

May 19, 2023

**BSE Limited**

The Corporate Relations Department,  
25<sup>th</sup> Floor, P J Towers, Dalal Street  
Fort, Mumbai – 400 001

**SCRIP CODE: 543261****SCRIP ID: BIRET****National Stock Exchange of India Limited**

The Corporate Relations Department  
Exchange Plaza, 5<sup>th</sup> Floor,  
Plot no. C/1, G Block  
Bandra-Kurla Complex, Bandra(E),  
Mumbai – 400 051

**SYMBOL: BIRET****Subject: Intimation of unitholders meeting and transaction document**

Dear Sir/Madam,

Please note that the Board of Directors of Brookprop Management Services Private Limited, the manager of Brookfield India Real Estate Trust ("**Brookfield India REIT**") in its meeting held on Thursday, May 18, 2023, has inter-alia:

- (a) Approved the convening of an extraordinary meeting ("**EM**") of Unitholders and issue of notice for such EM to be held on June 12, 2023, at 4:30 pm IST through video conference or other audio-visual means for seeking approval of the Unitholders for the following matters:
- (i) Acquisitions of Candor G1 and MIOP for an acquisition price of ₹ 47,250 million and ₹ 1,504 million respectively
  - (ii) Acquisition of Kairos for an acquisition price of ₹ 65,000 million
  - (iii) Fund raising through an institutional placement(s) of units not exceeding ₹ 35,000 million in one or more placements;
  - (iv) Authority to increase the aggregate consolidated borrowings and deferred payments of Brookfield India REIT (net of cash and cash equivalents) up to 40% of the value of all the assets of the Brookfield India REIT and matters related thereto

Pursuant to Regulations 23 of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, please find enclosed the copy of notice of extraordinary meeting of Unitholders scheduled to be held on June 12, 2023, together with the annexures thereto (including the Transaction Document as defined and annexed thereto) as **Appendix I**.

**BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (As Manager of Brookfield India Real Estate Trust)**

Registered Office: Godrej BKC, Office No.2, 4th Floor, Plot C-68, 3rd Avenue, G-Block, Bandra Kurla Complex, Mumbai – 400051

Correspondence Address: Candor TechSpace, IT/ITES SEZ, Tower 5A, Tikri, Sector 48, Gurugram

T: 0124-3821400; 022-45832450 E: reit.compliance@brookfield.com; reit.manager@brookfield.com

Website of Brookfield India Real Estate Trust: <https://www.brookfieldindiareit.in/> CIN: U74999MH2018FTC306865

For more information, please visit the investor relations page of our website <https://www.brookfieldindiareit.in/>.

You are requested to take the above information on record.

Thanking You.  
Yours Faithfully,

**For Brookprop Management Services Private Limited  
(as a manager of Brookfield India Real Estate Trust)**

SAURABH JAIN Digitally signed  
by SAURABH JAIN  
Date: 2023.05.19  
07:41:33 +05'30'

**Saurabh Jain  
Company Secretary and Compliance Officer**

**CC:** Axis Trustee Services Limited  
Axis House, Bombay Dyeing Mills Compound  
Pandurang Budhkar Marg, Worli,  
Mumbai 400 025, Maharashtra, India

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## NOTICE

NOTICE IS HEREBY GIVEN THAT THE 3<sup>RD</sup> EXTRAORDINARY MEETING (“EM”) OF THE UNITHOLDERS (THE “UNITHOLDERS”) OF BROOKFIELD INDIA REAL ESTATE TRUST (THE “BROOKFIELD INDIA REIT”) WILL BE HELD ON MONDAY, JUNE 12, 2023 AT 4:30 PM IST THROUGH VIDEO CONFERENCING (“VC”) / OTHER AUDIO-VISUAL MEANS (“OAVM”), TO TRANSACT THE FOLLOWING BUSINESS (“NOTICE”) AND THE PRINCIPAL PLACE OF BUSINESS SHALL BE DEEMED TO BE THE VENUE OF THE MEETING

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**I. TO CONSIDER AND APPROVE THE ACQUISITION OF DOWNTOWN POWAI OWNED BY KAIROS PROPERTY MANAGERS PRIVATE LIMITED**

To consider and if thought fit, to pass the following resolution(s) by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution) in accordance with Regulation 22(5) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

**“RESOLVED THAT** pursuant to Regulation 19, 22 and any other applicable regulations of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including any applicable circulars, notifications, guidelines and clarifications issued thereunder from time to time (**“REIT Regulations”**), consent of the Unitholders be and is hereby accorded for the:

- a. acquisition of 50% (Fifty percent) of the share capital (on a fully diluted basis) of Kairos Property Managers Private Limited (**“Kairos”**) (which owns nine completed buildings comprising (a) Fairmont, (b) Winchester, (c) Alpha, (d) Delphi (including wings A, B and C), I Spectra, (f) Prudential, (g) Crisil House, (h) Ventura A (includes under-construction area of 74,668 sq. ft.); and (i) One Boulevard all located in Hiranandani Gardens, forming part of a larger township, at Powai, Mumbai 400 076, Maharashtra, India, together with land forming the footprint of and appurtenant to each of the buildings, along with amenities and rights to access roads on a non-exclusive basis set up over a total of 19.95 acres (**“Downtown Powai”**)), comprising 4,879,500 equity shares and 28,615,516 compulsorily convertible debentures from Project Diamond Holdings (DIFC) Limited (**“Project Diamond”**) and Project Cotton Holdings One (DIFC) Limited (**“Project Cotton”**) collectively with Project Diamond, the **“Kairos Sellers”**), in a single tranche, at an acquisition price of ₹ 65,000 million (Indian Rupees Sixty Five Thousand Million) subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties, to be paid in cash (as may be adjusted for the preferential allotment of Units, if any, in consideration for purchase of such equity shares by Brookfield India REIT), subject to applicable law, such other terms and conditions as may be mutually agreed among the parties to the transaction and applicable regulatory approvals (**“Kairos Acquisition”**).
- b. acquisition of the remaining 50% (Fifty percent) of the share capital (on a fully diluted basis) of Kairos, from Project Diamond, in the event Reco Europium Private Limited (an affiliate of GIC, a global institutional investor) (**“Reco Europium”**) does not acquire 50% of the share capital (on a fully diluted basis) of Kairos within the long stop date (as defined under the securities purchase

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agreement entered into by Reco Europium for the Kairos Acquisition), such that Brookfield India REIT owns 100% (One Hundred percent) of the share capital (on a fully diluted basis) of Kairos subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction;

- c. subscription to 1,750,000 unlisted non-convertible debentures of Kairos with a face value of ₹ 1,000 each and having such terms and conditions as set out in the debenture subscription agreement (“**Kairos Debenture Subscription Agreement**”) entered into between Kairos, Project Diamond, Brookfield India REIT and Reco Iris Private Limited (an affiliate of GIC, a global institutional investor), for a cash consideration of ₹ 1,750 million, to be utilized for payment of principal amount, interest/ coupon on compulsorily convertible debentures of Kairos held by Project Diamond and redemption amount on non-convertible debentures of Kairos held by Project Diamond FPI Holdings (DIFC) Limited, subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction; and
- d. subscription to unlisted non-convertible debentures of Kairos for an aggregate amount not exceeding ₹ 1,750 million to be utilized by Kairos for the purpose of partial repayment of certain external debt availed by Kairos or for such other purposes as will be set forth under the debenture subscription agreement in the form and format substantially similar to the terms under the Kairos Debenture Subscription Agreement.

**“RESOLVED THAT** the board of directors (“**Board**”) of Brookprop Management Services Private Limited (“**Manager**”) (including any committee(s) thereof) be and is hereby authorized on behalf of Brookfield India REIT to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to give effect to the abovementioned resolution or as otherwise considered by the Board of the Manager (including any committee(s) thereof) to be in the best interest of Brookfield India REIT, including to negotiate and finalize the terms and conditions of and execute any agreements, deeds, letters, undertakings and any other transaction agreements as specified in the securities purchase agreement, or otherwise in relation to the above transaction, including any amendments, supplements or modifications to such documents, as applicable or appropriate, to complete the above acquisition in a single tranche, and in relation to the above transaction, to sign, negotiate, finalise, execute, amend, deliver and terminate any agreements including securities purchase agreements, debenture subscription agreements, shareholders’ agreements, property management agreements, memoranda, documents, letters, deeds or instruments as may be required in this regard, as well as amendments or supplements, including to appoint any advisers, valuers, experts or other persons and to do all such acts, deeds, matters and things as it may, in its discretion, deem necessary, proper or desirable for such purpose, and to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required, and to settle any question, difficulty or doubt and further to do or cause to be done all such acts, deeds, matters and things and to give such directions and/ or instructions as it may from time to time decide and to accept and give effect to such modifications, adjustments, changes, variations, alterations, deletions and/ or additions as regards the terms and conditions as may be required without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval

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thereto expressly by the authority of this resolution.

**“RESOLVED FURTHER THAT** for the purpose of giving effect to these resolutions, the Board of the Manager be and is hereby authorized to delegate any or all of the powers conferred upon it by these resolutions to any committee constituted by the Board of the Manager or to one or more directors or officers of the manager of Brookfield India REIT, in accordance with applicable law.”

**“RESOLVED FURTHER THAT** all actions taken by the Board of the Manager (including any committee(s) thereof or any other authorised official by the Board or committee) authorized pursuant to the above resolution in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

## **II. TO CONSIDER AND APPROVE THE ACQUISITION OF CANDOR TECHSPACE G1 OWNED BY CANDOR GURGAON ONE REALTY PROJECTS PRIVATE LIMITED AND IN CONNECTION WITH IT, THE ACQUISITION OF MOUNTAINSTAR INDIA OFFICE PARKS PRIVATE LIMITED**

To consider and if thought fit, to pass the following resolution(s) by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution) in accordance with Regulation 22(5) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

**“RESOLVED THAT** pursuant to Regulations 19, 22 and any other applicable regulations of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including any applicable circulars, notifications, guidelines and clarifications issued thereunder from time to time (**“REIT Regulations”**), consent of the Unitholders of Brookfield India REIT be and is hereby accorded for:

- a. acquisition of 50% (Fifty percent) of the share capital (on a fully diluted basis) of Candor Gurgaon One Realty Projects Private Limited (**“Candor G1”**) (which owns and operates Candor Techspace G1, one of the largest high quality integrated office campuses in Gurugram (Delhi NCR), set up over a total of 25.19 acres in Sector 48, Gurugram, Haryana, India (**“Candor Techspace G1”**)) by way of: (i) subscription to 1 equity share and 2 compulsorily convertible debentures issued by Candor G1 and (ii) purchase of 5,031 equity shares and 4,559 compulsorily convertible debentures of Candor G1 from BSREP India Office Holdings II Pte. Ltd. (**“BSREP IOH II”**) and BSREP India Office Holdings Pte. Ltd. (**“BSREP IOH”** collectively with BSREP IOH II, the **“G1 Sellers”**) for an acquisition price of ₹ 47,250 million (Indian Rupees Forty Seven Thousand Two Hundred Fifty Million) subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties, which is proposed to be paid in cash subject to applicable law, such other terms and conditions as may be mutually agreed among the parties to the transaction and applicable regulatory approvals (**“G1 Acquisition”**).
- b. acquisition of the remaining 50% (Fifty percent) of the share capital (on a fully diluted basis) of Candor G1, from BSREP IOH II, in the event Reco Cerium Private Limited (an affiliate of GIC, a

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global institutional investor) ("**Reco Cerium**") does not acquire 50% of the share capital (on a fully diluted basis) of Candor G1 within the long stop date (as defined under the securities purchase agreement entered into by Reco Cerium for the G1 Acquisition ("**Reco Cerium SPA**")), such that Brookfield India REIT owns 100% (One Hundred percent) of the share capital (on a fully diluted basis) of Candor G1, subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction;

- c. in connection with the acquisition of Candor G1, the acquisition of 100% (One Hundred percent) of share capital (on a fully diluted basis) of Mountainstar India Office Parks Private Limited ("**MIOP**") under the option agreement (the "**MIOP Option Agreement**"), entered into between Brookfield India REIT, BSREP India Office Holdings IV Pte. Ltd. ("**BSREP IOH IV**"), BSREP IOH II and BSREP IOH for an acquisition price of ₹ 1,504 million, anytime within 30 (Thirty) months from a date to be determined during or at the end of the quarter in which closing under both the G1 SSPA and the Reco Cerium SPA, is achieved, at the option of the parties as set out in the MIOP Option Agreement, subject to fulfilment of certain conditions precedent, as set forth in the MIOP Option Agreement ("**MIOP Acquisition**");
- d. subscription to 300,000 unlisted non-convertible debentures of Candor G1 with a face value of ₹ 1,000 each and having such terms and conditions as set out in the debenture subscription agreement ("**G1 Debenture Subscription Agreement**") entered into between Candor G1, Brookfield India REIT, BSREP IOH II and Reco Iris Private Limited (an affiliate of GIC, a global institutional investor), for a cash consideration of ₹ 300 million, to be utilized for payment of interest/coupon on compulsorily convertible debentures held by BSREP IOH II, subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction; and
- e. subscribe to unlisted non-convertible debentures of Candor G1 for an aggregate amount not exceeding ₹ 5,000 million to be utilized by Candor G1 for the purpose of partial repayment of certain external debt availed by Candor G1 or such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms under the G1 Debenture Subscription Agreement.

**"RESOLVED THAT** the board of directors ("**Board**") of Brookprop Management Services Private Limited ("**Manager**") (including any committee(s) thereof) be and is hereby authorized on behalf of Brookfield India REIT to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to give effect to the abovementioned resolution or as otherwise considered by the Board of the Manager (including any committee(s) thereof) to be in the best interest of Brookfield India REIT, including to negotiate and finalize the terms and conditions of and execute any agreements, deeds, letters, undertakings and any other transaction agreements as specified in the securities purchase agreement, or otherwise in relation to the above transaction, including any amendments, supplements or modifications to such documents, as applicable or appropriate, to complete the above acquisition, and in relation to the above transaction, to sign, negotiate, finalise, execute, amend, deliver and terminate any agreements including securities purchase agreements, debenture subscription agreements, option agreement, shareholders'

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agreements, property management agreements, memoranda, documents, letters, deeds or instruments as may be required in this regard, as well as amendments or supplements, including to appoint any advisers, valuers, experts or other persons and to do all such acts, deeds, matters and things as it may, in its discretion, deem necessary, proper or desirable for such purpose, and to make any filings, furnish any returns or submit any other documents to any regulatory or governmental authorities as may be required, and to settle any question, difficulty or doubt and further to do or cause to be done all such acts, deeds, matters and things and to give such directions and/ or instructions as it may from time to time decide and to accept and give effect to such modifications, adjustments, changes, variations, alterations, deletions and/ or additions as regards the terms and conditions as may be required without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution.”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to these resolutions, the Board of the Manager be and is hereby authorized to delegate any or all of the powers conferred upon it by these resolutions to any committee constituted by the Board or to one or more directors or officers of the manager of Brookfield India REIT, in accordance with applicable law.”

“**RESOLVED FURTHER THAT** all actions taken by the Board of the Manager (including any committee(s) thereof or any other authorised official by the Board or committee) authorized pursuant to the above resolutions in connection with any matter(s) referred to or contemplated in the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.”

### **III. TO CONSIDER AND APPROVE THE RAISING OF FUNDS THROUGH AN INSTITUTIONAL PLACEMENT(S) OF UNITS NOT EXCEEDING ₹35,000 MILLION IN ONE OR MORE PLACEMENTS**

To consider and if thought fit, to pass the following resolution(s) by way of special majority (i.e., where the votes cast in favour of the resolution are required to be not less than one and half times the votes cast against the resolution) in accordance with Regulation 22(6) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

“**RESOLVED THAT** in supersession of the resolution of the Unitholders approving the raising of funds through an institutional placement, passed on June 23, 2022 and pursuant to regulation 22(6) or any other applicable provision of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including any applicable circulars, notifications, guidelines and clarifications issued thereunder from time to time (the “**REIT Regulations**”) and the provisions in relation to institutional placement in the Master Circular for Real Estate Investment Trusts (“**REITs**”) dated April 26, 2022 issued by Securities and Exchange Board of India (“**SEBI**”), as amended or clarified from time to time, including pursuant to the circulars dated November 27, 2019, March 13, 2020, September 28, 2020, August 26, 2022 and September 28, 2022 (such guidelines, the “**REIT Master Circular**”), the terms of the trust deed dated July 17, 2020 and investment management agreement dated July 17, 2020, the applicable provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder and such other applicable statutes, rules,

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regulations, guidelines, notifications, clarifications and circulars issued by the Government of India, the Reserve Bank of India, the Securities and Exchange Board of India (“SEBI”), the stock exchanges where the units of the Brookfield India Real Estate Trust (“Units”) are listed and any other regulatory or statutory authorities under any other applicable law, each as amended or clarified from time to time (such authorities, “Governmental Authorities”, and such law, “Applicable Law”), to the extent applicable and subject to the terms, conditions, modifications, consents, sanctions and approvals of the Governmental Authorities, as may be necessary and required, if any, the consent of the Unitholders, be and is hereby accorded to make invitations to offer, create, offer, issue and allot such number of Units to all or any institutional investors (as defined under the REIT Master Circular (“Institutional Investors”) who are authorized to invest in Units under Applicable Law through an institutional placement(s) in one or more placements of Units, (the “Institutional Placement”) whether or not such Institutional Investors are existing Unitholders, on the basis of the placement document(s), at such time or times in one or more placement or placements, for cash, for an aggregate amount up to ₹ 35,000 million at such price or prices, as the Board of the Manager or any committee constituted by the Board may deem fit, which shall not be lower than the price to be determined in accordance with the provisions of paragraph 7.9(A)(7.9.1) of the REIT Master Circular, which is a price not less than the average of the weekly high and low of the closing prices of the units of the same class quoted on the stock exchange during the two weeks preceding the relevant date (as defined in the REIT Master Circular) (the “QIP Floor Price”) with the option to give a discount of up to 5% on the QIP Floor Price or such other discount as permitted under Applicable Law in such manner and on such terms and conditions considering the prevailing market conditions and other relevant factors wherever necessary, as the Board of the Manager or any committee constituted by Board may decide in its absolute discretion in consultation with the lead managers/ merchant bankers to the Institutional Placement including the discretion to determine the categories of investors to whom the invitation to offer, offer, issue and allotment of new Units shall be made to the exclusion of others, any oversubscription if permissible under Applicable Law, the number of Units to be issued and allotted, fixing of record date or book closure, if required, in each case, subject to Applicable Law.”

“RESOLVED FURTHER THAT the consent of the Unitholders is hereby accorded to allotment of units to the sponsor for unsubscribed portion in the institutional placement, subject to compliance with the provisions of applicable law including the REIT Regulations and REIT Master Circular.”

“RESOLVED FURTHER THAT the following shall apply to the Institutional Placement:

- 1) the Units, shall be allotted in dematerialised form only within 365 days from the date of passing of the resolution of the unitholders of Brookfield India REIT or such other time as may be allowed under the REIT Regulations and/or REIT Master Circular, at a price or prices as the Board of Manager or any committee constituted by the Board may deem fit, which shall not be less than the price determined in accordance with REIT Master Circular with the authority to the Board or any committee constituted by the Board to offer a discount of not more than 5% on the QIP Floor Price or such other discount as may be permitted under REIT Regulations and/or REIT Master Circular;

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- 2) the “relevant date” for the purpose of pricing of any Units to be issued, shall be the date of the meeting in which the Board decides to open the proposed issue;
- 3) the Units shall rank *pari passu* in all respects including entitlement to distributions, voting rights or otherwise, with the existing units of Brookfield India REIT as may be provided under the terms of the Institutional Placement in accordance with relevant agreements.
- 4) The Units to be created, issued and allotted shall be subject to the provisions of the trust deed and investment management agreement of Brookfield India REIT
- 5) the Units allotted shall not be eligible for sale by the respective allottees, for a period of one year from the date of allotment, except on a recognized stock exchange or except as may be permitted from time to time by the REIT Regulations and/or REIT Master Circular.”

“**RESOLVED FURTHER THAT** without prejudice to the generality of the foregoing resolutions, the above Units may have such features or attributes or any terms or combination of terms as per the prevailing practices and regulations in the capital markets and as decided by the Board.”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to any offer, issue or allotment of Units, the Board or any committee constituted by the Board, be and is hereby authorized on behalf of the Brookfield India REIT to do all such acts, deeds, matters and things, as it may, in its absolute discretion, deem necessary or desirable for such purpose, including without limitation, deciding terms and conditions for issuance of Units including the number of such Units that may be offered in the domestic and international markets and proportion thereof, issue price and discounts permitted under Applicable Law, timing for issuance of such Units and shall be entitled to vary, modify or alter any of the terms and conditions as it may deem expedient, entering into and executing arrangements with lead managers, legal advisors, depositories, custodians, registrars, escrow agents and executing other agreements, including any amendments or supplements thereto, as necessary or appropriate and to finalize, approve or issue any document(s) or agreement(s), including but not limited to the placement document(s) and filing such documents (in draft or final form) with any Indian or foreign regulatory authority, including the SEBI or the Stock Exchanges, making applications to Governmental Authorities as may be required, making applications for consent to such third parties as may be determined by the Board or committee constituted by the Board or authorised officials authorised by the Board or committee in their absolute discretion and sign all deeds, documents and writings and to pay any fees, commission, remuneration and expenses relating thereto and with power on behalf of the Brookfield India REIT to settle all questions, difficulties or doubts that may arise in regard to the issue, offer or allotment of Units and take all steps which are incidental and ancillary in this connection, including in relation to the utilization of the issue proceeds, as it may in its absolute discretion deem fit without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution.”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to these resolutions, the Board be and is hereby authorized to delegate any or all of the powers conferred upon it by these resolutions to any

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committee constituted by the Board or to one or more directors or officers of the manager of Brookfield India REIT, in accordance with Applicable Law.”

“**RESOLVED FURTHER THAT** all actions taken by the Board (including any committee(s) thereof or any other authorised official by the Board or committee) authorized pursuant to the above resolution in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

#### **IV. TO CONSIDER AND APPROVE THE AGGREGATE CONSOLIDATED BORROWINGS AND DEFERRED PAYMENTS OF BROOKFIELD INDIA REAL ESTATE TRUST UP TO 40% OF THE VALUE OF ALL THE ASSETS OF THE BROOKFIELD INDIA REAL ESTATE TRUST AND MATTERS RELATED THERETO**

To consider and if thought fit, to pass the following resolution(s) by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution) in accordance with Regulation 22(5) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended:

“**RESOLVED THAT** pursuant to Regulations 20, 22 and any other applicable provisions of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, including applicable circulars, notifications, guidelines and clarifications issued thereunder from time to time (the "**REIT Regulations**") and any other provisions of any applicable law, trust deed of Brookfield India Real Estate Trust ("**Brookfield India REIT**"), the consent of the Unitholders, be and is hereby accorded to Brookfield India REIT and/or its Festus Properties Private Limited, Shantiniketan Properties Private Limited, Seaview Developers Private Limited, Candor Kolkata One Hi-Tech Structures Private Limited and including any other entity acquired by Brookfield India Real Estate Trust in future which qualify as a special purpose vehicle under the REIT Regulations ("**Asset SPVs**"), to borrow from time to time, any sum or sums of money not exceeding such amounts that, the aggregate consolidated borrowing and deferred payments of Brookfield India REIT (including its Asset SPVs), net of cash and cash equivalent, do not exceed 40% of the aggregate value of all the assets under Brookfield India REIT as assessed by the valuer in accordance with REIT Regulations from time to time, in whatever form including but not limited to debentures, term loans, external commercial borrowings, foreign currency bonds and such instruments, facilities and arrangements as permitted under applicable law, whether secured or unsecured, and secure such borrowing(s), as the board of directors of the manager ("**Board**") to Brookfield India REIT (which shall be deemed to include any duly constituted committee of the Board of the Manager to exercise its power including the powers conferred by this resolution) or the Asset SPVs, as the case may be, agree and to do all such acts, deeds and things and to execute all such documents, instruments and writings, and register all charges as may be required in this regard.”

“**RESOLVED FURTHER THAT** the Board (including any committee(s) thereof or Board of the Asset SPV (as the case may be) be and is hereby authorized on behalf of the Brookfield India REIT to do all acts, deeds, things, and matters, including sub-delegation of all, or any of these powers, as may be required or are necessary to give effect to these resolutions or as otherwise considered by the

#### **BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (As Manager of Brookfield India Real Estate Trust)**

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Board (including any Committee(s) thereof) to be in the best interest of Brookfield India REIT, for the purpose of giving effect to foregoing resolutions and to do all such acts, deeds, matters and things, as it may, in its absolute discretion, deem necessary or desirable for such purpose, including without limitation, terms and conditions for the debt to be availed, listing of debt instruments, issue of information memoranda or other offering documents, and shall be entitled to vary, modify or alter any of the terms and conditions as it may deem expedient, appointing and/or entering into and executing arrangements with banks, financial institutions, non-banking financial companies, credit rating agencies, debenture trustees, security trustee, registrars, lead arrangers and co-arrangers and other such intermediaries as may be required, including any amendments or supplements thereto, as necessary or appropriate and to finalize, approve or issue any document(s) or agreement(s) and filing such documents (in draft or final form) with any Indian or foreign regulatory authority or stock exchanges, making applications to governmental authorities as may be required, making applications for consent to such third parties as may be determined in its absolute discretion, opening of any bank accounts and entering into account control agreements with the relevant account banks, and sign all agreements, deeds, documents and writings and to pay any fees, costs, stamp duties, filing fees or other such expenses in connection with the debt raise and registration and perfection of the security (including for notarization of the power(s) of attorney), commission, remuneration and expenses relating thereto and with power on behalf of the Brookfield India REIT to settle all questions, difficulties or doubts that may arise in regard to such matters and take all steps which are incidental and ancillary in this connection as it may in its absolute discretion deem fit without being required to seek further consent or approval of the Unitholders or otherwise to the end and intent that the Unitholders shall be deemed to have given their approval thereto expressly by the authority of this resolution.”

“**RESOLVED FURTHER THAT** for the purpose of giving effect to these resolutions, the Board be and is hereby authorized on behalf of Brookfield India REIT to do and delegate any or all of the powers conferred upon it by these resolutions to any committee constituted by the Board or to one or more directors or officers of the manager of Brookfield India REIT, in accordance with applicable law.”

“**RESOLVED FURTHER THAT** all actions taken by the Board (including any committee(s) thereof or any other authorised official by the Board or committee) authorized pursuant to the above resolution in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.”

**For and on behalf of the Brookfield India Real Estate Trust,  
(acting through the Manager, Brookprop Management Services Private Limited)**

**Sd/-**

**Saurabh Jain**

**Company Secretary and Compliance Officer**

**Date:** May 18, 2023

**Place:** Mumbai

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## ANNEXURE A

### EXPLANATORY STATEMENT:

#### ITEM NO. I

#### A. ACQUISITION OF 50% OF KAIROS PROPERTY MANAGERS PRIVATE LIMITED

The Brookfield India REIT proposes to acquire 50% of the share capital (on a fully diluted basis) of Kairos Property Managers Private Limited (“**Kairos**”), which owns and operates nine completed buildings comprising (a) Fairmont, (b) Winchester, (c) Alpha, (d) Delphi (including wings A, B and C), I Spectra, (f) Prudential, (g) Crisil House, (h) Ventura A (includes under-construction area of 74,668 sq. ft.); and (i) One Boulevard all located in Hiranandani Gardens, forming part of a larger township, at Powai, Mumbai 400 076, Maharashtra, India, together with land forming the footprint of and appurtenant to each of the buildings, along with amenities and rights to access roads on a non-exclusive basis set up over a total of 19.95 acres (“**Downtown Powai**” and such acquisition the “**Kairos Acquisition**”). The remaining 50% of Kairos is being acquired by Reco Europium Private Limited (“**Reco Europium**”) an affiliate of GIC (a global institutional investor).

The acquisition price for the Kairos Acquisition is 65,000 million (based on the average value of the valuation done by two independent valuers as per Regulation 19(3) of REIT Regulations) subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties.

No acquisition fee is payable to the Manager for the Kairos Acquisition.

Project Diamond Holdings (DIFC) Limited (“**Project Diamond**”) and Project Cotton Holdings One (DIFC) Limited (“**Project Cotton**” along with Project Diamond, collectively the “**Kairos Sellers**” are part of the Brookfield group. BSREP India Office Holdings V Pte. Ltd., the sponsor of the Brookfield India REIT (“**Sponsor**”) and members of the sponsor group of the Brookfield India REIT, are also members of the Brookfield group.

In order to give effect to the Kairos Acquisition, Brookfield India REIT and Reco Europium have entered into a separate securities purchase agreement (together, the “**Kairos SPAs**” and such securities purchase agreement proposed entered into by the Brookfield India REIT, the “**Kairos SPA**”) to record the terms for the purchase of the securities of Kairos.

Further, Brookfield India REIT, Reco Europium and Kairos have entered into a shareholders’ agreement (“**Kairos SHA**”) to record their inter-se rights and obligations as shareholders of Kairos and the terms of management and governance of Kairos.

The Unitholders may note that, if ‘Completion’ (as defined under the securities purchase agreement entered into by Reco Europium SPA, the “**Reco Europium SPA**”) does not occur simultaneously with ‘Completion’ under the Kairos SPA, Brookfield India REIT, Kairos and Project Diamond, an entity

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forming part of the Brookfield Group, propose to enter into a shareholders' agreement to record their *inter-se* rights and obligations as shareholders of Kairos and the terms of management and governance of Kairos SHA ("**Kairos Interim SHA**"). Additionally, in the event Reco Europium does not acquire 50% of the share capital (on a fully diluted basis) of Kairos within the long stop date (as defined under the Reco Europium SPA) Brookfield India REIT (either by itself or through its holding vehicles and subsidiaries) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of Kairos from Project Diamond such that Brookfield India REIT owns 100% (One Hundred Percent) of the share capital of Kairos (on a fully diluted basis), within the prescribed timelines.

Kairos has entered into a property management agreement with Candor India Office Private Limited (an entity owned by Brookfield India REIT) ("**CIOP**") for the provision by CIOP of real estate operating services in relation to leasing, management and operations of Downtown Powai ("**Kairos PMA**").

The terms and conditions of the Kairos Acquisition, Kairos SPA, Kairos SHA, Kairos Interim SHA and Kairos PMA have been further detailed in the transaction document enclosed along with the Notice.

## **B. SUBSCRIPTION TO NCDS OF KAIROS**

Simultaneous to the occurrence of 'Completion' under the Reco Europium SPA, Brookfield India REIT proposes to subscribe to 1,750,000 unlisted non-convertible debentures ("**NCDS**") with a face value of ₹ 1,000 each issued by Kairos having such terms and conditions as set out in the debenture subscription agreement ("**Kairos Debenture Subscription Agreement**") entered into between Kairos, Brookfield India REIT, Project Diamond and Reco Iris Private Limited (affiliate of GIC, a global institutional investor) ("**Reco Iris**"), for a cash consideration of ₹ 1,750 million, to be utilized for payment of principal amount, interest/ coupon on compulsorily convertible debentures ("**CCDs**") held by Project Diamond and redemption amount on NCDS of Kairos held by Project Diamond FPI Holdings (DIFC) Limited, which is proposed to be paid subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction.

As set out under the Kairos SHA, Brookfield India REIT also proposes to subscribe to unlisted non-convertible debentures of Kairos for an aggregate amount not exceeding ₹ 1,750 million to be utilized by Kairos for the purpose of partial repayment of certain external debt availed by Kairos or for such other purposes as will be set forth under the debenture subscription agreement in the form and format substantially similar to the terms under the Kairos Debenture Subscription Agreement.

The terms and conditions of the Kairos Debenture Subscription Agreement have been further detailed in the transaction document enclosed along with the Notice.

## **Acquisition Mechanics**

While Brookfield India REIT intends to complete the Kairos Acquisition and G1 Acquisition in accordance with the terms of the Kairos SPA and G1 SSPA, respectively, and utilize the funds in accordance with the proposed plan set forth under "*Sources and uses of funds*" in the transaction

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document, depending upon the quantum of funds raised in the Institutional Placement or any other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, that may be undertaken by Brookfield India REIT in accordance with applicable law, Brookfield India REIT may proceed to complete the said acquisitions in the following manner:

- (i) first, at the minimum, complete the Kairos Acquisition and G1 Acquisition;
- (ii) next, partly repay the external debt of Candor G1 by subscribing to the unlisted NCDs of Candor G1, in the form and format substantially similar to the terms of subscription under the G1 Debenture Subscription Agreement, for an aggregate amount not exceeding ₹ 5,000 million; and
- (iii) thereafter, partly repay the external debt of Kairos by subscribing to the unlisted NCDs of Kairos, in the form and format substantially similar to the terms of subscription under the Kairos Debenture Subscription Agreement, for an aggregate amount not exceeding ₹ 1,750 million.

Further, purchase consideration of ₹ 16,963 million (as may be adjusted for the preferential allotment of Units, if any, in consideration for purchase of such Equity Shares by Brookfield India REIT) to: (i) acquire 50% (Fifty percent) of the share capital (on a fully diluted basis) of Kairos or 4,879,500 equity shares and 28,615,516 CCDs and (ii) subscribe to 1,750,000 NCDs, with a face value of ₹ 1,000 each for a cash consideration of ₹ 1,750 million under the Kairos Debenture Subscription Agreement, shall be paid from inter alia, the funds proposed to be raised through the Institutional Placement and other forms of fund raising, if any, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

The Kairos acquisition is subject to certain conditions precedent, including *inter alia* receipt of consents including lender consents or having provided lender intimations, as applicable, Unitholder approval and regulatory approvals (as applicable) set out in the transaction agreements.

None of the directors of the Manager (or their relatives) are interested in Kairos Acquisition as per the provisions of Section 184 of the Companies Act, 2013.

Since Kairos Acquisition is a related party transaction, Mr. Anuj Ranjan, Mr. Ankur Gupta and Mr. Thomas Jan Sucharda, (directors on the board of directors (“**Board**”) of the Manager), being employees of the Brookfield group have recused themselves from discussing and voting on decisions relating to Kairos Acquisition.

None of the directors or key managerial personnel of the Trustee (i.e., Axis Trustee Services Limited) are interested in the Kairos Acquisition.

Since this is a related party transaction, the Sponsor, Brookfield Corporation (erstwhile Brookfield Asset Management Inc)., BSREP India Office Holdings Pte. Ltd, BSREP II India Office Holdings II Pte. Ltd., BSREP India Office Holdings III Pte. Ltd., BSREP India Office Holdings IV Pte. Ltd. and BSREP India Office Holdings VI Pte. Ltd. (collectively the “**Sponsor Group**”) and their respective associates will not vote on this resolution in Item No. I approving the acquisition of Kairos.

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Pursuant to Regulation 19(5)(b)(i) of the REIT Regulations, the Kairos Acquisition requires the approval of Unitholders of the Brookfield India REIT in accordance with Regulation 22(5) of the REIT Regulations. The Board of the Manager recommends the passing of the above resolution as mentioned in Item No. I of this Notice by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution). The transaction document pursuant to Regulation 19(5)(c) of REIT Regulations is attached alongwith the Notice.

## ITEM NO. II

### A. ACQUISITION OF 50% OF CANDOR GURGAON ONE REALTY PROJECTS PRIVATE LIMITED

Brookfield India REIT proposes to acquire 50% of share capital (on a fully diluted basis) of Candor Gurgaon One Realty Projects Private Limited ("**Candor G1**" and such acquisition the "**G1 Acquisition**") which owns and operates Candor Techspace G1, one of the largest high quality integrated office campuses in Gurugram (Delhi NCR), set up over a total of 25.19 acres in Sector 48, Gurugram, Haryana, India ("**Candor Techspace G1**"). The remaining 50% of Candor G1 is being acquired by Reco Cerium Private Limited ("**Reco Cerium**"), an affiliate of GIC (a global institutional investor).

The acquisition price for the G1 Acquisition is ₹ 47,250 million (based on the average of the valuations from the two independent valuers as per the REIT regulations) subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties.

No acquisition fee is payable to the Manager for the G1 Acquisition.

BSREP India Office Holdings II Pte. Ltd. ("**BSREP IOH II**") and BSREP India Office Holdings Pte. Ltd. ("**BSREP IOH**" along with BSREP IOH II, collectively the "**G1 Sellers**") are part of the Brookfield group. The Sponsor and the Sponsor Group, are also members of the Brookfield group.

In order to give effect to the G1 acquisition, Brookfield India REIT and Reco Cerium have entered into a separate securities subscription and purchase agreement ("**G1 SSPA**") and securities purchase agreement ("**Reco Cerium SPA**"), respectively, (the Reco Cerium SPA and the G1 SSPA together, the "**G1 SPAs**") to record the terms for the purchase and subscription to the securities of Candor G1.

Further, Brookfield India REIT, Reco Cerium and Candor G1 have entered into a shareholders' agreement ("**G1 SHA**") to record their *inter-se* rights and obligations as shareholders of Candor G1, and the terms of management and governance of Candor G1.

The Unitholders may note that, if 'Completion' (as defined under the Reco Cerium SPA) does not occur simultaneously with 'Completion' under the G1 SSPA, Brookfield India REIT, G1 and BSREP IOH II, an entity forming part of the Brookfield Group, propose to enter into a shareholders' agreement to record their *inter-se* rights and obligations as shareholders of Candor G1 and the terms of management and governance of G1 SHA ("**G1 Interim SHA**"). Additionally, in the event Reco Cerium does not acquire 50% of the share capital (on a fully diluted basis) of Candor G1 within the long stop

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date (as defined under the Reco Cerium SPA) , Brookfield India REIT (either by itself or through its holding vehicles and subsidiaries) shall have the right (but not the obligation), subject to receipt of consents and approvals as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of Candor G1 from BSREP IOH II (an entity forming part of the Brookfield Group) such that Brookfield India REIT owns 100% (One Hundred Percent) of the share capital of Candor G1 (on a fully diluted basis), within the prescribed timelines.

Further, while 2.8 msf of the operating area of Candor Techspace G1 is leased, lease(s) for 0.3 msf of this area is expected to expire in FY24. Additionally, 0.9 msf of the operating area of Candor Techspace G1 is currently vacant. Accordingly, Candor G1 and MIOP have entered into an income support agreement for provision of income support to Candor G1 ("**Income Support Agreement**") for an eligible area of 1.2 msf, as set out in the Income Support Agreement, for an amount not exceeding ₹ 2,000 million in the manner agreed among the parties and in accordance with the terms of the Income Support Agreement.

The terms and conditions of the G1 Acquisition, G1 SSPA, G1 SHA, G1 Interim SHA and Income Support Agreement have been further detailed in the transaction document enclosed along with the Notice.

## **B. ACQUISITION OF MOUNTAINSTAR INDIA OFFICE PARKS PRIVATE LIMITED**

In connection with the G1 Acquisition, the Brookfield India REIT proposes to acquire 100% of the share capital (on a fully diluted basis) of Mountainstar India Office Parks Private Limited ("**MIOP**") from BSREP India Office Holdings IV Pte. Ltd., BSREP IOH II and BSREP IOH ("**MIOP Shareholders**") at an acquisition price of ₹ 1,504 million ("**MIOP Acquisition**") anytime within 30 (Thirty) months from a date to be determined during or at the end of the quarter in which closing under both the G1 SSPA and the Reco Cerium SPA is achieved, as set out under the options agreement entered into between the Brookfield India REIT and the MIOP Shareholders ("**MIOP Option Agreement**"). In accordance with the MIOP Option Agreement, Brookfield India REIT will have the right to require the MIOP Shareholders to sell their 100% shareholding in MIOP to Brookfield India REIT (either directly to Brookfield India REIT or to one of its SPVs or affiliates), and the MIOP Shareholders will also have the right to require Brookfield India REIT (either directly or through one of its SPVs or affiliates) to acquire 100% shareholding of MIOP from the MIOP Shareholders.

No acquisition fee is payable to the Manager for the MIOP Acquisition.

Candor G1 has entered into a property management agreement with MIOP for the provision by MIOP of real estate operating services in relation to leasing, management and operations of Candor G1 ("**G1 PMA**").

The terms and conditions of the MIOP Acquisition and the G1 PMA have been further detailed in the transaction document enclosed along with the Notice.

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### C. SUBSCRIPTION TO NCDS OF CANDOR G1

Simultaneous to the occurrence of 'Completion' under the Reco Cerium SPA, Brookfield India REIT proposes to subscribe to 300,000 unlisted NCDs with a face value of ₹ 1,000 each issued by Candor G1 having such terms and conditions as set out in the debenture subscription agreement ("**G1 Debenture Subscription Agreement**") entered into between Candor G1, Brookfield India REIT, BSREP IOH II and Reco Iris, for a cash consideration of ₹ 300 million, to be utilized for payment of interest/coupon on CCDs held by BSREP IOH II, which is proposed to be paid subject to applicable law and such other terms and conditions as may be mutually agreed among the parties to the transaction.

As set out under the G1 SHA, Brookfield India REIT also proposes to subscribe to unlisted non-convertible debentures of Candor G1 for an aggregate amount not exceeding ₹ 5,000 million to be utilized by Candor G1 for the purpose of partial repayment of certain external debt availed by Candor G1 or such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms under the G1 Debenture Subscription Agreement.

The terms and conditions of the G1 Debenture Subscription Agreement have been further detailed in the transaction document enclosed along with the Notice.

#### **Acquisition Mechanics**

While Brookfield India REIT intends to complete the Kairos Acquisition and G1 Acquisition in accordance with the terms of the Kairos SPA and G1 SSPA, respectively, and utilize the funds in accordance with the proposed plan set forth under "*Sources and uses of funds*" in the transaction document, depending upon the quantum of funds raised in the Institutional Placement or any other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, that may be undertaken by Brookfield India REIT in accordance with applicable law, Brookfield India REIT may proceed to complete the said acquisitions in the following manner:

- (i) first, at the minimum, complete the Kairos Acquisition and G1 Acquisition;
- (ii) next, partly repay the external debt of Candor G1 by subscribing to the unlisted NCDs of Candor G1, in the form and format substantially similar to the terms of subscription under the G1 Debenture Subscription Agreement, for an aggregate amount not exceeding ₹ 5,000 million; and
- (iii) thereafter, partly repay the external debt of Kairos by subscribing to the unlisted NCDs of Kairos, in the form and format substantially similar to the terms of subscription under the Kairos Debenture Subscription Agreement, for an aggregate amount not exceeding ₹ 1,750 million.

Further, the purchase consideration of ₹ 8,921 million to: (i) acquire 50% (Fifty percent) of the share capital (on a fully diluted basis) of Candor G1 or 5,032 equity shares and 4,561 CCDs, and (ii) subscribe to 300,000 NCDs with a face value of ₹ 1,000 each for a cash consideration of ₹ 300 million under the G1 Debenture Subscription Agreement, shall be paid inter alia, from the funds proposed to be raised through the Institutional Placement and any other forms of fund raising, if any, including

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preferential allotment of Units, for cash, and rights offering of Units, as may be undertaken in accordance with applicable law.

The G1 Acquisition and MIOF Acquisition are subject to certain conditions precedent, including *inter alia* receipt of consents including lender consents or having provided lender intimations, as applicable, Unitholder approval and regulatory approvals (as applicable) set out in the transaction agreements.

None of the directors of the Manager (or their relatives) are interested in the G1 Acquisition and MIOF Acquisition as per the provisions of Section 184 of the Companies Act, 2013.

Since the G1 Acquisition and MIOF Acquisition are related party transactions, Mr. Anuj Ranjan, Mr. Ankur Gupta and Mr. Thomas Jan Sucharda (directors on the Board of the Manager) being employees of the Brookfield group, have recused themselves from discussing and voting on decisions related to the G1 Acquisition and MIOF Acquisition.

None of the directors or key managerial personnel of the Trustee (i.e., Axis Trustee Services Limited) are interested in the G1 Acquisition and MIOF Acquisition.

Since this is a related party transaction, the Sponsor, the Sponsor Group and their respective associates will not vote on Item No. II approving the G1 Acquisition and MIOF Acquisition.

Pursuant to Regulation 19(5)(b)(i) of the REIT Regulations, the G1 Acquisition and MIOF Acquisition require the approval of Unitholders of the Brookfield India REIT in accordance with Regulation 22(5) of the REIT Regulations. The Board of the Manager recommends the passing of the above resolution as mentioned in Item No. II of this Notice by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution) of the Unitholders. The transaction document pursuant to Regulation 19(5)(c) of REIT Regulations is attached along with the Notice.

## ITEM NO. III

The Unitholders in their meeting held on June 23, 2022, had approved the raising of funds by the Brookfield India Real Estate Trust ("**Brookfield India REIT**") through an institutional placement of unit not exceeding ₹50,000 million. However, due to the market conditions during the year, Brookfield India REIT was not able to raise funds through institutional placement.

Now, Brookfield India REIT proposes to raise funds through an institutional placement(s) of units in one or more placements (together, the "**Institutional Placement**"), in cash, form an aggregate amount up to ₹ 35,000 million, to eligible institutional investors in accordance with (the REIT Regulations), read with the Master Circular for Real Estate Investment Trusts (REITs) dated April 26, 2022 issued by the Securities and Exchange Board of India, as amended or clarified from time to time, including pursuant to the circulars dated November 27, 2019, March 13, 2020, September 28, 2020, August 26, 2022 and September 28, 2022 (together, the "**REIT Master Circular**"), and other applicable laws and the terms of the trust deed dated July 17, 2020 and investment management agreement dated July 17, 2020, subject to the prevailing market conditions and other relevant factors

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wherever necessary.

Based on this resolution and subject to compliance with applicable law, the Brookfield India REIT may undertake more than one placement within a period of one year from the date of the EM. The proceeds from the Institutional Placement will be utilized for the: (1) acquisitions of Candor G1 and Kairos (2) partial repayment of loans availed by Candor G1 and Kairos and, (3) general corporate purposes.

None of the directors or key managerial personnel of the Manager (or their relatives) are interested in the Institutional Placement. None of the directors or key managerial personnel of the Trustee (i.e., Axis Trustee Services Limited) are interested in the Institutional Placement.

Pursuant to paragraph (7.2)(7.2.1) of the REIT Master Circular, a resolution of the existing Unitholders of the Brookfield India REIT approving the institutional placement is required in accordance with Regulation 22(6) of the REIT Regulations. Accordingly, the Board of the Manager recommends the passing of the above resolution as mentioned in Item No. III of this Notice by way of special majority (i.e., where the votes cast in favour of the resolution are required to be not less than one and half times the votes cast against the resolution) of the Unitholders.

## ITEM NO. IV

Regulation 20(3) of the REIT Regulations states that if the aggregate consolidated borrowings and deferred payments of a real estate investment trust (REIT), holdcos and SPVs, net of cash and cash equivalents, exceed 25% of the value of the REIT assets (as defined in the REIT Regulations), an approval from the Unitholders is required to be obtained (in terms of Regulation 22 of the SEBI REIT Regulations) and a credit rating shall be obtained from a credit rating agency registered with the Securities and Exchange Board of India (SEBI) for any further borrowing. Further, in accordance with Regulation 20(2) of the SEBI REIT Regulations, the aggregate consolidated borrowings and deferred payments of a REIT, holdcos and SPVs, net of cash and cash equivalents shall never exceed 49% of the value of the REIT assets (as defined in the REIT Regulations).

The Unitholders may note that pursuant to the acquisition of Seaview Developers Private Limited, the approval of the unitholders of Brookfield India REIT was obtained for increasing the limit from 25% to 35%, in the unitholders meeting held on January 14, 2022.

At present the aggregate consolidated borrowings, net of cash and cash equivalents of Brookfield India REIT (including its Asset SPVs) is 32% of assets of Brookfield India REIT.

Upon consolidation of the accounts of the Brookfield India REIT, the unsecured NCDs proposed to be issued to Reco Iris in accordance with the terms of the Kairos Debenture Subscription Agreement and G1 Debenture Subscription Agreement, respectively, (issued on the same terms as that to Brookfield India REIT) and additional non-convertible debentures to be issued as set out under the respective proposed shareholders agreements for Candor G1 and Kairos, to Reco Cerium and Reco Europium respectively (or to their respective affiliates), will be considered as third party debt under the REIT Regulations and the aggregate consolidated borrowings and deferred payments of the

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BIRET (on a consolidated level), net of cash and cash equivalents, will exceed the current approved threshold of 35% of the value of all the assets under the Brookfield India REIT. Further, in order to meet the additional funding requirements of the Brookfield India REIT for various purposes, including the Kairos Acquisition and G1 Acquisition, as well as to provide the flexibility to have an optimal capital structure, an increase in the aggregate consolidated borrowing and deferred payments of the Brookfield India REIT (net of cash and cash equivalents) to 40% of the aggregate value of all the assets under Brookfield India REIT as assessed by the valuer in accordance with REIT Regulations, that enables the Brookfield India REIT (on a consolidated level) to borrow additional amounts through any modes permitted under applicable law, whether secured or unsecured, on such terms and conditions as the Company may deem fit in the best interest of the Brookfield India REIT, is proposed.

In view of the above, the approval of the Unitholders is requested to increase the aggregate consolidated borrowing and deferred payments of the Brookfield India REIT (net of cash and cash equivalents) to 40% of the aggregate value of all the assets under Brookfield India REIT as assessed by the valuer in accordance with REIT Regulations. Please note that the proposed threshold of 40% of the gross asset value of the Brookfield India REIT is below the current regulatory limit of 49%.

The resolution contained in Items No. IV of the accompanying Notice seeks approval of the Unitholders to permit Brookfield India REIT and/or the SPVs to borrow from time to time, any sum or sums of money not exceeding such amounts that, the aggregate consolidated borrowing and deferred payments of Brookfield India REIT net of cash and cash equivalent, do not exceed 40% of the value of the assets of Brookfield India REIT (as set out in Regulation 20(3) of the REIT Regulations) from time to time and further enable the Manager to complete all procedural and other formalities in connection with any borrowing that may be availed by Brookfield India REIT (acting through the Manager or the trustee, as applicable) and the creation of charge on the assets of the Brookfield India REIT so to secure any such borrowings.

None of the directors or key managerial personnel of the Manager (or their relatives) are interested in this resolution. None of the directors or key managerial personnel of the Trustee (i.e., Axis Trustee Services Limited) are interested in this resolution.

Accordingly, the Board of the Manager recommends the passing of the above resolution as mentioned in Item No. IV of this Notice by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution) of Unitholders.

**For and on behalf of the Brookfield India Real Estate Trust,  
(acting through the Manager, Brookprop Management Services Private Limited)**

**Sd/-**

**Saurabh Jain**

**Company Secretary and Compliance Officer**

**Date:** May 18, 2023

**Place:** Mumbai

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## Notes:

1. In order to allow maximum participation of unit holders in the meeting and for better governance, SEBI vide circular no. SEBI/HO/DDHS/DDHS\_Div2/P/CIR/2023/13 dated January 12, 2023 (“**Circular**”), allowed real estate investment trusts (“**REITs**”) to conduct the meetings of unitholders through Video Conference (“**VC**”) or Other Audio-Visual Means (“**OAVM**”), without the physical presence of unitholders at a common venue. Hence, in compliance with the above Circular, the extraordinary meeting of unitholders of Brookfield India REIT (“**EM**”) is being held through VC/ OAVM.

Brookprop Management Services Private Limited (“**Manager**”), on behalf of Brookfield India REIT, is providing a facility to the unitholders as on the cut-off date, being Monday, June 5, 2023, (the “**Cut-Off Date**”) to exercise their right to vote by electronic voting systems from a place other than venue of the EM (“**Remote e-voting**”) on any or all of the items of business specified in the accompanying Notice. The Manager, on behalf of Brookfield India REIT, has engaged the services of Link Intime India Private Limited (“**Registrar and Transfer Agent**”) for the purpose of providing remote e-voting facility to the unitholders. The resolution assented to by the requisite majority of unitholders shall be deemed to have been passed at the date of the meeting convened in that behalf.

### **The detailed instructions and procedure for voting and participation is given as follows:**

Procedure and Instructions for participating in the EM through VC/ OAVM and voting on the date of EM is detailed in the Notice as below:

- (i) participation in the extraordinary meeting through OAVM through the Instameet platform of our Registrar and Transfer Agent detailed in **Annexure B** or;
  - (ii) Procedure and Instructions for “Remote e-voting” as **Annexure C**.
2. Only those Unitholders whose names are recorded in the Register of Beneficial Owners maintained by the Depositories as on the cut-off date i.e., Monday, June 5, 2023, will be entitled to cast their votes by Remote e-voting as well as voting in the EM.
  3. The Manager, on behalf of Brookfield India REIT, has engaged the services of Link Intime India Private Limited (Registrar and Transfer Agent) for the purpose of providing Remote e-voting facility to the unitholders.
  4. Unitholders are requested to read the instructions printed in the Notice for exercising their vote. Unitholders can exercise their vote on any or all of the items of business specified in the Notice.
  5. Unitholders may note that in accordance with the circular no. SEBI/HO/CFD/CMD/CIR/P/2020/242 issued by SEBI dated December 9, 2020, only the unitholders whose email Ids are updated with the depository would be able to cast their vote through remote e-voting facility. Unitholders whose email Ids are not registered are therefore requested to update their email Id with their depository in order to cast vote through remote-voting facility.

In case the unitholders are unable to update their email Id before the expiry of remote e-voting period, the unitholders may cast their vote through e-voting facility provided during the EM by

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following the instructions provided in **Annexure B** of this Notice.

6. As the EM shall be conducted through VC/OAVM, the facility for appointment of proxy by the Unitholders is not available for this EM, and hence, the proxy form and attendance slip including route map is not annexed.
7. **The explanatory statement setting out material facts, relating to business to be transacted at the extraordinary meeting is provided under Annexure A.**
8. The transaction document dated May 18, 2023 (“**Transaction Document**”) pursuant to the provisions of Regulations 19(5) and 19(6) of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, is annexed hereto as **Annexure D** and is also available at the investor relations page of Brookfield India REIT website at <https://www.brookfieldindiareit.in/investors>
9. Unitholders should read this notice and the explanatory statement together with the Transaction Document.
10. Valuation reports, each issued by Ms. L. Anuradha and ANVI Technical Advisors India private Limited, independent valuers, received in connection with the G1 and Kairos Acquisition are annexed with Transaction Document and are available at the investor relations page of Brookfield India REIT website at <https://www.brookfieldindiareit.in/investors>
11. Axis Capital Limited issued a fairness opinion to the Board of Directors of the Manager to the Brookfield India REIT, and opined that, subject to the assumptions and limitations of the scope, the proposed value of the G1 and Kairos Acquisition based on the recommendations set out in the valuation reports is fair, from a financial point of view, to the public Unitholders of the Brookfield India REIT. Further, it may be noted that Axis Capital Limited may in the past provided various services (including investment banking services through its affiliates), to the Brookfield India REIT and/or its portfolio companies or respective affiliates that are unrelated to the proposed transaction, for which services Axis Capital Limited has received or may receive customary fees and may continue to provide such services in the future.
12. Relevant documents referred to in the accompanying Notice, if any, are open for inspection by the Unitholders by mentioning the name, demat account number, e-mail id, mobile number to [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com).
13. The facility of participation at the EM through VC/OAVM will be made available to atleast 1,000 unitholders on a first come first served basis.
14. The facility for joining the meeting shall be kept open 15 minutes before the time scheduled to start the EM and shall not be closed until the expiry of 15 minutes after such scheduled time.
15. Unitholders connecting from mobile devices or tablets or through laptops connecting via mobile hotspot may experience audio/visual loss due to fluctuation in their network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches. Further, the unitholders are encouraged to join the meeting through laptops/tablets/desktops instead of mobile phone due to connectivity issues.

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16. Unitholders are requested to address all correspondence, including distribution matters, on the email Id [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com).
17. A copy of this notice is available on the website of Brookfield India REIT viz <https://www.brookfieldindiareit.in/investors>, and may also be accessed from the relevant section of the websites of the stock exchanges i.e. BSE Limited and National Stock Exchange of India Limited at [www.bseindia.com](http://www.bseindia.com) and [www.nseindia.com](http://www.nseindia.com), respectively. The EM Notice is also available on the website of Link Intime India Private Limited at [instavote.linkintime.co.in](http://instavote.linkintime.co.in).
18. Unitholders who have not registered their mobile numbers, e-mail addresses and Permanent Account Number so far are requested to register with their respective depository participants for receiving all communications including annual reports, half yearly reports, valuation reports, notices, circulars, etc. from the Manager, on behalf of Brookfield India REIT, electronically and also for the smooth Remote e-voting process.
19. **PROCEDURE TO RAISE QUESTIONS/ SEEK CLARIFICATIONS WITH RESPECT TO THE NOTICE:**

As the EM is being conducted through OAVM, for the smooth conduct of proceedings of the EM, Unitholders are encouraged to express their views/ send their queries in advance, mentioning their name demat account number, e-mail id, mobile number to [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com). Only questions / queries received by the Manager on or before 5.00 p.m. on Thursday, June 8, 2023, shall be considered and responded during the EM and the remaining queries that remain unanswered at the EM will be appropriately responded by the Manager at the earliest post the conclusion of the EM.

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## ANNEXURE-B

### INSTRUCTIONS FOR PARTICIPATION IN THE EXTRAORDINARY MEETING THROUGH VC/OAVM THROUGH THE INSTAMEET PLATFORM OF OUR REGISTRAR AND TRANSFER AGENT

1. Open the internet browser and launch the URL: <https://instameet.linkintime.co.in> and click on "Login"

- Select the "Brookfield India REIT" and 'Event Date' and register with your following details:

A. **Demat Account No. or Folio No.:** Enter your 16-digit Demat Account No.

- Unitholders holding shares in CDSL demat account shall provide 16 Digit Beneficiary ID.
- Unitholders holding shares in NSDL demat account shall provide 8 Character DP ID followed by 8 Digit Client ID.

B. **PAN:** Enter your 10-digit Permanent Account Number (PAN) (Unitholders who have not updated their PAN with the Depository Participant (DP)/Company shall use the sequence number provided to you, if applicable.)

C. **Mobile No.:** Enter your mobile number.

D. **Email ID:** Enter your email id, as recorded with your DP/Company.

In case the email Id of the unitholder is registered with the depository, the email Id will be populated automatically. In case your email Id is not registered with the depository, please enter your valid email Id.

Click "Go to Meeting" (You are now registered for InstaMeet and your attendance is marked for the meeting).

### **INSTRUCTIONS FOR UNITHOLDERS TO VOTE DURING THE EXTRAORDINARY MEETING THROUGH INSTAMEET:**

Once the e-voting is activated by the scrutinizer/ moderator during the meeting, unitholders who have not exercised their vote through the Remote e-voting can cast the vote as under:

1. On the Shareholders VC page, click on the link for e-voting "Cast your vote".
2. Enter your 16-digit Demat Account No. / Folio No. and OTP (received on the registered mobile number/ registered email Id) received during registration for InstaMeet and click on 'Submit'. In case the email Id is not registered, OTP will be received on email Id entered at the time of logging in Instameet platform.
3. After successful login, you will see "Resolution Description" and against the same the option "Favour/ Against" for voting.
4. Cast your vote by selecting appropriate option i.e., "Favour/Against" as desired. Enter the number of units (which represents no. of votes) as on the Cut-Off Date under 'Favour/Against'.

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5. After selecting the appropriate option i.e., Favour/Against as desired and you have decided to vote, click on “Save”. A confirmation box will be displayed. If you wish to confirm your vote, click on “Confirm”, else to change your vote, click on “Back” and accordingly modify your vote.
6. Once you confirm your vote on the resolution, you will not be allowed to modify or change your vote subsequently.

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## ANNEXURE – C

### INSTRUCTIONS FOR REMOTE E-VOTING FOR INDIVIDUAL UNITHOLDERS. THE UNITHOLDERS MAY USE ANY ONE METHOD

As per the SEBI circular dated December 9, 2020, individual shareholders holding securities in demat mode can register directly with the depository or will have the option of accessing various ESP portals directly from their demat accounts.

Unitholders having CDSL as their Depository: To follow the below process

#### METHOD 1 – From Easi/Easiest

##### Users who have registered/ opted for Easi/Easiest

- i. The URL for users to login to Easi/Easiest are <https://web.cdslindia.com/myeasinew/home/login> or [www.cdslindia.com](http://www.cdslindia.com).
- ii. Click on New System Myeasi
- iii. Login with user id and password
- iv. After successful login, user will be able to see e-voting menu. The menu will have links of E-voting service providers i.e., LINKINTIME
- v. Click on the LINKINTIME/Brookfield India REIT and you will be redirected to “InstaVote” website for casting your vote

OR

##### Users not registered for Easi/Easiest

- i. The option to register is available at <https://web.cdslindia.com/myeasinew/Registration/EasiRegistration>
- ii. Proceed with completing the required fields.
- iii. Post registration, user will be provided Login ID and password.
- iv. After successful login, user able to see e-voting menu.
- v. Click on the Link Intime/Brookfield India REIT to cast your vote.

#### METHOD 2 - By directly visiting the e-voting website of CDSL

- i. Visit URL: <https://www.cdslindia.com/>
- ii. Go to e-voting tab
- iii. Enter Demat Account Number and PAN No.
- iv. System will authenticate the user by sending OTP on registered Mobile and Email as recorded in Demat Account
- v. After successful authentication, user will be provided with Link Intime link where the evoting is in progress.

Unitholders having NSDL as their Depository: To follow the below process

#### METHOD 1 - If registered/ opted for NSDL IDeAS facility

##### Users who have registered for NSDL IDeAS facility:

- i. Visit URL: <https://eservices.nsdl.com> and click on “Beneficial Owner” icon under “Login”.
- ii. Enter user id and password. Post successful authentication, click on “Access to e-voting”
- iii. Click on Brookfield India REIT or “LINKINTIME” and you will be redirected to Link Intime website for casting the vote during the remote e-voting period.

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## OR

### User not registered for IDeAS facility:

- i. To register, click on the link <https://eservices.nsdl.com> and select "Register Online for IDeAS Portal" or click on <https://eservices.nsdl.com/SecureWeb/IdeasDirectReg.jsp> "
- ii. Proceed with completing the required fields
- iii. Post registration, user will be provided Login ID and password.
- iv. After successful login, click on "Access to e-voting".
- v. Click on Brookfield India REIT or Link Intime and you will be redirected to Link Intime website for casting the vote during the remote e-voting period.

### METHOD – 2 By directly visiting the e-voting website of NSDL

- i. Visit URL: <https://www.evoting.nsdl.com/>
- ii. Click on the icon "Login" which is available under 'Shareholder/Member' section
- iii. Enter User ID (i.e., your sixteen-digit demat account number held with NSDL), Password/OTP and a Verification Code as shown on the screen
- iv. Post successful authentication, you will be re-directed to NSDL depository site wherein you can see e-voting page.
- v. Click on Brookfield India REIT or LINKINTIME name and you will be redirected to Link Intime website for casting your vote during the Remote e-voting period.

### METHOD – 3 - Login through depository participants:

- i. Individual unitholders can also login using the login credentials of your demat account through your depository participant registered with NSDL/CDSL for e-voting facility.
- ii. After Successful login, unitholder will be able to see e-voting option.
- iii. Click on e-voting option, unitholder will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-voting feature.
- iv. Click on Brookfield India REIT or Link Intime, unitholder will be redirected to Link Intime website for casting their vote during the Remote e-voting period.

### HELPDESK FOR INDIVIDUAL UNITHOLDERS FACING TECHNICAL ISSUE

**CDSL** - Write to CDSL at [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or contact at 022- 23058738 and 022-23058542-43.

**NSDL** - Write to NSDL at [evoting@nsdl.co.in](mailto:evoting@nsdl.co.in) or call at toll free no.: 1800 1020 990 and 1800 22 44 30

**Important note:** Unitholders who are unable to retrieve User ID/ Password are advised to use Forget User ID and Forget Password option available at depository/ depository participants website.

### INSTRUCTIONS FOR UNITHOLDERS FOR REMOTE E-VOTING FOR UNITHOLDERS OTHER THAN INDIVIDUAL UNITHOLDERS:

#### STEP 1 - Registration

1. Go to <https://instavote.linkintime.co.in>

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2. Click on Sign up under “Corporate Body/ Custodian/Mutual Fund”
3. Fill up your entity details and submit the form.
4. A declaration form and organization ID is generated and sent to the Primary contact person email ID (which is filled at the time of sign up at S. No. 2 above). The said form is to be signed by the Authorised Signatory, Director, Company Secretary of the entity & stamped and sent to [insta.vote@linkintime.co.in](mailto:insta.vote@linkintime.co.in).
5. Thereafter, Login credentials (User ID; Organisation ID; Password) will be sent to Primary contact person’s email ID.
6. While first login, entity will be directed to change the password and login process is completed.

## STEP 2 – Investor Mapping - Individual

1. Go to <https://instavote.linkintime.co.in> and login with credentials as received in Step 1 above.
2. Click on “Investor Mapping” tab under the Menu Section
3. Map the Investor – Entity needs to provide the following details:
  - A. Entity’s demat details
    - *Members holding shares in NSDL demat account shall provide 8 Character DP ID followed by 8 Digit Client ID i.e., IN00000012345678*
    - *Members holding shares in CDSL demat account shall provide 16 Digit Beneficiary ID.*
  - B. Enter full name of the entity
  - C. Enter your 10 digit alpha-numeric PAN issued by Income Tax Department.
  - D. Attach Board resolution or Power of Attorney. File Name for the Board resolution/Power of Attorney shall be – DP ID and Client ID. Further, Custodians and Mutual Funds shall also upload specimen signature card.
4. Click on Submit button and investor will be mapped now.
5. The same can be viewed under the “Report Section”.

## STEP 3 – Voting through remote e-voting

The corporate unitholder can vote by two methods, once remote e-voting is activated:

### METHOD 1 - VOTES ENTRY

1. Login with credentials generated through registration in Step 1
2. Click on ‘Votes Entry’ tab under the Menu section.
3. Event No. will be available on the home page of Instavote before the start of remote evoting. Enter Event No. for which you want to cast vote;
4. Enter ‘16 digit Demat Account No.’ for which you want to cast vote.
5. Refer the Resolution description and cast your vote by selecting your desired option ‘Favour / Against’ (If you wish to view the entire Resolution details, click on the ‘**View Resolution**’ file link).
6. After selecting the desired option i.e., Favour / Against, click on ‘Submit’.
7. A confirmation box will be displayed. If you wish to confirm your vote, click on ‘Yes’, else to change your vote, click on ‘No’ and accordingly modify your vote. (Once you cast your vote on the resolution, you will not be allowed to modify or change it subsequently).

**OR**

### VOTES UPLOAD:

Login with credentials.

## BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (As Manager of Brookfield India Real Estate Trust)

Registered Office: Godrej BKC, Office No.2, 4th Floor, Plot C-68, 3rd Avenue, G-Block, Bandra Kurla Complex, Mumbai – 400051

Correspondence Address: Candor TechSpace, IT/ITES SEZ, Tower 5A, Tikri, Sector 48, Gurugram

T: 0124-3821400; 022-45832450 E: [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com); [reit.manager@brookfield.com](mailto:reit.manager@brookfield.com)

Website of Brookfield India Real Estate Trust: <https://www.brookfieldindiareit.in/> CIN: U74999MH2018FTC306865



# Brookfield

India Real Estate Trust

1. Alternatively, you will be able to see the notification for e-voting in inbox.
2. Select '**View**' icon for '**Brookfield India REIT / Event number**'. E-voting page will appear.
3. Download sample vote file from 'Download Sample Vote File' option; Cast your vote by selecting your desired option 'Favour / Against' in excel and upload the same under 'Upload Vote File' option.
4. Click on 'Submit'. 'Data uploaded successfully' message will be displayed. (Once you cast your vote on the resolution, you will not be allowed to modify or change it subsequently).

## Note:

1. The non-individual unitholders will only be able to view the units on the portal once remote e-voting is activated.
2. The non-individual unitholders who are already registered on the InstaVote platform, can login through their user ID and password.

## **Helpdesk for institutional unitholders & e- voting service provider is LINKINTIME.**

In case **unitholders for other than individuals** have any queries regarding e-voting, they may refer the **Frequently Asked Questions ('FAQs')** and **InstaVote e-voting manual** available at <https://instavote.linkintime.co.in>, under **Help** section or send an email to [enotices@linkintime.co.in](mailto:enotices@linkintime.co.in) or contact on: - Tel: 022-4918 6000.

## **GENERAL INSTRUCTIONS:**

The Unitholders are provided with the facility to cast their vote remotely on all resolutions set forth in this notice through Remote e-voting platform provided by Link Intime India Private Limited.

- i) The Remote e-voting facility shall be available during the following period:
  - a) Day, Date and time of commencement of Remote- e voting: **Friday, June 9, 2023 at 9:00 am.**
  - b) Day, date time of end of remote e-voting: **Sunday, June 11, 2023 at 5:00 pm.**
- ii) The voting rights of the unitholders holding units, in respect of e-voting shall be reckoned in proportion to their units in the unit capital as on the **Cut-Off Date** being **Monday, June 5, 2023**. A person who is not a unitholder as on the Cut-Off Date should treat Notice of this meeting for information purposes only.
- iii) The Remote e-voting will not be allowed beyond the aforesaid date and time and the e-voting module shall be disabled by Link Intime upon expiry of aforesaid period.
- iv) **Details of person to be contacted for issues relating to e-voting (helpline):** Mr. Ashish Updhyay - Associate – Technology Group, Link Intime India Private Limited, Unit: Brookfield REIT, C-101, 247 Park, LBS Marg, Vikhroli West, Mumbai – 400 083, +91 22 49186000 (Extn: 2711) and [enotices@linkintime.co.in](mailto:enotices@linkintime.co.in).

## **BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (As Manager of Brookfield India Real Estate Trust)**

Registered Office: Godrej BKC, Office No.2, 4th Floor, Plot C-68, 3rd Avenue, G-Block, Bandra Kurla Complex, Mumbai – 400051

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T: 0124-3821400; 022-45832450 E: [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com); [reit.manager@brookfield.com](mailto:reit.manager@brookfield.com)

Website of Brookfield India Real Estate Trust: <https://www.brookfieldindiareit.in/> CIN: U74999MH2018FTC306865

# Brookfield

India Real Estate Trust

- v) The Board of Directors of Manager has appointed Mr. Maneesh Gupta (Membership No. F 4982 and C. P. No. 2945), a Company Secretary in Practice, as the Scrutinizer to scrutinize the e-voting process in a fair and transparent manner.
- vi) The non-individual unitholders who have not registered themselves on the Link Intime portal (e-service provider) for remote e-voting facility but are participating in the EM and voting on the day of EM shall forward/email the copy of the board resolution/power of attorney on the date of extraordinary meeting to scrutinizer i.e., Mr. Maneesh Gupta to [guptamaneeshcs@gmail.com](mailto:guptamaneeshcs@gmail.com).
- vii) The Scrutinizer's decision on the validity of the vote shall be final.
- viii) Once the vote on a resolution stated in this notice is cast by unitholder through remote e-voting, the unitholder shall not be allowed to change it subsequently and such e-vote shall be treated as final. The unitholders who have cast their vote by remote e-voting may also attend the EM, however such unitholder shall not be allowed to vote again during the EM.
- ix) The Scrutinizer after scrutinizing the votes cast by remote e-voting and e-voting during the EM will make a consolidated scrutinizer's report and submit the same forthwith not later than 48 hours of conclusion of the EM to the Chairperson of the Manager or a person authorized by him in writing, who shall countersign the same.
- ix) The results declared along with the consolidated scrutinizer's report shall be hosted on the website of the Brookfield India REIT i.e. <https://www.brookfieldindiareit.in/investors> and on the website of Link Intime India Private Limited i.e., <https://instavote.linkintime.co.in>. The results shall simultaneously be communicated to BSE Limited (BSE) and the National Stock Exchange of India Limited (NSE).
- x) The resolutions shall be deemed to be passed at the registered office of the Manager on the date of the EM, subject to receipt of the requisite number of votes in favour of the resolutions.

## **BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (As Manager of Brookfield India Real Estate Trust)**

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Website of Brookfield India Real Estate Trust: <https://www.brookfieldindiareit.in/> CIN: U74999MH2018FTC306865

**INFORMATION AT GLANCE**

<b>Particulars</b>	<b>Details</b>
Time, Day and Date of EM	4:30 PM IST Monday, June 12, 2023
Mode	Video Conferencing and other audio-visuals means Participation through video conferencing
Helpline number for VC participation	Contact No. – 022 49186175 Email id – <a href="mailto:instameet@linkintime.co.in">instameet@linkintime.co.in</a>
Cut-off date for e-voting	Monday, June 5, 2023
E-voting start time and date	9:00 am, Friday, June 9, 2023
E-voting end time and date	5:00 pm, Sunday, June 11, 2023
EVENT No.	230132
Last date of sending question/queries in respect to notice	Thursday June 8, 2023
Name, address and contact details of Registrar and Transfer Agent and e-voting service provider	Mr. Ashish Upadhyay Associate -Technology Group Link Intime India Pvt. Ltd C 101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai - 400083 Email ID: <a href="mailto:enotices@linkintime.co.in">enotices@linkintime.co.in</a> Contact No. +91 22 49186000 (Extn: 2711)
Website of Brookfield India REIT and stock exchanges where notice along with the transaction document of unitholders meeting are available	A copy of this notice and transaction document is available on the website of Brookfield India REIT viz <a href="https://www.brookfieldindiareit.in/investors">https://www.brookfieldindiareit.in/investors</a> , and may also be accessed from the relevant section of the websites of the stock exchanges i.e. BSE Limited and National Stock Exchange of India Limited at <a href="http://www.bseindia.com">www.bseindia.com</a> and <a href="http://www.nseindia.com">www.nseindia.com</a> , respectively. The EM Notice will also be available on the website of Link Intime India Private Limited at <a href="http://instavote.linkintime.co.in">instavote.linkintime.co.in</a> .

