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Hundred and Seventy Crore Fifty Lakh Only) being the balance 50% of the Consideration, to be paid by the Purchaser to the Vendor in the manner specified in Clause 3 below ("**Second Tranche**"), the First Tranche and the Second Tranche aggregating to Rs. 741,00,00,000 (Rupees Seven Hundred and Forty One Crore Only), being the total Consideration payable by the Purchaser to the Vendor doth hereby absolutely and irrevocably grant, sell, convey, transfer, assure and assign unto the Purchaser, all its right, title, interest, possession in the said Property bearing the CTS Nos. specified in the Schedule hereunder written, admeasuring in the aggregate 75,328.40 square meters or thereabouts equivalent to 18.61 acres situated, lying and being at Village Akurli, Taluka Goregaon (as per Property Register Cards), District Mumbai Suburban more particularly described in the **Schedule** hereunder written on "as is where is" and "as is what is" basis including the existing occupancies on the said Property **TOGETHER WITH** structures, RCC poles and barbed wires, compound walls, edifices, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, benefits, easements, profits, advantages, rights and appurtenances whatsoever to the said Property or any part thereof **AND** all the estate, right, title, interest, claim, floor space index (present and future), transferrable development rights (present and future), and the entire development potential of the said Property by whatever name called **AND TO HAVE AND TO HOLD** all and singular the said Property hereby granted, released, sold, transferred, conveyed and assured or intended or expressed so to be with their all rights and appurtenances **UNTO AND TO THE USE** and benefit of the Purchaser, its successors or assigns absolutely forever in accordance with the terms and conditions contained herein **AND** the Vendor doth hereby covenant with the Purchaser **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted, to be done or executed or knowingly or willingly suffered to the contrary **THE VENDOR** doth now has in itself good right, full power and absolute authority to grant, release, convey, transfer and assure all their right, title, interest in the said Property hereby granted, released, conveyed, transferred and assured in the manner stated herein or intended so to be unto and to the use of the Purchaser in the manner aforesaid **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to peacefully and quietly hold, enter upon, use, occupy and possess the said Property and to solely and absolutely own and enjoy all the right, title and interest in



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the said Property hereby granted, released, conveyed, transferred and assured in the manner stated herein, with its appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor, or from or by any person or persons lawfully or equitably claiming or to claim by from under or in trust for it **AND FURTHER THAT THE** Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted, released, conveyed, transferred and assured or any part thereof by, from, under or in trust for them or any of them the Vendor and their successors in office shall and will from time to time and at all times hereafter at the request of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, matters, assurances, deeds, things in law whatsoever for better further and more perfectly and absolutely granting and assuring the right, title, interest in the said Property hereby granted unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its successors or assigns for assuring the right, title, interest in the said Property and every part thereof hereby granted, released, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid **AND** the Vendor hereby covenants with the Purchaser that the Vendor is not prevented from granting, selling and conveying their right, title, interest in the said Property in manner aforesaid and to the best of the knowledge of the present trustees of the Vendor trust, and only in so far as it concerns their own acts, Vendor has not done or omitted to do any act, deed matter or thing whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

- 2.2 **AND FURTHER THAT** simultaneously on execution hereof, the Vendor has put the Purchaser in unfettered, quiet, vacant, and peaceful possession of the said Property, subject to the occupancies on the said Property and subject further to Clauses 5 and 6 hereinbelow. Henceforth, the Purchaser shall be entitled to be in peaceful possession and enjoyment of the said Property as the absolute owner thereof and it shall be lawful for the Purchaser at all times to possess, own, occupy and enjoy the said Property hereby conveyed and sold, with all its appurtenances together with all the rights for its benefit without any interference from the Vendor and its predecessor-in-title or anybody whomsoever claiming through or under the Vendor, subject only to Clauses 5 and 6 hereinbelow.



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2.3 **AND FURTHER THAT** simultaneously with the execution of this Deed, the Vendor has handed over and Purchaser has received the original title documents, which documents pertain to a larger property, including the said Property AND the Purchaser hereby covenants with the Vendor that the Purchaser shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Vendor or any person or persons having or lawfully or equitably claiming through under or in trust for the Vendor and their successors produce or cause to be produced to them or at any trial hearing commission or examination or otherwise as occasion shall require all or any of the deeds and writings handed over to the Purchaser and will permit the same to be examined and inspected AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled. In the event that the deeds and writings handed over to the Purchaser or any of them are delivered by the Purchaser to any further purchaser or assign, the Purchaser shall obtain a similar covenant for production of title deeds from such purchaser or assign and the Vendor shall be entitled to such covenant.

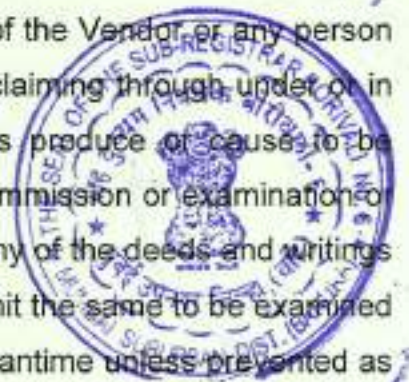
2.4 **AND FURTHER THAT** simultaneously with the execution of this Deed, the Vendor has executed and registered a Power of Attorney in favor of the Purchaser, *inter alia*, for the limited purpose of facilitating the transfer of the said Property in favour of the Purchaser.

2.5 **AND FURTHER THAT** the Parties to this Deed, hereby confirm that the Consideration as mentioned in this Deed is adequate for their acts, obligations and representations, the sufficiency and validity of which shall not be challenged hereafter.

2.6 **AND FURTHER THAT** the Vendor shall at the costs and expenses of the Purchaser, including taxes, whenever required by the Purchaser to do so, from time to time and at all times hereafter, do, execute and sign and/or cause to be done, executed and signed all such acts, letters, forms, applications, deeds, writings, affidavits and documents as may be required under the Applicable Laws for more effectually transferring the said Property, unto and to the use of the Purchaser forever and /or the future transferee for more effectually transferring the said Property unto and to the use of the Purchaser forever.

AND FURTHER THAT the Vendor hereby agrees that at the cost and expenses of the Purchaser the Vendor shall sign all documents and writings for transferring the said Property in the Purchaser's name in the

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records of Government or Municipal Authorities and other Public Authorities / competent authorities and shall do all other acts in connection therewith.



