

29th July, 2015

The Secretary, BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai 400 001	The Secretary, National Stock Exchange of India Limited "Exchange Plaza", Bandra – Kurla Complex, Bandra (E), Mumbai – 400 051
Scrip Code : 533160	Scrip Symbol : DBREALTY
Fax No.: 022 – 2272 2037/ 39/ 3121	Fax No.: 022 – 26598237/38

Dear Sirs,

Sub.: Postal Ballot Notice

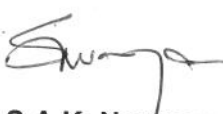
Please find enclosed herewith the copy of Postal Ballot Notice under Section 110 of the Companies Act, 2013, for seeking the Consent of the members for the Special Resolutions as stated therein.

Kindly acknowledge the receipt of the same and take on records.

Thanking you,

Yours faithfully,

For, D B Realty Limited


S.A.K. Narayanan
Company Secretary



Encl: As above

DB REALTY LIMITED

Regd. Office : DB House, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai - 400 063. • Tel.: 91-22-4077 8600 • Fax: 91-22-2841 5550 / 2842 1667

E-mail: info@dbg.co.in • Website: www.dbrealty.co.in

CIN: L70200MH2007PLC166818



CIN: L70200MH2007PLC166818

Regd Office: DB House, General A. K. Vaidya Marg, Goregaon East, Mumbai 400063.

Ph: +91 22 4077 8600/ Fax: +91 22 2841 5550/ 2842 1667 Web: www.dbrealty.co.in E-mail: info@dbg.co.in

POSTAL BALLOT NOTICE

(Pursuant to Section 110 of the Companies Act, 2013)

Dear Member(s),

Notice is hereby given pursuant to Section 110 of the Companies Act, 2013, (Act) read with Rule 22 of Companies (Management and Administration) Rules, 2014, that D B Realty Limited (the Company) is seeking the consent of its Members for the following special business by passing the Special Resolutions through Postal Ballot.

Your consideration and approval is sought for the Resolutions annexed herewith. The Statement to be annexed to Notice under Section 102 (1) of the Act setting out the material facts and reasons for the Resolutions is also appended herewith and is being sent to you along with a Postal Ballot Form for your consideration. Mr. Vicky Kundaliya, Practicing Company Secretary has been appointed by the Board of Directors of your Company as the Scrutinizer.

You are requested to carefully read the instructions printed on the Postal Ballot Form and the Notice and return the completed Form in the enclosed self-addressed postage pre-paid envelope (if posted in India), so as to reach the Scrutinizer on or before 5.00 p.m. on 31st August, 2015, the last date for receipt of the completed Postal Ballot Forms. The postage on the enclosed self-addressed postage pre-paid envelope shall be borne and paid by the Company.

E-Voting Option

We are pleased to offer e-voting facility also as an alternate for our Members which would enable you to cast your votes electronically, instead of physical postal ballot form. E-voting is optional. Please carefully read and follow the instructions on e-voting printed in this notice.

The Scrutinizer will submit his report to the Chairman / Managing Director / Company Secretary / Authorised Person of the Company, upon completion of scrutiny of postal ballots in a fair and transparent manner and the result of the postal ballot will be announced on 2nd September, 2015 at the Registered Office of the Company. The result of the postal ballot will also be displayed at the said address and posted on the Company's website www.dbrealty.co.in besides communicating to the National Stock Exchange of India Limited and BSE Limited.

DRAFT SPECIAL RESOLUTIONS TO BE PASSED BY WAY OF POSTAL BALLOT

Item No. 1:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to Section 188 and other applicable provisions, if any, of the Companies Act, 2013 and Rules made thereunder and Clause 49(VII) of the Listing Agreement with the Stock Exchanges wherein the Equity Shares of the Company are listed, to the extent of the applicability of the said Companies Act, 2013 and / or the Listing Agreement, with respect to various categories / nature of transactions covered by the said Act and / or the Rules made thereunder and / or the listing Agreement, the members in the General Meeting through Postal Ballot approve and / or ratify the transactions entered into / to be entered into upto financial year ended 31st March, 2015, and during every financial year thereafter by the Company, broadly in the nature of project advances / loans, as described in the table appearing below, with the Related Parties as defined in Section 2(76) of the Companies Act, 2013 and also under Clause 49 of the Listing Agreement, for an amount upto and inclusive of the amounts as stated therein:

Sr No	Name of the Related Party	Nature of Relationship	Nature of the Transaction	Transaction Amount (Maximum) Rs. (in crores)	Terms / Remarks
1	Gokuldham Real Estate Development Company Pvt. Ltd.	Subsidiary	Loan from Subsidiary for general corporate purposes	50	This Subsidiary is in process of amalgamation with the Company. The loan is Interest free repayable by the Company on demand.
2	ECC DB JV	AOP in which Company is a member with 75% profit / loss share	Advances/Loan to JV for the project and general corporate purposes	100	Receivable by the Company on demand and as per cash Flow Liquidity position.

Sr No	Name of the Related Party	Nature of Relationship	Nature of the Transaction	Transaction Amount (Maximum) Rs. (in crores)	Terms / Remarks
3	Dynamix Realty	Partnership firm in which Company is a partner with 99% profit/loss share	Advance from Partnership firm towards Partner's current account	300	Repayable by the Company on demand and as per cash Flow Liquidity position.
4	YJ Realty and Aviation Pvt. Ltd.	Enterprise in which Promoters / KMPs and their relatives have significant influence	Loan to YJ Realty and Aviation Pvt. Ltd. for general corporate purposes	100	Interest @16% p.a and receivable by the Company on demand and as per cash Flow Liquidity position.
5	Mira Real Estate Developers	Partnership firm in which Company is a partner alongwith its wholly owned subsidiary company	Advances/Loan to Firm for the project and general corporate purposes	75	Receivable by the Company on demand and as per cash Flow Liquidity position.
6	Spacecon Realty Pvt. Ltd.	Subsidiary	Advances/Loan to Subsidiary for the project and general corporate purposes	70	Receivable by the Company on demand and as per cash Flow Liquidity position.
7	Sangam City Township Pvt. Ltd	Associate	Advances/Loan to Associate for the project and general corporate purposes	50	Receivable by the Company on demand and as per cash Flow Liquidity position.
8	Marine Drive Hospitality & Realty Private Limited	A company in which KMPs and Promoters/ their relatives have significant influence and the Company has considerable economic interest	Advance / Loan to Marine Drive Hospitality & Realty Pvt. Ltd. for the project and general corporate purposes	150	Receivable by the Company on demand and as per cash Flow Liquidity position.
9	Turf Estate Joint Venture	AOP in which Company is a member with 2/3 rd profit / loss share	Advances/Loan to JV for the project and general corporate purposes	200	Receivable by the Company on demand and as per cash Flow Liquidity position.
10.	Neelkamal Realtors and Builders Pvt. Ltd.	A company in which Promoters / KMPs and their relatives have significant influence	Loan from Neelkamal Realtors and Builders Pvt. Ltd. for general corporate purposes	50	Repayable by the Company on demand and as per cash Flow Liquidity position.
11	Milan Theatres Private Limited	A company in which Promoters / KMPs and their relatives have significant influence	Loan to Milan Theatres Pvt. Ltd. for general corporate purposes and Inter corporate deposit	150	Interest @ 16% p.a and receivable by the Company on demand and as per cash Flow Liquidity position.
12	DBS Realty	Partnership firm in which Company is a partner with 1/3 rd profit/loss share	Advance from Partnership firm towards Partner's current account	100	Repayable by the Company on demand and as per cash Flow Liquidity position.
13	Royal Netra Construction Pvt. Ltd.	Subsidiary	Project Advances / Loan for general corporate purposes	50	Receivable by the Company on demand and as per cash Flow Liquidity position.

