sign the conveyance deed and other required documents. A copy of the said Order dated 8th October 2021 is hereto annexed and marked as Annexure 'J';

X. The Hon'ble Bombay High Court vide its Order dated 2nd May 2022, passed inter alia in Interim Application (L) No. 29292 of 2021 in Company Petition No. 1066 of 2015, directed the Official Liquidator of SRUIL, to handover the assets and records of SRUIL to the Resolution Professional ("RP") upon compliance by Honest Shelters Private Limited and the Official Liquidator of certain directions mentioned therein;



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XI. Pending various protective orders of various judicial fora in favour of the Purchaser, the Hon'ble Supreme Court of India by its order dated 14th November 2022 in Civil Appeal No. 7050 of 2022 and connected matters, *inter alia*, directed RP to execute the sale deed in respect of the Subdivided Plot No. 5A in favour of the Purchaser on the terms therein mentioned. The NCLT by its Order dated 22nd December, 2022 appointed Mr. Pankaj Ramandas Majithia as the RP of SRUIL, and he is executing this Deed for and on behalf of the Vendor in terms of the aforesaid Orders passed by the NCLT and the Hon'ble Supreme Court of India in his capacity as Resolution Professional. Copies of the Order dated 14th November 2022 and Order dated 22nd December 2022 are annexed hereto and marked as Annexure 'K' and Annexure 'L' respectively;

XII. Accordingly, prior to execution hereof, the Purchaser deposited with the Vendor the balance consideration sum of Rs. 75,30,00,000/- (Rupees Seventy Five Crores Thirty Lakhs Only) (inclusive of TDS of Rs. 1,05,30,000/-) in terms of the Supreme Court Order dated 14th November 2022 mentioned hereinabove, aggregating Rs. 105,30,00,000/- including earlier payment of Rs. 30,00,00,000/-;

XIII. The Hon'ble Bombay High Court vide its Order dated 1st February 2023 in IA (L) No. 36348 of 2022 in Company Petition No. 1066 of 2015 *inter alia* observed that the parties are not at issue that the Purchaser is entitled to access Plot No. 5A as it is a locked property and pending consideration of the aspect of the ownership over the land through which the access passes, it would be expedient to direct the Official Liquidator to handover documents of title and possession of Plot No. 5A to the Resolution Professional to execute necessary instruments in terms of the Award and Memorandum of Understanding of which the Award directed specific performance. A copy of the Order dated 1st February 2023 duly authenticated by the Associate of the Hon'ble High Court is annexed hereto as Annexure 'M'. In compliance of the aforesaid Order, the Official Liquidator has duly handed over to the Resolution Professional in the presence of the representatives of the parties as recorded in the Minutes dated 4th February 2023, possession of the Subdivided Plot No. 5A on 4th February 2023 with access to the Subdivided Plot No. 5A through the three (3) common accesses. A copy of the Minutes dated 4th February 2023 (without the annexures thereto) is annexed hereto as Annexure 'N';

XIV. The Purchaser has thus, prior to execution hereof, paid to the Vendor an aggregate sum of Rs. 105,30,00,000/- (Rupees One Hundred and Five Crores and Thirty Lakhs Only) (inclusive of TDS) (including an aggregate sum of Rs. 30,00,00,000/- paid on or before execution of the Addendum, as recorded therein), being the full and final agreed consideration payable under these presents;

XV. The Vendor through the Resolution Professional is executing this indenture conveying and transferring the Subdivided Plot No. 5A with access through the three (3) common accesses as provided in the above recited Order dated 1st February 2023 and said Minutes dated 4th February 2023 (Annexures 'M' and 'N' hereto);



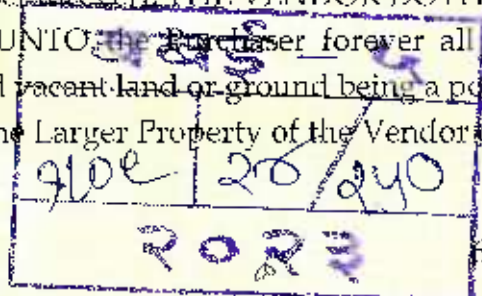
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XVI. The Purchaser has now requested the Vendor, and the Vendor has agreed: (a) to grant, convey and assign to the Purchaser, by way of an absolute sale, all its right, title, interest and benefits in respect of the freehold portion of the said Subdivided Plot No. 5A, more particularly described Firstly in the Second Schedule hereunder written, and, (b) to assign the leasehold portion of the said Subdivided Plot No. 5A, more particularly described Secondly in the Second Schedule hereunder written; with a clear and marketable title thereto, free from all encumbrances, claims and doubts, at or for the total consideration of Rs. 105,30,00,000/- (Rupees One Hundred and Five Crores and Thirty Lakhs Only), and on the other terms, conditions and covenants herein contained, in terms of the Hon'ble Supreme Court's Order dated 14th November 2022 and as per the terms of the Award;

XVII. Under the Agreement, the Vendor has agreed and undertaken to apply for and obtain from the Estate Department of MCGM, the permissions / approvals / license *inter alia* for transfer, assignment and development of the leasehold portion of the Subdivided Plot No. 5A ("MCGM's Transfer Permission"), and upon receipt thereof to assign and transfer all its leasehold right, title and interest in respect of the leasehold portion of the Subdivided Plot No. 5A unto and in favour of the Purchaser. The Vendor has authorised the Purchaser to obtain MCGM's Transfer Permission for and on behalf of the Vendor, and at the costs of the Purchaser;

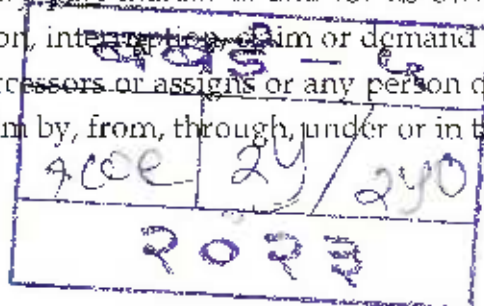
XVIII. Since the full ad-valorem stamp duty (duly adjudicated by the Collector of Stamps, Mumbai) has been paid on the Memorandum of Understanding dated 28th June 2004 read with Addendum dated 10th December 2004 annexed to the Declaration dated 30th June 2006 duly registered in the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-2/6396/2006 as mentioned in Recital III hereinabove, and that being the principal instrument, this Indenture has been affixed with applicable stamp duty.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreements recited hereinabove, including the Agreement, and in consideration of the covenants on the part of the Vendor to be performed and complied with as mentioned herein, and in further consideration of the aggregate sum of Rs. 105,30,00,000/- (Rupees One Hundred and Five Crores and Thirty Lakhs Only) inclusive of TDS as applicable) paid/deposited by the Purchaser to/with the Vendor prior to the execution of these presents, details whereof are set out in the receipt clause hereinafter, being the full and final agreed consideration payable by the Purchaser to the Vendor under these presents towards sale and assignment of the Subdivided Plot No. 5A (the payment and receipt of the aggregate sum of Rs. 105,30,00,000/- (Rupees One Hundred and Five Crores and Thirty Lakhs Only), (inclusive of TDS) the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Purchaser forever). THE VENDOR DOTH HEREBY sell, grant, convey, transfer and assure UNTO the Purchaser forever all that piece or parcel of non-agricultural freehold vacant land or ground being a portion of Subdivided Plot No. 5A from and out of the Larger Property of the Vendor described in the First Schedule hereunder