- 2.8 **AND FURTHER THAT** all outgoing, property taxes, levies, charges, assessments, cess, taxes including N.A. assessments, other assessments, water charges, electricity charges and other amounts, government charges by whatever name called payable to any authority in respect of the said Property pertaining to the period up to the date of execution and registration of this Deed shall be borne and paid by the Vendor. The Purchaser shall be liable to bear and pay all such outgoing, property taxes, levies, charges, assessments, cess, taxes and all other government charges by whatever name called in respect of the said Property from the date of execution and registration hereof. Save and except the above, any charges, fees, premium, levy or like amount, if payable in connection with the transfer of the said Property, shall be borne and paid by the Purchaser alone.



3. PAYMENT OF SECOND TRANCHE:

The Second Tranche, i.e. the balance 50% of the Consideration, shall be paid by the Purchaser as follows:

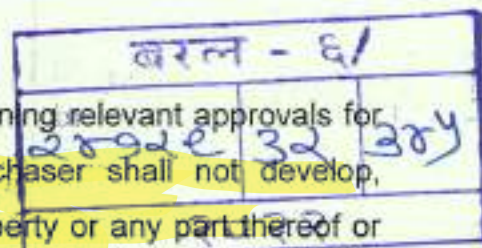
- 3.1 Simultaneously with the execution and registration of this Deed, the Purchaser has deposited the Second Tranche with the Escrow Bank, to be held by the Escrow Bank and to be released unto the Vendor by the Escrow Bank in accordance with the terms of the Escrow Agreement.
- 3.2 The Second Tranche shall accrue and be paid over/released by the Escrow Bank to the Vendor along with unpaid interest thereon (subject to deduction of TDS as per applicable laws on the unpaid interest) within 3 (three) working days of the receipt by the Escrow Bank of a letter from the Vendor stating that the Vendor has moved out all its livestock from the said Property ("**Demand Letter**"). The Vendor will endeavour to move out all its livestock from the said Property within a period of 18 months from the date of execution of this Deed of Conveyance.
4. The Vendor shall have a lien on the Second Tranche lying with the Escrow Bank till such time as the same is paid over to the Vendor.
5. Save and except the activities required for vacation of the occupancies on the said Property (including demolition of those structures), engaging security personnel on the said Property, setting up of a temporary site office



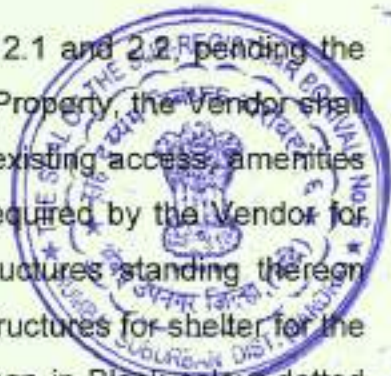
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at the said Property and applying for and obtaining relevant approvals for development of the said Property, the Purchaser shall not develop, construct upon, or otherwise use the said Property or any part thereof or create any mortgage thereon till such time as the entire Second Tranche with interest thereon is received by the Vendor.



6. Notwithstanding anything contained in Clauses 2.1 and 2.2, pending the removal of the Vendor's livestock from the said Property, the Vendor shall be entitled to continue to avail of and utilize all existing access, amenities and facilities in to or upon the said Property, required by the Vendor for maintenance of the livestock, including the structures standing thereon housing the employees of the Vendor and the structures for shelter for the livestock, which have been earmarked on the map in Black colour dotted boundary lines and marked as **Annexure C ("Earmarked Structures")**, the Purchaser shall not demolish the Earmarked Structures or do anything on the said Property as would in any manner impede the existing access to the said Property or otherwise impair the Vendor's ability to attend to and ensure the well-being of the livestock. The Purchaser shall not demolish the Earmarked Structures so long as the Vendor shall not have been able to move out the livestock from the said Property.



7. **GOVERNING LAW AND DISPUTE RESOLUTION:**

In the event of any dispute or differences between the Vendor and the Purchaser arising out of or in relation to this Deed, the same shall be referred to arbitration of a sole arbitrator, to be appointed with the consent of the Parties, failing which the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (enactment or amendment thereto included) ("**Arbitration Act**"). Such arbitration shall be governed by the Arbitration Act. The seat and venue of the arbitration shall be Mumbai. The decision of the arbitral tribunal shall be final and binding on the parties.

8. **NOTICES:**

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Deed shall be given in writing and may be given by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and/or at any other address subsequently notified to the other Party for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:



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If to Vendor		
Address:		

1415, Dalamal Towers, B Wing, 211, Free Press Marg,
Nariman Point, Bombay- 400 021

Telephone No: 022 22846257

Attn: Trustees

E-mail: h o@gowrakshakmandali.com

If to Purchaser

Address: Godrej One, Pirojshanagar, Eastern Express Highwau,
Vikhroli (East) Mumbai City – 700 079

Telephone No: 022 66235900

Attn: Region Head - MMR

Email: notice@godrejproperties.com

9. MISCELENEOUS:

- 9.1 The persons signing this Deed on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Deed on behalf of the Parties for whom they are signing.
- 9.2 For the purpose of stamping, under Section 4 of the Maharashtra Stamp Act, 1958, this Deed of Conveyance shall be the principal document. All incidental expenses, including the stamp duty and registration charges, if any, on this Deed and/or other documents executed in pursuance hereto shall be borne and paid solely by the Purchaser.
- 9.3 Each Party shall be responsible to pay their respective direct tax liabilities. Indirect tax liabilities, if any, arising out or as a result of the sale of the said Property shall be borne and paid for by the Purchaser.

SCHEDULE

(Description of said Property)

All that pieces and parcels of land admeasuring in the aggregate 75,328.10 sq. mtrs. or thereabouts equivalent to 18.61 Acres or thereabouts with the structure standing thereon of Village Akurli, Taluka Goregaon (as per Property Register Cards), District Mumbai Suburban comprised in the following CTS Numbers having areas mentioned against them hereinbelow:



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Old Survey Number	CTS Number	Area as per Property Cards (in Sq. mtrs.)
36	124	2,593.50
38/2(Part)	125	2,189.9
35	126	13,486.6
37/3(Part)	127	1,380.10
37/3(Part)	127/1	182.28
37/3(Part)	128	1,748.20
29 and 30	146	37,519.4
34	146/1	1,609.20
32	146/2	3,895.20
33	146/3	6,447.40
31	146/4	2,241.30
95(Part)	146/5	358.70
27(Part)	146/6	1,171.50
28	146/7	504.90
	Total	75,328.10

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IN WITNESS WHEREOF, the Parties hereto have executed this Deed on the date first hereinabove written.