Item No. 2:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to Section 188 and other applicable provisions, if any, of the Companies Act, 2013 and Rules made thereunder and Clause 49 of the Listing Agreement with the Stock Exchanges wherein the Equity Shares of the Company are listed, to the extent of the applicability of the said Companies Act, 2013 and / or the Listing Agreement, with respect to various categories / nature of transactions covered by the said Act and / or the Rules made thereunder and / or the listing Agreement, the members in the General Meeting through Postal Ballot do hereby approve and also ratify the payment of leave and licence fees paid / payable to M/s K.G. Enterprises, a Partnership Firm and M/s Conwood Constructions & Developers Pvt. Ltd., a company, in which promoter Directors i.e. Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka and his/her relatives are

partners / shareholders and therefore Related Parties, for proportionate use of Office Premises at DB House, Goregaon East, Mumbai, (Registered and Administrative Offices), Basement at Shagun Mall premises, (Record and Storage Departments) and Mittal Tower 3rd Floor, Nariman Point, Mumbai (City Office) on allocation of area on pro rata basis, based on the usage of the office premises, by the Company and its Subsidiaries, Joint Ventures and Associates etc as per table appearing below, for the period commencing from 1st April, 2012 to 31st March, 2017 in terms of Leave and Licence Agreement entered into on 1st September, 2012 as amended from time to time by the Company and the respective entities (Licensees) with Licensor with authority to the Board of Directors to revise / amend the rates / renew or extend the period in accordance with the prevailing market rates and modify usage of allocated area based on business requirements:

Description of the Premises obtained on Leave and Licence Basis	Company's pro rata share(%)of the fees	Amount in Rs. (exclusive of applicable tax) per month	Name of the Licensor & Related Party	Nature of Relationship
DB House, Registered Office	35%	18,47,349	K G Enterprises	These are entities in which Mr. Vinod Goenka Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors are directly or indirectly interested by virtue of being partner / shareholder and hence are deemed to be concerned or interested.
City Office at 3 rd Floor, Mittal Tower, Nariman Point, Mumbai	30%	1,65,375	K G Enterprises	
Shagun Mall basement	7%	9,680	Conwood Construction and Developers Pvt. Ltd.	
TOTAL		20,22,404		

Item No. 3:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

"RESOLVED THAT pursuant to Section 188 and other applicable provisions, if any, of the Companies Act, 2013 and Rules made thereunder and Clause 49 of the Listing Agreement with the Stock Exchanges wherein the Equity Shares of the Company are listed, to the extent of the applicability of the said Companies Act, 2013 and / or the Listing Agreement, with respect to various categories / nature of transactions covered by the said Act and / or the Rules made there under and / or the listing Agreement, the members in the General Meeting through Postal Ballot approve and / or ratify the transactions /proposed transactions of giving guarantees or providing securities in connection with the loan to the related parties or obtaining guarantee / securities from related parties in connection with the loan availed / to be availed by the Company, as described in the table appearing below, with the Related Parties as defined in Section 2(76) of the Companies Act, 2013 and also under Clause 49 of the Listing Agreement, read with SEBI Circulars Nos. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and CIR /CFD/POLICY CELL/7/2014 dated September 15, 2014:

Sr No	Name of the Related Party	Nature of Relationship	Amount Rs. (in crores) unless stated otherwise	Loan Amount outstanding as on 30 th June, 2015 Rs. (in crores) unless stated otherwise
1	Deluxe Hospitality Ltd Mauritius (Guarantee & security provided)	Wholly owned Subsidiary (WOS) of Marine Drive Hospitality & Realty Pvt. Ltd., a company in which KMPs and Promoters/ their relatives have significant influence and the Company has considerable economic interest	USD 138 Million	USD 32.25 Million
2	Majestic Infracon Pvt. Ltd. (Guarantee given and collateral security provided of development rights of land)	A company in which promoter Directors and their relatives have economic interest	853 (in favour of PNB and BOI)	PNB – NIL BOI – 62.52
3	(a) Neelkamal Realtors Tower Pvt. Ltd. (Guarantee provided) (b) Neelkamal Realtors Tower Pvt. Ltd. (Counter guarantee provided by the Company against Guarantee facility and Security provided by them)	Subsidiary	350 44.32	324.01 24.82
4	DB (BKC) Realtors Pvt. Ltd. (Guarantee given)	Associate	75	NIL (Loan was not availed)

Sr No	Name of the Related Party	Nature of Relationship	Amount Rs. (in crores) unless stated otherwise	Loan Amount outstanding as on 30 th June, 2015 Rs. (in crores) unless stated otherwise
5	Heaven Star Hotels (Delhi) Pvt. Ltd. (Guarantee given and Security provided by way of pledge of shares of the company by its shareholders)	WOS of Marine Drive Hospitality & Realty Pvt. Ltd., a company in which KMPs and Promoters/ their relatives have significant influence and the Company has considerable economic interest	170	NIL
6	Pune Buildtech Pvt. Ltd. (Guarantee given and security provided)	As above	225	224.07
7	BD&P Hotels India Pvt. Ltd. (Guarantee given and security provided)	Subsidiary of Marine Drive Hospitality & Realty Pvt. Ltd., a company in which KMPs and Promoters/ their relatives have significant influence and the Company has considerable economic interest	65	53
8	(a) Gokuldham Real Estate Development Company Pvt. Ltd. (Guarantee given) (b) Gokuldham Real Estate Development Company Pvt. Ltd. (TDR Receivables hypothecated)	Subsidiary	30 60	24.76 43.95
9	Milan Theatres Pvt. Ltd. (Guarantee given)	A company in which Promoters / KMPs and their relatives have significant influence	174.50	168.05
10	Eversmile Construction Company Pvt. Ltd. (ECCPL) (Security provided by ECCPL in favour of Lender on behalf of Company) Y J Realty & Aviation Pvt. Ltd (YJRAPL) (Security & guarantee provided by YJRAPL in favour of Lender on behalf of Company)	Joint Venture Partner A company in which Promoters / KMPs and their relatives have significant influence	30	30
11	Y J Realty & Aviation Pvt. Ltd. (Guarantee & security provided)	A company in which Promoters / KMPs and their relatives have significant influence	367.08	257.98
12	Neelkamal Realtors & Builders Pvt. Ltd. (NRBPL) (Security & Guarantee provided by NRBPL in favour of Lender on behalf of Company)	A company in which Promoters / KMPs and their relatives have significant influence	42	31.38
13	Neelkamal Realtors Suburban Pvt. Ltd. (Guarantee and pledge of shareholding to be provided) (Guarantee and pledge of shareholding to be provided)	Subsidiary	70 44	10.67 44
14	Eversmile Construction Company Pvt. Ltd. (ECCPL) (Security & Guarantee to be provided by ECCPL in favour of Lender on behalf of Company)	Joint Venture Partner	100 (Proposed)	-----
15	Y J Realty & Aviation Pvt. Ltd. (Guarantee to be given to lenders)	A company in which Promoters / KMPs and their relatives have significant influence	150 (Proposed)	-----
16	Turf Estate Joint Venture (Guarantee & Security to be provided)	AOP in which Company is a member	900 (Proposed)	-----
17	Conwood DB JV (Guarantee & Security to be provided)	Joint Venture, in which Company is a member	175 (Proposed)	-----

Sr No	Name of the Related Party	Nature of Relationship	Amount Rs. (in crores) unless stated otherwise	Loan Amount outstanding as on 30 th June, 2015 Rs. (in crores) unless stated otherwise
18	Heaven Star Hotels (Delhi) Pvt. Ltd. (Guarantee & Security to be provided)	WOS of Marine Drive Hospitality & Realty Pvt. Ltd., a company in which KMPs and Promoters/ their relatives have significant influence and the Company has considerable economic interest	75 (Proposed)	-----
19	Neelkamal Realtors Suburban Pvt. Ltd. (Guarantee & Security to be provided)	Subsidiary	150 (Proposed)	-----
20	Neelkamal Realtors Tower Pvt. Ltd. (Guarantee & Security to be provided)	Subsidiary	150 (Proposed)	-----

Item No. 4:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

RESOLVED THAT pursuant to Clause 49 of the listing Agreement with the Stock Exchanges in which the Company's Equity Shares are listed read with SEBI Circulars Nos. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and CIR /CFD/POLICY CELL/7/2014 dated September 15, 2014 and Section 188 of the Companies Act, 2013 and the Rules made thereunder, to the extent applicable, the members in the General Meeting through Postal Ballot approve and / or ratify the existing material related party transactions /agreements between the Company and other Related Parties as defined in Section 2(76) of the Companies Act, 2013 as described in the table appearing below, entered into for the purpose of of development of the lands as per the terms and conditions stated therein and also grand power to the board of directors to modify / alter the terms at any time, in the best interest of the Company:

Sr No	Nomenclature	Related party	Short Particulars
1	Agreement for Sub Development dated 31 st March 2011	Dynamix Clubs And Resorts Pvt. Ltd. (Owner)	Grant of Development rights to the company on consideration of sharing the constructed premises with the Owner for sale or the sales revenue
2	Joint Agreement dated 23 rd October 2009	Usman Balwa and others (Owners)	Grant of Development rights of the Sale Buildings on consideration of providing an independent structure of ground Plus ten upper floors
3	Agreement for development dated 31 st March 2011	Eversmile Construction Company Private Limited (Owners)	Grant of Development Rights on consideration of sharing 30% Revenue / realization on sale of Free Sale Premises
4	Agreement for Assignment of Development Rights dated 31 st March 2011	Eversmile Construction Company Private Limited (Owners)	Grant of Development Rights on consideration of sharing 23% Revenue / realization on sale of Free Sale Premises
5	Joint Development Agreement dated 22 nd October, 2009	Neelkamal Realtors Tower Private Limited	Grant of Development Rights on consideration of sharing 23% Revenue / realization on sale of Project Transferable Development Rights
6	Agreement for Assignment of Development dated 31 st March 2011	Eversmile Construction Company Private Limited	Assignment of Development Rights in respect of certain lands for construction of Reserved buildings, D P Roads etc.
7	Memorandum of Understanding dated 30 th December, 2010	Nihar Construction Pvt. Ltd., (now amalgamated with Mystical Constructions Pvt. Ltd.) (Vendor)	Vendor to acquire the property and transfer to the Company and in consideration Company to pay the entire sum spent by the Vendor plus 30% additional sum
8	Memorandum of Understanding dated 30 th October, 2010	Nihar Construction Pvt. Ltd., (now amalgamated with Mystical Construction Pvt. Ltd.) (Vendor)	Vendor to acquire the property and transfer to the Company and in consideration Company to pay the entire sum spent by the Vendor plus 30% additional sum