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T: 0124-3821400; 022-45832450 E: [reit.compliance@brookfield.com](mailto:reit.compliance@brookfield.com); [reit.manager@brookfield.com](mailto:reit.manager@brookfield.com)Website of Brookfield India Real Estate Trust: <https://www.brookfieldindiareit.in/> CIN: U74999MH2018FTC306865

# Brookfield

## India Real Estate Trust

### **BROOKFIELD INDIA REAL ESTATE TRUST**

*(Registered in the Republic of India as an irrevocable trust under the Indian Trusts Act, 1882 and as a real estate investment trust under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, having registration number IN/REIT/20-21/0004)*

**Principal Place of Business:** Candor Techspace IT/ ITES SEZ, Building 5A/10, Sector-48, Tikri (Near Subash Chowk), Gurugram 122 018, Haryana, India

**Tel.:** +91 124-3821400; **E-mail:** reit.compliance@brookfield.com; **Website:** brookfieldindiareit.in

**BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED (IN ITS CAPACITY AS MANAGER TO BROOKFIELD INDIA REAL ESTATE TRUST (“BIRET”)) HAS ISSUED THIS TRANSACTION DOCUMENT UNDER REGULATIONS 19(5) AND 19(6) OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (REAL ESTATE INVESTMENT TRUSTS) REGULATIONS, 2014, AS AMENDED, IN RELATION TO:**




- I. DOWNTOWN POWAI ACQUISITION: ACQUISITION OF DOWNTOWN POWAI OWNED BY KAIROS PROPERTY MANAGERS PRIVATE LIMITED FOR AN ACQUISITION PRICE OF RS. 65,000 MILLION;**
- II. G1 ACQUISITION: ACQUISITION OF CANDOR TECHSPACE G1 OWNED BY CANDOR GURGAON ONE REALTY PROJECTS PRIVATE LIMITED FOR AN ACQUISITION PRICE OF RS. 47,250 MILLION; AND**
- III. ACQUISITION OF MOUNTAINSTAR INDIA OFFICE PARKS PRIVATE LIMITED FOR AN ACQUISITION PRICE OF RS. 1,504 MILLION.**

**IN ADDITION, THIS TRANSACTION DOCUMENT SPECIFIES CERTAIN DETAILS ON THE BELOW, INCLUDING PROPOSED FUND RAISING, WHICH IS PROPOSED TO BE UNDERTAKEN TO GIVE EFFECT TO (I) AND (II) ABOVE:**

- I. RAISING OF FUNDS THROUGH AN INSTITUTIONAL PLACEMENT OF UNITS OF BIRET NOT EXCEEDING RS. 35,000 MILLION TO INSTITUTIONAL INVESTORS.**
- II. APPROVAL OF BORROWING UP TO 40% OF THE AGGREGATE VALUE OF ALL THE ASSETS UNDER BIRET AS ASSESSED BY THE VALUER IN ACCORDANCE WITH THE REIT REGULATIONS AND MATTERS RELATED THERETO**

**If you have sold or transferred all your Units, you should immediately forward this Transaction Document, together with the notice of the EM, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.**

**This Transaction Document and any of its contents do not provide for and should not be construed as any assurance or guarantee of returns or distributions to investors.**

<b>FINANCIAL ADVISOR TO BIRET</b>	<b>LEGAL ADVISOR TO BIRET</b>
 <b>BofA SECURITIES</b>	 Shardul Amarchand Mangaldas
<b>BofA Securities India Limited</b>	<b>Shardul Amarchand Mangaldas &amp; Co</b>
<b>FINANCIAL ADVISOR TO THE SELLERS</b>	
 <b>Morgan Stanley</b>	
<b>Morgan Stanley India Company Private Limited</b>	

**THIS TRANSACTION DOCUMENT DOES NOT CONSTITUTE A PROSPECTUS, PLACEMENT DOCUMENT, OFFERING CIRCULAR OR OFFERING MEMORANDUM UNDER THE REIT REGULATIONS OR ANY OTHER APPLICABLE LAW IN INDIA OR IN ANY OTHER JURISDICTION. NO OFFER OR INVITATION OR RECOMMENDATION OR SOLICITATION OR INDUCEMENT IS BEING MADE THROUGH THIS TRANSACTION DOCUMENT TO THE UNITHOLDERS OR ANY OTHER PERSON WITHIN OR OUTSIDE INDIA TO BUY OR SELL ANY UNITS OR SECURITIES INCLUDING ANY UNITS OR SECURITIES OF: (A) BIRET; (B) THE SPVS; (C) THE TARGET SPVS; (D) ANY SELLERS IN RELATION TO THE ACQUISITION TRANSACTIONS; (E) THE SPONSOR OR ANY OF THE SUBSIDIARIES OF THE SPONSOR OR ANY MEMBER OF THE SPONSOR GROUP; (F) THE MANAGER; OR (G) THE TRUSTEE. THERE IS CURRENTLY A SINGLE CLASS OF UNITS AND THE UNITS PROPOSED TO BE ISSUED IN THE INSTITUTIONAL PLACEMENT SHALL RANK *PARI PASSU* WITH THE EXISTING LISTED UNITS.**

**NEITHER THIS TRANSACTION DOCUMENT NOR THE UNITS HAVE BEEN RECOMMENDED OR APPROVED BY THE SEBI OR ANY STOCK EXCHANGE IN INDIA NOR DOES THE SEBI OR ANY STOCK EXCHANGE IN INDIA GUARANTEE THE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS TRANSACTION DOCUMENT.**

**IF WE SHOULD AT ANY TIME COMMENCE AN OFFERING OF UNITS, DEBENTURES, OR ANY OTHER SECURITIES/ INSTRUMENTS OF BIRET, ANY DECISION TO INVEST IN ANY SUCH OFFER TO SUBSCRIBE FOR OR ACQUIRE UNITS, DEBENTURES, OR ANY OTHER SECURITIES/ INSTRUMENTS OF BIRET, MUST BE BASED WHOLLY ON THE INFORMATION CONTAINED IN AN OFFER DOCUMENT OR OFFERING CIRCULAR (INCLUDING THE RISK FACTORS MENTIONED THEREIN) ISSUED OR TO BE ISSUED IN CONNECTION WITH ANY SUCH OFFER AND NOT ON THE CONTENTS HEREOF. ANY PROSPECTIVE INVESTOR INVESTING IN SUCH INVITATION, OFFER OR SALE OF SECURITIES BY BIRET SHOULD CONSULT ITS OWN ADVISORS BEFORE TAKING ANY DECISION IN RELATION THERETO.**

**THESE MATERIALS ARE NOT AN OFFER OF UNITS FOR SALE INTO THE UNITED STATES OR ANY OTHER JURISDICTION. ANY UNITS REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM REGISTRATION. NO PUBLIC OFFERING OF UNITS IS BEING MADE IN INDIA, THE UNITED STATES OR ANY OTHER JURISDICTION.**

**This Transaction Document is for information purposes only without regard to specific objectives, financial situations or needs of any particular person and should not be disclosed, reproduced, retransmitted, summarized, distributed or furnished, in whole or in part, to any other person or persons. The Manager does not assume responsibility to publicly amend, modify or revise any statements in this Transaction Document on the basis of any subsequent development, information or events, or otherwise. This Transaction Document comprises information given in summary form and does not purport to be complete. For ease and simplicity of representation, certain figures may have been rounded. Neither the Manager nor any of its affiliates make any representation or warranty, express or implied, as to, and do not accept any responsibility or liability with respect to, any loss, howsoever, arising from any use or reliance on this Transaction Document or its content or otherwise arising in connection therewith. Unless otherwise stated in this Transaction Document, the information contained herein is based on management information as it exists as of date/date indicated and estimates. The information contained herein is subject to change without notice and past performance is not indicative of future results. No representation, warranty or undertaking, express or implied is made or assurance given that such statements, views, projections or forecasts, if any, are correct or that any objectives specified herein will be achieved. Certain information contained herein is based on or derived from, information provided by independent third party sources. While BIRET believes that such information is accurate as of the date it was produced and that the sources from which such information has been obtained are reliable, BIRET does not guarantee the accuracy or completeness of such information, and has not independently verified such information or the assumptions on which such information is based. This document is subject to the assumptions (if any) and notes contained herein.**

You should bear in mind that past performance is not necessarily indicative of future results and there can be no assurance that comparable results will be achieved, that an investment will be similar to the historic investments presented herein (because of economic conditions, the availability of investment opportunities or otherwise), that targeted returns, diversification or asset allocations will be met or that an investment strategy or investment objectives will be achieved. Nothing contained herein should be deemed to be a prediction or projection of future performance.

This Transaction Document contains certain “forward looking statements”. All such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Such forward-looking statements are made based on the Manager's current expectations or beliefs as well as assumptions made by, and information currently available to the Manager. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There may be additional material risks that are currently not considered to be material or of which BIRET and any of its representatives are unaware. Factors that could cause actual results to differ materially from those set forward in the forward-looking statements or information include but are not limited to: general economic conditions, changes in interest and exchange rates, availability of equity and debt financing and risks particular to underlying portfolio company investments. There is no guarantee that BIRET will be able to successfully execute all or any future deals, projects or exit strategies, achieve leasing plans, secure debt or receive development approvals. Industry experts may disagree with the assumptions used in presenting the projected results. Any changes to assumptions could have a material impact on projections and actual returns. Actual returns on unrealized investments will depend on, among other factors, future operating results, the value of the assets and market conditions at the time of disposition, legal and contractual restrictions on transfer that may limit liquidity, any related transaction costs and the timing and manner of sale, all of which may differ from the assumptions and circumstances on which the valuations used in the prior performance data contained herein are based. Accordingly, the actual realized returns on unrealized investments may differ materially from the returns indicated herein. Against the background of these uncertainties, readers should not rely on these forward-looking statements.

This Transaction Document is dated May 18, 2023.

<b>PROGRAMME FOR EM OF UNITHOLDERS</b>	
<b>Cut-Off Date</b>	June 5, 2023
<b>Date and time of EM</b>	June 12, 2023
<b>Venue of EM</b>	N.A.*
<b>E-voting start time and date</b>	Friday, June 9, 2023, 9:00 a.m. (IST)
<b>E-voting end time and date</b>	Sunday, June 11, 2023, 5:00 pm (IST)

*\*Meeting will be held through video-conferencing facility in accordance with the SEBI circular bearing reference no. SEBI/HO/DDHS/DDHS\_Div2/P/CIR/2023/13 dated January 12, 2023, on 'Facility of conducting meetings of unit holders of REITs through Video Conferencing or Other Audio-Visual means'.*



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**SECTION I**

**A. Basis of Presentation of Pro-forma and Certain Other Information**

***Pro-forma Metrics***

In this Transaction Document, BIRET presents certain unaudited, pro-forma operational and financial metrics (the “**Pro-forma Metrics**”) as of and for the 12 months ended March 31, 2023, as adjusted to give effect to all of the following events, as if they had occurred on April 1, 2022 (collectively, the “**Acquisition Related Events**”):

- the completion of the Downtown Powai Acquisition; and
- the completion of G1 Acquisition.

The Pro-forma Metrics will vary in case any of the above assumptions change, including any changes in the consideration for acquisitions of the Target Assets on account of potential closing adjustments. The metrics of the entities/ businesses being acquired have been computed on the same basis as the corresponding metrics of BIRET as of/ for the 12 months ended March 31, 2023.

This Transaction Document, specifically the section titled “*Information regarding Downtown Powai SPV, G1 SPV and MIOP*”, comprises certain unaudited financial information of the Downtown Powai SPV and G1 SPV as of and for the year ended March 31, 2023 which may be subject to change upon completion of audit, including changes relating to the constituent metrics on account of regrouping and presentation of such metrics.

Any metrics referred to in the Transaction Document (including the metrics set out below) in relation to the Pro-forma Portfolio will be deemed to be a part of the Pro-forma Metrics.

- Pro-forma Consolidated Adjusted NOI
- Pro-forma NDCF
- Pro-forma NDCF per unit
- Pro-forma Consolidated GAV
- Pro-forma Consolidated Net Debt
- Pro-forma LTV
- Estimated NOI and
- Estimated NOI Yield

The Pro-forma NDCF assumes that (a) the Income Support Agreement was in-place for the entire financial year ending March 31, 2023 through the Income Support Agreement which is expected to be effective Commencement Date (*defined under the Income Support Agreement*); and (b) partial repayment of external debt availed by the Target SPVs and refinancing of external debt of the Target SPVs on terms sanctioned by the prospective lenders. For further details on the Income Support related metrics, please see “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*”.

The Pro-forma Metrics are presented for illustrative purposes only and do not purport to represent what the actual results of operations would have been if the events for which the adjustments were made had occurred on the dates assumed, nor does it purport to project BIRET's results of operations for any future period or its financial condition at any future date. BIRET's future operating results and the actual outcome of acquisitions of the Target Assets may differ materially from the pro forma amounts set out in this Transaction Document due to various factors, including changes in operating results. Further, the Pro-forma Metrics have not been prepared in accordance with the requirements of Regulation S-X under the U.S. Securities and Exchange Act of 1934, as amended, U.S. GAAP, IFRS

or Ind-AS. The resulting Pro-forma Metrics have not been audited or reviewed in accordance with U.S. GAAP, IFRS or Ind-AS.

The Pro-forma Metrics address hypothetical situations and do not represent BIRET's actual consolidated financial condition, distributions or results of operations, and is not intended to be indicative of our future financial condition, distributions and results of operations. The adjustments set forth in the Pro-forma Metrics are based upon available information and assumptions that the Manager believes to be reasonable. The rules and regulations related to the preparation of pro-forma financial information in other jurisdictions may vary significantly from the basis of preparation for the pro-forma financial information. Accordingly, the pro-forma financial information should not be relied upon as if it has been prepared in accordance with those standards and practices.

Further, each Acquisition Related Event described above is subject to the completion of various conditions and there is no assurance that the various Acquisition Related Events will all be successfully completed. In case any one or more of the Acquisition Related Events are not completed, the Pro-forma Metrics presented herein would be entirely incorrect.

Readers should note that a presentation of the Acquisition Related Events, on a pro-forma basis, should not be construed to mean that acquisitions of the Target Assets or the Acquisition Related Events will definitely occur, including as described in this Transaction Document.

### ***Industry and Market Data***

Unless stated otherwise, industry and market data used in this Transaction Document is based on C&W Research and is confirmed by C&W, who has been engaged by the Manager.

Industry publications generally state that the information contained in such publications has been obtained from publicly available documents from various sources believed to be reliable but their accuracy and completeness are not guaranteed and their reliability cannot be assured. The data used in these sources may have been re-classified for the purposes of presentation. Data from these sources may also not be comparable. Such data involves risks, uncertainties and numerous assumptions and is subject to change based on various factors.

The extent to which the market and industry data used in this Transaction Document is meaningful depends on the reader's familiarity with and understanding of the methodologies used in compiling such data. There are no standard data gathering methodologies in the industry in which business of BIRET is conducted, and methodologies and assumptions may vary widely among different industry sources.

### ***Certain Other Information***

Certain data contained in this Transaction Document, including financial information, has been subject to rounding adjustments. Accordingly, in certain instances, the sum of the numbers in a column, row or table may not conform exactly to the total figure given for that column, row or table, or the sum of certain numbers presented as a percentage may not conform exactly to the total percentage given.

Certain information in this Transaction Document (in particular, the Pro-forma Metrics) have been presented to show the impact of the acquisitions of the Target Assets, for presentation purposes only.

All operating or financial metrics presented in this Transaction Document are as of/ for the 12 months ended March 31, 2023, unless otherwise indicated.

All figures corresponding to year denoted with "FY" are, as of or for the one year period ending (as may be relevant) 31<sup>st</sup> March of the respective year. Similarly, all figures corresponding to year denoted with "CY" are, as of or for the one year period ending (as may be relevant) 31<sup>st</sup> December of the respective year. Unless specifically mentioned otherwise, any reference to year refers to CY and financial year to FY.

## B. Overview of the Acquisition Transactions

This summary is qualified in its entirety by, and should be read together with, the information included in other sections of this Transaction Document. See, in particular, the section titled "Section I – A. Basis of Presentation of Pro Forma and Certain Other Information" and "Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP".

Particulars	Details
<b>Target SPVs</b>	Kairos Property Managers Private Limited (" <b>Downtown Powai SPV</b> ") and Candor Gurgaon One Realty Projects Private Limited (" <b>G1 SPV</b> ")
<b>Acquisition Overview</b>	<p>Acquisition of 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV#, which owns and operates Downtown Powai comprising nine buildings, all located in Hiranandani Gardens, forming part of a larger township at Powai together with land forming the footprint of and appurtenant to each of the buildings, along with amenities and rights to access roads on a non-exclusive basis set up over a total of 19.95 acres.</p> <p>Acquisition of 50% of the share capital (on a fully diluted basis) of G1 SPV*, which owns and operates an IT/ITES SEZ called Candor Techspace IT/ITES SEZ), set up over a total of 25.19 acres in Sector 48, Gurugram, Haryana, India.</p>
<b>Consideration NCDs</b>	<p><u>Downtown Powai Acquisition:</u></p> <p>Simultaneous to the occurrence of 'Completion' under the Reco Europium SPA, BIRET has agreed to subscribe to 1,750,000 unlisted non-convertible debentures of Downtown Powai SPV with a face value of Rs. 1,000 each and having such terms and conditions as set out in the Downtown Powai Debenture Subscription Agreement, for a cash consideration of Rs. 1,750 million, to be utilized by Downtown Powai SPV towards payment of (a) interest/ coupon on the CCDs held by Project Diamond; and (b) principal amount, interest/ coupon and redemption amount on unlisted NCDs to be issued to Project Diamond FPI, pursuant to the implementation of the Composite Scheme.</p> <p><u>G1 Acquisition:</u></p> <p>Simultaneous to the occurrence of 'Completion' under the Reco Cerium SPA, BIRET has agreed to subscribe to 300,000 unlisted non-convertible debentures of G1 SPV with a face value of Rs. 1,000 each and having such terms and conditions as set out in the G1 Debenture Subscription Agreement, for a cash consideration of Rs. 300 million, to be utilized by G1 SPV towards payment of interest/ coupon on CCDs held by BSREP IOH II.</p>
<b>Debt Repayment NCDs</b>	<p><u>Downtown Powai Acquisition:</u></p> <p>As set out under the Downtown Powai SHA, BIRET proposes to subscribe to unlisted non-convertible debentures of Downtown Powai SPV for an amount not exceeding Rs. 1,750 million (or such reduced amount in accordance with the Downtown Powai SHA) to be utilized by Downtown Powai SPV for the purpose of partial repayment of certain external debt availed by Downtown Powai SPV or for such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms of subscription under the Downtown Powai Debenture Subscription Agreement.</p> <p><u>G1 Acquisition:</u></p> <p>As set out under the G1 SHA, BIRET proposes to subscribe to unlisted non-convertible debentures of G1 SPV for an amount not exceeding Rs. 5,000 million (or such reduced amount in accordance with the G1 SHA) to be utilized by G1 SPV for the purpose of partial repayment of certain external debt availed by G1 SPV or for such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms of subscription under the G1 Debenture Subscription Agreement.</p>
<b>Selling Parties</b>	Downtown Powai SPV - Project Diamond and Project Cotton G1 SPV - BSREP IOH II and BSREP IOH
<b>Total Leasable Area</b>	6.5 MSF
<b>Operating Area</b>	6.3 MSF
<b>Committed Occupancy</b>	81%

Particulars	Details	
<b>Effective Occupancy</b>	<b>Economic</b>	96%
<b>No. of Office Tenants</b>		70
<b>WALE</b>		5.4 Yrs.
<b>In-place rent</b>		115 psf / month
<b>Market Rentals</b>		120 psf / month
<b>MTM Potential</b>		4.3%
<b>Independent Valuation</b>	<b><u>Downtown Powai SPV</u></b>	<b><u>G1 SPV</u></b>
	<b>Ms. L. Anuradha<sup>1</sup></b>	
	▶ Rs. 69,015 million	▶ Rs. 49,949 million
	<b>ANVI Technical Advisors Private Limited<sup>2</sup></b>	
	▶ Rs. 68,984 million	▶ Rs. 50,378 million
<b>Acquisition Price</b>	Rs. 112,250 million, a discount of 5.80% to the average of the independent valuations (Rs. 119,163 million <sup>3</sup> )	

<sup>#</sup>In the event 'Completion' under the Reco Europium SPA does not occur within the 'Long Stop Date' (as set out under the Reco Europium SPA), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV such that BIRET owns 100% of the share capital (on a fully diluted basis) of the Downtown Powai SPV within the timelines mentioned in the Downtown Powai Interim SHA.

<sup>\*</sup>In the event 'Completion' under the Reco Cerium SPA does not occur within the 'Long Stop Date' (as set out under the Reco Cerium SPA), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of G1 SPV from BSREP IOH II such that BIRET owns 100% of the share capital (on a fully diluted basis) of the G1 SPV within the timelines mentioned in the G1 Interim SHA.

### **MIOP Acquisition:**

MIOP, forming part of the Brookfield Group, is engaged in the business of providing property management services. In relation to the acquisition of Candor G1, BIRET (either directly or through its holding company, SPV or affiliate subject to compliance with applicable law) also proposes to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders. Upon termination of the Income Support Agreement, BIRET has the right to require the MIOP Shareholders to sell 100% of the share capital of MIOP (on a fully diluted basis) to BIRET and the MIOP Shareholders also have the right to require BIRET to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders, in each case for a consideration of ₹ 1,504 million, exercisable no later than 30 months from the 'Commencement Date' (as defined under the Income Support Agreement), in accordance with the provisions of the MIOP Option Agreement. For details, see "Section III – D. Key Terms of the Transaction Agreements – MIOP Option Agreement".

Presently, MIOP and G1 SPV have entered into the G1 Property Management Agreement appointing MIOP to provide real estate operating services in relation to the leasing, management and operations of Candor Techspace G1 and administration of the Company's functions, from time to time, in accordance with the provisions set for under the G1 Property Management Agreement. For details, see "Section III – D. Key Terms of the Transaction Agreements – For the G1 Acquisition: G1 Property Management Agreement".

<sup>1</sup> Independent valuation undertaken by Ms. L. Anuradha. Cushman & Wakefield India Private Limited has issued the independent property consultant report wherein it has reviewed the assumptions, approach and the methodologies used for the valuation undertaken by Ms. L. Anuradha.

<sup>2</sup> Independent valuation undertaken by ANVI Technical Advisors Private Limited. Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the said valuation in accordance with applicable standards.

<sup>3</sup> Sum of the average of the independent valuations of Downtown Powai SPV and G1 SPV.

**Sources and uses of funds:**

Sources of Funds <sup>^</sup>	(Rs. million)	Uses of Funds	(Rs. million)
Equity issuance <sup>*</sup>	34,000	Consideration to the Sellers <sup>§</sup>	25,883
		Repayment of debt	6,750
		BIRET transaction expenses/ Cash reserves	1,367
<b>Total Sources</b>	<b>Rs. 34,000</b>	<b>Total Uses</b>	<b>Rs. 34,000</b>

<sup>\*</sup>In addition to the Institutional Placement, BIRET may, subject to market conditions and other relevant factors, also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law, including obtaining the approval of the Board and its Unitholders, as required.

<sup>^</sup>The information presented in this table are estimates. Actual amounts may vary. Net of security deposits, other net liabilities and adjustments.

<sup>§</sup>The consideration is subject to closing adjustments on the date of share transfer.

**Acquisition Mechanics**

While BIRET intends to complete the Downtown Powai Acquisition and G1 Acquisition in accordance with the terms of the Downtown Powai REIT SPA and G1 REIT SSPA, respectively, and utilize the funds in accordance with the proposed plan set forth above under “- Sources and uses of funds”, depending upon the quantum of funds raised in the Institutional Placement or any other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, that may be undertaken by BIRET in accordance with applicable law, BIRET may proceed to complete the said acquisitions in the following manner:

- (i) first, at the minimum, complete the Downtown Powai Acquisition and G1 Acquisition;
- (ii) next, partly repay the external debt of the G1 SPV by subscribing to the G1 Debt Repayment NCDs; and
- (iii) thereafter, partly repay the external debt of the Downtown Powai SPV by subscribing to the Downtown Powai Debt Repayment NCDs.



### C. Summary of the Downtown Powai Acquisition

This summary is qualified in its entirety by, and should be read together with, the information included in other sections of this Transaction Document. See, in particular, the section titled “Section I – A. Basis of Presentation of Pro Forma and Certain Other Information” and “Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP”.

Particulars	Details
<b>Target SPV</b>	Kairos Property Managers Private Limited (“ <b>Downtown Powai SPV</b> ”)
<b>Acquisition Overview</b>	Acquisition of 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV*, which owns and operates Downtown Powai comprising nine buildings, all located in Hiranandani Gardens, forming part of a larger township at Powai together with land forming the footprint of and appurtenant to each of the buildings, along with amenities and rights to access roads on a non-exclusive basis set up over a total of 19.95 acres.
<b>Consideration NCDs</b>	Simultaneous to the occurrence of ‘Completion’ under the Reco Europium SPA, BIRET has agreed to subscribe to the Downtown Powai Consideration NCDs
<b>Debt Repayment NCDs</b>	As set out under the Downtown Powai SHA, BIRET proposes to subscribe to the Downtown Powai Debt Repayment NCDs
<b>Selling Parties</b>	Project Diamond and Project Cotton
<b>Total Leasable Area</b>	2.7 MSF
<b>Operating Area</b>	2.7 MSF
<b>Committed Occupancy</b>	89%
<b>No. of Office Tenants</b>	51
<b>WALE</b>	3.8 Yrs.
<b>In-place rent</b>	163 psf / month
<b>Market Rentals</b>	167 psf / month
<b>MTM Potential</b>	2.8%
<b>Independent Valuation</b>	Ms. L. Anuradha <sup>4</sup> ANVI Technical Advisors Private Limited <sup>5</sup> ▶ Rs. 69,015 million ▶ Rs. 68,984 million
<b>Acquisition Price</b>	Rs. 65,000 million, a discount of 5.80% to the average of the two independent valuations (Rs. 69,000 million)

\*In the event ‘Completion’ under the Reco Europium SPA does not occur within the ‘Long Stop Date’ (as set out under the Reco Europium SPA), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV such that BIRET owns 100% of the share capital (on a fully diluted basis) of the Downtown Powai SPV within the timelines mentioned in the Downtown Powai Interim SHA.

#### Transaction mechanics:

- We propose to undertake the Downtown Powai Acquisition by acquiring Downtown Powai SPV from its current shareholders (i.e., the Downtown Powai Sellers) under the ROFO Agreement in accordance with the terms of the Downtown Powai REIT SPA.
- We propose to acquire the Downtown Powai Securities from the Downtown Powai Sellers (i.e., 4,879,500 Equity Shares and 28,615,516 CCDs) in a single tranche, resulting in acquisition of 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV and subscribe to the Downtown Powai Consideration NCDs for a total cash consideration of Rs. 16,963 million (as may be adjusted for the preferential allotment of Units, if any, in consideration for purchase of such Equity Shares by BIRET) proposed to be raised through

<sup>4</sup> Independent valuation undertaken by Ms. L. Anuradha. Cushman & Wakefield India Private Limited has issued the independent property consultant report wherein it has reviewed the assumptions, approach and the methodologies used for the valuation undertaken by Ms. L. Anuradha.

<sup>5</sup> Independent valuation undertaken by ANVI Technical Advisors Private Limited. Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the said valuation in accordance with applicable standards.

the Institutional Placement and other forms of fund raising, if any, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

Additionally, Reco Europium proposes to acquire 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV amounting to 4,879,500 Equity Shares and 28,615,516 CCDs and also proposes to subscribe to Downtown Powai Consideration NCDs, for a total cash consideration of Rs. 16,963 million, subject to and in accordance with the terms and conditions of the Reco Europium SPA.

The Acquisition Price for Downtown Powai Acquisition is Rs. 65,000 million. The Acquisition Price is subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties.

The proposed acquisition by both BIRET and Reco Europium in Downtown Powai SPV would collectively amount to 100% of the share capital (on a fully diluted basis) of Downtown Powai SPV. For details, see “Section III – D. Key Terms of the Transaction Agreements – For the Downtown Powai Acquisition”. Post completion of the Downtown Powai Acquisition, pursuant to the terms of the Downtown Powai Securities Purchase Agreements, the management and governance of Downtown Powai SPV will be governed in accordance with the Downtown Powai SHA. For further details please see “Section III – D. Key Terms of the Transaction Agreements – For the Downtown Powai Acquisition: Downtown Powai SHA”. However, if ‘Completion’ (as defined under the Reco Europium SPA) does not occur simultaneously with ‘Completion’ under the Downtown Powai REIT SPA, the management and governance of Downtown Powai SPV is proposed to be governed in accordance with the Downtown Powai Interim SHA to be entered into between the parties. For details of the Downtown Powai Interim SHA, see “Section III – D. Key Terms of the Transaction Agreements – For the Downtown Powai Acquisition: Downtown Powai Interim SHA”.

For details of the above Downtown Powai Acquisition, including key terms of the agreements and sources of funding, please see “- Sources and uses of funds’ below and “Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP”, “Section III – A. Structure of Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition”, “Section III – B. Related Parties”, “Section III – D. Key Terms of the Transaction Agreements” and “Section III – E. Structure of the Institutional Placement” below.

The Downtown Powai Acquisition is subject to, among other things, completion of certain conditions including obtaining consents from third parties, Unitholder approvals and regulatory approvals (as applicable), including receipt of in-principle approval and final listing and trading approvals from the Stock Exchanges for the Institutional Placement and any other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, as may be undertaken in accordance with applicable law.

### Sources and uses of funds:

Sources of Funds <sup>^</sup>	(Rs. million)	Uses of Funds	(Rs. million)
Equity issuance*	19,396	Consideration to the Downtown Powai Sellers <sup>§</sup>	16,963
		Repayment of debt	1,750
		BIRET transaction expenses/ Cash reserves	684
<b>Total Sources</b>	<b>Rs. 19,396</b>	<b>Total Uses</b>	<b>Rs. 19,396</b>

<sup>^</sup>In addition to the Institutional Placement, BIRET may, subject to market conditions and other relevant factors, also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law, including obtaining the approval of the Board and its Unitholders, as required.

<sup>\*</sup>The information presented in this table are estimates. Actual amounts may vary. Net of security deposits, other net liabilities and adjustments.

<sup>§</sup>The consideration is subject to closing adjustments on the date of share transfer.

## D. Summary of the G1 Acquisition and MIOP Acquisition

This summary is qualified in its entirety by, and should be read together with, the information included in other sections of this Transaction Document. See, in particular, the section titled “Section I – A. Basis of Presentation of Pro Forma and Certain Other Information” and “Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP”.

Particulars	Details
<b>Target SPV</b>	Candor Gurgaon One Realty Projects Private Limited
<b>Acquisition Overview</b>	Acquisition of 50% of the share capital (on a fully diluted basis) of G1 SPV*, which owns and operates Candor Techspace G1, set up over a total of 25.19 acres in Sector 48, Gurugram, Haryana, India.  In relation to the acquisition of Candor G1, BIRET also proposes to acquire 100% of the share capital (on a fully diluted basis) of MIOP from the MIOP Shareholders in accordance with the provisions of the MIOP Option Agreement (referred to as the “MIOP Acquisition”).
<b>Consideration NCDs</b>	Simultaneous to the occurrence of ‘Completion’ under the Reco Cerium SPA, BIRET has agreed to subscribe to the G1 Consideration NCDs.
<b>Debt Repayment NCDs</b>	As set out under the G1 SHA, BIRET proposes to subscribe to the G1 Debt Repayment NCDs
<b>Selling Parties</b>	G1 SPV – BSREP IOH II and BSREP IOH
<b>Total Leasable Area</b>	3.8 MSF
<b>Operating Area</b>	3.7 MSF
<b>Committed Occupancy</b>	75%
<b>Effective Economic Occupancy</b>	100%
<b>No. of Office Tenants</b>	19
<b>WALE</b>	6.7 Yrs.
<b>In-place rent</b>	75 psf / month
<b>Market Rentals</b>	80 psf / month
<b>MTM Potential</b>	7.1%
<b>Independent Valuation</b>	Ms. L. Anuradha <sup>6</sup> ANVI Technical Advisors Private Limited <sup>7</sup> ▶ Rs 49,949 million ▶ Rs 50,378 million
<b>Acquisition Price</b>	Rs. 47,250 million, a discount of 5.81% to the average of the two independent valuations (Rs. 50,164 million)

*\*In the event ‘Completion’ under the Reco Cerium SPA does not occur within the ‘Long Stop Date’ (as set out under the Reco Cerium SPA), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of G1 SPV from BSREP IOH II such that BIRET owns 100% of the share capital (on a fully diluted basis) of the G1 SPV within the timelines mentioned in the G1 Interim SHA.*

### Transaction mechanics:

#### G1 Acquisition

- We propose to undertake the G1 Acquisition by acquiring G1 SPV from its current shareholders BSREP IOH II and BSREP IOH (the “G1 Sellers”) and subscribing to the G1 Issuance Securities.

<sup>6</sup> Independent valuation undertaken by Ms. L. Anuradha. Cushman & Wakefield India Private Limited has issued the independent property consultant report wherein it has reviewed the assumptions, approach and the methodologies used for the valuation undertaken by Ms. L. Anuradha.

<sup>7</sup> Independent valuation undertaken by ANVI Technical Advisors Private Limited. Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the said valuation in accordance with applicable standards.

- The Acquisition Price for G1 Acquisition is Rs. 47,250 million. The Acquisition Price is subject to adjustments in relation to security deposits, other net liabilities and other adjustments, as agreed between the parties.
- We propose to subscribe to the G1 Issuance Securities and also acquire the G1 Sale Securities from the G1 Sellers (*i.e.*, 5,031 Equity Shares and 4,559 CCDs), resulting in acquisition of 50% of the share capital (on a fully diluted basis) of G1 SPV and subscribe to the G1 Consideration NCDs for a total cash consideration of Rs. 8,921 million proposed to be raised through the Institutional Placement and any other forms of fund raising, including preferential allotment of Units for cash, and rights offering of Units, as may be undertaken in accordance with applicable law.

Additionally, Reco Cerium proposes to acquire 50% of the share capital (on a fully diluted basis) of G1 SPV amounting to 5,032 Equity Shares and 4,561 CCDs and also proposes to subscribe to the G1 Consideration NCDs, for a total cash consideration of Rs. 8,921 million, subject to and in accordance with the terms and conditions of the Reco Cerium SPA.

The proposed acquisition by both BIRET and Reco Cerium in G1 SPV would collectively amount to 100% of the share capital (on a fully diluted basis) of G1 SPV. For details, see “*Section III – D. Key Terms of the Transaction Agreements – For the G1 Acquisition*”. Post completion of the G1 Acquisition, pursuant to the terms of the G1 Securities Purchase Agreements, the management and governance of G1 SPV will be governed in accordance with the G1 SHA. For further details please see “*Section III – D. Key Terms of the Transaction Agreements – For the G1 Acquisition – G1 SHA*”. However, if ‘Completion’ (as defined under the Reco Cerium SPA) does not occur simultaneously with ‘Completion’ under the G1 REIT SSPA, the management and governance of G1 SPV is proposed to be governed in accordance with the G1 Interim SHA to be entered into between the parties. For details of the G1 Interim SHA, see “*Section III – D. Key Terms of the Transaction Agreements – G1 Acquisition – G1 Interim SHA*”.

## MIOP Acquisition

In relation to the acquisition of Candor G1, BIRET (either directly or through its holding company, SPV or affiliate subject to compliance with applicable law) also proposes to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders. Upon termination of the Income Support Agreement, BIRET has the right to require the MIOP Shareholders to sell 100% of the share capital of MIOP (on a fully diluted basis) to BIRET and the MIOP Shareholders also have the right to require BIRET to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders, in each case for a consideration of ₹ 1,504 million, exercisable no later than 30 months from the ‘Commencement Date’ (*as defined under the Income Support Agreement*), in accordance with the provisions of the MIOP Option Agreement. For details, see “*Section III – D. Key Terms of the Transaction Agreements – MIOP Option Agreement*”.

For further details of the above G1 Acquisition, including key terms of the agreements and sources of funding, please see “- *Sources and uses of funds*” below and “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*” and “*Section III – A. Structure of Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition*”, “*Section III – B. Related Parties*”, “*Section III – D. Key Terms of the Transaction Agreements*” and “*Section III – E. Structure of the Institutional Placement*”.

The G1 Acquisition is subject to, among other things, completion of certain conditions including obtaining consents from third parties, Unitholder approvals and regulatory approvals (as applicable), including receipt of in-principle approval and final listing and trading approvals from the Stock Exchanges for the Institutional Placement and any other forms of fund raising, including preferential allotment of Units for cash, and rights offering of Units, as may be undertaken in accordance with applicable law.

### Sources and uses of funds:

Sources of Funds <sup>^</sup>	(Rs. million)	Uses of Funds	(Rs. million)
Equity issuance*	14,604	Consideration to the G1 Sellers <sup>§</sup>	8,921
		Repayment of debt	5,000
		BIRET transaction expenses/ Cash reserves	684

<b>Sources of Funds<sup>^</sup></b>	<b>(Rs. million)</b>	<b>Uses of Funds</b>	<b>(Rs. million)</b>
<b>Total Sources</b>	<b>Rs. 14,604</b>	<b>Total Uses</b>	<b>Rs. 14,604</b>

<sup>^</sup>In addition to the Institutional Placement, BIRET may, subject to market conditions and other relevant factors, also consider various other forms of fund raising, including preferential allotment of Units for cash and rights offering of Units, in accordance with applicable law, including obtaining the approval of the Board and its Unitholders, as required.

<sup>^</sup>The information presented in this table are estimates. Actual amounts may vary. Net of security deposits, other net liabilities and adjustments.

<sup>§</sup>The consideration is subject to closing adjustments on the date of share transfer.

**E. Information regarding Downtown Powai SPV, G1 SPV and MIOP**

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# Brookfield India Real Estate Trust

**DOWNTOWN POWAI AND CANDOR TECHSPACE G1  
ACQUISITION PRESENTATION  
MAY 18, 2023**



DOWNTOWN POWAI, MUMBAI



CANDOR TECHSPACE G1, GURUGRAM

Brookfield India REIT (“**BIRET**”) and GIC<sup>(1)</sup> have signed binding agreements to acquire, in a 50-50 partnership, a 6.5 MSF operating portfolio for a total consideration of Rs 112,250 Million

## 1 Proposed Acquisitions by BIRET

- Transaction #1: Acquisition of 50% interest in Downtown Powai, Mumbai (“**Downtown Powai**”)
- Transaction #2: Acquisition of 50% interest in Candor Techspace G1, Gurugram (“**G1**”) and a 100% interest in its property management entity, MIOP<sup>(2)</sup>

## 2 Key Deal Terms

- Acquisition Price: Rs 112,250 Million for 100% interest in Downtown Powai and G1. Additional Rs 1,504 Million to be paid in future for purchase of 100% interest in MIOP
- Income Support for G1: Brookfield Group has committed Rs 2,000 Million for 2 years from completion of G1 acquisition, to be funded quarterly towards income for vacant areas in G1
- GIC, a global institutional investor, to acquire 50% interest in Downtown Powai and G1 on the same terms as BIRET

## 3 Key Benefits

- The transactions will increase the Operating Area by 44% and Consolidated GAV by 73%
- The transactions will also reduce the top 5 tenant concentration to 32%, while increasing the Consolidated GAV share of Mumbai to 33% and Gurugram to 34%
- Acquisition Price is at a 5.8% discount to Consolidated GAV<sup>(3)</sup>
- The acquisitions are expected to increase the NDCF per Unit by 4.5%<sup>(4)</sup>

## 4 Sources of Funds

- BIRET: Institutional Placement<sup>(5)</sup> of Rs 34 Billion to be utilized towards purchase of 50% stake, deleveraging the Target SPVs and other transaction expenses
- GIC: Commitment of c.Rs 33 Billion towards purchase of 50% stake and part repayment of debt in the Target SPVs
- SPV-level debt<sup>(6)</sup>: c.Rs 43 Billion to refinance existing debt facilities from external lenders

(1) GIC will invest in the Target Assets through its affiliates.

(2) BIRET has entered into an option agreement with the MIOP Shareholders (“MIOP Option Agreement”) under which the MIOP Shareholders have agreed to grant an irrevocable option in favour of BIRET to acquire all the share capital of MIOP (on a fully diluted basis) and BIRET has agreed to grant an irrevocable option in favour of the MIOP Shareholders to sell all the share capital of MIOP (on a fully diluted basis) to BIRET, in accordance with the MIOP Option Agreement, for a consideration of Rs 1,504 million. MIOP and G1 have entered into an agreement (“G1 Property Management Agreement”) wherein G1 has appointed MIOP to provide the services as contemplated in the G1 Property Management Agreement.

(3) Based on the average of two independent valuations by valuers registered with IBBI.

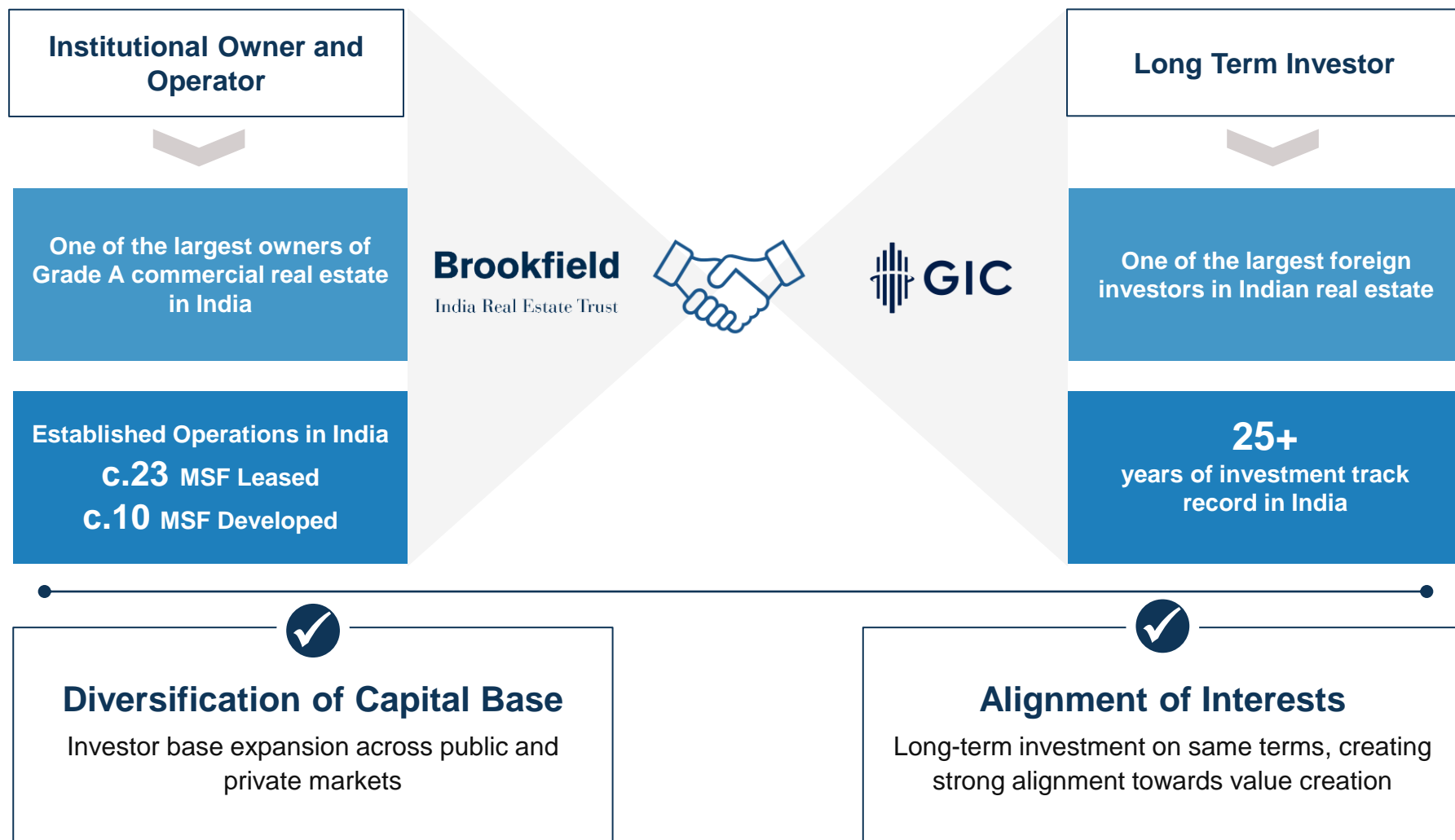
(4) Assuming Institutional Placement of up to 124 Million Units at a price of Rs 275 per Unit; NDCF accretion includes pro forma income support for G1 and assumes Rs 43 Billion debt refinanced at 8.50% p.a.p.m.

(5) In addition to the Institutional Placement, BIRET may also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

(6) The Asset SPVs propose to procure the debt from third party lenders and are in the process of obtaining such debt subject to agreement on definitive documentation.

# Strategic Partnership with GIC

First Indian REIT to set up a long term partnership with the global institutional investor, securing c.Rs 33 Billion (c.US\$ 400 Million) commitment towards the transactions





# Transaction #1: Downtown Powai

Prime office and high-street retail portfolio in Mumbai, located near BIRET-owned Kensington

**Nine Grade A properties in one of Mumbai's most prime locations**

**2.7 MSF**

LEASABLE AREA<sup>(1)</sup>

**89%**

COMMITTED OCCUPANCY

**Rs 65.0 B**

ACQUISITION PRICE

**5.8%**

DISCOUNT TO GAV AT  
ACQUISITION PRICE<sup>(2)</sup>



All operating and financial metrics presented in this Document are as of/ for the twelve months ended March 31, 2023, unless otherwise indicated.

(1) Includes c.75,000 SF area under development that is expected to be operational by September 30, 2023. Management expects a further potential to expand the leasable area by c.77,000 SF upon refurbishment and expansion post expiry of a specific lease.

(2) Based on average valuations of two IBBI registered independent valuers.



One of the largest high-quality integrated office campuses in Gurugram (Delhi NCR)

Leading Grade A SEZ campus spread over a 25 acre footprint

**3.8 MSF**

LEASABLE AREA<sup>(1)</sup>

**100%**

EFFECTIVE ECONOMIC  
OCCUPANCY<sup>(2)</sup>

**Rs 47.25 B**

ACQUISITION PRICE

**5.8%**

DISCOUNT TO GAV AT  
ACQUISITION PRICE<sup>(3)</sup>



(1) Includes c.104,000 SF of future development potential.

(2) Committed Occupancy is 75% on Operating Area of 3.7 MSF as on March 31, 2023. Income Support of Rs 2,000 Million for 2 years on balance 25% Operating Area will result in a 100% Effective Economic Occupancy. For further details on Income Support, refer page 22.

(3) Based on average valuations of two IBBI registered independent valuers.

# Addition of Fully Built Properties

We are adding two highly complementary, fully built properties to our portfolio

Asset	Area (in MSF)		Leased Area Metrics				Valuation Metrics	
	Operating	Total	Area in MSF	Committed / Econ. Occ. % <sup>(2)</sup>	WALE (Yrs.)	In-place Rent (Rs PSF)	GAV (Rs Billion)	Operating GAV %
Kensington	1.6	1.6	1.4	87%	11.5	Rs 104	Rs 24	100%
G2	3.9	4.0	3.3	85%	7.7	83	45	99%
N1	2.0	2.8	1.9	96%	7.3	49	24	88%
N2	3.8	4.5	2.9	77%	7.4	56	43	94%
K1	3.1	5.7	2.6	84%	7.1	43	27	84%
<b>Current Portfolio</b>	<b>14.3</b>	<b>18.7</b>	<b>12.0</b>	<b>84% / 89%</b>	<b>7.9</b>	<b>Rs 65</b>	<b>Rs 164</b>	<b>94%</b>
Downtown Powai	2.7	2.7	2.4	89%	3.8	163	69	98%
G1	3.7	3.8	2.8	75% / 100% <sup>(1)</sup>	6.7 <sup>(1)</sup>	75 <sup>(1)</sup>	50	99%
<b>Pro-forma Portfolio</b>	<b>20.6</b>	<b>25.2</b>	<b>17.2</b>	<b>83% / 91%<sup>(1)</sup></b>	<b>7.1<sup>(1)</sup></b>	<b>Rs 80<sup>(1)</sup></b>	<b>Rs 283</b>	<b>96%</b>

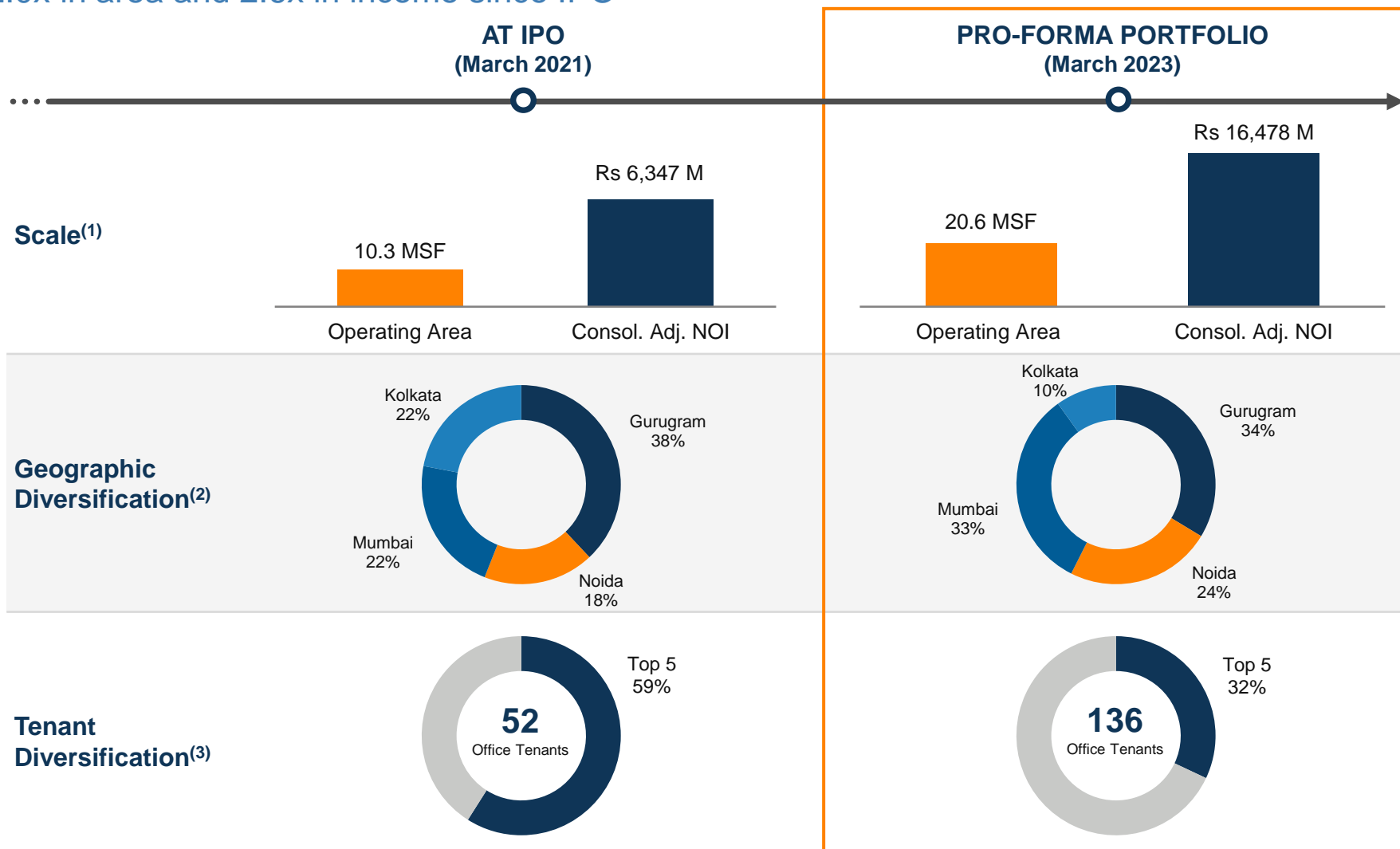
(1) Effective Economic Occupancy for Pro-forma Portfolio considers 100% Effective Economic Occupancy for G1 pursuant to Income Support. In-place Rent and WALE are only for the Leased Area and do not consider the impact of Income Support.

(2) Econ. Occ. % denotes Effective Economic Occupancy.



# Large Scale Acquisitions

We continue to execute on inorganic growth with our pro-forma portfolio slated to grow by 2.0x in area and 2.6x in income since IPO



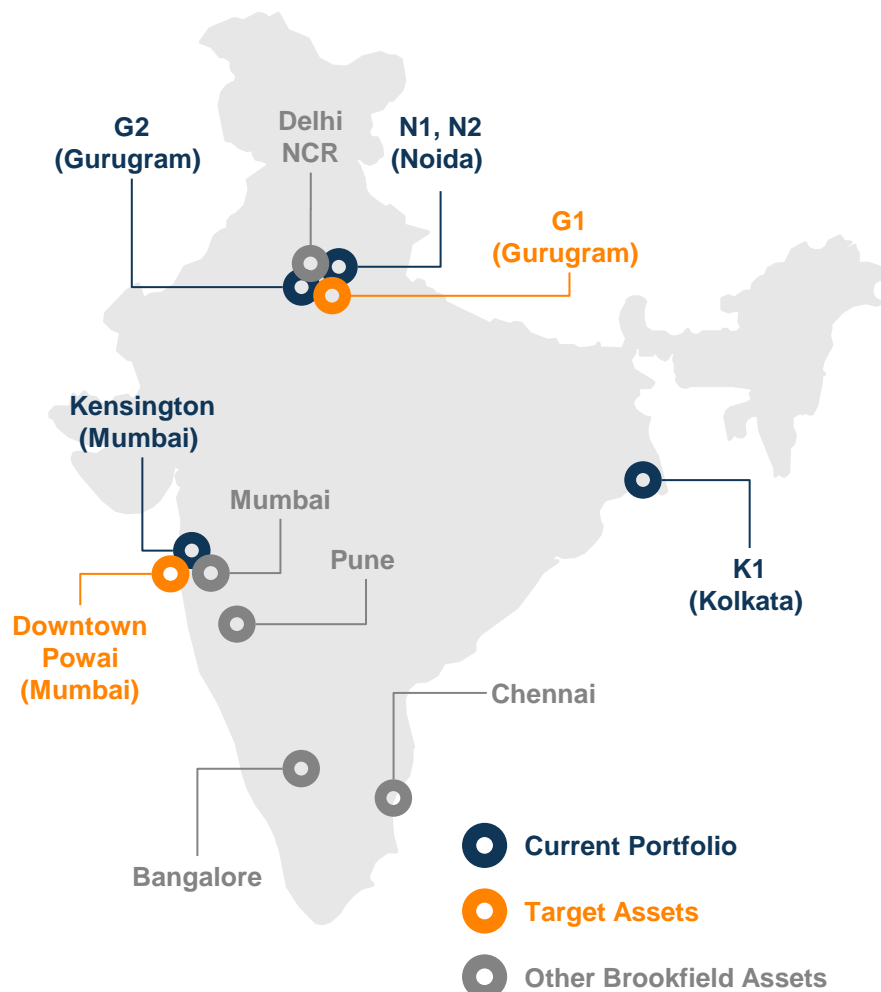
(1) Consol. Adj. NOI at IPO is for FY22 (excluding NOI pertaining to N2 in Q4FY22), and for pro-forma portfolio is for FY23 (including income support for N2 and excluding proposed income support for G1).

(2) In terms of Consolidated GAV.

(3) Top 5 Tenant Concentration in terms of Gross Contracted Rentals.

# Large Scale Acquisitions (Cont'd.)

Pro-forma for these transactions, our portfolio will grow to over 25 MSF, with our Sponsor Group continuing to own another 25 MSF across India



	Area (in MSF)		
	Total	Operating	Future Dev.
<b>Current Portfolio</b>	18.7	14.3	4.4
<b>Target Assets</b>	6.5	6.3	0.2
<b>Pro-forma Portfolio</b>	25.2	20.6	4.6
<b>Other Brookfield Assets</b>			
Mumbai (under ROFO)	4.1	1.7	2.4
Bangalore	13.2	11.4	1.8
Delhi / Gurugram	2.9	2.9	-
Chennai	2.5	1.6	1.0
Pune	2.2	0.4	1.8
<b>Other Brookfield Assets</b>	24.9	18.0	6.9
<b>Total</b>	<b>50.1</b>	<b>38.6</b>	<b>11.5</b>

# Funding of the Acquisitions – Sources and Uses

Funding through a combination of Institutional Placement<sup>(1)</sup> by BIRET, investment by GIC and refinancing of debt (33.6%<sup>(2)</sup> pro-forma LTV post acquisitions)

<b>SOURCES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>	<b>USES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>
BIRET Equity Issuance	Rs 34,000	Consideration to the Sellers <sup>(6)</sup>	Rs 51,767
Investment by GIC	32,633	Repayment of Debt	13,500
New Debt Issuance <sup>(5)</sup>	42,396	Refinancing of Existing Debt <sup>(5)</sup>	42,396
		BIRET Transaction Expenses / Cash Reserve	1,367
<b>Total Sources</b>	<b>Rs 109,030</b>	<b>Total Uses</b>	<b>Rs 109,030</b>

(1) In addition to the Institutional Placement, BIRET may also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

(2) Accounting for SPV level shareholder debt to be held by GIC affiliates (Rs 8,800 Million) which will be equal and pari-passu to NCDs to be held by BIRET, the pro-forma LTV will be 36.7%.

(3) The information presented in this table are estimates. Actual amounts may vary.

(4) Net of security deposits, other net liabilities and adjustments totaling to Rs 4,337 Million.

(5) The Asset SPVs propose to procure the debt from third party lenders and are in the process of obtaining such debt subject to agreement on definitive documentation.

(6) The consideration is subject to closing adjustments on the date of share transfer.

## 1 Increased Scale

- High-quality assets, consolidating our presence in Mumbai and Delhi NCR as a top office landlord
- Increase in Operating Area by 44% to 20.6 MSF and Consolidated GAV by 73% to Rs 283 Billion
- Target Assets have an Effective Economic Occupancy of 96% and will increase our Effective Economic Occupancy<sup>(1)</sup> by c.200bps to 91%
- Addition of a higher rent portfolio will improve the in-place PSF rent by 23% to Rs 80 PSF

## 2 Improved Diversification

- Increase in Consolidated GAV share of Mumbai to 33% and Gurugram to 34%
- Bolstering our tenant roster by adding large MNCs with sizeable footprints including addition of 5 new tenants in our top 10 tenant list
- Significant reduction in our top five tenant concentration<sup>(2)</sup> from 52% to 32%
- Diversification of sector exposure through an increased share of BFSI tenants from 12% to 22%

## 3 Accretive Acquisitions

- Acquisition Price is at an attractive 5.8% average discount to Consolidated GAV<sup>(3)</sup>
- The transactions are expected to result in a 4.5%<sup>(4)</sup> NDCF accretion

(1) Effective Economic Occupancy for Pro-forma Portfolio considers 100% Effective Economic Occupancy for G1 pursuant to Income Support.

(2) In terms of Gross Contracted Rentals.

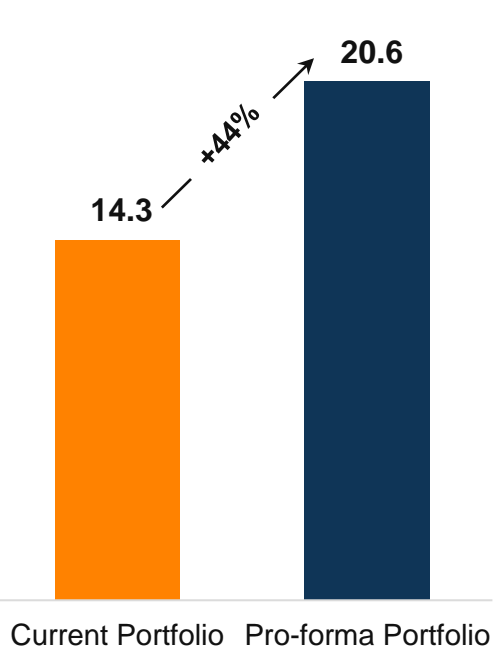
(3) Based on average valuations of two IBBI registered independent valuers.

(4) Assuming Institutional Placement of up to 124 Million Units at a price of Rs 275 per Unit, aggregating to Rs 34,000 Million; NDCF accretion includes pro-forma income support for G1 and assumes c.Rs 43 Billion debt refinanced at 8.50% p.a.p.m..

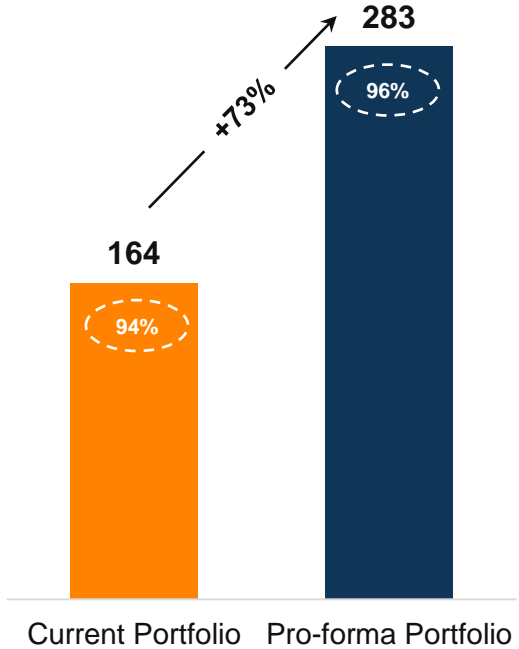
# 1 Increased Scale

The acquisitions will increase our Operating Area by 44% and Consolidated GAV by 73%

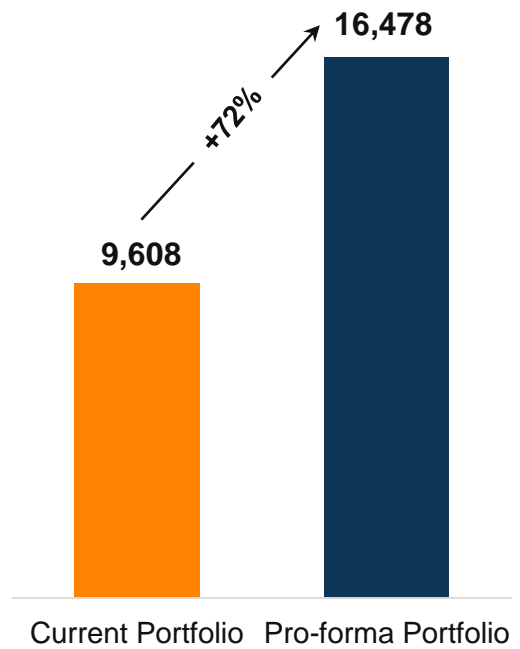
**OPERATING AREA**  
MSF



**CONSOLIDATED GAV**  
Rs Billion



**FY23 CONSOLIDATED ADJUSTED NOI**  
Rs Million



○ % Operating Consolidated GAV

# 1 Increased Scale (Cont'd.)

The acquisitions will increase our Effective Economic Occupancy<sup>(1)</sup> by c.200bps, while adding a higher rent portfolio which will improve the in-place PSF rent by 23% to Rs 80 PSF

	CURRENT PORTFOLIO	PRO-FORMA PORTFOLIO	
TOTAL LEASABLE AREA	18.7 MSF	25.2 MSF	+35%
OPERATING AREA	14.3 MSF	20.6 MSF	+44%
COMMITTED OCCUPANCY	84%	83%	
EFFECTIVE ECONOMIC OCCUPANCY	89%	91% <sup>(1)</sup>	+203 bps
WALE	7.9 Yrs.	7.1 Yrs. <sup>(1)</sup>	
IN-PLACE RENT (PSF / MONTH)	Rs 65	Rs 80 <sup>(1)</sup>	+23%
OFFICE TENANTS (#)	75	136	+81%

(1) Effective Economic Occupancy for Pro-forma Portfolio considers 100% Effective Economic Occupancy for G1 pursuant to Income Support. In-place Rent and WALE are only for the Leased Area and do not consider the impact of Income Support.

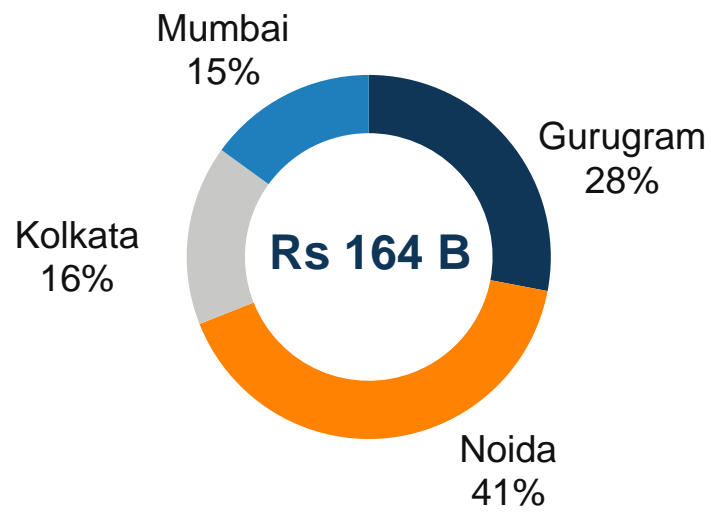


## 2 Improved Diversification | Geography

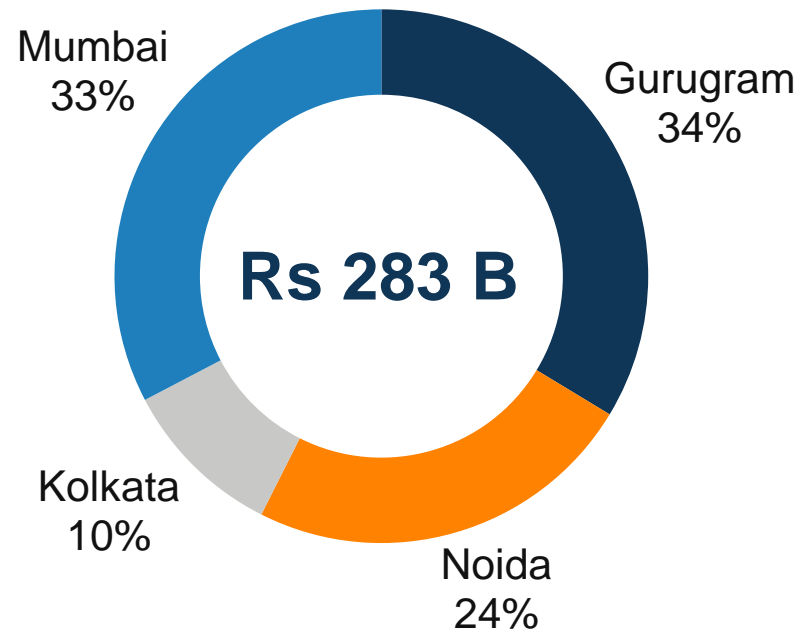
Increase in Consolidated GAV share of Mumbai to 33% and Gurugram to 34%

### CONSOLIDATED GAV BY GEOGRAPHY

CURRENT PORTFOLIO



PRO-FORMA PORTFOLIO



## 2 Improved Diversification | Tenancy

The Target Assets will bolster our tenant roster by adding large MNCs with sizeable footprints

**61**  
#OFFICE TENANTS




**16**  
#OCCUPIERS WITH 100,000 SF+

**c.256,000 SF**  
RETAIL AREA

**27**  
#GCC TENANTS



### PRO-FORMA PORTFOLIO - TOP 10 TENANTS<sup>(1)</sup>

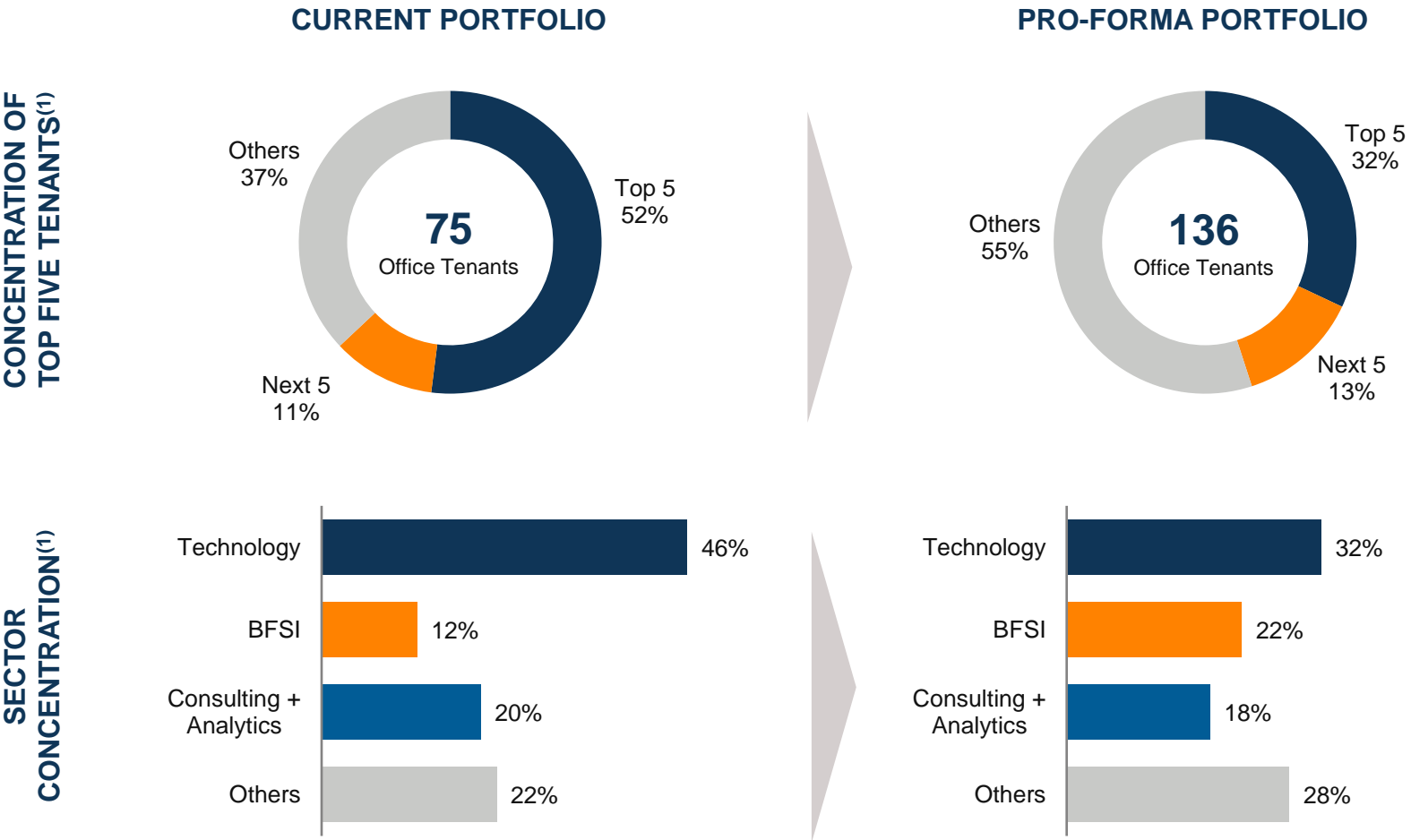
Tenant	Sector	% Gross Contracted Rentals	% Leased Area
Accenture	Consulting	10%	10%
 TCS	Technology	8%	10%
Cognizant <sup>(2)</sup>	Technology	7%	10%
 Capgemini	Technology	4%	5%
 Sapient <sup>®</sup>	Technology	3%	4%
Deloitte	Consulting	3%	2%
RBS <sup>(3)</sup>	BFSI	3%	3%
<i>A Global Bank</i>	BFSI	2%	1%
Nomura	BFSI	2%	1%
CRISIL	BFSI	2%	1%
<b>Total</b>		<b>45%</b>	<b>46%</b>

New tenants added<sup>(1)</sup>

(1) In terms of Gross Contracted Rentals.  
 (2) Refers to Cognizant Technology Solutions India Private Limited.  
 (3) Refers to RBS Services India Private Limited.

## 2 Improved Diversification | Tenancy

Significant reduction in our top five tenant concentration from 52% to 32%, and diversification of sector exposure through a higher share of BFSI from 12% to 22%

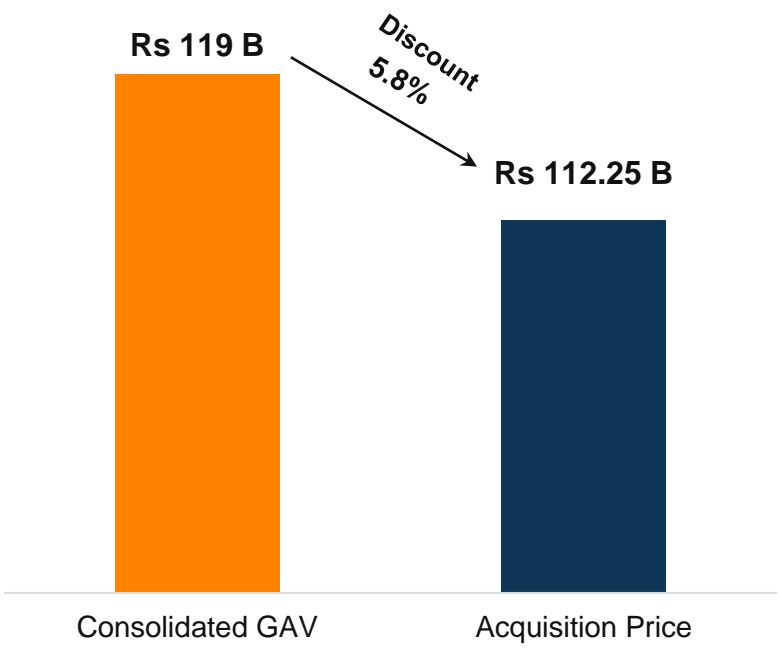


(1) In terms of Gross Contracted Rentals.

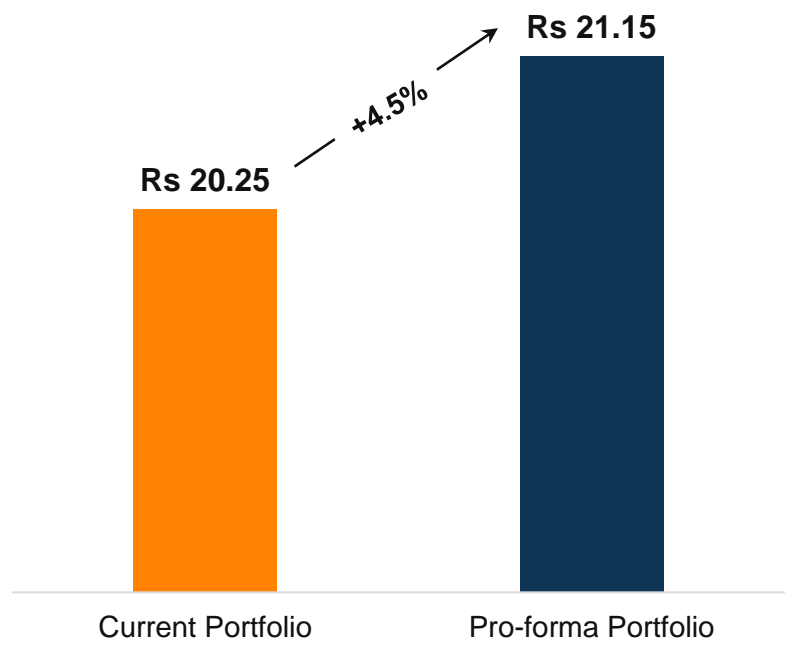
### 3 Accretive Acquisitions

Acquisitions are at a 5.8% average discount to Consolidated GAV<sup>(1)</sup> and are expected to result in a 4.5% NDCF accretion

**DISCOUNT TO CONSOLIDATED GAV<sup>(1)</sup>**  
Rs Billion



**ACCRETIVE TO NDCF (FY23)<sup>(2)</sup>**  
Rs per Unit



(1) Based on average valuations of two IBBI registered independent valuers.  
 (2) Assuming Institutional Placement of up to 124 Million Units at a price of Rs 275 per Unit, aggregating to Rs 34,000 Million; NDCF accretion includes pro-forma income support for G1 and assumes c.Rs 43 Billion debt refinanced at 8.50% p.a.p.m..

### 3 Accretive Acquisitions | Incremental NDCF

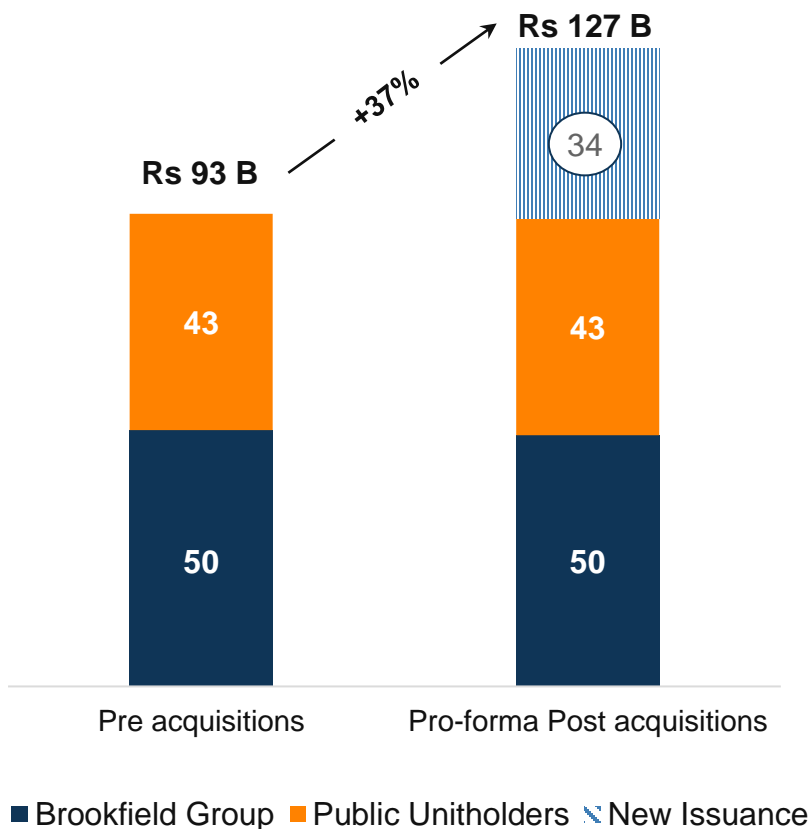
Rs Million, except per unit data	FY23	REMARKS
<b>Reported Net Operating Income (NOI)</b>	<b>Rs 6,870</b>	
Income Support	1,136	<ul style="list-style-type: none"> <li>As per the G1 Income Support Agreement</li> </ul>
Debt Financing, Working Capital, and Others	2,637	<ul style="list-style-type: none"> <li>Working capital, G&amp;A expenses, adjusted for one time items; Net debt drawdown to account for capital expenditure and working capital, adjusted for amortization as per new financing arrangement</li> </ul>
Interest Cost on External Debt	(3,604)	<ul style="list-style-type: none"> <li>Interest cost on post acquisition debt at 8.50% p.a.p.m.</li> </ul>
Capital Expenditure	(1,144)	<ul style="list-style-type: none"> <li>Capital expenditures for development and asset upgrades</li> </ul>
<b>NDCF</b>	<b>Rs 5,895</b>	
<b>NDCF – BIRET Share</b>	<b>Rs 2,948</b>	<ul style="list-style-type: none"> <li><b>Computed at 50% stake</b></li> </ul>
<b>REIT Management Fees</b>	<b>(29)</b>	
<b>Adjusted BIRET NDCF</b>	<b>Rs 2,918</b>	
<b># of Units Issued (in millions)</b>	<b>124</b>	<ul style="list-style-type: none"> <li>Assuming Institutional Placement at a price of Rs 275 per unit</li> </ul>
<b>Per Unit</b>	<b>Rs 23.60</b>	
<b>FY23 BIRET NDCF Per Unit</b>	<b>Rs 20.25</b>	
<b>Pro-forma BIRET NDCF Per Unit</b>	<b>Rs 21.15</b>	<ul style="list-style-type: none"> <li><b>Accretion of 4.5%</b></li> </ul>

# Post Acquisition Capital Structure

Acquisition is proposed to be financed by Rs 34 Billion equity fund raise which will increase the market cap by 37%. Approved sanctions in-place to refinance the existing debt in the Target SPVs

## MARKET CAPITALIZATION OF BIRET<sup>(1,2)</sup>

Rs Billion



## INDICATIVE DEBT SUMMARY<sup>(2)</sup>

	AMOUNT (RS BILLION)
In-place Net Debt at Current Portfolio	Rs 52.7
External Net Debt at Downtown Powai SPV	25.0
External Net Debt at G1 SPV	17.4
<b>Pro-forma Portfolio</b>	<b>Rs 95.1</b>
<b>Pro-forma Consolidated GAV</b>	<b>Rs 283</b>
<b>Pro-forma LTV<sup>(3)</sup></b>	<b>33.6%</b>

## INDICATIVE TERMS OF THE REFINANCED DEBT<sup>(4)</sup>

Particulars	Terms
Amount	Rs 43 B (tranche 1) & Rs 4 B (tranche 2)
Interest Rate <sup>(5)</sup>	8.50% p.a.p.m.
Tenor	12 years
Low Amortization Load	<ul style="list-style-type: none"> <li>Interest only period: 2 years</li> <li>Amortization in first 5 years: 12.5%</li> </ul>

(1) Pre acquisition market capitalization is basis unit price of Rs 275.

(2) Assuming Institutional Placement of up to 124 Million Units at a price of Rs 275 per unit, aggregating to Rs 34,000 Million.