Signed and Delivered

By the within named **VENDOR**

BOMBAY GOWRAKSHAK MANDALI

through the hands of its Authorised Trustees

Mr. HARIDAS .T. KAPADIA

Mr. DILIP. P. GOCULDAS

Mr. AMEET .P. HARIANI

Mr. TAJ. A. DANI

In presence of:

2 Amogh G. Rakhade

Signed and Delivered

By the within named **Purchaser**

GODREJ PROPERTIES LIMITED

by its Authorized Signatory

Mr/Ms. RAHUL .R. DEDHIA

In presence of:

1. SANJAY R. BHAGAT

2. TARPIT PATNI



H. Kapadia



Dilip



A. Hariani



Amogh



Godrej Properties Limited

Rahul
Authorised Signatory



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अर्ज क्रमांक 114881 कलम/नियम
 अर्जदाराचे नाव : V.S. HADVE
 नकलेचा अर्ज आला तो दिनांक : 28/10/22
 नवकल तयार दिनांक :
 नवकल दिली तो दिनांक :
 रक्कम रुपये 1-दि 5110/- रोनी मिळाले

Exh. - 34

Presented on : 30/08/2022

Registered on: 06/09/2022

Decided on 27/10/2022

Duration : Y. M. D.

28/08/21 32/21 38/21

BEFORE THE JOINT CHARITY COMMISSIONER,
 GREATER MUMBAI REGION, MUMBAI

(Presided over by N. S. Pawar)



In the matter of -
 The Bombay Gowrakshak
 Mandali
 P.T.R. No. F-5 (Mumbai)

Application No. 69 of 2022

1. Shri Haridas Kapadia
 Flat No. 401, 4th floor,
 C-Wing, Satyam Apt.
 Plot No. 65, Hutatma Chowk,
 Near Shani Mandir
 Ambernath (East)-421501
 Mobile: 9820154696
 Email: haridaskapadia@gmail.com
2. Shri Dilip Goculdas
 12, A.R. Rangnekar Marg
 Chowpatty 400007
 Mobile: 9820185416
 Email: dilipgoculdas@gmail.com
3. Shri Ameet Hariani
 Flat No. 1401. 9A
 Residences Bomanji Petit Rd
 Near Parsi Gen Hospital
 Khambala Hill, Mumbai -
 Mumbai - 400036
 Mobile: 9821080210
 Email: ameer.hariani@gmail.com



4. Shri Jalaj Dani
106 Alhambra, M.L.
Dahanukar Marg Lane
Opp. to Municipal Commissioner
Bungalow, 18 Carmichael
Mumbai-400026
Mobile: 9820184463
Email: jalaj.dani @dani.in

the Trustees of -The Bombay
Gowrakshak Mandali,
a Society registered under
The Societies Registration Act, 1860
and under the Maharashtra Public
Trusts Act, 1950
having the Trust Office at
1415, Dalamal Tower, B Wing,
211, Free Road, Press Marg,
Nariman Point, Mumbai 400021.

V/s.

Nil

Applicants

Opponent

**Under Section 36(1)(a) of The
Maharashtra Public Trusts
Act, 1950**

Appearance :-

Ld. Advocate Shri. Vaibhav Nagvekar for applicants.

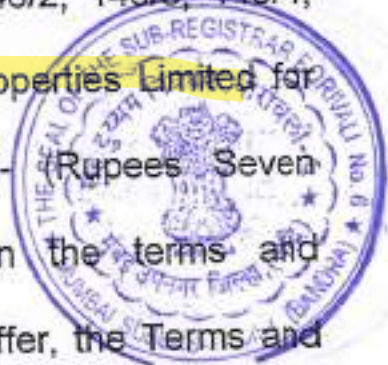
JUDGMENT

(Delivered on 27/10/2022)

- The present application No. 69 of 2022 is filed by the applicants Shri. Haridas Kapadia, Shri. Dilip Goculdas, Shri. Ameet Hariani & Shri. Jalaj Dani trustees of the Trust "The Bombay Gowrakshak Mandali" under Section 36(1)(a) of The MPT Act for seeking permission / sanction to sell the Trust property viz. being all those pieces and parcels of land

admeasuring in the aggregate 75,328.10 sq. mtrs., or
 thereabouts equivalent to 18.61 acres or thereabouts of Village
 Akurli, Taluka Goregaon, District Mumbai Suburban together
 with the structures thereon comprised in the CTS Numbers 124,
 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4,
 146/5, 146/6, 146/7 in favour of Godrej Properties Limited for
 the consideration of Rs. 741,00,00,000/- (Rupees Seven
 Hundred Forty One Crores Only) upon the terms and
 conditions, as contained in the Letter of Offer, the Terms and
 Conditions of Sale, the draft Deed of Conveyance and the draft
 Escrow Agreement comprised in the Tender Document.

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2. The applicants' case is that they are the present Trustees of "The Bombay Gowrakshak Mandal" (hereinafter referred to as "the said Mandal") bearing P.T.R. No. F- 5 (Mumbai) registered under the provisions of the Societies Registration Act, 1860 and also the Maharashtra Public Trusts Act, 1950. The said Mandal was constituted vide Rules and Regulations dated 27 April, 1899. Vide the said Rules and Regulations it was directed to appoint four trustees to be selected from amongst the then life members and patrons of the Mandal to take care of and manage the properties and funds belonging to the said Mandal. Accordingly, by the said

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Rules & Regulations the then Managing Committee exercised its powers to execute and did execute the Trust Deed dated 12/12/1899 ("the Trust Deed") in respect of the immoveable properties, monies and securities of the Mandali specified in Part I and Part II of the Schedule thereto which included, inter alia, the Property No.1. As per the Trust Deed the main objects of the Trust are the protection and preservation of horned cattle such as cows, oxen, buffaloes etc, which are useful for the agricultural prosperity of India and the welfare of the Indian people and taking of all legitimate measures for the furtherance of the said aims and objects. At present there are total 4 (four) Trustees being the Applicants herein. The changes in the constitution of Board of Trustees subsequent to the 2014 Schedule 1 are all reflected in and evidenced by the subsequent Change Reports filed by the Trust from time to time. As per the Trust Deed the minimum number of Trustees is 3 (three). The quorum for meeting of the Trustees is 2 (two). For the constitution of a Managing Committee with the minimum of strength of 4 (four) and maximum strength of 7 (seven). The changes in the constitution of Managing Committee subsequent to the 2014 Schedule 1 are all reflected in and evidenced by the subsequent Change Reports filed by the Trust from time to



time. The Trustees have powers to sell the property of the Trust with the previous sanction of the Managing Committee as specified on Page 4 of the Trust Deed. The said Managing