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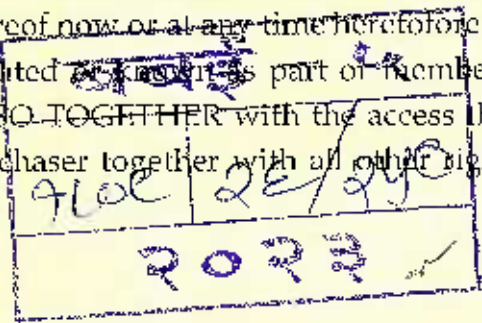
written, and which said freehold portion of Sub-divided Plot No. 5A being hereby sold, granted, conveyed, transferred and assured, admeasures 18,939.16 square metres and bears new Cadastral Survey No. 1/289 (Part) of Lower Parel Division, situate at G.M. Bhosale Marg, Ganpatrao Kadam Marg and N.G. Bansode Marg, in the City and Island and Registration District and Sub-District of Mumbai, shown hatched in orange colour lines on the plan being Annexure 'B' hereto and more particularly described Firstly in the **Second Schedule** hereunder written (hereinafter referred to as "**the said freehold property**"), TOGETHER WITH all and singular the hereditaments, premises, courts, yards, areas, ways, wells, compounds, paths, passages, waters, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said freehold property belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or be reputed or known as part or member thereof or to be appurtenant thereto AND ALSO TOGETHER with the access through the three (3) common accesses to the Purchaser together with all other rights and benefits in respect of the said access roads as are available and entitled to the Purchaser at its own cost as hereinafter mentioned AND TOGETHER WITH all the benefits and covenants in favour of the Vendor contained in all the previous title deeds in respect of the Larger Property including the Subdivided Plot No. 5A AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor in, to, out of or upon the said freehold property and every part thereof TO HAVE AND TO HOLD the said freehold property and all and singular and other the premises hereby sold, granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use and benefit of the Purchaser forever, SUBJECT to the payment of all rents, rates, taxes, assessments, land revenue, duties and other charges and sums payable in respect thereof for the period commencing from the date hereafter to the Government of Maharashtra, the Municipal Corporation of Greater Mumbai and/or any other local or public body or authority concerned (all such charges and sums, including property taxes and utility charges, for the period up to the date hereof, shall be fully paid and discharged by the Vendor) AND IT the Vendor doth hereby for itself and its successors and assigns COVENANT with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by IT the Vendor or by any person or persons lawfully or equitably claiming, by, from, through, under or in trust for it at any time heretofore, made, done, committed or omitted or knowingly suffered to the contrary IT the Vendor now has in itself good right, full power and absolute authority to sell, grant, convey, transfer and assure the said freehold property hereby sold, granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use and benefit of the Purchaser in the manner aforesaid AND that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said freehold property and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit, without any suit, lawful eviction, interruption, claim or demand whatsoever of, from or by IT the Vendor or its successors or assigns or any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it, them or any of them AND THAT



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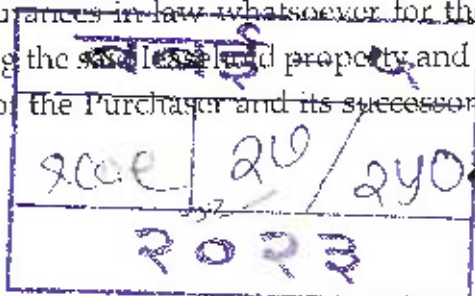
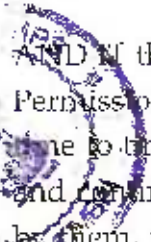
free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the Vendor or by any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it AND FURTHER that IT the Vendor and its successors and assigns and all person/s having or lawfully or equitably claiming any estate, right or interest whatsoever in the said freehold property or any part thereof by, from, through, under or in trust for the Vendor or its successors and assigns or any of them shall and will from time to time and at all times hereafter at the request of the Purchaser but at the costs of the Vendor do and execute or cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances in law whatsoever for the better and more perfectly granting and assuring the said freehold property and every part thereof unto and to the use and benefit of the Purchaser in the manner aforesaid, as by the Purchaser and all person or persons lawfully or equitably claiming by, from, through, under or in trust for the Purchaser or its successors or assigns or by its or their Counsel in law shall be required.

AND THIS INDENTURE FURTHER WITNESSETH that in further pursuance of the said agreements recited hereinabove, including the Agreement, and in consideration of the covenants on the part of the Vendor to be performed and complied with as mentioned herein, and in consideration as aforesaid, IT THE VENDOR DOTH HEREBY agree that simultaneously upon receipt of MCO's Transfer Permission, all those pieces and parcels of non-agricultural leasehold vacant land or ground, being a portion of Subdivided Plot No. 5A from and out of the larger Property of the Vendor described in the First Schedule hereunder written, and which said portion of Subdivided Plot No. 5A admeasures 2016.34 square metres, formerly bearing Cadastral Survey Nos. 1547 (Part), 1548 (Part), 1549 (Part) and 1550 (Part) Lower Parel Division and now bears new Cadastral Survey No. 1/289 (Part) of Lower Parel Division, situate at G.M. Bhosale Marg, Ganpatrao Kadam Marg and N.V. Bansode Marg, in the City & Island and Registration District and Sub-District of Mumbai, shown hatched in red colour lines on the plan being Annexure 'B' hereto and more particularly described Secondly in the Second Schedule hereunder written (hereinafter referred to as "the said leasehold property"), comprised in the said Indentures of Lease (as defined in Annexure 'A' hereto), shall automatically and ipso facto stand assigned, transferred and assured unto and in favour of the Purchaser, for the residue then unexpired of the terms respectively granted under the said Indentures of Lease (as defined in Annexure 'A' hereto) TOGETHER with all and singular the hereditaments, premises, courts, yards, areas, ways, wells, compounds, paths, passages, waters, water-courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said leasehold property belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or be reputed or known as part or member thereof or to be appurtenant thereto AND ALSO TOGETHER with the access through the three (3) common accesses to the Purchaser together with all other rights and benefits in respect of the said access



roads as are available and entitled to the Purchaser at its own cost as hereinafter mentioned AND TOGETHER WITH all the benefits and covenants in favour of the Vendor contained in all the previous title deeds in respect of the Larger Property including the Subdivided Plot No. 5A, AND all the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever both at law and in equity of the Vendor in, to, out of or upon the said leasehold property and every part thereof, AND upon grant of MCGM's Transfer Permission TO HAVE AND TO HOLD the said leasehold property with their and every of their rights, members and appurtenances UNTO and to the use and benefit of the Purchaser and its successors and assigns, for all the residue then unexpired of the said terms of Nine Hundred and Ninety Nine years, at and subject to payment of the proportionate rents respectively payable under the said Indentures of Lease (as defined in Annexure 'A' hereto) and subject to the terms, conditions and covenants contained in the said Indentures of Lease (as defined in Annexure 'A' hereto) and thenceforth on the part of the Purchaser and its successors and assigns, to be paid, performed and observed, AND FURTHER payment of all rates, taxes, assessments, land revenue, duties and other charges and sums payable in respect of the said leasehold property for the period prior to and commencing from the date hereafter to the Government of Maharashtra, the Municipal Corporation of Greater Mumbai and/or any other local or public body or authority concerned (all such charges and sums, including property taxes and utility charges, for the period up to the date hereof and hereinafter, shall be fully paid and discharged by the Purchaser).