(3) Accounting for SPV level shareholder debt to be held by GIC affiliates (Rs 8,800 Million) which will be equal and pari-passu to NCDs to be held by BIRET, the pro-forma LTV will be 36.7%.

(4) The Asset SPVs propose to procure the debt from third party lenders and are in the process of obtaining such debt subject to agreement on definitive documentation.

(5) Benchmarked to repo-rate.



## Sensitivity analysis of BIRET's NDCF accretion in various scenarios

		% NDCF ACCRETION				
Institutional Placement <sup>(1)</sup> (Rs Million)	Pro-forma LTV (%) <sup>(2)</sup>	ISSUE PRICE PER UNIT				
		Rs 275	Rs 280	Rs 285	Rs 290	Rs 295
Rs 34,000	33.6%	4.5%	5.0%	5.5%	5.9%	6.4%
32,250	34.9%	4.3%	4.8%	5.3%	5.7%	6.2%
29,750	36.6%	4.1%	4.6%	5.0%	5.4%	5.9%
27,250	38.4%	3.9%	4.3%	4.7%	5.1%	5.5%

(1) In addition to the Institutional Placement, BIRET may also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

(2) Accounting for SPV level shareholder debt to be held by GIC affiliates, which will be equal and pari-passu to NCDs to be held by BIRET, the pro-forma LTV will be 36.7%, 37.4%, 38.2%, 39.1% in the four scenarios read top-down.

The acquisitions and associated fund raising will be completed in accordance with highest levels of corporate governance

## Pricing & Market Capitalization

















- Acquisition Price of the Target Assets is at Rs 112,250 Million, at 5.8% discount to the average of valuations received from the two independent Valuers appointed by the Manager<sup>(1)</sup>
- Acquisitions are accretive on NOI and NDCF basis to REIT Unitholders

## Acquisition Fees

- No acquisition fees are payable to the REIT Manager for the proposed acquisitions

## Fairness Opinion

- Fairness opinion on Acquisition Price obtained from Axis Capital Ltd, an independent merchant banker

Approvals / Voting Eligibility	Board of Directors		Unitholders	
	Brookfield Group	Independent	Brookfield Group	Public
Proposed Transaction 1 (being a Related Party Acquisition)				 (2)
Proposed Transaction 2 (being a Related Party Acquisition)				 (2)
Institutional Placement			 (3)	 (3)
Increase Leverage up to 40% LTV (4)			 (2)	 (2)

(1) Valuations have been prepared by L. Anuradha and ANVI Technical Advisors Pvt Ltd – both are IBBI registered valuers.

(2) Approval of majority unitholders required.

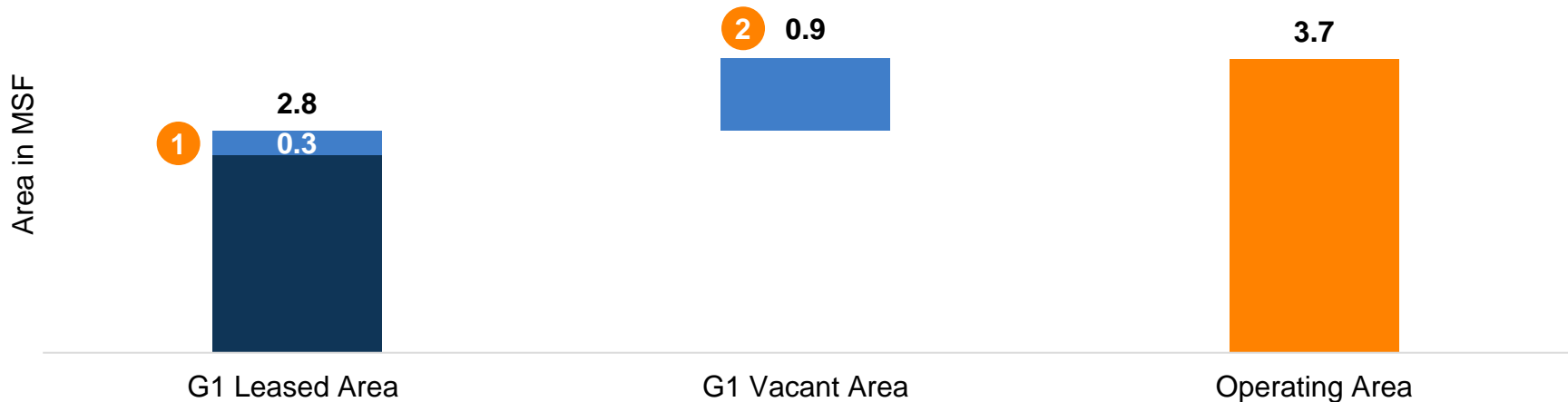
(3) Approval of 60% of unitholders required.

(4) Inclusive of SPV level shareholder debt from GIC, which will be equal and pari-passu to the shareholder debt by the REIT.

# Income Support for G1

Income Support by Brookfield Group provides high cash flow visibility at 100% Effective Economic Occupancy

## ELIGIBLE AREA UNDER INCOME SUPPORT<sup>(1)</sup>



- 1 Operating Area which is currently leased but expected to expire in FY24 (307,000 SF)
- 2 Operating Area which is currently vacant (908,000 SF)

### MAXIMUM AMOUNT

**Rs 2,000 Million**

### INCOME SUPPORT RENT

**Rs 80 PSF/Month<sup>(2)</sup>**

### TENURE

**2 Years**

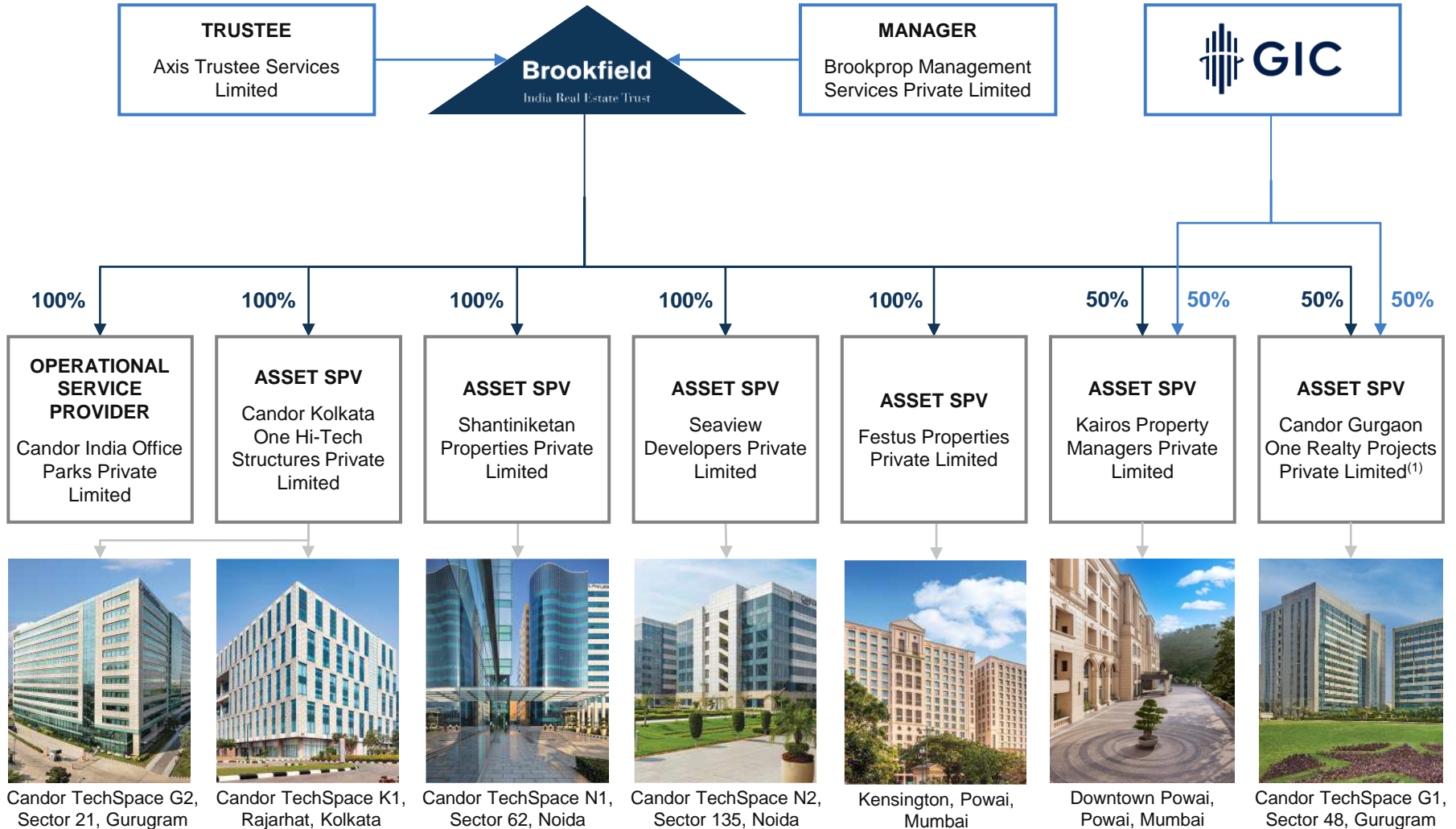
### PAYMENT FREQUENCY

**Quarterly**

(1) List of eligible areas to be updated on closing of the acquisition. Income Support will be provided until such areas become rent generating subject to maximum amount and maximum tenure.

(2) Additionally, Rs 12 PSF/Month as share of fixed maintenance fees will be paid. Both rates will escalate by 5% from April 1, 2024.

# Target SPVs Holding Structure



(1) BIRET has entered into an option agreement with the MIOP Shareholders ("MIOP Option Agreement") under which the MIOP Shareholders have agreed to grant an irrevocable option in favour of BIRET to acquire all the share capital of MIOP (on a fully diluted basis) and BIRET has agreed to grant an irrevocable option in favour of the MIOP Shareholders to sell all the share capital of MIOP (on a fully diluted basis) to BIRET, in accordance with the MIOP Option Agreement, for a consideration of Rs 1,504 million. MIOP and G1 have entered into an agreement ("G1 Property Management Agreement") wherein G1 has appointed MIOP to provide the services as contemplated in the G1 Property Management Agreement.

# Transaction #1 - Downtown Powai





# Acquisition of Downtown Powai

Prime office and high-street retail portfolio in Mumbai with 89% occupancy across 9 buildings over 2.7 MSF, located near BIRET-owned Kensington





# Downtown Powai Layout

Properties are spread around three commercial clusters – South Avenue, Central Avenue, and Orchard Avenue, which are the three key arterial roads in the integrated township



■ Kensington (part of Current Portfolio)

■ Downtown Powai (Target Asset)

■ ROFO Assets

# Proven Track Record

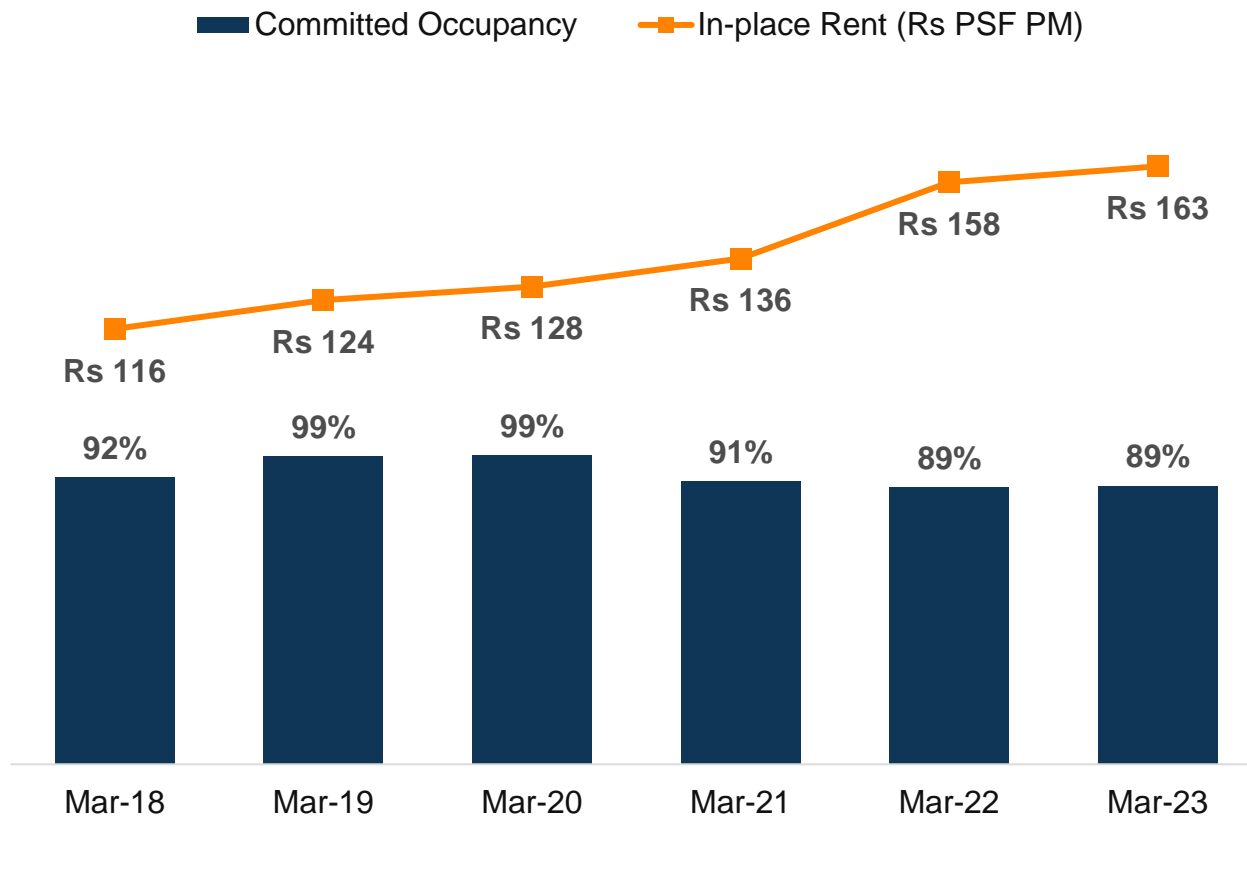
Under Brookfield Group's ownership and management, the Downtown Powai portfolio has maintained high occupancy levels while achieving a strong rental CAGR<sup>(1)</sup>

**1.2 MSF**  
New leasing  
since April 1, 2017

**2.3 MSF+**  
Renewals  
Since April 1, 2017

**66%**  
Strong renewal track record

**7.0% CAGR<sup>(1)</sup>**  
PSF Rent Growth



(1) Compounded Annual Growth Rate.

# Strategically Located

DTP is well connected to the major catchments of the city through convenient public transportation infrastructure



Powai and BKC – the only 2 major office hubs with East-West metro lines



Intersection with metro lines connects Powai seamlessly to all parts of Mumbai

All major arterial roads within 10km distance

Speedy airport accessibility – International Airport within 10kms

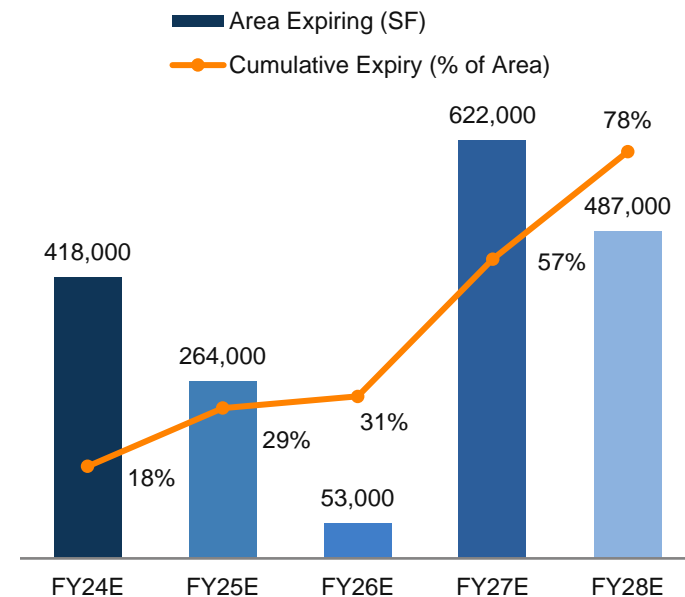
## Marquee tenancy comprising major global BFSI clients

### TOP 10 TENANTS

Tenant	Sector	% Gross Contracted Rentals	% Leased Area
Deloitte	Consulting	12%	12%
A Global Bank	BFSI	9%	9%
Nomura	BFSI	8%	9%
CRISIL	BFSI	8%	9%
TIAA	BFSI	8%	9%
General Mills	FMCG	6%	6%
 TATA PROJECTS	Infrastructure	4%	4%
 Petrofac	Engineering	3%	3%
Credit Suisse	BFSI	2%	2%
Synergy Maritime	Industrials	2%	2%
<b>Total</b>		<b>61%</b>	<b>66%</b>

### LEASE ROLLOVER PROFILE

- Standard lease term for new leases is 5 years, resulting in a lower WALE
- Portfolio has a strong track record of renewal success (66%), with over 2.3 MSF of renewals since April 1, 2017



In-place rent at expiration <sup>(2)</sup> (Rs psf/month)	149	181	186	176	195
Cumulative expiry <sup>(1)</sup>	17%	29%	32%	58%	79%

(1) % of Gross Contracted Rentals.  
(2) Excludes retail and amenity areas.

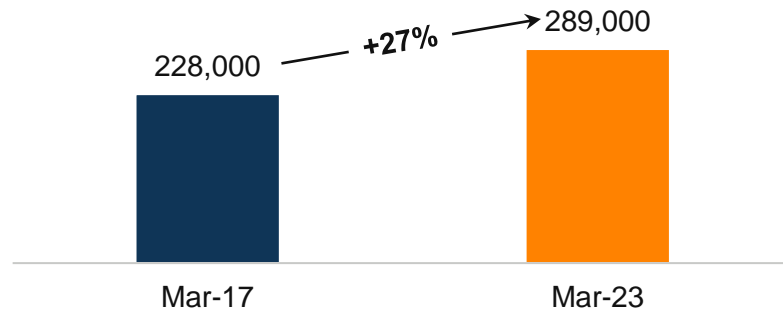
# Leasing Success

Demonstrated track record of expansion and re-leasing at significant mark-to-market

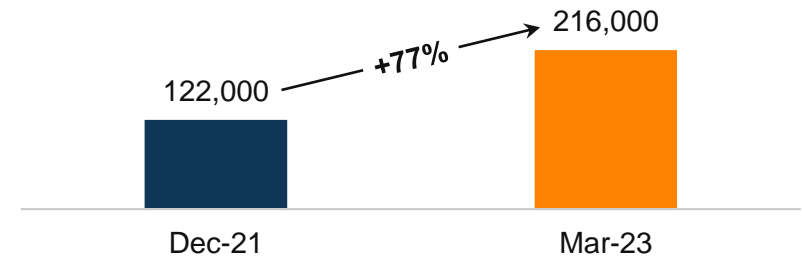
## EXPANSION TRACK RECORD

Area in SF

Global Consulting Company



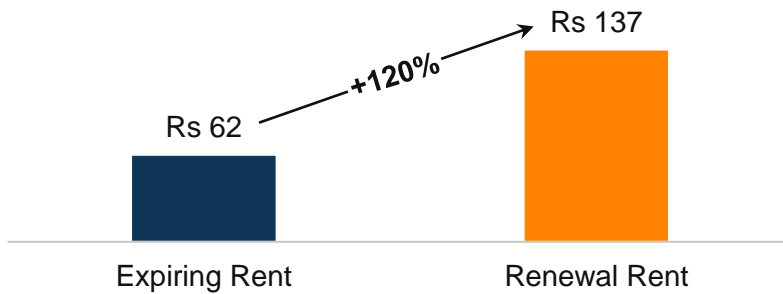
Global BFSI Company



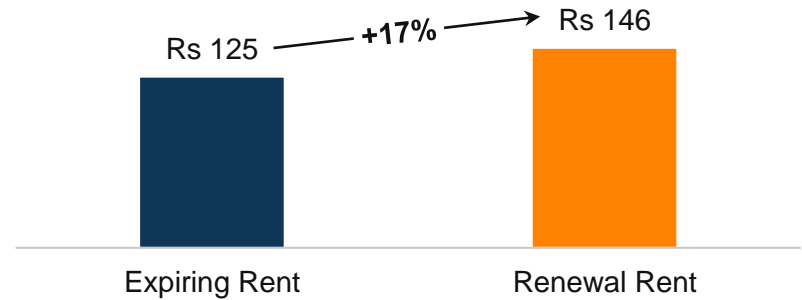
## MARK-TO-MARKET TRACK RECORD

Rent in Rs PSF/month

Global BFSI Company  
(218,000 SF)



Global FMCG Company  
(144,000 SF)





Continually upgraded our assets and amenities to create value and improve tenant experience

BEFORE

**DELPHI B**



**WINCHESTER**



**FAIRMONT**



AFTER



## Strategic capital investments have enhanced asset and income profile

### GLA REPURPOSING : DELPHI

- Achieved 88% rental re-rating by repurposing office areas to prime high street retail areas

Before

After



GLA	c. 40,000 SF	c. 49,000 SF
Category	Office	Retail
Rents	Rs 106 PSF <sup>(1)</sup>	Rs 198 PSF <sup>(2)</sup>

### GLA EXPANSION : VENTURA A

- Budgeted capital expenditure of c. Rs 440 M
- c. 80,000 SF of new area being added by converting parking / terrace areas to retail and office areas
  - Retail area of c. 31,000 SF pre-leased
  - Office area of c. 56,000 SF<sup>(3)</sup> expected to be completed by September 2023
- Achieved Rs 250+ PSF rental in the retail pre-leased area

### KEY TENANTS



(1) Expiring rent in September 2018.

(2) Weighted average rent in March 2023.

(3) Includes refurbishment of existing area of c.7,000 SF and new area of c.49,000 SF.

ESG program at Downtown Powai has undergone a significant transformation under Brookfield ownership and management

## KEY INITIATIVES

- Transitioned to 100% renewable power for all common areas
- 100% transition to LED Lighting for common areas
- EV Charging stations installed
- Launched Electric Bus Service for emission-free transit
- Indoor Air Quality monitoring sensors installed in common areas
- Universal Accessibility upgrades progress
- Expanding universal access



EV Charging Stations



Electric Buses

## AWARDS & RECOGNITION



**GOLD RATING  
BY IGBC<sup>(1)</sup>**



**CERTIFICATIONS FOR OCCUPATIONAL HEALTH  
AND SAFETY, QUALITY MANAGEMENT AND  
ENVIRONMENT MANAGEMENT**

(1) For seven of the nine buildings in the portfolio with certifications for balance buildings expected by July 2023.

# Funding of the Acquisition – Sources and Uses

Funding through a combination of Institutional Placement<sup>(1)</sup> by BIRET, investment by GIC and refinancing of debt (33.4%<sup>(2)</sup> pro-forma LTV post acquisition)

<b>SOURCES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>	<b>USES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>
BIRET Equity Issuance	Rs 19,396	Consideration to the Sellers <sup>(6)</sup>	Rs 33,926
Investment by GIC	18,713	Repayment of Debt	3,500
New Debt Issuance <sup>(5)</sup>	25,006	Refinancing of Existing Debt <sup>(5)</sup>	25,006
		BIRET Transaction Expenses / Cash Reserve	684
<b>Total Sources</b>	<b>Rs 63,116</b>	<b>Total Uses</b>	<b>Rs 63,116</b>

(1) In addition to the Institutional Placement, BIRET may also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

(2) Accounting for SPV level shareholder debt to be held by GIC affiliates (Rs 3,500 Million) which will be equal and pari-passu to NCDs to be held by BIRET, the pro-forma LTV will be 34.9%.

(3) The information presented in this table are estimates. Actual amounts may vary.

(4) Net of security deposits, other net liabilities and adjustments totaling to Rs 2,568 Million.

(5) The Asset SPVs propose to procure the debt from third party lenders and are in the process of obtaining such debt subject to agreement on definitive documentation.

(6) The consideration is subject to closing adjustments on the date of share transfer.



# Accretive Deal Metrics | Incremental NDCF

Rs Million, except per unit data	FY23	REMARKS
<b>Reported Net Operating Income (NOI)</b>	<b>Rs 4,121</b>	
Debt Financing, Working Capital, and Others	1,920	<ul style="list-style-type: none"> <li>Working capital, G&amp;A expenses, adjusted for one time items; Net debt drawdown to account for capital expenditure and working capital, adjusted for amortization as per new financing arrangement</li> </ul>
Interest Cost on External Debt	(2,126)	<ul style="list-style-type: none"> <li>Interest cost on post acquisition debt at 8.50% p.a.p.m.</li> </ul>
Capital Expenditure	(644)	<ul style="list-style-type: none"> <li>Capital expenditures for development and asset upgrades</li> </ul>
<b>NDCF</b>	<b>Rs 3,272</b>	
<b>NDCF – BIRET Share</b>	<b>Rs 1,636</b>	<ul style="list-style-type: none"> <li><b>Computed at 50% stake</b></li> </ul>
REIT Management Fees	(16)	
<b>Adjusted BIRET NDCF</b>	<b>Rs 1,620</b>	
<b># of Units Issued (in millions)</b>	<b>71</b>	<ul style="list-style-type: none"> <li>Assuming Institutional Placement at a price of Rs 275 per unit</li> </ul>
<b>Per Unit</b>	<b>Rs 22.96</b>	
<b>FY23 BIRET NDCF per unit</b>	<b>Rs 20.25</b>	
<b>Pro-forma BIRET NDCF per unit</b>	<b>Rs 20.72</b>	<ul style="list-style-type: none"> <li><b>Accretion of 2.3%</b></li> </ul>

# Acquisition Price

Acquisition Price is at a 5.8% discount to the average of two independent valuations

Rs MILLION		INDEPENDENT VALUATION				
ASSET	MSF	VALUER 1 <sup>(1)</sup>	VALUER 2 <sup>(2)</sup>	AVERAGE	% TOTAL	PSF
Operating Area	2.7	Rs 67,308	Rs 67,704	Rs 67,506	98%	Rs 25,428
Under Construction Area	0.1	1,707	1,280	1,494	2%	20,002
<b>Total GAV</b>	<b>2.7</b>	<b>Rs 69,015</b>	<b>Rs 68,984</b>	<b>Rs 69,000</b>	<b>100%</b>	<b>Rs 25,279</b>

<b>Acquisition Price</b>	<b>Rs 65,000</b>	<b>Rs 23,814</b>
<b>Discount %</b>	<b>5.8%</b>	

(1) Valuation has been prepared by L. Anuradha, an IBBI registered valuer.

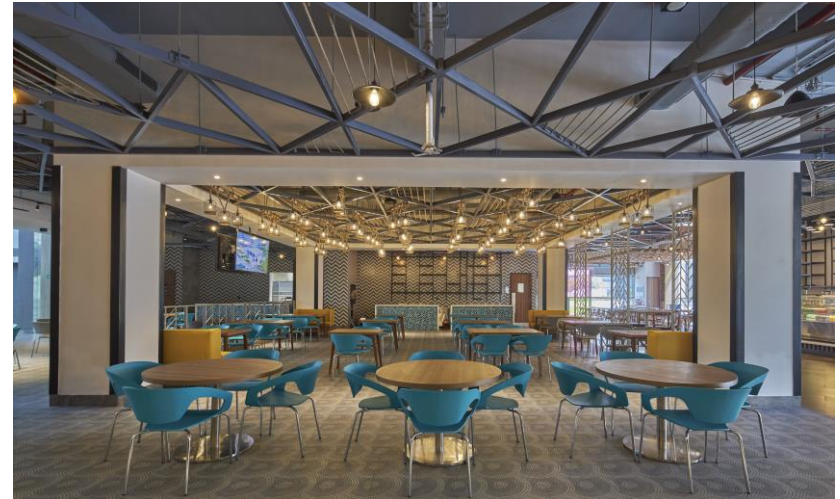
(2) Valuation has been prepared by ANVI Technical Advisors Pvt Ltd, an IBBI registered valuer.



# Transaction #2 – Candor Techspace G1

# Acquisition of G1

Platinum certified 3.8<sup>(1)</sup> MSF integrated office campus in Gurugram (Delhi NCR) with proximity to social and residential infrastructure and Delhi – Mumbai expressway



(1) Includes c.104,000 SF of future development potential.

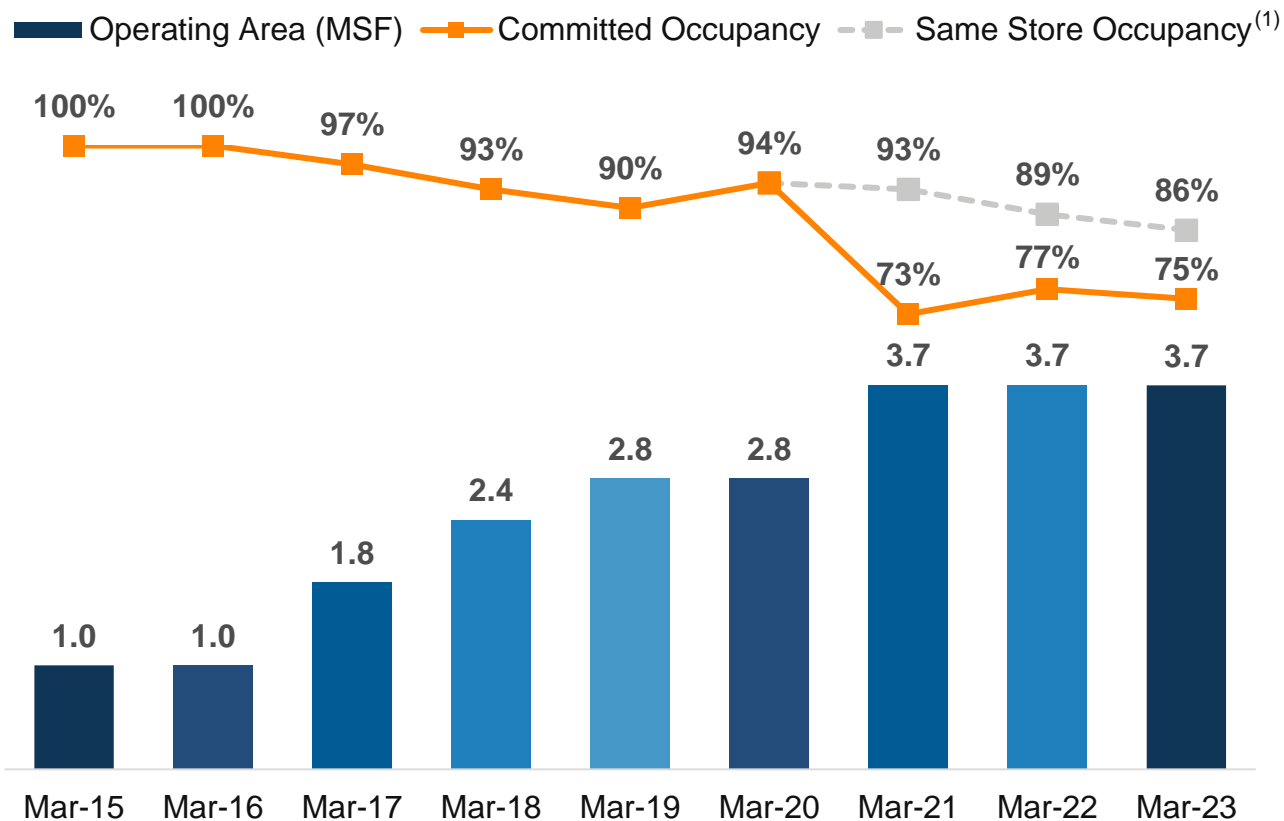
# Proven Track Record

Consistently maintained high committed occupancy while adding 2.7 MSF of new area

**2.7 MSF**  
Area delivered  
since April 1, 2015

**2.1 MSF**  
New leasing  
since April 1, 2015

**72%**  
Area Developed by Brookfield  
Group since April 1, 2015



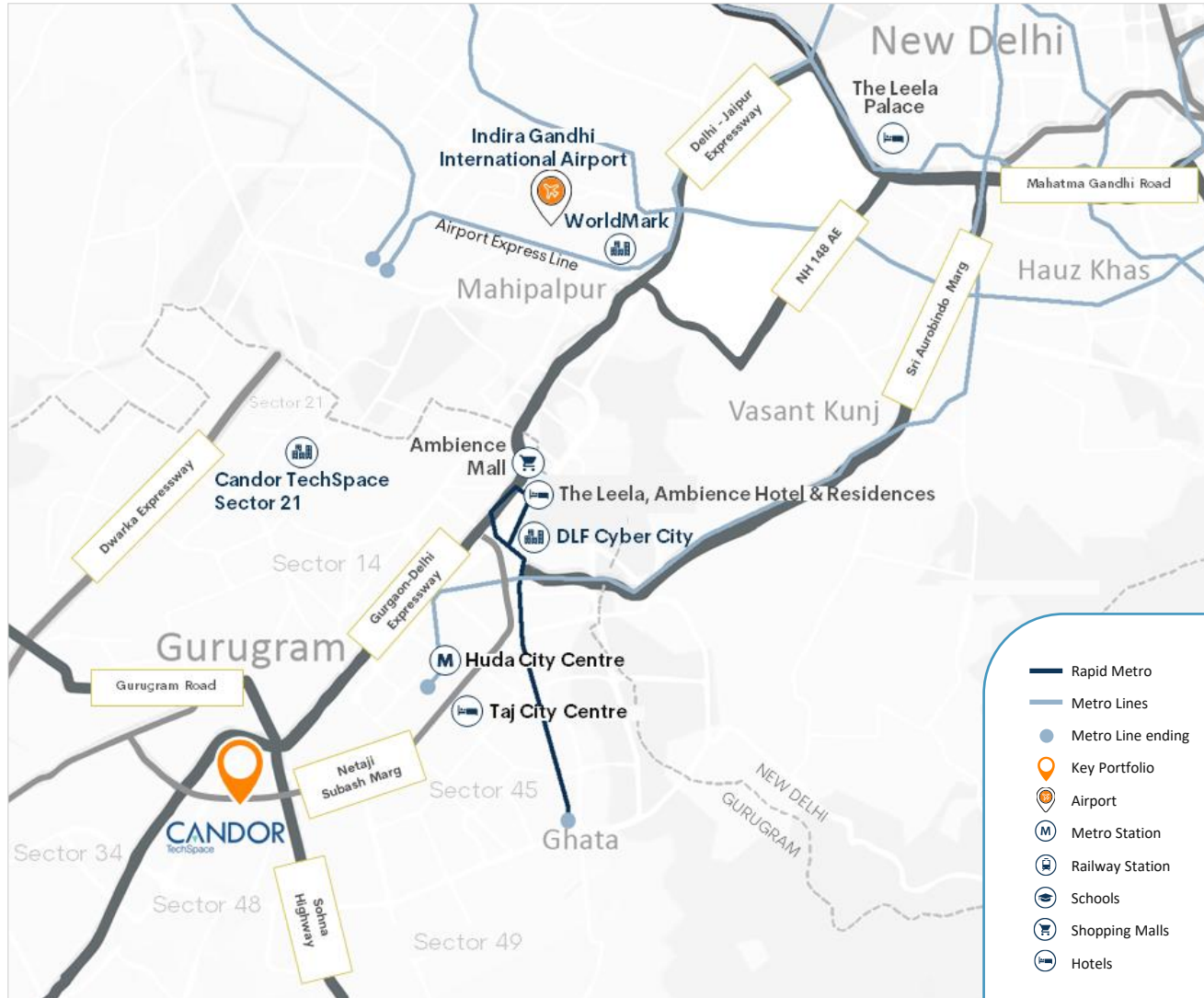
Area Leased during year (MSF)	Mar-15	Mar-16	Mar-17	Mar-18	Mar-19	Mar-20	Mar-21	Mar-22	Mar-23
	-	0.0	0.7	0.5	0.2	0.2	0.1	0.3	0.1

(1) Excluding Tower 8 / 8A which was delivered during FY21, occupancy of which is at 34% as on March 31, 2023.



# Strategic Location

Candor TechSpace, Sector 48, Gurugram is located in a vibrant community with a mix of residential and commercial hubs



Well-connected to the NCR region through roadways and metro





Close proximity to Indira Gandhi International Airport

All major arterial roads within 10km distance

Located within a premium residential and commercial hub

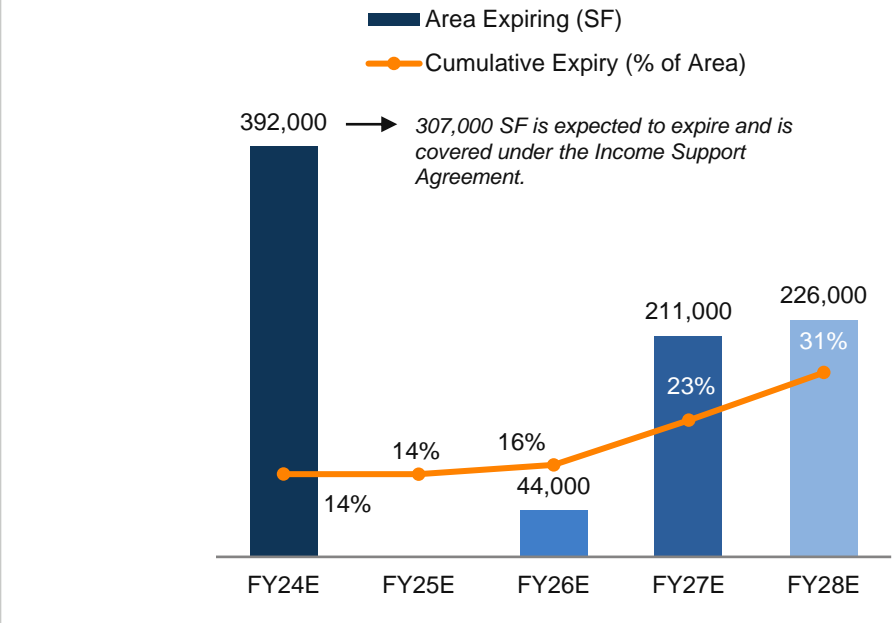
Diversified mix of Technology and GCC clients with limited expiry till FY28E

## TOP 10 TENANTS

Tenant	Sector	% Gross Contracted Rentals	% Leased Area
 Capgemini	Technology	19%	20%
Fidelity	BFSI	10%	11%
Evalueserve	Analytics	9%	8%
 encore CAPITAL GROUP Better Solutions. Better Life.®	BFSI	8%	8%
 wipro	Technology	8%	10%
Cognizant	Technology	6%	6%
An RCM Company <sup>(3)</sup>	Healthcare	5%	5%
Guardian	BFSI	5%	4%
 colt	Technology	4%	4%
NTT Data	Telecom	4%	4%
<b>Total</b>		<b>79%</b>	<b>80%</b>

- (1) % of Gross Contracted Rentals.  
 (2) Excludes retail and amenity areas.  
 (3) Refers to a leading American Revenue Cycle Management (RCM) company.

## LIMITED LEASE ROLLOVER

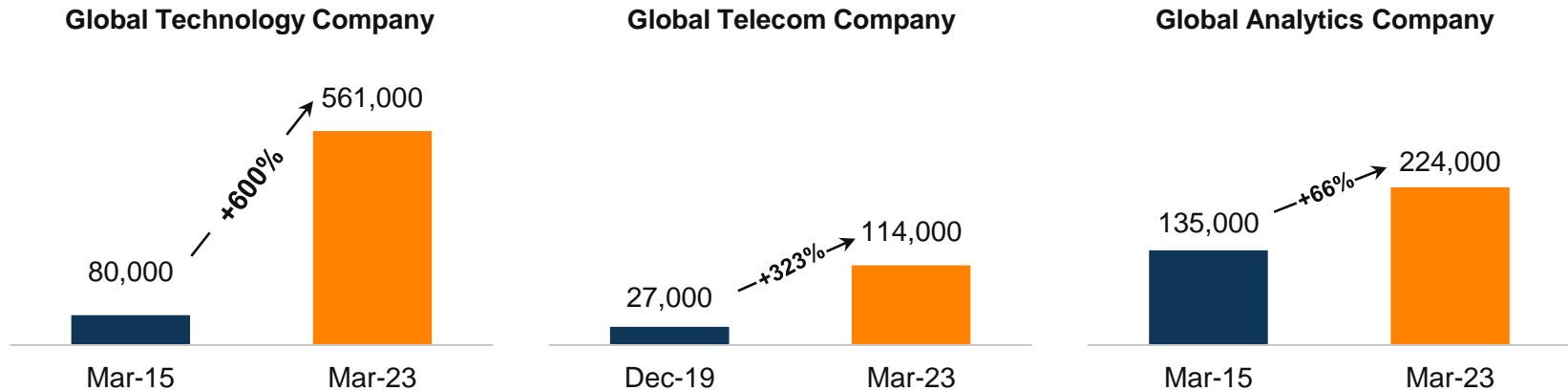


In-place rent at expiration <sup>(2)</sup> (Rs psf/month)	82	–	–	97	99
Cumulative expiry <sup>(1)</sup>	14%	14%	14%	23%	31%

High-quality office park with an established track record of expansion by global tenants

## EXPANSION TRACK RECORD

Area in SF



## RECENT LEASING SUCCESS - RELOCATION CASE STUDY



**c.222,000 SF**

LEASABLE AREA

**c.58,000 SF**

EXPANSION OPTION

**9 YEAR**

LEASE TERM

- *Encore relocated from a standalone asset in Gurugram to our campus-style office park*
- *Anchor tenant in our most recently developed tower (completed during COVID)*



ESG program at Candor G1 has undergone a significant transformation under Brookfield ownership and management

## KEY INITIATIVES

- Minimizing diesel usage to <1% of total power consumption through investments in 66 kV power substation
- 468 kWp solar rooftop power plant installed
- 100% organic waste composted on-site
- 100% onsite re-use of treated water
- Indoor air quality upgrades including electrostatic filters for AHU's
- Zero single-use plastic campus
- EV charging stations installed



Roof-top solar plant



STP Plant with Ultra-filtration

## AWARDS & RECOGNITION



PLATINUM  
RATING BY IGBC



BEE 5 STAR RATING



CERTIFICATIONS FOR OCCUPATIONAL HEALTH  
AND SAFETY, QUALITY MANAGEMENT AND  
ENVIRONMENT MANAGEMENT

# Funding of the Acquisition – Sources and Uses

Funding through a combination of Institutional Placement<sup>(1)</sup> by BIRET, investment by GIC and refinancing of debt (32.8%<sup>(2)</sup> pro-forma LTV post acquisition)

<b>SOURCES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>	<b>USES OF FUNDS<sup>(3,4)</sup></b>	<b>Rs Million</b>
BIRET Equity Issuance	Rs 14,604	Consideration to the Sellers <sup>(6)</sup>	Rs 17,841
Investment by GIC	13,921	Repayment of Debt	10,000
New Debt Issuance <sup>(5)</sup>	17,389	Refinancing of Existing Debt <sup>(5)</sup>	17,389
		BIRET Transaction Expenses / Cash Reserve	684
<b>Total Sources</b>	<b>Rs 45,914</b>	<b>Total Uses</b>	<b>Rs 45,914</b>

(1) In addition to the Institutional Placement, BIRET may also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law.

(2) Accounting for SPV level shareholder debt to be held by GIC affiliates (Rs 5,300 Million) which will be equal and pari-passu to NCDs to be held by BIRET, the pro-forma LTV will be 35.3%.

(3) The information presented in this table are estimates. Actual amounts may vary.

(4) Net of security deposits, other net liabilities and adjustments totaling to Rs 1,770 Million.

(5) The Asset SPVs propose to procure the debt from third party lenders and are in the process of obtaining such debt subject to agreement on definitive documentation.

(6) The consideration is subject to closing adjustments on the date of share transfer.

# Accretive Deal Metrics | Incremental NDCF

Rs Million, except per unit data	FY23	REMARKS
<b>Reported Net Operating Income (NOI)</b>	<b>Rs 2,750</b>	
Income Support	1,136	<ul style="list-style-type: none"> <li>As per the G1 Income Support Agreement</li> </ul>
Debt Financing, Working Capital, and Others	716	<ul style="list-style-type: none"> <li>Working capital, G&amp;A expenses, adjusted for one time items; Net debt drawdown to account for capital expenditure and working capital, adjusted for amortization as per new financing arrangement</li> </ul>
Interest Cost on External Debt	(1,478)	<ul style="list-style-type: none"> <li>Interest cost on post acquisition debt at 8.50% p.a.p.m.</li> </ul>
Capital Expenditure	(500)	<ul style="list-style-type: none"> <li>Capital expenditures for development and asset upgrades</li> </ul>
<b>NDCF</b>	<b>Rs 2,623</b>	
<b>NDCF – BIRET Share</b>	<b>Rs 1,312</b>	<ul style="list-style-type: none"> <li><b>Computed at 50% stake</b></li> </ul>
<b>REIT Management Fees</b>	<b>(13)</b>	
<b>Adjusted BIRET NDCF</b>	<b>Rs 1,299</b>	
<b># of Units Issued (in millions)</b>	<b>53</b>	<ul style="list-style-type: none"> <li>Assuming Institutional Placement at a price of Rs 275 per unit</li> </ul>
<b>Per Unit</b>	<b>Rs 24.45</b>	
<b>FY23 BIRET NDCF per unit</b>	<b>Rs 20.25</b>	
<b>Pro-forma BIRET NDCF per unit</b>	<b>Rs 20.82</b>	<ul style="list-style-type: none"> <li><b>Accretion of 2.8%</b></li> </ul>

# Acquisition Price

Acquisition Price is at a 5.8% discount to the average of two independent valuations

Rs MILLION		INDEPENDENT VALUATION				
ASSET	MSF	VALUER 1 <sup>(1)</sup>	VALUER 2 <sup>(2)</sup>	AVERAGE	% TOTAL	PSF
Operating Area	3.7	Rs 49,401	Rs 49,707	Rs 49,554	99%	Rs 13,413
Future Development Potential	0.1	548	671	610	1%	5,867
<b>Total GAV</b>	<b>3.8</b>	<b>Rs 49,949</b>	<b>Rs 50,378</b>	<b>Rs 50,164</b>	<b>100%</b>	<b>Rs 13,207</b>

<b>Acquisition Price</b>	<b>Rs 47,250</b>	<b>Rs 12,440</b>
<b>Discount %</b>	<b>5.8%</b>	

(1) Valuation has been prepared by L. Anuradha, an IBBI registered valuer.

(2) Valuation has been prepared by ANVI Technical Advisors Pvt Ltd, an IBBI registered valuer.

**Current and estimated rental yields for the Target Assets**

In accordance with the provisions of the REIT Regulations, the current and expected rental yield details of the Target Assets are provided below:

	G1	Downtown Powai	Remarks
<b>Operating</b>			
Operating Area	3.7 MSF	2.7 MSF	Operating Area as on March 31, 2023
Committed Occupancy %	75%	89%	Committed Occupancy as on March 31, 2023
<b>Current NOI for the Leased Area based on metrics as on March 31, 2023</b>			
Leased Area	2.8 MSF	2.4 MSF	Leased Area as on March 31, 2023
OLR (Rs PSF / month)	Rs 77 PSF	Rs 163 PSF	In-place Operating Lease Rentals as on March 31, 2023
OLR (Rs million)	Rs 2,585	Rs 4,637	Annualized income from Operating Lease Rentals
NOI / OLR Ratio %	106%	96%	Based on Net Operating Income for FY23 / Operating Lease Rentals for FY23
<b>Current NOI for Leased Area (A) (Rs million)</b>	<b>Rs 2,731</b>	<b>Rs 4,450</b>	<b>Based on NOI / OLR Ratio above</b>
<b>Estimated NOI for the Vacant Area based on based on metrics as on March 31, 2023</b>			
Vacant Area	0.9 MSF	0.3 MSF	Vacant Area as on March 31, 2023
OLR (Rs PSF / month)	Rs 77 PSF	Rs 163 PSF	Assumed same as OLR for Leased Area as of March 31, 2023
OLR (Rs million)	Rs 842	Rs 554	Annualized rental potential from vacant areas
NOI / OLR Ratio %	106%	96%	Based on Net Operating Income for FY23 / Operating Lease Rentals for FY23
<b>Estimated NOI for Vacant Area (B) (Rs million)</b>	<b>890</b>	<b>532</b>	<b>Based on NOI / OLR Ratio above</b>
<b>Total Estimated NOI (A + B) (Rs million)</b>	<b>Rs 3,621</b>	<b>Rs 4,981</b>	
<b>Valuation Summary (as on March 31, 2023)</b>			
Acquisition Price (Rs million)	Rs 47,250	Rs 65,000	
Value of Operating Area (% of total)	99%	98%	As per average of two independent valuation reports
<b>Value of Operating Area (C) (Rs million)</b>	<b>Rs 46,676</b>	<b>Rs 63,593</b>	
<b>Current NOI Yield % (based on metrics as on March 31, 2023)</b>	<b>5.9%</b>	<b>7.0%</b>	<b>Ratio of A to C</b>
<b>Estimated NOI Yield % (based on metrics as on March 31, 2023)</b>	<b>7.8%</b>	<b>7.8%</b>	<b>Ratio of (A+B) to C</b>

Estimated NOI Yield is based on Estimated NOI using metrics as on March 31, 2023 and assuming leasing of entire Vacant Area. Majority lease contracts have a contractual escalation of ~5% per annum and as a result, Estimated NOI and Estimated NOI Yield may vary.

## **F. Overview of the Proposed Resolutions**

The Manager is seeking approval from the Unitholders for the resolutions set out below:

### ***Approval under Regulation 22(5) of the REIT Regulations***

The following resolutions are required to be passed by way of simple majority (i.e., where the votes cast in favour of the resolution are required to be more than the votes cast against the resolution, or more than 50% of Unitholders entitled and voting are required to vote in favour of the resolution):

- **Resolution 1:** To consider and approve the Downtown Powai Acquisition for an Acquisition Price of Rs 65,000 million from the Downtown Powai Sellers (being related parties of BIRET as per the REIT Regulations).
- **Resolution 2:** To consider and approve the G1 Acquisition for an Acquisition Price of Rs. 47,250 million from the G1 Sellers and in connection with the G1 Acquisition, the MIOP Acquisition, for an acquisition price of Rs. 1,504 million from the MIOP Shareholders (being related parties of BIRET as per the REIT Regulations).
- **Resolution 3:** To consider and grant authority to borrow up to 40% of the aggregate value of all the assets under BIRET and matters related thereto.

The Brookfield Group Unitholders and their respective associates will not vote on Resolutions 1 and 2.

In accordance with Regulation 19(5)(b)(i) and the policy on related party transactions adopted by the Manager on behalf of BIRET, the Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition are related party transactions and the acquisition price for them together exceeds 10% of the Consolidated GAV of BIRET. Accordingly, BIRET seeks an approval from the Unitholders pursuant to Regulation 22(5) for the acquisitions of Downtown Powai SPV, G1 SPV and MIOP.

The Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition are subject to certain conditions precedent, including consents, Unitholder approval and regulatory approvals (as applicable) set out in the Transaction Agreements. For further details about the terms of the Transaction Agreements, please see “*Section III: D. Key terms of the Transaction Agreements*” below.

Upon consolidation of the accounts of BIRET, the subscription to Downtown Powai Consideration NCDs and G1 Consideration NCDs by Reco Iris and subsequently the Downtown Powai Debt Repayment NCDs and G1 Debt Repayment NCDs by Reco Europium and Reco Cerium (either directly or through their respective affiliates), in accordance with the terms of the Downtown Powai SHA and G1 SHA, respectively, will be considered as third-party debt under the REIT Regulations and the aggregate consolidated borrowings and deferred payments of BIRET (on a consolidated level), net of cash and cash equivalents, will exceed the current approved threshold of 35% of the Consolidated GAV of BIRET. Further, in order to meet the additional funding requirements of BIRET for various purposes, including the Downtown Powai Acquisition and G1 Acquisition, as well as to provide the flexibility to have an optimal capital structure, BIRET seeks a resolution that enables it (on a consolidated level) to borrow additional amounts through any modes permitted under applicable law, whether secured or unsecured, on such terms and conditions as the Manager may deem fit in the best interest of BIRET, such that the aggregate consolidated borrowing and deferred payments of BIRET (on a consolidated level), net of cash and cash equivalents, do not exceed 40% of the Consolidated GAV of BIRET from time to time.

### ***Approval under Regulation 22(6) of the REIT Regulations***

The following resolution is required to be passed by way of special majority (i.e., where the votes cast in favour of the resolution are required to be not less than one-and-a-half times the votes cast against the resolution):

- **Resolution 4:** To consider and approve the raising of funds through an Institutional Placement(s) of Units not exceeding Rs. 35,000 million in one or more placements.



## **G. Recommendations for Unitholder Approval**

### ***Downtown Powai Acquisition***

Based on the key benefits of the Downtown Powai Acquisition as set out in “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*” and the information set out in this Transaction Document, the Manager believes that the Downtown Powai Acquisition is consistent with the strategy and investment objectives of BIRET and is in the best interests of the Unitholders.

*Accordingly, the Manager recommends that the Unitholders vote at the EM in favour of the resolution to approve the Downtown Powai Acquisition.*

### ***G1 Acquisition and MIOP Acquisition***

Based on the key benefits of the G1 Acquisition, and in connection with the G1 Acquisition, the MIOP Acquisition, as set out in “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*” and the information set out in this Transaction Document, the Manager believes that the G1 Acquisition and the MIOP Acquisition are consistent with the strategy and investment objectives of BIRET and is in the best interests of the Unitholders.

*Accordingly, the Manager recommends that the Unitholders vote at the EM in favour of the resolution to approve G1 Acquisition and the MIOP Acquisition.*

### ***Increase in borrowing limits***

Upon consolidation of the accounts of BIRET, the subscription to Downtown Powai Consideration NCDs and G1 Consideration NCDs by Reco Iris and subsequently the Downtown Powai Debt Repayment NCDs and G1 Debt Repayment NCDs by Reco Europium and Reco Cerium (either directly or through their respective affiliates), in accordance with the terms of the Downtown Powai SHA and G1 SHA, respectively, will be considered as third-party debt under the REIT Regulations and the aggregate consolidated borrowings and deferred payments of BIRET (on a consolidated level), net of cash and cash equivalents, will exceed the current approved threshold of 35% of the Consolidated GAV of BIRET. Further, in order to meet the additional funding requirements of BIRET for various purposes, including the Downtown Powai Acquisition and G1 Acquisition, as well as to provide the flexibility to have an optimal capital structure, the Manager believes that the proposal to increase the aggregate consolidated borrowing and deferred payments of BIRET (on a consolidated level), net of cash and cash equivalents, to a limit not exceeding 40% of the Consolidated GAV of BIRET would be consistent with the investment objectives and strategy of BIRET and in the best interests of the Unitholders.

*Accordingly, the Manager recommends that the Unitholders vote at the EM in favour of the resolution to approve the increase in borrowing limit of BIRET to up to 40% of the Consolidated GAV of BIRET.*

### ***Institutional Placement***

Based on the proposed funding set out in “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*” below and the information set out in this Transaction Document, the Manager believes that the proposed G1 Acquisition and the Downtown Powai Acquisition through an Institutional Placement would be consistent with the investment objectives and strategy of BIRET and in the best interests of the Unitholders.

*Accordingly, the Manager recommends that the Unitholders vote at the EM in favour of the resolution to approve the Institutional Placement.*

## SECTION II

### Overview of BIRET and the Downtown Powai Acquisition, G1 Acquisition and the MIOP Acquisition

#### A. Information about BIRET

We are India's only institutionally managed public commercial real estate vehicle. Sponsored by an affiliate of the Brookfield, whose asset management business is one of the world's largest alternative asset managers with over US\$825 billion in assets under management, as of March 31, 2023. Our goal is to be the leading owner of high-quality income producing commercial real estate assets in key gateway Indian markets, which have significant barriers to entry.

We own a Current Portfolio of five large campus-format office parks, which we believe are "business-critical" to our occupiers, and are located in some of India's key gateway markets – Mumbai, Gurugram, Noida and Kolkata. Our Portfolio totals 18.7 msf, comprising 14.3 msf of Operating Area, 0.6 msf of Under Construction Area and 3.9 msf of Future Development Potential.

Our Current Portfolio's Operating Area has an Effective Economic Occupancy of 89% (and Committed Occupancy of 84%) and is leased to marquee multi-national corporations such as Accenture, Cognizant, Samsung, RBS among others. While a 7.9 year WALE provides stability to the cash flows of our Current Portfolio, we are well positioned to achieve further organic growth through a combination of contractual lease escalations, 21% Mark-to-Market headroom to In-place Rents and lease-up of Vacant Areas. Our Current Portfolio is significantly complete and stable with 94% of the GAV in operating properties.

We adopt strong corporate governance practices, and 50% of the Board comprises of independent directors. Additionally, we maintain protocols that are aimed at protecting the interests of the Unitholders, including maintaining low levels of leverage, simple fee structure and stringent oversight on related party transactions.

#### ***Key Business Highlights since IPO***

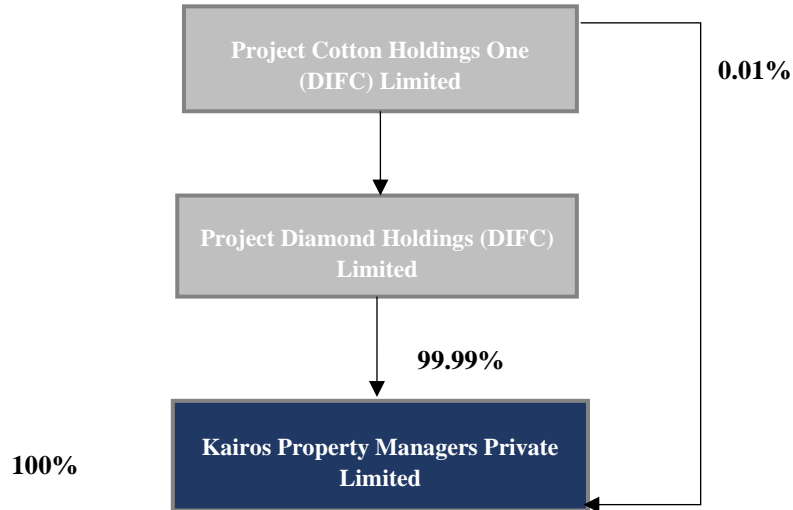
- Distributed Rs. 42.30 per unit, aggregating to Rs 13,460.67 million.
- Achieved gross leasing of 3.75 msf including 2.09 msf of new leasing and 1.66 msf of renewals.
- Enhanced the scale of BIRET through acquisition of 4.53 msf of large campus-style corporate park in Noida.
- Achieved 9.81% average escalation on 6.92 msf Leased Area.
- Leased and renewed 2.1 msf in FY23, with an 84% Committed Occupancy and 89% Effective Economic Occupancy as of March 31, 2023.
- Achieved a 5-star rating in first year of GRESB submission for FY22.
- Outperformed the Global Real Estate Sustainability Benchmark ("GRESB") global averages across all criteria, scoring 100% in social and governance categories.
- Advanced our net-zero target to 2040 or earlier.

**SECTION III**

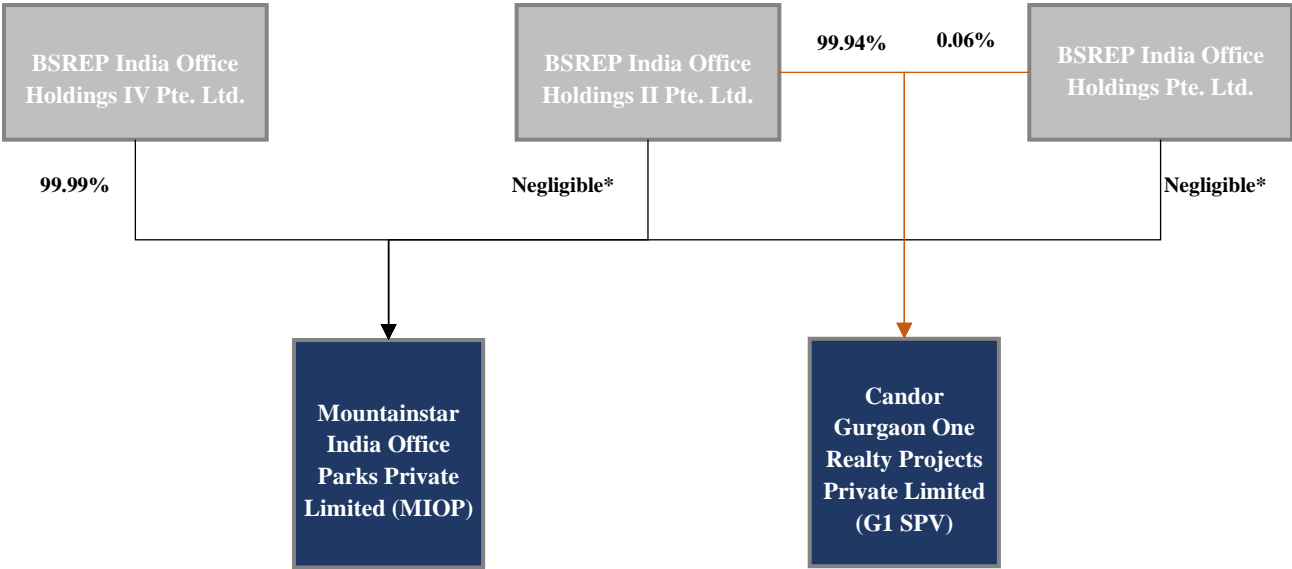
**A. Structure of Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition**

The charts below show the current structure of Downtown Powai SPV, G1 SPV and MIOP, current structure of BIRET prior to Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition and the structure of BIRET post Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition:

*Existing Downtown Powai SPV structure*



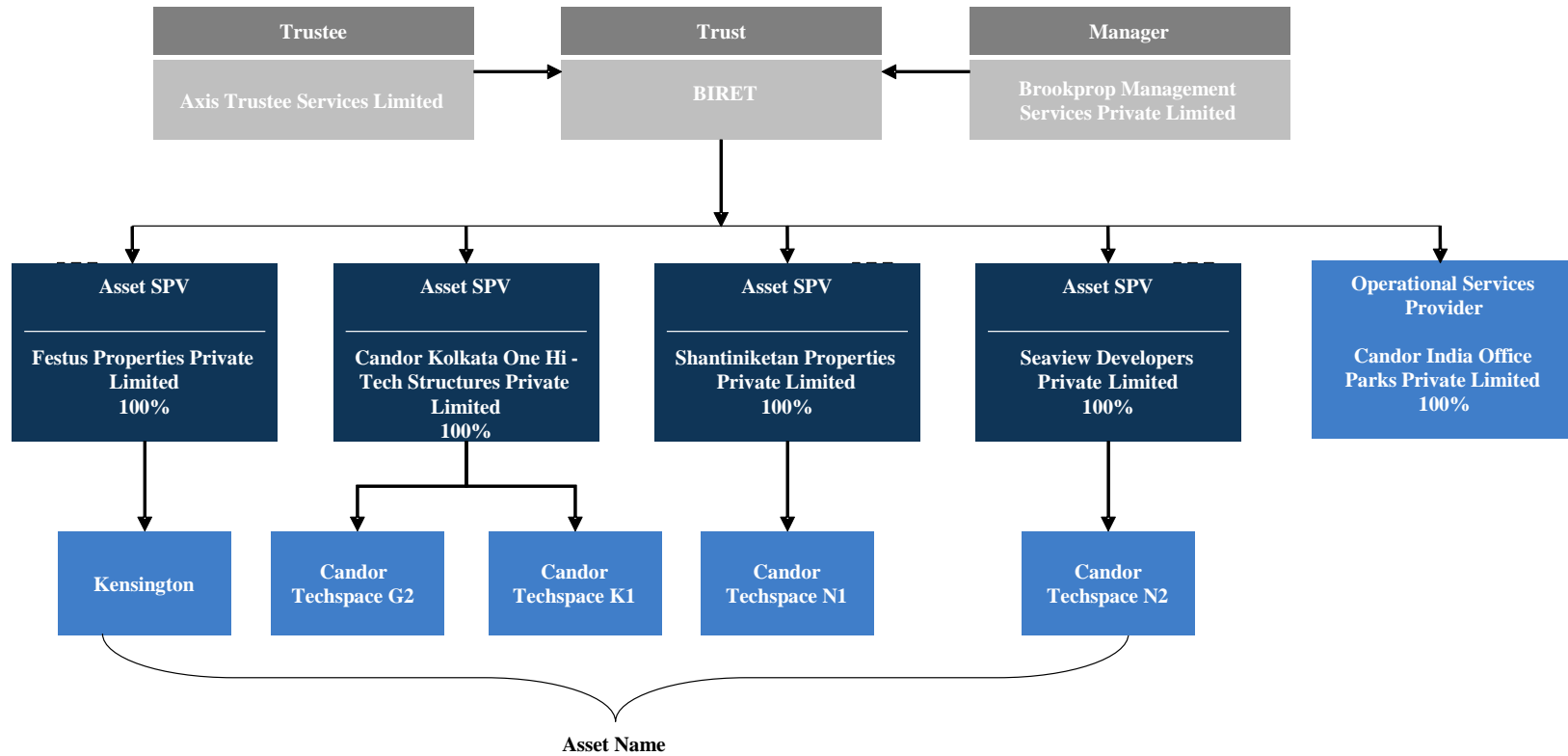
*Existing G1 SPV and MIOP structure*



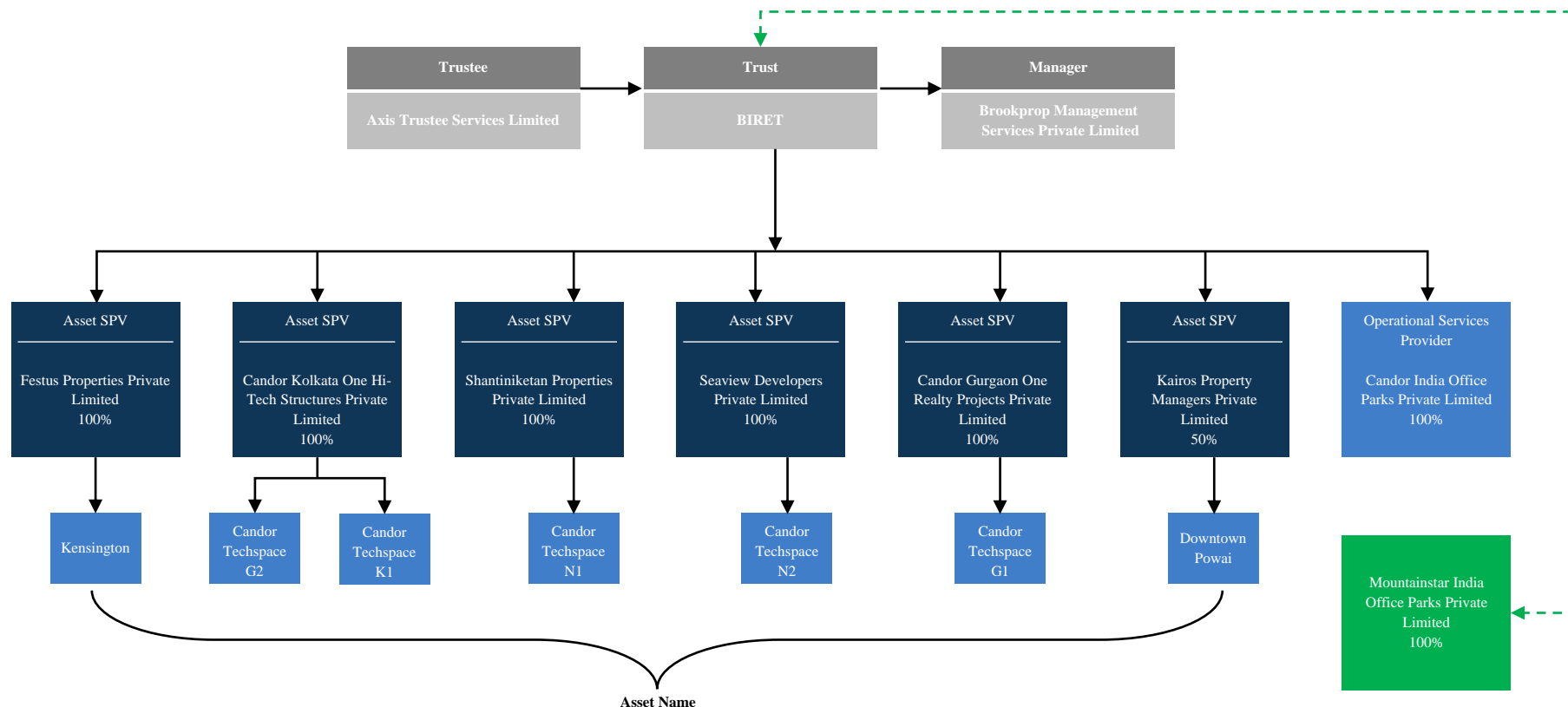
\*Holds 9,999 equity shares of MIOP

\*Hold 1 equity share of MIOP

*BIRET structure prior to Downtown Powai Acquisition, G1 Acquisition and MIOP Acquisition*



**BIRET structure post Downtown Powai Acquisition, G1 Acquisition and the MIOP Acquisition<sup>8</sup>**



<sup>8</sup> In relation to the acquisition of Candor G1, BIRET (either directly or through its holding company, SPV or affiliate subject to compliance with applicable law) also proposes to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders in accordance with the provisions of the MIOP Option Agreement. Upon termination of the Income Support Agreement, BIRET has the right to require the MIOP Shareholders to sell 100% of the share capital of MIOP (on a fully diluted basis) to BIRET and the MIOP Shareholders also have the right to require BIRET to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders.



**B. Related Parties**

The Acquisition Transactions are related party transactions under the REIT Regulations.

The Downtown Powai Sellers are Project Diamond and Project Cotton), the G1 Sellers are BSREP IOH II and BSREP IOH, and the MIOP Shareholders are BSREP IOH, BSREP IOH II and BSREP IOH IV, each being a member of the Brookfield Group. As a result of this, the Downtown Powai Sellers, G1 Sellers and MIOP Shareholders are related parties of BIRET.

The Acquisition Transactions will also involve the execution of certain agreements with the related parties. For further details, regarding the terms of the Transaction Agreements, please see “*Section I – E. Information regarding Downtown Powai SPV, G1 SPV and MIOP*” and “*Section III – D. Key Terms of the Transaction Agreements*”.

### C. Valuation of the Assets and Fairness Opinion

#### The Downtown Powai Acquisition

The tables below show the Acquisition Price calculation based on the average of the valuations as provided by the two independent Valuers:

Rs. Million	Independent Valuation					
	MSF	Valuer 1 <sup>(1)</sup>	Valuer 2 <sup>(2)</sup>	Average	% Total	PSF
Operating Area	2.7	Rs 67,308	Rs 67,704	Rs 67,506	98%	Rs 25,428
Under Construction Area	0.1	1,707	1,280	1,494	2%	20,002
<b>Total</b>	<b>2.7</b>	<b>Rs. 69,015</b>	<b>Rs. 68,984</b>	<b>Rs. 69,000</b>	<b>100%</b>	<b>Rs. 25,279</b>
<b>Acquisition Price</b>				<b>Rs. 65,000</b>		<b>Rs. 23,814</b>
<b>Discount %</b>				<b>5.80%</b>		

Footnotes:

(1) Valuation has been prepared by Ms. L. Anuradha, an IBBI registered valuer.

(2) Valuation has been prepared by ANVI Technical Advisors Pvt Ltd, an IBBI registered valuer.

The ready reckoner value for Downtown Powai as per the valuation report issued by ANVI Technical Advisors Private Limited is Rs. 51,162 million.

#### *Valuation Methodology*

The valuations have been conducted in accordance with the RICS Valuation – Global Standards 2020 and in compliance with the International Valuation Standards (IVS). The valuation of the office component, both completed as well as under construction components, has been arrived at through the Discounted Cash Flow Method. The Discounted Cash Flow Method considers the present value of net cash flows to be generated from the respective properties, taking into account the expected rental growth rate, vacancy period, occupancy rate, average sq. ft. rent and lease incentive costs. The expected net cash flows are discounted using the risk adjusted discount rates. Among other factors, the discount rate estimation considers the quality of a building and its location (prime vs. secondary), tenant credit quality, lease terms and investors expected return.

For further details, please see the section “Valuation Reports” below.

Axis Capital Limited has issued a fairness opinion to the independent directors on the Board of the Manager to BIRET, and opined that, subject to the assumptions and limitations of the scope, the proposed value of the Acquisition is fair, from a financial point of view, to the public unitholders of BIRET. Further, it may be noted that Axis Capital Limited and its affiliates have provided various services to BIRET, its affiliates, and may continue to provide such services in the future

#### The G1 Acquisition and the MIOP Acquisition

##### **G1 Acquisition:**

The tables below show the Acquisition Price calculation based on the average of the valuations as provided by the two independent Valuers:

Rs. Million	Independent Valuation					
	MSF	Valuer 1 <sup>(1)</sup>	Valuer 2 <sup>(2)</sup>	Average	% Total	PSF
Operating Area	3.7	Rs 49,401	Rs 49,707	Rs 49,554	99%	Rs 13,413
Future Development Potential	0.1	548	671	610	1%	5,867
<b>Total</b>	<b>3.8</b>	<b>Rs. 49,949</b>	<b>Rs. 50,378</b>	<b>Rs. 50,164</b>	<b>100%</b>	<b>Rs. 13,207</b>
<b>Acquisition Price</b>				<b>Rs. 47,250</b>		<b>Rs. 12,440</b>
<b>Discount %</b>				<b>5.81%</b>		

Footnotes:

(1) Valuation has been prepared by Ms. L. Anuradha, an IBBI registered valuer.

(2) Valuation has been prepared by ANVI Technical Advisors Pvt Ltd, an IBBI registered valuer.

The ready reckoner value for Candor Techspace G1 as per the valuation report issued by Ms. L. Anuradha is Rs. 6,600 per square foot of built-up area and Rs. 180,000 per sq. yard of land area.

### **Valuation Methodology**

The valuations have been conducted in accordance with the RICS Valuation – Global Standards 2020 and in compliance with the International Valuation Standards (IVS). The valuation of the office component, both completed as well as under construction components, has been arrived at through the Discounted Cash Flow Method. The Discounted Cash Flow Method considers the present value of net cash flows to be generated from the respective properties, taking into account the expected rental growth rate, vacancy period, occupancy rate, average sq. ft. rent, lease incentive costs and Income Support in accordance with the Income Support Agreement. The expected net cash flows are discounted using the risk adjusted discount rates. Among other factors, the discount rate estimation considers the quality of a building and its location (prime vs. secondary), tenant credit quality, lease terms and investors expected return.

For further details, please see the section “*Valuation Reports*” below.

Axis Capital Limited has issued a fairness opinion to the independent directors on the board of directors of the Manager to BIRET, and opined that, subject to the assumptions and limitations of the scope, the proposed value of the Acquisition is fair, from a financial point of view, to the public unitholders of BIRET. Further, it may be noted that Axis Capital Limited and its affiliates have provided various services, to BIRET, its affiliates, and may continue to provide such services in the future.

### **MIOP Acquisition:**

Rs. Million	Independent Valuation		
	Valuer 1 <sup>(1)</sup>	Valuer 2 <sup>(2)</sup>	Average
MIOP			
GAV	Rs. 1,553	Rs. 1,710	Rs. 1,632
<b>Acquisition price</b>			<b>Rs. 1,504</b>
<b>Discount %</b>			<b>8.06%</b>

Footnotes:

(1) Valuation has been prepared by Ms. L. Anuradha, an IBBI registered valuer.

(2) Valuation has been prepared by ANVI Technical Advisors Pvt Ltd, an IBBI registered valuer.

### **Valuation Methodology**

The valuations have been conducted in accordance with the RICS Valuation – Global Standards 2020 and in compliance with the International Valuation Standards (IVS). The valuation, as on March 31, 2025, has been arrived at through the Discounted Cash Flow Method. The Discounted Cash Flow Method considers the present value of net cash flows to be generated by the entity, taking into account the expected property management fee (*as agreed under the G1 Property Management Agreement*) net of expenses. The expected net cash flows are discounted using the risk adjusted discount rates.

## **D. Key Terms of the Transaction Agreements**

### ***For the Downtown Powai Acquisition:***

#### **I. Downtown Powai REIT SPA**

Project Diamond, BIRET (acting through the Manager) and Downtown Powai SPV have entered into a securities purchase agreement dated May 18, 2023 (“**Downtown Powai REIT SPA**”) for the sale of the Downtown Powai Sale Securities which shall constitute 50% of the share capital of Downtown Powai SPV on a fully diluted basis. Simultaneously, with the execution of the Downtown Powai REIT SPA, Project Diamond, Downtown Powai SPV, Reco Europium and Reco Iris have entered into a separate securities purchase agreement dated May 18, 2023 for the purchase of the remaining 50% of the share capital of Downtown Powai SPV (on a fully diluted basis) by Reco Europium (“**Reco Europium SPA**”). The Downtown Powai REIT SPA and Reco Europium SPA are collectively referred to as the “**Downtown Powai Securities Purchase Agreements**”.

#### ***Downtown Powai Sale Securities***

Downtown Powai Sale Securities means a total of (a) 4,879,500 Equity Shares; (b) 28,615,516 CCDs comprising such classes of CCDs as identified in the Downtown Powai REIT SPA. The purchase consideration has been arrived based on an enterprise value of Downtown Powai SPV of Rs. 65,000 million, which shall be adjusted in accordance with the provisions of the Downtown Powai REIT SPA.

#### ***Purchase Consideration***

The purchase consideration to acquire 50% of the share capital of Downtown Powai SPV (on a fully diluted basis) shall be paid by BIRET to the Downtown Powai Sellers in the form of cash consideration of Rs. 16,963 million (as may be adjusted for the preferential allotment of Units, if any, in consideration for purchase of such Equity Shares) for 4,879,500 Equity Shares of and 28,615,516 CCDs of Downtown Powai SPV.