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Committee has granted its sanction to sell the Property No.1 in support of which they unanimously passed extracts of the combined Resolution of the Managing Committee and the Trustees. In view of this, the Applicants being the only present Trustees are fully authorised to sell the Property No.1

3. The Applicants submit that under the Trust Deed and pursuant to the Rules and Regulations, the Trust owns immovable properties including the Larger Property viz. "All that village of Akurli consisting of Khariff warkas and Gaothana land situate near Malad in Taluka Salsette, Thana District in the Sub-district of Bandra containing by admeasuring 1118 Acres or thereabouts and bounded as follows that is to say on or about the North by the boundry Poisar, on the South by the boundary of Vaduan and Malad, on the East by the boundry of Poisar and the forest of Poisar and Malad and on the West by the boundry of Poisar and Malad adjoining the Railway Line." In 1952, when the Trust came to be registered under the said Act, the portion of the Larger Property then remaining with the Trust and as appearing in the 2014 Schedule I admeasured approximately

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840 acres together with the cow sheds, goshala and other buildings standing thereon. Out of the aforesaid property as existing in 1952, several portions thereof stood alienated and/ or acquired from time to time and out of the balance property remaining with the Trust, the Trust is proposing to sell "all those pieces and parcels of land admeasuring in the aggregate 75,328.10 sq. mtrs., or thereabouts equivalent to 18.61 acres or thereabouts of Village Akurli, Taluka Goregaon, District Mumbai Suburban together with the structures thereon comprised in the CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7. (hereinafter referred as "the Property No.1"). The Property No.1 is reflected in 2014 Schedule I of the said Trust. The Property No.1 belongs to the Trust and is in possession of the Trust, subject to certain occupancies. The Trust has filed eviction proceedings against some of the occupants. A portion of the Property No.1 admeasuring 3310.50 sq. mtrs. bearing CTS Nos. 127, 127/1 and 128 was subject matter of certain litigation, as specified in the Terms and Conditions of Sale, which litigation was decided in favour of the Trust. However, the Property Cards in respect of the aforesaid portion remain to be mutated in favour of the Trust. Various portions of the Property No.1 are under Public	

840 acres together with the cow sheds, goshala and other buildings standing thereon. Out of the aforesaid property as

existing in 1952, several portions thereof stood alienated and/

or acquired from time to time and out of the balance property

remaining with the Trust, the Trust is proposing to sell "all those

pieces and parcels of land admeasuring in the aggregate

75,328.10 sq. mtrs., or thereabouts equivalent to 18.61 acres or

thereabouts of Village Akurli, Taluka Goregaon, District Mumbai

Suburban together with the structures thereon comprised in the

CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1,

146/2, 146/3, 146/4, 146/5, 146/6, 146/7. (hereinafter referred

as "the Property No.1"). The Property No.1 is reflected in 2014

Schedule I of the said Trust. The Property No.1 belongs to the

Trust and is in possession of the Trust, subject to certain

occupancies. The Trust has filed eviction proceedings against

some of the occupants. A portion of the Property No.1

admeasuring 3310.50 sq. mtrs. bearing CTS Nos. 127, 127/1

and 128 was subject matter of certain litigation, as specified in

the Terms and Conditions of Sale, which litigation was decided

in favour of the Trust. However, the Property Cards in respect

of the aforesaid portion remain to be mutated in favour of the

Trust. Various portions of the Property No.1 are under Public

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Reservations as per the Development Control and Promotion Regulations 2034. The total of all reservations works out to 36,988.13 square meters and the Trust may run the risk of opening up the Property No.1 for public access in respect of some of these reservations, which will be hugely detrimental to the Trust and the well being of cattle.

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4. The applicants further submit that at the time when the Larger Property, which included the Property No.1 was settled in trust, it was located well outside the then city limits. However, on account of the rapid expansion of the city limits, the Property No.1 now forms part of the municipal limits of Brihanmumbai Municipal Corporation. Over the years, the area surrounding the Property No.1 has been fully developed with extensive urbanization including industrial and commercial activities surrounding the Property No.1. Due to the urbanization of the area surrounding the Property No.1, the quality of air and general environment is not conducive to the well being of the cattle. Therefore, the Trustees decided to shift the cattle from the Property No.1 to the Property No.2. However, over the years, the expenses that are incurred by the Trust in the upkeep of the cows including costs of fodder, veterinary facilities, security and administrative staff has kept

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growing whereas the Trust has not been receiving commensurate donations that would enable the Trust to meet its growing costs, resulting deficit in year on year. The Property

No.1 is located in Kandivili, within the limits of the city of Mumbai. As large portions of the Property No.1 are open and vacant, it is becoming increasingly difficult to prevent encroachments onto the Property No.1 by land grabbers and unruly elements. The administrative staff of the Trust and the security personnel employed by the Trust are compelled to face regular incidents of attempted trespass, goondaism and physical threats. The Trust has also been finding it difficult to procure agricultural labour for day-to-day work and agricultural activities as people residing in urban areas are unwilling to take up agricultural labour work. The Trust is also finding it increasingly difficult to procure green fodder for the cows at reasonable rates. The structures standing on the Property No.1 also require repairs and restoration, the cost of which would cause further dent to the already stretched financial resources of the Trust. As per the structural audit the existing structures need considerable repairs. The Property No.1, being surrounded by residential and commercial areas, the residents thereof insist on feeding the cattle due to their religious

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sentiments and thereby feeding the cattle with items unfit and hazardous to their health. Despite the fact that there is fencing, the residents consider it their right and invariably especially on

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religious days intrude into the Property No.1 with the crowd becoming unruly and uncontrollable. This endangers the health and the life of the cattle. In view of all the above factors have compelled the Applicants to shift the present cattle breeding facility from the Property No.1 to any other suitable location, but in any event outside the Municipal Limits.