Sr No	Nomenclature	Related party	Short Particulars
9	Memorandum of Understanding dated (a) 23 rd October, 2009, (b) 28 th December, 2010 & (c) 31 st January, 2011	Neelkamal Realtors & Builders Pvt. Ltd. (Vendor)	(a) Company has acquired the development rights of 13837.06 sq mtrs of land in Tardeo Division, Mumbai from the Owner and Vendor by the MOU on a consideration of Rs.10 crores. (b) Vendor to acquire the property at Pali Hill, Bandra and transfer to the Company and in consideration Company to pay the entire sum spent by the Vendor plus 30% additional sum (c) Company has acquired the rights and obligations of the Vendor in respect of the property at Colaba, by way of sharing 45% of salable area and parking space out of 60% vested in the vendor by mutual agreement with the owner of the property. Company in consideration has paid a Refundable interest free security Deposit of Rs.60 crores to the vendor and is entitled to the refund of the security deposit of Rs.9 crores paid by the vendor to the owner.

Item No. 5:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to Section 188 and other applicable provisions, if any, of the Companies Act, 2013 and Rules made thereunder and Clause 49 of the Listing Agreement with the Stock Exchanges wherein the Equity Shares of the Company are listed, to the extent of the applicability of the said Companies Act, 2013 and / or the Listing Agreement, with respect to various categories / nature of transactions covered by the said Act and / or the Rules made thereunder and / or the listing Agreement, the members in the general Meeting through Postal Ballot do hereby approve and also ratify the purchase of Transferable Development Rights (TDR) for the purpose of business activities from M/s Dynamix Realty, a Partnership Firm, in which the Company is a partner with 99% share in profit & loss and therefore a Related Party, for quantity of 15,129 sq. mts. for a total consideration of Rs. 57 crores (approx.) in terms of Agreements for sale of TDR executed by the Company and the aforesaid Partnership Firm.”

For D B Realty Limited

(S.A.K.Narayanan)
Company Secretary

Place: Mumbai

Date: July 21, 2014

NOTES:

1. The Board of Directors has appointed Mr. Vicky Kundaliya, Practicing Company Secretary, as the Scrutinizer to conduct the postal ballot process in a fair and transparent manner.
2. As per the applicable regulations of Companies Act, 2013 read with SEBI Circulars / Listing Agreement, all entities falling under definition of related party shall abstain from voting irrespective of whether the entity is party to the particular transaction or not.
3. The Statement as required under Section 102 of the Companies Act, 2013 is annexed to this Notice. A Postal Ballot Form is also enclosed.
4. The Notice is being sent to all the Members by post/courier (and electronically by email to those Members who have registered their email IDs with the Company), whose names appear in the Register of Members/Record of Depositories as on 24th July, 2015. The voting shall be reckoned in proportion to a Members share of the paid up equity share capital of the Company as on 24th July, 2015.
5. The material documents are open for inspection to the Equity Share Holders between 2.00 p.m. to 4.00 p.m. at the Registered Office of the Company upto the last date for receipt of the Postal Ballot Form.
6. The voting period shall commence at 10.00 a.m. on August 1, 2015 and end at 5.00 p.m. on August 31, 2015.

EXPLANATORY STATEMENT

(Pursuant to the provisions of Section 102 of the Companies Act, 2013)

Item No. 1:

In the ordinary course of the business of the Company and its Subsidiary Companies, Associates, Joint Ventures, Partnership Firm or enterprises in which Directors/KMP/their relatives have significant influence etc, which fall under the category of Related Parties under the definition of the Accounting Standard 18 and Section 2 (76) and Section 188 of the Companies Act, 2013, your Company has either advanced or may be required to advance moneys to them for project related activities or their general corporate purposes or either obtained or may be required to obtain loans from such entities, if and when required in excess of the repayment of the loans/advances given to them to meet with the cash flow requirements of such entities including your Company. All such loans/advances will bear interest as applicable in compliance with the provisions of the Companies Act, 2013 and the Rules made there under. Pursuant to provisions of Section 188(1) of the Companies Act, 2013 read with rules made thereunder and as required under Clause 49(VII)(E) of the Listing Agreement (subject to exemptions provided therein), related party transactions shall require approval of the shareholders through special resolution in case the value of Related Party Transactions exceed the stipulated threshold limits prescribed therein. In addition to this, as per Clause 4.2 of SEBI circular dated April 17, 2014, all existing material related party contracts or arrangements as on the date of the said circular which were likely to continue beyond March 31, 2015 shall be placed for approvals of the shareholders in the first general meeting held after October 01, 2014. Your Directors are of the opinion that such transactions are in the interest of your Company and are in the ordinary course of business. The transactions as appearing in the table under Item 1 of the resolution are in the nature of such project advances and loans, estimated to be required by the respective Related Parties, in the ordinary course of their businesses and are given / taken or proposed to be given / taken during the period upto 31st March, 2015 and every financial year thereafter. The nature of transaction, the nature of interest in the related party, brief terms and conditions of each such transactions are also stated in the table.

In terms of the applicable provisions of the Companies Act, 2013 and the Rules made there under and / or Clause 49 of the Listing Agreement read with SEBI circulars, the related parties as appearing in the table under Resolution 1 above are subsidiaries, joint ventures, partnership firms or AOP (in which your Company is a partner / shareholder/member) etc., and which have entered into / propose to enter into transactions with the Company and in which your Directors (except independent Directors) and Key Managerial Personnel and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested. The Board of Directors recommends the resolution set forth in item no. 1 for approval of the Shareholders as a Special Resolution. The related parties shall abstain from voting and hence only the voting by the rest of the non-interested shareholders shall be considered to determine the requisite majority for passing the Resolution.

Item No. 2:

The Company has arrangements of leave and licence with a firm K.G.Enterprises, (owner) for occupying and using the premises at DB House, wherein the Registered and Corporate offices of all the Companies of D B Group are situated. The Company also uses the premises at Mittal Tower, Nariman Point, as City Office wherein the Company's senior management personnel hold conferences and also use as Liaison office to liaison and coordinate with various authorities. The Company and all the group entities also use basement premises in Shagun Complex for record keeping and storage. The owner of the premises at Shagun Complex is Conwood Construction and Developers Pvt. Ltd. Your Company along with the other Companies in the DB Group share the total Leave and Licence Fees payable to the Lessors and also share and pay the charges for the usage of utilities like electricity and water in such manner that the entities which are engaged in the project activities share the costs pro rata their usage as decided and agreed amongst these entities from time to time based on the business requirements. The lease rates are as per the prevailing market rates and the utility charges are reimbursement of the actual expenses.

Your Directors recommend the resolution for your approval. Both these Lessor entities viz. K.G.Enterprises and Conwood Construction & Developers Pvt. Ltd. are Related Parties in which Mr.Vinod Goenka, Mr.Jayvardhan Goenka and Ms. Sunita Goenka, promoter Directors of your Company are directly or indirectly interested by virtue of being partner / shareholders and hence are deemed to be concerned or interested. Except them, none of the Directors/Key Managerial Personnel shall be deemed to be concerned or interested in the above resolution. The Board of Directors recommends the resolution set forth in item no. 2 for approval of the Shareholders as a Special Resolution. The related parties shall abstain from voting and hence only the voting by the rest of the non-interested shareholders shall be considered to determine the requisite majority for passing the Resolution.