Additionally, simultaneous to the occurrence of ‘Completion’ under the Reco Europium SPA, BIRET has agreed to subscribe to the Downtown Powai Consideration NCDs. For details please see “– *For the Downtown Powai Acquisition: Downtown Powai Debenture Subscription Agreement*” below.

#### ***Standstill Conditions***

Downtown Powai SPV has agreed to conduct all its business in the ordinary course and to not undertake the following activities, among others, until the earlier of ‘Completion’ under the Downtown Powai REIT SPA or its termination: (i) buy or sell any movable property or create any encumbrance over such property, (ii) repay debt in excess of prescribed monetary limits; and (iii) make any changes to its constitutional documents.

#### ***Conditions to the Downtown Powai Acquisition***

The obligation of BIRET to acquire the Downtown Powai Sale Securities and the obligation of the Downtown Powai Sellers to sell such Downtown Powai Sale Securities, is conditional upon the completion (unless waived) of certain conditions precedent including, *inter alia*: (i) Project Diamond shall have procured the consent of the Company Lenders (*as defined in the Downtown Powai REIT SPA*) for, *inter alia*, consummation of the Downtown Powai Acquisition; (ii) Downtown Powai SPV taking such steps to give effect to refinancing of indebtedness to the Company Lenders, following Completion (*as defined in the Downtown Powai REIT SPA*) by way of loans totalling to an aggregate sanction amount of Rs. 32,500 million; (iii) Project Diamond having provided to BIRET a draft of the valuation report determining the fair market value of the Downtown Powai Sale Securities; (iv) each Company Lender having consented to, *inter alia*, refinancing the entire indebtedness of the Downtown Powai SPV owed to the Company Lender and release of security created to secure such indebtedness consequent upon such repayment; and (v) BIRET having obtained the approval of the Unitholders for (a) undertaking the Institutional Placement and allotment of Units to qualified institutional buyers/investors under the Institutional Placement(s); and (b) for undertaking the Downtown Powai Acquisition under the Downtown Powai REIT SPA.

#### ***Representations and Warranties***

Project Diamond has given certain customary representations and warranties under the Downtown Powai REIT SPA, including in relation to the title held by Project Diamond in the Downtown Powai Sale Securities.

### ***Indemnification***

BIRET will be indemnified for certain breaches of the Downtown Powai REIT SPA by the Downtown Powai Sellers and these indemnities are subject to monetary and time-period limitations that have been mutually agreed between Project Diamond and BIRET.

### ***Termination of Downtown Powai REIT SPA***

The closing under the Downtown Powai REIT SPA shall occur upon completion of the seller and purchaser conditions to the satisfaction of the respective parties and in the manner set out in the Downtown Powai REIT SPA. However, closing under the Downtown Powai REIT SPA is not conditional to the closing under the Reco Europium SPA. The Downtown Powai REIT SPA may be terminated (i) by mutual consent of the parties if agreed in writing; (ii) automatically, if the closing does not take place by the stipulated long stop date (*i.e.*, three months from the execution date of the Downtown Powai REIT SPA, or such other extended date in accordance with the Downtown Powai REIT SPA), subject to the terms laid down in the Downtown Powai REIT SPA; (iii) automatically, if any condition precedent is not fulfilled or waived or deferred to as a condition subsequent to completion under the Downtown Powai REIT SPA by any party; or (iv) by BIRET upon (a) disagreement between the parties on a material disclosure under the updated disclosure letter, in the manner specified in the Downtown Powai REIT SPA; or (b) by written notice to Downtown Powai SPV and the Downtown Powai Sellers, if a breach of the covenants and obligations of the Downtown Powai Sellers or Downtown Powai SPV has occurred, or (c) upon the occurrence of a material adverse effect, wherein the breach or the material adverse effect is not rectified within the cure period, in accordance with the Downtown Powai REIT SPA.

## **II. *Downtown Powai SHA***

“**Downtown Powai SHA**” means the shareholders’ agreement dated May 18, 2023 executed between BIRET, Reco Europium and Downtown Powai SPV and includes any amendments, addendums or supplemental agreements or documents as may be entered into by each of the parties in writing.

BIRET, Reco Europium and Downtown Powai SPV have entered into the Downtown Powai SHA to record their *inter-se* rights and obligations as shareholders of Downtown Powai SPV and the terms of management and governance of Downtown Powai SPV. Except for certain provisions in the Downtown Powai SHA such as definitions, shareholder commitment, terms and conditions of the shareholder commitment NCDs, confidentiality, termination and dispute resolution, which will come into effect upon execution of the Downtown Powai SHA, the other terms of the Downtown Powai SHA will become applicable when ‘Completion’ (as defined under the Downtown Powai Securities Purchase Agreements) takes place, whichever is later (“**Downtown Powai Effective Date**”), unless otherwise prescribed in the Downtown Powai SHA. For details of the Downtown Powai Securities Purchase Agreements, see “*For the Downtown Powai Acquisition – Downtown Powai REIT SPA*” above.

The key terms of the Downtown Powai SHA are as follows:

- ***Board composition, board nominee and observer rights:*** The board of directors of Downtown Powai SPV (“**Downtown Powai Board**”) shall comprise a total of 3 directors or such other number of directors as may be mutually agreed to between BIRET and Reco Europium. Further, the committees of the Downtown Powai Board are required to be constituted in the same proportion as mentioned below.

As long as BIRET holds not less than 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV, it has the right to nominate 2 directors to the Downtown Powai Board and Reco Europium has the right to nominate 1 director to the Downtown Powai Board.

In the event the number of directors on the Downtown Powai Board is required to be increased, as a result of a change in applicable law, then BIRET is entitled to, for as long as it holds not less than 50% of the share capital of Downtown Powai SPV (on a fully diluted basis), to nominate the majority of the directors on the Downtown Powai Board. If BIRET holds less than 50% of the share capital of Downtown Powai SPV (on a

fully diluted basis), then BIRET and Reco Europium shall have the right to nominate directors on the Downtown Powai Board in proportion to their respective shareholding in Downtown Powai SPV.

Additionally, each of BIRET and Reco Europium have the right to appoint observers on the Downtown Powai Board in proportion to their respective shareholding in Downtown Powai SPV and such board observers shall not have any voting rights. Each of BIRET and Reco Europium are entitled to quorum rights for the meetings of the Downtown Powai Board, committee and shareholder meetings.

- *Management, development and operations:* Downtown Powai SPV will engage CIOP as its property manager in accordance with the terms of the Downtown Powai Property Management Agreement. For details of the Downtown Powai Property Management Agreement, see “*For the Downtown Powai Acquisition – Downtown Powai Property Management Agreement*” below. Further, in the event Downtown Powai SPV undertakes any new development, asset upgrade or redevelopment after the Downtown Powai Effective Date, then it shall appoint a member of the Brookfield Group (as defined in the Downtown Powai SHA) to act as the identified development manager and the Downtown Powai is required to enter into a development management agreement for all such development work with the identified development manager, for a pre-approved fee, on terms and conditions agreed to in writing between Downtown Powai SPV with the prior written approval of BIRET and Reco Europium on the one hand and the identified development manager on the other hand.

In the event any action is proposed to be taken against CIOP under the Downtown Powai Property Management Agreement or against the identified development manager under the development management agreement and during the said period for so long as CIOP and/ or the development manager continue to form a part of the Brookfield Group or are an affiliate or subsidiary of BIRET, owing to the conflict of interest between BIRET on one side and CIOP and/ or the development manager on the other, Reco Europium, being the non-conflicted party, shall have the right, in view of the best interests of Downtown Powai SPV and its shareholders, to exercise the rights and remedies of Downtown Powai SPV under the respective agreements. However, the aforesaid right available to Reco Europium will be exercisable only after Reco Europium has consulted and engaged in good faith discussions with BIRET and the Downtown Powai Board as to the actions being proposed to be taken under the respective agreements. In case of a difference of opinion between Reco Europium and BIRET or the Downtown Powai Board, for so long as CIOP and/ or the development manager are a member of the Brookfield Group or an affiliate or subsidiary of BIRET, the decision of Reco Europium on such matter shall prevail and constitute the decision of Downtown Powai SPV. However, nothing mentioned above shall be construed to prevent BIRET from exercising any rights to bring an action on behalf of Downtown Powai SPV against CIOP and/ or the development manager, consistent with the principles of law that apply to derivative actions.

- *Reserved Matters:* The Downtown Powai SHA sets out a list of decisions to be taken up by Downtown Powai SPV at a meeting of the Downtown Powai Board or shareholders only with a prior written consent of both BIRET and Reco Europium. The matters which require such affirmative consent include protective rights customary to transactions of this nature and include, amongst others: (a) entering into related party transactions; (b) any increase, decrease or other alteration in the authorised or paid-up share capital; (c) any incurring of expenditure or liabilities in excess of the thresholds set out in the Downtown Powai SHA; (d) any deviations from or amendments to the annual business plan and budget, leasing guidelines and the development budget (as such terms have been defined in the Downtown Powai SHA); and (e) undertaking any borrowings or incurring any indebtedness, excluding in relation to any new facility forming part of the annual business plan and budget or any refinancing in terms of the refinancing guidelines.

The Downtown Powai SHA provides for a mechanism for shareholder resolution in the event there is a refusal or failure of either shareholder to grant consent for certain reserved matters (“**Deadlock**”). However, for such time until the Deadlock has not been resolved, the parties to the Downtown Powai SHA shall continue to conduct Downtown Powai SPV affairs in such a manner as they were being conducted prior to such a Deadlock.

- *Compliance with SEBI REIT Regulations:* As long as the Downtown Powai SPV is classified as an SPV of BIRET, Reco Europium has undertaken to not exercise any of its rights under the Downtown Powai SHA in



such a manner that would prevent BIRET or Downtown Powai SPV from complying with the provisions of the SEBI REIT Regulations. In case of any inconsistency between BIRET's obligations under the Downtown Powai SHA and the SEBI REIT Regulations, the latter shall prevail.

For the purpose of preparation of the consolidated financial statements of BIRET and submission of the same to the stock exchanges/ Unitholders, as required under applicable law, both BIRET and Reco Europium have agreed that Downtown Powai SPV shall provide the financial statements of Downtown Powai SPV for the relevant quarter to BIRET in a timely manner and in accordance with the provisions set out under the Downtown Powai SHA including with respect to preparation, notification and resolution of differences, if any, with respect to the financial statements of Downtown Powai SPV.

- *Shareholder Commitment towards reduction of external debt:* (a) No later than 7 (Seven) days prior to the Downtown Powai Effective Date, as well as (b) during the 6 month period (or 12 month period, if so requested by BIRET) following the Downtown Powai Effective Date, each of the shareholders shall infuse up to Rs. 1,750 million (or such reduced amount in accordance with the Downtown Powai SHA) in Downtown Powai SPV, towards reducing the external indebtedness in Downtown Powai SPV (or for such other purposes as will be set forth under the debenture subscription agreement), as mentioned in the Downtown Powai SHA ("**Shareholder Commitment Amount**"), by subscribing to NCDs in accordance with the Downtown Powai SHA. The Downtown Powai SHA also lays out the timelines and consequences for any failure by the shareholders in infusing the Shareholder Commitment Amount in accordance with the timelines prescribed above.
- *Transfer restrictions*
  - (a) At all points in time and other than where BIRET is itself in default as identified in the Downtown Powai SHA, Reco Europium is not permitted to transfer any of the Downtown Powai Securities held by it to any entity that has been identified as a 'BIRET Competitor' as set out under the Downtown Powai SHA.
  - (b) Other than as expressly provided under the Downtown Powai SHA, for a period of 24 months from the Downtown Powai Effective Date, (a) both BIRET and Reco Europium shall not directly or indirectly sell any of the Downtown Powai Securities held by them, without the prior written consent of the other shareholder; and (b) Reco Europium shall not undergo any change of control, as defined under the Downtown Powai SHA, without the prior written consent of BIRET.
  - (c) After completion of the lock-in period of 24 months both the shareholders are free to transfer the Downtown Powai Securities subject to the transfer restrictions set out below:
    - i. if Reco Europium proposes to directly or indirectly sell all (and not less than all) of its Downtown Powai Securities to a third party (not being a 'BIRET Competitor') then it shall offer BIRET a right of first offer in accordance with the terms and conditions as set out in the Downtown Powai SHA.
    - ii. if BIRET proposes to directly sell all (and not less than all) of its Downtown Powai Securities to a third party then it is required to offer Reco Europium a right of first offer and a tag along right in accordance with the terms and conditions as set out in the Downtown Powai SHA.
- *Event of Default and Put/ Call options:* The following events have been identified as events of default under the Downtown Powai SHA *inter alia*: (a) breach of certain provisions of the Downtown Powai SHA by a shareholder or its affiliates (as defined in the Downtown Powai SHA) in relation to, among other things: (I) board meetings, (II) general meetings; (III) rights in subsidiaries; (IV) transfers; (V) reserved matters; (VI) Reco Europium's Right to Participate (*as mentioned under "Other rights and obligations – (a)" below*); and (VII) identified provisions of a change in control; (b) wilful default by Downtown Powai SPV of the information and access rights under the Downtown Powai SHA; (c) failure to treat shareholders alike as to matters concerning distributions by Downtown Powai SPV (except as set out in the Downtown Powai SHA); (d) occurrence of an insolvency event of a shareholder; (e) any fraud in relation to Downtown Powai SPV,

its subsidiaries or the business by the shareholders or their affiliates (as defined in the Downtown Powai SHA); and (f) fraud or a breach of compliance with provisions relating to financial crimes by (I) the identified property manager under the Downtown Powai Property Management Agreement or (II) the identified development manager under the development management agreement, if such conduct or actions resulting in the fraud or breach benefits or enriches BIRET (to the exclusion of Downtown Powai SPV and Reco Europium).

Upon the occurrence of an event of default, which has not been cured within the timelines mentioned in the Downtown Powai SHA, the non-defaulting shareholder has, at its discretion, the right to either (a) purchase the Downtown Powai Securities of the defaulting shareholder at a price equivalent to 90% of the fair value of the defaulting shareholder's Downtown Powai Securities (*Call Option*); or (b) sell all of its Downtown Powai Securities to the defaulting shareholder for a price equivalent to 110% of the fair value of the Downtown Powai Securities held by the non-defaulting shareholder (*Put Option*).

- *Right to buy-sell:* So long as (a) BIRET or any member of the Brookfield Group, and (b) Reco Europium or members of the Investor Group (as defined under the Downtown Powai SHA) are shareholders in both Downtown Powai SPV and G1 SPV, in the event of issuance of an event of default notice by either of the above parties pursuant to terms of the G1 SHA, then the party who has triggered such an event of default will also have the right to require either all its Downtown Powai Securities to be bought by the defaulting party or all of Downtown Powai Securities held by the defaulting party to be sold to such triggering party. For this, the defaulting party shall determine a price for the transfer of the securities which shall be range bound within the regulatory price, and the non-defaulting party shall have the ability to choose to buy or sell the securities of Downtown Powai at such price.
- *Information and Access Rights:* The shareholders of Downtown Powai SPV are entitled to receive, among others: (a) the un-audited quarterly financial statements and the audited financial statements, both on a standalone and consolidated basis, (b) annual and quarterly internal audit reports, (c) minutes of all Downtown Powai Board, its committees and shareholder meetings, and (d) information with respect to the commencement of any material proceedings within the timelines prescribed in the Downtown Powai SHA, as applicable. Additionally, the shareholders are also entitled to inspect the books and accounts, the premises, properties and contracts of Downtown Powai SPV.
- *Other rights and obligations:* Downtown Powai SHA also provides for certain other rights and obligations of the shareholders of the Downtown Powai SPV which include, (a) an undertaking from BIRET to provide Reco Europium the ability to acquire or invest certain stake, alongside BIRET, in real estate opportunities around Downtown Powai meeting certain parameters as detailed out in and in accordance with the Downtown Powai SHA, (b) Reco Europium having the right to require a joint sale of all of Downtown Powai Securities if SEBI (or any appellate authority appointed under the SEBI Act having jurisdiction over a REIT or SPV), imposes a sanction against BIRET or the Downtown Powai SPV and which order has a material adverse effect on the Downtown Powai SPV, provided that BIRET has not managed to procure a stay on such order or have it set aside or resolved in the manner set out in the Downtown Powai SHA within 5 months, (c) if Reco Europium continues to be a shareholder of the Downtown Powai SPV after 7 years from the Downtown Powai Effective Date, then for a period of 2 years, the shareholders shall make reasonable endeavors in good faith to procure an exit for Reco Europium by way of a stake swap in the manner set out in the Downtown Powai SHA, and (d) upon BIRET undergoing a Change in Control (as defined under the Downtown Powai SHA (which is linked to the ownership of the manager and sponsor)), other than in favour of an entity forming part of the Agreed Whitelist (as set out in the Downtown Powai SHA), Reco Europium having the right to require all of its Downtown Powai Securities to either be bought by BIRET or all of the Downtown Powai Securities held by BIRET to be sold to it.
- *Termination of the Downtown Powai SHA:* The Downtown Powai SHA may be terminated (a) by mutual consent of the parties in writing; (b) automatically, upon termination of the Downtown Powai REIT SPA and the Reco Europium SPA; or (c) with respect to a shareholder, with immediate effect upon such shareholder and its affiliates ceasing to hold any Downtown Powai Securities, provided that such termination will not affect the rights and obligations of any person who has acquired securities or who has been assigned certain rights in accordance with the Downtown Powai SHA.

- *Relook:* In the event that ‘Completion’ under the Reco Europium SPA does not occur, solely as a result of termination of the Downtown Powai REIT SPA on or before the Long Stop Date (*as defined in the Reco Europium SPA*), and Reco Europium has not terminated or called an event of default under the Reco Europium SPA prior to such termination and subsequently, at any time within the next 12 months following such termination, BIRET proposes to acquire 50% interest in Downtown Powai SPV along with a joint venture partner to acquire the remaining 50% interest, then it shall first offer Reco Europium the right to acquire 50% interest in Downtown Powai SPV on the same commercial terms as those acceptable to BIRET.
- The Downtown Powai SHA envisages certain rights and obligations of both shareholders which the respective shareholders may transfer to their respective assignees.

### III. *Downtown Powai Interim SHA*

BIRET, Project Diamond, Project Diamond FPI and Downtown Powai SPV propose to enter into a shareholders’ agreement (“**Downtown Powai Interim SHA**”) to record their *inter-se* rights and obligations as shareholders of Downtown Powai SPV and the terms of management and governance of Downtown Powai SPV if ‘Completion’ (as defined under the Reco Europium SPA) does not occur simultaneously with ‘Completion’ under the Downtown Powai REIT SPA. The provisions in the Downtown Powai Interim SHA will come into effect upon execution of the Downtown Powai Interim SHA.

The key terms of the Downtown Powai Interim SHA are as follows:

- *Board composition, board nominee and observer rights:* The Downtown Powai Board shall comprise a total of 3 directors or such other number of directors as may be mutually agreed to between BIRET and Project Diamond. Further, the committees of the Downtown Powai Board are required to be constituted in the same proportion as the Downtown Powai Board as mentioned above. As long as BIRET holds not less than 50% of the share capital of Downtown Powai SPV (on a fully diluted basis), it has the right to nominate majority directors to the Downtown Powai Board. Additionally, BIRET and Project Diamond shall have the right to appoint observers to the Downtown Powai Board in proportion to their shareholding in the Downtown Powai SPV.
- *Compliance with REIT Regulations:* Subject to Downtown Powai SPV being classified as an SPV of BIRET, Project Diamond has undertaken to not exercise any of its rights under the Downtown Powai Interim SHA in such a manner that would prevent BIRET or Downtown Powai SPV from complying with the provisions of the REIT Regulations, and in case of any inconsistency between the terms agreed under the Downtown Powai Interim SHA and BIRET’s obligations under the REIT Regulations, the latter shall prevail.
- *Transfer restrictions:* Each of the shareholders shall be permitted to transfer all, but not less than all of the securities held by them, to any third parties without the consent of the other shareholder, subject to execution of a deed of adherence. Further, in the event ‘Completion’ under the Reco Europium SPA does not occur within the ‘Long Stop Date’ (*as defined in the Reco Europium SPA*), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV from Project Diamond such that BIRET owns 100% of the share capital (on a fully diluted basis) of the Downtown Powai SPV. BIRET shall have the ability to exercise such right to purchase the remaining 50% of the share capital (on a fully diluted basis) of Downtown Powai SPV from Project Diamond within a period not exceeding 6 months (or such other period as may be mutually agreed between BIRET and Project Diamond) from the date of execution of the Downtown Powai REIT SPA.
- *Information Rights:* In addition to such other information as BIRET and Project Diamond are entitled to obtain under applicable law, BIRET and Project Diamond are entitled to reasonably request for such additional information as may be required by them, from time to time.
- *Termination of the Downtown Powai Interim SHA:* The Downtown Powai Interim SHA may be terminated (a) by mutual consent of the parties in writing; (b) automatically, upon termination of the Downtown Powai REIT SPA; (c) automatically, without any further action, 1 (one) day prior to the ‘Completion Date’ (as

defined under the Reco Europium SPA); or (d) with respect to a shareholder, with immediate effect upon such shareholder and its affiliates ceasing to hold any securities in Downtown Powai SPV, provided that such termination will not affect the rights and obligations of any person.

#### **IV. *Downtown Powai Property Management Agreement***

Candor India Office Parks Private Limited (“**CIOP**”), owned 100% by BIRET, and Downtown Powai SPV have entered into an agreement dated May 18, 2023 (“**Downtown Powai Property Management Agreement**”) appointing CIOP to provide real estate operating services in relation to the leasing, management and operations of Downtown Powai SPV and administration of its functions, from time to time.

The key terms of the Downtown Powai Property Management Agreement are set below:

##### Scope of services

The scope of the services to be provided by CIOP under the Downtown Powai Property Management Agreement, in accordance with (i) the annual business plan and budget; (ii) the leasing guidelines; and (iii) in compliance with applicable laws, includes:

1. assisting Downtown Powai SPV in strategic decision-making processes, for matters relating to Downtown Powai;
2. providing senior management and related services to Downtown Powai SPV to assist in the project management of Downtown Powai SPV;
3. overall supervision of the property management and development management services, designs, approvals, fit-outs, handover to tenants and ensuring maintenance of Downtown Powai;
4. forecasting and business planning/ business strategy services including preparing draft annual business plan and budget for Downtown Powai SPV for the upcoming financial year (in accordance with the provisions of the Downtown Powai SHA), overseeing the preparation of a marketing plan, supervising the management of any un-invested cash;
5. accounting, legal, secretarial and compliance services and overseeing the progress of litigation with the concerned departments in relation to disputes pertaining to the Downtown Powai SPV or Downtown Powai;
6. undertaking general monitoring and inspection and supervision of repairs and maintenance of Downtown Powai; and
7. providing assistance, information and documents as required under the Downtown Powai SHA to the extent in control of CIOP, adhering to the requirements as to distributions to the shareholders of Downtown Powai SPV and rendering all required assistance to valuers appointed under the Downtown Powai SHA in relation to valuation exercise.

CIOP may, at its sole discretion, sub-contract any or all of the services to any person as it may deem fit, at its own costs and expenses. CIOP will be solely responsible for the fulfilment of its obligations under the Downtown Powai Property Management Agreement, whether the same are performed directly by it or through a third-party contractor, in accordance with the Downtown Powai Property Management Agreement.

##### Fee

In consideration for discharging the services, CIOP shall be entitled to a yearly fee of 4.8% of the income from operating lease rentals as recorded in the books of accounts of Downtown Powai SPV, exclusive of applicable goods and services taxes.

Further, additional services may be provided by CIOP for an additional fee as may be agreed upon between the parties. CIOP shall also be entitled to be reimbursed by Downtown Powai SPV for expenses that are incurred by it in rendering

the services (to the extent such reimbursement is contemplated in the annual business plan and budget) upon submission of all receipts of such expenses.

#### Indemnity

CIOP is obligated to indemnify Downtown Powai SPV against any direct and actual losses resulting from the breach of the Downtown Powai Property Management Agreement and certain other specified events, in accordance with the provisions of the Downtown Powai Property Management Agreement. Except in respect of losses arising out of Fraud, Willful Misconduct and FCC Laws Breach (*each as defined under the Downtown Powai Property Management Agreement*), the liability of CIOP is subject to a *de minimis* threshold and aggregate cap amount as set out in the Downtown Powai Property Management Agreement.

#### Reporting Requirements

CIOP is required to periodically prepare and provide certain documents such as the audited annual financial statements, quarterly asset report and valuation reports, in accordance with the timelines set forth under the Downtown Powai Property Management Agreement.

#### Term and termination

Except for certain provisions in the Downtown Powai Property Management Agreement such as definitions, representations and warranties, confidentiality and dispute resolution, which will come into effect upon execution of the Downtown Powai Property Management Agreement, the terms of the Downtown Powai Property Management Agreement will become effective and binding from the completion date as defined under the Downtown Powai Securities Purchase Agreements. The Downtown Powai Property Management Agreement shall be effective on and from the effective date as mentioned above until such time that it is termination in accordance with the Downtown Powai Property Management Agreement.

The Downtown Powai Property Management Agreement may be terminated by mutual consent of the parties in writing or upon occurrence of any of the following instances:

1. continuation of a force majeure event, as defined under the Downtown Powai Property Management Agreement, for a period of 180 days from the date on which CIOP issues a notice to Downtown Powai SPV of the occurrence of such force majeure event;
2. by Downtown Powai SPV in the event:
  - a. BIRET, together with its affiliates, ceases to hold at least 25% of the equity share capital in Downtown Powai SPV unless BIRET has assigned its right to appoint the property manager, in accordance with the terms of the Downtown Powai Property Management Agreement;
  - b. CIOP ceases to be controlled by the Brookfield Group unless BIRET has assigned its right to appoint the property manager, in accordance with the terms of the Downtown Powai Property Management Agreement;
  - c. BIRET undergoes a REIT CIC (*as defined under the Downtown Powai SHA*) and it has nominated another person to provide property management services to Downtown Powai SPV, as set out under the Downtown Powai Property Management Agreement;
  - d. BIRET undergoes any indirect Change in Control and it has not nominated another person to provide property management services to Downtown Powai, as set out under the Downtown Powai Property Management Agreement;
  - e. occurrence of a Cause Termination Event, in accordance with the Downtown Powai Property Management Agreement;
  - f. an insolvency event, as defined under the Downtown Powai Property Management Agreement, with respect to CIOP occurs; or



- g. CIOP is restricted or prohibited from providing the real estate operating services, in accordance with the Downtown Powai Property Management Agreement; or
3. By CIOP in the event:
- a. an insolvency event, as defined under the Downtown Powai Property Management Agreement, with respect to Downtown Powai SPV occurs;
  - b. failure by Downtown Powai SPV to pay the fees due and payable to CIOP, only where such non-payment continues for a period of 60 days following the issuance of a notice by CIOP demanding payment of the said fee.

#### **V. *Downtown Powai Debenture Subscription Agreement***

BIRET, Reco Iris (together, the “**Downtown Powai Subscribers**”), Downtown Powai SPV and Project Diamond have entered into a debenture subscription agreement dated May 18, 2023 (“**Downtown Powai Debenture Subscription Agreement**”), for the issuance and allotment of 1,750,000 unlisted non-convertible debentures with a face value of Rs. 1,000 each by Downtown Powai SPV to BIRET and Reco Iris, respectively, in consideration for the Subscription Consideration (*as defined in the Downtown Powai Debenture Subscription Agreement*), amounting to Rs. 1,750 million each, subject to ‘Completion’ (*as defined under the Reco Europium SPA*) and such other terms conditions, set out therein.

The Subscription Consideration shall be utilized by Downtown Powai SPV towards payment of (a) interest/ coupon on the CCDs held by Project Diamond; and (b) principal amount, interest/ coupon and redemption amount on unlisted NCDs to be issued to Project Diamond FPI, pursuant to the implementation of the Composite Scheme.

The obligation of each Downtown Powai Subscriber to proceed to Completion (*as defined under the Downtown Powai Debenture Subscription Agreement*) shall be conditional upon the fulfilment of the certain conditions by Downtown Powai SPV as prescribed under the Downtown Powai Debenture Subscription Agreement, each to the satisfaction of the Downtown Powai Subscribers, acting reasonably.

#### *Term and Termination*

The Downtown Powai Debenture Subscription Agreement shall stand terminated prior to Completion (*as defined under the Downtown Powai Debenture Subscription Agreement*) in the event any of the following were to occur: (i) automatically, upon the termination of the Downtown Powai Securities Purchase Agreements; or (ii) upon mutual agreement of the Downtown Powai Sellers and the Downtown Powai Subscribers; or (iii) at the option of the party who is not in default of its obligations, any failure by a party to comply with or non-performance of its obligations under the Downtown Powai Debenture Subscription Agreement at Completion (*as defined in the Downtown Powai Debenture Subscription Agreement*).



***For the G1 Acquisition:*****I. G1 REIT SSPA**

BSREP IOH II, BIRET (acting through the Manager) and G1 SPV have entered into a securities subscription and purchase agreement dated May 18, 2023 (“**G1 REIT SSPA**”) for (i) the issuance and allotment of 1 Equity Share and 2 CCDs (“**G1 Issuance Securities**”) by the G1 SPV to BIRET; and (ii) the sale of the G1 Sale Securities to BIRET, which shall, as on the closing date, collectively constitute 50% of the share capital of the G1 SPV (on a fully diluted basis) (“**G1 Acquisition Securities**”) to BIRET. Simultaneously, with the execution of the G1 REIT SSPA, BSREP IOH II, G1 SPV, Reco Cerium and Reco Iris have entered into a separate securities purchase agreement dated May 18, 2023 for the purchase of the remaining 50% of the share capital of G1 SPV (on a fully diluted basis) by Reco Cerium (“**Reco Cerium SPA**”). The G1 REIT SSPA and Reco Cerium SPA are collectively referred to as the “**G1 Securities Purchase Agreements**”.

***G1 Acquisition Securities***

Together, the G1 Issuance Securities comprising 1 Equity Share and 2 CCDs to be subscribed to by BIRET and G1 Sale Securities comprising a total of 5,031 Equity Shares and 4,559 CCDs, comprising such classes of CCDs as identified in the G1 REIT SSPA. The purchase consideration has been arrived based on an enterprise value of G1 SPV of Rs. 47,250 million, which shall be adjusted in accordance with the provisions of the G1 REIT SSPA.

***Purchase Consideration***

The purchase consideration for subscription of G1 Issuance Securities by BIRET and the purchase of the G1 Sale Securities (collectively constituting 50% of the share capital of G1 SPV (on a fully diluted basis)) shall be paid by BIRET in the form of cash consideration of Rs. 8,921 million for 5,032 Equity Share and 4,561 CCDs of G1 SPV.

Additionally, simultaneous to the occurrence of ‘Completion’ under the Reco Cerium SPA, BIRET has agreed to subscribe to the G1 Consideration NCDs. For details please see “– *For the G1 Acquisition: G1 Debenture Subscription Agreement*” below.

***Standstill Conditions***

G1 SPV has agreed to conduct all business in ordinary course and to not undertake the following activities, among others, until the earlier of ‘Completion’ under the G1 REIT SSPA or its termination: (i) buy or sell any movable property or create any encumbrance over such property, (ii) repay debt in excess of prescribed monetary limits; and (iii) make any changes to its constitutional documents.

***Conditions to the G1 Acquisition***

The obligation of BIRET to acquire the G1 Sale Securities and the obligation of the G1 Sellers to sell such G1 Sale Securities, is conditional upon the completion (unless waived) of certain conditions precedent including, *inter alia*: (i) BSREP IOH II having procured the consent of the Company Lenders (*as defined in the G1 REIT SSPA*) for, *inter alia* consummation of the G1 Acquisition; (ii) G1 SPV taking such steps to give effect to refinancing of indebtedness to the Company Lenders, following Completion (*as defined in the G1 REIT SSPA*) by way of loans totalling to an aggregate sanction amount OF Rs. 19,500 million; (iii) BSREP IOH II having provided to BIRET a draft of the valuation report determining the fair market value of the G1 Sale Securities; (iv) The G1 SPV having issued to BIRET, the private placement offer letter on the terms and subject to the conditions of the G1 REIT SSPA; (v) BIRET having received approval of the jurisdictional unit approval committee for the G1 Acquisition; (vi) each Company Lender having consented to, *inter alia*, refinancing the entire indebtedness of the G1 SPV owed to the Company Lender and release of security created to secure such indebtedness consequent upon such repayment; and (vii) BIRET having obtained the approval of the Unitholders for (a) undertaking the Institutional Placement and allotment of Units to qualified institutional buyers/investors under the Institutional Placement(s); and (b) for undertaking the G1 Acquisition under the G1 REIT SSPA.

***Representations and Warranties***

BSREP IOH II and the G1 SPV have given certain customary representations and warranties under the G1 REIT SSPA, including the representations from BSREP IOH II in relation to the title held by it in the G1 Sale Securities, and the representation from the G1 SPV in relation to the un-encumbered issuance and allotment of the G1 Issuance Securities.

### ***Indemnification***

BIRET will be indemnified for certain breaches of the G1 REIT SSPA by BSREP IOH II and these indemnities are subject to monetary and time-period limitations that have been mutually agreed between BSREP IOH II and BIRET.

### ***Termination of G1 REIT SSPA***

The closing under the G1 REIT SSPA shall occur upon completion of the seller and purchaser conditions to the satisfaction of the respective parties and in the manner set out in the G1 REIT SSPA. However, closing under the G1 REIT SSPA is not conditional to the closing under the Reco Cerium SPA. The G1 REIT SSPA may be terminated (i) by mutual consent of the parties if agreed in writing; (ii) automatically, if the closing does not take place by the stipulated long stop date (*i.e.*, three months from the execution date of the G1 REIT SSPA, or such other extended date in accordance with the G1 REIT SSPA), subject to the terms laid down in the G1 REIT SSPA; (iii) automatically, if any condition precedent is not fulfilled or waived or deferred to as a condition subsequent to completion under the G1 REIT SSPA by any party; or (iv) by BIRET upon (a) disagreement between the parties on a material disclosure under the updated disclosure letter, in the manner specified in the G1 REIT SSPA, or (b) by written notice to G1 SPV and the G1 Sellers, if a breach of the covenants and obligations of the G1 Sellers or G1 SPV has occurred, or (c) upon the occurrence of a material adverse effect, wherein the breach or the material adverse effect is not rectified within the cure period, in accordance with the G1 REIT SSPA.

## **II. *Income Support Agreement***

G1 SPV and MIOP (entity forming part of the Brookfield Group) have executed an income support agreement dated May 18, 2023 ("**Income Support Agreement**") for provision of funds, in the form of Income Support, to G1 SPV for eligible areas, as described in the Income Support Agreement, in the manner agreed among the parties. Such Income Support will be provided by MIOP to G1 SPV on a quarterly basis from the Commencement Date (*as defined in the Income Support Agreement*) until the expiry of the Second Year ("**Income Support Period**").

The Income Support provided will be for an amount not exceeding Rs. 2,000 million in accordance with the terms of the Income Support Agreement. Any delayed payment of the Income Support Amount shall carry interest at 12% per annum from the date the payment was due until the date that the payment is actually received by the G1 SPV.

Under the Income Support Agreement, the specified rate for the payment of Income Support shall comprise the warm shell rent of the vacancies identified from time to time (*equivalent to Rs. 80 per square foot per month on the gross leasable area*) and the share of the fixed maintenance fees of such vacancies payable by tenants and licensees for the common area operations and maintenance of the G1 SPV's assets (*equivalent to Rs. 12 per square foot per month on the gross leasable area*). From April 1, 2024 until the end of the Income Support Period, the specified rate shall comprise the warm shell rent of such vacancies (*equivalent to Rs. 84 per square foot per month on the gross leasable area*) and the share of the fixed maintenance fees of such vacancies payable by tenants and licensees for the common area operations and maintenance of Candor Techspace G1 (*equivalent to Rs. 12.60 per square foot per month on the gross leasable area*).

If, as per the terms laid down in the Income Support Agreement, the aggregate of all Income Support Amounts actually paid or payable by MIOP until the expiry of the Second Year is less than Rs. 2,000 million then MIOP shall also pay the Residual Reimbursements (*as defined in the Income Support Agreement*) to the G1 SPV.

### ***Term and Termination***

The Income Support Agreement is effective from the Commencement Date (*as defined in the Income Support Agreement*) and shall remain in force unless terminated in the following manner: (a) upon the full disbursement of the Income Support Amount (*as defined in the Income Support Agreement*) and payment of the Residual Reimbursements (*as defined in the Income Support Agreement*) to the G1 SPV under the Income Support Agreement; (b) upon the

earlier of: (i) full disbursement of Rs. 2,000 million (*in accordance with the terms of the Income Support Agreement*); and (ii) the expiry of the Income Support Period (*i.e.*, 2 years from the ‘Commencement Date’); and (c) upon the termination of either of the G1 Securities Purchase Agreements in accordance with the provisions therein.

### *Transfer of MIOP to BIRET*

Under the Income Support Agreement, the MIOP Shareholders shall be entitled to transfer all or any of the securities of MIOP to BIRET (either directly or through its holding company, SPVs or affiliates, subject to compliance with applicable law) upon the earlier of (i) the 2<sup>nd</sup> anniversary of the Commencement Date; and (ii) the full disbursement of the Income Support Amount by MIOP to G1 SPV, payable in accordance with the Income Support Agreement, being equal to Rs. 2,000 million.

### **III. G1 SHA**

“**G1 SHA**” means the shareholders’ agreement dated May 18, 2023 executed between BIRET, Reco Cerium and G1 SPV and includes any amendments, addendums or supplemental agreements or documents as may be entered into by each of the parties in writing.

BIRET, Reco Cerium and G1 SPV have entered into the G1 SHA to record their *inter-se* rights and obligations as shareholders of G1 SPV and the terms of management and governance of G1 SPV. Except for certain provisions in the G1 SHA such as definitions, shareholder commitment, terms and conditions of the initial commitment NCDs, confidentiality, termination and dispute resolution, which will come into effect upon execution of the G1 SHA, the other terms of the G1 SHA will become applicable when ‘Completion’ (*as defined under the G1 Securities Purchase Agreements*) takes place, whichever is later (“**G1 Effective Date**”). For details of the G1 Securities Purchase Agreements, see “*For the G1 Acquisition – G1 REIT SSPA*” above.

The key terms of the G1 SHA are as follows:

- *Board composition, board nominee and observer rights:* The board of directors of G1 SPV (“**G1 Board**”) shall comprise a total of 3 directors or such other number of directors as may be mutually agreed to between BIRET and Reco Cerium. Further, the committees of the G1 Board are required to be constituted in the same proportion as mentioned below.

As long as BIRET holds not less than 50% of the share capital of G1 SPV (on a fully diluted basis), it has the right to nominate 2 directors to the G1 Board and Reco Cerium has the right to nominate 1 director to the G1 Board.

In the event the number of directors on the G1 Board is required to be increased, as a result of a change in applicable law, then BIRET is entitled to, for as long as it holds not less than 50% of the share capital of G1 SPV (on a fully diluted basis), to nominate the majority of the directors on the G1 Board. If BIRET holds less than 50% of the share capital of G1 SPV (on a fully diluted basis), then BIRET and Reco Cerium shall have the right to nominate directors on the G1 Board in proportion to their respective shareholding in G1 SPV.

Additionally, each of BIRET and Reco Cerium have the right to appoint observers on the G1 Board in proportion to their respective shareholding in G1 SPV and such board observers shall not have any voting rights. Each of BIRET and Reco Cerium are entitled to quorum rights for the meetings of the G1 Board, committee and shareholder meetings.

- *Management, development and operations:* G1 SPV will engage MIOP as its property manager in accordance with the terms of the G1 Property Management Agreement. For details of the G1 Property Management Agreement, see “*For G1 Acquisition – G1 Property Management Agreement*” below. Further, in the event G1 SPV undertakes any new development, asset upgrade or redevelopment after the G1 Effective Date, then it shall appoint a member of the Brookfield Group (as defined in the G1 SHA) to act as the identified development manager and the G1 SPV is required to enter into a development management agreement for all such development work with the identified development manager, for a pre-approved fee, on terms and

conditions agreed to in writing between G1 SPV with the prior written approval of BIRET and Reco Cerium on the one hand and the identified development manager on the other hand.

In the event any action is proposed to be taken against MIOP under the G1 Property Management Agreement or the Income Support Agreement or against the identified development manager under the development management agreement and during the said period for so long as MIOP and/ or the development manager continue to form a part of the Brookfield Group or are an affiliate or subsidiary of BIRET, owing to the conflict of interest between BIRET on one side and MIOP and/ or the development manager on the other, Reco Cerium, being the non-conflicted party, shall have the right, in view of the best interests of G1 SPV and its shareholders, to exercise the rights and remedies of G1 SPV under the respective agreements. However, the aforesaid right available to Reco Cerium will be exercisable only after Reco Cerium has consulted and engaged in good faith discussions with BIRET and the G1 Board as to the actions being proposed to be taken under the respective agreements. In case of a difference of opinion between Reco Cerium and BIRET or the G1 Board, for so long as MIOP and/ or the development manager are a member of the Brookfield Group or an affiliate or subsidiary of BIRET, the decision of Reco Cerium on such matter shall prevail and constitute the decision of G1 SPV. However, nothing mentioned above shall be construed to prevent BIRET from exercising any rights to bring an action on behalf of G1 SPV against MIOP and/ or the development manager, consistent with the principles of law that apply to derivative actions.

- *Reserved Matters:* The G1 SHA sets out a list of decisions to be taken up by G1 SPV at a meeting of the G1 Board or shareholders only with a prior written consent of both BIRET and Reco Cerium. The matters which require such affirmative consent include protective rights customary to transactions of this nature and include, amongst others: (a) entering into related party transactions; (b) any increase, decrease or other alteration in the authorised or paid-up share capital; (c) any incurring of expenditure or liabilities in excess of the thresholds set out in the G1 SHA; (d) any deviations from or amendments to the annual business plan and budget, leasing guidelines and the development budget (as such terms have been defined in the G1 SHA); and (e) undertaking any borrowings or incurring any indebtedness, excluding in relation to any new facility forming part of the annual business plan and budget or any refinancing in terms of the refinancing guidelines.

The G1 SHA provides for a mechanism for shareholder resolution in the event there is a refusal or failure of either shareholder to grant consent for certain reserved matters (“**Deadlock**”). However, for such time until the Deadlock has not been resolved, the parties to the G1 SHA shall continue to conduct G1 SPV affairs in such a manner as they were being conducted prior to such a Deadlock.

- *Compliance with SEBI REIT Regulations:* As long as the G1 SPV is classified as an SPV of BIRET, Reco Cerium has undertaken to not exercise any of its rights under the G1 SHA in such a manner that would prevent BIRET or G1 SPV from complying with the provisions of the SEBI REIT Regulations. In case of any inconsistency between BIRET’s obligations under the G1 SHA and the SEBI REIT Regulations, the latter shall prevail.

For the purpose of preparation of the consolidated financial statements of BIRET and submission of the same to the stock exchanges/ Unitholders, as required under applicable law, both BIRET and Reco Cerium have agreed that G1 SPV shall provide the financial statements of G1 SPV for the relevant quarter to BIRET in a timely manner and in accordance with the provisions set out under the G1 SHA including with respect to preparation, notification and resolution of differences, if any, with respect to the financial statements of G1 SPV.

- *Shareholder Commitment towards reduction of external debt:* On the G1 Effective Date, each of the shareholders shall infuse an amount not exceeding Rs. 5,000 million (or such reduced amount in accordance with the G1 SHA) in the G1 SPV towards reducing the external indebtedness in G1 SPV (or for such other purposes as will be set forth under the debenture subscription agreement) as mentioned in the G1 SHA, by subscribing to NCDs in the manner set out in the G1 SHA.
- *Transfer restrictions:*

- (a) At all points in time and other than where BIRET is itself in default as identified in the G1 SHA, Reco Cerium is not permitted to transfer any of the G1 Securities held by it to any entity that has been identified as a 'BIRET Competitor' as set out under the G1 SHA.
- (b) Other than as expressly provided under the G1 SHA, for a period of 24 months from the G1 Effective Date, (a) both BIRET and Reco Cerium shall not directly or indirectly sell any of the G1 Securities held by them, without the prior written consent of the other shareholder; and (b) Reco Cerium shall not undergo any change of control, as defined under the G1 SHA, without the prior written consent of BIRET.
- (c) After completion of the lock-in period of 24 months both the shareholders are free to transfer the G1 Securities subject to the transfer restrictions set out below:
  - i. if Reco Cerium proposes to directly or indirectly sell all (and not less than all) of its G1 Securities to a third party (not being a 'BIRET Competitor') then it shall offer BIRET a right of first offer in accordance with the terms and conditions as set out in the G1 SHA.
  - ii. if BIRET proposes to directly sell all (and not less than all) of its G1 Securities to a third party then it is required to offer Reco Cerium a right of first offer and a tag along right in accordance with the terms and conditions as set out in the G1 SHA.
- *Right to tag the property management agreement:* In the event BIRET transfers its G1 Securities pursuant to the terms of the G1 SHA, and if an affiliate of BIRET is performing the property management services for G1 SPV at that point in time, then BIRET shall also have the right to be simultaneously paid the PM Value (as defined in the G1 SHA) for such property management function. Such PM Value (as defined in the G1 SHA) shall be paid, at the request of Reco Cerium, either against the transfer of the securities of the Identified Property Manager (as defined in the G1 SHA) or the assignment of the rights under the property management agreement.
- *Event of Default and Put/ Call options:* The following events have been identified as events of default under the G1 SHA, *inter alia*: (a) breach of certain provisions of the G1 SHA by a shareholder or its affiliates (as defined in the G1 SHA) in relation to, among other things: (I) board meetings, (II) general meetings; (III) rights in subsidiaries; (IV) transfers; (V) reserved matters; (VI) Reco Cerium's Right to Participate (*as mentioned under "Other rights and obligations – (a)" below*); and (VII) identified provisions of a change in control; (b) wilful default by G1 SPV of the information and access rights under the G1 SHA; (c) failure to treat shareholders alike as to matters concerning distributions by G1 SPV (except as set out in the G1 SHA); (d) occurrence of an insolvency event of a shareholder; (e) any fraud in relation to G1 SPV, its subsidiaries or the business by the shareholders or their affiliates (as defined in the G1 SHA); and (f) fraud or a breach of compliance with provisions relating to financial crimes by (I) the identified property manager under the G1 Property Management Agreement; or (II) the identified development manager under the development management agreement, if such conduct or actions resulting in the fraud or breach benefits or enriches BIRET (to the exclusion of G1 SPV and Reco Cerium).

Upon the occurrence of an event of default, which has not been cured within the timelines mentioned in the G1 SHA, the non-defaulting shareholder has, at its discretion, the right to either (a) purchase the G1 Securities of the defaulting shareholder at a price equivalent to 90% of the fair value of the defaulting shareholder's G1 Securities (*Call Option*); or (b) sell all of its G1 Securities to the defaulting shareholder for a price equivalent to 110% of the fair value of the G1 Securities held by the non-defaulting shareholder (*Put Option*).

- *Right to buy-sell:* So long as (a) BIRET or any member of the Brookfield Group, and (b) Reco Cerium or members of the Investor Group (as defined under the G1 SHA) are shareholders in both G1 SPV and Downtown Powai SPV, in the event of issuance of an event of default notice by either of the above parties pursuant to terms of the Downtown Powai SHA, then the party who has triggered such an event of default will also have the right to require either all its G1 Securities to be bought by the defaulting party or all of G1 Securities held by the defaulting party to be sold to such triggering party. For this, the defaulting party shall determine a price for the transfer of the securities which shall be range bound within the regulatory price, and the non-defaulting party shall have the ability to choose to buy or sell the securities of G1 at such price.



- *Information and Access Rights:* The shareholders of G1 Candor are entitled to receive, among others: (a) the un-audited quarterly financial statements and the audited financial statements, both on a standalone and consolidated basis, (b) annual and quarterly internal audit reports, (c) minutes of all G1 Board, its committees and shareholder meetings, and (d) information with respect to the commencement of any material proceedings within the timelines prescribed in the G1 SHA, as applicable. Additionally, the shareholders are also entitled to inspect the books and accounts, the premises, properties and contracts of G1 SPV.
- *Other rights and obligations:* G1 SHA also provides for certain other rights and obligations of the shareholders of the G1 SPV which include, (a) an undertaking from BIRET to provide Reco Cerium the ability to acquire or invest certain stake, alongside BIRET, in real estate opportunities around Candor Techspace G1 meeting certain parameters as detailed out in and in accordance with the G1 SHA, (b) Reco Cerium having the right to require a joint sale of all of G1 Securities if SEBI (or any appellate authority appointed under the SEBI Act having jurisdiction over a REIT or SPV), imposes a sanction against BIRET or the G1 SPV and which order has a material adverse effect on the G1 SPV, provided that BIRET has not managed to procure a stay on such order or have it set aside or resolved in the manner set out in the G1 SHA within 5 months, (c) if Reco Cerium continues to be a shareholder of the G1 SPV after 7 years from the G1 Effective Date, then for a period of 2 years, the shareholders shall make reasonable endeavors in good faith to procure an exit for Reco Cerium by way of a stake swap in the manner set out in the G1 SHA, and (d) upon BIRET undergoing a Change in Control (as defined under the G1 SHA (which is linked to the ownership of the manager and sponsor)), other than in favour of an entity forming part of the Agreed Whitelist (as set out in the G1 SHA), Reco Cerium having the right to require all of its G1 Securities to either be bought by BIRET or all of the G1 Securities held by BIRET to be sold to it.
- *Termination of the G1 SHA:* The G1 SHA may be terminated (a) by mutual consent of the parties in writing; (b) automatically, upon termination of the G1 REIT SSPA and the Reco Cerium SPA; or (c) with respect to a shareholder, with immediate effect upon such shareholder and its affiliates ceasing to hold any G1 Securities, provided that such termination will not affect the rights and obligations of any person who has acquired securities or who has been assigned certain rights in accordance with the G1 SHA.
- *Relook:* In the event that ‘Completion’ under the Reco Cerium SPA does not occur, solely as a result of termination of the G1 REIT SSPA on or before the Long Stop Date (as defined in the Reco Cerium SPA), and Reco Cerium has not terminated or called an event of default under the Reco Cerium SPA prior to such termination and subsequently, at any time within the next 12 months following such termination, BIRET proposes to acquire 50% interest in G1 SPV along with a joint venture partner to acquire the remaining 50% interest, then it shall first offer Reco Cerium the right to acquire 50% interest in G1 SPV on the same commercial terms as those acceptable to BIRET.
- The G1 SHA envisages certain rights and obligations of both shareholders which the respective shareholders may transfer to their respective assignees.

#### **IV. G1 Interim SHA**

BIRET, BSREP IOH II and G1 SPV propose to enter into a shareholders’ agreement (“**G1 Interim SHA**”) to record their *inter-se* rights and obligations as shareholders of G1 SPV and the terms of management and governance of G1 SPV if ‘Completion’ (as defined under the Reco Cerium SPA) does not occur simultaneously with ‘Completion’ under the G1 REIT SSPA. The provisions in the G1 Interim SHA will come into effect upon execution of the G1 Interim SHA.

The key terms of the G1 Interim SHA are as follows:

- *Board composition, board nominee and observer rights:* The G1 Board shall comprise a total of 3 directors or such other number of directors as may be mutually agreed to between BIRET and BSREP IOH II. Further, the committees of the G1 Board are required to be constituted in the same proportion as the G1 Board as mentioned above. As long as BIRET holds not less than 50% of the share capital of G1 SPV (on a fully diluted basis), it has the right to nominate majority directors to the G1 Board. Additionally, BIRET and



BSREP IOH II shall have the right to appoint observers to the G1 Board in proportion to their shareholding in the G1 SPV.

- *Compliance with REIT Regulations:* Subject to G1 SPV being classified as an SPV of BIRET, BSREP IOH II has undertaken to not exercise any of its rights under the G1 Interim SHA in such a manner that would prevent BIRET or G1 SPV from complying with the provisions of the REIT Regulations, and in case of any inconsistency between the terms agreed under the G1 Interim SHA and BIRET's obligations under the REIT Regulations, the latter shall prevail.
- *Transfer restrictions:* Each of the shareholders shall be permitted to transfer all, but not less than all of the securities held by them, to any third parties without the consent of the other shareholder, subject to execution of a deed of adherence. Further, in the event 'Completion' under the Reco Cerium SPA does not occur within the 'Long Stop Date' (as defined in the Reco Cerium SPA), then BIRET (either itself or through its holding company, SPV or affiliate, subject to compliance with applicable law) shall have the right (but not the obligation), subject to receipt of unitholder and other consents and approvals, as may be required, to purchase the remaining 50% of the share capital (on a fully diluted basis) of G1 SPV from BSREP IOH II such that BIRET owns 100% of the share capital (on a fully diluted basis) of the G1 SPV. BIRET shall have the ability to exercise such right to purchase the remaining 50% of the share capital (on a fully diluted basis) of G1 SPV from BSREP IOH II within a period not exceeding 6 months (or such other period as may be mutually agreed between BIRET and BSREP IOH II) from the date of execution of the G1 REIT SSPA.
- *Information Rights:* In addition to such other information as BIRET and BSREP IOH II are entitled to obtain under applicable law, BIRET and BSREP IOH II are entitled to reasonably request for such additional information as may be required by them, from time to time.
- *Termination of the G1 Interim SHA:* The G1 Interim SHA may be terminated (a) by mutual consent of the parties in writing; (b) automatically, upon termination of the G1 REIT SSPA; (c) automatically, without any further action, 1 (one) day prior to the 'Completion Date' (as defined under the Reco Cerium SPA); or (d) with respect to a shareholder, with immediate effect upon such shareholder and its affiliates ceasing to hold any securities in G1 SPV, provided that such termination will not affect the rights and obligations of any person.

## V. **G1 Property Management Agreement**

MIOP, an entity forming part of the Brookfield Group, and G1 SPV have entered into an agreement dated May 18, 2023 ("**G1 Property Management Agreement**") appointing MIOP to provide real estate operating services in relation to the leasing, management and operations of Candor Techspace G1 and administration of the Company's functions, from time to time.

The key terms of the G1 Property Management Agreement are set below:

### Scope of services

The scope of the services to be provided by MIOP under the G1 Property Management Agreement, in accordance with (i) the annual business plan and budget; (ii) the leasing guidelines; and (iii) in compliance with applicable laws, includes:

1. assisting G1 SPV in strategic decision-making processes, for matters relating to Candor Techspace G1;
2. providing senior management and related services to G1 SPV to assist in the project management of G1 SPV;
3. overall supervision of the property management and development management services, designs, approvals, fit-outs, handover to tenants and ensuring maintenance of Candor Techspace G1;
4. forecasting and business planning/ business strategy services including preparing draft annual business plan and budget for G1 SPV for the upcoming financial year (in accordance with the provisions of the G1 SHA), overseeing the preparation of a marketing plan, supervising the management of any un-invested cash;

5. accounting, legal, secretarial and compliance services and overseeing the progress of litigation with the concerned departments in relation to disputes pertaining to the G1 SPV or the Candor Techspace G1;
6. undertaking general monitoring and inspection and supervision of repairs and maintenance of Candor Techspace G1; and
7. providing assistance, information and documents as required under the G1 SHA to the extent in control of MIOP, adhering to the requirements as to distributions to the shareholders of G1 and rendering all required assistance to valuers appointed under the G1 SHA in relation to valuation exercise.

MIOP may, at its sole discretion, sub-contract any or all of the services to any person as it may deem fit, at its own costs and expenses. MIOP will be solely responsible for the fulfilment of its obligations under the G1 Property Management Agreement, whether the same are performed directly by it or through a third-party contractor, in accordance with the G1 Property Management Agreement.

#### Fee

In consideration for discharging the services, MIOP shall be entitled to a monthly fee, exclusive of applicable taxes, calculated in accordance with the methodology set forth under the G1 Property Management Agreement. The fees payable is subject to an annual escalation of 5% with effect from April 1, 2024.

Further, additional services may be provided by MIOP for an additional fee as may be agreed upon between the parties. MIOP shall also be entitled to be reimbursed by G1 SPV for expenses that are incurred by it in rendering the services (to the extent such reimbursement is contemplated in the annual business plan and budget) upon submission of all receipts of such expenses.

#### Indemnity

MIOP is obligated to indemnify G1 SPV against any direct and actual losses resulting from the breach of the G1 Property Management Agreement and certain other specified events, in accordance with the provisions of the G1 Property Management Agreement. Except in respect of losses arising out of Fraud, Willful Misconduct and FCC Laws Breach (*each as defined under the G1 Property Management Agreement*), the liability of MIOP is subject to a *de minimis* threshold and aggregate cap amount as set out in the G1 Property Management Agreement.

#### Reporting Requirements

MIOP is required to periodically prepare and provide certain documents such as the audited annual financial statements, quarterly asset report and valuation reports, in accordance with the timelines set forth under the G1 Property Management Agreement.

#### Term and termination

Except for certain provisions in the G1 Property Management Agreement such as definitions, representations and warranties, confidentiality and dispute resolution, which will come into effect upon execution of the G1 Property Management Agreement, the terms of the G1 Property Management Agreement will become effective and binding from the completion date as defined under the G1 Securities Purchase Agreements. The term of the G1 Property Management Agreement will be a period of 10 (Ten) years from its effective date and MIOP has the option at its sole discretion to renew the G1 Property Management Agreement by issuing a written notice of renewal to G1 SPV for 2 consecutive terms of 10 (Ten) years each, from the expiry of the initial term of 10 years, each on the same terms and conditions.

The G1 Property Management Agreement may be terminated by mutual consent of the parties in writing or upon occurrence of any of the following instances:

1. continuation of a force majeure event, as defined under the G1 Property Management Agreement, for a period of 180 days from the date on which MIOP issues a notice to G1 SPV of the occurrence of such force majeure event;

2. by G1 SPV in the event:
  - a. BIRET, together with its affiliates, ceases to hold at least 25% of the equity share capital in G1 SPV unless BIRET has assigned its right to appoint the property manager, in accordance with the terms of the G1 Property Management Agreement;
  - b. MIOP ceases to be controlled by BIRET or the Brookfield Group (for the first 30 months of the term of the G1 Property Management Agreement) and thereafter by BIRET, in accordance with the terms of the G1 Property Management Agreement unless BIRET has assigned its right to appoint the property manager, in accordance with the terms of the G1 Property Management Agreement;
  - c. BIRET undergoes a REIT CIC (*as defined under the G1 SHA*) and it has nominated another person to provide property management services to G1 SPV, as set out under the G1 Property Management Agreement;
  - d. BIRET undergoes any indirect Change in Control and it has not nominated another person to provide property management services to G1 SPV, as set out under the G1 Property Management Agreement;
  - e. occurrence of a Cause Termination Event, in accordance with the G1 Property Management Agreement;
  - f. an insolvency event, as defined under the G1 Property Management Agreement, with respect to MIOP occurs; or
  - g. MIOP is restricted or prohibited from providing the real estate operating services, in accordance with the G1 Property Management Agreement,

provided that the G1 Property Management Agreement cannot be terminated by G1 SPV prior to the third anniversary of the effective date of the G1 Property Management Agreement on account of a Cause Termination Event, unless the termination is one triggered on account of Fraud, Wilful Misconduct or an FCC Laws Breach.

3. By MIOP in the event:
  - a. an insolvency event, as defined under the G1 Property Management Agreement, with respect to G1 SPV occurs;
  - b. failure by G1 SPV to pay the fees due and payable to MIOP, only where such non-payment continues for a period of 60 days following the issuance of a notice by MIOP demanding payment of the said fee.

## **VI. G1 Debenture Subscription Agreement**

BIRET, Reco Iris (together, the “**G1 Subscribers**”), G1 SPV and BSREP IOH II, have entered into a debenture subscription agreement dated May 18, 2023 (“**G1 Debenture Subscription Agreement**”), for the issuance and allotment of 300,000 unlisted non-convertible debentures with a face value of Rs. 1,000 each by G1 SPV to BIRET and Reco Iris, respectively, in consideration for the Subscription Consideration (*as defined in the G1 Debenture Subscription Agreement*), amounting to Rs. 300 million each, subject to ‘Completion’ (*as defined under the Reco Cerium SPA*) and such other terms conditions, set out therein.

The Subscription Consideration shall be utilized by G1 SPV towards payment of interest/ coupon on CCDs held by BSREP IOH II.

The obligation of each G1 Subscriber to proceed to Completion (*as defined under the G1 Debenture Subscription Agreement*) shall be conditional upon the fulfilment of the certain conditions by G1 SPV as prescribed under the G1 Debenture Subscription Agreement, each to the satisfaction of the G1 Subscribers, acting reasonably.

*Term and Termination*

The G1 Debenture Subscription Agreement shall stand terminated prior to Completion (*as defined under the G1 Debenture Subscription Agreement*) in the event any of the following were to occur: (i) automatically, upon the termination of the G1 Securities Purchase Agreements; or (ii) upon mutual agreement of the G1 Sellers and the G1 Subscribers; or (iii) at the option of the party who is not in default of its obligations, any failure by a party to comply with or non-performance of its obligations under the G1 Debenture Subscription Agreement at Completion (*as defined in the G1 Debenture Subscription Agreement*).

**VII. MIOP Option Agreement**

In relation to the acquisition of Candor G1, BIRET proposes to acquire 100% of shareholding in MIOP from the MIOP Shareholders in accordance with the provisions of the MIOP Option Agreement entered into between MIOP, BIRET (acting through its Manager), the Manager and the MIOP Shareholders dated May 18, 2023. The MIOP Option Agreement is effective from the date of its execution.

In accordance with the MIOP Option Agreement: (i) BIRET has the right to require the MIOP Shareholders to sell 100% of the share capital of MIOP (on a fully diluted basis) to BIRET (either directly or through its holding company, SPV or affiliate subject to compliance with applicable law), for a consideration of ₹1,504 million (“**Call Option**”); and (ii) the MIOP Shareholders also have the right to require BIRET (either directly or through its holding company, SPV or affiliate subject to compliance with applicable law) to acquire 100% of the share capital of MIOP (on a fully diluted basis) from the MIOP Shareholders for a consideration of ₹ 1,504 million (“**Put Option**”).

Upon termination of the Income Support Agreement, BIRET shall have the right to exercise the Call Option and the MIOP Shareholders shall have the right to exercise the Put Option, exercisable no later than 30 months from the ‘Commencement Date’ (*as defined under the Income Support Agreement*), in accordance with the provisions of the MIOP Option Agreement.

The MIOP Option Agreement can be terminated by the mutual consent of the parties in writing and shall automatically terminate upon (a) termination of the G1 REIT SSPA; or (b) on account of BIRET not having obtained the necessary approvals from its Unitholders for acquisition of G1 SPV and MIOP as envisaged under the G1 REIT SSPA; or upon the expiry of 30 months from the ‘Commencement Date’ as defined under the Income Support Agreement, in the event neither of BIRET or the MIOP Shareholders have issued the exercise notice under the MIOP Option Agreement.

## **E. Structure of the Institutional Placement**

### **Proposed Funding for Downtown Powai Acquisition and G1 Acquisition**

The Manager intends to finance the Downtown Powai Acquisition and G1 Acquisition through the amounts received by BIRET through the proceeds received from the Institutional Placement and other issuance(s), as given below.

#### **Institutional Placement**

The Manager has received the approval of its Board *vide* resolution dated May 18, 2023 to raise up to Rs. 35,000 million by way of the Institutional Placement. The issue price for the Institutional Placement will be determined in accordance with the SEBI Institutional Placement and Preferential Allotment Guidelines by the Manager. The actual number of Units to be issued pursuant to the Institutional Placement will depend on the subscription to the Units pursuant to the Institutional Placement upon its launch and the Institutional Placement issue price.

#### **Other Issuance(s)**

In addition to the Institutional Placement, BIRET may, subject to market conditions and other relevant factors, also consider various other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, in accordance with applicable law, including obtaining the approval of the Board and its Unitholders, as required.

Please refer to “*Brief Overview of Regulatory Framework for REIT Valuation, Acquisition from Related Parties and Institutional Placement*” for a brief overview of key regulatory provisions applicable to the Institutional Placement.

**F. Approvals Required**

The Downtown Powai Acquisition, G1 Acquisition and the MIOP Acquisition are subject to completion of certain conditions including obtaining consents from the lenders of Downtown Powai SPV and G1 SPV, consent from the unit approval committee set up under the SEZ Act, approval from the Unitholders and receipt of in-principle approval and final listing and trading approvals from the Stock Exchanges for the Institutional Placement and any other forms of fund raising, including preferential allotment of Units, for cash or otherwise, and rights offering of Units, as may be undertaken in accordance with applicable law, as applicable.



**G. Unitholding Pattern of BIRET**
**Unitholding Pattern as of March 31, 2023**

Category	Category of Unit holder	No. of Units Held	As a % of Total Outstanding Units	No. of units mandatory held		No. of units pledged or otherwise encumbered	
				No. of units mandatory held	As a % of total units held*	No. of units mandatory held	As a % of total units held*
<b>(A)</b>	<b>Sponsor(s) / Investment Manager / Project Manager(s) and their associates/related parties</b>						
<b>(1)</b>	<b>Indian</b>						
(a)	Individuals / HUF	-	-	-	-	-	-
(b)	Central/State Govt.	-	-	-	-	-	-
(c)	Financial Institutions/Banks	-	-	-	-	-	-
(d)	Any Other	-	-	-	-	-	-
	Trust	-	-	-	-	-	-
	Bodies Corporates	-	-	-	-	-	-
	<b>Sub-Total (A) (1)</b>	-	-	-	-	-	-
<b>(2)</b>	<b>Foreign</b>						
(a)	Individuals (Non Resident Indians / Foreign Individuals)	-	-	-	-	-	-
(b)	Foreign government	-	-	-	-	-	-
(c)	Institutions	-	-	-	-	-	-
(d)	Foreign Portfolio Investors	4,188,287	1.25	-	-	-	-
(e)	Any Other (Bodies Corporates)	175,895,130	52.49	83,771,769	47.63	160,431,434	91.21
	<b>Sub-Total (A) (2)</b>	<b>180,083,417</b>	<b>53.74</b>	<b>83,771,769</b>	<b>46.52</b>	<b>160,431,434</b>	<b>89.09</b>
	<b>Total unit holding of Sponsor &amp; Sponsor Group (A) = (A)(1)+(A)(2)</b>	<b>180,083,417</b>	<b>53.74</b>	<b>83,771,769</b>	<b>46.52</b>	<b>160,431,434</b>	<b>89.09</b>
<b>(B)</b>	<b>Public Holding</b>						
<b>(1)</b>	<b>Institutions</b>						
(a)	Mutual Funds	26,748,203	7.98				
(b)	Financial Institutions/Banks	3,227,968	0.96				
(c)	Central/State Govt.	-	-				
(d)	Venture Capital Funds	-	-				
(e)	Insurance Companies	33,820,895	10.09				
(f)	Provident/pension funds	-	-				
(g)	Foreign Portfolio Investors	21,585,946	6.44				
(h)	Foreign Venture Capital investors	-	-				
(i)	Any Other (specify)	-	-				
	Bodies Corporates	-	-				
	Alternative Investment Fund	-	-				
#	Systemically Important NBFCs	4,257,600	1.27				
	<b>Sub-Total (B) (1)</b>	<b>89,640,612</b>	<b>26.75</b>				
<b>(2)</b>	<b>Non-Institutions</b>						
(a)	Central Government/State Governments(s)/President of India	-	-				
(b)	Individuals	29,137,021	8.70				
(c)	NBFCs registered with RBI	525,800	0.16				
(d)	Any Other (specify)						

Category	Category of Unit holder	No. of Units Held	As a % of Total Outstanding Units	No. of units mandatory held		No. of units pledged or otherwise encumbered	
				No. of units mandatory held	As a % of total units held*	No. of units mandatory held	As a % of total units held*
	Trusts	17,000	0.01				
	Hindu Undivided Family	745,790	0.22				
	Non-Resident Indians	307,398	0.09				
	Non-Resident Indians (Non Repat)	420,271	0.13				
	Clearing Members	6,083	0.00				
	Bodies Corporates	32,838,068	9.80				
	Body Corporate-Ltd Liability-Partnership	1,365,613	0.41				
	<b>Sub- Total (B) (2)</b>	<b>65,363,044</b>	<b>19.51</b>				
	<b>Total Public Unit holding (B) = (B)(1)+(B)(2)</b>	<b>155,003,656</b>	<b>46.26</b>				
	<b>Total Units Outstanding (C) = (A) + (B)</b>	<b>335,087,073</b>	<b>100.00</b>				

#The depository data/benpos does not provide classification of systemically important NBFC/ non systemically important NBFCs. Since systemically important NBFCs fall within the definition of institutional investors, based on publicly available information on the Reserve Bank of India website, systemically important NBFC unitholders have been categorized as Institutions based on the data received from Registrar & Transfer Agent.

@The percentage unitholding is rounded off to the nearest multiple.

\* The percentage of no. of units mandatory held/ pledged to total units held as provided above, is calculated basis the total no. of units held in the corresponding category as aligned with the XBRL calculation of National Stock Exchange of India Limited ("NSE").

However, in the XBRL calculation of BSE Limited, the percentage of no. of units mandatory held/ pledged to total units held is calculated based on the total outstanding unit capital. Therefore, in order to align the disclosures made with both the exchanges in XBRL, we are providing the details w.r.t percentage of no. of units mandatory held/ pledged to total units based on the total outstanding unit capital in line with XBRL of BSE Limited as below:

Category	Category of Unit holder	No. of Units Held	As a % of Total Outstanding Units	No. of units mandatory held		Number of units pledged or otherwise encumbered	
				No. of units mandatory held	As a % of total units held*	No. of units mandatory held	As a % of total units held*
(A)	<b>Sponsor(s) / Investment Manager / Project Manager(s) and their associates/related parties</b>						
(2)	<b>Foreign</b>						
(d)	Foreign Portfolio Investors	4,188,287	1.25	-	-	-	-
(e)	Any Other (Bodies Corporates)	175,895,130	52.49	83,771,769	25.00	160,431,434	47.88
	<b>Sub-Total (A) (2)</b>	<b>180,083,417</b>	<b>53.74</b>	<b>83,771,769</b>	<b>25.00</b>	<b>160,431,434</b>	<b>47.88</b>
	<b>Total unit holding of Sponsor &amp; Sponsor Group (A) = (A)(1)+(A)(2)</b>	<b>180,083,417</b>	<b>53.74</b>	<b>83,771,769</b>	<b>25.00</b>	<b>160,431,434</b>	<b>47.88</b>

### Ultimate Beneficial Ownership

The ultimate beneficial owner of the Downtown Powai Sellers and G1 Sellers, is a pooled investment vehicle incorporated and registered in the jurisdiction of Dubai and Singapore, respectively. The pooled investment vehicles are managed and controlled by Brookfield Private Capital (DIFC) Limited and Brookfield Singapore Pte. Ltd,

respectively, which are in turn owned and controlled by Brookfield and Brookfield Asset Management Ltd., which are listed on the Toronto and New York stock exchanges.

## **H. Brief Overview of Regulatory Framework for REIT Valuation, Acquisition from Related Parties and Institutional Placement**

*The following description is a summary of certain key regulations and policies under the REIT Regulations, which are applicable to the matters specified below. The regulations set out below are not exhaustive, and are only intended to provide general information to the Unitholders and are neither designed nor intended to substitute for professional legal advice. The information in this section is based on the current provisions of applicable law that are subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions in India from time to time.*

### ***Valuation***

- A full valuation of BIRET's assets is required to be conducted by the valuer at least once every financial year, and this full valuation exercise shall be conducted at the end of every financial year ending March 31, within three months from the end of such financial year. An updated valuation report incorporating any key changes during the previous half-year is also required to be issued by the valuer within 45 days from the end of such half-year. The valuation reports are to be submitted by the Manager to the Unitholders and the Stock Exchanges within 15 days of receipt of such reports.
- In case of any material development that may have an impact on the valuation of the assets of BIRET, the Manager will require the valuer to undertake a full valuation of the property under consideration, within not more than 2 months from the date of such event, and disclose the same to the Trustee, the Unitholders and the Stock Exchanges within 15 days of such valuation.
- The Manager is required to ensure that computation of NAV of BIRET is based on the valuation done by the valuer and is declared not later than 15 days from the date of valuation and such computation shall be done and declared not less than once every six months.

### ***Acquisitions from Related Parties***

- All related party transactions (including acquisitions from related parties) are required to be on an arms-length basis, in the best interest of the Unitholders, consistent with the strategy and investment objectives of BIRET and disclosed to the Stock Exchanges and Unitholders periodically in accordance with the listing agreement and the REIT Regulations.
- Two valuation reports from two different Valuers, independent of each other, are required to be obtained for a purchase or sale of properties.
- Transactions for purchase are required to be at a price not higher than 110% of the average of the two independent valuations.
- Unitholder approval is required if the proposed acquisition exceeds certain thresholds set out in the REIT Regulations.

### ***Institutional Placement***

- *Pricing (frequently traded Units):* Not less than average of the weekly high and low of closing price of Units during two weeks preceding the relevant date. A discount of not more than 5% may be offered to such average price subject to approval of unitholders.
- *Pricing (infrequently traded Units):* Price determined by the REIT shall take into account the NAV of the REIT based on a full valuation of all existing REIT assets conducted in terms of REIT Regulations.
- *Relevant date:* The date of the meeting in which the board of directors of the manager decides to open the QIP.

- *Transfer restrictions:* Units allotted through a QIP shall be sold only through a recognized stock exchange for up to a period of one year from date of allotment.
- *Eligibility:* Units can be allotted only to Qualified Institutional Buyers (“**QIB**”) as defined under the REIT Regulations.
- *Allotment:* The allotment of Units through the QIP shall be completed within a period of 365 days from the date of the Unitholders’ resolution or the receipt of all applicable regulatory, governmental or statutory body/agency, whichever is later.

**I. Certain Other Information*****Interest in the Proposed Transactions and Abstentions from Voting in relation to the Brookfield Group***

None of the directors of the Manager (or their relatives) are interested in the Acquisition Transactions as per the provisions of Section 184 of the Companies Act, 2013.

Since the Acquisition Transactions involve members of the Brookfield Group and are related party transactions, Mr. Anuj Ranjan, Mr. Thomas Jan Sucharda and Mr. Ankur Gupta (directors on the Board), being employees of the Brookfield Group, shall recuse themselves from discussing and voting on decisions relating to the Acquisition Transactions.

Further, in accordance with Regulation 22(2)(d) of the REIT Regulations, the Sponsor and their respective associates will not vote on the Unitholder resolutions for the Acquisition Transactions, as these are related party transactions.

None of the directors or key managerial personnel of the Trustee are interested in the Acquisition Transactions, or the Institutional Placement.

The Manager, and the Trustee will not receive any Units in the Institutional Placement. Further, none of the directors or the key managerial personnel of any of the parties to BIRET will receive any Units in the Institutional Placement.

No acquisition fee is payable to the Manager for the Acquisition Transactions, or the Institutional Placement.