5. The applicants further submit that the Trust holds another piece of agricultural land admeasuring about 360 acres bearing Survey Nos. 104/1, 104/2, 104/6, 104/A/3, 104/A/4, 104/A/5 and 122/1 at village Betegaon in Palghar district in Maharashtra, which is also used for the aims and objects of the Trust (hereinafter referred as "Property No.2"). The present farm facilities on the Property No.1 are very basic and outdated. On the other hand, the Property No.2 has state-of-the-art facilities with large sheds, modern milking parlours and an eco friendly waste management system. As the sheds on the Property No.2 are spacious, the cows have more space to move around and exercise. The Trust is presently cultivating there 10 to 12 types of green fodder with enough generation of

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the fodder therein to enable the cattle to naturally graze thereon throughout the year. As the Trust presently has facilities both

on the Property No.1, and at the Property No.2, there is a duplication of costs. There is enough space at the facility on the Property No.2 to shift the existing cattle from the Property No.1 to the Property No.2. By disposing of the Property No.1, the Trust will be able to concentrate on the Property No.2 which is much larger and has much greater potential in terms of upgrading the facilities. The user and benefit of both, the Property No.1 and the Property No.2, are identical and both facilities are presently under utilized. Hence it would be prudent to shift the cattle to one facility, and in the bargain, consolidate the financial position of the Trust. The Property No.2 being almost 20 times larger than the Property No.1 with better air quality, better quality of green fodder, easy availability of local labour and ability to put up better infrastructure for the personnel looking after the cattle in the case of the Property No.2, the Trustees found it compelling necessity to shift the cattle from the Property No.1 to the Property No.2. The issues related to possible encroachment, unauthorized and random hazardous feeding of the cattle by the residents of the surrounding properties, as detailed herein above further fortified




Joint Charitable Committee

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the decision of the Applicants to shift the cattle to the Property No.2. The Applicants, after considering various proposals and manner of alienation came to the conclusion that an outright sale of the Property No.1 would be the best option in the typical facts and circumstances of the case and the sale proceeds thereby realized could be utilized for upgrading the infrastructure and maintenance of the Property No.1

6. The applicants submit that in the backdrop of the factual matrix set out hereinabove, since 2015 the Trustees have been contemplating remedial measures to meet the above difficulties keeping in mind the aims and objects of the Trust. Since that the Trust has been taking assistance and advice of Housing Development and Finance Corporation Limited (HDFC) with the objective of optimizing the method/ manner of disposing of the Property No.1 and to this intent the options of outright sale or joint development were considered. This issue of alienation was once again taken up by the Trustees in 2019, however due to Covid 19 Pandemic, the proposal could not be proceeded with. As per the advice of the Chartered Accountants Joint Development proposal could have substantial tax implications coupled with the fact that a Joint Development proposal would entail a long time span in the

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region of 6 -10 years for realization of the consideration by the Trust. Therefore the Trustees decided to opt for an outright sale		

which is also a risk free option as compared to a Joint Development proposal where the Trust would have to depend on the performance by the Developer of its obligations. HDFC too recommended the outright sale option rather than a Joint Development proposal. Accordingly, the Trust obtained Valuation Reports to ensure that the Trust realizes the consideration which is commensurate with the market conditions from the leading property consultants M/s. Knight Frank & the Government Approved Valuer Patidar Alliance, Architects, Engineers, Surveyors and Approved Valuers to determine the market value of the Property No.1. The Trust also appointed M/s Tatva Legal. Advocates and Solicitors to undertake the entire documentation required for sale of the Property No.1. Since the Property No.1 is currently under full use for providing shelter to the cattle, some time would be required for shifting the cattle to the Property No.2, there is requirement of adequate provision of infrastructure and manpower. Accordingly, considering all the above factors the Managing Committee and the Trustees unanimously decided to sell the Property No.1 in terms of the Tender Documents, by



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insertion of Public Notices in newspapers and following a transparent auction process subject to the approval of this Authority. The sale proceeds generated from the sale of the Property No.1 would yield substantial interest which would go a long way in augmenting the financial resources of the Trust thereby minimizing the dependence on outside donations, apart from upgrading the facilities at the Property No.2 in the interest of the cattle. To secure the interest of the Trust and to eliminate any risk of default by the successful offeror, the Trustees have built in various safeguards in the documentation and the terms and conditions of sale have been structured to secure the entire sale consideration simultaneously with the execution of the conveyance in respect of the Property No.1. Thereafter the Trustees in their meeting held on 26/4/2022 decided to place public notices in newspapers and invite bids for the sale of the Property No.1. Accordingly, public Notice was published in "Financial Express" dated 19/6/2022 and "Pudhari" dated 19/6/2022. In response to the public notices Tender Documents were collected by two parties from the Office of the Trust's Advocates i.e. (1) Godrej Properties Limited, having address at Godrej One, Pirojsha Nagar, Eastern Express Highway, Vikhroli E, Mumbai-400079 and (ii) Ananta

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Landmarks Private Limited, having their address at 101,
Kalpataru Synergy, Opposite Grand Hayat, Santacruz - E,

Mumbai 400055. However, only Godrej Properties Limited,
submitted an offer for purchase of the Property No.1 within
stipulated date along with signed Tender Document.

7 As per the Terms and Conditions of Sale, the offer
of Godrej Properties Limited was opened by the Trustees in the
meeting in the presence of Shri Deepak Parekh (Chairman
Emeritus), Trustees (1). Shri Haridas Kapadia, (2). Shri Dilip
Gokuldas, (3). Shri Ameet Hariani & (4). Shri Jalaj Dani,
Managing Committee Member Shri Nikhil Bhatia,
Representative of the HDFC Shri Vikram Goel,
Representatives of Tatva Legal Mumbai (1). Shri Mahernosh
Humranwala, Solicitor, (2). Smt. Bhavini Menon, Advocate &
(3). Shri Suhail Khilji, Advocate, Advocate Shri Ketan Khare,
and Representatives of the sole offeror Godrej Properties
Limited (1). Shri Rahul Dedhia & (2). Shri Priyansh Kapoor.
The offeror Godrej Properties Limited was compliant with all the
pre-qualification criteria laid down in the Terms and Conditions
of Sale, offering Rs.731,00,00,000/- (Rupees Seven Hundred
and Thirty One Crores Only), which was above the Reserve
Price. However, the Trustees in the best interest of the Trust,