Item No. 3:

The companies/entities listed in the table appearing under Resolution in Item 3, have availed in the past / proposes to avail loans / financial facilities from Banks/Financial Institutions ("Lenders") for which guarantee / securities have been provided / proposed to be provided by your Company to the Lenders as per their requirement. Similarly, your Company has availed in the past / proposes to avail loans / financial facilities from Lenders for which guarantee / securities have been provided / proposed to be provided by related parties to the Lenders as per their requirement on behalf of your Company. In terms of SEBI Circulars Nos. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and CIR /CFD/POLICY CELL/7/2014 dated September 15, 2014 respectively and

Listing Agreement, these Related Party Transactions are required to be placed for the approval of the members in the General Meeting. The details of each of such related party transactions as stated in the table under Item 3 of the notice are given below:

1. Deluxe Hospitality Ltd Mauritius & YJ Realty & Aviation Pvt. Ltd. (Sr. No. 1 & 11 in table):

The Company has executed a Corporate Guarantee on 22nd September, 2008 in favour of ICICI Bank UK PLC for a loan of USD 138 million availed by Deluxe Hospitality Ltd Mauritius, a wholly owned subsidiary of Marine Drive Hospitality & Realty Pvt. Ltd. Part of this loan upto USD 65 million has also been guaranteed by way of a Standby Letter of Credit cum Term Loan by ICICI Bank Ltd. to YJ Realty & Aviation Pvt. Ltd. ICICI Bank has converted the said SBLC to YJ Realty & Aviation Pvt. Ltd. into Term Loan of Rs.367.08 crores (outstanding as on 30th June, 2015 is Rs. 257.98 crores). The said loans are secured by the pledge of entire equity shareholding of Marine Drive Hospitality and Realty Pvt. Ltd. (the Holding Company of Deluxe Hospitality Limited) in the borrower company, Dynamix Mall owned by YJ Realty & Aviation Pvt. Ltd., land at Bacchuwadi owned by your Company in addition to the undertaking of Non Disposal of substantial number of Shares of your Company and shares of Y J Realty & Aviation Pvt. Ltd., held by the promoter/promoter group entities. The Company has obtained unconditional and irrevocable Guarantee in its favour from two promoter Directors against the guarantee given and security provided. Against the borrowing of USD 138 million, a sum of USD 32.25 Million is outstanding as on June 30, 2015 and the term loan of YJ Realty & Aviation Pvt. Ltd. outstanding as on June 30, 2015 is Rs. 257.98 crores. Your Directors are confident that the borrower companies would fulfill their commitments of repayment and there will be no outflow of resources arising out of the guarantee / security provided by the Company. Deluxe Hospitality Ltd. Mauritius, being a wholly owned subsidiary company of Marine Drive Hospitality & Realty Private Limited, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

2. Majestic Infracon Pvt. Ltd. (Sr. No. 2 in table):

Your Company has given a guarantee on 20th November, 2008, in favour of two banks namely Bank of India and Punjab National Bank towards loan of Rs. 425 crores and Rs. 428 crores respectively availed by Majestic Infracon Pvt. Ltd. a company in which the Promoter Directors/their relatives have economic interest. In addition, your Company has also provided security by way of mortgage of land in in favour of Bank of India in addition to personal guarantees provided by two promoter directors and several other tangible securities. The borrower Company has repaid substantial amounts of these loans and the outstandings as on 30th June, 2015 is only Rs. 62.52 crores to Bank of India and Rs. NIL to Punjab National Bank. Your Directors are confident that the same would be met by it in their ordinary course of business. Your Directors (other than independent Directors) and their relatives may be deemed to be concerned or interested in the said transaction.

3. Neelkamal Realtors Tower Pvt. Ltd. (Sr. No. 3 in table):

(a) Your Company has given a Corporate Guarantee in favour of Yes Bank Limited as collateral security for the loan of Rs.350 crores availed by Neelkamal Realtors Tower Private Limited, a subsidiary, in which IL&FS group has invested as private Equity Investor. The said Corporate Guarantee was executed on 30th March, 2013. The subsidiary Company is executing a project "DB Orchid Heights", near Jacob Circle, Mumbai. The other securities for the said loan include the pledge of 30% equity shares held by your Company in Neelkamal Realtors Tower Pvt. Ltd. and the mortgage of the land at the project site and project receivables. The outstanding amount of the said loan as on 30th June, 2015 is Rs. 324.01 crores. The subsidiary is fulfilling its obligations of repayment of the loan.

(b) Your Company has also provided a Counter Guarantee in favour of Neelkamal Realtors Tower Private Limited for an amount of Rs. 44.32 crores. The outstanding amount of the said non fund based limit as on 30th June, 2015 is Rs. 24.82 crores in respect of the Guarantee given by them and also security provided by them by mortgage of land to Punjab National Bank for the non fund based facility of Rs. 44.32 crores sanctioned to your company. The Guarantee given and security provided by the said Neelkamal Realtors Tower Private Limited in favour of the said PNB Bank and the Counter Guarantee provided by your Company in favour of Neelkamal Realtors Tower Private Limited are considered as Related Party Transactions. Your Company is fulfilling its obligations in respect of the Non fund based facility sanctioned to it by the said Bank in the normal course of its business. As stated earlier, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

4. DB (BKC) Realtors Pvt. Ltd. (Sr. No. 4 in table):

Your Company has given a guarantee on 11th September, 2009, in favour of Punjab National Bank against loan of Rs. 75 crores sanctioned to DB (BKC) Realtors Pvt. Ltd., an associate of your Company. The primary security includes mortgage of the leasehold rights of the borrower and its receivable alongwith personal guarantees of two promoter directors. The borrower company has not availed the loan and the outstandings as on 30th June, 2015 is Rs. Nil to Punjab National Bank. As there is no liability, your Directors do not foresee any liability devolving on your company on account of this security.

Your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

5. Heaven Star Hotels (Delhi) Pvt. Ltd. (Sr. No. 5 in table) :

Your Company has given a Corporate Guarantee in favour of IL&FS Financial Services Limited as collateral security for the loan of Rs.170 crores availed by Heaven Star Hotels (Delhi) Private Limited (formerly known as DB Hotels Private Limited). The said Corporate Guarantee was executed on 27th July, 2012. The said company is a subsidiary of Marine Drive Hospitality & Realty Private Limited and is in the process of developing a Hotel Project at International Airport complex, New Delhi, subject to necessary approvals. The other securities for the said loan include the pledge of 100% equity shares of the company by its shareholders viz. Marine Drive Hospitality & Realty Private Limited and Goan Hotels & Clubs Pvt. Ltd. and the substitution of the Development rights of the Borrower etc. The outstanding amount of the said loan as on 30th June, 2015 is Rs. NIL. This company has fully fulfilled its obligations of repayment of the loan. Your Company and Promoters have considerable economic interest in the holding company Marine Drive Hospitality & Realty Private Limited. Therefore, being a wholly owned subsidiary company of Marine Drive Hospitality & Realty Private Limited, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested indirectly in the said transaction.

6. Pune Buildtech Pvt. Ltd. (Sr. No. 6 in table):

Your Company has given a Corporate Guarantee in favour of Bank of India as collateral security for the loan of Rs.225 crores availed by Pune Buildtech Private Limited. The said Corporate Guarantee was executed on 15th October, 2013. Your Company has also mortgaged immovable property in the form of land and building as security for the repayment of the said loan. The said company is a wholly owned subsidiary of Marine Drive Hospitality & Realty Private Limited and is in the process of developing a Project for construction of residential and commercial complex at Yerawada, Pune subject to necessary approvals. The primary security for the said loan include the mortgage of the land and building at the project site and its receivables and other securities of fellow subsidiary of the borrower. The outstanding amount of the said loan as on 30th June, 2015 is Rs. 224.07 crores. This company is fulfilling its obligations of repayment of the loan. Your Company / Promoters have considerable economic interest in the holding company Marine Drive Hospitality & Realty Private Limited. Being a wholly owned subsidiary company of Marine Drive Hospitality & Realty Private Limited, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

7. BD&P Hotels India Pvt. Ltd. (Sr. No. 7 in table):

Your Company has given a Corporate Guarantee in favour of Bank of India as collateral security for the loan of Rs.65 crores availed by BD & P Hotels India Private Limited. The said Corporate Guarantee was executed on 6th July, 2013. Your Company has also mortgaged its immovable property in the form of land and building as security for the repayment of the said loan. The said company is a subsidiary of Marine Drive Hospitality & Realty Private Limited and owns a 5 Star Hotel. The primary security for the said loan includes land and the said Hotel alongwith hypothecation of receivables of the Hotel. The outstanding amount of the said loan as on 30th June, 2015 is Rs. 53 crores. Your Company / Promoters have considerable economic interest in the holding company Marine Drive Hospitality & Realty Private Limited. Being a subsidiary company of Marine Drive Hospitality & Realty Private Limited, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

8. Gokuldharm Real Estate Development Company Pvt. Ltd. (Sr. No. 8 in table):

- (a) Your Company has given guarantee in favour of Indiabulls Housing Finance Limited as Collateral security for the loan of Rs.30 crores obtained by Gokuldharm Real Estate Development Company Pvt. Ltd., a subsidiary company which has executed a project known as DB Woods at Goregaon (East), Mumbai for construction of three residential towers. The said Corporate Guarantee was executed on 25th July, 2014. The other security is pledge of certain shares of your company by one of the promoter group members. Gokuldharm Real Estate Development Company Pvt. Ltd. has been repaying the loan as per the stipulated terms and the outstanding on the said loan as on 30th June, 2015 is Rs. 24.76 crores, which will be repaid by them in the ordinary course of its business. This subsidiary company is in the process of being amalgamated with your Company, subject to necessary approvals.
- (b) Gokuldharm Real Estate Development Company Pvt. Ltd., has also availed a loan of Rs.60 crores from IL&FS Financial Services Limited. The Company, as a partner of the firm Dynamix Realty has mortgaged the TDR rights owned by the said firm along with the other partners, as security for the said loan and also few flats in the Project of DB Woods and its receivables.