AND if the Vendor hereby further covenants that upon grant of MCGM's Transfer Permission (a) it shall be lawful for the Purchaser and its successors and assigns from time to time and at all times thereafter peaceably and quietly to possess, enjoy, and continue to use and occupy, and deal with in any manner as may be required by them, the said leasehold property, and to receive and take the rents, issues and profits thereof and of every part thereof to and for its/their own use and benefit, without any suit, lawful eviction, interruption, claim or demand whatsoever of, from or by it the Vendor or its successors or assigns or any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it, them or any of them, (b) the Purchaser shall hold the said leasehold property free and clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended and kept harmless of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed, occasioned or suffered by the Vendor or by any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it as aforesaid, and (c) the Vendor and its successors and assigns and all and every other person or persons whosoever having or lawfully or equitably claiming any estate, right or interest whatsoever in the said leasehold property or any part thereof by, from, through, under or in trust for the Vendor or its successors or assigns or any of them shall and will from time to time and at all times thereafter upon every request of the Purchaser but at the costs of the Vendor do and execute or cause to be done and executed all such further and other lawful acts, deeds, things and assurances in law whatsoever for the better and more perfectly assuring and assigning the said leasehold property and every part thereof unto and to the use and benefit of the Purchaser and its successors and assigns in the manner aforesaid, as



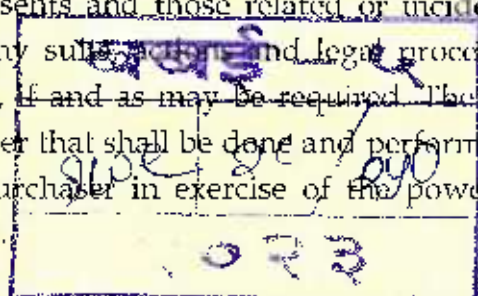
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by the Purchaser and all person or persons lawfully or equitably claiming by, from, through, under or in trust for the Purchaser or its successors or assigns or by its or their Counsel in law shall or may be required.

AND THE PURCHASER doth hereby covenant with the VENDOR that the Purchaser shall for the period commencing from the date of the MCGM's Transfer Permission and earlier thereto pay the rents respectively reserved by the said Indentures of Lease (as defined in Annexure 'A' hereto) proportionate to the said leasehold property, and shall observe, perform and comply with all the covenants, agreements and conditions therein contained and on the part of the lessee to be observed, performed and complied with, in respect of the said leasehold property described Secondly in the Second Schedule hereunder written, and will at all times thereafter keep the Vendor saved and defended against all actions, suits, proceedings, costs, damages, expenses, claims and demands whatsoever which may be incurred or sustained by the Vendor by reason of or on account of the non-payment of the said proportionate rents, or the breach, non-performance or non-observance of the said covenants, agreements and conditions or any of them by the Purchaser.

AND THE VENDOR hereby agrees that the recitals hereinabove and in Annexure 'A' hereto shall be deemed to have been incorporated in the operative part herein and the same shall be binding on and enforceable against the Vendor.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration as aforesaid, the Vendor doth hereby irrevocably nominate, constitute and appoint the Purchaser, through any of its Directors and/or its authorized representative from time to time, to be the true and lawful attorney of the Vendor, and in the name and for and on behalf of the Vendor, (i) to apply for and obtain MCGM's Transfer Permission, and for the said purpose to sign, execute and submit all necessary applications, correspondence, forms, undertakings, indemnities, declarations, affidavits and other documents and writings, and to do and perform all other necessary acts, deeds and things, (ii) upon receipt of MCGM's Transfer Permission, if the Purchaser so desires or if it is so advised, to sign, execute and get registered with the concerned Sub-Registrar of Assurances, any further deeds, documents and writings in respect of the said leasehold property, (iii) to do, execute and perform all deeds, things and matters as may be required or deemed fit by the Purchaser, in respect of and for completing the sale, assignment, transfer and development of the Subdivided Plot No. 5A, (iv) to do, execute and perform all acts, deeds, things and matters as may be required or deemed fit by the Purchaser in respect of the Vendor's Larger Property, for facilitating the sale, assignment, transfer and development of the Subdivided Plot No. 5A, and (v) for all or any of the purposes of these presents and those related or incidental thereto, to initiate, prosecute and defend any suits, actions and legal proceedings and/or to represent before any authority, if and as may be required. The Vendor hereby agrees to ratify all and whatsoever that shall be done and performed or caused to be done and performed by the Purchaser in exercise of the powers and authorities herein granted and conferred.



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AND THIS INDENTURE FURTHER WITNESSETH that in consideration as aforesaid, the Vendor doth hereby covenant with the Purchaser that upon the Vendor receiving from the Official Liquidator of SRUII and/or any other person/s, all or any of the deeds, documents and writings relating to the Larger Property as are mentioned in the **Third Schedule** hereunder written, and till the time they remain in the custody of the Vendor, the Vendor shall, unless prevented by fire, or some other inevitable accident, from time to time and at all times hereafter, upon every request and at the cost of the Purchaser or any person or persons having or lawfully or equitably claiming any estate, right, title, benefit or interest in the Subdivided Plot No. 5A or any part thereof, by, from, through, under or in trust for the Purchaser, its successors and assigns, produce or cause to be produced to it or them or to its or their agents or lawyers, all or any of the deeds, documents and writings comprised in the **Third Schedule** hereunder written, for any lawful purpose, including the purposes of, or related or incidental to, these presents and/or any documents or writings related or incidental to these presents, and the Vendor will permit the same to be examined, inspected or given in evidence, and shall in the meantime, unless prevented as aforesaid, keep the said deeds, documents and writings safe, unobliterated and un-cancelled, Provided Always, and it is hereby agreed and covenanted that, in case the Vendor or its successors or assigns shall deliver the said deeds, documents or writings, or any of them, to any other person or persons, it/they shall thereupon at its or their cost and charges procure from such person/s, a covenant similar in all respects to the covenant hereinabove contained, in favour of the Purchaser herein or its successors or assigns.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration as aforesaid and in accordance and subject to the orders of the Hon'ble Court, the Vendor doth hereby grant to the Purchaser, its successors, assigns and all persons having or lawfully or equitably claiming any estate, right, title, benefit or interest in the Subdivided Plot No. 5A and/or the buildings and structures to be constructed thereon or any part/s thereof, by, from, through, under or in trust for the Purchaser or its successors or assigns or any of them, and their respective agents, workmen, employees, servants, visitors and nominees, and the owners and occupiers for the time being and from time to time of the said Subdivided Plot No. 5A or any part/s thereof, and the buildings and other structures to be constructed thereon, an irrevocable full and free right, liberty and licence at all times hereafter, by night and by day, and for all purposes and matters connected with the use and enjoyment of the Subdivided Plot No. 5A and the buildings and structures to be constructed thereon and for all other purposes and matters, to go, return, pass and repass on foot or by car and other vehicles, animal carts, wagons and carriages, of any kind whatsoever, in common with the Vendor, along, upon, across and over all or any of the three separate unencumbered internal roads, rights of ways or means of access, each of not less than 12 (twelve) metres in width and more particularly detailed herein below (hereinafter and hereinafter collectively referred to as "the said access roads"), connecting the Subdivided Plot No. 5A to the three public roads or streets abutting the Larger Property, viz., Ganpatrao Kadam Marg, G.M. Bhosale Marg and N.G. Bansode Marg (via the existing municipal road), together with full and free right, liberty and authority, at their costs and expenses, and in accordance with all statutory requirements, to dig and excavate the said access roads for laying,