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requested Godrej Properties Limited to increase their offer. In response their authorised representatives increased their offer to Rs 741,00,00,000/- (Rupees Seven Hundred and Forty One Crores Only) and executed a Bid Increase Form confirming the increased offer. The consideration offered by the Godrej Properties Limited is far above the Reserve Price of Rs. 650 crores as set out in the Tender Document and also in excess of the market value determined by Knight Frank and the Government Approved Valuer namely Patidar and Alliance, the Trustees and the Managing Committee in their meeting held on 25/7/2022 unanimously accepted the increased offer of Rs.741,00,00,000/- of Godrej Properties Limited and issued an Acceptance Letter dated 25/7/2022. Thereafter on 26 July 2022, the Trust en-cashed the pay-order/demand draft of non-refundable Earnest Money Deposit of Rs.200,00,00,000/- submitted by Godrej Properties Limited to the trust. The sale of the Property No.1, is on "as is where is" and "as what is" basis without any liability or responsibility in respect of the occupancies, the litigations, the public reservations etc. on the part of the Trust.

8. The applicants further submit that they have also prepared the Income and Expenditure statement relating to only

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the Property No.1 for the years ended 31 March, 2019, 2020 and 2021 which reflect substantial deficits of Rs.2,52,15,705=50, Rs.2,61,59,047=77 and Rs.2,36,57,591=36

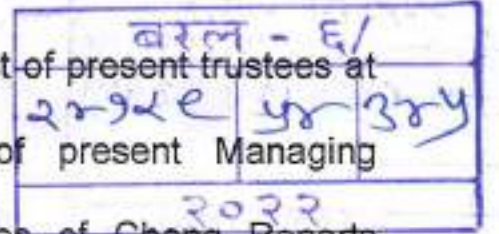
respectively. As against this, the sale proceeds of Rs. 741 crores to be received if invested would yield Rs.51,87,00,000/- per annum even at 7% per annum interest rate, which clearly demonstrated that the proposal as envisaged is in the best interest of the Trust and the Cattle. The Godrej Properties Limited ("GPL") is part of the well renowned 125 year old Godrej Group and is amongst the top real estate development companies in India and is the largest listed developer as per the booking value. As per their website, GPL has received over 300 awards and recognitions, including the Porter Prize 2019, The Most Trusted Real Estate Brand in the 2019 Brand Trust Report, Builder of the Year at the CNBC-Awaaz Real Estate Awards 2019 and The Economic Times Best Real Estate Brand 2018 for its quality and ethical business practices. In view of aforesaid facts the applicants filed the present application and prayed to allow the application.

9. Along with the application, the applicants filed copy of Trust Registration Certificate, copy of Rules & Regulations, copy of Trust Deed dated 12/12/1899 at Exh.5, copy of the

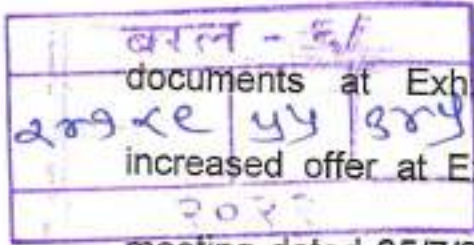
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2014 Schedule-1, reconciliation of the list of present trustees at EXh.6, Reconciliation of the list of present Managing Committee members at Exh.7, copies of Chang Reports together with the reconciliation of the names of Trustees as appearing in the 2014 Schedule-1 as compared to the present trustees, List of present trustees, copy of combined resolution passed by the Managing Committee and the trustees, Description of the property at Exh.9, copies of all the property cards in respect of the Property No.1 at Exh.10 collectively copies of 7/12 extracts at Exh.11 to 20, Copy of Kamijast Patrak reconciling the CTS Numbers with the Survey Numbers, Plan of the Property No.1 reflecting the various reservations and the structures at Exh.21, Structural Audit Report at Exh.22, Photographs reflecting the present condition of the said structures, original newspapers "Financial Express" & "Pudhari" both dated 19/6/2022 in which public notices published at Exh.23 & 24, A specimen of the Tender Documents consists of Public Notice, Terms and Conditions of Sale, List of Litigation, Letter of Offer, Covering Letter to Letter of Offer, draft Deed of Conveyance, draft Escrow Agreement, draft Specific Irrevocable Power of Attorney and the Plan showing the Earmarked Structures, Offer letter along with duly signed tender



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documents at Exh.25(A), Bid Increase Form confirming increased offer at Exh.26, copy of Resolution passed in the meeting dated 25/7/2022 at Exh.27, copy of Acceptance letter dated 25/7/2022 issued by the Trust in favour of GPL at Exh.31, Photocopy of the pay order/demand draft for Rs.200 crores, Original Valuation Reports from Knight Frank and Patidar Alliance at Exh.28 & 29 respectively, Letter dated 25/7/2022 addressed by the Trust's Advocates to the Trustees in respect of the proceedings of the public auction at Exh.32, Copies of Annual Audited Accounts for the last 3 years, copies of Budget for the last 3 years of the Trust, Affidavit in support of application at Exh.2, Evidence Affidavit at Exh.30 etc.



10. Heard Ld. Advocate Shri. Vaibhav Nagvekar for applicants at length. Perused all the documents before me. Following points came to my consideration and I recorded my findings accordingly.



Points

Findings

- | | | |
|---|----|------|
| 1. Whether the sanction can be accorded to the applicant trustees of the Trust "The Bombay Gowrakshak Mandali", P.T.R. No. F-5 (Mumbai) to sell the Trust property to sell the Trust property viz. being all those pieces and parcels of land | :: | Yes. |
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admeasuring in the aggregate 75,328.10 sq. mtrs., or thereabouts equivalent to 18.61 acres or thereabouts of Village Akurli, Taluka Goregaon, District Mumbai Suburban together with the structures thereon comprised in the CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7" on "as is where is" and "as is what is" basis in favour of Godrej Properties Limited for the consideration of Rs.741,00,00,000/- (Rupees Seven Hundered Forty One Crores only) upon the terms and conditions, as contained in the Letter of Offer, the Terms and Conditions of Sale, the draft Deed of Conveyance and the draft Escrow Agreement comprised in the Tender Document?

2. What Order?

:: As per final order

REASONS

As to Point No. 1.