Being a subsidiary company, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested indirectly in the said transaction.

9. Milan Theatres Pvt. Ltd. (Sr. No. 9 in table):

Your Company has provided Corporate Guarantee to ECL Finance Limited for a loan of Rs.174.50 crores availed by Milan Theatres Pvt Limited, a company in which your Promoters and KMPs have interest. The primary security include mortgage of the project land at Santacruz (W) and the structures thereon constructed and to be constructed by the Borrower. The other securities include Corporate Guarantee by Conwood Construction and Developers Pvt. Ltd. guarantees of the promoters of the Borrower and the pledge of 66.67 % of the shares of the Borrower held by entities in which your promoters/their relatives have substantial interest.

Your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the company) may be deemed to be concerned or interested in the said transaction.

10. Eversmile Construction Company Pvt. Ltd. & YJ Realty & Aviation Pvt. Ltd. (Sr. No. 10 in table):

Your Company has availed a loan of Rs. 30 crores from ICICI Bank for the development of the project DB Skypark situated at Andheri East. The said loan is secured by mortgage of the land owned by Eversmile Construction Company Pvt. Ltd. through the mortgage agreement dated 25th June, 2014. The other securities for the loan include extension of the mortgage of land at Mumbai Central owned by your Company, extension of the mortgage of Dynamix Mall owned by YJ Realty & Aviation Pvt. Ltd. backed by its guarantees as well as the receivables of DB Skypark project.

The security provided by the said Eversmile Construction Company Pvt. Ltd. and YJ Realty & Aviation Pvt. Ltd. in favour of the said ICICI Bank are considered as Related Party Transactions, as the promoter Directors viz. promoter directors alongwith their relatives hold substantial interest in Eversmile Construction Company Pvt. Ltd. and YJ Realty & Aviation Pvt. Ltd. Your Company is fulfilling its obligations in respect of the fund based facility sanctioned to it by the said Bank in the normal course of its business. Your Directors (other than independent directors) and their relatives may be deemed to be concerned or interested in the said transaction.

11. YJ Realty & Aviation Pvt. Ltd. (Sr. No. 11 in table):

Please refer Sr. No. 1 above.

12. Neelkamal Realtors & Builders Pvt. Ltd. (Sr. No. 12 in table):

Your Company has availed a loan of Rs. 42 crores from STCI Finance Ltd. for general corporate purpose. The said loan is collaterally secured by mortgage of the land and its unsold units of Orchid Enclave project situated at Mumbai Central owned by Neelkamal Realtors & Builders Pvt. Ltd. through the mortgage agreement dated 26th February, 2013 alongwith unconditional Guarantee by Neelkamal Realtors & Builders Pvt. Ltd. The primary security for the said loan is pledge of your Company's shares held by one of the Promoters of your Company. Other security includes the personal guarantee of the Promoters of your company.

The security provided by the said Neelkamal Realtors & Builders Private Limited in favour of the said STCI Finance Limited are considered as Related Party Transactions and hence require the approval of the members in terms with the circulars of SEBI stated elsewhere in this notice. Your Company is fulfilling its obligations in respect of the facility sanctioned by the said Financial Institution in the normal course of its business. Except Independent Directors and KMP, all Directors of the Company and their relatives, may be deemed to be concerned or interested in the said transaction.

13. Neelkamal Realtors Suburban Company Pvt. Ltd. (Proposed) (Sr. No. 13 in table):

Your Company has to provide guarantee in favour of ECL Finance Limited as Collateral security for the loan of Rs.70 crores obtained by Neelkamal Realtors Suburban Pvt. Ltd., a subsidiary of your Company which is executing a project known as DB Ozone at Dahisar, Mumbai for construction of 28 residential towers. The primary security is mortgage/assignment of the entire rights of the borrower on the project land and its receivables and other securities include proposed pledge of 66% equity shareholding of the borrower company held by your Company. Neelkamal Realtors Suburban Pvt. Ltd. has been repaying the loan as per the stipulated terms and the outstanding on the said loan as on 30th June, 2015 is Rs. 10.67 crores, which will be repaid by them in the ordinary course of its business.

In addition to above, Neelkamal Realtors Suburban Pvt. Ltd. had availed a loan of Rs.44 crores from Edelweiss Housing Finance Limited. Your Company proposes to give guarantee in favour of Edelweiss Housing Finance Limited as collateral security for the loan of Rs. 44 crores obtained by Neelkamal Realtors Suburban Pvt. Ltd. The other security include pledge of 66% equity shareholding of the borrower company held by your Company.

Being a subsidiary company, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the said transaction.

14. Eversmile Construction Company Pvt. Ltd. (Proposed) (Sr. No. 14 in table):

Your Company proposes to avail a loan of Rs. 100 crores from SICOM Ltd. for your Company's working capital requirement. The said loan is proposed to be secured by the mortgage of the land owned by Eversmile Construction Company Pvt. Ltd. alongwith its corporate Guarantee.

The proposed security to be provided by the said Eversmile Construction Company Private Limited in favour of SICOM Ltd. is considered as related party transaction and hence require approval of the members in terms of the Listing Agreement. ECC DB JV, a joint venture, in which your Company holds 75% share is executing a project viz. DB Skypark at Andheri East on the said land for construction of a residential tower. Your Company shall repay the loan from its share in receivables of the said project in ordinary course of business. As stated earlier, except Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors and their relatives, none of the Directors and/or KMP may be deemed to be concerned or interested in the above proposed transaction.

15. YJ Realty & Aviation Pvt. Ltd. (Proposed) (Sr. No. 15 in table):

Your Company proposes to provide Guarantee as a collateral security for the proposed loan upto Rs. 150 crores to be availed from a Bank / Financial Institution by YJ Realty & Aviation Pvt. Ltd. This company is a company in which your promoter Directors / their relatives have substantial interest. The primary security proposed for the loan includes the mortgage of the Dynamix Mall owned by the borrower at Juhu, Mumbai alongwith the hypothecation of its receivables and pledge of your Company's shares by one of the Promoters of the Company. The said loan is under process of sanction and shall be repaid out of the Dynamix Mall receivables in the normal course of its business.

Your Directors (other than independent directors) and their relatives, none of the Directors and/or KMP may be deemed to be concerned or interested in the said proposed transaction.

16. Turf Estate Joint Venture (Proposed) (Sr. No. 16 in table):

Your Company proposes to provide Guarantee / security for the proposed loan upto Rs. 900 crores to be availed from Bank/ Financial Institutions and expected to be sanctioned to Turf Estate Joint Venture / your Company. The Turf Estate Joint Venture is an Association of Person in which your Company has 66.67% profit / loss share with the obligation to meet all the financial requirement in relation to development of the said project. The proposed loan shall be secured by the leasehold rights of the project land situated at Mahalaxmi, Mumbai alongwith the building constructed/to be constructed thereon. The said loan shall also be secured with hypothecation of the receivables of the project. The said loan is under process of sanction and shall be repaid out of the project receivables in the normal course of its business. The proposed guarantee to be provided by your Company is considered as related party transactions in terms of the Listing Agreement. In the event of the loan being sanctioned in the name of your Company, the above stated securities will have to be given by Turf Estate JV in favour of the Lender.

Being a JV in which your Company holds share, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the above mentioned proposed transaction.

17. Conwood DB Joint Venture (Proposed) (Sr. No. 17):

Your Company proposes to provide Guarantee / security for the proposed loan upto Rs. 175 crores to be availed from Bank/ financial Institution likely to be sanctioned to Conwood DB Joint Venture / your Company. The Conwood DB Joint Venture is an Association of Person in which your Company is one of the JV members. The proposed loan shall be secured by the development rights on the project land situated at Thane by Conwood Construction & Developers Private Limited and your company and hypothecation of your Company share in the receivables of the project alongwith the proportionate rights on the land owned by Conwood Construction & Developers Private Limited. The said loan is under process of sanction and shall be repaid out of your Company project receivables in the normal course of its business. Your Directors are confident that the borrower entity would fulfill their commitment of repayment and there will be no outflow of resources arising out of the guarantee provided by your Company. The proposed guarantee to be provided by your Company is considered as Related Party Transactions in terms of the Listing Agreement. In the event of the loan being sanctioned in the name of your Company, the above stated securities will have to be given by Conwood Construction & Developers Private Limited (related party as security for the said loan) in favour of the Lender.

Being a JV in which your Company holds share, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of their shareholding interest in the Company) may be deemed to be concerned or interested in the above mentioned proposed transaction.