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connecting and providing all services and utilities, inter alia, including, pipes, cables, wires, water, drainage, sewerage, gas, electricity, telecommunications, storm water drainage, street lights, etc., underneath, over and/or along the said access roads, and the Purchaser, its successors, assigns and all such persons aforesaid, shall similarly at their own costs and expense be obliged and liable to refill and resurface the said access roads immediately after the required work is completed, and do and perform all other acts, deeds and things as may be necessary for the purposes aforesaid. The Vendor and its successors and assigns in respect of the remaining portion/s of the Larger Property (i.e., other than the Subdivided Plot No. 5A), shall at all times hereafter, at its/their costs and expenses, repair and maintain all the said access roads and keep the same in good repair and condition and well and sufficiently lit, paved and drained. If the Vendor or its successors or assigns in respect of the remaining portion/s of the Larger Property (i.e., other than the Subdivided Plot No. 5A), dig or excavate any of the said access roads for the aforesaid purposes or otherwise, it / they shall, upon completion of such works, forthwith refill and resurface the said access roads so dug or excavated and restore them to their original state and condition, and it/they shall do the same at its/their sole costs and expenses, and it / they shall duly comply with all statutory requirements in respect thereof. Provided always, and it is hereby expressly agreed and covenanted, that the Vendor and/or its successors and/or its assigns and/or any person/s claiming from, through or under any of them, shall not, at any time hereafter: (i) dig or excavate more than any one of the said access roads at any one time, and shall not, unless such access road has been refilled and resurfaced and fully restored to its original state and condition, dig or excavate any other access road, and, (ii) change the alignment or width of any of the said access roads or shift the same in any manner, or do or perform any other act, deed or thing which may affect in any manner the Purchaser's rights, benefits and interests in respect of any of the said access roads, without obtaining the prior express specific consent in writing of the Purchaser or its successors or assigns. Provided further, that if the Vendor or its successors or assigns in respect of the remaining portion/s of the Larger Property (i.e., other than the Subdivided Plot No. 5A), fail or neglect to comply with and perform its/their obligations mentioned hereinabove in this clause for any person whatsoever, the Purchaser, its successors and assigns, and all other persons claiming by, from, through, under or in trust for it/them as aforesaid, from time to time and at all times hereafter, shall be entitled (but not obliged) to do and perform the same. It is agreed that all the said access roads, rights of ways and means of access and all the rights, benefits and interests in respect thereof as aforesaid, shall be appurtenant to and attached to the said Subdivided Plot No. 5A and shall run as permanent and perpetual covenant with the Larger Property described in the First Schedule hereunder written. It is further agreed and covenanted by the Vendor for itself and its successors and assigns and all persons claiming by, from, through, under or in trust for it or them as aforesaid, that all the said access roads mentioned herein below shall at all times hereafter be kept unbuilt upon, unobstructed, vacant and open to the sky. The said access roads are as follows:

- (i) Internal access road of 12 (twelve) metres width, running West to East, and connecting the Subdivided Plot No. 5A to Ganpatrao Kadam Marg (Gate No. 2A of the Vendor's Larger Property), which access road is

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shown shaded in brown colour and marked in letters 'A', 'B', 'C', 'D', 'E' & 'F' on the plan annexed hereto as Annexure 'B';

- (ii) Internal access road of 12 (twelve) metres width, running East to West, and connecting the Subdivided Plot No. 5A to G.M. Bhosale Marg (Gate No. 3A of the Vendor's Larger Property), which access road is shown shaded in brown colour and marked in letters 'J', 'K', 'L', 'M', 'N' & 'O' on the plan annexed hereto as Annexure 'B'; and,
- (iii) Internal access road of 12 (twelve) metres width, running South to North, and connecting the Subdivided Plot No. 5A to N.G. Bansode Marg via the existing municipal road (Gate No. 4 of the Vendor's Larger Property), which access road is shown shaded in brown colour on the plan annexed hereto as Annexure 'B'.

AND THE VENDOR HEREBY AGREES AND COVENANTS WITH / TO THE PURCHASER THAT the sale, conveyance, transfer and assignment of the Subdivided Plot No. 5A as mentioned herein is together with all other rights, entitlements, interests, benefits and authorities granted and/or agreed to be granted to and in favour of the Purchaser under the Agreement and Award in respect of the Subdivided Plot No. 5A as if the same are incorporated herein, whereby the Purchaser will be fully and absolutely entitled to enjoy, exercise, avail of and have the use and benefit of the same except to the extent contrary provided herein, AND THAT the Purchaser shall be entitled to utilize and/or consume the full development potential as per the Development Control and Promotion Regulations, 2014 and other applicable laws, rules and regulations for the time being in force and as amended from time to time hereafter, in respect of the Subdivided Plot No. 5A, without the Purchaser being liable to make payment of any consideration or other amount whatsoever in addition to the total consideration of Rs. 105,30,00,000/- paid hereunder to the Vendor, AND THAT for the purpose of development of Subdivided Plot No. 5A and all related / incidental purposes, the Purchaser is and shall be entitled to appoint architects, structural engineers, contractors and other agencies, professionals, consultants and persons of the Purchaser's choice.

AND IT IS HEREBY AGREED AND CONFIRMED by and between the parties hereto that the Vendor has on execution hereof (a) handed over/can be handed over to the Purchaser the quiet, vacant and peaceful possession of the said freehold property comprised in the Subdivided Plot No. 5A, and, (b) granted license to the Purchaser to enter upon and remain in occupation of the said leasehold property comprised in the Subdivided Plot No. 5A, which license, on receipt of MCGM's Transfer Permission, automatically and ipso facto becomes absolute and peaceful possession as provided herein.

AND THE VENDOR DOTH HEREBY AGREE, DECLARE AND COVENANT that so far as the covenants and obligations of the Vendor under these presents are concerned, the same shall be binding upon and enforceable against the Vendor's successors-in-title and all persons claiming by, from, through and/or under the



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Vendor, subject to the order of the Hon'ble Courts, and covenants and obligations shall be covenants running with the land in respect of the Larger Property.

AND the Purchaser hereby states that on the basis of the copies of the title deeds and other documents and records (including relevant orders) furnished to it by the Vendor, it has verified the title of the Vendor in respect of the Subdivided Plot No. 5A, and is satisfied with the same.

AND the Purchaser covenants with the Vendor that all the out-of-pocket expenses towards stamp duty and registration fees in respect of these presents and premium payable to the Municipal Corporation shall be borne and paid by the Purchaser alone and the Resolution Professional shall not be liable to incur any costs in respect thereof.

AND it is hereby clarified that the declarations and covenants of and given by the Vendor herein shall be treated as that of SRUIL, and not as that of the Resolution Professional in his individual or personal capacity and that this conveyance is executed in terms of the Hon'ble Supreme Court of India Order dated 14th November 2022.

PERMANENT ACCOUNT NO. OF THE VENDOR: AACCS0454P

PERMANENT ACCOUNT NO. OF THE PURCHASER: AAACK1975H

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO
(Description of the Larger Property)

ALL THOSE pieces or parcels of land or ground partly freehold and partly perpetual or 999 years municipal leasehold situate, lying and being at Lower Parel, District Mumbai City, within the Registration District and Sub-District of Mumbai and bearing old Cadastral Survey Nos. 288, 289, 309, 310, 1/1539, 1/1540, 2/1540, 3/1540, 1547, 1548, 1549 and 1550 all of Lower Parel Division, and now bearing Cadastral Survey Nos. 289, 1/289, 2/289, 3/289, 4/289, 5/289, 6/289, 309 and 1547 all of Lower Parel Division, admeasuring in aggregate about 68,304.60 square metres, together with several buildings and structures standing thereon, and delineated in thick black colour boundary line on the plan thereof annexed hereto and marked Annexure 'B'.

SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the Subdivided Plot No. 5A)

(Description of the said freehold property):

ALL THOSE pieces or parcels of freehold land or ground admeasuring 18,939.16 square metres, earlier bearing Cadastral Survey No. 289 (Part) and now bearing new Cadastral Survey No. 1/289 (Part) of Lower Parel Division, District Mumbai City,

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situate, lying and being at G.M. Bhosale Marg, Ganpatrao Kadam Marg and N.G. Bansode Marg, Lower Parel, within the Registration District and Sub-District of Mumbai, being freehold portion of Subdivided Plot No. 5A in the layout of the Larger Property more particularly described in the First Schedule hereinabove written, and shown hatched in orange colour lines on the plan being Annexure 'B' hereto.

Secondly (Description of the said leasehold property):

ALL THOSE pieces or parcels of municipal leasehold land or ground, admeasuring 2016.34 square metres, and earlier bearing Cadastral Survey Nos. 1547 (Part), 1348 (Part), 1549 (Part) and 1350 all of Lower Parel Division and now bearing new Cadastral Survey No. 1/289 (Part) of Lower Parel Division, District Mumbai City, situate, lying and being at G.M. Bhosale Marg, Ganpatrao Kadam Marg and N.G. Bansode Marg, Lower Parel, within the Registration District and Sub-District of Mumbai, being leasehold portion of Subdivided Plot No. 5A in the layout of the Larger Property more particularly described in the First Schedule hereinabove written, and shown hatched in red colour lines on the plan being Annexure 'B' hereto.

The Subdivided Plot No. 5A described hereinabove admeasures in aggregate 20,955.50 square metres and is delineated in blue colour boundary line on the plan annexed hereto and marked Annexure 'B', and is bounded as follows:

- On or towards the North : by lands bearing New C.S. Nos. 289, 290 and 291 of Lower Parel Division;
- On or towards the South : by lands bearing New C.S. Nos. 290, 1/291, 291, 292, 293 and 294 of Lower Parel Division;
- On or towards the East : by land bearing New C.S. No. 289 of Lower Parel Division; and
- On or towards the West : by lands bearing New C.S. Nos. 309 and 1547 of Lower Parel Division.

The Subdivided Plot No. 5A described hereinabove is together with access through the three (3) common accesses to the Purchaser together with all other rights and benefits in respect of the said access roads as herein mentioned, situated on and forming part of the Larger Property more particularly described in the First Schedule hereinabove written, and as shown and earmarked on the Plan being Annexure 'B' hereto.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Details of all original (unless otherwise specifically stated) title deeds, orders and permissions relating to the Larger Property and for which covenant for production and safe custody has been provided by the Vendor under these presents)

- 1) Conveyance dated 29th November 1884 registered under No. 1704A from Mathurabai wd/o Keroba Muccoondgee to Bhaskar Jugonnathjee Patel.



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- 2) Conveyance dated 29th November 1884 registered under No. 1702A from Thomabai wd/o Keshav Bhawoo to Bhaskar Jugonnathjee Patel.
- 3) Certified copy of the Indenture dated 30th July, 1885 from Bhaskar Jugonnath to Valabhdass Purushottamdass.
- 4) Conveyance dated 31st March, 1887 registered under No. 1037A from Vithal Tukaram Warad to Bhaskar Jugonnathjee Patel and Indu Atmajee.
- 5) Registered Conveyance dated 13th September, 1890 from Atmaram Damodasji to Bhaskar Jugonnath and Indu Atmaji.
- 6) Conveyance dated 6th May, 1893 registered under No. 1274A from Janabai w/o. Ramachandra Guaraji to Bhaskar Jugonnathjee.
- 7) Conveyance dated 10th May, 1893 registered under No. 2222A from Dadoba Ramchandra, Ananta Dadoba and Balkrishna Dadoba, Jugonnath Dadoba to Damodar Lakhmidas Mills Company Limited.
- 8) Conveyance dated 12th May, 1893 registered under No. 2030A from Sojpal Kaya, Dharsee Lilla and Tejiv Kaya to Damodar Lakhmidas Mills Company Limited.
- 9) Indemnity Bond dated. 12th May, 1893 from Sojpal Kaya, Dharsee Lilla, Tejiv Kaya to Damodar Lakhmidas Mills Company Limited.
- 10) Conveyance dated 13th June, 1893 registered under No. 2120A from Krushal Sadashiv to Damodar Lakhmidas Mills Company Limited.



- 11) Indemnity Bond dated 13th June, 1893 registered under No. 2121A from Krushal Sadashiv to Damodar Lakhmidas Mills Company Limited.

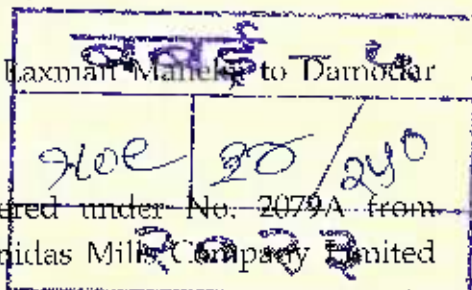
- 12) Conveyance dated 26th June, 1893 registered under No. 2915A from Bhaskar Jugonnath Patel, Purushottam Dadagee, Indu Atmajee, Luxman Maneckjee to Damodar Lakhmidas Mills Company Limited with a plan.

- 13) Indemnity Bond dated 26th June, 1893 from Bhaskar Jugunnath & Indu Atmajee to Damodar Lakhmidas Mills Company Limited.

- 14) Indemnity Bond dated 26th June, 1893 from Luxman Maneckjee to Damodar Lakhmidas Mills Company Limited.

- 15) Conveyance dated 4th August, 1893 registered under No. 2079A from Vallabhram Purushottam to Damodar Lakhmidas Mills Company Limited with plan.

- 16) Typed copy of Conveyance dated 30th October, 1893 registered under No. 398A from Laxmibai wd/o. Anant Ganesh Kotnis, Kashinath Devji, Jivan



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Dhondji, Manek Gopal & Devba Pardesh to Damodar Laxmidas Mills Co. Ltd.

- 17) Indemnity Bond dated 30th October, 1893 from Laxmibai wd/o. Anand Ganesh Kotnis, Kashinath Devji, Jivan Dhondji, Manek Gopal & Devba Pardesh to Damodar Laxmidas Mills Co.
- 18) Conveyance dated 21st May, 1907 registered under No. 1951A from Rahimbhoy Mohomad to Crescent Mills Limited with notice dated 27th August 1907.
- 19) Conveyance dated 24th February 1909 registered under No. 764A from Municipal Corporation of City of Bombay to Crescent Mills Company Limited.
- 20) Indenture dated 28th November 1910 registered under No. 2077A from Harichand Sakham & Hiraji Sakham, Muktabai wd/o. Bhaskar Juggonath Patel (guardian of Dwarkanath Bhaskar) to Crescent Mills Company Limited.
- 21) Conveyance dated 17th October 1911 registered under No. 3144A from Vithaldas Vallabhram to Crescent Mills Company Limited with plan.

- 22) Conveyance dated 2nd November 1926 registered under No. 6365 from Crescent Mills Company Limited to the Trustees for the Improvement of the City of Bombay.

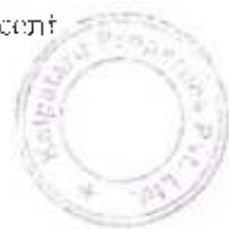
- 23) Lease dated 6th May, 1930 from the Trustees for the Improvement of the City of Bombay to The Crescent Mills Company Limited registered under Sr. No. BOM/2164/1930 on 25th June, 1930 with the Sub-Registrar of Assurances at Bombay.

- 24) Lease dated 6th May, 1930 from the Trustees for the Improvement of the City of Bombay to The Crescent Mills Company Limited registered under Sr. No. BOM/2165/1930 on 25th June, 1930 with the Sub-Registrar of Assurances at Bombay.