11. As stated hereinabove the applicants Shri. Haridas Kapadia, Shri. Dilip Goculdas, Shri. Ameet Hariani & Shri. Jaijani trustees of the Trust "The Bombay Gowrakshak Mandali" filed the present application No. 69 of 2022 under Section

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36(1)(a) of The MPT Act for seeking permission / sanction to sell the Trust property viz. being all those pieces and parcels of

land admeasuring in the aggregate 75,328.10 sq. mtrs., or

thereabouts equivalent to 18.61 acres or thereabouts of Village

Akurli, Taluka Goregaon, District Mumbai Suburban together

with the structures thereon comprised in the CTS Numbers 124,

125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4,

146/5, 146/6, 146/7 in favour of Godrej Properties Limited for

the consideration of Rs. 741,00,00,000/- (Rupees Seven

Hundred Forty One Crores Only) upon the terms and

conditions, as contained in the Letter of Offer, the Terms and

Conditions of Sale, the draft Deed of Conveyance and the draft

Escrow Agreement comprised in the Tender Document.

12. As mentioned in aforesaid paras under the Trust Deed and pursuant to the Rules and Regulations, the Trust owns immovable properties including the Larger Property at village of Akurli consisting of Khariff warkas and Gaothana land situate near Malad in Taluka Salsette, Thana District in the Sub-district of Bandra containing by admeasuring 1118 Acres or thereabouts and in 1952 when the Trust came to be registered under the said Act, the portion of the Larger Property then





remaining with the Trust and as appearing in the 2014
Schedule-I admeasured approximately 840 acres together with
the cow sheds, gowshala and other buildings standing thereon.

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Out of this property existing in 1952, several portions thereof stood alienated and/ or acquired from time to time and out of the balance property remaining with the Trust i.e. "all those pieces and parcels of land admeasuring in the aggregate 75,328.10 sq. mtrs., or thereabouts equivalent to 18.61 acres or thereabouts of Village Akurli, Taluka Goregaon, District Mumbai Suburban together with the structures thereon comprised in the CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7. The Property No.1 is reflected in 2014 Schedule I of the said Trust. Various portions of the Property No.1 admeasuring 36,988.13 square meters are under Public Reservations as per the Development Control and Promotion Regulations 2034 and the Trust may run the risk of opening up the Property No.1 for public access in respect of some of these reservations, which will be hugely detrimental to the Trust and the well being of cattle. The area surrounding the Property No.1 has been now fully developed with extensive urbanization including industrial and commercial activities due to which, the quality of air and general environment is not



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conducive to the well being of the cattle. The expenses incurred by the Trust in the upkeep of the cows including costs of fodder, veterinary facilities, security and administrative staff has kept growing whereas the Trust has not been receiving commensurate donations that would enable the Trust to meet its growing costs, resulting deficit in year on year. Further the large portions of the Property No.1 are open and vacant, it is becoming increasingly difficult to prevent encroachments onto the Property No.1 by land grabbers and unruly elements. The administrative staff of the Trust and the security personnel employed by the Trust are compelled to face regular incidents of attempted trespass, goondaism and physical threats. The Trust has also been finding it difficult to procure agricultural labour for day-to-day work and agricultural activities as people residing in urban areas are unwilling to take up agricultural labour work. The Trust is also finding it increasingly difficult to procure green fodder for the cows at reasonable rates. As per the structural audit the existing structures on the Property No.1 need considerable repairs and the cost of which would cause further dent to the already stretched financial resources of the Trust. The Property No.1, being surrounded by residential and commercial areas, the residents thereof insist on feeding the

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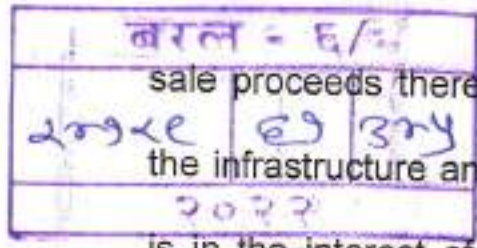


cattle due to their religious sentiments and thereby feeding the cattle with items unfit and hazardous to their health and life. There are various litigations in respect of some properties. In

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In view of these factors the applicant trustees decided to shift the present cattle breeding facility from the Property No.1 to Property No.2 situated at village Betegaon in Palghar district being agricultural land admeasuring about 360 acres bearing Survey Nos. 104/1, 104/2, 104/6, 104/A/3, 104/A/4, 104/A/5 and 122/1 which is almost 20 times larger than the Property No.1 having state-of-the-art facilities with spacious sheds where the cows have more space to move around and exercise with better air quality, better quality of green fodder, easy availability of local labour, modern milking parlours and an eco friendly waste management system and ability to put up better infrastructure for the personnel looking after the cattle. The Trust is presently cultivating there 10 to 12 types of green fodder with enough generation of the fodder therein to enable the cattle to naturally graze thereon throughout the year. As the Trust presently has facilities both on the Property No.1 and at the Property No.2, there is a duplication of costs. Therefore, the Trustees found it compelling necessity to shift the cattle from the Property No.1 to the Property No.2 and to alienate the Property No.1 and the

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sale proceeds thereby realized could be utilized for upgrading the infrastructure and maintenance of the Property No.2, which is in the interest of Trust. Accordingly, as mentioned above,

after consulting with the C.A. & Legal, the trustees passed resolution to alienate the Property No.1 by inviting offers from public at large and published public notices in two newspapers.

In response the Trust received only one offer from Godrej Properties Ltd. for Rs.741 crores, which is part of the well

renowned 125 years old Godrej Group and is amongst the top real estate development companies in India and is the largest listed developer and received various awards as mentioned above for its quality and ethical business practices. Further, from the Income and Expenditure statement relating to only the Property No.1 for the years ended 31 March, 2019, 2020 and 2021 reflect substantial deficits of Rs.2,52,15,705=50, Rs.2,61,59,047=77 and Rs.2,36,57,591=36 respectively. As against this, the sale proceeds to be received if invested would yield crores of rupees interest per annum which is in the best interest of the Trust and the Cattle.