18. Heaven Star Hotels (Delhi) Pvt. Ltd. (Proposed) (Sr. No. 18):

Your Company proposes to provide Guarantee for the proposed loan upto Rs. 75 crores to be availed from Bank/Financial Institution likely to be sanctioned to Heaven Star Hotels (Delhi) Pvt. Ltd. The said Company is a subsidiary of Marine Drive Hospitality & Realty Private Limited and is in the process of developing a Hotel Project at International Airport complex, New

Delhi, subject to necessary approvals. The other proposed securities for the said loan include the pledge of 100% equity shares of the borrower company by its shareholders viz. Marine Drive Hospitality & Realty Private Limited and Goan Hotels & Clubs Private Limited and the substitution rights of the development rights of the borrower etc. Your Company/Promoters and their relatives have considerable economic interest in the holding company Marine Drive Hospitality & Realty Private Limited. Being a wholly owned subsidiary company of Marine Drive Hospitality & Realty Private Limited, your Directors (other than the Independent Directors) and KMP and their relatives (to the extent of shareholding held by them in the Company) may be deemed to be concerned or interested in the above mentioned proposed transaction.

19. Neelkamal Realtors Suburban Pvt. Ltd. (Proposed) (Sr. No. 19):

Your Company proposes to provide Guarantee / security for the proposed loan upto Rs. 150 crores to be availed from Bank/ Financial Institution likely to be sanctioned to Neelkamal Realtors Suburban Pvt. Ltd., a subsidiary of your Company which shall be executing 2nd phase of the project known as DB Ozone at Dahisar, Mumbai. The primary security for the proposed loan will be mortgage of the project land owned by Neelkamal Realtors Suburban Pvt. Ltd. and its receivables. The said loan is under process of sanction and shall be repaid out of its project receivables in the normal course of its business. Being a subsidiary company, your Directors (other than the Independent Directors) and KMP and their relatives may be deemed to be concerned or interested in the above mentioned proposed transaction.

20. Neelkamal Realtors Tower Pvt. Ltd. (Proposed) (Sr. No. 20):

Your Company proposes to provide Corporate Guarantee / security for the proposed loan upto Rs. 150 crores to be availed from Bank/Financial Institution likely to be sanctioned to Neelkamal Realtors Tower Private Limited, a subsidiary, in which IL&FS group has invested as private Equity Investor. The subsidiary Company is executing a project DB Orchid Heights, Near Jacob Circle, Mumbai. The other securities for the said proposed loan shall include the pledge of 30% equity shares held by your Company of Neelkamal Realtors Tower Pvt. Ltd. and pari passu charge via mortgage of the land at the project site and the project receivables. The said loan is under process of sanction and shall be repaid out of its project receivables in the normal course of its business. Being a subsidiary company, your Directors (other than the Independent Directors) and KMP and their relatives may be deemed to be concerned or interested in the above mentioned proposed transaction.

The related parties shall abstain from voting and hence only the voting by the rest of the non-interested shareholders shall be considered to determine the requisite majority for passing the above Resolution.

Item No. 4:

Your Company in the normal course of its business operations, looks out and explores the potential business opportunities, with a view to evaluate and exploit these opportunities and provide value added housing, commercial and retail facilities. After evaluation of such opportunities at strategic locations, the Company either directly or through the use of the intermediaries engaged in the real estate businesses, which are also falling under the category of Related party, under the relevant provisions of the Companies Act or the Listing Agreement, has entered into agreement/MOUs, in the past, for acquiring the development rights and / or the properties for development after obtaining necessary approvals. The table appearing in the Resolution under Item 4 lists out such agreements / MOUs with the Related Parties. The details of each item in the table as per the agreements / MOUs entered into with the said Related parties are given below. In terms with Clause 4.2 of SEBI circular dated April 17, 2014, all existing material related party contracts or arrangements as on the date of the said circular which were likely to continue beyond March 31, 2015 shall be placed for approvals of the shareholders in the first general meeting held after October 01, 2014. Hence, in compliance with the said Circular, the material related party contracts which were executed in the past but being continued as on October 01, 2014 onwards are placed for the members' approval.

1. Dynamix Clubs & Resorts Pvt. Ltd. (Agreement for Development dated 31st March, 2011):

Dynamix Clubs & Resorts Pvt. Ltd. owns a property admeasuring 4,93,700 Sq mtrs at Village Eksar, Taluka Borivali in Mumbai for development. The Company, after mutual negotiations, finalized a proposal for development of an area admeasuring 3,70,275.20 sq mtrs and entered into an Agreement with them on 31st March, 2011, for obtaining exclusive development rights of the said area, subject to the terms, conditions and stipulations stated in the said Agreement for Development. In consideration for the grant of Development Rights of an area admeasuring 3,70,275.20 sq mtrs, the Company as the Developer shall share the constructed premises with the owner in the ratio of 80% : 20%, with the marketing rights and entitlements including realisations resting between the Company and Owners. Alternatively, instead of dividing the premises, the owner may elect to share the realizations in the above ratio, which is subject revisions based on mutual agreements inter se between the owner and the Company, as stipulated in the Agreement. The Company has paid a sum of Rs.50 crores interest free refundable Security Deposit for the performance of the terms and conditions of the said Sub Development Agreement.

Dynamix Clubs & Resorts Pvt. Ltd. is a company, in which Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors of the Company and their relatives have interest and hence it falls within the category of the related party. Except Mr. Vinod Goenka, Jayvardhan Goenka and Ms. Sunita Goenka, none of the Directors / KMP may be deemed to be concerned/interested in the aforesaid transaction.

2. Usman Balwa and others (Owners)(Joint Agreement dated 23rd October, 2009):

Your Company has executed a Joint agreement with Mr.Usman Balwa, Mr.Asif Balwa, Mr.Ishaq Balwa, Mr.Mohammed Balwa and Mr.Abdul Rehman Abdul Khalik as Owners and M/s.Neelkamal Realtors and Erectors Pvt. Ltd. as confirming party for joint re-development of property, bearing Cadestral Survey No.241-242 of Tardeo Division admeasuring 11,861 sq mtrs (approx) or thereabouts together with the structures, viz. Hotel Balwas International, Bustan Co-operative Housing Society Ltd, commercial shops occupied by the tenants, Orchid Apartments standing thereon with the responsibility to settle the claims of the tenants and obtaining the consent of the existing tenants including commercial shops at its cost. Your company will be responsible for the day to day affairs relating to development and marketing. The owners will have to be paid Rs.10 crores as consideration, out of which Rs.25 lakhs has been paid already on execution of the agreement and the balance of Rs.9.75 Crores to be paid on obtaining the consent of the tenants and settling the claims of the tenants. Your Company will also have to provide the owners an independent structure of ground plus ten upper floors with latest amenities or provide an area of 29785 sq ft on the redeveloped building.

Except Mr. Shahid Balwa and Mr. Salim Balwa (relatives of Mr. Usman Balwa), none of the other Directors / KMP may be deemed to be concerned or interested in the aforesaid transaction.

3. Eversmile Construction Company Pvt. Ltd. (Owners)(Agreement for Development dated March 31, 2011):

By an Agreement for Development dated March 31, 2011, M/s. Eversmile Construction Company Private Limited, as Owner of the property being land admeasuring 3,211.30 sq mtrs bearing C.T.S. No.145B/10/2 situate at Village Sahar, Taluka, Andheri, Mumbai has granted development rights including the right and benefit to utilize the full building potential FSI/TDR for construction of the rehab building as well as free sale building(s)/amenities and to receive the realizations on marketing of free sale premises and / or developer premises on its own account. In consideration of the grant of the said development rights, your Company and the Owner shall share the Free Sale component of the premises to be constructed by your Company or the realizations in the ratio of 30% for the owner and 70% for your Company. The above sharing ratio is subject to modification as may be mutually agreed if the area of the said property or the development potential undergoes any change. Your Company has paid an interest free refundable security deposit of Rs.25,00,00,000 (Rupees Twenty five crores only) to secure the performance of the terms of the agreement.

Eversmile Construction Company Private Limited is a company, in which Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors of the Company and their relatives have interest and hence it falls within the category of the related party. Except Mr. Vinod Goenka, Jayvardhan Goenka and Ms. Sunita Goenka, none of the Directors / KMP may be deemed to be concerned/interested in the aforesaid transaction.

4. Eversmile Construction Company Pvt. Ltd. (Agreement for Assignment of Development Rights):

Your Company has entered into an agreement for Assignment of Development Rights dated 31st March, 2011 with Eversmile Construction Company Private Limited by which your company has been assigned the Development Rights in respect of 56,776 sq mtrs of land which includes Set back land admeasuring 14371 sq mtrs, at Village Ghodbunder, Dist. Thane. with the right and benefit to utilize full permissible FSI/TDR and market and realize the proceeds on the consideration that the your Company will share the premises with the Assignor Developer in the ratio of 77% and 23% respectively, subject to the condition that the said ratio may undergo change as may be mutually agreed upon, if the area of the property or the development potential undergoes any change. Your Company has paid a sum of Rs.140,00,00,000 (Rupees One Hundred and Forty Crores only) as Refundable interest free Security Deposit to secure the performance of the terms and conditions of the agreement.