- 25) Lease dated 6th May, 1930 from the Trustees for the Improvement of the City of Bombay to The Crescent Mills Co. Ltd. registered under Sr. No. BOM/2166/1930 on 26th June, 1930 with the Sub-Registrar of Assurances at Bombay.

- 26) Agreement dated 7th March, 1935 from Pirojshah Nusserwanji Mehta, Bhogilal Leherchand and Mengraj Dwarkadas Naggal to Shree Ram Mills Limited.

- 27) Release of the Mortgage dtd. 27th June, 1935 registered under No. BOM/3013/1935 from the Bank of India Ltd. (Mortgagee) to the Crescent



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Mills Company Limited. (Liqn. Mortgagor).

- 28) Conveyance dated 17th March, 1936 registered under No. BOM/1825/ 1936 from Crescent Mills Limited (in Liqn.) to Shree Ram Mills Limited.
- 29) Duplicate Sub-Lease dtd. 13th July, 1942 registered under No. 4020 from Shree Ram Mills Limited. to The Governor of Bombay with a Plan.
- 30) Conveyance dated 10th July, 1948 registered under No. 3462 from the Governor of Bombay to Shree Ram Mills Limited.
- 31) True copy of the Agreement dated 19th July, 1950, registered u/sr. no. BOM/3640/1950, between Municipal Corporation of Greater Bombay and Shree Ram Mills Limited.
- 32) True copy of the Agreement dated 19th July, 1950 registered u/sr. no. BOM/3642/1950 between Municipal Corporation of Greater Bombay and Shree Ram Mills Ltd.
- 33) Architect's report dated 31st March, 1965 issued by Poonager Billimoria & Co. along with Shree Ram Mill's letter No. 2716/65 dated 4th April, 1965.
- 34) Permission No. ULC/1681 dated 30th July, 1977 passed by Addl. Director (ULC) Surat.
- 35) Order No. ULC/S-166/LC./GAD/3544 dated 17th August, 1977 issued by Director of Industries Bombay under section 20 of UL (C&R) Act, 1976.
- 36) Permission No. C/ULC/SR-27/4220 L dated 6th September, 1977 from Deputy Collector & Competent Authority (ULC) Gr. Bombay.

Letter No. TNC/certificate/ws/107 dated 7th November, 1977 from Collector (ULC) Surat.

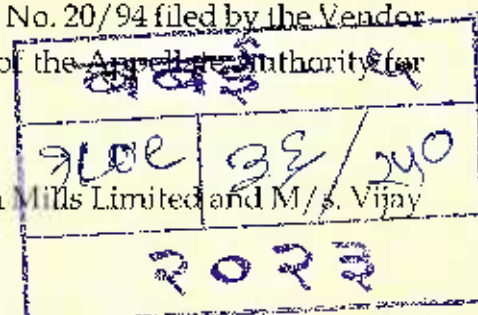
AAIFR order dated 27th October 1994 in Case No. 53/87 filed by the Vendor.

AAIFR order dated 15th October 2004 in Appeal No. 20/94 filed by the Vendor and passed by the Member/ Acting Chairman of the Appellate Authority for Industrial & Financial Reconstruction.

- 40) Writing dated 27th June 1996 between Shreeram Mills Limited and M/s. Vijay Infrastructure Projects.

- 41) 4 sanctioned layout plans all bearing No. EB/2572/GS/AL issued by the MCGM in respect of the Larger Property dated (a) 20th May 1993, (b) 27th June 2002, (c) 21st August 2004 and (d) 25th May 2005.

- 42) Permissions/ Approvals for relocation of reservation of Municipal Primary



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School and Playground under No. CHE/1522/G/DPC dated 14th March 2005.

- 43) IOD bearing No. EB/764/GS/A dated 28th October 2004 issued by the MCGM in respect of the Subdivided Plot No. 5A.
- 44) Agreement dated 27th June 1996 between Shreeram Mills Limited and M/s. Hanumesh Realty.
- 45) Deed of Cancellation dated 21st December 2004 between Shreeram Mills Limited and Vijay Infrastructure Technologies Private Limited.
- 46) Minutes of the 43rd Meeting held on 18th August, 2004 of the Monitoring Committee constituted by the Government of Maharashtra for monitoring redevelopment of land of Cotton Textile Mills under Regulations for Greater Mumbai, 1991.



SIGNED AND DELIVERED by the within)
named Vendor, SHREE RAM URBAN)
INFRASTRUCTURE LIMITED, represented)
by Resolution Professional, Mr. Pankaj)
Rajandas Majithia, appointed by the)
Hon'ble National Company Law Tribunal,)
Mumbai Bench and authorized to execute)
these presents by the Hon'ble National)
Company Law Tribunal, Mumbai Bench, by)
and under its Order dated 8th October 2021)
and by Order dated 14th November 2022)
passed by the Hon'ble Supreme Court of)
India, in the presence of *Smita Durve Adv.*)



FOR SHREERAM URBAN INFRASTRUCTURE LIMITED

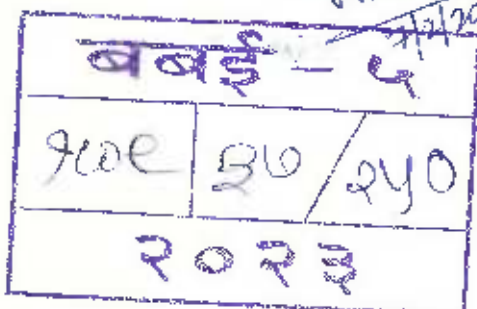
RP Pankaj Majithia
7/2/23



SIGNED AND DELIVERED by the within)
named Purchaser, KALPATARU)
PROPERTIES PRIVATE LIMITED, through)
its Authorized Signatory, Mr. Narendra)
Lodha, in the presence of *Namrata Shah, Adv.*)

For Kalpataru Properties Pvt. Ltd.

Director/Authorised Signatory



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RECEIPT

ACKNOWLEDGE TO HAVE RECEIVED of and from the within named Purchaser, Kalpataru Properties Private Ltd., the aggregate sum of Rs. 75,30,00,000/- (Rupees Seventy Five Crores and Thirty Lakhs only) (inclusive of TDS), as under:

- (1) Rs. 74,24,70,000/- (Rupees Seventy Four Crores Twenty Four Lakhs Seventy Thousand only) prior to execution of these presents by Pay Order No. 021708 dated 21st November, 2022 issued by ICICI Bank Limited, Vakola Branch, Mumbai, in favour of the Vendor; and,
- (2) Rs. 1,05,30,000/- (Rupees One Crore Five Lakhs Thirty Thousand only) being tax deducted at source and deposited by the Purchaser in the treasury of Government of India on 22nd November 2022;

Which together with the aggregate sum of Rs. 30,00,00,000/- (Rupees Thirty Crores only) towards part consideration paid by the Purchaser to the Vendor as acknowledged in the Addendum, makes in the aggregate the sum of Rs. 1,05,30,00,000/- (Rupees One Hundred and Five Crores and Thirty Lakhs only) being the agreed full and final consideration payable by the Purchaser to the Vendor under these presents.

WE SAY RECEIVED
For Shree Ram Urban Infrastructure Ltd.