## DEFINITIONS

*In addition to the terms defined elsewhere, this Transaction Document uses certain definitions and abbreviations set forth below which you should consider when reading the information contained herein.*

*References to any legislation, act, regulation, rules, guidelines or policies shall be to such legislation, act, regulation, rules, guidelines or policies as amended, supplemented, or re-enacted from time to time and any reference to a statutory provision shall include any subordinate legislation made under that provision.*

### Terms Related to BIRET or the Acquisition Transaction(s)

Term	Description
<b>Acquisition Related Events</b>	Events as described in the section “ <i>Basis of Presentation of Pro Forma and Certain Other Information</i> ”
<b>Acquisition Transaction(s)</b>	Downtown Powai Acquisition, G1 Acquisition and the MIOP Acquisition. For further details, see “ <i>Overview of the Acquisition Transactions</i> ”, “ <i>Summary of the Downtown Powai Acquisition</i> ” and “ <i>Summary of the G1 Acquisition and MIOP Acquisition</i> ” above.
<b>Aerobode Asset SPVs</b>	Aerobode One Private Limited SPVs of BIRET, including Candor Kolkata One Hi-Tech Structures Private Limited, Festus Properties Private Limited, Shantiniketan Properties Private Limited, Seaview Developers Private Limited and after the Downtown Powai Acquisition and G1 Acquisition, Downtown Powai SPV and G1 SPV
<b>BIRET</b>	Brookfield India Real Estate Trust
<b>Board</b>	Board of Directors
<b>Brookfield</b>	Brookfield Corporation (erstwhile <i>Brookfield Asset Management Inc.</i> )
<b>Brookfield Group</b>	Persons (including funds, co-investment vehicles and partnerships (including limited partnerships)), controlled (directly or indirectly), and where applicable, also advised and managed (directly or indirectly) by: (a) Brookfield Asset Management Ltd.; or (b) Brookfield; or (c) jointly by Brookfield Asset Management Ltd. and Brookfield
<b>Brookfield Group Unitholders</b>	Sponsor and the Sponsor Group
<b>BSREP IOH</b>	BSREP India Office Holdings Pte. Ltd.
<b>BSREP IOH II</b>	BSREP India Office Holdings II Pte. Ltd.
<b>BSREP IOH IV</b>	BSREP India Office Holdings IV Pte. Ltd.
<b>CCDs</b>	Compulsory convertible debentures
<b>C&amp;W</b>	Cushman & Wakefield India Private Limited
<b>C&amp;W Research</b>	References to Industry and Market data provided by C&W
<b>CAGR</b>	Compound annual growth rate
<b>Candor Techspace G1</b>	Completed tower nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, amenity block I and amenity block II, all situated in Sector 48, Gurugram 122 016, Haryana, India
<b>Candor Techspace G2</b>	Completed tower nos. 1, 2, 3, 4 (amenity block I), 4A (amenity block II), 5, 6, 7, 8A, 8B, 9, 11 and 10 (MLCP), all situated at Dundahera, Sector 21, Gurugram 122 016, Haryana, India
<b>Candor Techspace K1</b>	Completed tower nos. A1, A2, A3, B1, B2, B3, G1, G2, G3, C1, C2 and C3 all situated at Action Area – 1D, New Town, Rajarhat, Kolkata 700 156, West Bengal, India
<b>Candor Techspace N1</b>	Completed tower nos. 1, 2, 3, 5, 6, 7 (amenity block) and 8 (amenity block), and Future Development Potential towers 4A and 4B, all situated at Plot No. 2, Block No. B, Sector 62, Noida, Gautam Budh Nagar 201 301, Uttar Pradesh, India
<b>Candor Techspace N2</b>	Completed tower nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11A, amenity block 1 (ground floor), amenity block 2 and guard room, and Future Development Potential towers 12 and Amenity block 1 (additional floors), all situated at Plot No. 20-21, Sector – 135, Noida, Uttar Pradesh - 201304
<b>CIOP</b>	Candor India Office Parks Private Limited
<b>Composite Scheme</b>	A composite scheme of amalgamation and arrangement between Downtown Powai SPV, Vrihis, Mars, Striton, Aerobode, Parthos and their respective shareholders, filed before the NCLT on December 22, 2021
<b>Current Portfolio</b>	Real estate assets directly or indirectly owned by BIRET being (a) Candor Techspace G2 (owned by Candor Kolkata One Hi-Tech Structures Private Limited); (b) Candor Techspace K1 (owned by Candor Kolkata One Hi-Tech Structures Private Limited); (c) Candor Techspace N1 (owned by Shantiniketan Properties Private Limited); (d) Kensington (owned by Festus Properties Private Limited); (e) Candor Techspace N2 (owned by Seaview Developers Private Limited)

Term	Description
<b>Downtown Powai</b>	Nine completed buildings comprising (a) Fairmont, (b) Winchester, (c) Alpha, (d) Delphi (including wings A, B and C), (e) Spectra, (f) Prudential, (g) Crisil House, (h) Ventura A (includes under-construction area of 74,668 sq. ft.); and (i) One Boulevard all located in Hiranandani Gardens, forming part of a larger township at Powai, Mumbai 400 076, Maharashtra, India, together with land forming the footprint of and appurtenant to each of the buildings, along with amenities and rights to access roads on a non-exclusive basis set up over a total of 19.95 acres  <i>Pursuant to the Composite Scheme, which was filed on December 22, 2021, the Downtown Powai assets have been transferred to Downtown Powai SPV. The NCLT has approved the Composite Scheme by way of its order dated April 24, 2023 and the effective date of the Composite Scheme was May 6, 2023.</i>
<b>Downtown Acquisition</b>	<b>Powai</b> The proposed acquisition of 50% of the share capital of Downtown Powai SPV (on a fully diluted basis) by each of the Downtown Powai Buyers in accordance with the Downtown Powai Securities Purchase Agreements and subscription to the Downtown Powai Consideration NCDs by each of BIRET and Reco Iris ( <i>in accordance with the terms of the Downtown Powai Debenture Subscription Agreement</i> )
<b>Downtown Powai Board</b>	Board of directors of Downtown Powai SPV
<b>Downtown Buyers</b>	<b>Powai</b> BIRET and Reco Europium Private Limited
<b>Downtown Consideration NCDs</b>	<b>Powai</b> 1,750,000 unlisted non-convertible debentures of Downtown Powai SPV with a face value of Rs. 1,000 each and having such terms and conditions as set out in the Downtown Powai Debenture Subscription Agreement, for a cash consideration of Rs. 1,750 million, to be utilized by Downtown Powai SPV towards payment of (a) interest/ coupon on the CCDs held by Project Diamond; and (b) principal amount, interest/ coupon and redemption amount on unlisted NCDs to be issued to Project Diamond FPI, pursuant to the implementation of the Composite Scheme.
<b>Downtown Debenture Subscription Agreement</b>	<b>Powai</b> Debenture subscription agreement between BIRET (acting through the Manager), Downtown Powai SPV, Project Diamond and Reco Iris dated May 18, 2023
<b>Downtown Powai Debt Repayment NCDs</b>	Unlisted non-convertible debentures of Downtown Powai SPV to be issued for an amount not exceeding Rs. 1,750 million (or such reduced amount in accordance with the Downtown Powai SHA), to be utilized by Downtown Powai SPV for the purpose of partial repayment of certain external debt availed by Downtown Powai SPV or for such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms of subscription under the Downtown Powai Debenture Subscription Agreement
<b>Downtown Interim SHA</b>	<b>Powai</b> Shareholders' agreement proposed to be entered into between BIRET, Project Diamond, Project Diamond FPI and Downtown Powai SPV in accordance with the terms of the shareholders' agreement
<b>Downtown Property Management Agreement</b>	<b>Powai</b> Property management agreement between CIOP and Downtown Powai SPV dated May 18, 2023 for provision of property management services by CIOP to Downtown Powai SPV
<b>Downtown Powai REIT SPA</b>	Securities purchase agreement between BIRET (acting through the Manager), Project Diamond and Downtown Powai SPV dated May 18, 2023
<b>Downtown Powai Sale Securities</b>	<b>Powai</b> Downtown Powai sale securities means a total of: (a) 4,879,500 Equity Shares; and (b) 28,615,516 CCDs ( <i>as set out in Part F of Schedule I of the Downtown Powai REIT SPA</i> )
<b>Downtown Securities</b>	<b>Powai</b> The term 'securities' as defined under the Downtown Powai SHA.
<b>Downtown Securities Purchase Agreements</b>	<b>Powai</b> Collectively, the Reco Europium SPA and the Downtown Powai REIT SPA
<b>Downtown Sellers</b>	<b>Powai</b> Project Diamond and Project Cotton
<b>Downtown Powai SHA</b>	The shareholders' agreement dated May 18, 2023 executed between BIRET, Reco Europium and Downtown Powai SPV and includes any amendments, addendums or supplemental agreements or documents as may be entered into by each of the parties in writing
<b>Downtown Powai SPV EM</b>	Kairos Property Managers Private Limited Extraordinary meeting of the Unitholders
<b>Equity Shares</b>	Equity shares of Downtown Powai SPV and G1 SPV, respectively
<b>Fairness Opinion</b>	Professional evaluation by Axis Capital Limited dated May 18, 2023
<b>G1 Acquisition</b>	The proposed acquisition of 50% of the share capital (on a fully diluted basis) of G1 SPV by each of the G1 Buyers in accordance with the G1 Securities Purchase Agreements and subscription to

Term	Description
	the G1 Consideration NCDs by each of BIRET and Reco Iris ( <i>in accordance with the terms of the G1 Debenture Subscription Agreement</i> )
<b>G1 Board</b>	Board of directors of G1 SPV
<b>G1 Buyers</b>	BIRET and Reco Cerium Private Limited
<b>G1 Consideration NCDs</b>	300,000 unlisted non-convertible debentures of G1 SPV with a face value of Rs. 1,000 each and having such terms and conditions as set out in the G1 Debenture Subscription Agreement, for a cash consideration of Rs. 300 million, to be utilized by G1 SPV towards payment of interest/coupon on CCDs held by BSREP IOH II
<b>G1 Debenture Subscription Agreement</b>	Debenture subscription agreement between BIRET (acting through the Manager) G1 SPV, BSREP IOH II and Reco Iris dated May 18, 2023
<b>G1 Debt Repayment NCDs</b>	Unlisted non-convertible debentures of G1 SPV to be issued for an amount not exceeding Rs. 5,000 million (or such reduced amount in accordance with the G1 SHA), to be utilized by G1 SPV for the purpose of partial repayment of certain external debt availed by G1 SPV or for such other purposes as will be set forth under the debenture subscription agreement, in the form and format substantially similar to the terms of subscription under the G1 Debenture Subscription Agreement
<b>G1 Interim SHA</b>	Shareholders' agreement proposed to be entered into between BIRET, BSREP IOH II and G1 SPV in accordance with the terms of the shareholders' agreement
<b>G1 Issuance Securities</b>	G1 issuance securities means a total of: (a) 1 Equity Share; and (b) 2 CCDs of G1 SPV, proposed to be issued to BIRET on the Completion Date (as defined in the G1 REIT SSPA)
<b>G1 Property Management Agreement</b>	Property management agreement between MIOP and G1 SPV for provision of property management services by MIOP to G1 SPV dated May 18, 2023
<b>G1 REIT SSPA</b>	Securities subscription and purchase agreement between BIRET (acting through the Manager), the BSREP IOH II and G1 SPV dated May 18, 2023
<b>G1 Sale Securities</b>	G1 sale securities means a total of: (a) 5,031 Equity Shares; and (b) 4,559 CCDs ( <i>as set out in Part F of Schedule I of the G1 REIT SSPA</i> )
<b>G1 Securities</b>	The term 'securities' as defined under the G1 SHA.
<b>G1 Securities Purchase Agreements</b>	Collectively, the G1 REIT SSPA and the Reco Cerium SPA
<b>G1 Sellers</b>	BSREP IOH II and BSREP IOH
<b>G1 SHA</b>	The shareholders' agreement dated May 18, 2023 executed between BIRET, Reco Cerium and G1 SPV and includes any amendments, addendums or supplemental agreements or documents as may be entered into by each of the parties in writing
<b>G1 SPV</b>	Candor Gurgaon One Realty Projects Private Limited
<b>GIC</b>	GIC, a global institutional investor
<b>IFRS</b>	International Financial Reporting Standards
<b>Income Support</b>	Monetary support to be provided by MIOP to G1 SPV with respect to eligible areas in accordance with the provisions of the Income Support Agreement
<b>Income Support Agreement</b>	Agreement between MIOP and G1 SPV dated May 18, 2023 for provision of Income Support by MIOP to G1 SPV
<b>Ind-AS</b>	Indian Accounting Standards referred to in the Companies Act, 2013 and notified under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, notified on February 19, 2015 by the MCA, including any amendments or modifications thereto
<b>Institutional Investors</b>	As defined under the REIT Regulations
<b>Institutional Placement</b>	Institutional placement of Units not exceeding Rs. 35,000 million by BIRET to Institutional Investors in one or more placements.
<b>Kensington Manager</b>	Kensington A and Kensington B located at Powai, Mumbai 400 076, Maharashtra, India Brookprop Management Services Private Limited
<b>Mars</b>	Mars Hotels and Resorts Private Limited
<b>MIOP</b>	Mountainstar India Office Parks Private Limited, part of the Brookfield Group
<b>MIOP Acquisition</b>	The proposed acquisition of MIOP by BIRET in accordance with the MIOP Option Agreement
<b>MIOP Option Agreement</b>	The option agreement dated May 18, 2023 entered into between MIOP, BIRET (acting through its Manager), the Manager and the MIOP Shareholders
<b>MIOP Shareholders</b>	BSREP IOH, BSREP IOH II and BSREP IOH IV
<b>NCDs</b>	Non-convertible debentures
<b>NCLT</b>	The National Company Law Tribunal, Mumbai Bench
<b>NCR</b>	National Capital Region which includes Gurugram and Noida

Term	Description
<b>Parthos</b>	Parthos Properties Private Limited
<b>Project Cotton</b>	Project Cotton Holdings One (DIFC) Limited
<b>Project Diamond</b>	Project Diamond Holdings (DIFC) Limited
<b>Project Diamond FPI</b>	Project Diamond FPI Holdings (DIFC) Limited
<b>Pro-forma Metrics</b>	Certain unaudited, pro-forma operational and financial metrics as defined in the section “ <i>Basis of Presentation of Pro Forma and Certain Other Information</i> ” above.
<b>Pro-forma Portfolio</b>	Together, Current Portfolio, Downtown Powai and Candor Techspace G1
<b>QIB</b>	Qualified Institutional Buyer, as defined under the REIT Regulations
<b>RBI</b>	Reserve Bank of India
<b>Reco Cerium</b>	Reco Cerium Private Limited, an affiliate of GIC
<b>Reco Cerium SPA</b>	Securities purchase agreement between Reco Cerium, Reco Iris, BSREP IOH II and G1 SPV dated May 18, 2023
<b>Reco Europium</b>	Reco Europium Private Limited, an affiliate of GIC
<b>Reco Europium SPA</b>	Securities purchase agreement between Reco Europium, Reco Iris, Project Diamond and Downtown Powai SPV dated May 18, 2023
<b>Reco Iris</b>	Reco Iris Private Limited, an affiliate of GIC
<b>REIT</b>	Real Estate Investment Trusts
<b>REIT Regulations</b>	Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, together with the notifications, circulars, guidelines and clarifications issued thereunder, each as amended from time to time
<b>ROFO Agreement</b>	Right of first offer agreement dated December 1, 2020 entered into by BIRET (acting through the Trustee) and our Manager with Vrihis and its respective shareholders and debenture holders, the assignment agreement dated September 20, 2021 executed between BSREP II India Office Holdings II Private Limited and Project Diamond, pursuant to which the right of BSREP II India Office Holdings II Private Limited has been assigned to Project Diamond and the deed of adherence executed between BSREP II India Office Holdings II Private Limited and Project Diamond dated September 20, 2021
<b>SEBI</b>	Securities Exchange Board of India
<b>SEBI Act</b>	The Securities and Exchange Board of India Act, 1992, as amended
<b>SEBI Institutional Placement and Preferential Allotment Guidelines</b>	The master circular dated April 26, 2022 (including pursuant to the circulars dated November 27, 2019, March 13, 2020, September 28, 2020, August 26, 2022 and September 28, 2022) on guidelines for preferential issue of units and institutional placement of units by a listed REIT issued by the SEBI
<b>Second Year</b>	Second year shall mean the second anniversary of the Commencement Date as defined in the Income Support Agreement
<b>Sellers</b>	Together, the Downtown Powai Sellers and G1 Sellers
<b>SEZ</b>	Special Economic Zone
<b>SEZ Act</b>	Special Economic Zones Act, 2005
<b>Sponsor</b>	BSREP India Office Holdings V Pte. Ltd.
<b>Sponsor Group</b>	a) BSREP II India Office Holdings II Pte. Ltd.; b) BSREP India Office Holdings IV Pte. Ltd.; c) Brookfield; d) BSREP India Office Holdings III Pte Ltd.; e) BSREP India Office Holdings VI Pte Ltd.; and f) BSREP India Office Holdings Pte. Ltd.
<b>SPA</b>	Share Purchase Agreement
<b>SPV</b>	Special purpose vehicles, as defined in Regulation 2(l)(zs) of the REIT Regulations, which currently comprise the Asset SPVs
<b>Stock Exchanges</b>	National Stock Exchange of India Limited and BSE Limited
<b>Striton</b>	Striton Properties Private Limited
<b>Target SPVs</b>	Downtown Powai SPV and G1 SPV
<b>Target Assets</b>	Real estate assets proposed to be acquired by BIRET being (a) Downtown Powai (owned by Downtown Powai SPV); and (b) Candor Techspace G1 (owned by G1 SPV) in accordance with the terms of the G1 REIT SSPA and Downtown Powai REIT SPA
<b>Transaction Agreements</b>	G1 REIT SSPA, G1 SHA, G1 Interim SHA, Income Support Agreement, G1 Property Management Agreement, G1 Debenture Subscription Agreement, Downtown Powai REIT SPA, Downtown Powai SHA, Downtown Powai Interim SHA, Downtown Powai Property Management Agreement, and Downtown Powai Debenture Subscription Agreement

<b>Term</b>	<b>Description</b>
<b>Transaction Document</b>	Transaction document dated May 18, 2023 issued by BIRET in accordance with the provisions of Regulations 19(5) and 19(6) of the REIT Regulations
<b>Trustee</b>	Axis Trustee Services Limited
<b>Units</b>	An undivided beneficial interest in BIRET, and such Units together represent the entire beneficial interest in BIRET
<b>Unitholders</b>	Unitholders of BIRET, from time to time
<b>U.S. GAAP</b>	Generally Accepted Accounting Principles (GAAP or US GAAP) are a collection of commonly-followed accounting rules and standards for financial reporting
<b>Valuers</b>	Ms. L. Anuradha and ANVI Technical Advisors Private Limited
<b>Vrihis</b>	Vrihis Properties Private Limited

**Technical, Industry Related and Other Terms**

<b>Term</b>	<b>Description</b>
<b>Acquisition Price</b>	The purchase price agreed upon for the acquisition of Downtown Powai and Candor Techspace G1 as set out in the Downtown Powai Securities Purchase Agreements and G1 Securities Purchase Agreements
<b>Adjusted NOI</b>	NOI from rent generating areas and Income Support
<b>Cap Rate</b>	Cap rate is a real estate industry metric. Cap rate for office space in a geography refers to the ratio of the net operating income from rentals from the office space to their GAV
<b>Committed Occupancy</b>	$\frac{\text{Leased Area}}{\text{Operating Area}}$ in%
<b>Consolidated GAV</b>	GAV adjusted for 100% stake in all Asset SPVs
<b>Consolidated Adjusted NOI</b>	Adjusted NOI adjusted for 100% stake in all Asset SPVs
<b>Discounted Cash Flow Method</b>	Valuation method used to estimate the value of asset based on expected future cash flows. Value determined using rent reversion approach over a 10 year period with suitable adjustments to rentals, other revenue, recurring operational expenses and other operating assumptions.
<b>Effective Economic Occupancy</b>	$\frac{\text{Sum of Leased Areas and any eligible areas under any income support arrangement (excluding Leased Areas)}}{\text{Operating Area}}$ in%
<b>Estimated NOI</b>	NOI computed based on addition of i) NOI for Leased Area on an annualized basis computed using metrics as on March 31, 2023; and ii) NOI for Vacant Area on an annualized basis computed using Leased Area metrics as on March 31, 2023
<b>Estimated NOI Yield</b>	$\frac{\text{Estimated NOI}}{\text{Value of Operating Area}}$ in%
<b>Future Development Potential</b>	The area of a property for which the master plan for development has been obtained or applied for, or which has been calculated on the basis of FSI available as per the local regulatory norms, but where the internal development plans are yet to be finalized and the applications for requisite approvals to commence construction are yet to be made
<b>GAV</b>	Market value of the property/ portfolio
<b>GCC</b>	Global Capability Center
<b>Grade A</b>	“Grade-A” is defined as a development type whose tenant profile includes prominent multinational corporations. The development should also include adequate ceiling height, 24x7 power back-up, supply of telephone lines, infrastructure for access to internet, central air-conditioning, spacious lobbies, circulation areas, good lift services, sufficient parking facilities and should have centralized building management and security systems
<b>Gross Contracted Rentals</b>	Gross contracted rentals is the sum of Warm Shell Rentals from Leased Area that is expected to be received from the tenants pursuant to the agreements and letters of intent entered into with them
<b>In-place Rent (Rs psf / month)</b>	Warm Shell rent for the month excluding fit-out and car parking income
<b>Leasable Area/ Total Leasable Area (sf)</b>	Total gross square footage that can be occupied or utilised by an occupier for the purpose of determining an occupier's rental obligations. Leasable Area is the sum of Operating Area, Under Construction Area and Proposed Development Area)
<b>Leased Area</b>	The Operating Area of a property which has been leased or rented out in accordance with an agreement or letters of intent entered into for that purpose with tenants
<b>LTV</b>	Loan to value
<b>Market Rent (psf per month)</b>	Management's estimate of Warm Shell Rent that can be expected from leasing of the asset to a occupier; does not include fit-out and parking income
<b>Mn or mn</b>	Million
<b>Msf</b>	million square feet
<b>MTM</b>	Mark-to-Market
<b>NAV</b>	Net Asset Value
<b>NDCF</b>	Net Distributable Cash Flow
<b>NOI</b>	Net Operating Income
<b>Operating Area (sf)</b>	The Leasable Area of a property for which occupancy certificate has been received
<b>Operating Lease Rentals (OLR)</b>	Revenue from leasing of premises including Warm Shell Rent, fit out rent and car parking income
<b>Psf</b>	Per square feet
<b>Rs</b>	Indian rupees



Term	Description
<b>Same Store Occupancy Sf</b>	Committed Occupancy excluding Tower 8 / 8A at Candor Techspace G1 Square feet
<b>Under Construction Area (sf)</b>	Leasable Area for which internal development plans have been finalized and requisite approvals as required under law for the commencement of construction have been applied for, construction has commenced and the occupancy certificate is yet to be received
<b>US\$</b>	US dollars
<b>Vacant Areas (sf)</b>	Represents the total office space in existing properties, which is physically vacant and is being actively marketed as at the end of the quarter/ year. Space that is physically vacant, but not being marketed or is not available for occupation is excluded from vacancy. Space that is Under Construction is also excluded from Vacant Area
<b>WALE</b>	Weighted Average Lease Expiry calculated assuming occupiers exercise all their renewal options post expiry of their initial commitment period as per terms of lease contract
<b>Warm Shell Rent</b>	Rental income contracted from the leasing of Leased Area and does not include fit-out and car parking income

**VALUATION REPORTS**

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# **VALUATION REPORT**

## **Portfolio of assets owned by Kairos Property Managers Private Limited, Powai, Mumbai**

Date of Valuation: 31<sup>st</sup> March 2023

Date of Report: 16<sup>th</sup> May 2023

**Submitted to:**

**Instruction Party: Brookprop Management Services Private Limited**



## **Disclaimer**

*This report is prepared exclusively for the benefit and use of Brookfield India Real Estate Trust ("Brookfield India REIT" or "REIT") and / or its associates and its unitholders for the proposed Acquisition ("Acquisition"). Brookfield India REIT, a Real Estate Investment Trust under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended till date ("SEBI REIT Regulations"). The Brookfield India REIT may share the report with its appointed advisors for any statutory or reporting requirements or include it in stock exchange filings, any preliminary/placement document/ information memorandum/ transaction document/any publicity material / research reports / presentations or press releases to the unitholders, or any other document in connection with the proposed acquisition of the properties by Brookfield India REIT. Neither this report nor any of its contents may be used for any other purpose other than the purpose as agreed upon in the Letter of Engagement ("LOE") dated 23 December 2022 without the prior written consent of the Valuer.*

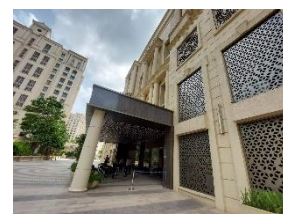
*The information in this report reflects prevailing conditions and the view of Valuer as of this date, all of which are, accordingly, subject to change. In preparation of this report, the accuracy and completeness of information shared by the REIT has been relied upon and assumed, without independent verification, while applying reasonable professional judgment by the Valuer.*

*This report has been prepared upon the express understanding that it will be used only for the purposes set out in the LOE dated 23 December 2022. The Valuer is under no obligation to provide the Recipient with access to any additional information with respect to this report unless required by any prevailing law, rule, statute or regulation.*

*This report should not be deemed an indication of the state of affairs of the real estate financing industry nor shall it constitute an indication that there has been no change in the business or state of affairs of the industry since the date of preparation of this document.*

**Executive Summary**

<b>Portfolio of properties owned by Kairos Property Managers Private Limited located in Powai</b>	
<b>Valuation Date:</b>	31 March 2023
<b>Site Visit Date:</b>	11 April 2023
<b>Valuation Methodology :</b>	10 Year Discounted Cash Flow
<b>Valuation Purpose:</b>	Disclosure of valuation of asset to be formed as a part of portfolio of Brookfield India in accordance with the SEBI (REIT) Regulations, 2014
<b>Location / Situation:</b>	<p>Portfolio of properties owned by Kairos Property Managers Private Limited (“KPMPL”) are located in Hiranandani Gardens, Powai (herein after referred to as Subject Properties). The subject properties comprising of IT/ITeS and Commercial buildings. The Andheri &amp; Powai micro-market is bounded by Powai Lake to its north, Andheri to its west, Ghatkopar and Vidya Vihar to its south and Vikhroli and Kanjurmarg to its east.</p> <p>This micro-market enjoys good road connectivity via Jogeshwari-Vikhroli Link Road (JVLR), Chandivali Road and Hiranandani Link Road. Prima Bay, Chromium, Godrej IT Park, Godrej One are some of the prominent office developments located in the Andheri &amp; Powai micro-market.</p>
<b>Description:</b>	<p>The subject properties comprise of nine completed and operational buildings with two additional floor in Ventura A being under-construction. The listing of buildings under each component are as follows:</p> <p>Completed buildings with Occupancy Certificates (OC) – Alpha, Delphi, Fairmont, Winchester, Prudential, Spectra, One Boulevard &amp; Ventura A, CRISIL House.</p> <p>The operational buildings collectively admeasure 2,654,828 sq. ft. of leasable area with 89.3% committed occupancy* and are located on individual plots of land cumulatively measuring 19.95 Acres</p> <p>The under-construction floor of Ventura A (1<sup>st</sup> &amp; 10<sup>th</sup> Floor) has a leasable area of 74,668 sq. ft., which is indicative and is subject to change once the internal business plans are in place or the construction is completed. It is expected to be ready by Q2 FY 2023-24. Amended Plan Approval received from MCGM on 28 October 2021.</p>
<b>Total Area:</b>	<p>Cumulative underlying Land Area: 19.95 Acres</p> <p>Completed Leasable Area of Completed Buildings**: 2,654,828 sq. ft.</p> <p>Under Construction Leasable Area: 74,668 sq. ft.</p> <p>Total Leasable Area**: 2,729,496 sq. ft.</p>



Source: Architect’s Certificate (Yet to be received), \*Rent Roll as on 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client Information  
 \*Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area.



*\*\* Completed Leasable Area and Total Leasable Area for the subject properties include areas designated / occupied for ATM purpose (cumulatively admeasuring 75 Sq Ft) and Towers (cumulatively admeasuring 25 Sq Ft). Of this, the income from the leased areas are included in the "Other Income".*

*Under Construction Area includes Part of 1<sup>st</sup> & 10<sup>th</sup> floor of Ventura A*

### MARKET VALUE OF THE SUBJECT PROPERTIES BASED ON

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which he has no knowledge, the opinion of value of the aforementioned Subject Properties comprising land and improvements thereon and the right to provide facility management services to the Subject properties, as on 31 March 2023, is as follows:

Building Name	Market Value (INR Million)
Alpha	2,822
CRISIL House	5,504
Delphi	9,625
Fairmont	6,440
Winchester	16,553
Prudential	6,384
Spectra	4,378
One Boulevard	3,601
Ventura A (Completed) *	12,001
Ventura A (Under Construction portion) *	1,707
<b>Total Market Value</b>	<b>69,015</b>

*\*Note: Refurbishment works on the 1<sup>st</sup> Floor (Part; 18,322 sq. ft. leasable area) of Ventura A has been completed and approvals from relevant authorities are pending. Hence, for the purpose of valuation, we have considered same WACC rate of 11.75%, as that of the operational portion of Ventura A. Ventura A (Under Construction) represents the under-construction 10<sup>th</sup> floor and the 1<sup>st</sup> floor (part)*

Component	Market Value as on	In Figures	In Words
Completed Buildings	31 March 2023	INR 67,308 Million	Indian Rupees Sixty-Seven Billion Three Hundred and Eight Million Only
Under construction	31 March 2023	INR 1,707 Million	Indian Rupees One Billion Seven Hundred and Seven Million Only

This summary is strictly confidential to the addressee. It must not be copied, distributed or considered in isolation from the full report





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**From: L. Anuradha  
IBBI Registered Valuer (L&B)  
(IBBI/RV/02/2022/14979)**

**To: Brookfield India Real Estate Trust**

**Property: Portfolio of Properties owned by Kairos Property  
Managers Private Limited, Powai, Mumbai**

**Report Date: 17<sup>th</sup> May 2023**

**Valuation Date: 31<sup>st</sup> March 2023**

## **A REPORT**

### **1 Instructions**

**Brookfield India Real Estate Trust (hereinafter referred to as the “REIT” or the “Client”)** has appointed L. Anuradha, registered as a valuer with the Insolvency and Bankruptcy Board of India (IBBI) for the asset class Land and Building under the provisions of the Companies (Registered Valuers and Valuation) Rules, 2017 (hereinafter referred to as the “Valuer”), in order to undertake the valuation of office properties located in Mumbai (hereinafter referred to as “Subject Properties”) for the proposed acquisition of the properties under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange. The properties and interests valued as part of this valuation exercise are detailed in Part C of this report. The exercise has been carried out in accordance with the instructions (Caveats & Limitations) detailed in Annexure 8 of this report. The extent of professional liability towards the Client is also outlined within these instructions.

### **2 Professional Competency of The Valuer**

Ms. L Anuradha is registered as a valuer with the Insolvency and Bankruptcy Board of India (IBBI) for the asset classes of Land and Building under the provisions of The Companies (Registered Valuers and Valuation) Rules, 2017 since September 2022. She completed her Bachelor’s in Architecture in 2002 and Master’s in Planning from School of Planning & Architecture in 2004.

L. Anuradha has more than 16 years of experience in the domain of urban infrastructure, valuation and real estate advisory. She was working as an Associate Director for Cushman and Wakefield (hereinafter referred to as “C&WI”) from 2013-2022 and was leading the team for Tamil Nadu, Kerala and Sri Lanka. Prior to joining C&WI, she has been involved in various strategy level initiatives in Institutional development and Infrastructure for donor agencies and various Government and Private clients. Anuradha worked with SIVA group in the M&A practice where she was involved with the financial appraisal and valuation of real estate projects. Prior to this she has worked with PriceWaterhouse Coopers in the Government, Real estate, and Infrastructure Development Practice where she was involved in carrying out financial appraisal and strategies for some of the



State Governments in India. Her foundation in real estate valuation was at Jones Lang LaSalle where she worked for 3 years on multiple valuations and entry strategies for Indian NBFCs and funds.

Her last employment was at C&WI. As an Associate Director of the Valuation and Advisory team at C&WI, Ms. Anuradha provided support on identified business/ new opportunities, evaluated proposals for new property investments and/ or dispositions while providing analytical support for Investment recommendations. Anuradha was also key personnel in carrying out the Market study for the Mindspace REIT micro markets in India. She has undertaken valuations exercises for multiple private equity/ real estate funds, financial institutions, developers, and corporates across asset classes of commercial, retail, residential and hospitality. Her clientele included HDFC, Xander, DLF, RMZ, Embassy Group, CapitaLand, Tata Capital, Tata Realty, TVS group etc.

### **3 Independence and Conflicts of Interest**

The Valuer confirms that there are no conflicts of interest so far as discharging her duties as a valuer for the Subject Properties/ business is concerned and has undertaken the valuation exercise without the presence of any bias, coercion, or undue influence of any party, whether directly connected to the valuation assignment. There has not been any professional association with the Client or the Subject Properties in past five years from the date of this report.

The Valuer or any of her employees involved in valuing the assets of the REIT have not invested nor shall invest in securities of any of the Subject Properties being valued till the time she is designated as Valuer and not less than six months after ceasing to be a Valuer of the REIT.

### **4 Purpose of Valuation**

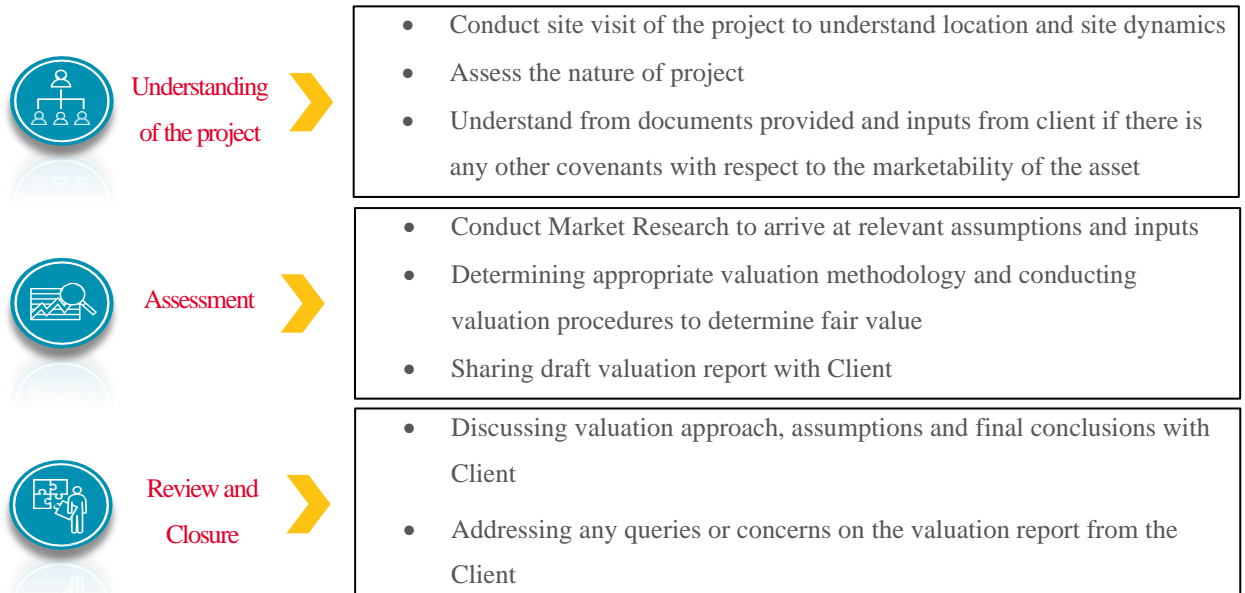
The Report is being prepared to be relied upon by the Reliant Parties and inclusion, as a whole or any extracts thereof, in any documents prepared in relation to proposed property(ies) acquisition by "REIT" (and such offering the "Acquisition") including the transaction document required under regulations issued by the Securities and Exchange Board of India ("SEBI") or any other relevant regulator within or outside India, and in any other documents to be issued or filed in relation to the Acquisition, including any preliminary or final international offering documents for distribution to investors outside India, and any publicity material, research reports, presentations or press releases, in connection with the Acquisition (collectively, the "Documents").

### **5 Basis of Valuation**

It is understood that the valuation is required by the Client of the Subject Properties which is proposed to be acquired ("Proposed Acquisition") by Brookfield India REIT, in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange and for accounting purposes. Accordingly, the valuation exercise has been carried out to estimate the "Market Value" of the Subject Properties in accordance with IVS 104 of the IVSC International Valuation Standards issued in 2021, effective from 31 January 2022.

Market Value” is defined as ‘*The estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.*’

## 6 Valuation Approach & Methodology



The basis of valuation for the subject properties being Market Value, the same may be derived by any of the following approaches:

### **Discounted Cash Flow Method using Rental Reversion**

The market practice in most commercial/ IT developments involves contracting tenants in the form of pre-commitments at sub-market rentals to increase attractiveness of the property to prospective tenants typically extended to anchor tenants. Additionally, there are instances of tenants paying above-market rentals for certain properties as well (primarily owing to market conditions at the time of contracting the lease). In order to arrive at a unit value for these tenancies, we have considered the impact of such sub/above market leases on the valuation of the Subject Properties.

***For the purpose of valuation of the Subject Properties, Income Approach - Discounted Cash Flow Method using Rental Reversion has been adopted.***

## 7 Assumptions, Departures and Reservations

This valuation report has been prepared on the basis of the assumptions within the instructions (Caveats & Limitations) detailed in Annexure 9 of this report. The development mix, built up area, land area and lease details such as lease rent, lease commencement and lease end date, lock - in period, escalation terms, etc. pertaining to the Subject Properties is based on the appropriate relevant documents which has been provided by the Client and the same has been adopted for the purpose of this valuation.



## **8 Inspection**

The Properties were inspected on 11 April 2023 by the Valuer. No measurement or building survey has been carried out as part of the valuation exercise. The Valuer has relied entirely on the site areas provided by the Client, which has been assumed to be correct. Based on the discussions with the client it has been assumed that no material change in the condition of the properties has taken place.

## **9 General Comment**

A valuation is a prediction of price, not a guarantee. By necessity it requires the valuer to make subjective judgments that, even if logical and appropriate, may differ from those made by a purchaser, or another valuer. Historically it has been considered that valuers may properly conclude within a range of possible values.

The purpose of the valuation does not alter the approach to the valuation.

Property values can change substantially, even over short periods of time, and thus the valuation of the Subject Properties herein could differ significantly if the date of valuation was to change.

This report should not be relied upon for any other purpose other than for which this valuation exercise has been undertaken for.

## **10 Confidentiality**

The contents of this Report are intended for the specific purpose stated. Consequently, and in accordance with current practice, no responsibility is accepted to any other party in respect of the whole or any part of its contents except as maybe required in connection with disclosure of valuation of assets, proposed to be forming part of the portfolio of Brookfield India REIT under the applicable law.

## **11 Authority**

The Client acknowledges and agrees that the Valuer's services hereunder (including, without limitation, the Deliverables itself and the contents thereof) are being provided solely to the Client in relation for the disclosure of valuation of assets proposed to be forming part of the portfolio of Brookfield India REIT under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 [SEBI (REIT) Regulations], as amended, together with circulars, clarifications, guidelines and notifications thereunder by SEBI and also disclosure as per fair value accounting under Indian Accounting Standards (Ind AS 40) and disclosure in the Documents and in the valuation report, as may be required.

The Valuer consents to the usage of her name as an expert, in relation to the Report, in the Documents. If the Client desires to use the Deliverables or the Valuer's name in any other offering other than the Documents as contemplated under the LOE, then the Client shall obtain the Valuer's prior written approval for such usage. The Client shall indemnify the Valuer for any losses suffered by her due to such usage other than for the Acquisition as contemplated under the LOE. Additionally, the Client herewith consents to provide or cause to be provided, an indemnification agreement in his favor, reasonably satisfactory to her for any use of the Report other than for the purpose permitted under the LOE. It is however clarified that the indemnity shall not cover





any losses resulting from the use of the Report for the Acquisition including disclosure in the Documents and in the valuation report.

## **12 Reliant Parties**

The reliance on the valuation reports prepared as part of this engagement is extended to **Brookprop Management Services Private Limited ("Brookprop" or "The Manager")**, the **Brookfield India Real Estate Trust ("Brookfield REIT")** and their unit holders and Axis Trustee Services Limited, the trustee to the **Brookfield REIT ("Trustee")** for the purpose as highlighted in this report (valuation). The auditors, debenture trustees, stock exchanges, unit holders of the REIT, **Securities and Exchange Board of India (SEBI)**, and credit rating agencies, would be extended reliance by the Valuer but would not be liable to such parties, except in case of gross negligence and wilful misconduct by the Valuer.

## **13 Limitation of Liability**

The Valuer shall endeavor to provide services to the best of its ability and professional standards and in bonafide good faith. Subject to the terms and conditions in this Agreement, the Valuer's total aggregate liability to the Manager arising in connection with the performance or contemplated performance of the services herein, regardless of cause and/or theory of recovery, shall not exceed the total fees paid to Valuer by Client hereunder.

The Valuer acknowledges that it shall consent to be named as an 'expert' in the Documents and that its liability to any person, in its capacity as an expert and for the Report, shall be without any limitation and in accordance with law. In the event that the Manager, the sponsors, the trustee, the REIT, the intermediaries appointed in connection with the Acquisition be subject to any claim ("Claim Parties") in connection with, arising out of or attributable to the Report, the Claim Parties will be entitled to require the Valuer to be a necessary party/respondent to such claim and he shall not object to his inclusion as a necessary party/ respondent. In all such cases, the Manager agrees to reimburse/ refund to the Valuer, the actual cost (which shall include legal fees and external counsel's fee) incurred by him while becoming a necessary party/respondent. If the Valuer does not cooperate to be named as a party/respondent to such claims in providing adequate/successful defense in defending such claims, the Claim Parties jointly or severally will be entitled to initiate a separate claim against him in this regard

## **14 Disclosure and Publication**

The Valuer must not disclose the contents of this valuation report to a third party in any way, except as allowed under the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars. As per the terms and regulation 2(1) of the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars, it may be noted that the Valuation report is prepared in accordance with said REIT regulations.



## **15 Anti-Bribery & Anti-Corruption**

Both Parties represents, warrants and undertakes that:

They are familiar with applicable Anti-Corruption Laws under this Agreement including but not limited to Prevention of Corruption Act 1988 and will ensure that neither it nor any of its officers, directors, shareholders, employees and agents or any other person acting under its implied or express authority will engage in any activity, practice or conduct which would constitute an offence under, or expose or potentially expose either Party to any direct or indirect liability, under Applicable Anti-Corruption Laws;

It is further agreed that breach of any of the above undertakings shall be deemed to be a material breach of the Agreement and in case she is insisted upon or asserted by the Client to violate any of the above said undertakings in any form or manner, on pretext of business relationship or otherwise, the Valuer shall have a discretionary right to terminate this Agreement without any liability or obligation on his part.

Such termination of this Agreement shall not in any way prejudice the rights and obligations (including payment for the services delivered under this Agreement) already accrued to the Valuer, prior to such termination.



## **B Mumbai Region Overview**



For the purpose of the valuation exercise, reliance has been made on the market report prepared by Cushman & Wakefield India Private Limited (CWI), who has been appointed by the Client as an independent consultant to carry out industry and market report.

## 1 Mumbai Region Overview

Mumbai is India's financial and commercial capital. The presence of vibrant capital and money markets makes the city the first choice of entry for financial services firms. Mumbai houses the headquarters of major corporates & financial institutions such as ICICI Bank, HDFC Bank, Life Insurance Corporation of India, etc. India's main stock exchanges & capital market and commodity exchanges (National Stock Exchange – NSE, Bombay Stock Exchange – BSE and Multi Commodity Exchange – MCX) are also located in Mumbai. It is also home to Bollywood, the Indian Television and Film Industry.

The map below highlights the key office micro markets of MMR region illustrating the geographical expanse of the office market. The micro markets covered for the analysis are the prime contributors to the office supply in MMR.



Source: C&WI Research  
(Map not to scale)



The key drivers of demand for office space in Mumbai Region are as follows:

- **Financial capital and Services hub:** Mumbai, which is referred as India's financial capital, houses corporate head offices of many Indian banks such as ICICI Bank, HDFC Bank, etc. and stock exchanges such as, NSE, BSE etc. It is also home to global consultancy firms, legal and professional services, media houses, accounting professionals, etc. like Boston Consulting Group, HDFC Bank, EY, Johnson & Johnson, Warburg Pincus, Hindustan Unilever, Nestle, McKinsey & Company, Procter & Gamble, BNP Paribas.
- **Global In-house Centers/ Global Capability Centers:** Mumbai is a hub for Global In-house Centers (GICs) / Capability Centers (GCCs) of many Investment Banks mainly from the North American and European markets such as Deutsche Bank, Bank of America, JP Morgan, etc.
- **Social Infrastructure:** Mumbai has established educational institutions and colleges (IIT-Bombay, NMIMS, SP Jain, NIFT etc.), Malls (Phoenix Palladium, High Street Phoenix, R City, Oberoi Mall, Inorbit Mall, etc.), Hospitals (Lilavati, Hiranandani, Fortis, Tata Memorial Hospital, Jaslok Hospital, etc.) and hotels (St. Regis, Renaissance, JW Marriott, Hilton, Four Seasons, ITC Maratha, Leela etc.).
- **Transport infrastructure:** Mumbai is well connected via road with availability of infrastructure like the Eastern Express Highway, Western Express Highway, Eastern Free Way, Bandra-Worli Sea Link, etc. It also provides good railway connectivity with three railway lines, an operational metro line across 390 km carrying 8 million passengers daily and a monorail line. Mumbai is also well connected via air with other cities in India and other global cities with the help of 2 operational passenger terminals (Domestic and International) and one cargo terminal at Chhatrapati Shivaji Maharaj International Airport. Mumbai is the gateway city of India with 2nd busiest airport (Chhatrapati Shivaji Maharaj International Airport having 45.87 million passengers in FY20 connecting to 61 domestic and 48 international destinations). Mumbai Region also has the largest container port of India (Jawaharlal Nehru Port Trust with 68.45 million tons of cargo in FY20).
- **Ongoing/Planned infrastructure projects:** Key initiatives include USD 12 billion of proposed investment from 2019-24 for the Navi Mumbai International Airport (expected to be completed by 2024 with a capacity of 60 million passengers per annum), various road projects (including The 29.80 km Mumbai Coastal Road Project (MCRP) is an under-construction access-controlled expressway with a route connecting Princess Street Flyover in South Bombay with Kandivali in the northern suburbs. The 8-lane freeway, with 2-lanes reserved for BRTS corridor, will have 22 entries and exits, two earthquake resistant undersea tunnels of 3.4 km each at Girgaum Chowpaty and Malabar Hill, and 13 cross tunnels to be used for emergency).



The table below highlight the key statistics of Mumbai's office micro markets

Particulars	Mumbai -Overall	CBD	**Andh eri and Powai	Thane Belapur Rd	Malad – Goregaon	Worli – Lower Parel	BKC & Annexe	Thane	Central Suburbs	Eastern Suburbs	Vashi & Others	Competitive REIT Micro-Markets^
<b>Total completed stock Q1 2023 (msf)</b>	104.80	2.08	20.86	17.14	14.78	13.42	10.55	10.36	5.69	6.06	3.86	17.03
<b>Current occupied stock Q1 2023 (msf)</b>	83.34	1.86	18.14	13.12	12.63	8.06	8.99	9.20	4.03	4.86	2.46	14.86
<b>Current Vacancy Q1 2023 (%)</b>	20.5%	10.4%	13.0%	23.5%	14.6%	39.9%	14.8%	11.2%	29.2%	19.9%	36.3%	12.7%
<b>Avg. Annual Absorption – 2015 – Q1 2023 (msf)</b>	3.80	0.00	0.51	0.74	0.55	0.19	0.46	0.71	0.30	0.19	0.16	0.63
<b>Future Supply – 2023F – 2025F (msf)</b>	16.25	0.00	5.47	3.37	1.80	2.14	0.26	2.00	0.69	0.00	0.50	4.95
<b>Market Rent – Q1 2023 (INR psf / month)</b>	137.41	231.59	136.22	62.39	124.86	190.54	274.62	71.75	137.74	136.82	91.51	*167.23

Source: Cushman & Wakefield Research

Notes: The rentals are in INR psf / month on leasable area, the rentals are basis the prevailing quotes in the micro market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.

\* Average incorporating the quoted rentals for high street retail.

\*\*Subject Properties Micro-Market

^ A Competitive REIT micro-market consists of comparable set of buildings (peer set to properties in powai submarket) to powai submarket in micro markets of Andheri & Powai, Malad & Goregaon and Eastern Suburbs. The peer set considered is based on parameters such as size of the parks, floor plates, tenant profile, proximity to catchment area, infrastructure and certain additional criteria





## 2 Brookfield India REIT's City Market – Mumbai

Portfolio of properties owned by Kairos Property Managers Private Limited (“KPMPL or Kairos”) which are valued for the proposed acquisition under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange, has the following assets in Mumbai.

Building Name	Location	Building Type	Leasable Area (sq. ft.)
Alpha	Powai	Commercial	1,09,463
CRISIL House	Powai	IT	2,11,611
Delphi	Powai	Commercial	3,49,629
Fairmont	Powai	IT	2,84,459
Winchester	Powai	IT	7,45,822
Prudential	Powai	IT	2,34,229
Spectra	Powai	IT	1,93,649
One Boulevard	Powai	Commercial	1,06,133
Ventura A	Powai	IT	4,19,833
Ventura A (Under Construction)	Powai	Retail/Commercial	74,668
<b>Total</b>			<b>2,729,496</b>

Note:

1. Ventura A – Under construction includes expansion on the 10<sup>th</sup> floor & 1<sup>st</sup> floor (part).

2. Leasable Area for the subject properties include areas designated / occupied for ATM purpose (cumulatively admeasuring 75 Sq Ft) and Towers (cumulatively admeasuring 25 Sq Ft). Of this, the income from the leased areas are included in the “Other Income”.

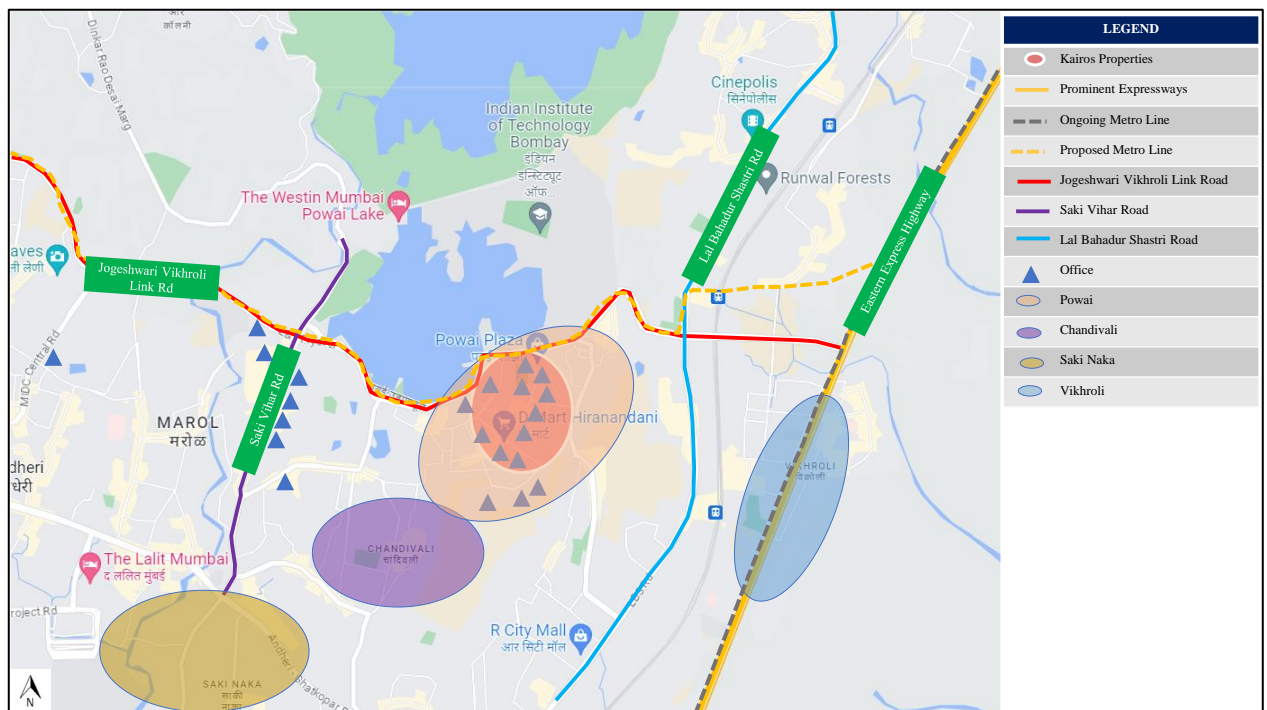
The subject properties are well positioned in the micro-market due to their proximity to well-developed social infrastructure and the upcoming metro stations (Metro Line 6 (Swami Samarth Nagar – Kanjurmarg)) (IIT - ~2 – 3 km from the Subject Properties) which is a key differentiating factor, given an increasing focus by corporate occupiers on the ease of commute for their employees. The office park is situated within Hiranandani Gardens, Powai, a modern township comprising residential towers, office complexes, hospitals, schools and high street retail. This ‘live-work-play’ ecosystem has grown to become a key differentiating factor for the office park, driven by an increasing focus by corporate occupiers on lifestyle solutions for their employees.

The subject properties are located in Andheri and Powai micro market, which is one of the established commercial precincts in Mumbai with well-planned infrastructure and proximity to residential areas. Demand for office space in this micro-market has significantly increased over the last few years due to larger properties, improving infrastructure, availability of quality residences and excellent connectivity to other parts of Mumbai. The subject properties will further benefit through improved intra-city transportation links resulting from the ongoing metro construction in both east-west and north-south corridors.

## 2.1 Overview

Andheri & Powai are suburbs of Mumbai city situated in northern part of Mumbai. Andheri & Powai micro-market is one of the most established commercial precincts in the suburban region of Mumbai. There are several commercial establishments and several high-end residential projects located in this micro market. The micro market is an established office hub having office of various national and multinational companies. It also has several high-end residential projects by renowned developers like Hiranandani Developers, Omkar Realtors, Kanakia group, Mahindra Lifespaces, etc.

Additionally, R-City mall, Haiko mall, and Infiniti Mall located in and around the micro market are some of the established and leading retail malls that witnesses significant footfalls. The micro market has good social infrastructure with the presence of restaurants, multiplexes, schools, hospitals and colleges. The micro market is well connected to major parts of Mumbai by both railways and roadways. Connectivity to the eastern suburbs is via Jogeshwari – Vikhroli Link Road (JVLR) while S V Road and Western Express Highway provides easy accessibility to western suburbs and South Mumbai. The JVLR has improved connectivity of Powai with Western Express Highway while Lal Bahadur Shastri (LBS) Marg offers connectivity to eastern suburbs of Vikhroli, Kanjurmarg and Bhandup. The micro market is well connected to both Mumbai and Navi Mumbai via Western Railway line, Central and Harbour railway line, with trains at regular intervals. Also, presence of operational Metro Line 1, which connects Andheri to Ghatkopar enhances east-west connectivity of the micro-market. Proximity to both domestic and international airport also makes the commute easier for business travellers.



Source: C&WI Research

(Map not to scale)



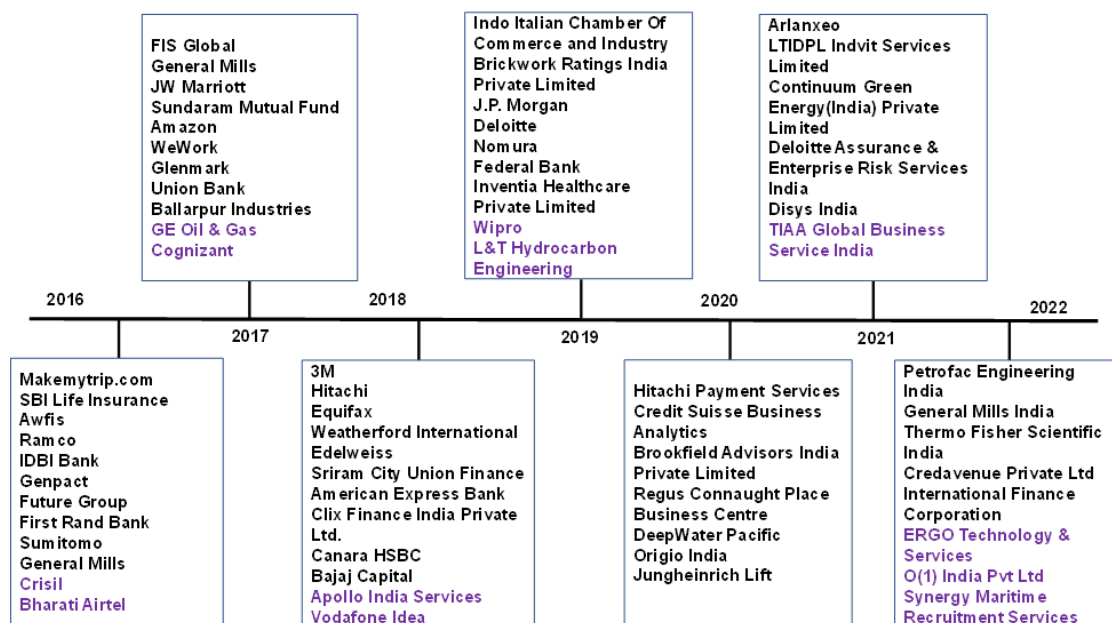
Upcoming infrastructure developments like Mumbai Metro Line 3, Line 4 and Line 6 will further smoothen the road traffic in this micro-market.

The increase in rental values of office space in South Mumbai and other micro markets coupled with shortage of availability of quality office space in the city has led companies to look for alternative options in suburban micro-markets such as Andheri & Powai, Malad – Goregaon, etc.

The demand for office space in this micro-market has increased over the past few years as the assets are located among the best performing micro markets are distinguished by scale and infrastructure and driven by proximity to talent pool catchment areas, proximity to residential projects and better connectivity as compared to other parts of the city.

Some of the prominent office developments in the vicinity are Supreme Business Park, Scorpio House, L&T Business Park, Delphi, Godrej IT Park, Solitaire Corporate Park, Kanakia Wall Street, Times Square, Raiaskaran Tech Park etc. Prominent corporates such as JP Morgan, Deutsche Bank, Crisil, Deloitte, Nomura, Morgan Stanley, JM Financial, TCS, Balmer Lawrie and Co. Ltd., Federal Bank, Fullerton etc. are located in this micro market. Further, companies such as Hindustan Unilever Limited, Glenmark and Crisil have their corporate headquarters located in this micro market.

**Few of the prominent tenants who have presence in the subject micro market are:**



Source: Cushman & Wakefield

Note: The occupiers highlighted with different color are occupying space in subject properties.

The Subject Properties are located in Andheri & Powai micro market. This micro market in close proximity to talent pool catchment area and also has good accessibility and connectivity with the major hubs and transport modes. Further Kairos assets are Grade A assets with developed office ecosystem and caters to multinational tenants.

The average quoted monthly Grade A rentals for office space in subject micro market ranges from INR 130-170 psf / month for commercial and INR 120-150 psf / month for IT/ITES/IT SEZ and the typical lease tenure is 5 years with first 3 years as lock – in period.

\*Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters



## 2.2 Key Statistics – Andheri & Powai

Particulars	Details
<b>Total Completed Stock (Q1 2023)</b>	Approximately 20.86 million sq. ft.
<b>Current Occupied Stock (Q1 2023)</b>	Approximately 18.14 million sq. ft.
<b>Current Vacancy (Q1 2023)</b>	Approximately 13.0%
<b>Avg. Annual Net Absorption (2015 – Q1 2023)</b>	Approximately 0.51 million sq. ft.
<b>Future Supply (2023 E – 2025 E)</b>	2023E: Approximately 0.75 million sq. ft. 2024E: Approximately 1.15 million sq. ft. 2025E: Approximately 1.35 million sq. ft.

Source: Cushman & Wakefield Research

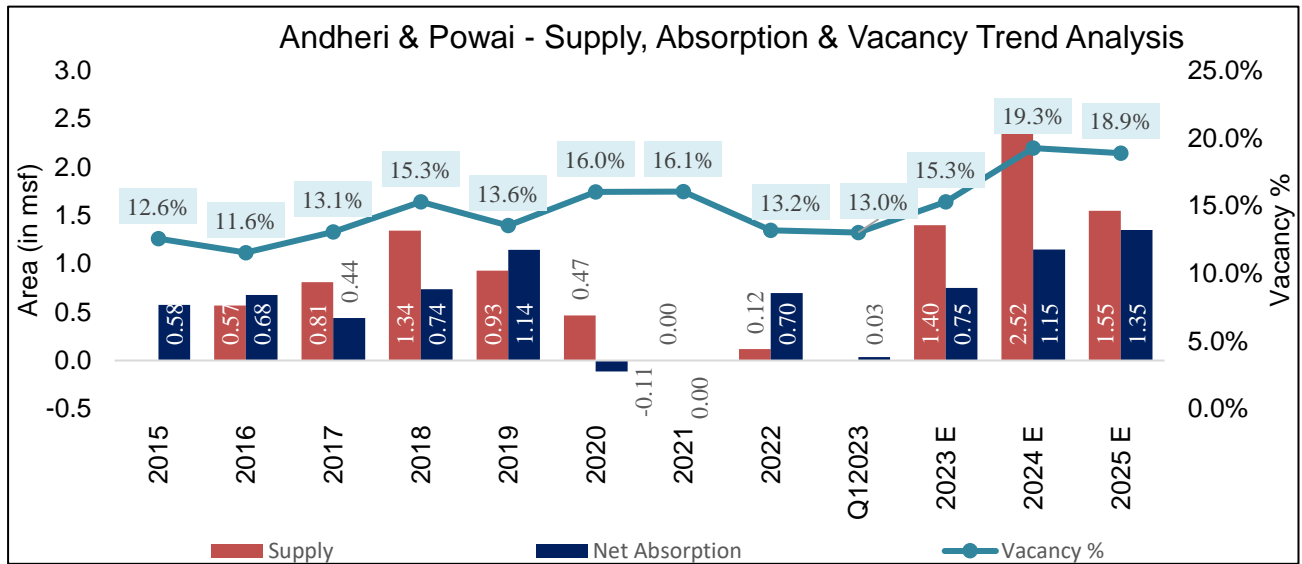
Notes:

1. Only Grade A office spaces have been considered for the analysis presented in the above table.
2. The future supply estimates are based on analysis of proposed and under construction buildings.
3. The net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant moves in.



### 2.3 Supply, Absorption & Vacancy

The supply, absorption & vacancy trend for Andheri & Powai is as follows:



Source: Cushman & Wakefield Research

Notes:

1. Only Grade A office spaces have been considered
2. Only Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply. Vacancy estimates are based on supply and absorption trends
3. The Net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant occupies the building.

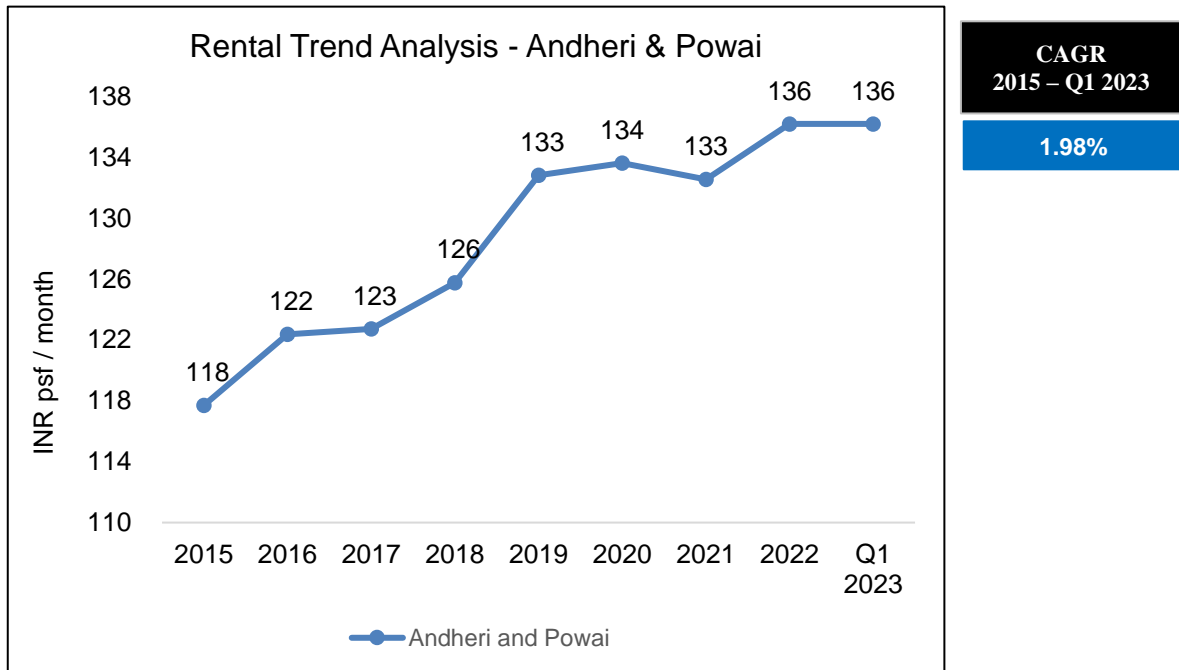
Office space demand in Andheri & Powai micro market has remained strong over the years owing to demand from Global Capability Centers (GCC) and professional services companies. This micro market has gained increased traction owing to quality A grade developments, proximity to the talent catchment areas and larger floor plates. Brookfield group currently owns more than 4.0 million sq. ft. of grade-A office space in the micro-market, largest amongst the developers who own grade A office spaces in this micro market.

Vacancy has remained range-bound between 12%-15% over 2015-2019. Average annual absorption in the micro market stood at ~0.71 million sq. ft. over the same period. However, with the infusion of ~0.47 million sq. ft. of new supply in 2020 and comparatively weak fresh leasing activity over 2020-2021 resulted into vacancy increasing from 13.6% in 2019 to 16.1% in 2021. Further, 2.0 msf of new supply was delivered during 2022 and ~0.08 msf of stock was withdrawn during the quarter via outright purchase of three floors at Fulcrum by an American Footwear company. Andheri – Powai market have started to witness strong traction from 2022, and thereby vacancy declined to 13.0% by Q1 2023.

Further, future supply of ~5.47 million sq. ft. is expected to be delivered in this micro-market over 2023 E – 2025 E. We expect the market to foresee a surge in the upcoming supply, thereby, vacancy is expected increase to 18.9% by 2025 E.

## 2.4 Rental Trend Analysis

The rental trend for Andheri & Powai is as follows:



Source: Cushman & Wakefield Research

Notes:

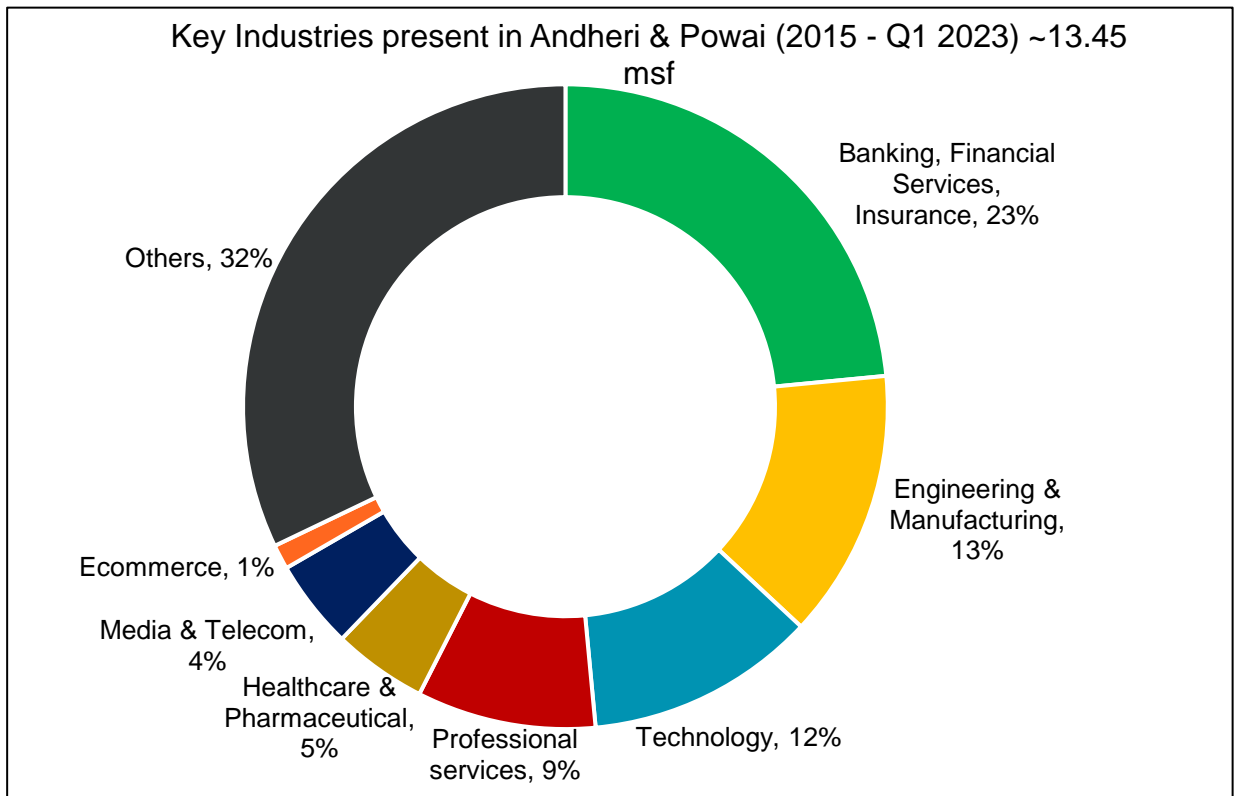
The rentals are basis the prevailing quotes in the micro market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.

Due to increasing traction in the Andheri & Powai micro market, the rentals in this micro market have witnessed an increasing trend over 2015 – 2019, growing at CAGR of 3.04% over the same period. 2020 – 2021 was mostly impacted due to the pandemic, rentals have remained broadly stable post 2019. There has been a recovery in rentals post covid micro market has witnessed a CAGR growth of 1.80% during 2021 – Q1 2023. The current quoted office market rentals varies in range of INR 130-170 psf / month for commercial and INR 120-150 psf / month for IT/ITES/IT SEZ.





**2.5 Sectoral Demand Analysis – Andheri & Powai (2015 – Q1 2023)**



Source: Cushman & Wakefield Research

Notes:

Others include tenants involved in hospitality, logistics & shipping, FMCG, retail, real estate & related services, etc. The sectoral absorption analysis is based on gross absorption activity of micro market including any relocations, consolidations etc

Andheri & Powai micro market is one of the biggest micro markets having large concentration of BFSI tenants. This is primarily due to availability of premium grade A developments, enhanced connectivity, proximity to talent pool catchment areas etc. Occupiers from BFSI sector contributed to 23% of leasing activity in Andheri & Powai micro market followed by Engineering & Manufacturing which contributed 13% to the leasing activity. Technology tenants such as STT Global Data Centers India Pvt Ltd and FIS Global have also leased spaces in this micro market thereby making Technology sector the third most dominant sector in this micro market. The mix of foreign vs. domestic occupants in Andheri & Powai micro market is 65:35.

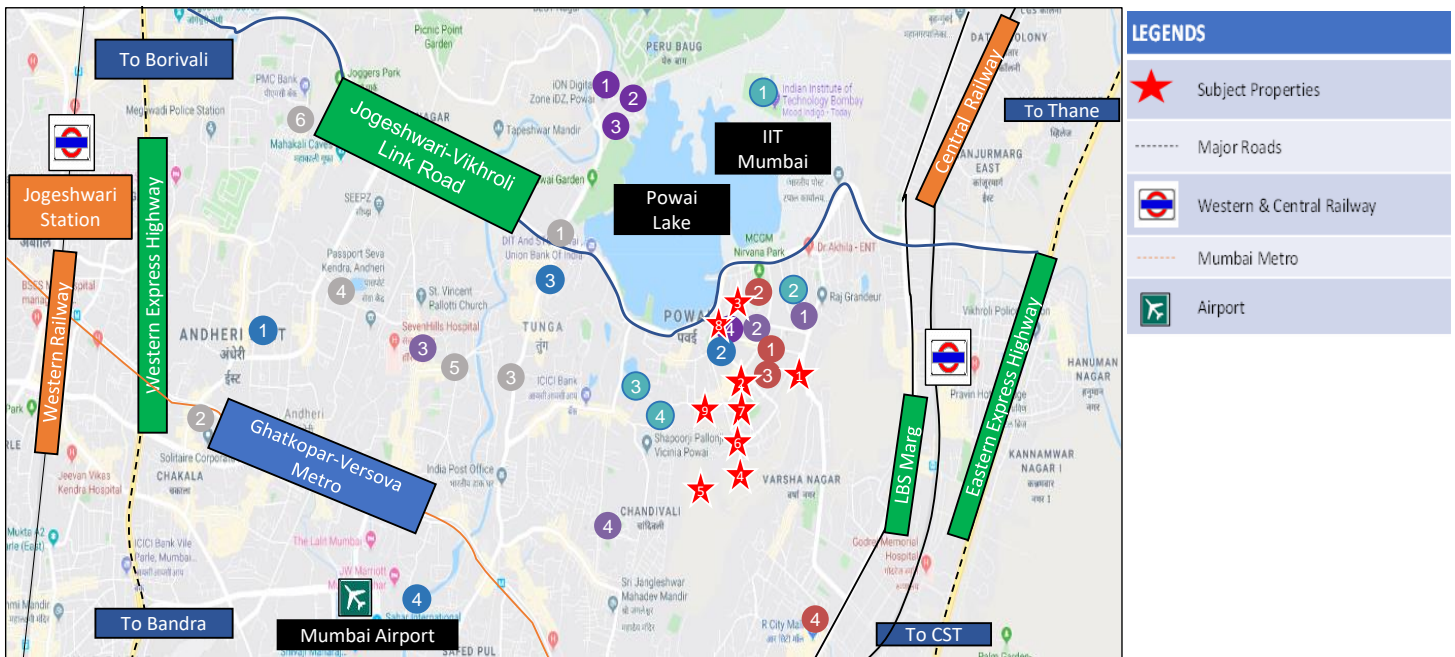


### **3 Competitive REIT Micro Market**

#### **3.1 Overview**

Subject Properties are Grade A assets with a developed office ecosystem with High Street Retail catering to multinational tenants and having bigger floor plates. Keeping in mind parameters such as proximity, tenant profile, grade of asset and certain additional criteria the peer set (properties comparable to the Powai Submarket) of the Powai Submarket is also present in two other micro markets viz. Malad Goregaon and Eastern Suburbs. Hence, the comparable set of office buildings (including IT / IT SEZ and Non-IT buildings) in Andheri & Powai, Malad Goregaon and Eastern suburbs micro markets are together referred as the competitive REIT micro market. The buildings in these micro markets are selected keeping in mind parameters such as size of the parks, floor plates, tenant profile, proximity to catchment area, infrastructure and certain additional criteria.

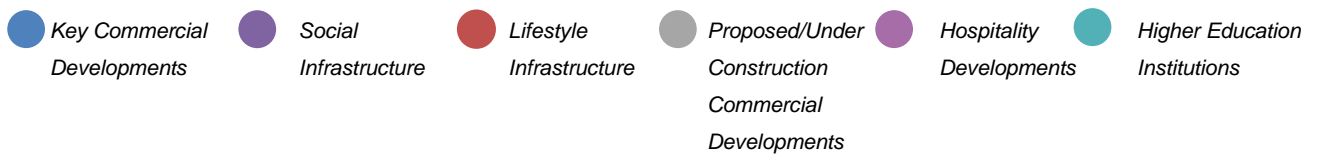
### 3.2 Social and Physical Infrastructure



(Map not to scale)

Key to Map

Sr. No.	Building Name
1	Alpha
2	CRISIL House
3	Delphi
4	Fairmont
5	Winchester
6	Prudential
7	Spectra
8	One Boulevard
9	Ventura A





Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Under Construction Office Developments	Hospitality Developments	Higher Education Institutions
1. Kanakia Wall street (8.1 km)	1. Hiranandani Hospital (6.4 km)	1. Galleria (0.5 km)	1. Signis (3.7 km)	1. Ramada Plaza (3.9 km)	1. IIT Powai (1.6 km)
2. Supreme Business Park (0.7 km)	2 Hiranandani School (0.5 km)	2. Binge Central (0.8 km)	2. Runwal R-Square (13.0 km)	2. Renaissance Hotel (3.8 km)	2. IBS Business School (1.2 km)
3. Prima Bay (3.1 km)	3. Sevenhills Hospital (5.5 km)	3. Haiko (0.6 km)	3. Lighthall Annexe (3.9 km)	3. Lakeside Chalet (3.4 km)	3. Chandrabhan Sharma College (1.0 km)
4. The ORB (5.0 km)	4. Nahar International School (2.5 km)	4. R-City Mall (3.3 km)	4. 2 <sup>nd</sup> Avenue (5.7 km)	4. Meluha- The Fern (0.7 km)	4. S.M. Shetty College (0.5 km)
			5. NDW Altima (4.0 km)		
			6. Nexus 10 (4.9 km)		

The subject micro market is connected to Jogeshwari-Vikhroli Link Road (JVLR) which further connects the Western & Eastern Express Highway on either side. It is also easily accessible from LBS Road via Vikhroli. Kanjurmarg Railway Station is the nearest railway station from the Subject Properties. Metro Line-6, in between Swami Samarth Nagar to Vikhroli (EEH) has been proposed to provide further inputs in the infrastructure of Greater Mumbai. Proposed Metro line is 15.31 Km in length & running from Swami Samarth Nagar to Vikhroli (EEH) passing through Jogeshwari, WEH, Powai. This line is fully elevated and it connects Western Express & Eastern Express Highways. It gives interchange facilities at Aadarsh Nagar of Line-2A, JVLR station of Line-7, Aaray Depot station of Line-3 and Gandhi Nagar of Line-4 at different locations. It has 13 stations and most of the alignment is passing on the median of Jogeshwari-Vikhroli link road. It will cut travel time between Andheri and Eastern Express Highway by 30-45 minutes. Metro Line 3 is under construction whereas Metro Lines 2A & 7 are operational

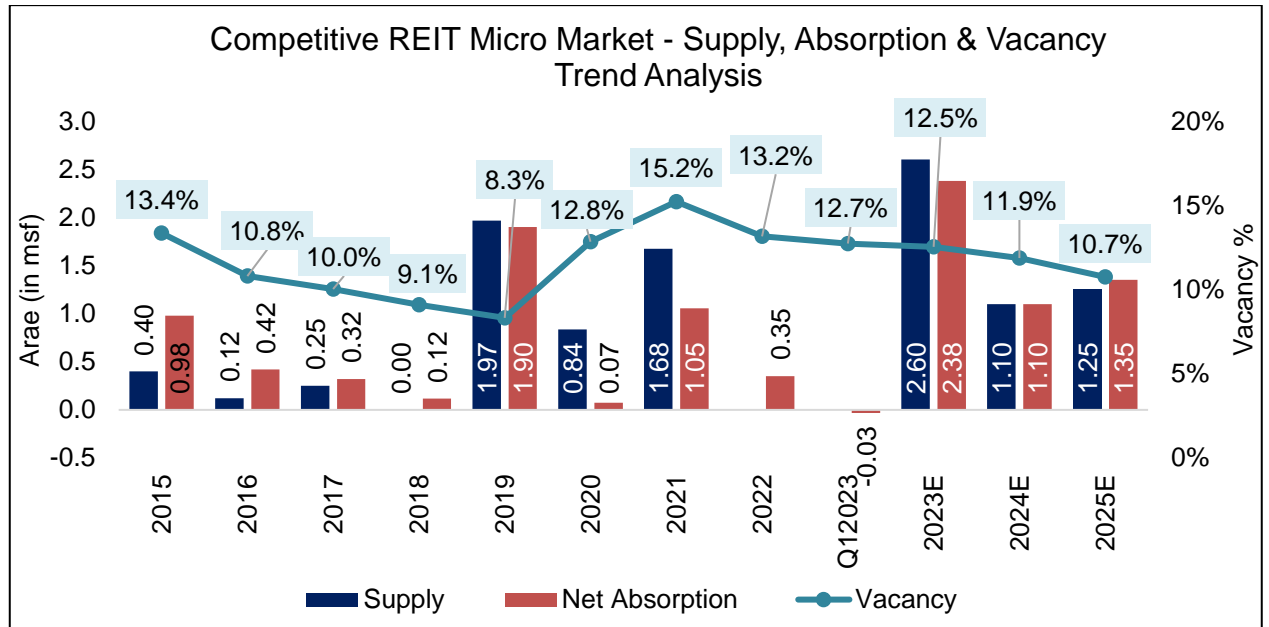
The Subject Properties are well connected to major locations In the city via road network. The distance of the Subject Properties from major landmarks in the city is as follows:

- Approximately 10.9 km from Western Express Highway
- Approximately 9.2 km from Eastern Express Highway
- Approximately 3.4 kms from LBS Marg
- Approximately 1.6 kms from IIT Powai
- Approximately 3.2 kms from Kanjurmarg Railway Station
- Approximately 6.2 km from Chhatrapati Shivaji International Airport
- Approximately 9.4 kms from Domestic Airport



### 3.3 Supply, Absorption & Vacancy – Competitive REIT Micro Market

The supply, absorption vacancy trend analysis for Competitive REIT Micro Market are as follows:



Source: Cushman & Wakefield Research

Notes:

1. Only Grade A office spaces have been considered
2. Only Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply. Vacancy estimates are based on supply and absorption trends
3. The Net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant occupies the building.