Eversmile Construction Company Private Limited is a company, in which Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors of the Company and their relatives have interest and hence it falls within the category of the related party. Except Mr. Vinod Goenka, Jayvardhan Goenka and Ms. Sunita Goenka, none of the Directors / KMP may be deemed to be concerned/interested in the aforesaid transaction.

5. Neelkamal Realtors Tower Pvt. Ltd. (Joint Development Agreement dated 22nd October, 2009):

Your Company has executed an agreement dated October 22, 2009 with Neelkamal Realtors Tower Private Limited, the owner of the land, for the purposes of development of 0.235 million square feet land at village Chincholi, Malad. In terms of the agreement, your Company has formed a joint venture with Neelkamal Realtors Tower Private Limited, wherein your Company is required to, at its own cost and expense, develop the property. The agreement provides for sharing of net revenue between your Company and Neelkamal Realtors Tower Private Limited in the ratio of 90% and 10% respectively, provided that the share of net revenue of Neelkamal Realtors Tower Private Limited shall not be less than Rs. 200 million and not more than Rs. 250 million. In terms of the agreement, your Company has deposited a sum of Rs. 20 million as security deposit with Neelkamal Realtors Tower Private Limited. In addition a sum of Rs. 180 million is to be paid to Neelkamal Realtors Tower Private Limited, as and when demanded, and the same is to be adjusted for Neelkamal Realtors Tower

Private Limited's share of the net profit. The agreement is to remain in full force and effect until, *inter alia*, the completion of the development of the property and the finalization of the accounts of the joint venture. There is no termination clause in the agreement.

Being a subsidiary company, your Directors (other than the Independent Directors) and KMP and their relatives may be deemed to be concerned or interested in the above mentioned transaction.

6. Eversmile Construction Company Pvt. Ltd. (Agreement for Assignment of Development Rights):

Your Company has executed an Agreement for assignment of Development Rights on March 31, 2011 with Eversmile Construction Company private Limited by which the development rights with respect to land at Village Mahul, taluka Chembur admeasuring 7359 sq mtrs approximately bearing C T S Nos. 2/8, 2/10, 2/11 and 2/12 and C T S Nos. 2/3 and 2/6 admeasuring 9203.80 sq mtrs in the Registration Dist of Mumbai City and Mumbai Suburban are assigned to your Company and your company would be entitled to market to market the Project TDR that would accrue to them. In consideration of the grant of the development rights, your company will have to share the realization of the TDRs with the Assignor in the ratio of 66.67% and 33.33% on Road Amenity TDRs, 75.19% and 24.81% on Construction TDRs and Nil and 100% on Reservation TDRs between your Company and Eversmile Construction Company Pvt. Ltd. Your Company has paid a sum of Rs.35,00,00,000 (Rupees Thirty Five Crores only) to the Assignor, as Interest Free Refundable Security Deposit to secure the performance of the terms and conditions of the Agreement.

Eversmile Construction Company Private Limited is a company, in which Mr. Vinod Goenka, Mr. Jayvardhan Goenka and Ms. Sunita Goenka, Directors of the Company and their relatives have interest and hence it falls within the category of the related party. Except Mr. Vinod Goenka, Jayvardhan Goenka and Ms. Sunita Goenka, none of the Directors / KMP may be deemed to be concerned/interested in the aforesaid transaction.

7. and 8. Nihar Constructions Pvt. Ltd. now amalgamated with Mystical Constructions Pvt. Ltd.

(Memorandum of Understanding dated October 30, 2010 and December 28, 2010):

Your Company has entered into two Memorandum of Understanding with earthwhile Nihar Constructions Pvt. Ltd., (now amalgamated with Mystical Constructions Pvt. Ltd.) on October 30, 2010 and December 28, 2010.

- (a) Erstwhile M/s. Nihar Constructions Pvt. Ltd., (vendor) has been in the process of acquiring flats together with the parking spaces in a building situated at Bandra on plot admeasuring in all 5078 Sq yards which included land admeasuring 3445 sq yards of Non agricultural land, from the owners of the flats and the Cooperative Housing Society. They have spent about Rs.1,37,75,000/- towards token money in respect of few flats (tenanted property). Your Company having been offered the sale of the said property along with the tenanted property in the said plot, has agreed with the said Nihar Constructions Pvt. Ltd. to acquire the same for a total consideration of the actual cost incurred by them for acquiring the same and 30% thereon. Your Company has pursuant to the above MOU shall have the option of either taking the conveyance or development rights, at its discretion on payment of the consideration. Your company has paid an interest free refundable deposit of Rs. 20,00,00,000/- (Rupees Twenty Crores only) to the vendor to secure the compliance of its obligations under the MOU. Your Company had the option of terminating the MOU on non fulfillment by the said Nihar Constructions Pvt. Ltd. of its obligations, under the MOU, whereupon the deposit will become refundable.
- (b) Vide another MOU executed between erstwhile Nihar Constructions Pvt. Ltd., and your Company on December 30, 2010, Nihar Constructions Pvt. Ltd., which was in the process of acquiring the property admeasuring 12,125 sq mtrs at Byculla, had offered to transfer the property to your Company and/or grant development rights for a total consideration of the amount spent by them and 30% thereon. Tenancy rights of a part of this property on a portion of the land admeasuring 2522.58 sq mtrs had already been acquired by Nihar Constructions Pvt. Ltd. Your Company had paid a interest free refundable deposit of Rs.20,00,00,000/- (Rupees Twenty Crores only) to Nihar Constructions Pvt. Ltd., to secure the faithful compliance of its obligations. In the event of their not fulfilling their obligations under the MOU, within 18 months or extended time as mutually agreed, your Company shall be entitled to the transfer of the tenancy rights in respect of the tenanted premises for a restricted amount of consideration for the tenanted property. Your Company shall also have the right to terminate the MOU and refund of the Security Deposit.

Mr. Vinod Goenka and Mr. Shahid Balwa, Directors of your Company alongwith their relatives were interested on account of their shareholding in erstwhile Nihar Constructions Pvt. Ltd. as on the date of execution of the aforesaid Agreements.

9. Neelkamal Realtors & Builders Pvt. Ltd.

(a) Memorandum of Understanding dated October 23, 2009:

Your Company has entered into an agreement on October 23, 2009 with Neelkamal Realtors and Builders Private Limited, the owners of the property at Bellasis Road, Mumbai under which development rights over approximately 0.148 million square feet land at Mumbai, have been granted to your company. Under the memorandum of understanding, in consideration of grant of development rights your company will bear the entire costs, charges and expenses for the development of the property. Your Company has paid an amount of Rs. 25 Lakhs to the Neelkamal Realtors and Builders

Private Limited at the time of execution of the memorandum of understanding and an amount of Rs. 9.75 crores will be paid to the owner upon receipt of the appropriate approval of plans from the Municipal Corporation of Greater Mumbai in respect of the said property and upon commencement of the actual construction. Upon completion of the development/ construction of the building, the owners shall execute one or more indenture of lease(s) in respect of the said property in favor of the co-operative societies/ condominiums or any such other entity that may be formed by the purchasers of the premises in the building to be constructed on the said property. There is no termination clause in the agreement.

(b) Memorandum of Understanding dated December 28, 2010:

Your Company has executed a Memorandum of Understanding with Neelkamal Realtors & Builders Pvt. Ltd. (Vendor) on December 28, 2010, for acquiring the ownership and / or development rights in respect of a property being land admeasuring 600 sq yards equivalent to 501.67 sq mtrs at Pali Hill, Bandra, Mumbai on the terms and conditions mentioned in the said M.O.U. Since the vendor itself was at the time of execution of the M.O.U., in the process of acquiring the said plot from its owners who is a Charitable Trust, the company agreed to pay a consideration equivalent to the vendor's cost of acquisition plus 30% additional sum thereon and the vendor will thereupon execute either conveyance of the land in favour of your company or a Development Agreement as may be decided by your Company. Your Company has paid a sum of Rs.7,50,00,000 (Rupees Seven Crores Fifty Lakhs only) as interest free Security Deposit to secure the compliance of its obligations under the M.O.U.

(c) Memorandum of Understanding dated January 31, 2011:

Your Company has executed a Memorandum of Understanding with Neelkamal Realtors & Builders Pvt. Ltd. (Developer) on January 31, 2011, by which all the rights and obligations of Neelkamal Realtors & Builders Pvt. Ltd. qua the owner of the property, viz. Suresh Estates Private Limited, at Wodehouse Road, Colaba, admeasuring 1199.16 sq mtrs on Plot No.32 save and except the sharing ratio and the refund of the Security Deposit have been taken over by your Company. Your company has become the joint Developer of the above property for which the Developer will cause the Owner of the Property to execute a Supplementary Agreement on the same terms and conditions as contained in the Development Agreement between the Owner and the Developer.