(Signature)
Resolution Professional
(VENDOR)

WITNESS:-

Smrita Durney, Advocate

(Signature)
7/2/2023

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ANNEXURE 'A'

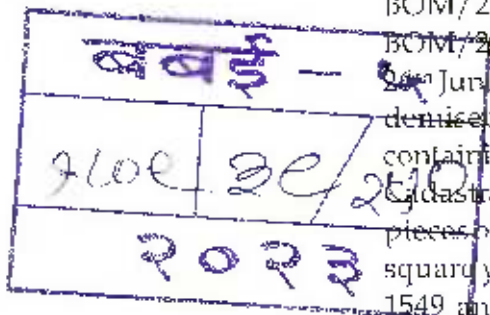
The deeds, documents, writings and acts in law by which the Vendor named in the Indenture ("Vendor") became absolutely seized and possessed of or otherwise well and sufficiently entitled to the Larger Property (as defined in the Indenture):-

A. Prior to 1936, a Company known as The Crescent Mills Company Limited (hereinafter referred to as "the Crescent Mills"), purchased and/or acquired various pieces or parcels of freehold and leasehold lands or grounds, hereditaments and premises bearing several distinct Cadastral Survey Numbers of Lower Parcel Division, then altogether admeasuring 72,942 square yards or thereabouts, all situate at Lower Parcel in the City & Island of Bombay, by diverse deeds, documents and assurances as hereinafter mentioned:-

(i) By an Agreement dated 2nd November, 1926 made between the Crescent Mills and The Trustees for the Improvement of the City of Bombay [therein and hereinafter referred to as 'the Board'] and registered under Serial No. 6365 on 02-05-1927 with the Sub-Registrar of Assurances at Bombay, it was, inter alia, agreed and recorded that in exchange of certain portions of the Crescent Mills freehold land [therein referred to as "the Claimant's Property" and "the land marked D"], the Board shall grant to the Crescent Mills four pieces of land [therein referred to as "the lands marked 'A', 'B' & 'C'" and "the PLOT"] on lease, each for a term of 999 years from the respective dates therein mentioned, at the yearly rent of Rupee One in respect of "the Plot" and Rupee One in respect of "the lands marked A, B and C", and upon payment of the differential of the areas at the rate prescribed therein;

(ii) In pursuance of the aforesaid Agreement, by an Indenture dated 24th November, 1927, made between the Crescent Mills and the Board, and registered under Serial No. BOM/46/1928 on 28th February, 1928, with the Sub-Registrar of Bombay, the Crescent Mills granted and conveyed unto the Board all that piece or parcel of land containing by admeasurement 828 square yards or thereabouts and bearing Cadastral Survey No. 1547 and delineated in red boundary line on the plan therein annexed;

(iii) In further pursuance of the aforesaid Agreement, by two separate Indentures of Lease, both dated 6th May, 1930, and both made between the Board as Lessor and the Crescent Mills as Lessee, and one registered under Serial No. BOM/2164/ 1930 and its duplicate under Serial No. BOM/2165/ 1930, on 25th June, 1930, and another under Serial No. BOM/2166/1930 and its duplicate under Serial No. BOM/2167/1930, on 26th June, 1930, with the Sub-Registrar of Assurances at Bombay, the Board demised unto the Crescent Mills, by the first Indenture, the piece of land containing by admeasurement about 5190 square yards & bearing Cadastral Survey No. 1547, and by the second Indenture, three separate pieces of land containing by admeasurement about 1691 square yards, 416 square yards and 1620 square yards, bearing Cadastral Survey Nos. 1548, 1549 and 1550 respectively, all forming parts of Scheme No. L II of the Board, which are more particularly described in the said Indentures and shown on the respective plans annexed thereto, each for the term of 999 years, the first commencing from 17th March, 1927 and the second commencing from 19th February, 1927, both paying therefor during the said terms the yearly rent of Rupee One and upon the conditions and covenants therein contained. The hereinabove recited two Indentures of



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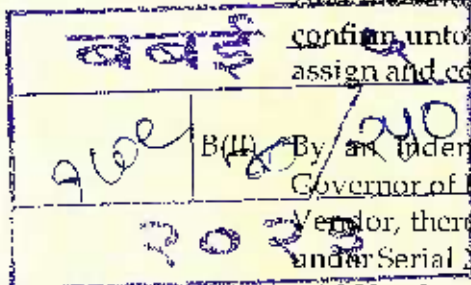
Lease are hereinafter collectively referred to as "the said Indentures of Lease";

B(I). By a Composite Deed of Conveyance and Assignment dated 17th March, 1936, made between the Crescent Mills (then in liquidation), of the First Part, K. M. Taleyarkhan, being the Court Liquidator and the Official Liquidator of the Crescent Mills, therein referred to as "the Liquidator" of the Second Part, Pirojsha N. Mehta, Bhogilal Leherchand and Menghraj Dwarkadas Nangpal as Partners of Pirojsha M. Bhogilal & Company, therein referred to as "the Confirming Parties" of the Third Part, and the Vendor, therein referred to as "the Purchaser" of the Fourth Part, and registered under Serial No. BOM/1825/1936 and its duplicate under Serial No. BOM/1826/1936 on 16th June, 1936, with the Sub-Registrar of Assurances at Bombay, after, *inter alia*, reciting the said Indentures of Lease, both dated 6th May, 1930, the Crescent Mills, by the direction of the said Liquidator, and at the request and with the consent and concurrence of the said Confirming Parties, and for the consideration and on the terms, conditions and covenants therein mentioned, did thereby:-

- (i) grant, convey, sell and transfer unto and in favour of the Purchaser therein (being the Vendor/SRLTI), various pieces or parcels of freehold lands forming one compact piece of land, together with the Spinning and Weaving Mills and other Mills, buildings, godowns, messuages and tenements standing thereon and known as Crescent Mills, situate, lying and being at Fergusson Road, bearing Cadastral Survey No. 289 of Lower Parel Division, Mumbai, and admeasuring about 64,025 square yards, and more particularly described in the First Schedule thereunder written; and
- (ii) assign its leasehold right, title and interest for the unexpired term of the term of 999 years, first lease commencing from 17th March, 1922 and second lease commencing from 19th February, 1927 (as aforesaid), unto and in favour of the Purchaser therein (being the Vendor), in all those pieces or parcels of leasehold land, together with the Mills, buildings, structures and godowns standing thereon, situate at Fergusson Road, in the City and Island of Bombay, forming part of Scheme No. L II of the Bombay Municipal Corporation, bearing Cadastral Survey Nos. 1547, 1548, 1549 and 1550, all of Lower Parel Division, and admeasuring 5190 square yards, 1691 square yards, 416 square yards and 1620 square yards or thereabouts respectively, and more particularly described Firstly & Secondly in the Second Schedule thereunder written;

And the said Liquidator and the said Confirming Parties did thereby assure and confirm unto the Purchaser therein the said freehold lands, and they did thereby assign and confirm unto the Purchaser therein the said leasehold lands;

B(II) By an Indenture of Conveyance dated 10th July, 1948, made between the Governor of Bombay, therein referred to as "the Vendor" of the one part and the Vendor, therein referred to as "the Purchasers" of the other part, and registered under Serial No. 3462/1948 with the Sub-Registrar of Assurances at Bombay, the said Vendor therein thereby granted, conveyed and transferred as and by way of absolute sale, for the consideration and on the terms, conditions and covenants therein mentioned, to the Purchasers therein, all those three pieces of land situate at Worli containing by admeasurement in all 6077 square yards, bearing Cadastral Survey Nos. 1/1540, 2/1540 and 3/1540 all of Lower Parel Division, admeasuring 1740 square yards, 3296 square yards and 1041 square yards respectively, together with the structures thereon, and more particularly described Firstly, Secondly and Thirdly respectively in the Second Schedule