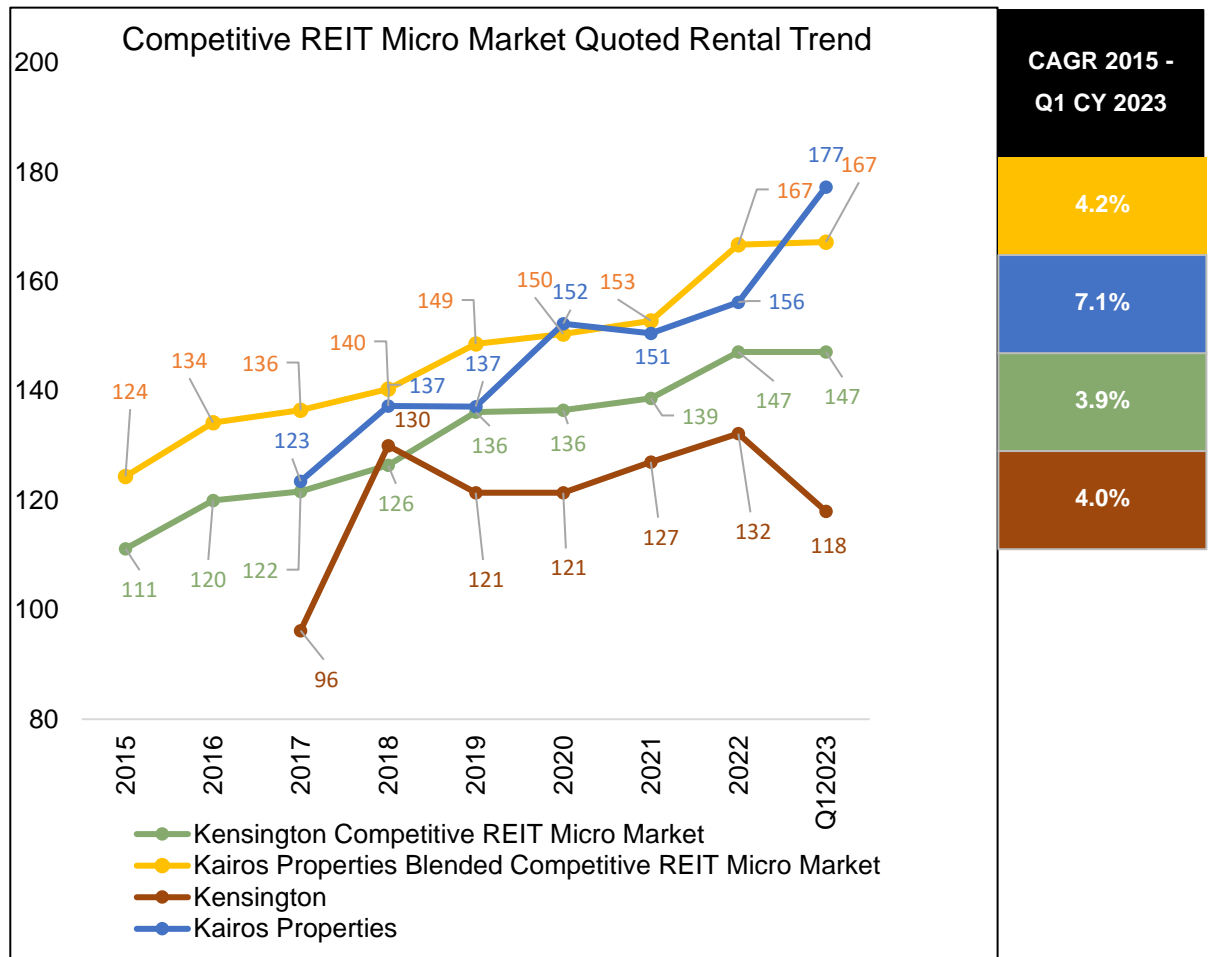
As of Q1 2023, approximately 17.03 million sq. ft. of Grade A stock is present in the Competitive REIT Micro Market of which ~75.74% (12.90 million sq. ft.) is IT/IT SEZ stock. Absorption in Competitive REIT Micro Market led by BFSI and Technology tenants consistently outpaced the total supply leading to declining vacancy levels from 13.4% in 2015 to 8.3% in 2019. However, due to the outbreak of COVID-19, net absorption in the Competitive REIT micro-market (apart from the 1.1 msf of pre-commitment at Nirlon Knowledge Park being translated into absorption) remained broadly muted during 2020-2021, vacancy levels increased to ~15.22% by 2021. The Competitive REIT micro-market has witnessed some signs of recovery post COVID. Vacancy level dropped to 12.7% in Q1 2023 from 15.2% in 2021.

Demand for office space in this micro-market over the years have been driven by presence of larger properties, improving infrastructure, availability of quality residences and excellent connectivity to other parts of Mumbai. The micro-market also attracts demand from large GCCs and professional services organizations, such as KPMG, JP Morgan, Deutsche bank, Morgan Stanley, Deloitte etc. both in technology and financial services sector for their expansion and consolidation.

Given low vacancy levels in the competitive REIT micro-market, continued strong demand for good quality buildings with strong landlord profile, we expect the vacancy to gradually reduce to 10.74% by 2025E.



### 3.4 Rental Trend Analysis



Notes:

- The rentals are based on the prevailing quotes in the micro-market. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters.
- Rentals for Kairos Properties have been sourced from Brookprop Management Services Private Limited. These are actual transacted rentals which include fresh leases and renewals from existing tenants, adjusted to asset level efficiency. The rental CAGR for Kairos Properties depicted above, is from 2017 to Q1 2023.
- Rentals presented above are weighted average values on completed stock.

Considering the parameters such as proximity, tenant profile, grade of asset and certain other criteria, for Subject Properties, we have compared the Rentals for Subject Properties with the Kairos Properties Blended Competitive REIT micro-market (The rentals are blend of IT / IT SEZ, Non-IT and High Street Retail Rentals), which includes select buildings comparable to Subject Properties.

Due to increasing traction in Kairos Properties Blended Competitive micro market, the rentals in Kairos Properties Blended Competitive REIT micro market have witnessed an increasing trend since 2015, growing at a CAGR of 4.55% during 2015-2019. Despite the impacts from COVID-19 related pandemic, the quoted rentals in the micro-market have displayed significant resilience, rentals grew at a CAGR of 3.70% over 2019-Q1 2023. The current quoted office market rentals varies in range of INR 150-180 psf / month for commercial, INR 125-160 psf / month for IT/ITES/IT SEZ and INR 220 to 450 for high street retail.

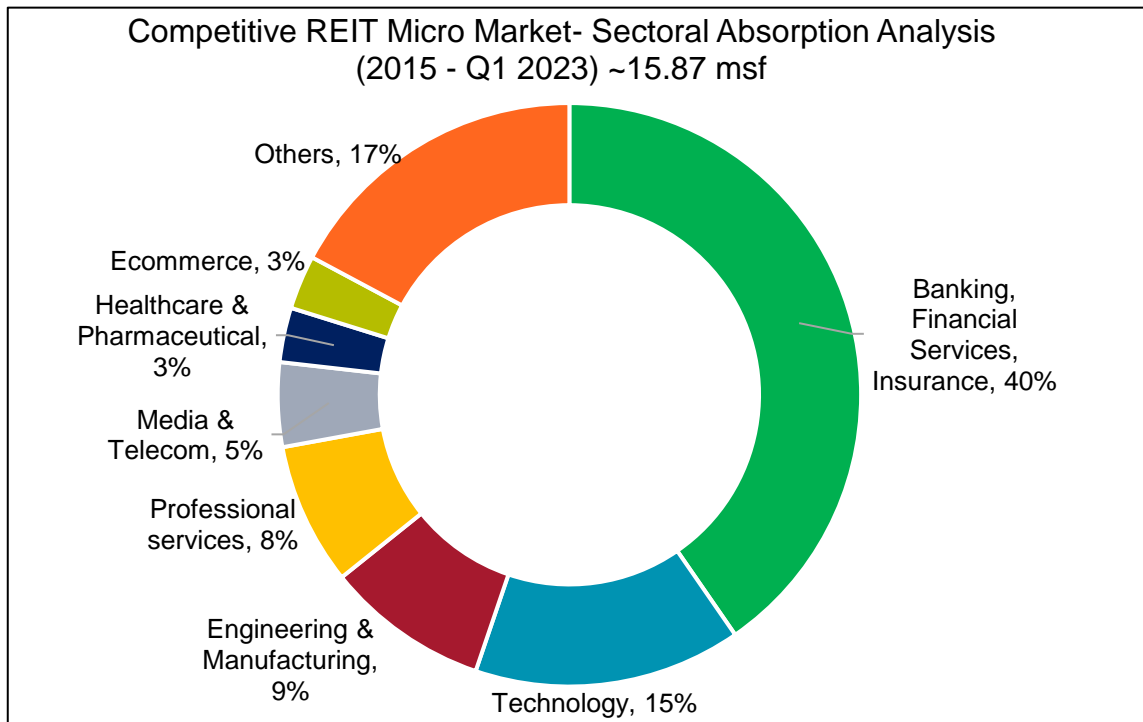




The subject properties are spread across three clusters within the Powai submarket, namely Central Avenue, South Avenue and Orchard Avenue. Characteristically,

- South Avenue comprises of IT/IT SEZ buildings which includes Fairmont and Winchester (which are IT buildings). Current quoted office market rental for the select properties within the competitive REIT micro-market, which are comparable to the subject properties in this cluster, is INR ~150 per sq. ft.
- Orchard Avenue comprises of a mix of commercial buildings with high-street retail units which includes Delphi and One Boulevard. Current quoted rental for the select properties within the blended competitive REIT micro-market, which are comparable to the subject properties in this cluster, varies in the range of INR 165-180 per sq. ft for commercial and INR 220-450 per sq. ft. for high street retail.
- Central Avenue comprises of a mix of IT and Non-IT buildings with some having high-street retail units which includes buildings like Ventura, Prudential, Alpha etc. Current quoted rental for the select properties within the blended competitive REIT micro-market, which are comparable to the subject properties in this cluster, varies in the range of INR 150-160 per sq ft for IT / ITeS, INR 165-180 per sq. ft for commercial and INR 220-450 per sq. ft. for high street retail (depending on the location and building the rentals will fall in the ranges mentioned above)

### 3.5 Sector Demand Analysis (2015 – Q1 2023)



Source: Cushman & Wakefield Research

Notes:

Others include tenants involved in hospitality, logistics & shipping, FMCG, retail, real estate & related services, etc. The sectoral absorption analysis is based on gross absorption activity of micro market including any relocations, consolidations etc

This competitive REIT micro market consists of quality grade-A buildings which are easily accessible due to presence of strong physical infrastructure. The micro-market has strong social infrastructure and has large concentration of BFSI tenants. This is primarily due to availability of premium grade A developments, enhanced connectivity due to presence of strong existing and upcoming physical infrastructure, proximity to talent pool catchment areas, presence of strong social infrastructure within the micro-market etc. Occupiers from BFSI sector such as Deutsche Bank, TIAA Global, Nomura, JP Morgan etc. contributed to 40.4% of leasing activity in Competitive REIT micro market. Technology sector which contributed 14.8% to the leasing activity is the second most dominant sector in this micro market with occupiers such as Tata Consultancy Services (TCS), Accenture, Wipro, Here Solutions etc. Engineering & Manufacturing and Professional services also contributed ~9.0% and ~7.9% to the leasing activity respectively. The mix of foreign vs. domestic occupants in Competitive REIT Micro Market is 75:25



#### **4 Market Outlook**

According to the market assessment report of Cushman & Wakefield current average market rentals of comparable properties in the Andheri & Powai and competitive REIT micro-market are in the range of INR 120-160 per sq. ft./m for IT/IteS/IT SEZ properties, INR 130-180 psf / month for commercial and INR 220 to 450 for high street retail which is broadly in line with the recent leases signed in the Subject Properties. Further over 2015-2019, during the pre-COVID period, the rentals in Subject Properties' competitive REIT micro market grew at a CAGR of ~4.55% and have displayed significant resilience during the COVID period, growing at a CAGR of ~3.70% over 2019- Q1 2023.

While Global economic growth has been witnessing major headwinds across varied sectors, Indian markets have displayed significant resilience to the global impacts. Over the recent years, several companies have made significant additions to their workforce, while not being aggressive on expansion of the office spaces (Some of the major companies include Google, Microsoft, Apple, Meta, TCS, Infosys, Wipro, HCL Tech and others). While several layoffs have been announced by some of these corporates at a global level, impact on their Indian operations is not as severe. Attrition rates for Indian IT majors have started witnessing some improvements.

Several organizations have been contemplating strategies with respect to the hybrid work models – flexible arrangement, allowing employees to combine onsite and offsite work as required. These organizations have started implementing return to office strategies for their employees to work from office for atleast 2-3 days in a week.

While there have been delays in decision making, driven by global headwinds, we expect the demand for offices spaces to remain strong, majorly driven by IT-BPM sector and GCCs. We expect strong tailwinds to the demand for office spaces, majorly driven by IT-BPM sector and GCCs.



## **C      PROPERTY REPORT**



## **1 Address, ownership and title details of Subject Properties**

Address:	Portfolio of properties owned by Kairos Property Managers Private Limited, Powai, Mumbai, Maharashtra 400076
Ownership & title details:	Land tenure: Freehold and Leasehold; the land and buildings thereupon are owned and controlled by Kairos Property Managers Private Limited

*Source: Client Information*

### **1.1 Encumbrances**

Unless disclosed and recorded in the Property Report – Part C, the Subject Properties are considered to possess a good and marketable title and are free from any unusually onerous encumbrances with no option or pre-emption rights in relation to the assets except for those created in favour of the lenders, based on the information given in the Title Report prepared by DSK Legal (hereinafter referred to as ‘Legal Counsel’). We have not checked and verified the title of the Subject Properties.

### **1.2 Revenue Pendencies**

On the basis of the Title Reports prepared by the Legal Counsels and discussion with the Client, there are no revenue pendencies including local authority taxes associated with the Subject Properties or any compounding charges. No independent verification of this has been made from revenue authorities and reliance has been made on the Client information for the same.

### **1.3 Material Litigation**

Based on discussions with the Client and Title Reports shared, there are no material litigation relating to the Subject Properties or any compounding charges.



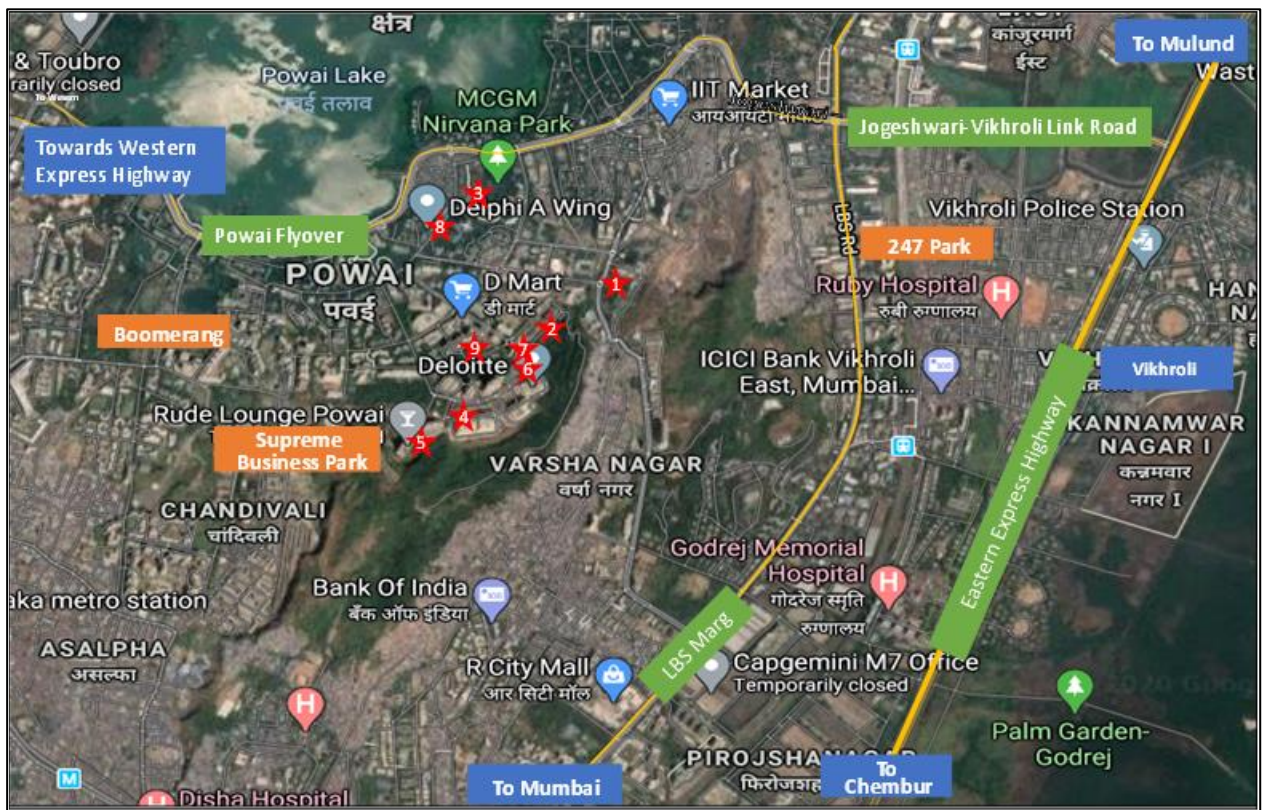
## 2 Location

### 2.1 General

The Subject Properties are located at Andheri & Powai micro-market, which is bounded by Powai Lake to its north, Andheri to its west, Ghatkopar and Vidya Vihar to its south and Vikhroli and Kanjurmarg to its east. The micro-market enjoys good road connectivity via Jogeshwari-Vikhroli Link Road (JVLR), Chandivali Road and Hiranandani Link Road. The subject Properties are surrounded by residential projects developed by Hiranandani Group. Some of the prominent office developments in the vicinity are Supreme Business Park, Scorpio House, Prima Bay, Godrej IT Park, Solitaire Corporate Park, Kanakia Wall Street, Times Square, Raiaskaran Tech Park etc. It also houses prominent tenants such as Nomura, Deloitte, J P Morgan etc.

Subject properties are within close proximity to some of the renowned hotels like Meluha, The Fern and The Beatle and is also well connected to major locations in city via multiple modes of communication.

The site layout map of the Subject Properties is as follows:







Key to the map

Sr. No.	Building Name	Total Leasable Area Sq.ft.	KPMPL Leasable Area Sq.ft.	Strata Owned Leasable Area Sq.ft.
1	Alpha	1,43,248	1,09,463	33,785
2	CRISIL House	2,11,611	2,11,611	-
3	Delphi	4,39,069	3,49,629	89,440
4	Fairmont	2,84,459	2,84,459	-
5	Winchester	7,45,822	7,45,822	-
6	Prudential	2,34,229	2,34,229	-
7	Spectra	2,16,304	1,93,649	22,655
8	One Boulevard	1,06,133	1,06,133	-
9	Ventura A	494,501	494,501	-

Note: Leasable Area for the subject properties include areas designated / occupied for ATM purpose (cumulatively admeasuring 75 Sq Ft) and Towers (cumulatively admeasuring 25 Sq Ft). Of this, the income from the leased areas are included in the "Other Income".



The above table specifies the total leasable area of each subject property and the leasable area owned by Kairos as well as the strata owned leasable area.

1. Alpha: Total leasable area of Alpha building is 143,248 sq.ft. out of which KPMPL owns 109,463 sq.ft. leasable area and the rest of the leasable area i.e., 33,785 sq.ft. is strata owned by third parties. The premier National Law University i.e., Maharashtra National Law University Mumbai is neighbouring building to Alpha which is accessible via Main Street
2. CRISIL House: Total leasable area of CRISIL House building is 211,611 sq.ft., which is wholly owned by KPMPL. Meluha The Fern Hotel is right opposite to Crisil House, which is accessible via Central Avenue.
3. Delphi: Delphi Building is sub-divided into 3 wings i.e. A, B & C. The total leasable area of building is 439,069 sq.ft. out of which KPMPL owns 349,629 sq.ft. leasable area which are further used for leasing activity and the rest of the leasable area i.e., 89,440 is strata owned by third parties. The Beatle Hotel is neighbouring building to Delphi which is accessible via Orchard Avenue.
4. Fairmont: Total leasable area of Fairmont building is 284,459 sq.ft., which is wholly owned by KPMPL. The luxurious residential development i.e., Castle Rock is accessible via South Avenue.
5. Winchester: Total leasable area of Winchester building is 745,822 sq.ft., which is wholly owned by KPMPL. The residential development i.e., Hiranandani Torino is accessible via South Avenue.
6. Prudential: Total leasable area of Prudential building is 234,229 sq.ft., which is wholly owned by KPMPL. The retail supermarket i.e., Haiko Supermarket is accessible via Central Avenue.
7. Spectra: Total leasable area of Spectra building is 216,304 sq.ft. out of which KPMPL owns 193,649 sq.ft. leasable area which are further used for leasing activity and the rest of the leasable area i.e., 22,655 is strata owned by third parties. Hiranandani Foundation School is accessible via High Street.
8. One Boulevard: Total leasable area of One Boulevard building is 106,133 sq.ft., which is wholly owned by KPMPL. Heera Panna Shopping Centre is accessible via Orchard Avenue.
9. Ventura A: Ventura A is a part of larger established building named Ventura, which is further bifurcated into 2 wings i.e., Wing A & Wing B. The total leasable area of Ventura A (Including the under-construction portion of 1<sup>st</sup> floor (part) and 10<sup>th</sup> floor) has a leasable area of 494,501 sq.ft.. Further, refurbishment work on the 1<sup>st</sup> floor (part) of 18,322 sq.ft. leasable area has been recently completed. Ventura A (Under Construction) represents the 10<sup>th</sup> floor under-construction and 1<sup>st</sup> floor (part) i.e., the leasable area of 74,668 sq.ft. KPMPL owns complete leasable area of Ventura A. The retail store i.e. D-mart is accessible via Central Avenue.



## **2.2 Accessibility**

All Subject Properties are well connected to major locations in city via multiple modes of communication. The distance of major landmarks in Mumbai Metropolitan Region (MMR) from the location of the Subject properties are as follows:

- Approximately 3.4 km from LBS Marg
- Approximately 1.6 km from IIT Powai
- Approximately 3.2 km from Kanjurmarg Railway Station
- Approximately 9.2 km from Eastern Express Highway
- Approximately 6.2 km from Chhatrapati Shivaji International Terminal
- Approximately 17.2 km from Western Express Highway
- Approximately 13.1 km from Mumbai Domestic Terminal
- Approximately 10.1 km from Bandra Kurla Complex

## **2.3 Ground Conditions**

Based on visual inspection, there were no evidence of adverse ground conditions at the properties or immediate vicinity.

## **2.4 Environmental Considerations**

We have not carried out any investigations or tests or been supplied with any information from Client or from any relevant expert that determines the presence or otherwise of pollution or contaminative substances in the subject or any other land (including any ground water).

For the purpose of assessing the vulnerability of the Subject Properties to any natural or induced disaster the location of the properties with respect to risks pertaining to earthquakes, high winds/cyclone and flooding was studied. The city faces low risk in terms of high winds or cyclones too. The Subject Properties is not likely to face any higher risk than the overall risk profile of the city. No hazardous activity was noted in the vicinity of the Subject Properties which may expose it for any induced disaster.

## **2.5 Town Planning and Statutory Considerations**

We have not made formal search but have generally relied on readily available information to general public. Our Report is on current use/ current state basis of the subject properties and we have not considered any Government proposals for road widening or compulsory purchase/ acquisition, or any other statute in force that might affect the Subject Properties.



### 3 Subject Properties-- Asset Description

The Subject Properties constitutes of 9 buildings and under construction floor in Ventura A and are categorized under two components viz. completed buildings and Under Construction. The listing of buildings is as follows:

**Completed buildings with Occupancy Certificate (OC)** – Alpha, CRISIL House, Delphi, Fairmont, Winchester, Prudential, Spectra, One Boulevard & Ventura A.

**Under Construction** – The under-construction portion of Ventura A, i.e. 10<sup>th</sup> floor, has leasable area of 56,346 sq. ft., which is indicative and is subject to change once the internal business plans are in place or the construction is completed. It also includes an area of 18,322 leasable sq.ft. at refurbished 1<sup>st</sup> floor (part). It is given to understand that the refurbishment works have been completed on the 1<sup>st</sup> Floor (part) and that only the approvals from relevant authorities are pending.

The building wise break up for the Subject Properties are mentioned in the table below:

Buildings	Leasable Area (sq. ft.)	Floor (#)	Average Floor Plate (sq. ft.)	Status	Expected Completion Date	Leasing Periods (Quarters)
Alpha	1,09,463	11	9,951	Completed	NA	1
CRISIL House	2,11,611	9	23,512	Completed	NA	-
Delphi	3,49,629	6	58,272	Completed	NA	1
Fairmont	2,84,459	5	56,892	Completed	NA	-
Winchester	7,45,822	13	57,371	Completed	NA	4
Prudential	2,34,229	6	39,038	Completed	NA	1
Spectra	1,93,649	6	32,275	Completed	NA	3
One Boulevard	1,06,133	4	26,533	Completed	NA	-
Ventura A	4,19,833	9	46,648	Completed	NA	1
Ventura A (Under Construction Portion)	74,668	1	74,668	Under Construction	Q2 FY 2023-24	2
<b>Total</b>	<b>2,729,496</b>					

*\*Note: Refurbishment works on the 1<sup>st</sup> Floor (Part; 18,322 sq. ft. leasable area) of Ventura A has been completed and approvals from relevant authorities are pending. Ventura A (Under Construction) represents the under-construction 10<sup>th</sup> floor and the 1<sup>st</sup> floor (part).*

*Source: Architect's Certificate (dated: 12 May 2023), Rent Roll as at 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client Information*

### 3.1 Key Asset Information

#### Completed Buildings with Occupancy Certificates (OC) received

Particulars	Details
<b>Entity:</b>	Kairos Property Managers Private Limited
<b>Interest owned by REIT (%):</b>	All Subject Properties are wholly owned by Kairos Property Managers Private Limited, of which 50% stake is proposed to be acquired by the Brookfield India REIT
<b>Age of building based on the date of Occupancy Certificate:</b>	Alpha - 20 years and 6 months CRISIL House - 13 years and 6 months Delphi - 18 years and 1 months Fairmont - 19 years Winchester - 13 years and 8 months Prudential - 19 year and 9 months Spectra - 20 year and 7 months One Boulevard – 15 year and 7 months Ventura A - 13 year and 8 months
<b>Asset Type:</b>	IT/ITeS / Commercial
<b>Sub-Market:</b>	Andheri & Powai
<b>Approved and Existing Usage:</b>	IT/ITeS / Commercial
<b>Land Area (acres):</b>	~19.95 Acres
<b>Freehold/Leasehold:</b>	Freehold / Leasehold Land
<b>Leasable Area**:</b>	2,654,828 sq. ft.
<b>Occupied Area**:</b>	2,371,437 sq. ft.
<b>Committed Occupancy (%)*:</b>	89.3%
<b>Current Effective Rent (excluding parking)</b>	INR 163 per sq. ft. per month (Including Office & Retail)
<b>Number of Tenants</b>	89 (Including Office & Retail)

Source: Architect's Certificate (dated: 12 May 2023), Rent Roll as at 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client Information

Note:

Refer company structure set out in Annexure 2

\*Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area

\*\*Leasable Area and Occupied Area for the subject properties include areas designated / occupied for ATM purpose (cumulatively admeasuring 75 Sq Ft) and Towers (cumulatively admeasuring 25 Sq Ft). Of this, the income from the leased areas are included in the "Other Income".



**Under Construction**

Particulars	Details
<b>Interest owned by REIT (%):</b>	Subject Properties are wholly owned by Kairos Property Managers Private Limited, of which 50% stake is proposed to be acquired by Brookfield India REIT
<b>Expected completion date of construction:</b>	Q2 FY 2023-24
<b>Asset type:</b>	Retail and Commercial
<b>Sub-market:</b>	Andheri & Powai
<b>Approved Usage:</b>	Retail and Commercial
<b>Leasable Area:</b>	74,668 sq. ft.
<b>Status of construction:</b>	Under Construction
<b>Approvals received and pending:</b>	Amended Plan Approval received from MCGM as on 28 October 2021

*Source: Architect's Certificate (dated: 12 May 2023), and Client Information*





### **3.2 Investigation and nature and source of information**

The Subject Properties comprising of nine operational buildings with an under-construction portion in Ventura A was physically inspected on 11 April 2023. The inspection comprised visual inspection of operational buildings comprising all the properties and visits to key utility areas like LT Electric Room, Pump Room, Power Back up and STP. The common areas of all the buildings were visited.

In total, Subject Properties offer 1,676<sup>#</sup> parking space at the basement & ground levels. An Under-construction portion of Ventura A at 10<sup>th</sup> Floor was observed wherein the slab work is scheduled to be completed by September 2023. In addition, OC (Occupancy Certificate) will be applied during the same period. Inspection at vacant spaces was also done for the building Alpha, Delphi, Prudential, Spectra, Ventura A & Winchester to understand the internal structure of the building. For Fairmont building, a separate entrance lobby is dedicated for the tenant Deloitte because they occupy 80% of the total leasable area offered by the building. Subject Properties offer tenants to occupy the space on a bareshell basis. Thus, all the key utilities areas like HVAC, power back up etc are installed by tenants themselves.

The visual inspection of the buildings did not reveal any cause of concern with no visible signs of any disrepair or ill maintenance. The utility areas also appeared well maintained, visually. No instances of any major logging or water accumulation were observed during the inspections. The property inspections did not comprise any structural survey, technical/engineering review or safety audit and the assessment of the condition of the building, its utilities and campus infrastructure are based completely on visual survey.

Part 1<sup>st</sup> floor of Ventura A has 18,322 sq.ft. leasable area which was under refurbishment and the same is completed at the current stage.

It has been given to understand that budget of INR 125 Mn had been provisioned to be spent for expansion of 1<sup>st</sup> floor (part) and 10<sup>th</sup> floor at Ventura A.

In addition to above, it has been given to understand that a budget of INR 812 Million has been provisioned to be spent on asset upgradations relating to food court, podium, etc.

Also, it has been given to understand that post expiry of the existing tenant from CRISIL House, i.e. post 31st March 2024, the building shall be refurbished. The budgeted cost for such refurbishments to the extent of INR 480 Million has been included in the budget as mentioned above.

In addition to above, 2.0% of rental income (including parking income) has been provisioned for maintenance of premises.

*#Note: As per the Architects Certificate (Dated:12<sup>th</sup> May 2023)*



### 3.3 Tenant Profile

As of 31 March 2023, the Subject Properties' top 10 tenants occupying space in the subject properties, account for ~58.49% of leasable area and ~57.0% of the gross rental income (including office, retail and telecom tenants).

Rank	Top 10 Tenant according to Leasable Area	Leasable Area (sq. ft.)
1	Deloitte Group	288,678
2	J P Morgan Services India Pvt Ltd	219,150
3	Nomura Services India Pvt Ltd	217,666
4	Crisil Limited	211,610
5	TIAA Global Business Services India Pvt Ltd	216,498
6	General Mills India Pvt Ltd	144,015
7	Tata Projects	84,394
8	Petrofac Engineering India Pvt Ltd	66,637
9	Credit Suisse Business Analytics	58,033
10	Synergy Maritime	55,254
<b>Total</b>		<b>1,561,935</b>

Source: Rent Roll as on 31 March 2023 and Client Information

Rank	Top 10 Tenants according to Gross Rentals	Share of Gross Rentals
1	Deloitte Group	12%
2	J P Morgan Services India Pvt Ltd	9%
3	Nomura Services India Pvt Ltd	8%
4	Crisil Limited	8%
5	TIAA Global Business Services India Pvt Ltd	8%
6	General Mills India Pvt Ltd	6%
7	Tata Projects	4%
8	Petrofac Engineering India Pvt Ltd	3%
9	Credit Suisse Business Analytics	2%
10	Synergy Maritime	2%
<b>Total</b>		<b>61%</b>

Source: Rent Roll as at 31 March 2023 and Client Information



### 3.4 Lease Expiry

The Weighted Average Lease Expiry (WALE) of the properties is 3.83 years, with ~57% of occupied area expiring by FY 2027 as shown in the chart below (including office and retail tenants).



Source: Rent Roll as at 31 March 2023 and Client Information



## **4 Valuation Approach & Methodology**

### **4.1 Asset-specific Review:**

Since the real estate industry is dynamic and is influenced by various factors (such as existing supply, demand for spaces, quality of spaces available in the market, overall health of the economy, existing rentals, future growth plans, etc.) at a particular point in time, negotiated rents may tend to move away from the prevalent market rents over a period of time. It has also been witnessed that the market rents for some properties or submarkets increase or decrease at a rate significantly different from those agreed to in initial leases. These factors reinforce the need to review each of these leases in isolation to assess the intrinsic value of the property under review.

As the first step to the valuation of the asset, the rent roll and lease deeds were reviewed to identify tenancy characteristics for the asset.

Title certificates, architect certificates and other related documents as mentioned in earlier sections of the report were reviewed for validation of area details, ownership interests of the Subject Property.

Physical site inspections were undertaken to assess the current status of the Subject Property.

We have analysed the lease deed and completion status of the subject property, single tenant occupying the entire property, expiring by October 2027.

### **4.2 Micro-market Review:**

For the purpose of the valuation exercise, reliance has been placed on the market report prepared by the Cushman & Wakefield (CWI), who has been appointed by the Client as an independent consultant to carry out industry and market research. Accordingly, the review was carried out in the following manner

1. An assessment of the site and surroundings has been undertaken with respect to the prevailing activities, market dynamics impacting the values and the current use of the respective properties vis-à-vis its locational context, etc. Analysis of the micro-market was undertaken primarily based on the findings of the industry/market report prepared by Cushman & Wakefield and readily available information in public domain to ascertain the transaction activity of commercial/IT office space. The analysis entailed review of comparable assets in terms of potential competition (both completed and under-construction/planned assets), comparable recent lease transactions witnessed in the micro-market along with the historical leasing and re-leasing history within the asset over the last 2-3 years, if available. This was undertaken to assess the market rent (applicable rental for the micro-market where the asset is located) and achievable market rent (Valuer's view on achievable rent for the subject properties for leasing vacant spaces as well as upon releasing).



### **4.3 Cash Flow Projections:**

1. The cash flows has been projected as mentioned below to arrive at the value estimate.
2. Net operating income (NOI) has primarily been used to arrive at the value of the subject properties. The following steps were undertaken to arrive at the value. Since the subject property is pre-leased to a single tenant, the projected future cash flows from the property are based on existing lease terms. These cash flows have been projected for a duration of 10-years from the date of valuation and for 11th year (for assessment of terminal value based on NOI). These future cash flows are then discounted to present-day value (valuation date) at an appropriate discount rate. Principally, the following steps have been undertaken to assess the rent over a 10-year time horizon:

**Step 1:** Projecting the rental income as per the existing lease terms for a cashflow period of 10 years.

**Step 2:** Generating a market led rental income stream for identified tenancies for the time period similar to the cash flows drawn in the aforementioned step.

**Step 3:** Computing the monthly rental income projected as part of Step 1&2 and translating the same to a quarterly income (for the next 10 years and NOI of the 11th year – considered for calculation of terminal value).

3. Recurring operational expenses, and vacancy provision have been adopted in-line with prevalent market dynamics. In addition, appropriate rent-free periods have been adopted during lease roll-overs to consider potential rent-free terms as well as outflows towards brokerage. For the subject property, operational revenues and expenses of the respective assets are reviewed to understand the recurring, non-recurring, recoverable and non-recoverable expenses and accordingly estimate the margins on the common area maintenance income which accrues as cash inflows to the Subject Properties.
4. The net income on quarterly basis have been projected over the next 10 years and the one year forward NOI (for 11th year) as of end of year 10 has been capitalized to assess the terminal value of the development. The quarterly net cash flows over the next 10 years along with the terminal value estimated at the end of year 10 have been discounted at a suitable discount rate to arrive at the net present value of the cash flows accruing to the Subject Properties through this approach.

### **4.4 Information Sources:**

Property related information relied upon for the valuation exercise have been provided to the Valuer by the Client and the market data has been provided by Cushman and Wakefield, unless otherwise mentioned. The documents provided have been assumed to be a true copy of the original. The rent rolls have been cross checked with the lease deeds on a sample basis only to ensure its correctness.



## 5 Assumptions considered in Valuation (DCF Method)

The following assumptions have been made to arrive at the market value of the Subject Properties:

Cashflow Period	Unit	Details
Valuation Date	Date	31-March-23
Cashflow Period	Years	10
Cashflow Exit Period	End Date	31-March-33

### Property Details

#### Alpha

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	109,463
Area Leased	Sq. ft.	80,150
Leased	%	73.2%
Vacant Area	Sq. ft.	29,313
Vacancy	%	26.8%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	26,576
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	1

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (cumulatively admeasuring 2 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"

#### CRISIL House

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	211,611
Area Leased	Sq. ft.	211,611
Leased	%	100.0%
Vacant Area	Sq. ft.	-
Vacancy	%	0.0%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	-
Existing Lease Rollovers	%	97.5%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	-

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (admeasuring 1 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"





**Delphi**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	349,629
Area Leased	Sq. ft.	325,563
Leased	%	93.1%
Vacant Area	Sq. ft.	24,066
Vacancy	%	6.9%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	15,325
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Paid Car Parks	#	6
Estimated Leasing Period	# of quarters	1

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (cumulatively admeasuring 4 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"

**Fairmont**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	284,459
Area Leased	Sq. ft.	284,434
Leased	%	100.0%
Vacant Area	Sq. ft.	25
Vacancy	%	0.0%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	-
Existing Lease Rollovers	%	97.5%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Paid Car Parks	#	214
Estimated Leasing Period	# of quarters	-

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied for ATM purpose (admeasuring 25 Sq Ft) and Towers (cumulatively admeasuring 5 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"



**Winchester**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	745,822
Area Leased	Sq. ft.	625,596
Leased	%	83.9%
Vacant Area	Sq. ft.	120,226
Vacancy	%	16.1%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	101,532
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	4

Note:

*Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied for ATM purpose (cumulatively admeasuring 50 Sq Ft) and Towers (cumulatively admeasuring 4 Sq Ft). Of this, the income from the leased areas are included in the "Other Income".*

**Prudential**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	234,229
Area Leased	Sq. ft.	212,187
Leased	%	90.6%
Vacant Area	Sq. ft.	22,042
Vacancy	%	9.4%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	16,186
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Paid Car Parks	#	2
Estimated Leasing Period	# of quarters	1

Note:

*Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (admeasuring 1 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"*



**Spectra**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	193,649
Area Leased	Sq. ft.	126,253
Leased	%	65.2%
Vacant Area	Sq. ft.	67,396
Vacancy	%	34.8%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	62,555
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	3

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (cumulatively admeasuring 4 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"

**One Boulevard**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	106,133
Area Leased	Sq. ft.	106,133
Leased	%	100.0%
Vacant Area	Sq. ft.	-
Vacancy	%	0.0%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	-
Existing Lease Rollovers	%	97.5%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	-

Note:

Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (cumulatively admeasuring 2 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"

**Ventura A**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	419,833
Area Leased	Sq. ft.	399,510
Leased	%	95.2%
Vacant Area	Sq. ft.	20,323
Vacancy	%	4.8%
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	9,827
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Paid Car Parks	#	36
Estimated Leasing Period	# of quarters	1

Note:

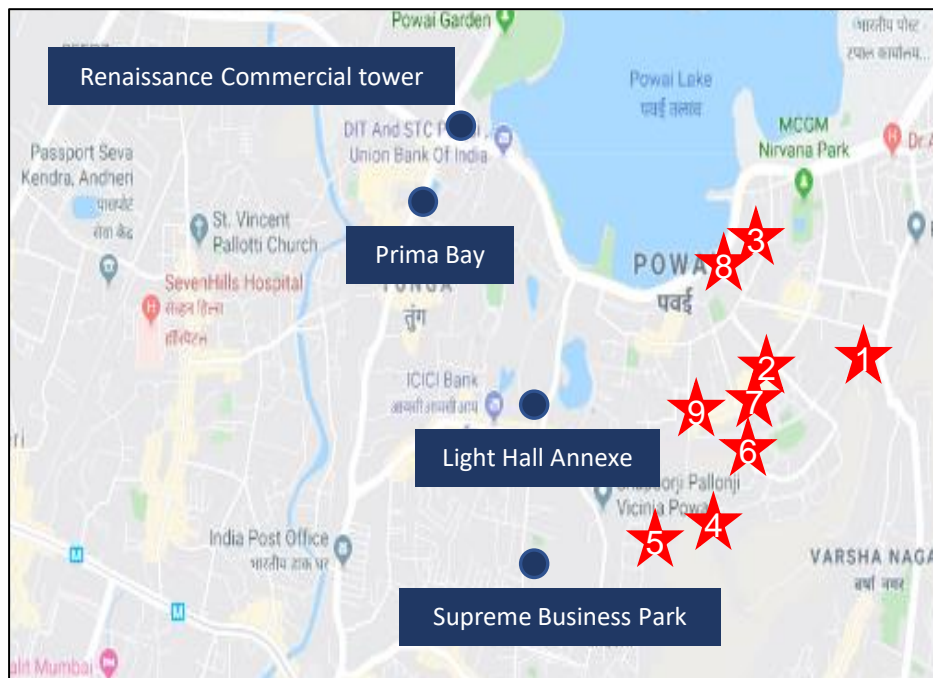
Total Property Leasable Area, Area Leased and Vacant Area include areas designated / occupied Towers (cumulatively admeasuring 2 Sq Ft). Of this, the income from the leased areas are included in the "Other Income"

Further Leasing and Estimated Leasing Period relate to the existing Vacant Area.

\*Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed area

- **Rent-free period:** In accordance with market benchmarks for Grade A property, rent-free period of two months has been considered for existing lease rollovers and four months for new leases.
- **Future absorption:**
  - Over 2015 – Q1 2023, the Andheri & Powai micro market has witnessed an average annual net absorption of approximately 0.51 million sq. ft.
  - Going forward, the micro market is expected to have an average annual demand of approximately 1.18 million sq. ft. per annum for 2023 - 2025.

**Subject Properties and Relevant Existing/Upcoming Supply in the Andheri & Powai Micro Market**





- Considering the above, it would be reasonable to believe that the Subject Properties shall be able to lease up ~0.23 million sq. ft. within 3 quarters from April 2023.
- Further leasing area of ~0.23 million sq. ft. has been assumed after incorporating a 2.5% stabilised vacancy which is a standard for Grade A office properties in the market.



**Revenue Assumptions**

Revenue Assumptions	Unit	Details
Achievable Market Rent– Office (Commercial)	Per sq. ft. per month	INR 170.00
Achievable Market Rent – Office (IT – Central Avenue)	Per sq. ft. per month	INR 155.00
Achievable Market Rent – Office (IT – South Avenue)	Per sq. ft. per month	INR 145.00
Achievable Market Rent– Retail (Delphi)	Per sq. ft. per month	INR 270.00
Achievable Market Rent– Retail (Delphi 1 <sup>st</sup> Floor)	Per sq. ft. per month	INR 190.00
Achievable Market Rent– Retail (Prudential)	Per sq. ft. per month	INR 405.00
Achievable Market Rent– Retail (One Boulevard)	Per sq. ft. per month	INR 350.00
Achievable Market Rent– Retail (Ventura)	Per sq. ft. per month	INR 405.00
Achievable Market Rent– Retail (Ventura 1 <sup>st</sup> Floor)	Per sq. ft. per month	INR 280.00
Market Rent growth rate - FY 2025-27	% p.a.	6.0%
Market Rent growth rate from FY 2028 onwards	% p.a.	5.0%
Normal Market Lease Tenure	# of years	5
Normal Market Escalation at end	# of years	1
Market Escalation at the end of Escalation period	%	5.00%

• **Achievable market rent – Office (Commercial & IT):**

- During 2021 to Q1 2023, approximately 1.09 million sq. ft. was leased in the rental range of INR 134-162 per sq. ft. per month for IT buildings in South Avenue, INR 140 – 150 per sq. ft. per month for IT buildings in Central Avenue and INR 150-177 per sq. ft. per month for Commercial buildings.

**Lease Transactions 2021-2023**

Tenants	Building Name	Office	Year	Area (sq. ft)	Rent (INR per sq. ft)
Continuum Green Energy (India) Pvt Ltd	Delphi C	Commercial	2023	4,597	175
TIAA Global Business Services India Pvt Ltd	Winchester	IT	2023	33,261	136
Brookfield Advisors India Private Limited	Godrej BKC	Commercial	2023	13,738	510
Synergy Maritime Recruitment Services Pvt Ltd	Prudential	IT – CA	2022	55,254	147
Petrofac Engineering India Pvt Ltd	Ventura A	IT – CA	2022	66,637	150
Thermo Fisher Scientific India Pvt Ltd	Delphi	Commercial	2022	38141	154
Brand Scientific Equipment	Delphi	Commercial	2022	3,275	177
Bernhard Schulte Shipmanagement (India) Pvt Ltd	Delphi	Commercial	2022	12,825	166
Senvion Wind Technology Pvt Ltd	Delphi	Commercial	2022	17,080	164
FIS Global Business Solutions India Pvt Ltd	Fairmont	IT – SA	2022	56,830	134
General Mills India Pvt Ltd	Spectra	IT – CA	2022	69,410	144
Emerson Process Management	Delphi	Commercial	2022	32,829	150
Disys India Pvt Ltd	Winchester	IT – SA	2021	12,433	135
Royal Sundaram Alliance Insurance	Delphi	Commercial	2021	15,248	159
Prudential Process Management Services	Prudential	IT – CA	2021	54,673	140
OMCI Shipmanagement	Delphi	Commercial	2021	5,475	172
LTIDPL Indvit Services Ltd	Delphi	Commercial	2021	7,445	167
Deloitte	Fairmont	IT – SA	2021	9,700	162

Source: Rent roll as at 31 March 2023 and Client Information; IT - CA: IT buildings in Central Avenue; IT – SA: IT buildings in South Avenue

- Considering the location, accessibility, quality, size of the building, and keeping in view the strong demand in the competitive REIT micro-market coupled with limited available supply (especially in the Powai sub-market), upcoming supply expected to be delivered in 2023 in the competitive REIT micro-market to be mostly pre-committed, it can reasonably be assumed that the Subject Properties shall be able to command a monthly rental of INR 145, INR 155 & INR 170 per sq. ft. per month for IT buildings in South Avenue, IT buildings in Central Avenue & Commercial offices respectively.





- **Market rent growth rate:** Considering the balanced absorption and future supply profile in the competitive REIT micro-market, we expect annual growth in achievable market rentals in FY 2025-27 to be 6% and 5% from FY 2028 onwards in the medium to long term.
- **Other income:** We have been provided with other income for Paid Car Park, ATM, Telecom Towers income. We have considered an annual growth of 5.0% on other income.
- **O&M Margin:** O&M revenues and expenses were shared by the client. O&M revenues include sinking fund which is being passed through to the tenants.
  - Alpha: For CY 2023, the O&M income is considered to be INR 13.75 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.29 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in
  - CRISIL House: For CY 2023, the O&M income is considered to be INR 8.78 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 1.46 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - Delphi: For CY 2023, the O&M income is considered to be INR 13.38 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.23 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - Fairmont: For CY 2023, the O&M income is considered to be INR 11.51 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 1.92 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - Winchester: For CY 2023, the O&M income is considered to be INR 12.65 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.11 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in
  - Prudential: For CY 2023, the O&M income is considered to be INR 14.74 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.46 per sq. ft. per month for FY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - Spectra: For FY 2023, the O&M income is considered to be INR 13.44 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.24 per sq. ft. per month for FY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - One Boulevard: For FY 2023, the O&M income is considered to be INR 17.25 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The O&M margin is INR 2.87 per sq. ft. per month for FY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in.
  - Ventura A: For CY 2023, the O&M income is considered to be INR 12.82 per sq.ft. per month, derived on the basis of 20% margin of the O&M Cost, which is escalated for subsequent years. The



O&M margin is INR 2.14 per sq. ft. per month for CY 2023 for the rollover/new leases as the contracts for existing tenancies are already locked in

**Operating Cost Assumptions**

**Alpha**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/O&M Margin	Per sq. ft. / month	INR 2.29
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	10.42
CAM Cost escalation	% p.a.	5.0%
Property Tax Escalation	% p.a.	5.0%
Payroll Cost Escalation	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**CRISIL House**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 1.46
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	-
Cost escalation	% p.a.	5.0%
Property Tax Escalation	% p.a.	5.0%
Payroll Cost Escalation	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**Delphi**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.23
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	32.76
Cost escalation	% p.a.	5.0%
Property Tax Escalations	% p.a.	5.0%
Payroll Cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%



**Fairmont**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 1.92
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc	Annual	16.21
Cost escalation	% p.a.	5.0%
Property Tax Escalations	% p.a.	5.0%
Payroll Cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**Winchester**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.11
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	43.25
Cost escalation	% p.a.	5.0%
Property Tax Escalations	% p.a.	5.0%
Payroll cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**Prudential**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.46
Payroll cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	11.12
Cost escalation	% p.a.	5.0%
Property Tax escalation	% p.a.	5.0%
Payroll cost escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**Spectra**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.24
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	10.00
Cost escalation	% p.a.	5.0%
Property Tax Escalation	% p.a.	5.0%
Payroll Cost Escalation	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%



**One Boulevard**

<b>Cost Assumptions</b>	<b>Unit</b>	<b>Details</b>
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.87
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	5.52
Cost escalation	% p.a.	5.0%
Property Tax Escalations	% p.a.	5.0%
Payroll Cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

**Ventura A**

<b>Cost Assumptions</b>	<b>Unit</b>	<b>Details</b>
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
CAM/ O&M Margin	Per sq. ft. / month	INR 2.14
Payroll Cost	Per sq. ft. / month	INR 3.33
Property Tax / Lease Permission etc.	Annual	19.94
Cost escalation	% p.a.	5.0%
Property Taxes Escalations	% p.a.	5.0%
Payroll Cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

- **Brokerage:** In accordance with the market benchmarks for Grade A property, we have assumed brokerage expense amounting to two month for new leases and one month for existing lease rollovers.
- **Payroll Cost:** As provided by the client, we have considered budgeted payroll cost of INR 3.33 per sq. ft., per month for all the subject properties. The escalation is effective 1 January of every year
- **Property tax, Insurance Cost:** Property Tax has been considered at the same level as FY 21-22 and projected to increase at 5.0% per annum. Insurance cost forms a part of CAM/O&M cost.
- **Transaction cost** has been assumed at 1% of the terminal value and is expected to be incurred towards brokerage, transaction fees, etc.



**Discount Rate & Capitalisation rate assumptions**

- **Capitalization Rate:**

Capitalization rate (“Cap rate”) is a real estate industry metric referring to the ratio of the Net Operating Income (NOI) arising rental income to their gross asset value indicating the expected income yield of the investor from concerned property. It reflects the expectation of the investor on stability of rental income driven by the asset quality, tenant profile, market demand-supply dynamics and macro-economic expectations on prevailing risk free/low risk interest rates. In order to arrive at the capitalization rate for the property, relevant parameters of some key investments in comparable properties of similar quality, use, tenant profile made by institutional real estate investors were perused. Further, considering that these investments have been made through private equity and the subject valuation is being carried out for a proposed public listing with better liquidity/marketability of ownership interest, the cap rate for the Subject Properties has been assumed to be 8% in line with the available market information applied on the one year forward NOI in the terminal year.

Name of Seller	Name of Buyer	Location	City	Name of Building	Type of Building	Year of Transaction	Area (Sq.ft)	Deal Size (INR Mn)	Capitalization Rate
Prestige Estates	CPPIB*	Koramangala	Bangalore	Prestige RMZ Star Tech	Commercial	2022	13,70,000	969	7.6% - 7.8%
Hines	DCCDL - GIC	Gurugram	Gurugram	One Horizon Centre	Commercial	2020	4,21,134	10,101	~8%
Embassy Sponsor Group	Embassy Office Parks REIT	ORR, Bangalore	Bangalore	Embassy Tech Village	Commercial	2020	91,00,000	97,824	~8%
Tishman Speyer	Shapoorji Pallonji-Allianz	Gachibowli, Hyderabad	Hyderabad	Waverock	Commercial	2019	23,00,000	18,000	~8%
Radius Developers	Blackstone	Bandra, BKC	Mumbai	One BKC	Commercial	2019	7,00,000	25,000	8%-8.25%
Essar Group	Brookfield Asset Management	Off BKC, Mumbai	Mumbai	Equinox Business Park	Commercial	2018	12,50,000	24,500	~8.5%
Indiabulls Real Estate	Blackstone	Ambattur, Chennai	Chennai	One Indiabulls	Commercial	2018	18,80,000	9,000	8.33%
JV of Shapoorji and CPPIB	Mapletree	Perungudi, Chennai	Chennai	SP Infocity	Commercial	2018	27,00,000	24,000	7.75%-8%

Source: Secondary Market Research

Note:

\*CPPIB took 51% stake in the property erstwhile held by Prestige estates

The above information is based on information published in public domain and discussions with various market players



- **Discount Rate**

This discount rate applied to the available cash flows reflect the opportunity cost to all the capital providers, namely shareholders (Cost of Equity) and creditors (Cost of Debt), weighted by the relative contribution to the total capital of the company (WACC). The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

For the purpose of arriving at the Cost Equity, we have benchmarked with listed comparable of Embassy Office Parks REIT which has been trading since April 2019. The Cost of Debt is assumed on the basis of the marginal cost of debt that the SPV owning the Subject Properties has been able to avail and the general borrowing rates of similar assets. The Weights attributed to equity and debt were benchmarked against similar portfolios/properties in the market.

The derived discount rate of 11.75% for completed buildings was found to be aligned with the expectations of international investors investing in similar assets.





### Under Construction

Please note that all assumptions mentioned above under the “Completed Buildings with Occupancy Certificate (OC) received” section holds true for “Under Construction” portion. The exceptions if any are as elaborated below:

The below details are for Under construction portion & refurbished portion ie 1<sup>st</sup> floor (part) & 10<sup>th</sup> floor of Ventura A respectively

### **Property Details**

Property Details	Unit	Details
Total Property Leasable Area	Sq. ft.	74,668
Stabilized Vacancy	%	2.5%
Further leasing	Sq. ft.	54,937
Existing Lease Rollovers	%	100%
Rent Free Period - Existing Leases	Months	2
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	2

### **Operating Cost Assumptions**

Cost Assumptions	Unit	Details
Brokerage Cost (Renewal / release)	Months Rent	1 Month Rent
Brokerage Cost (New lease)	Months Rent	2 Month Rent
Current CAM/ O&M cost	Per sq. ft. per month	INR 9.92
Payroll Cost	Per sq. ft. per month	INR 3.33
Property Tax / Lease Permission etc.	Per sq. ft. per month	INR 3.96
Cost escalation	% p.a.	5.0%
Property Tax Escalations	% p.a.	5.0%
Payroll Cost Escalations	% p.a.	8.0%
Transaction Cost on Sale	% of Terminal Value	1.0%

### **Construction Related Assumptions**

Construction Related Assumptions	Units	Future Development
Start Date of Construction		December - 2021
End Date of Construction		September - 2023
Total Construction Cost <sup>3</sup>	INR Million	439.3
Construction Cost Incurred till Date	INR Million	314.4
Construction Cost to be Incurred	INR Million	124.9

#### Notes:

1. Reliance on Client inputs for the assumptions relating to construction.
2. The assumptions on cost to be incurred for future developments as well as for under construction projects are based on inputs provided from the client while applying independent professional judgement by the valuer.
3. Total Construction Cost includes cost of development of the common areas in the Subject Property.



### Revenue Assumptions

Revenue Assumptions	Unit	Details
Achievable Market Rent– Office (Commercial)	Per sq. ft. per month	INR 170.00
Achievable Market Rent– Office (IT)	Per sq. ft. per month	INR 155.00
Achievable Market Rent – Retail	Per sq. ft. per month	INR 280.00
Market Rent growth rate - FY 2025-27	% p.a.	6.0%
Rental Growth Rate FY28 onwards	% p.a.	5.0%
Normal Market Lease Tenure	# of years	5
Normal Market Escalation at end	# of years	1
Market Escalation at the end of Escalation period	%	5.00%
O&M Income for future leases	Per sq. ft. per month	INR 12.82

### Capitalization Rate and Discount Rate

With reference to the explanation in completed property section, the cap rate for the Subject Properties has been assumed to be 8% in line with the available market information applied on the one year forward NOI in the terminal year. This discount rate applied to the available cash flows reflect the opportunity cost to all the capital providers, namely shareholders (Cost of Equity) and creditors (Cost of Debt), weighted by the relative contribution to the total capital of the company (WACC). The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

For the purpose of arriving at the Cost Equity, we have benchmarked with listed comparable of Embassy Office Parks REIT which has been trading since April 2019. The Cost of Debt is assumed on the basis of the marginal cost of debt that the SPV owning the Subject Properties has been able to avail and the general borrowing rates of similar assets. The Weights attributed to equity and debt were benchmarked against similar portfolios/properties in the market.

The derived discount rate of 13.00% for under construction portion i.e. 10th floor of Ventura A found to be aligned with the expectations of international investors investing in similar assets. Refurbishment works on the 1st Floor (part) of Ventura A has been completed and approvals from relevant authorities are pending. For 1<sup>st</sup> floor of Ventura A, the discount rate is assumed to be 11.75% ie similar to completed buildings



## 6 Market Value

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which he has no knowledge, the opinion of value of the aforementioned Subject Properties comprising land and improvements thereon, as explained above, on the below mentioned dates, is as follows:

<b>Building Name</b>	<b>Market Value (INR Million)</b>
Alpha	2,822
CRISIL House	5,504
Delphi	9,625
Fairmont	6,440
Winchester	16,553
Prudential	6,384
Spectra	4,378
One Boulevard	3,601
Ventura A (Completed) *	12,001
Ventura A (Under Construction portion) *	1,707
<b>Total Market Value</b>	<b>69,015</b>

*\*Note: Refurbishment works on the 1st Floor (Part; 18,322 sq. ft. leasable area) of Ventura A has been completed and approvals from relevant authorities are pending. Hence, for the purpose of valuation, we have considered same WACC rate of 11.50%, as that of the operational portion of Ventura A. Ventura A (Under Construction) represents the under-construction 10th floor and the 1st floor (part)*



Component	Market Value as on	In Figures	In Words
Completed Buildings	31 March 2023	INR 67,308 Million	Indian Rupees Sixty-Seven Billion Three Hundred and Eight Million Only
Under Construction	31 March 2023	INR 1,707 Million	Indian Rupees One Billion Seven Hundred and Seven Million Only

*\*Note: Under Construction includes 1<sup>st</sup> floor (part) & 10<sup>th</sup> floor of Ventura A respectively*

I, L. Anuradha, the Valuer for the Subject Properties, hereby declare that:

- I am fully competent to undertake the valuation,
- I am independent and have prepared the report on a fair and unbiased basis, and
- I have valued the properties based on the valuation standards as specified under sub-regulation 10 of regulation 21 of Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014

Prepared by

(L. Anuradha, MRICS)

IBBI/RV/02/2022/14979



## **D ANNEXURES**



**Annexure 1: Cash Flows – Completed Buildings with Occupation Certificate (OC) received**

**Alpha**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	193.12	235.14	249.00	265.15	264.83	264.55	292.32	313.80	331.28	326.96	365.23
O&M Income	INR Million	14.40	16.46	17.40	18.25	18.86	22.98	24.13	25.34	26.60	27.93	29.33
Other Income (Telecom)	INR Million	2.31	2.46	2.58	2.71	2.86	3.00	3.15	3.31	3.47	3.64	3.83
<b>Total Income</b>	INR Million	<b>209.83</b>	<b>254.05</b>	<b>268.98</b>	<b>286.11</b>	<b>286.55</b>	<b>290.53</b>	<b>319.60</b>	<b>342.45</b>	<b>361.35</b>	<b>358.54</b>	<b>398.39</b>
<b>Total Income from occupancy</b>	<b>INR Million</b>	<b>209.83</b>	<b>254.05</b>	<b>268.98</b>	<b>286.11</b>	<b>286.55</b>	<b>290.53</b>	<b>319.60</b>	<b>342.45</b>	<b>361.35</b>	<b>358.54</b>	<b>398.39</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(14.05)	(14.75)	(15.49)	(16.26)	(17.08)	(17.93)	(18.83)	(19.77)	(20.76)	(21.80)	(22.89)
Payroll Cost	INR Million	(4.46)	(4.82)	(5.20)	(5.62)	(6.07)	(6.55)	(7.08)	(7.64)	(8.25)	(8.92)	(9.63)
Property Taxes	INR Million	(10.95)	(11.49)	(12.07)	(12.67)	(13.30)	(13.97)	(14.67)	(15.40)	(16.17)	(16.98)	(17.83)
<b>Total Operating Costs</b>	<b>INR Million</b>	<b>(29.46)</b>	<b>(31.06)</b>	<b>(32.76)</b>	<b>(34.55)</b>	<b>(36.45)</b>	<b>(38.45)</b>	<b>(40.57)</b>	<b>(42.82)</b>	<b>(45.19)</b>	<b>(47.69)</b>	<b>(50.34)</b>
<b>Net operating Income</b>	<b>INR Million</b>	<b>180.37</b>	<b>222.99</b>	<b>236.22</b>	<b>251.56</b>	<b>250.10</b>	<b>252.08</b>	<b>279.02</b>	<b>299.63</b>	<b>316.17</b>	<b>310.85</b>	<b>348.05</b>
<b>Terminal Value</b>	<b>INR Million</b>	-	-	-	-	-	-	-	-	-	4,350.59	
<b>Transaction Cost</b>	<b>INR Million</b>	-	-	-	-	-	-	-	-	-	(43.51)	
<b>Total Net Income</b>	<b>INR Million</b>	<b>180.37</b>	<b>222.99</b>	<b>236.22</b>	<b>251.56</b>	<b>250.10</b>	<b>252.08</b>	<b>279.02</b>	<b>299.63</b>	<b>316.17</b>	<b>4,617.93</b>	
Maintenance Capital Expenditure	INR Million	(3.02)	(4.70)	(4.98)	(5.30)	(5.30)	(5.29)	(5.85)	(6.28)	(6.63)	(6.54)	
Brokerage Expenses	INR Million	(11.08)	(2.89)	(1.91)	-	(7.03)	(7.86)	(3.76)	(2.46)	-	(8.97)	
Capital Expenditure	INR Million	(8.55)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	<b>INR Million</b>	<b>157.72</b>	<b>215.39</b>	<b>229.33</b>	<b>246.26</b>	<b>237.77</b>	<b>238.92</b>	<b>269.42</b>	<b>290.89</b>	<b>309.54</b>	<b>4,602.42</b>	
<b>Discount Rate</b>	<b>11.75%</b>											
<b>NPV as on 31-Mar-23 (INR Million)</b>	<b>2,822</b>											
<b>INR per sq. ft.</b>	<b>25,777</b>											

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.





**CRISIL House**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	359.19	79.80	492.05	544.56	571.79	600.38	633.78	672.63	706.26	741.57	778.65
O&M Income	INR Million	22.73	7.77	29.60	31.08	32.63	34.27	35.98	37.78	39.67	41.65	43.73
Other Income (Telecom)	INR Million	0.17	0.18	0.20	0.20	0.22	0.23	0.24	0.25	0.26	0.27	0.29
<b>Total Income</b>	INR Million	<b>382.08</b>	<b>87.75</b>	<b>521.85</b>	<b>575.85</b>	<b>604.64</b>	<b>634.87</b>	<b>670.00</b>	<b>710.66</b>	<b>746.19</b>	<b>783.50</b>	<b>822.67</b>
<b>Total Income from occupancy</b>	INR Million	<b>382.08</b>	<b>87.75</b>	<b>521.85</b>	<b>575.85</b>	<b>604.64</b>	<b>634.87</b>	<b>670.00</b>	<b>710.66</b>	<b>746.19</b>	<b>783.50</b>	<b>822.67</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(16.64)	(17.47)	(18.35)	(19.26)	(20.23)	(21.24)	(22.30)	(23.41)	(24.58)	(25.81)	(27.10)
Payroll Cost	INR Million	(8.62)	(9.31)	(10.06)	(10.86)	(11.73)	(12.67)	(13.68)	(14.78)	(15.96)	(17.23)	(18.61)
Property Taxes	INR Million	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Costs</b>	INR Million	<b>(25.26)</b>	<b>(26.78)</b>	<b>(28.40)</b>	<b>(30.12)</b>	<b>(31.96)</b>	<b>(33.91)</b>	<b>(35.98)</b>	<b>(38.19)</b>	<b>(40.54)</b>	<b>(43.05)</b>	<b>(45.72)</b>
<b>Net operating Income</b>	INR Million	<b>356.82</b>	<b>60.97</b>	<b>493.44</b>	<b>545.72</b>	<b>572.68</b>	<b>600.97</b>	<b>634.02</b>	<b>672.47</b>	<b>705.65</b>	<b>740.45</b>	<b>776.95</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	9,711.94	-
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(97.12)	-
<b>Total Net Income</b>	INR Million	<b>356.82</b>	<b>60.97</b>	<b>493.44</b>	<b>545.72</b>	<b>572.68</b>	<b>600.97</b>	<b>634.02</b>	<b>672.47</b>	<b>705.65</b>	<b>10,355.27</b>	-
Maintenance Capital Expenditure	INR Million	(1.80)	(1.60)	(9.84)	(10.89)	(11.44)	(12.01)	(12.68)	(13.45)	(14.13)	(14.83)	-
Brokerage Expenses	INR Million	-	(29.35)	(13.29)	-	-	-	(38.18)	(17.12)	-	-	-
Capital Expenditure	INR Million	(256.54)	(240.02)	-	-	-	-	-	-	-	-	-
<b>Net Cashflows</b>	INR Million	<b>98.49</b>	<b>(210.00)</b>	<b>470.31</b>	<b>534.83</b>	<b>561.25</b>	<b>588.96</b>	<b>583.16</b>	<b>641.89</b>	<b>691.52</b>	<b>10,340.43</b>	-
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>5,504</b>										
<b>INR per sq. ft.</b>		<b>26,009</b>										

*Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.*



**Delphi**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	693.43	738.53	772.78	793.30	853.87	949.75	1,016.37	1,071.52	1,114.69	1,141.16	1,252.98
Parking Income	INR Million	0.64	0.69	0.72	0.31	-	-	-	-	-	-	-
O&M Income	INR Million	56.21	59.70	62.70	66.40	70.56	73.25	77.07	81.14	85.20	89.46	93.94
Other Income (Telecom)	INR Million	7.51	8.06	8.53	9.04	9.52	9.99	10.49	11.02	11.57	12.15	12.75
<b>Total Income</b>	INR Million	<b>757.79</b>	<b>806.97</b>	<b>844.72</b>	<b>869.05</b>	<b>933.95</b>	<b>1,032.99</b>	<b>1,103.93</b>	<b>1,163.69</b>	<b>1,211.47</b>	<b>1,242.77</b>	<b>1,359.67</b>
<b>Total Income from occupancy</b>	INR Million	<b>757.79</b>	<b>806.97</b>	<b>844.72</b>	<b>869.05</b>	<b>933.95</b>	<b>1,032.99</b>	<b>1,103.93</b>	<b>1,163.69</b>	<b>1,211.47</b>	<b>1,242.77</b>	<b>1,359.67</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(43.60)	(45.78)	(48.06)	(50.47)	(52.99)	(55.64)	(58.42)	(61.34)	(64.41)	(67.63)	(71.01)
Payroll Cost	INR Million	(14.24)	(15.38)	(16.62)	(17.94)	(19.38)	(20.93)	(22.60)	(24.41)	(26.37)	(28.48)	(30.75)
Property Taxes	INR Million	(34.40)	(36.12)	(37.92)	(39.82)	(41.81)	(43.90)	(46.09)	(48.40)	(50.82)	(53.36)	(56.03)
<b>Total Operating Costs</b>	INR Million	<b>(92.24)</b>	<b>(97.28)</b>	<b>(102.60)</b>	<b>(108.23)</b>	<b>(114.18)</b>	<b>(120.47)</b>	<b>(127.12)</b>	<b>(134.16)</b>	<b>(141.60)</b>	<b>(149.47)</b>	<b>(157.79)</b>
<b>Net operating Income</b>	INR Million	<b>665.55</b>	<b>709.70</b>	<b>742.12</b>	<b>760.82</b>	<b>819.77</b>	<b>912.52</b>	<b>976.81</b>	<b>1,029.53</b>	<b>1,069.87</b>	<b>1,093.30</b>	<b>1,201.87</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	15,023.43	-
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(150.23)	-
<b>Fit Out Income</b>	INR Million	2.62	-	-	-	-	-	-	-	-	-	-
<b>Total Net Income</b>	INR Million	<b>668.17</b>	<b>709.70</b>	<b>742.12</b>	<b>760.82</b>	<b>819.77</b>	<b>912.52</b>	<b>976.81</b>	<b>1,029.53</b>	<b>1,069.87</b>	<b>15,966.50</b>	-
Maintenance Capital Expenditure	INR Million	(10.43)	(14.78)	(15.47)	(15.87)	(17.08)	(18.99)	(20.33)	(21.43)	(22.29)	(22.82)	-
Brokerage Expenses	INR Million	(7.69)	(7.36)	(8.77)	(24.55)	(25.41)	(9.96)	(10.30)	(11.30)	(31.33)	(32.43)	-
Capital Expenditure	INR Million	(27.30)	-	-	-	-	-	-	-	-	-	-
<b>Net Cashflows</b>	INR Million	<b>622.75</b>	<b>687.56</b>	<b>717.88</b>	<b>720.40</b>	<b>777.28</b>	<b>883.56</b>	<b>946.19</b>	<b>996.80</b>	<b>1,016.25</b>	<b>15,911.25</b>	-
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>9,625</b>										
<b>INR per sq. ft.</b>		<b>27,531</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Fairmont**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	521.87	472.95	533.89	542.49	601.23	632.66	601.12	708.57	719.58	781.20	820.26
Parking Income	INR Million	4.45	-	-	-	-	-	-	-	-	-	-
O&M Income	INR Million	38.42	40.88	43.89	46.05	48.51	50.94	53.49	56.16	58.97	61.92	65.01
Other Income (Telecom)	INR Million	4.82	5.15	5.44	5.76	6.12	6.42	6.75	7.08	7.44	7.81	8.20
<b>Total Income</b>	INR Million	<b>569.56</b>	<b>518.97</b>	<b>583.23</b>	<b>594.30</b>	<b>655.86</b>	<b>690.02</b>	<b>661.35</b>	<b>771.81</b>	<b>785.99</b>	<b>850.93</b>	<b>893.47</b>
<b>Total Income from occupancy</b>	INR Million	<b>569.56</b>	<b>518.97</b>	<b>583.23</b>	<b>594.30</b>	<b>655.86</b>	<b>690.02</b>	<b>661.35</b>	<b>771.81</b>	<b>785.99</b>	<b>850.93</b>	<b>893.47</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(30.13)	(31.64)	(33.22)	(34.88)	(36.62)	(38.46)	(40.38)	(42.40)	(44.52)	(46.74)	(49.08)
Payroll Cost	INR Million	(11.59)	(12.52)	(13.52)	(14.60)	(15.77)	(17.03)	(18.39)	(19.86)	(21.45)	(23.17)	(25.02)
Property Taxes	INR Million	(17.02)	(17.87)	(18.77)	(19.70)	(20.69)	(21.72)	(22.81)	(23.95)	(25.15)	(26.41)	(27.73)
<b>Total Operating Costs</b>	INR Million	<b>(58.74)</b>	<b>(62.03)</b>	<b>(65.50)</b>	<b>(69.18)</b>	<b>(73.08)</b>	<b>(77.21)</b>	<b>(81.58)</b>	<b>(86.21)</b>	<b>(91.12)</b>	<b>(96.31)</b>	<b>(101.83)</b>
<b>Net operating Income</b>	INR Million	<b>510.82</b>	<b>456.95</b>	<b>517.73</b>	<b>525.12</b>	<b>582.78</b>	<b>612.81</b>	<b>579.77</b>	<b>685.61</b>	<b>694.87</b>	<b>754.61</b>	<b>791.65</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	9,895.58	-
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(98.96)	-
<b>Total Net Income</b>	INR Million	<b>510.82</b>	<b>456.95</b>	<b>517.73</b>	<b>525.12</b>	<b>582.78</b>	<b>612.81</b>	<b>579.77</b>	<b>685.61</b>	<b>694.87</b>	<b>10,551.24</b>	-
Maintenance Capital Expenditure	INR Million	(7.77)	(9.46)	(10.68)	(10.85)	(12.02)	(12.65)	(12.02)	(14.17)	(14.39)	(15.62)	-
Brokerage Expenses	INR Million	(8.30)	(27.11)	-	(9.57)	-	(10.90)	(35.27)	-	(12.21)	-	-
Capital Expenditure	INR Million	(22.21)	-	-	-	-	-	-	-	-	-	-
<b>Net Cashflows</b>	INR Million	<b>472.54</b>	<b>420.38</b>	<b>507.05</b>	<b>504.70</b>	<b>570.76</b>	<b>589.26</b>	<b>532.48</b>	<b>671.43</b>	<b>668.27</b>	<b>10,535.61</b>	-
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>6,440</b>										
<b>INR per sq. ft.</b>		<b>22,641</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Winchester**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Jan-23 31-Dec-23	01-Jan-24 31-Dec-24	01-Jan-25 31-Dec-25	01-Jan-26 31-Dec-26	01-Jan-27 31-Dec-27	01-Jan-28 31-Dec-28	01-Jan-29 31-Dec-29	01-Jan-30 31-Dec-30	01-Jan-31 31-Dec-31	01-Jan-32 31-Dec-32	01-Jan-33 31-Dec-33
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	1,064.26	1,272.39	1,362.67	1,302.23	1,426.88	1,524.96	1,648.99	1,795.78	1,959.08	2,083.12	2,204.24
O&M Income	INR Million	98.37	114.87	120.43	126.12	132.26	139.07	153.78	163.51	172.98	181.63	190.71
Other Income (Telecom)	INR Million	5.01	5.34	5.68	6.04	6.40	6.73	7.06	7.41	7.79	8.17	8.58
<b>Total Income</b>	<b>INR Million</b>	<b>1,167.64</b>	<b>1,392.59</b>	<b>1,488.78</b>	<b>1,434.38</b>	<b>1,565.54</b>	<b>1,670.75</b>	<b>1,809.83</b>	<b>1,966.70</b>	<b>2,139.85</b>	<b>2,272.92</b>	<b>2,403.54</b>
<b>Total Income from occupancy</b>	<b>INR Million</b>	<b>1,167.64</b>	<b>1,392.59</b>	<b>1,488.78</b>	<b>1,434.38</b>	<b>1,565.54</b>	<b>1,670.75</b>	<b>1,809.83</b>	<b>1,966.70</b>	<b>2,139.85</b>	<b>2,272.92</b>	<b>2,403.54</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(87.52)	(91.90)	(96.49)	(101.32)	(106.38)	(111.70)	(117.28)	(123.15)	(129.31)	(135.77)	(142.56)
Payroll Cost	INR Million	(30.38)	(32.82)	(35.44)	(38.28)	(41.34)	(44.65)	(48.22)	(52.07)	(56.24)	(60.74)	(65.60)
Property Taxes	INR Million	(45.41)	(47.68)	(50.06)	(52.57)	(55.20)	(57.96)	(60.85)	(63.90)	(67.09)	(70.45)	(73.97)
<b>Total Operating Costs</b>	<b>INR Million</b>	<b>(163.31)</b>	<b>(172.39)</b>	<b>(182.00)</b>	<b>(192.16)</b>	<b>(202.92)</b>	<b>(214.30)</b>	<b>(226.36)</b>	<b>(239.12)</b>	<b>(252.64)</b>	<b>(266.96)</b>	<b>(282.13)</b>
<b>Net operating Income</b>	<b>INR Million</b>	<b>1,004.33</b>	<b>1,220.20</b>	<b>1,306.78</b>	<b>1,242.22</b>	<b>1,362.63</b>	<b>1,456.45</b>	<b>1,583.48</b>	<b>1,727.58</b>	<b>1,887.21</b>	<b>2,005.97</b>	<b>2,121.41</b>
<b>Terminal Value</b>	<b>INR Million</b>	-	-	-	-	-	-	-	-	-	26,517.66	
<b>Transaction Cost</b>	<b>INR Million</b>	-	-	-	-	-	-	-	-	-	(265.18)	
<b>Total Net Income</b>	<b>INR Million</b>	<b>1,004.33</b>	<b>1,220.20</b>	<b>1,306.78</b>	<b>1,242.22</b>	<b>1,362.63</b>	<b>1,456.45</b>	<b>1,583.48</b>	<b>1,727.58</b>	<b>1,887.21</b>	<b>28,258.45</b>	
Maintenance Capital Expenditure	INR Million	(16.05)	(25.45)	(27.25)	(26.04)	(28.54)	(30.50)	(32.98)	(35.92)	(39.18)	(41.66)	
Brokerage Expenses	INR Million	(29.76)	(9.69)	-	(15.76)	(6.33)	(25.75)	(58.68)	(45.45)	(20.12)	(8.08)	
Capital Expenditure	INR Million	(58.23)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	<b>INR Million</b>	<b>900.28</b>	<b>1,185.06</b>	<b>1,279.53</b>	<b>1,200.42</b>	<b>1,327.76</b>	<b>1,400.20</b>	<b>1,491.82</b>	<b>1,646.22</b>	<b>1,827.91</b>	<b>28,208.71</b>	
<b>Discount Rate</b>	<b>11.75%</b>											
<b>NPV as on 31-Mar-23 (INR Million)</b>	<b>16,553</b>											
<b>INR per sq. ft.</b>	<b>22,196</b>											