The sharing ratio of the owner remaining the same at 40% of the saleable area and parking space, the remaining 60% of the saleable area and the parking space shall be shared between your Company and Neelkamal Realtors & Builders Pvt. Ltd. @ 45% and 15% respectively. Your Company will be entitled to receive the refundable security deposit of Rs.9 crores paid by the Developer to the Owner. Your Company has also paid to Neelkamal Realtors & Builders Pvt. Ltd., a sum of Rs.60,00,00,000/- (Rupees Sixty Crores only) as refundable interest free security deposit.

Except Independent Directors and KMP, all Directors of the Company and their relatives, may be deemed to be concerned or interested in the said transactions.

The related parties shall abstain from voting and hence only the voting by the rest of the non-interested shareholders shall be considered to determine the requisite majority for passing the Resolution.

Item No. 5:

Pursuant to provisions of Section 188(1) of the Companies Act, 2013 read with rules made thereunder, and as required under Clause 49(VII)(E) of the Listing Agreement (subject to exemptions provided therein), related party transactions shall require approval of the shareholders through special resolution in case the value of Related Party Transactions exceed the stipulated threshold limits prescribed therein. M/s Dynamix Realty is a Partnership Firm, in which your Company is a majority partner with 99% share in profit & loss and therefore is a Related Party of the Company. The said Firm has got Transferable Development Rights (TDRs), which can be used by the Company for the development of any projects undertaken / to be undertaken by the Company or its subsidiaries / associates or group companies in around Western/Central suburbs of Mumbai Suburbs or otherwise for trading purposes. For this purpose, the Company has purchased/acquired TDR of 15,129 sq. mts. for a total consideration of Rs. 57 crores (approx.) as per Agreements for sale dated 18th May, 2015 and 18th June, 2015 respectively executed by the Company and the aforesaid Partnership Firm. The purchase of TDR is a normal transaction in the ordinary course of business in the construction industry. Further, the said transaction is done at the prevailing market rate and was in the best interest of the Company.

The Board of Directors accordingly recommends the resolution set out at Item No. 5 of the accompanying Notice for the approval of the Members pursuant to the provisions of Sections 188 of the companies Act, 2013, the Companies (Meeting of Board and its Powers) Rules, 2014 and Clause 49 of Listing Agreement as a Special Resolution.

Being a partnership firm in which the Company is a majority partner, your Directors (other than the Independent Directors) and KMP and their relatives may be deemed to be concerned or interested in the above mentioned proposed transaction. Further, the related parties shall abstain from voting and hence only the voting by the rest of the non-interested shareholders shall be considered to determine the requisite majority for passing the Resolution.

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DB REALTY LIMITED

CIN: L70200MH2007PLC166818

Regd Office: DB House, General A. K. Vaidya Marg, Goregaon East, Mumbai 400063

Ph: +91 22 40778600/ Fax: +91 22 2841 5550/ 28421667 Web: www.dbrealty.co.in E-mail: info@dbg.co.in

POSTAL BALLOT FORM

Sr.No.:

1. Name and Registered Address of the sole / first named Shareholder:	:	
2. Name(s) of Joint-Holder(s), if any:	:	
3. Folio No. /DP ID No.* /Client ID No.* (*Applicable to Shareholders holding shares in dematerialized form)	:	
4. Number of equity shares held	:	

I / We hereby exercise my / our vote in respect of the resolution to be passed through Postal Ballot for the business stated in the Notice of the Company by conveying my /our assent or dissent to the said Resolution by placing the tick (✓) mark at the appropriate box below.

Item No.	Description	No of Shares	I/We assent to the Resolution (For)	I/We dissent to the Resolution (Against)
1	Consent pursuant to Section 188 of the Companies Act, 2013 to the extent applicable and Clause 49 of the Listing Agreement read with SEBI Circulars for transactions of Project advances/loans etc., from / to the Company in respect of Related Parties			
2	Consent pursuant to Section 188 of the Companies Act, 2013 and Clause 49 of the Listing Agreement for payment of Leave & License Fees to M/s K.G. Enterprises and Conwood Construction & Developers Pvt. Ltd., Related Parties			
3	Consent pursuant to Section 188 of the companies Act, 2013 to the extent applicable and Clause 49 of the Listing Agreement read with SEBI Circulars for transactions of giving/availing Guarantee facilities and / or Securities in respect of Related Parties			
4	Consent pursuant to Section 188 of the companies Act, 2013 to the extent applicable and Clause 49 of the Listing Agreement read with SEBI Circulars in respect of Development Agreements / Acquisition of properties with Related Parties			
5	Consent pursuant to Section 188 and applicable provisions of Companies Act, and/or Clause 49 of the Listing Agreement for purchase of Transferable Development Rights (TDR) by the Company from a Related Party for the purpose of business activities			

Authorised signatory / Signature of the Shareholder

Place:

Date:

ELECTRONIC VOTING PARTICULARS (Applicable for Individual Members only)

EVEN (E-Voting Event Number)	USER ID	PASSWORD / PIN

1. Last Date for Receipt of Postal Ballot Form by the Scrutinizer: August 31, 2015
2. Please read carefully the instructions printed overleaf before exercising the vote.

Instructions for Voting:

Voting through Physical Postal Ballot Form

1. A member desiring to exercise vote by Postal ballot shall complete the enclosed Postal ballot Form with assent (for) or dissent (against) and send it to the Scrutinizer in the enclosed self-addressed Business Reply Envelope. Postage will be borne and paid by the Company. However, envelopes containing Postal Ballots, if sent by courier or by Registered Post at the expense of the Registered Member will also be accepted. The envelopes may also be deposited personally at the address given thereon. The Postal Ballot Form, duly completed and signed should be returned in the enclosed self-addressed postage prepaid envelope directly to the Scrutinizer so as to reach the Scrutinizer before 5.00 p.m. on August 31, 2015. Any Postal Ballot Form received thereafter shall be treated as if the reply from the shareholders has not been received.
2. The members are requested to exercise their voting rights by using the attached Postal Ballot Form only. No other form or photocopy of the form is permitted

E-Voting Facility

3. The Company is pleased to offer e-voting facility for the members to enable them to cast their votes electronically instead of dispatching Postal Ballot Form. Members have an option to vote either through e-voting or through Ballot Form. If a member has opted for e-voting, then he/she should not vote by Postal Ballot also and vice-a-versa. However, in case members cast their vote both via physical ballot and e-voting, then voting through physical ballot shall prevail and voting done by e-voting shall be treated as invalid. The instructions for members for e-voting are as under
 - a. In case of Members receiving e-mail from NSDL:
 - i. Open e-mail and then open PDF file viz., "DB Realty Limited e-voting. pdf" with their Client ID or Folio No. as password. The said PDF file contains the User ID and password for e-voting. Please note that the password is an initial password. Launch internet browser by typing the following URL in the address bar: www.evoting.nsdl.com
 - ii. Click on shareholder – Login
 - iii. Enter User ID and password as initial password noted in step (i) above. Click Login.
 - iv. Password change menu appears. Change the password with new password with minimum 8 digits/ characters or combination thereof. Note the new password. It is strongly recommended not to share the password with any other person and take utmost care to keep the password confidential.
 - v. Home page of e-Voting opens. Go to "e Voting" icon and select "Active E voting Cycles".
 - vi. Select "EVEN" of DB Realty Limited.
 - vii. Now Members are ready for e-Voting as Cast Vote page opens.
 - viii. Cast the vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
 - ix. Upon confirmation, the message "Vote cast successfully" will be displayed.
 - x. Once the Member has voted on the resolution, such Member will not be allowed to modify their vote.
 - xi. Institutional Members (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies), who are authorized to vote, to the Scrutinizer through e-mail: vickyscrutinizer@gmail.com with a copy marked to evoting@nsdl.co.in
 - b. In case of Members receiving Postal Ballot Form by Post:
 - i. Initial password is provided as below/at the bottom of the Postal Ballot Form

EVEN (E-Voting Event Number)	USER ID	PASSWORD / PIN
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- ii. Please follow all steps from Sl. No. (ii) to Sl. No. (xii) of item No. 3 (a) above to cast vote.
- c. In case of any queries, Members may refer to the Frequently Asked Questions (FAQs) for Members and e-voting user manual for Members available at the Downloads Section of www.evoting.nsdl.com or contact NSDL at the following Telephone No: 022-24994600
- d. If Members are already registered with NSDL for e-voting, then they can use their existing user ID and password for casting the vote.
- e. Members can also update their mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).

Members, who have registered their e-mail ids for receipt of documents in electronic mode under the Green Initiative of MCA have been sent Postal Ballot Notice by e-mail and who wish to vote through Ballot Form can obtain the Ballot Form from Registrar and Share Transfer Agent, Link Intime India Private Limited, C-13 , Pannalal Silk Mills Compound, L.B.S Marg, Bhandup (West) , Mumbai- 400 078 or can download the same at www.e-voting.nsdl.com or www.dbrealty.co.in and fill in the details and send the same to the Scrutinizer by Post at the address given at Sl. No. 3 above.