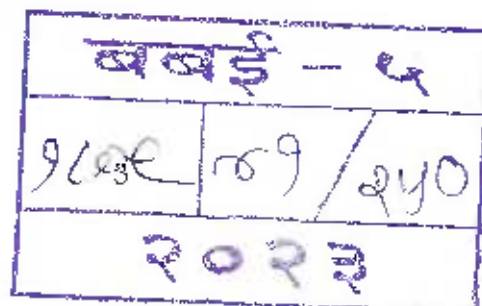
thereunder written and shown delineated on the plan thereof thereto annexed, coloured green, pink & black and marked 'X', 'Y' & 'Z' respectively;

B(III). By two separate Indentures of Lease, both dated 19th July, 1950, and both made between the Municipal Corporation of Greater Bombay, therein referred to as "the Corporation" of the First Part, Mr. Bhailal Khushaldas Patel, the then Municipal Commissioner for Greater Bombay, therein referred to as "the Commissioner" of the Second Part, Bai Hanifabai H.A.H.S. Bhivandiwalla & four others as Executrix and Executors and Trustees of the Will of late Haji Ayooob Haji Suleman, therein referred to as "the Confirming Parties" of the Third Part, and the Vendor, therein referred to as "the Lessee" of the Fourth Part, and one registered under Serial No. BOM/3642/1950 and its duplicate under Serial No. BOM/3643/1950, and another under Serial No. BOM/3640/1950 and its duplicate under Serial No. BOM/3641/1950, all on 24th November, 1950 with the Sub-Registrar of Assurances at Bombay, the said Corporation, at the request and direction and with the confirmation of the said Confirming Parties therein, and also with the confirmation of the said Commissioner, thereby demised two plots of land, both in perpetuity and both from 3rd October, 1939, unto the said Lessee (being the Vendor), being Plots Nos. 243 & 246 (under the first and second Indentures respectively) of the Worli Estate Scheme No. 52 of the said Corporation, admeasuring 1,330 & 2,708 square yards respectively, Plot No. 243 bearing Cadastral Survey No. 310 and Plot No. 246 bearing Cadastral Survey Nos. 309 & 1/1539, all of Lower Parel Division, in the City and Island of Bombay, and shown on the plans annexed thereto, both at the yearly rent of Rupee One and upon the conditions and covenants therein contained;

B(IV). As per letter bearing No. CL/1732 of 33-34 dated 30th January, 1934, the Bombay Municipal Corporation became entitled to and/or acquired land admeasuring 857 square yards i.e. 716.56 square metres, bearing Cadastral Survey No. 288 of Lower Parel Division, and the said Corporation delivered possession to the Vendor on 16th June, 1956, of an area of about 457.33 square yards as and by way of set forward land abutting the road then known as Drainage Channel Road, and forming part of the said Cadastral Survey No. 288, from and out of the said Corporation's holding of about 857 square yards, which said piece of land has since then been continuously, beneficially and uninterruptedly occupied, possessed, used and enjoyed by the Vendor;

D. On the Vendor becoming a Sick Company within the meaning of the Sick Industrial Companies (Special Provisions) Act, 1985 ("the SICA"), the Vendor made reference to the Board for Industrial & Financial Reconstruction ("the BIFR"), which reference was registered under Case No. 53 of 1987. By its Order dated 10th September, 1987, the BIFR declared the Vendor as a "Sick Company" under the SICA, and the BIFR later on recommended that the Vendor be wound up. On an appeal, the Appellate Authority for Industrial & Financial Reconstruction ("the AAIFR") framed and sanctioned a Scheme for Rehabilitation which was amended from time to time. Ultimately, by its Order dated 15th October, 2004, the AAIFR has allowed and ordered deregistration of the Vendor from the purview of the SICA, and accordingly, the Vendor is now no more a Sick Company and is thus out of the purview of the SICA.







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$$\begin{aligned} \frac{d}{dt} \left(\frac{1}{2} m \dot{x}^2 \right) &= \frac{1}{2} m \frac{d}{dt} (\dot{x}^2) = m \dot{x} \ddot{x} \\ &= m \dot{x} \left(-\frac{1}{2} \frac{v^2}{r} \right) = -\frac{1}{2} m \dot{x} \frac{v^2}{r} \end{aligned}$$

ANNEXURE 'F'

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq. Yds/Mtrs.	7. Landings Survey No.	8. Collectors New No. (Collectors Field Roll No.)
437, 442, 443	FERGUSON ROAD	-NIL-	47289	L.T.A. N.E.	80.25126 10939.18 2016.34	-NIL-	ADJAN 902 2022 Page 205 66

10. Name of Person in Beneficial Ownership due to Govt.	11. Mode of Acquisition by Present Owner	12. Devolution of Title
(A)-A-[THE SHREE RAM MILLS LTD.] (B)-B-MUNICIPAL CORPORATION OF GREATER MUMBAI -(FOR AN AREA ADMEASURING 2016.34 SQ.METERS)- (C)-C-SHREE RAM URBAN INFRASTRUCTURE LIMITED	(A)-AS PER CHIEF ENGINEER(P.P.) MCGM LETTER NO.EN/2572/03/ML DT.24-5-2003 & SANCTIONED AMALGAMATION SUB DIVISION LAYOUT PLAN & APPLICATION OF SHREE RAM URBAN INFRASTRUCTURE LTD.& MEASUREMENT CARRIEDOUT VIDE NO.NO.329/2012 & SANCTION GIVEN BY SUPDT.ON THE NOTING DT.15-2-2013 I)-NEW C.S.NO.1/289 ASSIGNED TO PLOT NO.5A FOR AN AREA ADMEASURING 18939.16 SQ.METERS & NAME OF 'A' IN COL.10 RECORDED VIDE C.S.NO. 289 & II)-AN AREA ADMEASURING 39.62 SQ.METERS FROM C.S.NO.1547,329.00 SQ METERS FROM C.S.NO.1548,255.40 SQ.METERS FROM C.S.NO.1549 TOTAL AREA OF C.S.NO.1550 ADMEASURING 1394.32 SQ.METERS I.E.TOTAL AREA OF 2016.34 SQ.METERS AMALGAMATED IN THIS HOLDING & & III)-NAME OF 'B' & TENURE N.L.RECORDED FOR AN AREA ADMEASURING 2016.34 SQ.METERS VIDE C.S.NO.1547,1548,1549,1550 & VIDE MUTATION TR.NO.867/2013 (C)-AS PER FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME NO.0471106M/1933/PTC-02241 DT.20TH MARCH 2007 ISSUED BY REGISTRAR OF COMPANIES MAHARASHTRA MUMBAI WHERE BY NAME 'A' IN COL.10 CHANGED TO 'C' IN COL.10 VIDE MUT.TR.NO.901/2013	Nil -

13. Original Grant from Govt., if any	14. Lease from Public Body or Farindar	15. Ground rent due to Public Body or Farindar	16. Superintendent's Initial
- Nil -	- Nil -	- Nil -	9204-7/21 2023
			(A)-SD/-18-2-SD/-15-2-2013 SUPD.M.C.S.&I.R. (B)-SD/-18-2-SD/-15-2-2013 SUPD.M.C.S.&I.R. (C)-SD/-18-7-M.C.S./SD/-18-7-15 I/O M.C.S./SD/-25-7-2015 SUPD. 

AS PER THE CHAIRMAN'S GOVT. RECORDS, WHEN MUMBAI CITY LETTER NO. REV/
C/ST/TALE-2011/12-13 WAS ISSUED, DEEPAK URBAN INFRASTRUCTURE LTD.
IS LIABLE FOR PAYING OF RS. 22,63,06,401/- FINE TO GOVT. OF
MUMBAI CITY.