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Prudential**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	458.23	506.74	541.83	542.44	569.24	633.59	672.46	667.37	719.27	722.00	810.39
Parking Income	INR Million	0.15	0.16	0.17	0.17	0.18	0.19	0.20	0.01	-	-	-
O&M Income	INR Million	37.88	40.53	42.55	44.60	47.59	50.19	52.70	58.28	61.20	64.26	67.47
Other Income (Telecom)	INR Million	0.18	0.20	0.21	0.22	0.23	0.24	0.25	0.26	0.28	0.29	0.30
<b>Total Income</b>	INR Million	<b>496.44</b>	<b>547.62</b>	<b>584.76</b>	<b>587.43</b>	<b>617.24</b>	<b>684.22</b>	<b>725.62</b>	<b>725.91</b>	<b>780.75</b>	<b>786.55</b>	<b>878.16</b>
<b>Total Income from occupancy</b>	INR Million	<b>496.44</b>	<b>547.62</b>	<b>584.76</b>	<b>587.43</b>	<b>617.24</b>	<b>684.22</b>	<b>725.62</b>	<b>725.91</b>	<b>780.75</b>	<b>786.55</b>	<b>878.16</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(32.39)	(34.01)	(35.71)	(37.49)	(39.37)	(41.34)	(43.40)	(45.57)	(47.85)	(50.24)	(52.76)
Payroll Cost	INR Million	(9.54)	(10.31)	(11.13)	(12.02)	(12.98)	(14.02)	(15.14)	(16.36)	(17.66)	(19.08)	(20.60)
Property Taxes	INR Million	(11.67)	(12.26)	(12.87)	(13.51)	(14.19)	(14.90)	(15.64)	(16.43)	(17.25)	(18.11)	(19.02)
<b>Total Operating Costs</b>	INR Million	<b>(53.60)</b>	<b>(56.57)</b>	<b>(59.71)</b>	<b>(63.03)</b>	<b>(66.54)</b>	<b>(70.26)</b>	<b>(74.19)</b>	<b>(78.35)</b>	<b>(82.76)</b>	<b>(87.43)</b>	<b>(92.37)</b>
<b>Net operating Income</b>	INR Million	<b>442.84</b>	<b>491.05</b>	<b>525.05</b>	<b>524.40</b>	<b>550.70</b>	<b>613.96</b>	<b>651.43</b>	<b>647.56</b>	<b>697.99</b>	<b>699.12</b>	<b>785.79</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	9,822.36	
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(98.22)	
<b>Total Net Income</b>	INR Million	<b>442.84</b>	<b>491.05</b>	<b>525.05</b>	<b>524.40</b>	<b>550.70</b>	<b>613.96</b>	<b>651.43</b>	<b>647.56</b>	<b>697.99</b>	<b>10,423.25</b>	
Maintenance Capital Expenditure	INR Million	(6.92)	(10.14)	(10.84)	(10.85)	(11.39)	(12.68)	(13.45)	(13.35)	(14.39)	(14.44)	
Brokerage Expenses	INR Million	(5.02)	-	-	(21.48)	(10.71)	(3.29)	-	(17.55)	(27.41)	(13.67)	
Capital Expenditure	INR Million	(18.29)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	INR Million	<b>412.62</b>	<b>480.91</b>	<b>514.21</b>	<b>492.07</b>	<b>528.60</b>	<b>597.99</b>	<b>637.98</b>	<b>616.66</b>	<b>656.19</b>	<b>10,395.14</b>	
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>6,384</b>										
<b>INR per sq. ft.</b>		<b>27,256</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes



**Spectra**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	257.93	333.42	366.86	359.74	417.91	411.30	448.69	491.99	516.59	542.42	569.54
O&M Income	INR Million	24.23	31.51	33.15	34.80	37.01	38.86	40.80	42.84	44.99	47.23	49.60
Other Income (Telecom)	INR Million	4.09	4.39	4.67	4.94	5.19	5.45	5.72	6.00	6.30	6.62	6.95
<b>Total Income</b>	INR Million	<b>286.25</b>	<b>369.32</b>	<b>404.68</b>	<b>399.49</b>	<b>460.10</b>	<b>455.60</b>	<b>495.21</b>	<b>540.84</b>	<b>567.88</b>	<b>596.27</b>	<b>626.08</b>
<b>Total Income from occupancy</b>	INR Million	<b>286.25</b>	<b>369.32</b>	<b>404.68</b>	<b>399.49</b>	<b>460.10</b>	<b>455.60</b>	<b>495.21</b>	<b>540.84</b>	<b>567.88</b>	<b>596.27</b>	<b>626.08</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(24.26)	(25.47)	(26.74)	(28.08)	(29.49)	(30.96)	(32.51)	(34.13)	(35.84)	(37.63)	(39.51)
Payroll Cost	INR Million	(7.89)	(8.52)	(9.20)	(9.94)	(10.73)	(11.59)	(12.52)	(13.52)	(14.60)	(15.77)	(17.03)
Property Taxes	INR Million	(10.50)	(11.03)	(11.58)	(12.16)	(12.76)	(13.40)	(14.07)	(14.78)	(15.52)	(16.29)	(17.11)
<b>Total Operating Costs</b>	INR Million	<b>(42.65)</b>	<b>(45.02)</b>	<b>(47.52)</b>	<b>(50.18)</b>	<b>(52.98)</b>	<b>(55.95)</b>	<b>(59.10)</b>	<b>(62.43)</b>	<b>(65.96)</b>	<b>(69.69)</b>	<b>(73.65)</b>
<b>Net operating Income</b>	INR Million	<b>243.60</b>	<b>324.30</b>	<b>357.15</b>	<b>349.31</b>	<b>407.12</b>	<b>399.65</b>	<b>436.11</b>	<b>478.41</b>	<b>501.92</b>	<b>526.58</b>	<b>552.43</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	6,905.42	
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(69.05)	
<b>Total Net Income</b>	INR Million	<b>243.60</b>	<b>324.30</b>	<b>357.15</b>	<b>349.31</b>	<b>407.12</b>	<b>399.65</b>	<b>436.11</b>	<b>478.41</b>	<b>501.92</b>	<b>7,362.94</b>	
Maintenance Capital Expenditure	INR Million	(3.95)	(6.67)	(7.34)	(7.19)	(8.36)	(8.23)	(8.97)	(9.84)	(10.33)	(10.85)	
Brokerage Expenses	INR Million	(24.81)	(3.59)	-	(12.81)	-	(19.85)	(4.67)	-	(16.35)	-	
Capital Expenditure	INR Million	(15.12)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	INR Million	<b>199.71</b>	<b>314.04</b>	<b>349.82</b>	<b>329.30</b>	<b>398.76</b>	<b>371.57</b>	<b>422.47</b>	<b>468.57</b>	<b>475.23</b>	<b>7,352.09</b>	
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>4,378</b>										
<b>INR per sq. ft.</b>		<b>22,608</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes



**One Boulevard**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	264.62	271.85	291.33	305.40	309.75	345.54	358.67	383.10	394.36	397.80	449.98
O&M Income	INR Million	20.10	21.35	22.65	23.93	26.94	29.21	30.67	32.20	33.81	35.50	37.27
Other Income (Telecom)	INR Million	2.96	3.14	3.34	3.55	3.78	3.97	4.16	4.37	4.59	4.82	5.06
<b>Total Income</b>	INR Million	<b>287.67</b>	<b>296.34</b>	<b>317.32</b>	<b>332.87</b>	<b>340.47</b>	<b>378.71</b>	<b>393.50</b>	<b>419.67</b>	<b>432.76</b>	<b>438.12</b>	<b>492.31</b>
<b>Total Income from occupancy</b>	INR Million	<b>287.67</b>	<b>296.34</b>	<b>317.32</b>	<b>332.87</b>	<b>340.47</b>	<b>378.71</b>	<b>393.50</b>	<b>419.67</b>	<b>432.76</b>	<b>438.12</b>	<b>492.31</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(17.34)	(18.21)	(19.12)	(20.07)	(21.07)	(22.13)	(23.24)	(24.40)	(25.62)	(26.90)	(28.24)
Payroll Cost	INR Million	(4.32)	(4.67)	(5.04)	(5.45)	(5.88)	(6.35)	(6.86)	(7.41)	(8.00)	(8.64)	(9.34)
Property Taxes	INR Million	(5.79)	(6.08)	(6.39)	(6.71)	(7.04)	(7.39)	(7.76)	(8.15)	(8.56)	(8.99)	(9.44)
<b>Total Operating Costs</b>	INR Million	<b>(27.46)</b>	<b>(28.96)</b>	<b>(30.55)</b>	<b>(32.22)</b>	<b>(34.00)</b>	<b>(35.88)</b>	<b>(37.86)</b>	<b>(39.96)</b>	<b>(42.18)</b>	<b>(44.53)</b>	<b>(47.01)</b>
<b>Net operating Income</b>	INR Million	<b>260.22</b>	<b>267.38</b>	<b>286.77</b>	<b>300.65</b>	<b>306.47</b>	<b>342.84</b>	<b>355.64</b>	<b>379.71</b>	<b>390.58</b>	<b>393.59</b>	<b>445.30</b>
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	5,566.22	
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(55.66)	
<b>Total Net Income</b>	INR Million	<b>260.22</b>	<b>267.38</b>	<b>286.77</b>	<b>300.65</b>	<b>306.47</b>	<b>342.84</b>	<b>355.64</b>	<b>379.71</b>	<b>390.58</b>	<b>5,904.15</b>	
Maintenance Capital Expenditure	INR Million	(3.96)	(5.44)	(5.83)	(6.11)	(6.20)	(6.91)	(7.17)	(7.66)	(7.89)	(7.96)	
Brokerage Expenses	INR Million	(2.09)	(3.88)	(4.10)	(4.55)	(12.05)	(2.74)	(5.05)	(5.29)	(5.80)	(15.38)	
Capital Expenditure	INR Million	(8.29)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	INR Million	<b>245.88</b>	<b>258.06</b>	<b>276.84</b>	<b>289.99</b>	<b>288.23</b>	<b>333.18</b>	<b>343.41</b>	<b>366.76</b>	<b>376.89</b>	<b>5,880.81</b>	
<b>Discount Rate</b>	<b>11.75%</b>											
<b>NPV as on 31-Mar-23 (INR Million)</b>	<b>3,601</b>											
<b>INR per sq. ft.</b>	<b>33,927</b>											

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.





**Ventura A**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	812.53	898.79	953.33	970.44	1,014.25	1,156.49	1,243.21	1,304.17	1,389.34	1,383.67	1,544.93
Parking Income	INR Million	2.39	2.39	2.39	1.94	0.60	0.60	0.60	0.42	-	-	-
O&M Income	INR Million	63.35	67.71	71.40	74.84	80.72	89.91	94.40	98.46	101.76	106.84	112.18
Other Income (Telecom)	INR Million	2.13	2.25	2.36	2.48	2.69	2.82	2.96	3.11	3.27	3.43	3.60
<b>Total Income</b>	INR Million	<b>880.40</b>	<b>971.14</b>	<b>1,029.48</b>	<b>1,049.70</b>	<b>1,098.26</b>	<b>1,249.82</b>	<b>1,341.17</b>	<b>1,406.16</b>	<b>1,494.36</b>	<b>1,493.94</b>	<b>1,660.71</b>
<b>Total Income from occupancy</b>	INR Million	<b>880.40</b>	<b>971.14</b>	<b>1,029.48</b>	<b>1,049.70</b>	<b>1,098.26</b>	<b>1,249.82</b>	<b>1,341.17</b>	<b>1,406.16</b>	<b>1,494.36</b>	<b>1,493.94</b>	<b>1,660.71</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(49.99)	(52.49)	(55.11)	(57.87)	(60.76)	(63.80)	(66.99)	(70.34)	(73.86)	(77.55)	(81.43)
Payroll Cost	INR Million	(17.11)	(18.47)	(19.95)	(21.55)	(23.27)	(25.13)	(27.14)	(29.32)	(31.66)	(34.19)	(36.93)
Property Taxes	INR Million	(20.93)	(21.98)	(23.08)	(24.23)	(25.44)	(26.72)	(28.05)	(29.46)	(30.93)	(32.47)	(34.10)
<b>Total Operating Costs</b>	INR Million	<b>(88.03)</b>	<b>(92.94)</b>	<b>(98.14)</b>	<b>(103.65)</b>	<b>(109.48)</b>	<b>(115.65)</b>	<b>(122.19)</b>	<b>(129.11)</b>	<b>(136.45)</b>	<b>(144.22)</b>	<b>(152.46)</b>
<b>Net operating Income</b>	INR Million	<b>792.37</b>	<b>878.20</b>	<b>931.34</b>	<b>946.05</b>	<b>988.78</b>	<b>1,134.17</b>	<b>1,218.99</b>	<b>1,277.05</b>	<b>1,357.92</b>	<b>1,349.72</b>	<b>1,508.26</b>
<b>Terminal Value</b>	INR Million	-	-	-	-	-	-	-	-	-	18,853.21	
<b>Transaction Cost</b>	INR Million	-	-	-	-	-	-	-	-	-	(188.53)	
<b>Total Net Income</b>	INR Million	<b>792.37</b>	<b>878.20</b>	<b>931.34</b>	<b>946.05</b>	<b>988.78</b>	<b>1,134.17</b>	<b>1,218.99</b>	<b>1,277.05</b>	<b>1,357.92</b>	<b>20,014.39</b>	
Maintenance Capital Expenditure	INR Million	(12.08)	(18.02)	(19.11)	(19.45)	(20.30)	(23.14)	(24.88)	(26.09)	(27.79)	(27.67)	
Brokerage Expenses	INR Million	(5.79)	(4.08)	-	(19.40)	(60.17)	(5.60)	(5.30)	(8.74)	(25.84)	(76.79)	
Capital Expenditure	INR Million	(32.78)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	INR Million	<b>741.73</b>	<b>856.10</b>	<b>912.22</b>	<b>907.20</b>	<b>908.32</b>	<b>1,105.43</b>	<b>1,188.80</b>	<b>1,242.21</b>	<b>1,304.29</b>	<b>19,909.93</b>	
<b>Discount Rate</b>		<b>11.75%</b>										
<b>NPV as on 31-Mar-23 (INR Million)</b>		<b>12,001</b>										
<b>INR per sq. ft.</b>		<b>28,584</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Cashflows Under Construction Development**

**Ventura A – 1<sup>st</sup> floor (part)**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Dec-23	01-Apr-24 31-Dec-24	01-Apr-25 31-Dec-25	01-Apr-26 31-Dec-26	01-Apr-27 31-Dec-27	01-Apr-28 31-Dec-28	01-Apr-29 31-Dec-29	01-Apr-30 31-Dec-30	01-Apr-31 31-Dec-31	01-Apr-32 31-Dec-32	01-Apr-33 31-Dec-33
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	46.3	50.4	52.0	56.4	56.4	58.2	63.2	63.2	65.2	70.8	70.8
O&M income	INR Million	3.60	3.60	3.71	4.03	4.03	4.16	4.51	4.51	4.66	5.06	5.06
<b>Total Income</b>	<b>INR Million</b>	<b>49.9</b>	<b>54.0</b>	<b>55.7</b>	<b>60.5</b>	<b>60.5</b>	<b>62.4</b>	<b>67.7</b>	<b>67.7</b>	<b>69.9</b>	<b>75.9</b>	<b>75.9</b>
<b>Total Income from occupancy</b>	<b>INR Million</b>	<b>49.9</b>	<b>54.0</b>	<b>55.7</b>	<b>60.5</b>	<b>60.5</b>	<b>62.4</b>	<b>67.7</b>	<b>67.7</b>	<b>69.9</b>	<b>75.9</b>	<b>75.9</b>
<b>OPERATING COSTS</b>												
O&M cost	INR Million	(2.18)	(2.29)	(2.41)	(2.53)	(2.65)	(2.78)	(2.92)	(3.07)	(3.22)	(3.38)	(3.55)
Payroll Cost	INR Million	(0.75)	(0.81)	(0.87)	(0.94)	(1.02)	(1.10)	(1.18)	(1.28)	(1.38)	(1.49)	(1.61)
Property Taxes	INR Million	(0.91)	(0.96)	(1.01)	(1.06)	(1.11)	(1.17)	(1.22)	(1.29)	(1.35)	(1.42)	(1.49)
<b>Total Operating Costs</b>	<b>INR Million</b>	<b>(3.8)</b>	<b>(4.1)</b>	<b>(4.3)</b>	<b>(4.5)</b>	<b>(4.8)</b>	<b>(5.0)</b>	<b>(5.3)</b>	<b>(5.6)</b>	<b>(6.0)</b>	<b>(6.3)</b>	<b>(6.7)</b>
<b>Net operating Income</b>	<b>INR Million</b>	<b>46.10</b>	<b>49.94</b>	<b>51.42</b>	<b>55.96</b>	<b>55.70</b>	<b>57.35</b>	<b>62.40</b>	<b>62.10</b>	<b>63.92</b>	<b>69.57</b>	<b>69.21</b>
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	865.1	-
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(8.7)	-
<b>Total Net income</b>	<b>INR Million</b>	<b>46.1</b>	<b>49.9</b>	<b>51.4</b>	<b>56.0</b>	<b>55.7</b>	<b>57.3</b>	<b>62.4</b>	<b>62.1</b>	<b>63.9</b>	<b>926.1</b>	
Maintenance Capex	INR Million	(0.8)	(1.0)	(1.0)	(1.1)	(1.1)	(1.2)	(1.3)	(1.3)	(1.3)	(1.4)	
Capital expenditure - upgradation	INR Million	(30.6)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	<b>INR Million</b>	<b>15.4</b>	<b>49.9</b>	<b>51.4</b>	<b>56.0</b>	<b>55.7</b>	<b>57.3</b>	<b>62.4</b>	<b>62.1</b>	<b>63.9</b>	<b>926.1</b>	
Discount Rate		<b>11.75%</b>										
NPV as on 31-Mar-23 (INR Million)		<b>581</b>										
INR/ sq.ft. of leasable area		<b>31,715</b>										

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.

The refurbishment work on the 1st floor (part) of 17,878 sq. ft. leasable area has been completed and approvals from relevant authorities are pending. Hence, for the purpose of valuation, we have considered as that of the operational portion of Ventura A.



Ventura A – 10<sup>th</sup> floor

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	-	91.4	121.9	128.0	134.4	129.4	138.9	159.3	167.3	175.7	184.5
O&M income	INR Million	1.06	8.87	9.32	9.78	10.27	10.79	11.33	11.89	12.49	13.11	13.77
Other operating income	INR Million											
<b>Total Income</b>	<b>INR Million</b>	<b>1.1</b>	<b>100.3</b>	<b>131.3</b>	<b>137.8</b>	<b>144.7</b>	<b>140.2</b>	<b>150.2</b>	<b>171.2</b>	<b>179.8</b>	<b>188.8</b>	<b>198.2</b>
<b>Total Income from occupancy</b>	<b>INR Million</b>	<b>1.1</b>	<b>100.3</b>	<b>131.3</b>	<b>137.8</b>	<b>144.7</b>	<b>140.2</b>	<b>150.2</b>	<b>171.2</b>	<b>179.8</b>	<b>188.8</b>	<b>198.2</b>
<b>OPERATING COSTS</b>												
O&M cost	INR Million	(3.52)	(7.40)	(7.77)	(8.16)	(8.56)	(8.99)	(9.44)	(9.91)	(10.41)	(10.93)	(11.47)
Payroll Cost	INR Million	(1.17)	(2.48)	(2.68)	(2.89)	(3.12)	(3.37)	(3.64)	(3.93)	(4.25)	(4.59)	(4.96)
Property Taxes	INR Million	(1.40)	(2.95)	(3.10)	(3.25)	(3.41)	(3.59)	(3.77)	(3.95)	(4.15)	(4.36)	(4.58)
<b>Total Operating Costs</b>	<b>INR Million</b>	<b>(6.1)</b>	<b>(12.8)</b>	<b>(13.5)</b>	<b>(14.3)</b>	<b>(15.1)</b>	<b>(15.9)</b>	<b>(16.8)</b>	<b>(17.8)</b>	<b>(18.8)</b>	<b>(19.9)</b>	<b>(21.0)</b>
<b>Net operating Income</b>	<b>INR Million</b>	<b>(5.04)</b>	<b>87.43</b>	<b>117.72</b>	<b>123.52</b>	<b>129.61</b>	<b>124.25</b>	<b>133.36</b>	<b>153.44</b>	<b>160.99</b>	<b>168.92</b>	<b>177.22</b>
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	2,215.3	-
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(22.2)	-
<b>Total Net income</b>	<b>INR Million</b>	<b>(5.0)</b>	<b>87.4</b>	<b>117.7</b>	<b>123.5</b>	<b>129.6</b>	<b>124.3</b>	<b>133.4</b>	<b>153.4</b>	<b>161.0</b>	<b>2,362.1</b>	
Maintenance Capex	INR Million	-	(1.8)	(2.4)	(2.6)	(2.7)	(2.6)	(2.8)	(3.2)	(3.3)	(3.5)	
Brokerage Expenses	INR Million	(9.3)	(9.9)	-	-	-	(6.1)	(6.4)	-	-	-	
Capital expenditure - upgradation	INR Million	(94.3)	-	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	<b>INR Million</b>	<b>(108.6)</b>	<b>77.5</b>	<b>117.7</b>	<b>123.5</b>	<b>129.6</b>	<b>118.1</b>	<b>126.9</b>	<b>153.4</b>	<b>161.0</b>	<b>2,362.1</b>	
Discount Rate	<b>13.00%</b>											
NPV as on 31-Mar-23 (INR Million)	<b>1,126</b>											
INR/ sq.ft. of leasable area	<b>19,988</b>											

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes



**Consolidated**

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	4,671.50	4,951.40	5,737.67	5,810.24	6,220.63	6,706.87	7,117.72	7,631.50	8,082.99	8,366.38	9,051.47
Parking Income	INR Million	7.63	3.24	3.27	2.43	0.78	0.79	0.80	0.42	-	-	-
ATM Income	INR Million	-	-	-	-	-	-	-	-	-	-	-
O&M Income	INR Million	380.35	413.23	456.81	479.88	509.40	543.61	578.86	612.12	642.32	674.59	708.07
Other Income (Telecom)	INR Million	29.19	31.16	33.01	34.94	36.99	38.84	40.78	42.82	44.96	47.21	49.57
<b>Total Income</b>	INR Million	<b>5,088.67</b>	<b>5,399.04</b>	<b>6,230.77</b>	<b>6,327.48</b>	<b>6,767.81</b>	<b>7,290.11</b>	<b>7,738.16</b>	<b>8,286.86</b>	<b>8,770.27</b>	<b>9,088.18</b>	<b>9,809.11</b>
<b>Total Income from occupancy</b>	INR Million	<b>5,088.67</b>	<b>5,399.04</b>	<b>6,230.77</b>	<b>6,327.48</b>	<b>6,767.81</b>	<b>7,290.11</b>	<b>7,738.16</b>	<b>8,286.86</b>	<b>8,770.27</b>	<b>9,088.18</b>	<b>9,809.11</b>
<b>OPERATING COSTS</b>												
O&M cost (CAM Expenses) - excl Payroll Cost	INR Million	(321.61)	(341.39)	(358.46)	(376.38)	(395.20)	(414.96)	(435.71)	(457.50)	(480.37)	(504.39)	(529.61)
Payroll Cost	INR Million	(110.08)	(120.10)	(129.71)	(140.09)	(151.29)	(163.40)	(176.47)	(190.58)	(205.83)	(222.30)	(240.08)
Property Taxes	INR Million	(158.99)	(168.42)	(176.84)	(185.68)	(194.97)	(204.71)	(214.95)	(225.70)	(236.98)	(248.83)	(261.27)
Property Management Fee	INR Million	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Costs</b>	INR Million	<b>(590.69)</b>	<b>(629.91)</b>	<b>(665.01)</b>	<b>(702.15)</b>	<b>(741.46)</b>	<b>(783.07)</b>	<b>(827.13)</b>	<b>(873.78)</b>	<b>(923.19)</b>	<b>(975.52)</b>	<b>(1,030.97)</b>
<b>Net operating income</b>	INR Million	<b>4,497.98</b>	<b>4,769.12</b>	<b>5,565.76</b>	<b>5,625.33</b>	<b>6,026.34</b>	<b>6,507.03</b>	<b>6,911.03</b>	<b>7,413.07</b>	<b>7,847.08</b>	<b>8,112.66</b>	<b>8,778.15</b>
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	1,09,727	-
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(1,097)	-
Fit Out Income	INR Million	2.62	-	-	-	-	-	-	-	-	-	-
<b>Total Net Income</b>	INR Million	<b>4,500.60</b>	<b>4,769.12</b>	<b>5,565.76</b>	<b>5,625.33</b>	<b>6,026.34</b>	<b>6,507.03</b>	<b>6,911.03</b>	<b>7,413.07</b>	<b>7,847.08</b>	<b>1,16,742.23</b>	
Maintenance Capital Expenditure	INR Million	(66.74)	(99.09)	(114.82)	(116.25)	(124.43)	(134.15)	(142.37)	(152.64)	(161.66)	(167.33)	
Brokerage Expenses	INR Million	(103.88)	(97.86)	(28.07)	(108.12)	(121.70)	(92.09)	(167.65)	(107.91)	(139.07)	(155.33)	
Capital Expenditure	INR Million	(572.21)	(240.02)	-	-	-	-	-	-	-	-	
<b>Net Cashflows</b>	INR Million	<b>3,757.77</b>	<b>4,332.15</b>	<b>5,422.87</b>	<b>5,400.96</b>	<b>5,780.21</b>	<b>6,280.79</b>	<b>6,601.01</b>	<b>7,152.53</b>	<b>7,546.35</b>	<b>1,16,419.58</b>	
Discount Rate for completed	<b>11.75%</b>											
Discount Rate for under construction	<b>13.00%</b>											
Warmshell Property Value												
NPV INR Million	<b>69,015</b>											

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes



**Annexure 2: Sensitivity Analysis**

The valuer has analyzed the NOI profile for the subject properties over the valuation period, i.e. 10 years.

NOI Profile	01-Apr-23	01-Apr-24	01-Apr-25	01-Apr-26	01-Apr-27	01-Apr-28	01-Apr-29	01-Apr-30	01-Apr-31	01-Apr-32	01-Apr-33	Total
Property	31-Mar-24	31-Mar-25	31-Mar-26	31-Mar-27	31-Mar-28	31-Mar-29	31-Mar-30	31-Mar-31	31-Mar-32	31-Mar-33	31-Mar-34	
Alpha	180	223	236	252	250	252	279	300	316	311	348	2,947
CRISIL House	357	61	493	546	573	601	634	672	706	740	777	6,160
Delphi	666	710	742	761	820	913	977	1,030	1,070	1,093	1,202	9,982
Fairmont	511	457	518	525	583	613	580	686	695	755	792	6,713
Winchester	1,004	1,220	1,307	1,242	1,363	1,456	1,583	1,728	1,887	2,006	2,121	16,918
Prudential	443	491	525	524	551	614	651	648	698	699	786	6,630
Spectra	244	324	357	349	407	400	436	478	502	527	552	4,577
One Boulevard	260	267	287	301	306	343	356	380	391	394	445	3,729
Ventura A	792	878	931	946	989	1,134	1,219	1,277	1,358	1,350	1,508	12,383
Ventura 1st UC	46	50	51	56	56	57	62	62	64	70	69	644
Ventura 10th UC	-5	87	118	124	130	124	133	153	161	169	177	1,371
<b>Total Net Operating Income (NOI)</b>	<b>4,498</b>	<b>4,769</b>	<b>5,566</b>	<b>5,625</b>	<b>6,026</b>	<b>6,507</b>	<b>6,911</b>	<b>7,413</b>	<b>7,847</b>	<b>8,113</b>	<b>8,778</b>	<b>72,054</b>
<b>NOI Loss due to Rent Free Periods</b>	<b>258</b>	<b>251</b>	<b>101</b>	<b>278</b>	<b>280</b>	<b>190</b>	<b>263</b>	<b>161</b>	<b>128</b>	<b>257</b>	<b>0</b>	<b>2,166</b>
<b>Total NOI with no Rent Free Periods</b>	<b>4,756</b>	<b>5,020</b>	<b>5,667</b>	<b>5,903</b>	<b>6,306</b>	<b>6,697</b>	<b>7,174</b>	<b>7,574</b>	<b>7,975</b>	<b>8,370</b>	<b>8,778</b>	<b>74,220</b>

Note:

1. Total Net Operating Income (NOI) represents the NOI as per our valuation
2. NOI Loss due to Rent Free Periods represents the loss in NOI due to the contractual rent free periods for existing leases and the rent free periods as per market terms for the leasing considered for vacant spaces and existing lease rollovers
3. Total NOI with no Rent-Free Periods represents the grossed up NOI considering that there were no rent free periods for any existing lease or their respective rollovers or leasing activity considered for the vacant spaces



The valuer has also analyzed the potential 1-Year-Forward Net Operating Income for the subject properties considering if the subject properties were fully leased (100% occupancy) as at the date of valuation (hereinafter referred to as “Full Potential NOI”).

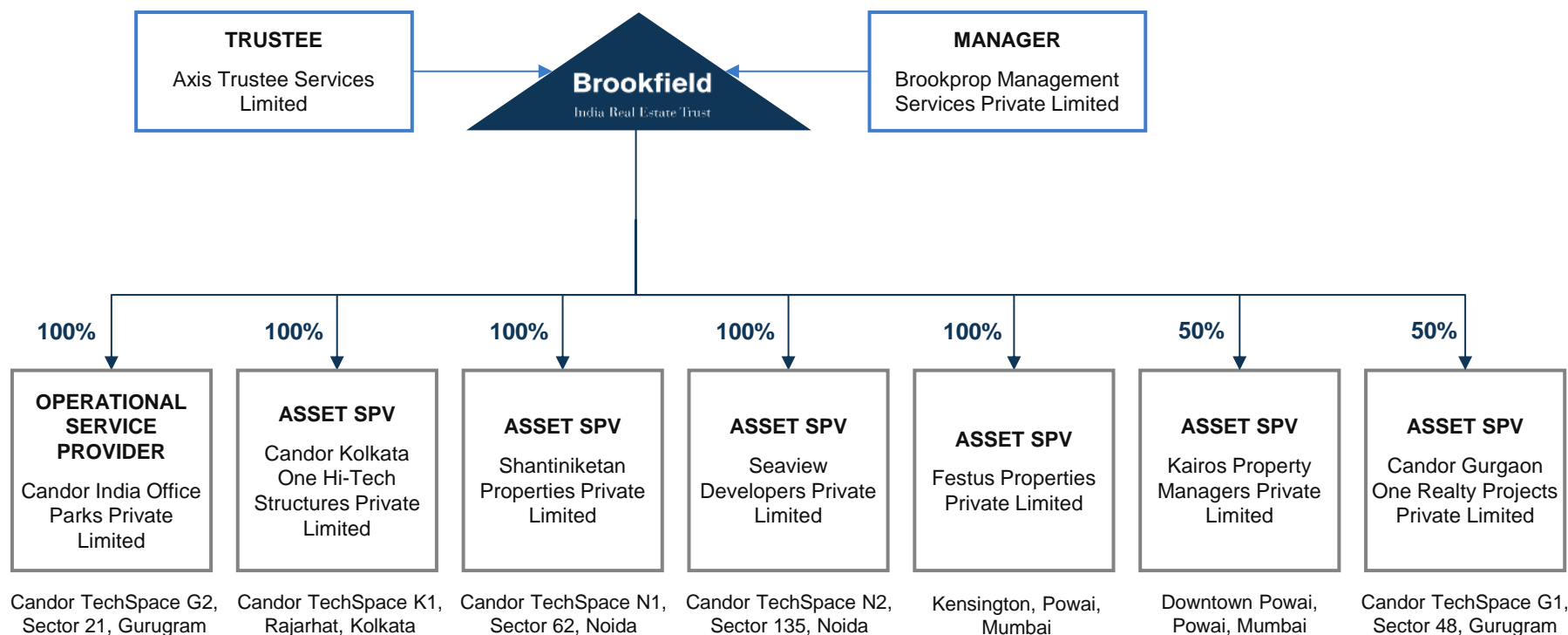
Full potential NOI for the subject properties have been computed by considering the following:

1. Properties are considered as completely leased (100% occupancy) with
  - a. Existing leases leased at contractual terms,
  - b. Vacant spaces and rollovers upon expiry of existing leases to be leased at market terms
2. No contractual rent-free periods
3. No rent-free period for fresh leases or term renewals / rollovers of existing leases
4. 0% stabilised vacancy

Estimated full potential NOI for FY 2024 is approximately INR 5,171 million



**Annexure 3: Ownership Structure**



**Notes:**

- By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has merged into Candor Kolkata. The NCLT has approved the scheme by way of its order dated 8 August 2019 and has approved the application for rectification of the aforesaid order by way of its order dated 14 November 2019. The scheme has been made effective from May 4 2020 with the approval of the BoA dated 5 March 2020 and ROC, Mumbai dated 4 May 2020
- The Call Option SPVs are proposed to be acquired by the Brookfield India REIT in the future, subsequent to the listing of our units, pursuant to the Call Option Agreements. For further details on the Call Option Agreements, see “Key Terms of the Formation Transactions”







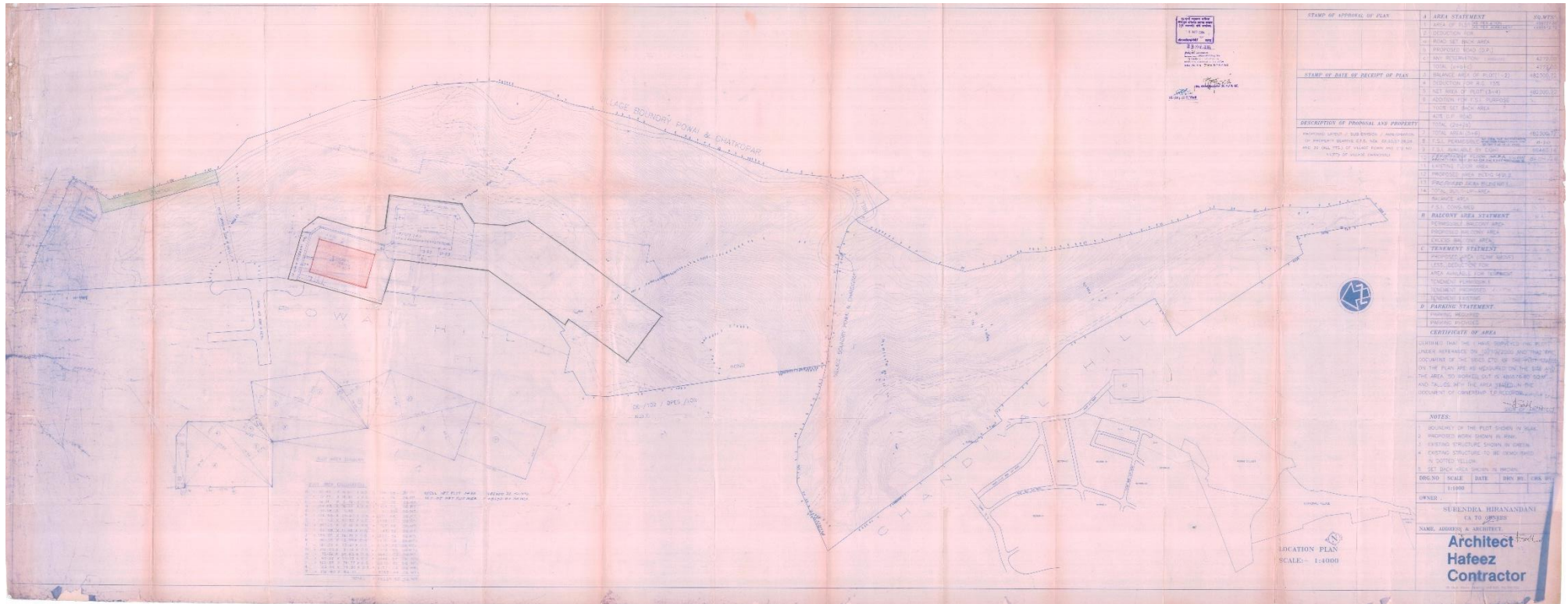






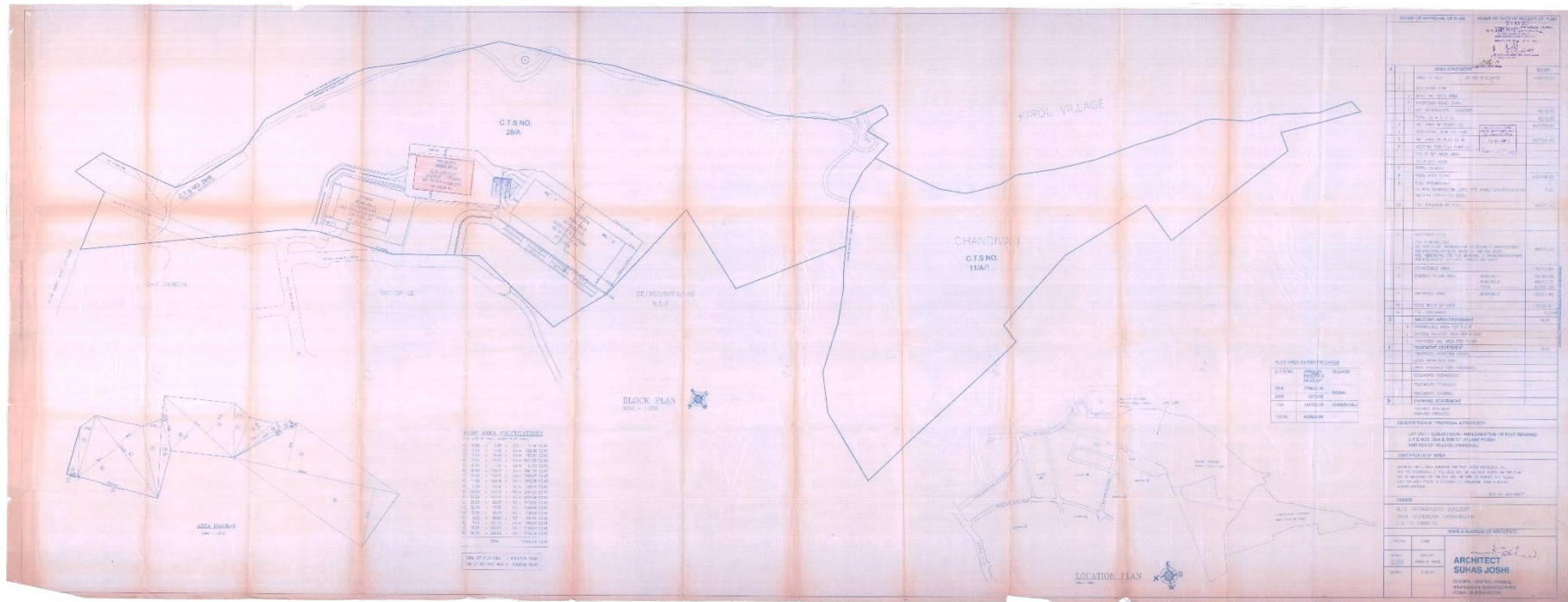


Fairmont





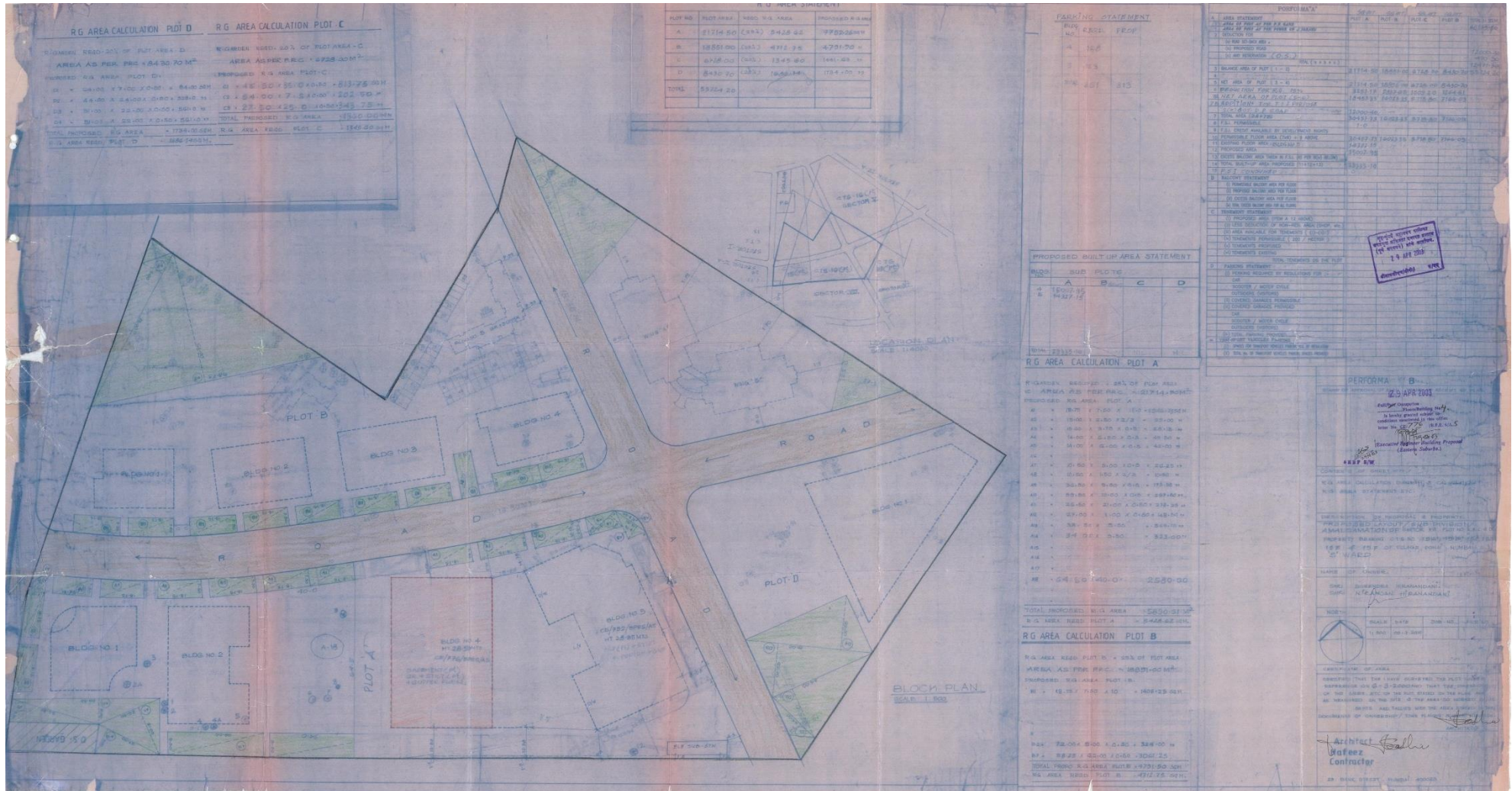
Winchester







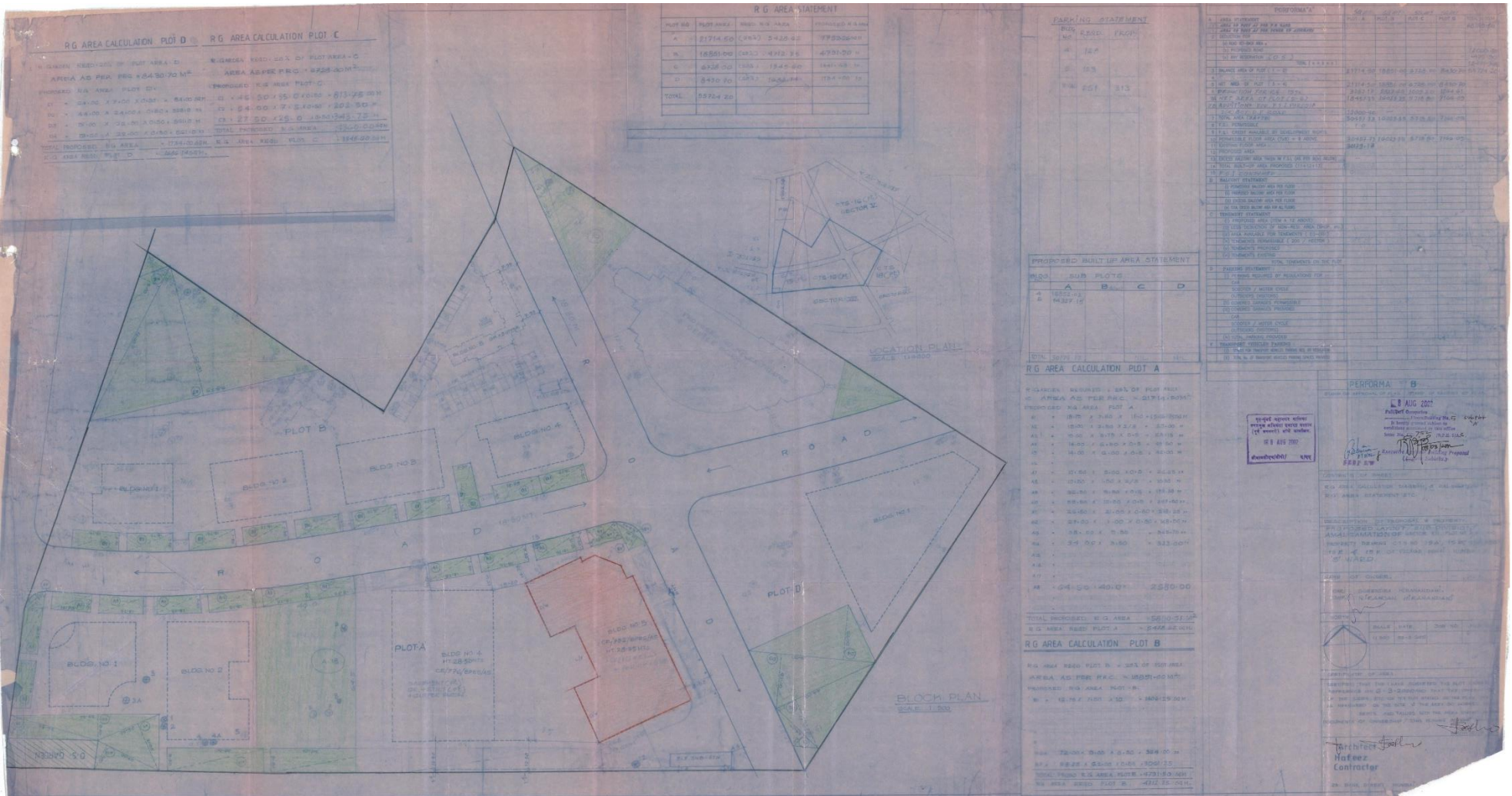
Prudential







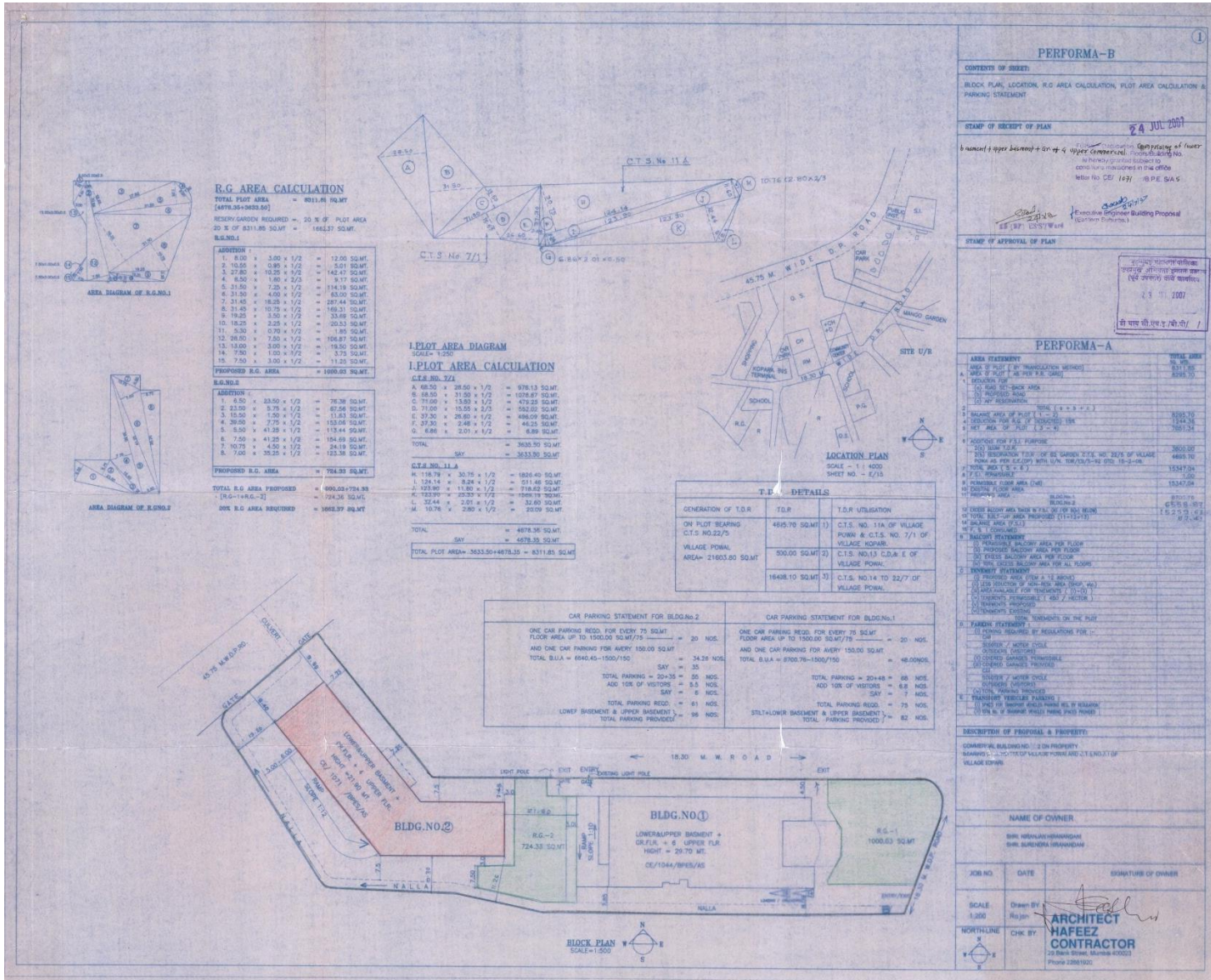
Spectra







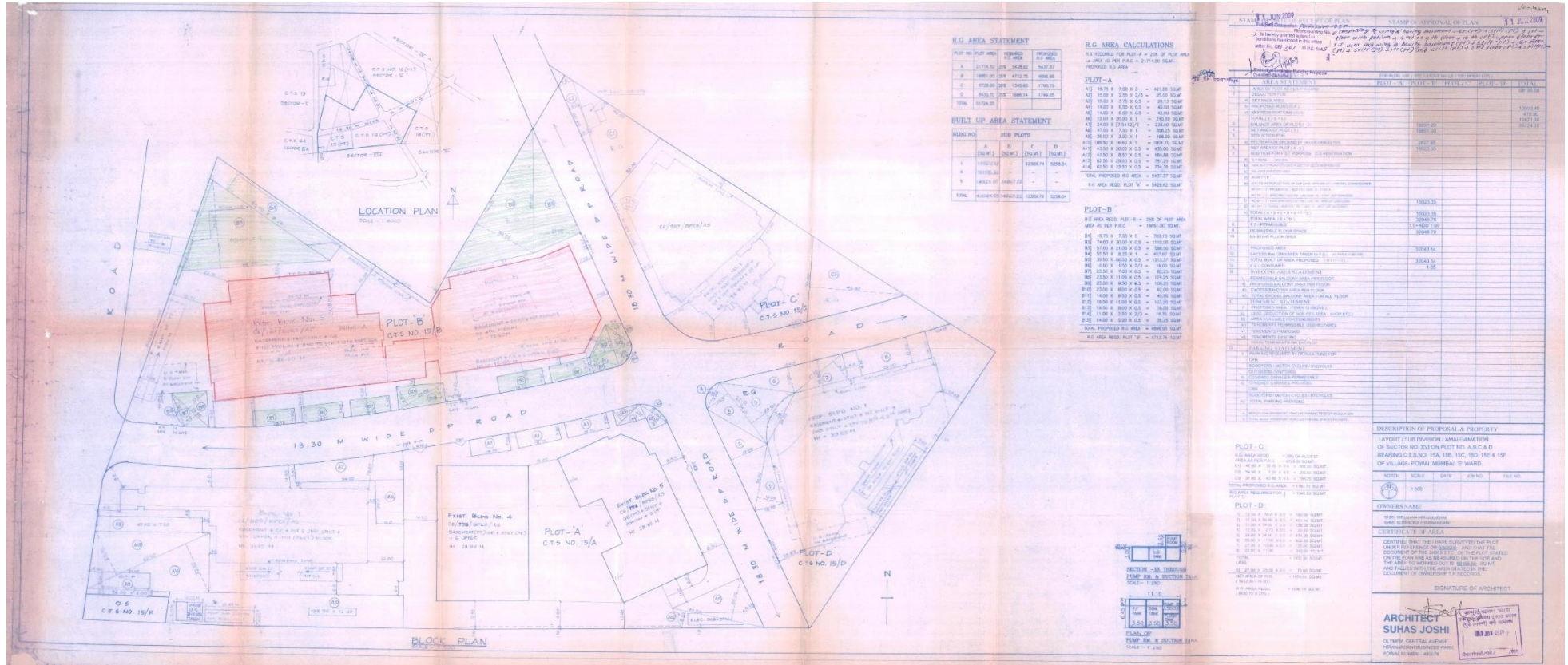
**One Boulevard**







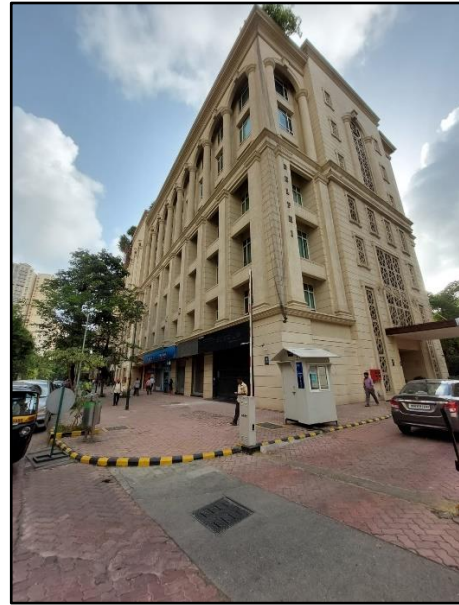
Ventura A



Annexure 5: Property Photographs



View of CRISIL House



View of Delphi



View of Winchester



View of Prudential





View of Fairmont



View of Ventura



View of Alpha



View of Spectra



View of One Boulevard



**Annexure 6: Statement of Assets**

Sr.No.	Equipment Name	Description	Serial No.	Site	Location	Model No.	AMC Vendor Name
1	Water Pump	Domestic Water Pump	A3C4400163/64	Prudential	Pump room	KDS-1085+	
2	Fire Fighting System	Main Fire Hydrant Pump	10216020680	Prudential	Pump room	2183A0440/0100	VL ASTRA
3	Fire Fighting System	Booster Pump with Motor	A3C3300601	Prudential	Terrace	KDS-844++	VL ASTRA
4	Fire Alarm System	Fire Alarm panel	2K150711	Prudential	Electrical Room & Pump Room	CD 32 LC-16 Z.1	Technocrats Security Systems Pvt Ltd.
5	DG	DG	07/1104/00178	Prudential	Podium	PTS/CF31-01	Cummins India Ltd
6	Elevator	Elevator-Passanger	AM402841/AM502858/AM402848/AM402917/AM402847/AM402860	Prudential	Ground to 6th Floor	EM10082-06	Mitsubishi Elevator India Pvt Ltd
7	Electrical Panel	Change Over Switch Metering Panel	SC002421	Prudential	Pump room		Konkan Electric
8	Electrical Panel	ATS Panel	NA	Prudential	Pump Room		Konkan Electric
9	Electrical Panel	Common Services Panel	NA	Prudential	Meter Room		Konkan Electric
10	HVAC	Vrf System	78P00328	Prudential	202-Credit Suisse	PUCY-P450YKA <G>	DLS Aircon
11	HVAC	Vrf System	78P00248	Prudential	202-Credit Suisse	PUCY-P350YKA <G>	DLS Aircon
12	HVAC	Vrf System	78P00260	Prudential	202-Credit Suisse	PUCY-P300YKA <G>	DLS Aircon
13	HVAC	Vrf System	77P00171	Prudential	202-Credit Suisse	PUCY-P500YKA <G>	DLS Aircon
14	HVAC	Vrf System	77P00252	Prudential	202-Credit Suisse	PUCY-P500YKA <G>	DLS Aircon
15	HVAC	Vrf System	17145401	Prudential	202-Credit Suisse	ZDS-150	DLS Aircon
16	HVAC	Vrf System	17145400	Prudential	202-Credit Suisse	ZDS-150	DLS Aircon
17	HVAC	Vrf System	NA	Prudential	202-Credit Suisse		DLS Aircon
18	Water Pump	Flushing Water Pump-1	A20ASK000502	Prudential	Pump Room	KDS 1040+, 10 hp, 3 phase	
19	Water Pump	Flushing water Pump-2	A20ASK000499	Prudential	Pump Room	KDS 1040+, 10 hp, 3 phase	
20	Water Pump	Domestic water Pump-2	A20ASK000501	Prudential	Pump Room	KDS 1040+, 10 hp, 3 phase	
21	Domestic water Pump	Water Pump	A20LCW000064	Prudential	Citipark	KDT-1372	
22	Fire Fighting System	Main Fire Hydrant Pump	10216010114	Spectra	Pump room	2182A0010/26.0	VL ASTRA
23	Fire Fighting System	Main Fire Hydrant Jockey Pump	A9F4200866	Spectra	Pump room	KDD-1388+	VL ASTRA
24	Fire Fighting System	Booster Pump with Motor	A2C3300456	Spectra	Terrace	KDS-844++	VL ASTRA
25	Fire Alarm System	Fire Alarm Panel	2K150713	Spectra	Electrical Room & Gym Staircase	CD 32 LC-16 Z.1	Technocrats Security Systems Pvt Ltd.
26	DG	DG	07/1106/00617	Spectra	Podium	PTS/NF18-01	Cummins India Ltd
27	Elevator	Elevator-Passanger	1145399/400/401/1145708	Spectra	Ground to 6th Floor	\$500	SCHINDLER INDIA PRIVATE LIMITED
28	HVAC	Split AC	IDU- 4551295A7LC09844 & ODU- 4512258E18DC02006	Spectra	PM office	123CZA	Gewinner Engineering Technish Private Limited
29	HVAC	Air Conditioner	IDU- 455201A18AC13015 & ODU- 4512265D18D809222	Spectra	CCTV Control Room	183CZA	Gewinner Engineering Technish Private Limited
30	Electrical Panel	Change Over Switch Metering Panel	5463007	Spectra	Pump room	732	Konkan Electric
31	Electrical Panel	ATS Panel	NA	Spectra	Pump room		Konkan Electric
32	Electrical Panel	Common Services Panel	NA	Spectra	Meter Room		Konkan Electric
33	Electrical Panel	ATS Panel	9205236	Spectra	Meter Room	ER300P	Konkan Electric
34	Water Pump	Flushing Water Tank-1	A20AVP000411	Spectra	Pump Room		
35	Water Pump	Flushing Water Tank-2	A20AVP000852	Spectra	Pump Room		
36	Water Pump	Domestic Water Tank-1	A20AVP000588	Spectra	Pump Room		
37	Domestic water Pump	Water Pump	A20LCW000005	Spectra	Citipark	KDT-1372	
65	Fire Fighting System	Main Fire Hydrant Pump	10220090590	Crisil	Pump Room	G21810A530/00	VL ASTRA
66	Fire Fighting System	Main Fire Sprinkler Pump	10220090662	Crisil	Pump Room	G21810A530/00	VL ASTRA
67	Fire Fighting System	Main Fire Hydrant Jockey Pump	18304090068	Crisil	Pump Room	E21110A518/200	VL ASTRA
68	Fire Fighting System	Main Fire Sprinkler Jockey Pump	10304090067	Crisil	Pump Room	E21110A518/200	VL ASTRA
69	Fire Fighting System	Diesel Pump	723009292	Crisil	Pump Room	E21110A527/0200	Omkar FIRE
70	Fire Fighting System	Booster Pump with Motor	NA	Crisil	Terrace		
71	Water Pump	Domestic Water Pump	A0LBHG0043/5	Crisil	Pump Room	KDT -864+	
72	Water Pump	Flushing Water Pump	A0LCW00006 & A9LCWJ0027	Crisil	Pump Room	KDT -1322+	
73	Water Treatment Plant	Pump No.1	1	Crisil	Pump Room	A96568571P11006	
74	Water Treatment Plant	Pump No.2	1	Crisil	Pump Room	A96568571P11009	
75	Water Treatment Plant	Softner	NA	Crisil	Pump Room	IW0808453	
76	Water Treatment Plant	Sand Filter	NA	Crisil	Pump Room	IW1002103	
77	Water Treatment Plant	Carbon Filter	NA	Crisil	Pump Room	IW1002108	
78	Water Treatment Plant	Dosing Pump	NA	Crisil	Pump Room	IMP 1.54	
79	Water Treatment Plant	Dosing Water Tank	NA	Crisil	Pump Room		
80	UPS	UPS	X021010200020	Crisil	Meter Room	MPS-20000	Accutech Power Solutions
81	Elevator	Elevator-Passanger	SAB309D43-06/SAB309D24-01/SAB309D43-04/SAB309D24-02/SAB309I02-01/SAB309A43-03	Crisil	Basement to 9th floor	SCH-100PLUS	SCHINDLER INDIA PRIVATE LIMITED
82	Elevator	Elevator-Service	SAB309052 - 01 - 5	Crisil	Basement to 9th floor	SCH-100PLUS	SCHINDLER INDIA PRIVATE LIMITED
83	Electrical Panel	Changeover Panel (Fire & Ventilation)	9204978	Crisil	Meter Room		Konkan Electric
84	Electrical Panel	Common Services Panel	2274-07/2009	Crisil	Meter Room		Konkan Electric
85	Split AC	Split AC	BI-FS3118AATU/BO-FS3118AATU	Crisil	BMS Room	FS3118AATU	Gewinner Engineering Technish Private Limited
86	Fire Fighting System	Main Fire Hydrant Pump	1782308120	Ventura	Pump Room-1	218988230/0080	VL ASTRA
87	Fire Fighting System	Main Fire Sprinkler Pump	1782308004	Ventura	Pump Room-1	2189A9950/0080	VL ASTRA
88	Fire Fighting System	Jockey Pump with Motor	18304080169	Ventura	Pump Room-1	2189A8820/0180	VL ASTRA
89	Fire Fighting System	Diesel Pump	1723008495	Ventura	Pump Room-1	2189A8560/0070	Omkar FIRE
90	Fire Fighting System	Booster Pump with Motor	NA	Ventura	Terrace	KDS 844++	VL ASTRA
91	Water Pump	Domestic Water Pump (HYD)	A9LFE00017	Ventura	Pump Room-1	KDT-2095+	GRUNDFOS PUMPS INDIA PRIVATE LIMITED
92	Water Pump	Flushing Water Pump (HYD)	A9LFE00008	Ventura	Pump Room-1	KDT-2095+	GRUNDFOS PUMPS INDIA PRIVATE LIMITED
93	Water Pump	Raw Water Pump	A9A1G11395	Ventura	Pump Room-1	KDS-325++	GRUNDFOS PUMPS INDIA PRIVATE LIMITED
94	UPS	UPS	NA	Ventura	BMS Room	GSTMT+1KL	
95	Inverter	Inverter	NA	Ventura	Meter Room-2	MPS 20000	
96	HVAC	Air Conditioner	IDU-4552201A18AC13838 & ODU-4512265D18D809196	Ventura	Helpdesk	183CZA	
97	DOL Startrer	DOL Startrer	3TH42-90-0A	Ventura	Pump Room-1		
98	DG	DG	07/0905/00419	Ventura	Podium	PTS/KF14-01	Cummins India Ltd
99	Elevator	Elevator-Passanger-High Rise	102110619/20/21/22/23	Ventura	Basement to 10th Floor		Kone Elevators India Pvt Ltd
100	Elevator	Elevator-Passanger-Low Rise	102111626/27/102932694/96/97/99	Ventura	Basement to 5th Floor		Kone Elevators India Pvt Ltd
101	Elevator	Elevator-Service	103039012/13	Ventura	Basement to 9th Floor		Kone Elevators India Pvt Ltd
102	Elevator	Elevator-Studio- Nitin Desai	NA	Ventura	Basement to 2nd Floor		Kone Elevators India Pvt Ltd
103	Elevator	Elevator- Harris Bar & Sigr	NA	Ventura	Ground to 2nd Floor		Kone Elevators India Pvt Ltd
104	Electrical Panel	Emergency Lighting Panel	NA	Ventura	Meter Room-2		Konkan Electric
105	Electrical Panel	Common Services Panel	NA	Ventura	Meter Room-2		Konkan Electric
106	Electrical Panel	Changeover & Metering Panel (Fire Pump)	8266371	Ventura	Meter Room-2		Konkan Electric



Sr.No.	Equipment Name	Description	Serial No.	Site	Location	Model No.	AMC Vendor Name
107	Electrical Panel	Changeover & Metering Panel (Common Service)	8266299	Ventura	Meter Room-2		Konkan Electric
108	Electrical Panel	Common Services Panel	NA	Ventura	Meter Room-2		Konkan Electric
109	Water pumps	Flushing pump water level controller	NA	Ventura	Pump room 1		GRUNDFOS PUMPS INDIA PRIVATE LIMITED
110	1.5 Ton Ac indoor unit	split Ac for cooling purpose of PA rack	9030193	Ventura	BMS room	FTL50TV16U3	Gewinner Engineering Technish Private Limited
111	1.5 Ton Ac outdoor unit	split Ac for cooling purpose of PA rack	9030193	Ventura	BMS room	RL50TV16U3	Gewinner Engineering Technish Private Limited
112	1.5 Ton Ac indoor unit	split Ac for cooling purpose of PA rack	4552201A18Ac13838	Ventura	BMS room	Voltas EU183CZA	Gewinner Engineering Technish Private Limited
113	1.5 Ton Ac outdoor unit	split Ac for cooling purpose of PA rack	4512265C57925KH1	Ventura	BMS room	Voltas EU183CZA	Gewinner Engineering Technish Private Limited
114	HVAC	Air Conditioner	NA	Delphi	A Wing 303-304		Gewinner Engineering Technish Private Limited
115	HVAC	Air Conditioner	NA	Delphi	A Wing 303-304		Gewinner Engineering Technish Private Limited
116	HVAC	Air Conditioner	NA	Delphi	A Wing 303-304		Gewinner Engineering Technish Private Limited
117	HVAC	Air Conditioner	NA	Delphi	A Wing 303-304		Gewinner Engineering Technish Private Limited
118	HVAC	Air Conditioner	NA	Delphi	A Wing 303-304		Gewinner Engineering Technish Private Limited
119	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
120	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
121	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
122	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
123	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
124	HVAC	Air Conditioner	NA	Delphi	B Wing 304 & C Wing 301		Gewinner Engineering Technish Private Limited
125	HVAC	Air Conditioner	NA	Delphi	C Wing 402-404		Gewinner Engineering Technish Private Limited
126	HVAC	Air Conditioner	NA	Delphi	C Wing 402-404		Gewinner Engineering Technish Private Limited
127	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
128	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
129	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
130	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
131	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
132	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
133	HVAC	Air Conditioner	NA	Delphi	A Wing 203-204		Gewinner Engineering Technish Private Limited
134	HVAC	Air Conditioner	NA	Delphi	BMS Room		Gewinner Engineering Technish Private Limited
135	HVAC	Split AC	IDU-4552201A18AC11390 & ODU-4512265D18DB09237	Delphi	PM office	183CZA	Gewinner Engineering Technish Private Limited
136	Fire Fighting System	Main Fire Hydrant Pump	10216040036	Delphi	Pump Room	2184A253W	VL ASTRA
137	Fire Fighting System	Main Fire Hydrant Jockey Pump	A7F4200015	Delphi	Pump Room	KDT1388+	VL ASTRA
138	Fire Fighting System	Main Fire Sprinkler Pump	10215040112	Delphi	Pump Room	2184A275W	VL ASTRA
139	Fire Fighting System	Main Fire Sprinkler Jockey Pump	ASC2500659	Delphi	Pump Room	KDT550+	VL ASTRA
140	Fire Fighting System	Booster Pump with Motor	A5C33051L4,ASC330006G,ASC33000011	Delphi	Terrace	KTS 844++	VL ASTRA
141	Sewage Treatment Plant	Sludge Recirculation Pump	AA0600142	Delphi	Near Exit Gate	KDS338+	
142	Sewage Treatment Plant	Dosing Pump	43467	Delphi	Near Exit Gate	V-12	
143	Sewage Treatment Plant	Sewage Treatment Plant	NA	Delphi	Near Exit Gate		
144	Sewage Treatment Plant	Priming Tank	NA	Delphi	Near Exit Gate		
145	PA System	Amplifier	1130713914, 1131214376, 1121212805	Delphi	BMS Room	LBB1938/00	Power Span Engineer (Honeywell)
146	E&M	Pump	A30A0V000420	Delphi	Common Area	KDS-844++	
147	E&M	Pump	A30A5K000737	Delphi	Common Area	KDS-1040+	
148	E&M	Pump	A19AVP000883	Delphi	Common Area	KDS-1348+	
149	UPS	UPS	Q193014679	Delphi	BMS Room	ITXS2PRO	Socomech Innovative Power Solutions
150	DG	DG	25301257	Delphi	B-Kensington wing Basement	KTA-19-G9.600	Cummins India Ltd
151	Fire Alarm System	Fire Alarm Panel	Y084500559746282	Delphi	BMS Room	BC8002A	Technocrats Security Systems (Siemens System)
152	Fire Alarm System	Fire Alarm Panel	NA	Delphi	BMS Room	CD32LC - 10 Zone	Technocrats Security Systems (Siemens System)
153	Elevator	Elevator-Passanger	UCS0692/93/94/95/96/97	Delphi	Basement to 7th floor		CITY ELEVATORS
154	Elevator	Elevator-Passanger	1013989331/101480503	Delphi	B Wing- Ground to 3rd floor		Kone Elevators India Pvt Ltd
155	Elevator	Elevator-Passanger	101419454/10148518	Delphi	Basement to 7th floor		CITY ELEVATORS
156	Water Pump	Flushing Water Pump	NA	Delphi	Water Pump Room	KDT864+	
157	Water Pump	Domestic Water Pump	NA	Delphi	Water Pump Room	KDT864+	
158	Electrical Panel	Changeover Switch Metering Panel	732-80	Delphi	Pump Room	732	Konkan Electric
159	Electrical Panel	ChangeOver Panel- Fire Pump Panel	73290	Delphi	Pump Room		Konkan Electric
160	Electrical Panel	Common Services Panel	NA	Delphi	Meter Room 'C' Wing		Konkan Electric
161	Electrical Panel	Common Services Panel	NA	Delphi	Meter Room 'A' & 'B' Wing		Konkan Electric
162	FAS system	Main Panel	NA	One Boulevard	Main Lobby		Power Span Engineer
163	Pump	Raw Sewage Pump	E19WPY9000421	One Boulevard	Main Gate sewage		
164	Air Conditioning system	AC	OTCSF01189, IDU-IABRF00684	One Boulevard	Main Lobby	DSA/02/Ri	Gewinner Engineering Technish Private Limited
165	Fire Fighting System	Main Fire Hydrant Pump	10220060380	One Boulevard	Pump Room	21865370W	VL ASTRA
166	Fire Fighting System	Main Fire Sprinkler Pump	10220060380	One Boulevard	Pump Room	21865370W	VL ASTRA
167	Fire Fighting System	Jockey Pump with Motor	A7L1CGA0260	One Boulevard	Pump Room	KDT-1078+	VL ASTRA
168	Fire Fighting System	Booster Pump with Motor	A8A0V00001	One Boulevard	Terrace	KDS-844++	VL ASTRA
169	Fire Alarm System	Fire Alarm Panel	NA	One Boulevard	PM office		Power Span Engineer
170	Water Pump	Domestic Water Pump	A806001214	One Boulevard	Pump Room	KDS-550++	
171	Water Pump	Flushing Water Pump	A7APK00574	One Boulevard	Pump Room	KDS-852++	
172	DOL Starter	DOL Starter	3TH42-90-0A	One Boulevard	Pump Room		
173	DG	DG	NAL/MOEF/POWER/CA/CA-F18/2005/042	One Boulevard	Main Gate	PTS/CF27-01	Cummins India Ltd
174	Elevator	Elevator-Passanger	06MP0092/93/07MP0325	One Boulevard	All Floors		CITY ELEVATORS
175	HVAC	Air Handling Unit	HPS/07/80 to 83/07-08	One Boulevard	Basement Parking	HPS 190	
176	Electrical Panel	Air Handling Unit Panel	NA	One Boulevard	Basement Parking	HPS 190	Konkan Electric
177	Electrical Panel	Common Services Panel	NA	One Boulevard	Meter Room		Konkan Electric
178	Electrical Panel	Changeover Panel (Fire Panel & Common services on DG)	NA	One Boulevard	Meter Room		Konkan Electric
179	Pump	Raw Sewage Pump	E19WPY9000421	One Boulevard	Main Gate sewage		
180	Air Conditioning system	AC	OTCSF01189, IDU-IABRF00684	One Boulevard	Main Lobby	DSA/02/Ri	Gewinner Engineering Technish Private Limited
181	HVAC	Air Conditioner	NA	Winchester	202-203		Gewinner Engineering Technish Private Limited
182	HVAC	Air Conditioner	NA	Winchester	202-203		Gewinner Engineering Technish Private Limited
183	HVAC	Air Conditioner	NA	Winchester	202-203		Gewinner Engineering Technish Private Limited
184	HVAC	Air Conditioner	NA	Winchester	202-203		Gewinner Engineering Technish Private Limited
185	HVAC	Air Conditioner	NA	Winchester	202-203		Gewinner Engineering Technish Private Limited