13. Considering the facts on record and relied documents in order to adjudicate the said issue this authority scrutinize the record. From the copy of Schedule-1 it appears



that the Trust property under Consideration is recorded on Schedule-1 of the Trust. It also appears from the record that there are four trustees & seven Managing Committee members and their names are on record. The Trustees have powers to sell the property of the Trust with the previous sanction of the Managing Committee as specified on Page 4 of the Trust Deed. The said Managing Committee has granted its sanction to sell the Property No.1 in support of which they unanimously passed the combined Resolution of the Managing Committee and the Trustees which is at Exh.8. It appears from the record of this office that the Trust has regularly filed Audited reports to this office. The Trust has also obtained Valuation Report from the leading property consultants M/s. Knight Frank who ascertained the market value of Rs.642,10,00,000/- (Rupees Six Hundred Forty Two Crores Ten Lakhs only) at Exh.28 and from Government Approved Valuer Patidar Alliance who ascertained the market value of Rs.81,22,00,000/- (Rupees Eighty One Crores Twenty Two Lakhs only) at Exh.29. From the said valuation reports it appears that the offer price is much more than the market value of the property which is in the interest of the Trust. However, this authority asked the purchaser to enhance the offer price in the interest of the Trust. Accordingly,

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the purchaser showed willingness to bear the entire cost of shifting of the cattle and other belonging of the Trust from

Property No.1 to Property No.2 of the Trust. Pursis is filed to that effect at Exh.33. The Trust shall not spend a single penny

in the said transaction, which includes shifting charges, registration of documents, establishment of arrangements at the property at Palghar as per the requirement of the Trust & the

Trust object. The Trust shall see to it that the entire sale consideration is deposited in the long term fixed deposit. Only

the interest be used for trust objects. Accordingly, I answered point No.1 in the affirmative and proceed to pass the following order.

ORDER

1. The application No.69 of 2022 is allowed.
2. The applicant Trustees of the Trust "The Bombay Gowrakshak Mandali", P.T.R. No. F-5 (Mumbai) are hereby accorded sanction to sell / alienate the immovable property of the trust i.e. "being all those pieces and parcels of land admeasuring in the aggregate 75,328.10 sq. mtrs., or thereabouts equivalent to 18.61 acres or thereabouts of Village Akurli, Taluka Goregaon, District Mumbai Suburban together with the structures thereon comprised in the CTS Numbers 124, 125, 126, 127, 127/1, 128, 146, 146/1, 146/2, 146/3, 146/4, 146/5, 146/6, 146/7" on

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"as is where is" and "as what is" basis without any liability or responsibility in respect of the occupancies, the litigations, the public reservations etc. on the part of the Trust in favour of Godrej Properties Limited for the consideration of Rs. 741,00,00,000/- (Rupees Seven Hundred Forty One Crores Only). The entire cost of shifting charges, registration of documents, establishment of arrangements at the property at Palghar i.e. Property No.2 as per the requirement of the Trust & the Trust object upon the terms and conditions as contained in the Letter of Offer, the Terms and Conditions of Sale, the draft Deed of Conveyance and the draft Escrow Agreement comprised in the Tender Document.

3. All expenses including stamp duty, registration charges and all other ancillary expenses shall be borne by the purchaser i.e. Godrej Properties Limited.
4. The trustees of the applicant trust shall complete the transaction as per the terms and conditions as contained in the Letter of Offer, the Terms and Conditions of Sale, the draft Deed of Conveyance and the draft Escrow Agreement comprised in the Tender Document.
5. The trustees shall invest the consideration amount immediately in any Nationalized Bank or with Approved Government Securities for long term deposit which ever would fetch more interest.
6. The trustees are allowed to utilize only interest



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accrued on the invested amount towards the objects of the Trust.

The consideration amounts invested in long term deposit shall not be utilized without prior permission of this authority.

8. The trustees of the Trust shall not obtain any loan against the invested amount or withdraw the same without prior permission of this authority.

9. The change report as contemplated in Section 22 of The Maharashtra Public Trusts Act, 1950 be filed after completion of transaction before the concerned authority.

10. This order is subject to the applicant trust / trustees and the purchaser complying with all other provisions and qualifications that are contained in any other laws and applicable to the present transaction.

11. No order as to costs.

(N. S. Pawar)

Joint Charity Commissioner,
Greater Mumbai Region, Mumbai.

Date - 27/10/2022

Place - Mumbai.



Certified to be a True copy

Superintendent (Certified Copy)
Public Trust Registration Office
Greater Mumbai Region Mumbai

31/10/22

JCC/GMR/143/2022

MISC

BEFORE THE LD. JOINT CHARITY COMMISSIONER,

GREATER MUMBAI REGION, MUMBAI

MISC. APPLICATION NO.

OF 2022

IN

APPLICATION NO. 69 OF 2022

Received on 07/11/2022
Presented by Adv. V. S. Nagarkar
File No. 726/2022

Supdt. (Judicial)

In the matter of "The Bombay
Gowrakshak Mandal"

PTR No. F-5 (Mumbai)

1. Shri Haridas Kapadia
Flat No. 401, 4th floor, C-Wing, Satyam Apt.
Plot No. 65, Hutatma Chowk,
Near Shani Mandir Ambarnath (East)-421501
Mobile: 9820154696
Email: haridaskapadia@gmail.com

2. Shri Dilip Goculdas
12, A.R. Rangnekar Marg Chowpatty 400007
Mobile: 9820185416
Email: dilipgoculdas@gmail.com

3. Shri Ameet Hariani
Flat No. 1401, 9A
Residences Bomanii Pett Rd
Near Parsi Gen Hospital Khambala Hill, Mumbai -
Mumbai - 400036
Mobile: 9821080210
Email: ameer.hariani@gmail.com

4. Shri Jalaj Dani
106 Alhambra, M.L.
Dahanukar Marg Lane
Opp. to Municipal Commissioner
Bungalow, 18 Carmichael Mumbai-400026
Mobile: 9820184463
Email: jalaj.dani@dani.in

the Trustees of -The Bombay Gowrakshak Mandal,
a Society registered under The Societies Registration Act, 1860
and under the Maharashtra Public Trusts Act, 1950
having the Trust Office at 1415, Dalamal Tower, B Wing,
211, Free Road, Press Marg, Nariman Point, Mumbai 400021..... Applicants

V/s.

Nil

.... Opponents

THIS HUMBLE APPLICATION OF THE APPLICANTS HEREIN ABOVENAMED MOST
RESPECTFULLY SUBMIT AS UNDER:

1. Pursuant to the Application being Application No. 69 of 2022 made by the Applicants u/s 36 (1) (a) of the Maharashtra Public Trusts Act 1950, this Hon'ble Authority was pleased to accord sanction to the sale of the captioned Trust Property vide Order dated



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