Sr.No.	Equipment Name	Description	Serial No.	Site	Location	Model No.	AMC Vendor Name
186	HVAC	Air Conditioner	NA	Winchester	Multiple		Allied Aero Systems Pvt Ltd.
187	Fire Fighting System	Main Fire Hydrant Pump	1782705003	Winchester	Pump Room	CPHM 100132	VL ASTRA
188	Fire Fighting System	Main Fire Sprinkler Pump	1782705117	Winchester	Pump Room	CPHM 100132	VL ASTRA
189	Fire Fighting System	Jockey Pump with Motor	18304050039	Winchester	Pump Room	Y21A6A036C/0200	VL ASTRA
190	Fire Fighting System	Diesel Pump	1786105025	Winchester	Pump Room	21ASA026L/0100	Omkar FIRE
191	Plumbing System	Hydropneumatic System	12 20 05 0002	Winchester	Pump Room	Gumusova 81850	KBK Water Boosting Ltd.
192	Fire Fighting System	Booster Pump with Motor	A6G520001	Winchester	Terrace	KDS-844+	VL ASTRA
193	Water Pump	Low Zone Flushing Pump Motor (HYD)	85805902	Winchester	Pump Room	MG 90L A2-24E T1-15c	KBK Water Boosting Ltd.
194	Water Pump	Low Zone Flushing Pump (HYD)	NA	Winchester	Pump Room	A95517045P1051	KBK Water Boosting Ltd.
195	Water Pump	High Zone Flushing Pump Motor (HYD)	85805908	Winchester	Pump Room	MG 90L A2-24E T1-15c	KBK Water Boosting Ltd.
196	Water Pump	High Zone Flushing Pump (HYD)	NA	Winchester	Pump Room	A96517050P1512	KBK Water Boosting Ltd.
197	Water Pump	Low Zone Domestic Pump (HYD)	A96122012P20311	Winchester	Pump Room	CR32-4-2	KBK Water Boosting Ltd.
198	Water Pump	High Zone Domestic Pump (HYD)	A96548492P20511	Winchester	Pump Room	CR32-5	KBK Water Boosting Ltd.
199	Fire Alarm System	Fire Alarm panel	315-033008-8	Winchester		CABZ-BD	Siemens
200	DG	DG	5205328	Winchester	Assembly Area		Cummins India Ltd
201	DG	DG	25326735	Winchester	Assembly Area	KTA-19-G9	Cummins India Ltd
202	Electrical Panel	Emergency Lighting panel	NA	Winchester	Meter Room No. 1		Konkan Electric
203	Electrical Panel	Common Lighting Panel	NA	Winchester	Meter Room No. 1		Konkan Electric
204	Electrical Panel	Common Services Panel	NA	Winchester	Meter Room No. 1		Konkan Electric
205	Electrical Panel	Common Lighting Panel	NA	Winchester	Meter Room No. 2		Konkan Electric
206	Elevator	Elevator Supervisory Panel	NA	Winchester	BMS Room		Mitsubishi Elevator India Pvt Ltd
207	Elevator	Elevator-Passanger	AM804285,AM204335,AM804302,AM204340,AM204333	Winchester	P2 to 6th floor & Terrace	EM10252-13	Mitsubishi Elevator India Pvt Ltd
208	Elevator	Elevator-Passanger	AM204330,AM404311,AM804265,AM804290,AM404313,AM205382	Winchester	Ground Floor & 7th floor to Terrace	EM10252-13	Mitsubishi Elevator India Pvt Ltd
209	Elevator	Elevator-Service	AM2051K218,AM2054K325	Winchester	P3 to Terrace	EM10252-13	Mitsubishi Elevator India Pvt Ltd
210	1500KVA Transformer			Winchester	Transformer room	Order/contract no-LO/No-CPO5SGP/MDA-01 dt11/05/2005	
211	01KVA UPS	UPS BMS	NA	Winchester	BMS room		Accutech Power Solutions
212	20KVA UPS	UPS Common lighting	NA	Winchester	UPS room		Socomech Innovative Power Solutions
213	HVAC	Split AC	IDU-4552201A17LC05618 & ODU-4512258E18DC01885	Alpha	PM office	123CZA	Gewinner Engineering Technish Private Limited
214	HVAC	Air Conditioner	NA	Alpha	102		Gewinner Engineering Technish Private Limited
215	HVAC	Air Conditioner	NA	Alpha	102		Gewinner Engineering Technish Private Limited
216	HVAC	Air Conditioner	NA	Alpha	102		Gewinner Engineering Technish Private Limited
217	HVAC	Air Conditioner	NA	Alpha	102		Gewinner Engineering Technish Private Limited
218	HVAC	Air Conditioner	NA	Alpha			Gewinner Engineering Technish Private Limited
219	HVAC	Air Conditioner	NA	Alpha	501		Gewinner Engineering Technish Private Limited
220	HVAC	Air Conditioner	NA	Alpha	501		Gewinner Engineering Technish Private Limited
221	HVAC	Air Conditioner	NA	Alpha	501		Gewinner Engineering Technish Private Limited
222	HVAC	Air Conditioner	NA	Alpha	501		Gewinner Engineering Technish Private Limited
223	HVAC	Air Conditioner	NA	Alpha	501		Gewinner Engineering Technish Private Limited
224	Fire Fighting System	Main Fire Hydrant Motor	HIG27-10	Alpha	Pump room	SA200L	VL ASTRA
225	Fire Fighting System	Main Fire Hydrant Pump	10220010024	Alpha	Pump room	2181A0134	VL ASTRA
226	Fire Fighting System	Jockey Pump with Motor	A1F5200091	Alpha	Pump room	KDT-1598+	VL ASTRA
227	Fire Fighting System	Booster Pump with Motor	A1C4200572	Alpha	Terrace	KDS-1040+	VL ASTRA
228	Water Pump	Domestic Water Pump	A1F4100822	Alpha	Pump Room	KDT-1372+	
229	Water Pump	Flushing Water Pump	A1F4100011	Alpha	Water Pump room	KDT-1372+	
230	Fire Alarm System	Fire Alarm panel	2K101226	Alpha	Main Lobby	CD-32-1C-162	Technocrats Security Systems Pvt Ltd.
231	Electrical Panel	Common Services Panel	NA	Alpha	Meter Room		Konkan Electric
232	Electrical Panel	Changeover & Metering Panel	NA	Alpha	Pump room		Konkan Electric
233	Electrical Panel	Fire Fighting Panel	NA	Alpha	Pump room		Konkan Electric
234	Electrical Panel	Fire Fighting Equipment panel	NA	Alpha	Pump room		Konkan Electric
235	Elevator	Elevator-Passanger	1153707/8/9	Alpha	Basement to 11th Floor	160 4K-176	SCHINDLER INDIA PRIVATE LIMITED
236	Elevator	Elevator		Alpha	Main lobby		SCHINDLER INDIA PRIVATE LIMITED
237	Elevator	Elevator		Alpha	Main lobby		SCHINDLER INDIA PRIVATE LIMITED
238	Elevator	Elevator		Alpha	Main lobby		SCHINDLER INDIA PRIVATE LIMITED
239	UPS System	UPS	Q193/4701	Alpha	UPS system	10KVA	Socomech Innovative Power Solutions
240	DG	DG	36164	Winchester	DG area	VTA-2B-G5-1	Cummins India Ltd
241	DG	DG	501305	Winchester	DG area	800DFHD	Cummins India Ltd
242	DG	DG	600450	Winchester	DG area	800DFHD	Cummins India Ltd
243	Fire Fighting System	Main Fire Hydrant Pump	10216030132	Fairmont	Pump Room	2184A123W/1400	VL ASTRA
244	Fire Fighting System	Main Fire Sprinkler Pump	10215030249	Fairmont	Pump Room	2184A094W/0200	VL ASTRA
245	Fire Alarm System	Fire Alarm Panel	NA	Fairmont	Common Area	3D 32 LC (32zone)	Technocrats Security Systems Pvt Ltd.
246	Water Pump	Domestic Water Pump	A3C4400164	Fairmont	Pump Room	KDS 13724	
247	Water Pump	Flushing Water Pump	A4F4100015/16	Fairmont	Pump Room	KDS4065+	
248	Elevator	Elevator-Passanger	AMX032K084/AM9031964/AMX032K081/AM9031K970/AM9031996/AMX032K112	Fairmont	1st to 6th Floor	EM10135-06	Mitsubishi Elevator India Pvt Ltd
249	Elevator	Elevator-Service	AM3042K454	Fairmont	1st to 6th Floor	EM10135-06	Kone Elevators India Pvt Ltd
250	Elevator	Elevator-Service	NA	Fairmont	1st to 6th Floor		Mitsubishi Elevator India Pvt Ltd
251	DG	DG	25368026 S.O No 3145	Fairmont	Podium	KTA 19-G9	Cummins India Ltd
252	HVAC	Split AC	IDU-4552201A18DB00005 & ODU-4512265D18DB09231	Fairmont	PM office	183CZA	Gewinner Engineering Technish Private Limited
253	Electrical Panel	Common Services panel	NA	Fairmont	Meter room no. 2		Konkan Electric
254	Electrical Panel	ATS Panel	NA	Fairmont	Meter room no. 2		Konkan Electric
255	UPS	Emerson Make	NA	Fairmont	UPS		Konkan Electric
256	PA System	Booster Amplifier	4754302	Fairmont	BMS Room	SPA - 1000	
257	PA System	Mixer Amplifier	4893648	Fairmont	BMS Room	SSA-250	
258	UPS	UPS	Mentioned in Battery tracker list	Fairmont	BMS	7.5Kva	Socomech Innovative Power Solutions
259	Split AC	Split AC		Fairmont	BMS	FTKM35UV16W	Gewinner Engineering Technish Private Limited
260	UPS	UPS	Q193014694	One Boulevard		ITYS2PRO	Socomech Innovative Power Solutions
261	UPS	UPS	Q193014680	Prudential		ITYS2PRO	Socomech
262	UPS	UPS	Q193014693	Spectra		ITYS2PRO	Socomech Innovative Power Solutions
263	UPS	UPS	8362L2003100273	Ventura	--	GXT MT + LB	Accutech Power Solutions
264	UPS	UPS	2M372A2154	Ventura	Ty loan from Kensington	9145	Accutech Power Solutions
265	UPS	UPS	83121010104394	Ventura	--	Libert GXT MT+	Accutech Power Solutions



## **Annexure 7: List of sanctions and approvals**

List of one-time sanctions/approvals which are obtained or pending:

### **Approvals Received**

- a) Amended Plan Approval received from MCGM as on 28 October 2021.
- b) Full Occupancy Certificates received for following buildings
  - a. Alpha
  - b. CRISIL House
  - c. Delphi
  - d. Fairmont
  - e. Winchester
  - f. Ventura A (1<sup>st</sup> to 9<sup>th</sup> Floors)
  - g. Prudential
  - h. Spectra
  - i. One Boulevard
- c) Sewerage Approvals for all buildings and the common campus area
- d) Consent to Establish (CTE)
- e) Environment Clearance Certificate
- f) One-time Fire NOC for the following buildings
  - a. Alpha
  - b. CRISIL House
  - c. Delphi
  - d. Fairmont
  - e. Winchester
  - f. Ventura A
  - g. Prudential
  - h. Spectra
- g) Height clearance NOC from AAI for the following buildings
  - a. Alpha
  - b. CRISIL House
  - c. Delphi
  - d. Fairmont
  - e. Winchester
  - f. Ventura A
  - g. Prudential
  - h. Spectra
- h) Consent to Operate (CTO)
- i) Building Approvals for all existing buildings and amendments thereof
- j) Approved Zoning Plan
- k) Approved Master Plan
- l) Architect's Certificate



## **Annexure 8: Caveats & Limitations**

1. The Valuation Report (hereafter referred to as the “Report”) covers specific markets and situations that are highlighted in the Report based on readily available secondary market information and does not entail any comprehensive analysis of the market and the industry given the nature of the scope of the assignment.
2. The opinions expressed in the Report are subject to the limitations expressed below.
  - a. The valuation method adopted is based on the Valuer’s expertise and knowledge taking into account the generally available market information and considered to be relevant and reasonable at that point of time. The Report and the opinions therein do not constitute any recommendation to **Brookfield India REIT** (or “the Client”) or its affiliates and subsidiaries or its customers or any other party to adopt a particular course of action. The use of the Report at a later date may invalidate the assumptions and bases on which these opinions have been expressed and is not recommended as an input to any financial decision.
  - b. It should be noted that the valuation is based upon the facts and evidence available at the time of conduct of the valuation and applicable on the date of valuation. It is therefore recommended that these valuations be periodically reviewed.
  - c. Changes in socio-economic and political conditions could result in a substantially different situation than those presented herein. The Valuer assumes no responsibility for changes in such external conditions.
  - d. The Valuer has relied on her own macro understanding of the market through readily available information in public domain. Hence, no direct link is sought to be established between the macro-level understandings on the market with the assumptions estimated for the analysis herein.
  - e. The services provided is limited to valuation of the Subject Property primarily comprising Land and Building and any part thereof and does not constitute any audit, survey, due diligence, tax related services or an independent validation of the projections. Accordingly, no opinion has been expressed on the financial information of the business of any party, including the Client and its affiliates and subsidiaries. The Report is prepared solely for the purpose stated and should not be used for any other purpose.
  - f. While the information included in the Report is accurate and reliable to the best of the knowledge of the Valuer, no representations or warranties, expressed or implied, as to the completeness of such information is being made. The Valuer shall not undertake any obligation to update or supplement any information contained in the Report save as provided for in the Agreement.
  - g. Apart from the sources already mentioned in the report, the Valuer has relied on readily available public information for the purpose of preparing this report.
3. The Report reflects matters as they currently exist. Any changes thereon may materially affect the information contained in the Report.
4. All assumptions made in order to determine the valuation of the Subject Property is based on information or opinions as current. In the course of the analysis, the Valuer has relied on information or opinions, both written and verbal, as obtained from the Clients as well as from third parties provided with, including limited



information on the market, financial and operating data, which has been accepted as accurate in bona-fide belief. No responsibility is assumed for technical or specialised information furnished by the third-party organizations, and this is on a bona-fide basis, believed to be reliable.

5. No investigation of the title of the assets has been made and owners' claims to the assets is assumed to be valid unless anything contrary is mentioned in the main report. No consideration is given to liens or encumbrances, which may be against the assets. Therefore, no responsibility is assumed for matters of a legal nature.
6. The Valuer's total aggregate liability to the Client including that of any third-party claims, in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services is limited to an aggregate sum agreed in the LoE. The Valuer shall not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill, in each case whether direct or indirect or consequential or any claims for consequential loss compensation whatsoever which, arise out of or in connection with services provided under this engagement.
7. The Client including its agents, affiliates and employees, must not use, reproduce or divulge to any third party any information it receives from the Valuer for any purpose.
8. This engagement shall be governed by and construed in accordance with Indian laws and any dispute arising out of or in connection with the engagement, including the interpretation thereof, shall be submitted to the exclusive jurisdiction of courts in New Delhi.





**ANVI ADVISORS**  
A Nex-Gen Valuation Intelligence

# BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

Valuation of Nine Buildings of Kairos Property Managers Pvt. Ltd. Located at Powai, Mumbai, Maharashtra (the "Property").

Final Report



Our Ref: IND2200107

16 May 2023

**Brookprop Management Services Private Limited**  
**Unit 1, 4th Floor, Godrej BKC,**  
**Bandra Kurla Complex,**  
**Mumbai, Maharashtra - 400051**

Attn: Mr. Sarthak Patel

**Re: Valuation of Nine Buildings of Kairos Property Managers Pvt. Ltd. Located at Powai, Mumbai for proposed acquisition of 50% stake by Brookfield India REIT (the "Property").**

Dear Sir,

In accordance with our terms of engagement dated **19<sup>th</sup> May 2022**, we attach our report setting out our opinion on the value of "the Property". We confirm that we have carried out an external inspection of the Property, made relevant enquiries and obtained such further information as we consider necessary as to allow us to provide you with our opinion of subject as of 31 March 2023, for acquisition purpose. Please note this report is for your sole use and for the purpose indicated only and no liability to any third party can be accepted for the whole or any part of the contents of the document. It has been informed by the Client that access to this report shall be provided to statutory authorities, appointed third party consultants and/or auditors of the Client. The REIT may disclose the report for any statutory or reporting requirements or include it in stock exchange filings, any transaction document, publicity material, presentations or press releases to the unitholders, or any other document in connection with the proposed acquisition of the property by Brookfield India REIT. The registered valuer and Colliers both consent to provide access to this report but will have no liability to any third party other than the Client. Neither the whole nor any part of this valuation report nor any reference thereto may not be included in any published documents, circular or statement, nor published in any way whatsoever except for purposes mentioned above and/or with the prior written approval of Colliers International (India) Property Services Pvt Ltd (hereinafter referred to as "Colliers") as to the form and context in which it may appear.

Should you have any queries on the content of this report, please contact our Mr. Arvind Rai MRICS at +91 99100 77234, who would be pleased to assist.

Yours faithfully,  
For and on behalf of

**ANVI Technical Advisors India Pvt Ltd, Registered Valuer Entity, IBBI Reg No: IBBI/RV-E/02/2019/101**

**Srinivas MVDS**

Director  
ANVI Technical Advisors India Pvt Ltd

For and on behalf of

**Colliers International (India) Property Services Private Limited**

**Arvind Rai MRICS**

Senior Director- Valuations

**Kumar Abhishek**

Associate Director- Valuations





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### List of Abbreviations

Sq.ft.	Square feet (a measuring unit)
Kms	Kilometers (a measuring unit)
Mn	Million
INR	Indian Rupee
US\$	United State Dollar
DCF	Discounted Cash Flow
DP	Development Planning
EBIDTA	Earnings Before Interest, Depreciation, Taxes & Amortization
FSI	Floor Space Index
FAR	Floor Area Ratio
HABU	Highest and Best Use
PPP	Public Private Partnership
RICS	Royal Institution of Chartered Surveyors
MRICS	Member of Royal Institution of Chartered Surveyors
NH	National Highway
SH	State Highway
U/C	Under Construction
WACC	Weighted Average Cost of Capital
NPV	Net Present Value
IRR	Internal Rate of Return
IT	Information Technology
ITeS	Information Technology Enabled Services
DC	Data Center
CBD	Central Business District
JVLR	Jogeshwari – Vikhroli Link Road

### Unit Conversion

1 Hectare	2.47 acres
1 acre	4046.85 sq. m
1 acre	43560 sq. ft
1 sq. m	10.764 sq. ft



## 1 Executive Summary

<b>Property Address</b>	Nine Buildings located near Hiranandani Gardens, Powai, Mumbai, Maharashtra																																																											
<b>Company holding real estate assets / Registered owner</b>	Kairos Property Managers Private Limited																																																											
<b>Description</b>	The Subject Property comprises of Nine buildings located at Powai. Among the buildings, one "Crisil House" is occupied by a single tenant and the others are occupied by multiple tenants.																																																											
<b>Area Under Valuation</b>	<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Building Name</th> <th>Elevation</th> <th>Total Leasable Area (Sq. ft.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Crisil House</td> <td>B+3S+7</td> <td>2,11,611<sup>@</sup></td> </tr> <tr> <td>2</td> <td>Alpha</td> <td>B+G+11</td> <td>1,09,463</td> </tr> <tr> <td>3-a</td> <td>Delphi A</td> <td>B+G+6</td> <td>52,687</td> </tr> <tr> <td>3-b</td> <td>Delphi B</td> <td>B+G+6</td> <td>2,37,446</td> </tr> <tr> <td>3-c</td> <td>Delphi C</td> <td>B+G+6</td> <td>59,496</td> </tr> <tr> <td>4</td> <td>Fairmont</td> <td>2S+1<sup>st</sup>+5</td> <td>2,84,459</td> </tr> <tr> <td>5</td> <td>One Boulevard</td> <td>2B+G+4</td> <td>1,06,133</td> </tr> <tr> <td>6</td> <td>Prudential</td> <td>B+G+6</td> <td>2,34,229</td> </tr> <tr> <td>7</td> <td>Spectra</td> <td>P+S+G+6</td> <td>1,93,649</td> </tr> <tr> <td>8 a</td> <td>Ventura A- Operational</td> <td>B+G+P+10</td> <td>419,833</td> </tr> <tr> <td>8 b</td> <td>Ventura A- UC</td> <td>-</td> <td>74,668*</td> </tr> <tr> <td>9</td> <td>Winchester</td> <td>B+S+2P+1stF+14</td> <td>7,45,822</td> </tr> <tr> <td colspan="3"><b>Total</b></td> <td><b>27,29,496</b></td> </tr> </tbody> </table>	Sr. No	Building Name	Elevation	Total Leasable Area (Sq. ft.)	1	Crisil House	B+3S+7	2,11,611 <sup>@</sup>	2	Alpha	B+G+11	1,09,463	3-a	Delphi A	B+G+6	52,687	3-b	Delphi B	B+G+6	2,37,446	3-c	Delphi C	B+G+6	59,496	4	Fairmont	2S+1 <sup>st</sup> +5	2,84,459	5	One Boulevard	2B+G+4	1,06,133	6	Prudential	B+G+6	2,34,229	7	Spectra	P+S+G+6	1,93,649	8 a	Ventura A- Operational	B+G+P+10	419,833	8 b	Ventura A- UC	-	74,668*	9	Winchester	B+S+2P+1stF+14	7,45,822	<b>Total</b>			<b>27,29,496</b>	<p>*- 18,322 sq.ft has been pre-leased to Croma and hence we have considered this area as operational for valuation purposes while the remaining area has been considered as under-construction.</p>		
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<b>Tenure of the property</b>	Freehold+ Leasehold																																																											
<b>Purpose of Valuation</b>	For acquisition of 50% stake by Brookfield India REIT																																																											
<b>Valuation Approach</b>	Income Approach- Discounted Cash Flow method																																																											
<b>Date of Site Visit</b>	30 March 2023 (External Drive-by inspection)																																																											
<b>Date of Valuation</b>	31 March 2023																																																											
<b>Market Value of Subject Property- Kairos</b>	<b>INR 68,984 million</b> <b>(INR Sixty-Eight Billion Nine Hundred Eighty-Four Million only)</b>																																																											

<sup>@</sup>- Leasable Area post refurbishment after Oct-24 shall increase to 254,960 sq.ft



## 2 Introduction

### 2.1 Terms of Engagement

On instructions received from **Brookprop Management Services Private Limited** (the "Client") and as agreed in our terms of engagement dated 19 May 2022, we have conducted external drive-by inspection of the property on 30 March 2023 and provided our opinion of the Market Value of the Property (as defined hereinafter) in its existing state, for for the purpose of acquisition of 50% stake by Brookfield India REIT only as at 31<sup>st</sup> March 23. Further, Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the valuation conducted by ANVI in accordance with applicable standards in the valuation report issued by ANVI.

### 2.2 The Property

The Subject Property comprises of Nine buildings located at Powai. Among the buildings, one "Crisil House" is occupied by a single tenant and the others are occupied by multiple tenants. The building wise area breakup is tabulated as below;

Sr. No	Building Name	Elevation	Total Leasable Area (Sq. ft.)	Leased Area (Sq. ft.)	Vacant Area (Sq. ft)
1	Crisil House	B+3S+7	2,11,611 <sup>@</sup>	2,11,611	-
2	Alpha	B+G+11	1,09,463	84,335	25,128
3-a	Delphi A	B+G+6	52,687	45,736	6,951
3-b	Delphi B	B+G+6	2,37,446	2,20,331	17,115
3-c	Delphi C	B+G+6	59,496	59,496	-
4	Fairmont	2S+1 <sup>st</sup> +5	2,84,459	2,84,434	25
5	One Boulevard	2B+G+4	1,06,133	1,06,133	-
6	Prudential	B+G+6	2,34,229	2,12,187	22,042
7	Spectra	P+S+G+6	1,93,649	1,26,253	67,396
8 a	Ventura A - Ready	B+G+P+10	419,833	3,99,510	20,323
9	Winchester	B+S+2P+1stF+14	7,45,822	6,25,596	1,20,226
<b>Total</b>			<b>26,54,829</b>	<b>23,75,623</b>	<b>2,79,206</b>

#### **Under construction**

8 b	Venture A- Under Construction (UC)	-	74,668*	18,322	56,346
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\*18,322 sq.ft has been pre-leased to Croma and hence we have considered this area as operational for valuation purposes while the remaining area has been considered as under-construction.

<sup>@</sup>- Leasable Area post renovation after Oct-24 shall increase to 254,960 sq.ft

### 2.3 Valuation Date

As mandated by the client the date of valuation is 31<sup>st</sup> March 2023. Due to possible changes in market forces and circumstances in relation to the Property, the report can only be regarded as representing our opinion of the value of the Property as at the date of valuation.



## 2.4 Basis of Valuation

Our valuation is provided on the basis of Market Value, which we define as “the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion”.

## 2.5 Valuation Standards Adopted

The valuation report has been carried out in accordance with the Royal Institution of Chartered Surveyors (RICS) Global and India Valuation Professional Standards, incorporating the International Valuation Standard Council (IVSC) valuation standards

ANVI Technical Advisors Pvt Ltd is a Registered Valuer Entity registered under IOVRVF a Registered Valuer Organization (‘RVO’) recognized by IBBI under the Valuer Rules read with section 247 and section 458 of the Companies Act, 2013

## 2.6 Valuer

As per the requirements of law and the SEBI regulations, the valuation has been independently undertaken by **ANVI Technical Advisors India Pvt Ltd**, a registered valuer under the instructions of **Srinivas MVDS**, registered valuer and Director in **ANVI Technical Advisors India Pvt Ltd**. Colliers International (India) Property Services Pvt. Ltd. Has reviewed the assumptions and the methodologies used for the valuation in accordance with applicable standards.

### **Profile of the Company (ANVI Technical Advisors India Pvt Ltd)**

ANVI is the first company in India to get registered with IBBI as a Registered Valuer Entity for Land & Building vide IBBI Registration No. IBBI/RV-E/02/2019/101.

### **Srinivas MVDS (RV - Land & Building, IBBI Reg No. IBBI/RV/02/2018/10035):**

He has more than 14 years of experience in Real Estate Valuations and Construction Industry (more than 11 years in Real Estate Valuations and 3 years in Project Management). He is a Registered Valuer with IBBI (Insolvency & Bankruptcy Board of India in Land & Building vide IBBI Registration No. IBBI/RV/02/2018/10035, IOV (Institution of Valuers) and is a member of Professional Institutions like RICS (Royal Institute of Chartered Surveyors), Chartered Engineer (The Institution of Engineers, India).

**Arvind Rai** has a professional experience of over 12 years in the field Real Estate Valuation. He has a hand-on experience in valuation of all forms of real estate asset classes including residential, commercial, retail, hospitality, industrial, institutional, warehousing etc. primarily in Northern & Western India. Arvind has also the experience of undertaking litigation support cases. Arvind is M. Tech in Planning with specialization in Housing.

**Ajay Sharma**, MRICS, FIV. Ajay holds a bachelor’s in architecture degree and a Post Graduate Diploma in Advanced Construction Management and has over 14 years of real estate consulting and valuation experience across various asset classes. Ajay has provided valuation and advisory services to diverse range of clients in areas of purchase price allocation, (pre and post) accounting related valuations (IFRS, IAS, IndAS), lending-based





valuation, valuations under liquidation and SARFESI and asset monetization related valuations. Further, Ajay has undertaken significant advisory work for Smart City projects, infrastructure projects, business strategies and monetization.

**Kumar Abhishek** is having about 13 years of advisory experience with specialization in valuations of real estate and Plant, Machinery & Equipment (PME), Feasibility study, DPR, TEV and Lenders Engineering. Abhishek has worked extensively on real estate valuation in Western India and PME Valuation across India and overseas. He is a Member of the Royal Institute of Chartered Surveyors (RICS, UK), (Reg. No. - 6731479)

The above-mentioned appraisers and reviewers have accepted instructions to value the Property only for the Client. They have no interest that could reasonably be regarded as being capable of affecting their ability to give an unbiased opinion of the values or that could conflict with a proper valuation of the Property.

## 2.7 Inspection and Investigations

A drive by site inspection of the Property adequate for the purpose of this assessment was carried out by Vivek Jadhav on 30<sup>th</sup> March 2023. The site inspection has been facilitated and Information related to subject property has been provided by client representative.

### **List of Information provided by client's representative.**

A checklist of information required for this valuation assignment was requested to the client's representative, before & after the site inspection.

#### **Information provided by the client representative:**

- Existing rent roll on 31<sup>st</sup> March 2023
- Details of applicable CAM models comprising of CAM charges and CAM Cost
- Capex details for building improvement and capital activities

We confirm that we have made relevant enquiries and obtained such information as we consider necessary to conduct the valuation. All investigations have been conducted independently and without influence from a third party in any way. The information provided in this report has been obtained from the Client, its associates, primary and secondary research, other public information, and Collier's research database. We have not conducted any physical measurement of the property and all areas have been adopted directly from the documents provided by the client's representative.

## 2.8 Caveats and Assumptions

This report is subject to and includes our Standard Caveats and Assumptions as set out in the appendices at the end of this report, as well as our agreed terms of our engagement.

Please note the report is for your sole use and for the purpose indicated only and no liability to any third party can be accepted for the whole or any part of the contents of the document. It has been informed by the Client that access to this report shall be provided to statutory authorities, appointed third party consultants and/or auditors of the Client. The registered valuer and Colliers both consent to provide access to this report but will have no liability to any third party other than the Client. The whole nor any part of the valuation report nor any reference thereto may not be included in any published documents, circular or statement, nor published in any



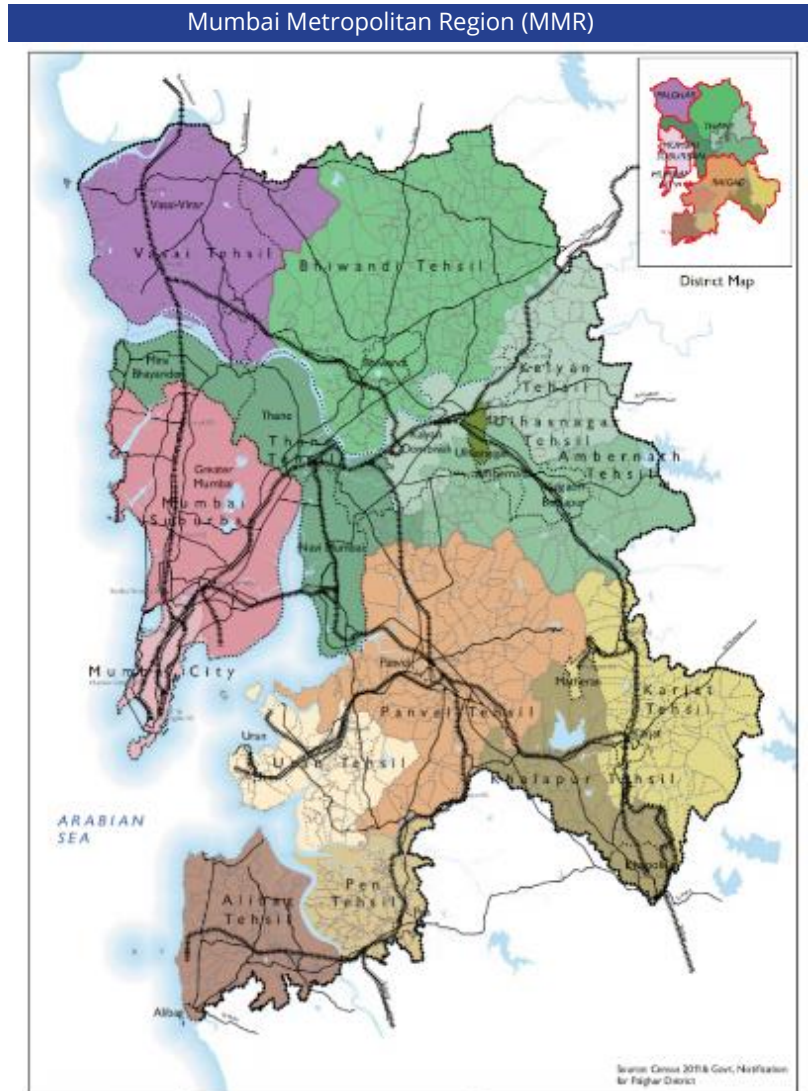
way whatsoever except for the purposes mentioned above and/or with the prior written approval of ANVI Technical Advisors India Pvt Ltd and Colliers as to the form and context in which it may appear.

ANVI Technical Advisors India Pvt Ltd and Colliers shall at all times keep all information relating to this valuation report confidential and not release it to third parties, without the written consent of the client. ANVI Technical Advisors India Pvt Ltd and Colliers further confirm that their directors, employees, associates involved in this engagement shall comply with the Unpublished Price Sensitive Information (“UPS”) framework under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 including its amendments

## 3 City Overview

### 3.1 City Overview – Mumbai and Metropolitan Region

Mumbai, the capital of Maharashtra, is the country's financial capital and its economic nerve center. It is home to 48 billionaires and is ranked eight among world's top 10 cities with the largest number of billionaires. This, along with its tax collections, is a testament to the high earning potential in Mumbai. Mumbai is a multi-functional city, with a vast array of economic opportunities that has resulted in attracting a large migratory population. It is well connected to international nodes via the seaport and airport.



Source: MMRDA

The population of Greater Mumbai (including the notified areas under SPAs), recorded in 2011 Census is 12.48 million as against the 11.97 million in 2001 indicating a net addition of nearly half a million over one decade. The population growth rate of Greater Mumbai has been experiencing a decline since 1961. However, there has been a sharp decline in the last decade (20.68% between 1991-2001 and 3.87% between 2001 - 2011). The Mumbai Metropolitan Region (MMR) spread over 6,328 sq. km. consists of 9 Municipal Corporations viz. Greater Mumbai, Thane, Kalyan-Dombivali, Navi Mumbai, Ulhasnagar, Bhiwandi- Nizamapur, Vasai-Virar, Mira-Bhayandar and Panvel; and 9 Municipal Councils viz. Ambarnath, Kulgaoon-Badalapur, Matheran, Karjat, Khopoli, Pen, Uran,



Alibaug and Palghar, along with more than 1,000 villages in Thane, Raigad and Palghar Districts. MMRDA is responsible for the balanced development of the MMR.

## 3.2 Infrastructure

### 3.2.1 Existing Infrastructure

#### Railways:

With over 7.5 million commuters daily, the Mumbai Suburban Railway is one of the busiest commuter rail systems in the world. The Mumbai local railway network has been split up into three 4 lines:

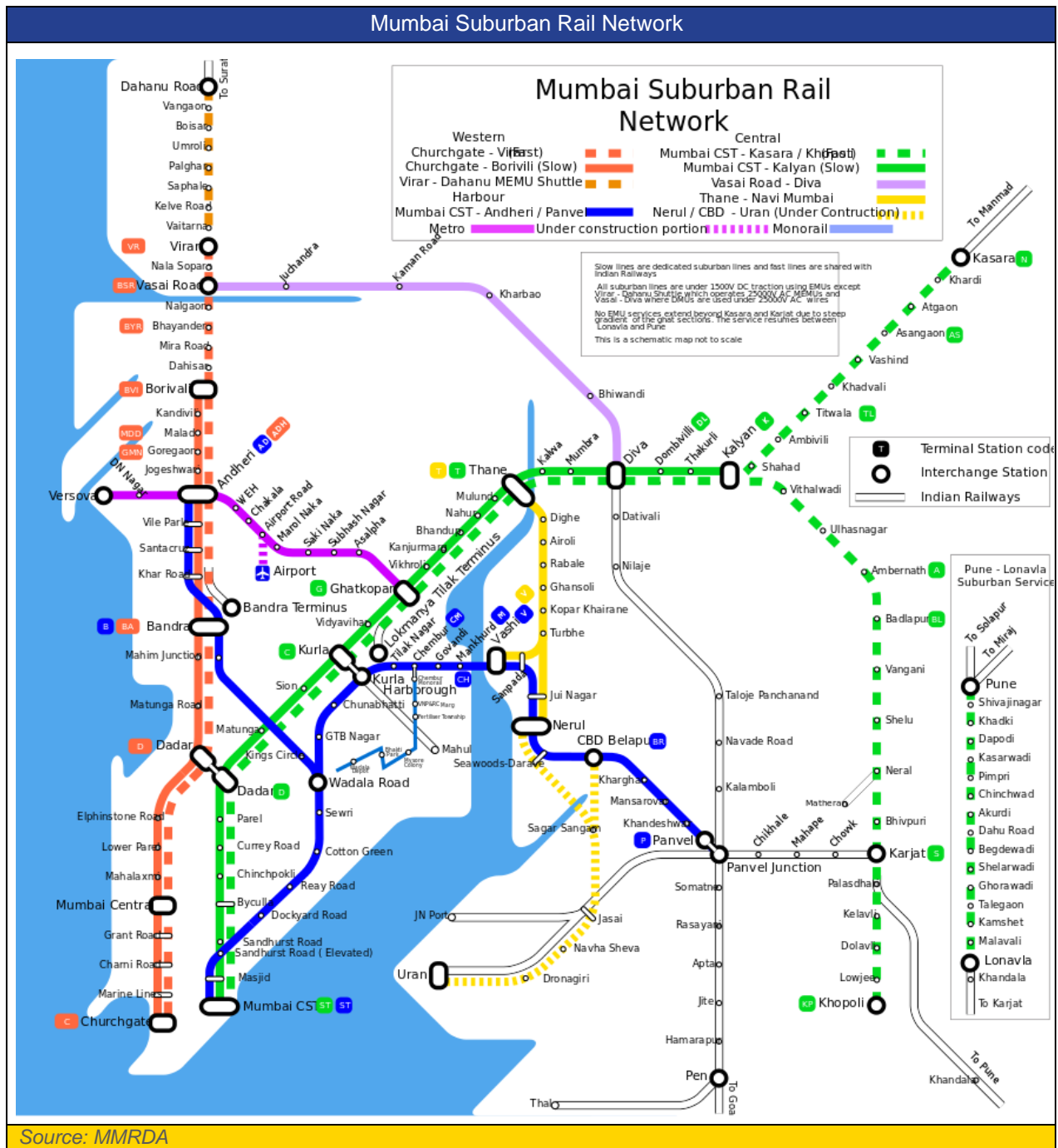
- 1) Western Line - Churchgate – Dahanu Road 123 km. This suburban rail network provides an excellent south-north connectivity of the city with the western suburbs. Separate lines for suburban trains provide excellent connectivity.
- 2) Central Line - Chhatrapati Shivaji Terminus (CST) – Kalyan – Kasara/Khopoli 121 km/115 km. This suburban rail network provides an excellent south-north connectivity of the city with the central suburbs.
- 3) Harbour Line - CST – Vashi – Panvel 49 km. This suburban rail network provides connectivity between Mumbai and Navi Mumbai.
- 4) Trans-Harbour Line Thane – Panvel 49 km. This suburban rail network provides connectivity with the satellite city of Navi Mumbai.

#### Monorail Network

Also run are the 20 km long Monorail network connecting Chembur-Wadala to Sant Gadge Maharaj Chowk. This route has eighteen stations on route and provides connectivity with locations like, BPCL colony, Wadala depot, Antop Hill and Sant Gadge Maharaj Chowk. Both the Phase I (Chembur-Wadala) and Phase II (Wadala- Sant Gadge Maharaj Chowk) became fully operational on 4th March 2019.

#### Metro Rail Network

The original Mumbai Metro master plan is proposed to be completed in 3 phases. The 11.40 km long fully elevated Line 1 of Phase I, connecting Versova-Andheri-Ghatkopar is already operational. Line 1 has a total a total of 12 stations on route and offers connectivity with key locations such as Andheri, Western Express Highway, Airport Road and Marol Naka.

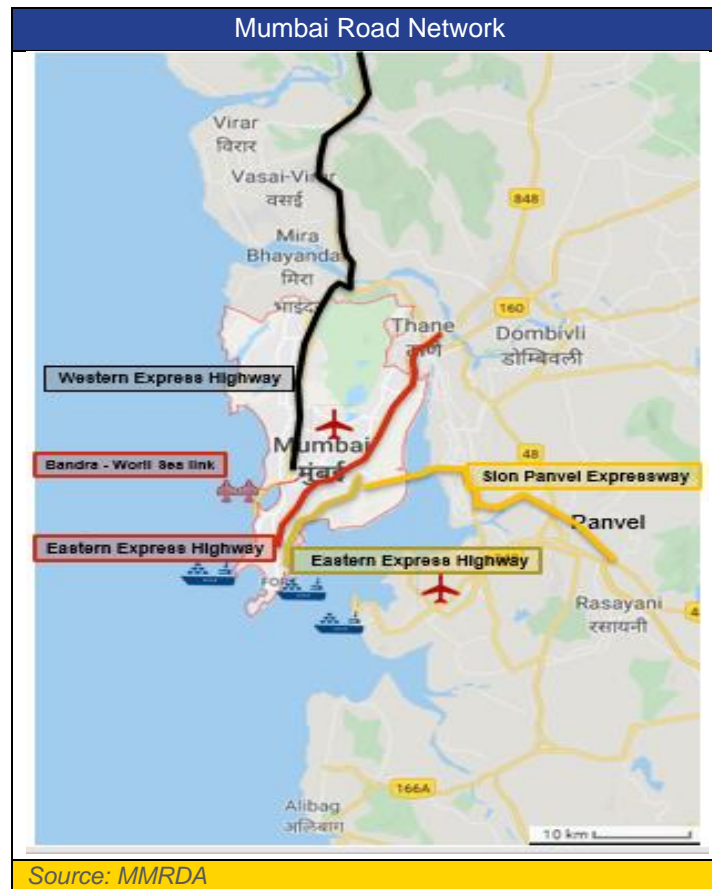


## Road Network

**Bandra - Worli Sea Link** running connects Bandra in the western suburbs of Mumbai with Worli in South Mumbai. It has helped in decongesting the traffic problems at Mahim Junction for those commuting between the suburban locations and the island city. Thus, it has managed to reduce the travel time between the two locations.



**Western Express Highway** extending from Bandra to Dahisar, this eight-lane arterial road has enhanced the south-north connectivity in the city.



**Eastern Express Highway** this six-lane arterial road between Sion and Thane provides the south-north connectivity.

**Sion - Panvel Highway** this eight-lane road has been instrumental in providing the west-east connectivity between Mumbai and Navi Mumbai.

**Eastern Freeway** this four-lane project has enhanced the connectivity of South Mumbai with the eastern suburbs and serves as an important link road running parallel to the Eastern Expressway. The freeway starts at CST, goes up to Anik and further to Pajarpole and Ghatkopar.

**Palm Beach Marg** is about 10 km long, six-laned road that runs parallel to the Mumbai coast. This road stretch is also popular among joggers and runners as it offers great scenic experience. It connects Vashi and Belapur CBD through Sanpada and Nerul.

## Air & Water Network

Chhatrapati Shivaji International Airport (CSIA) is one of India's busiest airports having recorded passenger traffic of 29.07 million (Mn) in 2010-11 with a growth rate of 14%. Currently, CSIA has three domestic terminals at Santacruz and two international terminals at Sahar in operation.

**Ports** - There are two principal ports: Mumbai Port Trust (MbPT) and Jawaharlal Nehru Port Trust (JNPT). JNPT is the country's largest container port. MbPT and JNPT handled 56.18 Mn tonnes and 65.75 Mn tonnes of cargo





traffic respectively in 2011–12. JNPT has a container terminal that has been developed through private investment on a build-operate-transfer (BOT) basis.

### 3.3 Proposed Infrastructure

**Mumbai Trans-Harbor Link (MTHL)** proposed to decongest the City district region by connecting Sewri on the island city side with Chirle on Navi Mumbai side. The project will be implemented on EPC (Design-Build) model with assistance from JICA in form of Official Development Loan. The 21.8 km long, 6-lane freeway grade road bridge is expected to be completed in 4 phases which includes 16.5 km of sea bridge and 5.5 km of viaducts on either end of the bridge. The successful project completion should lead to accelerated development of Navi Mumbai region and rationalization of real estate prices in Greater Mumbai.

**Multi-modal Corridor (Virar – Alibaug)** One of the major recommendations of a Comprehensive Transportation study known as TRANSFORM (TRANSPORTATION Study FOR the region of Mumbai) was ₹100 billion Multi-Modal Corridor. The 79 km long stretch from Virar (Navghar) to Chirner (JNPT) out of total 126 km has been found to be financially feasible and approved by the Authority.

**Mumbai Metro Line-3** (Colaba-Bandra-SEEPZ) The 33.5 km long corridor will comprise of 26 underground and one at grade station. It is estimated to serve 17.0 Lakh passengers daily. Metro Line 3 will be called as “Aqua Line”. The proposed route will connect major business and employment centers such as Nariman Point, Cuffe Parade, Fort, Lower Parel, BKC and SEEPZ/MIDC.

**Mumbai Metro Line-4** (Vadala to Kasarvadavali) Also to be referred as Green Line is a 32.32 km long under construction elevated corridor comprising of 32 stations. Line 4A is 2.7 km long extension of line 4 from Kasarvadavali to Gaimukh with 2 stations.

**Mumbai Metro Line-5** (Thane-Bhiwandi-Kalyan) The 24.95 km long elevated metro line work is at full pace. Upon completion it will be first metro line in the country to pass over a water body. The metro line project has been presumably divided into two phases and intended to get completed by 2025.

**Mumbai Metro Line 6** The 14.47 km long fully elevated track will stretch from Swami Samarth Nagar on the eastern side to Vikhroli and Kanjurmarg on the western end. The metro line will have 13 stations on route and expected to become operational by 2026.

**Mumbai Metro Line-2A and 7** The line 2A corridor (Dahisar East to DN Nagar) is 18.6 km long fully elevated stretch with 17 stations. The line 7 is 16.5 km fully elevated stretch running parallel to western Expressway and covering 13 stations. Both the lines are fully operational since January 2023.

**Mumbai Metro Line-10 and 12** Line 10 is proposed 9.2 km extension of line-4 and 4A with stations extending from Gaimukh to Shivaji Chowk. Line 12 will be a 20.75 km long extension of Line-5 with 17 stations in between.

**Mumbai Coastal Road Project** is a 22.2 km long 8-lane under construction freeway that would run parallel to Mumbai’s western coastline. The estimated 120 bn project will connect marine lines in the South to Kandivali in the North. The road is expected to have 130,000 passenger car units per day. The proposed road is anticipated to reduce travel time between South Mumbai and Western Suburbs. The eight-lane Coastal Road project will be built



in two phases and the entire stretch is expected to become operational by the end of 2023. The Brihanmumbai Municipal Corporation (BMC) has already completed 36% of the total work.

**Navi Mumbai Suburban Train Network Extension (Nerul – Seawoods – Uran)** Currently, the region is connected through the JNPT Road. However, this upcoming suburban train network is likely to enhance connectivity and prove beneficial to residential markets like Ulwe. The construction work is in progress from the Seawoods end and will extend up to Uran.

**Delhi-Mumbai Industrial Road Project** launched in December 2006 with MoU signed between the Government of India and Government of Japan. The entire project implementation will be done in 3 phases. Seven key nodes are being developed in Phase 1 and expected to get completed by 2025 with an estimated investment of 15.5 bn. The proposed road project is expected to cover 24 industrial regions and eight smart cities giving major boost to the industries spread across 1500 km long Western Dedicated Freight corridor.

**Mumbai-Ahmedabad High Speed Rail Corridor** is an under construction 508 km long high-speed rail project connecting country's financial capital with Ahmedabad. It is India's first high speed rail line and will comprise of 12 stations. The estimated cost is 1100 bn with JICA funding 81 percent of the total project cost. Upon completion the 508 km distance is expected to be covered in just two hours. The rail corridor is expected to get completed by October 2027.

#### **Navi Mumbai International Airport**

In the wake of the air travel demand from MMR increasing from 29 mn passengers in 2010–11 to an estimated 119 mn in 2030–31, a second international airport is being developed in Navi Mumbai. While the residential market has witnessed an enormous growth in anticipation of this project, it will provide a major boost to the economy of the Navi Mumbai region with a host of commercial activities that are likely to come up. The project had secured the environmental clearance in November 2010. Phase I is expected to have an annual capacity of 10 mn passengers.

**Dahanu Port** is an estimated 50-60 bn project located 140 km North of Mumbai in Dahanu Taluka of Palghar district. Around 5000 acres of land reclamation from sea is proposed to build the country's first offshore port. The reclamation will happen over five phases. Phase I is expected to become operational by 2025 with 25 mn tonnes of handling capacity.

#### **MMR Commercial Office Space Market**

The MMR (Mumbai Metropolitan Region) commercial office space market refers to the demand, supply, and pricing trends for office spaces in the Mumbai metropolitan area, which includes the city of Mumbai and its surrounding regions. In recent years, the MMR region has emerged as one of the most attractive commercial real estate markets in India. The region is home to several large multinational corporations, leading Indian companies, and startups, all of which require modern, high-quality office spaces to conduct their business operations.

The demand for office spaces in the MMR region is driven by the growth of the IT, BFSI (banking, financial services, and insurance), and other service sectors. Additionally, the government's initiatives to promote Mumbai as a global financial hub have further fueled demand for office spaces.



The supply of commercial office spaces in the MMR region has also increased in recent years, with several developers and real estate firms launching large-scale projects. However, the demand for office spaces has outstripped supply, leading to rising prices in the market.

Despite the COVID-19 pandemic, the MMR commercial office space market has remained resilient, with several companies continuing to lease and purchase office spaces in the region. The shift towards remote work and hybrid work models has also resulted in some changes in the office space requirements of companies, with a greater emphasis on flexible workspaces and collaborative areas. Overall, the MMR commercial office space market is a dynamic and attractive sector for real estate investors, developers, and businesses looking for modern, well-designed office spaces in a thriving metropolitan region

In the first quarter of this year, the gross leasing volume (GLV) for commercial office spaces in the Mumbai Metropolitan Region recorded a drop of 32% from the previous quarter and an 11% drop compared to the same period last year. However, the GLV of 3.05 million square feet (msf) still remains reasonably good when compared to the average quarterly volume of 3.5 msf during the last six quarters until Q4-22, which was the post-Covid office rebound period. Fresh leases accounted for 1.35 msf in the total GLV, with smaller transactions below 50,000 square feet dominating the market. Occupiers from IT-BPM (38%), BFSI (21%), and Professional Services (18%) sectors were active during this quarter. Emerging segments such as Global Capability Centers (GCCs) and flexible workspaces continue to witness traction, and there are enquires that suggest this momentum to persist.

Leasing activity was concentrated in Lower Parel, Malad-Goregaon, and Thane-Belapur Road, which captured almost 60% of the quarterly GLV. The first quarter also recorded net absorption of 0.72 msf, which is lower by 25% compared to the same period last year, although it remains nearly in line with the previous eight-quarter average of 0.83 msf.

#### **Key Statistics –LEASE TRANSACTIONS Q1 2023 in Powai**

<b>Occupier</b>	<b>Building Name</b>	<b>Lease/Sale</b>	<b>Period</b>	<b>Area (in SF)</b>
Marsh McLenna Global	Supreme Business Park	Lease	Q1 2023	121,256
Seraphyq Futureverse Private Limited	Supreme Business Park	Lease	Q1 2023	10,549
Eassy Innovative Services	Lodha Supremus	Lease	Q1 2023	1073
Morgan Stanley	Oberoi Gardens Estate	Lease	Q1 2023	7,498

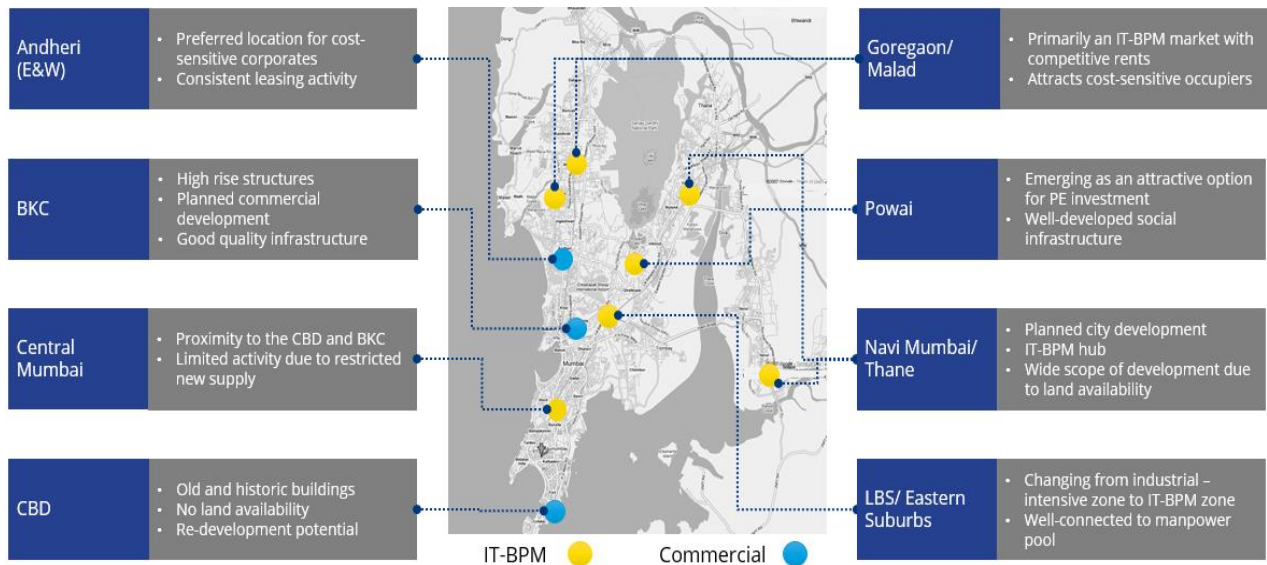
*Source: Colliers Research*



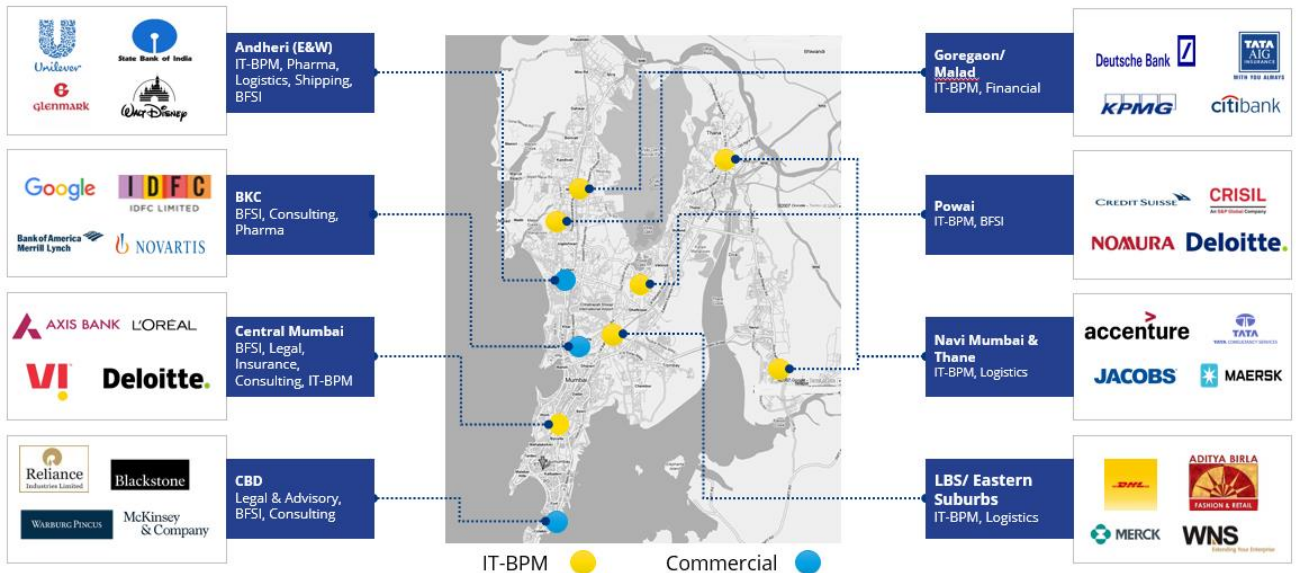
### 3.4 Commercial Market Update

The Mumbai Metropolitan region is divided into 8 Major commercial Hubs based on the type of developments and the tenant profile of the region.

Major Commercial Hubs in the City are as below:



The tenant profile of the hubs is as below:



### City Office Market Landscape - Mumbai

Based on our market research, Q1 2023 has witnessed a gross leasing of 1.0 MSF, a 19% YoY decrease however, the market sentiments remain positive and is the gross leasing is expected to breach last year's mark by the year end. The City has an existing stock (Grade A) of 120.4 MSF with additional upcoming supply of 34 MSF by 2026. Approx. 1.5 MSF of upcoming supply is expected by Q2 2023. Limited new supply of inventory coupled with robust leasing led to an overall drop in vacancy levels from 17.6% to 15.3% between Q4 2022 and Q1 2023. The weighted



average quoted rentals remained stable at INR 140.5 sq. ft./month between Q4 2022 and Q1 2023.



Overall, the city saw a resurgence in gross absorption with market slightly oriented towards the tenant. Navi Mumbai and Central Mumbai remained the most active market, recording almost half share of the total gross absorption owing to which the region is expected to observe sizeable upcoming supply in near future.

### Gross leasing (MSF)

	2016	2017	2018	2019	2020	2021	2022	Q1 2023
India <sup>4</sup>	24.4	30.6	37.7	44.8	30.1	32.9	50.3	10.1
Mumbai	2.5	3.6	5.7	8.6	3.7	4.6	7.1	1.0
Share of Mumbai	10.2%	11.8%	15.1%	19.2%	12.3%	14.0%	14.1%	10.0%

Mumbai noted an average gross leasing of 5.1 MSF from 2016-22

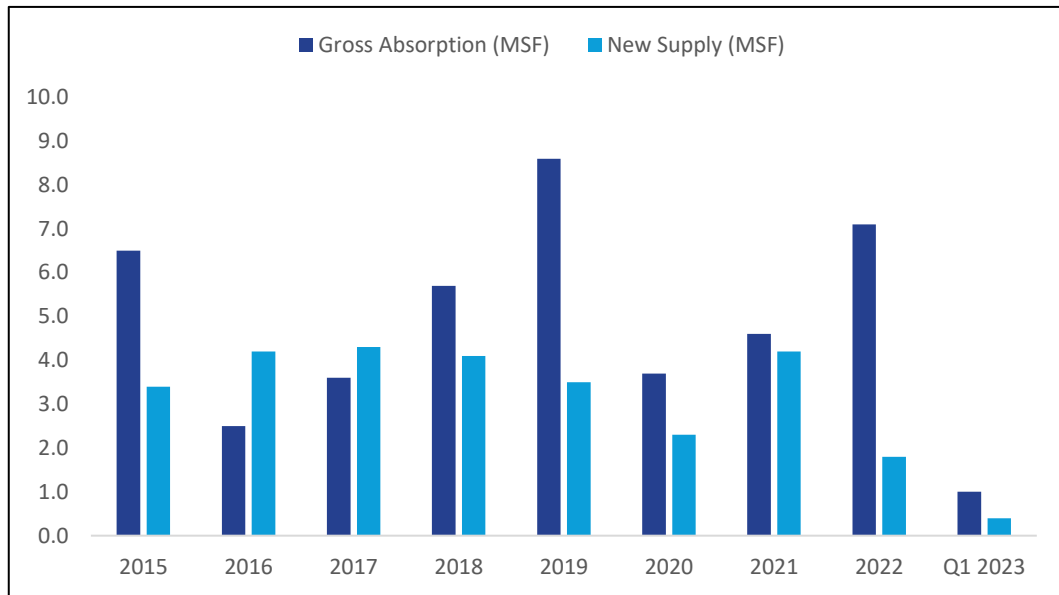
### New Supply (MSF)

	2016	2017	2018	2019	2020	2021	2022	Q1 2023
India <sup>4</sup>	20.5	24.9	35.7	33.4	34.8	34.9	43.0	9.5
Mumbai	4.2	4.3	4.1	3.5	2.3	4.2	1.8	0.4
Share of Mumbai	20.5%	17.3%	11.5%	10.5%	6.6%	12.0%	4.1%	4.2%

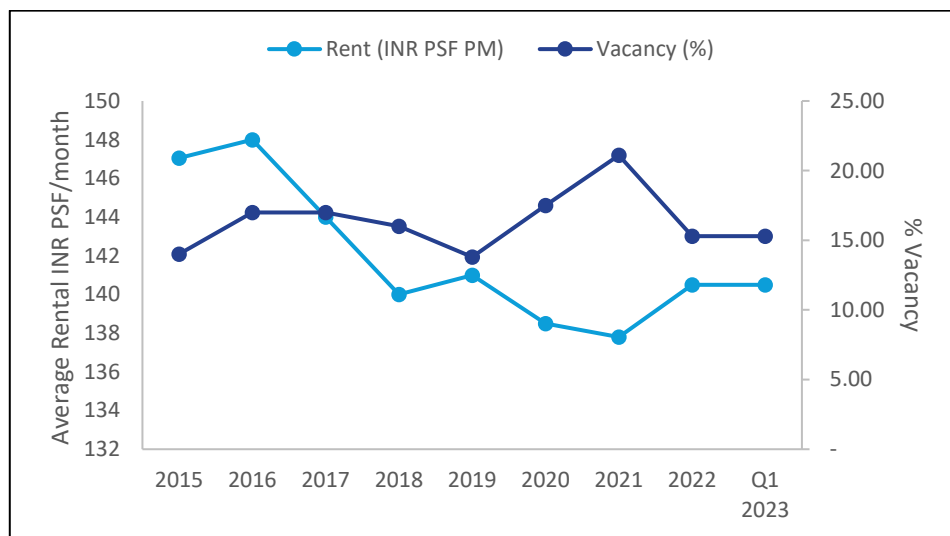
Mumbai noted an average supply of 3.9 MSF from 2016-22



### Gross Absorption & New Supply



### Vacancy Vs Rent Trend - Mumbai



In Q1 2023, a total of 0.4 Mn sq. ft. of new supply was added, a significant drop as compared to 1.4 Mn sq. ft. in Q4 2022. With limited new supply in this quarter, vacancy levels dropped by 490 basis points YoY. Upcoming supply of 1.5 Mn sq. ft. is expected by Q2 2023. The submarkets of Thane-Belapur Road, Malad-Goregaon, Central Suburbs and BKC submarkets are expected to remain the preferred locations of occupiers for their future demand.

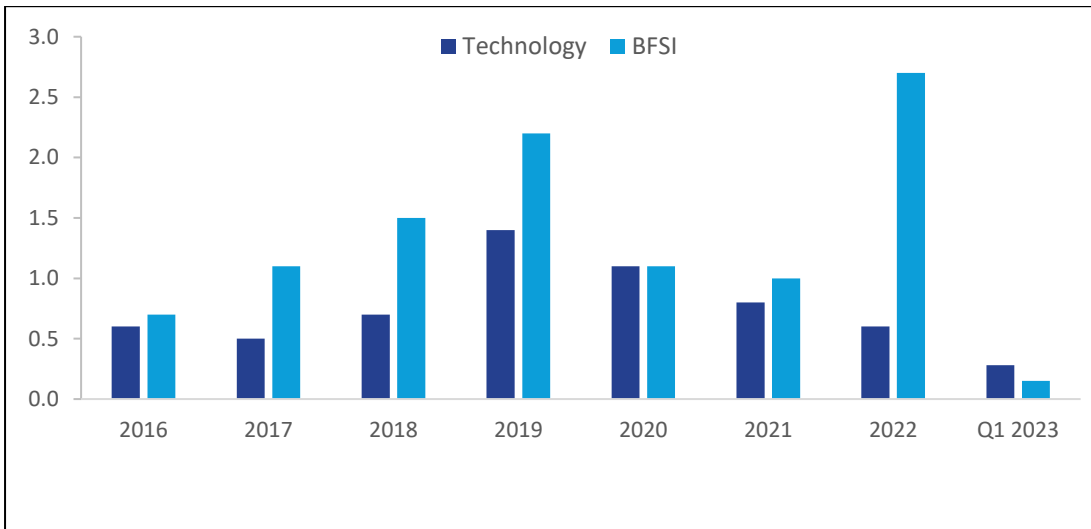
### Occupier Trends

At city level, leasing by Technology and BFSI sector accounted for 43% share in Q1 2023, a slight decrease in their share from 48% in Q4 2022. Health and Pharma accounted for 10% share of the overall absorption. The technology sector remained the most active during the quarter, with domestic technology firms leasing spaces.

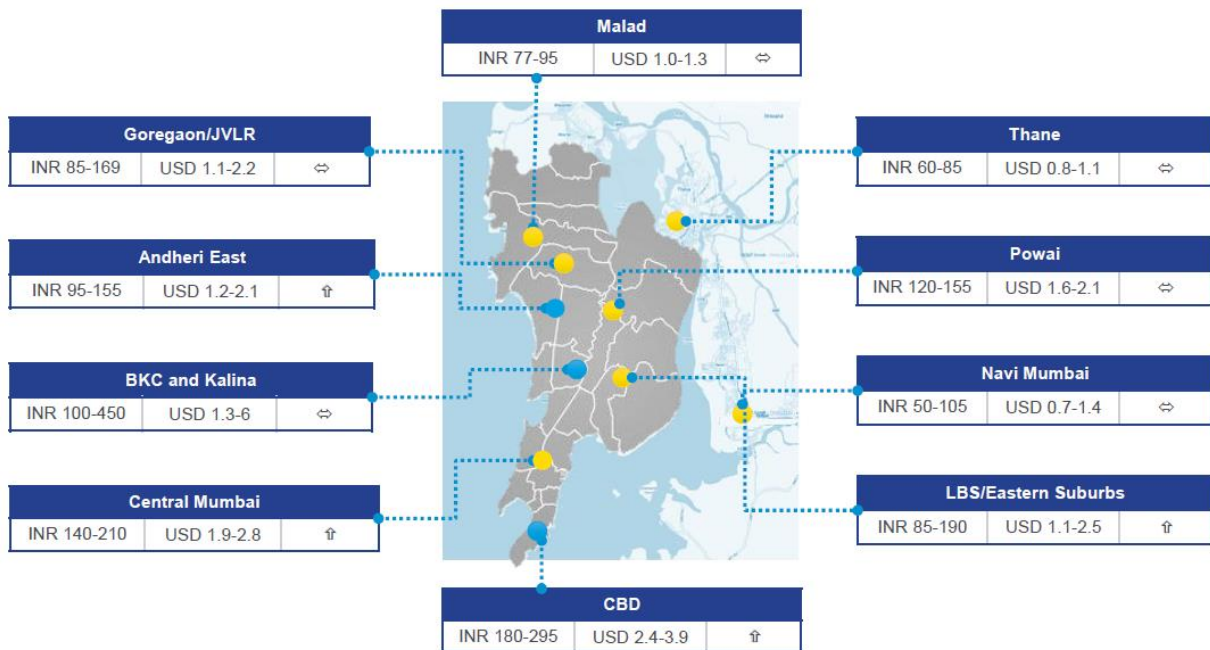




Navi Mumbai saw the highest traction by tech companies. BKC and Kalina micro-market is likely to continue to remain as one of the most preferred destinations for occupiers like BFSI, healthcare and pharma and IT BPM due to high quality asset, location and good connectivity.



### Office Micro-Market Rentals

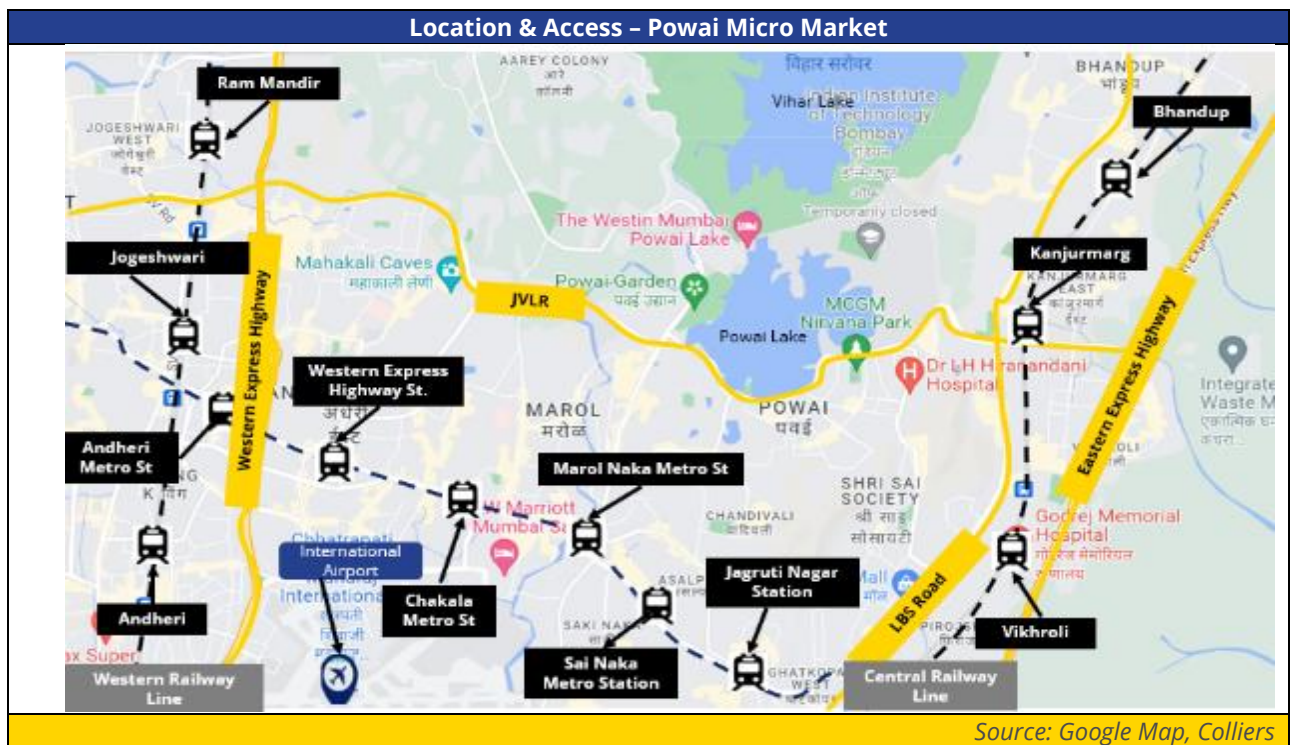


### 3.5 Powai Micro-Market Overview

Powai is regarded as one of the most prominent micro-markets in MMR. Situated between the western and eastern suburbs Powai is strategically located having connectivity with most parts of MMR. On the north is situated Sanjay Gandhi National Park 's southern boundary. While towards west is Andheri, towards the east are Vikhroli and Kanjurmarg micro-markets and towards the south are Chandivali and Ghatkopar. Powai can primarily be accessed through Jogeshwari -Vikhroli Link Road (JVLR) which is one of the prominent arterial roads that connects the western and eastern suburbs. Towards the west it connects western express highway which provides connectivity to western suburbs and towards the east JVLR connects to eastern express highway which provides connectivity to eastern suburbs and Navi Mumbai.

Powai is located in close proximity to Chhatrapati Shivaji Maharaj International Airport. Alignment of Currently operational Mumbai metro line – 1 passes through Andheri-Kurla road which is in proximity to Powai and can be accessed through Marol Naka and Saki Naka Metro Stations. Powai doesn't have directly sub-urban rail connectivity; however, the sub-urban rail network can be accessed through neighboring micro-markets of Jogeshwari (for western line) and Vikhroli (for central line).

Powai has ample presence of social and physical infrastructure. Powai is also home to IIT Bombay campus.



### 3.6 Powai Commercial Market Overview



Powai is key Commercial micro-market in MMR region catering to both commercial as well as IT occupiers. Powai has approx. 2.4 million sq. ft. of supply under development; major being L&T commercial Tower Phase I & KRC Cygnus. Key demand for Powai is driven by BFSI, IT-BPM and Consulting services. Off late Powai has emerged as an attractive option for investment PE funds, startups, owing to proximity from IIT Mumbai. Powai is also one of the few markets offering SEZ development in MMR.

The market rental value for a typical IT & Commercial office space in Powai is in the range of INR 140 per sq. ft per month to 200 per sq. ft per month. Some of the key IT & Commercial projects are enumerated in the below table

Project Name	Owner/ Developer Name	Location	Approx. Gross Leasable Area (in sq. ft.)	Rental Value (INR/ sq. ft./ month) on GLA	Key Tenants
Delphi (Wing A, B, C)	Brookfield	Powai	~350,00	160 - 200	A Kreations, Reliance Jio Infratel Private Limited, Corporation Bank, Credit Suisse Business Analytics, Tata Project
Fairmount	Brookfield	Powai	~2,85,000	140 - 160	Deloitte, FIS Global
Ventura	Brookfield	Powai	~4,90,000	150 - 160	JP Morgan, General Mills, Petrofac,
L&T Business Park	L&T Realty	Off JVL	~3,75,000	140 - 160	JP Morgan
Winchester	Brookfield	Powai	~7,45,800	130 - 140	Nomura, Matt Macdonald, Deloitte
Prima Bay	L&T Realty	Off JVL	~4,00,000	120 - 150	Technip, L&T Realty, Schneider, Colgate
Prudential	Brookfield	Powai	~2,34,229	140 -150	Credit Suisse, CoWrks, O(1) India Pvt. Ltd.
Spectra	Brookfield	Powai	~1,93,650	140 - 170	MEP Infra, XPO Logistics, General Mills



## 4 Property Ownership

For the purpose of this report, M/s. Kairos Property Managers Private Limited has been considered as the owner of the Property.

We have assumed that the Subject Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the Property and our valuation assumes that none exists.

### 4.1 Documents/ Information Shared

The following documents have been shared for the purpose of preparation of this report:

- Existing rent roll on 31<sup>st</sup> March 2023
- Details of applicable CAM models comprising of CAM charges and CAM Cost
- Capex details for building improvement and capital activities



## 5 Property Details

The Subject Property under valuation is a Commercial IT/ITeS office space comprising of eleven buildings located at Powai. The following table comprises of basic details about the Subject eleven buildings.

Property Details	1	2	3	4
Project Name	Crisil House	Alpha	Delphi A	Delphi B
Location	Powai	Powai	Powai	Powai
Access Road	Central Ave and High St	Central Ave and Main St	Orchard Avenue	Orchard Avenue
Ownership Type	Freehold	Leasehold	Leasehold	Leasehold
Name of the owner	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited
Permissible Usage	IT/ITeS	Commercial	Commercial	Commercial
Elevation	B+3S+7	B+G+11	B+G+6	B+G+6
Total Leasable Area (sq. ft.)	2,11,611 <sup>@</sup>	1,09,463	59,284	237,446
Total Leased Area (sq. ft.)	2,11,611	84,335	52,687	2,20,331
Vacant Space (sq. Ft.)	-	25,128	6,951	17,115

Property Details	5	6	7	8
Project Name	Delphi C	Fairmont	One Boulevard	Prudential
Location	Powai	Powai	Powai	Powai
Access Road	Orchard Avenue	South Avenue	Orchard Avenue	Central Avenue
Ownership Type	Leasehold	Freehold	Leasehold	Freehold
Name of the owner	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited
Permissible Usage	Commercial	IT/ITeS	Commercial	IT/ITeS
Elevation	B+G+6	2S+1st+5	2B+G+4	B+G+6
Total Leasable Area (sq. ft.)	59,496	284,459	1,06,133	234,229
Total Leased Area (sq. ft.)	59,496	2,84,434	1,06,133	212,187
Vacant Space (sq. ft.)	-	25	-	22,042

Property Details	9	10	11
Project Name	Spectra	Ventura A – Operational & Under Construction (UC)	Winchester
Location	Powai	Powai	Powai
Access Road	Central Avenue	Central Avenue	South Avenue
Ownership Type	Freehold	Freehold	Freehold
Name of the owner	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited	Kairos Property Managers Private Limited
Permissible Usage	IT/ITeS	IT/ITeS	IT/ITeS
Elevation	P+S+G+6	B+G+P+10	B+S+2P+1stF+14
Total Leasable Area (sq. ft)	193,649	Ventura A -Operational 4,19,833 Ventura A- UC 74,668*	745,822
Total Leased Area (sq. ft.)	1,26,253	3,99,510	6,25,596
Vacant Space (sq. ft.)	67,396	20,323	1,20,226

\*18,322 sq. ft has been pre-leased to Croma and hence we have considered this area as operational for valuation purposes



while the remaining area has been considered as under-construction.

@- Leasable Area post refurbishment after Oct-24 shall increase to 254,959 sq. Ft

The following satellite map illustrates the location of the Subject Property.



## 5.1 Key Highlights of Subject Property

This section of the report lists out the structural highlights and major tenants occupying the Property, which are

- ✓ Availability of larger floor plates
- ✓ Availability of open areas
- ✓ Waterbody
- ✓ Rooftop Solar panels
- ✓ Rainwater harvesting
- ✓ Yulu bicycles
- ✓ Presence of Social Infrastructure such food joints, Banks & ATM's, convenience stores etc. in proximity

Some of the major occupiers of the Subject Property are

- Crisil
- Emerson Process Management
- Credit Suisse
- Royal Sundaram Alliance Insurance
- FIS Global Business Solution
- Deloitte Consulting India
- Tata Projects
- General Mills India Pvt Ltd
- J.P. Morgan
- Nomura Services India Pvt Lt



## 5.2 Location & Access

The Subject Property can be accessed through Forest St, Rigid Road, High St., and Main St. which further connects to Ridge Road on the west end which connects to JVLR. South Avenue connects to High Street on east end which also connects to JVLR via Orchard Avenue. The following map illustrates the same.

Primary access to subject site is provided by an Internal Road which further connects to Ridge Road towards the west which further connects to JVLR which connects Powai which other parts of MMR.

### Distance of subject site from key landmarks:

Key Landmark	Road Distance approx from all subject site (kms.)
Jogeshwari Railway Station	9.6
Kanjurmarg Railway Station	4.1
Vikhroli Railway Station	4.0
Andheri East (Metro Station)	8.0
Ghatkopar West (Metro Station)	5.7
BKC (Metro Station)	9.5
International Airport	10.8





### 5.3 Property Title Particulars

We have assumed that the subject property is free and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists. We strongly recommend the end user of this report to seek professional advice for the same from a qualified legal expert

### 5.4 Environmental Issues

We have no knowledge of any environmental concerns or contamination of the subject site and surrounding sites. We are not qualified to assess environment concerns; it is therefore recommended that the client should seek professional advice from an expert

### 5.5 Approval and Regulatory Status

This valuation exercise has been conducted with an assumption that all the regulatory approvals are in place.



## 6 Approach & Methodology

### 6.1 Valuation Approach - Income Approach

The market value of the subject property has been estimated using Income Approach – Discounted Cash Flow Method.

Our valuation is on the basis of Market Value which we would define as intended to mean “the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion”.

Income Approach to value is based on the premise that there is a direct relationship between income that a property is capable of generating and its perceived value. In other words, Income approach to valuation provides an indication of value by converting future cash flows to a single current capital value. Within the Income Approach, different techniques are utilized depending upon the nature of the real estate investment.

#### Methodology: Discounted Cash Flow Analysis

Discounted Cash Flow Analysis: Within the Income Approach, the DCF analysis technique is the process of analyzing an investment by estimating a series of future cash flows and taking into account the time value of money. For the DCF technique, the income is projected over the investment cycle and the net income is calculated after deduction of the capital and operating expenses.

DCF method/analysis is a financial modelling technique based on explicit assumptions regarding the prospective income arising out of the development to be carried out on the subject land parcel. In case of a valuation of a large land parcel like the property, where the development potential is realized over a period of time (i.e. time value of money comes into the picture) and also where there are no or few immediate similar properties (i.e. comparable) available for comparison, DCF method considering relevant potential developments of the project is used.

The DCF method requires the entire development cash flows to be drawn up and assumptions made about the market performance over the entire project time frame. This requires an in-depth understanding of

- the demand / supply dynamics,
- transaction values and quantum,
- construction costs, quality and infrastructure requirements/constraints,
- time frame of the project,
- profit / returns,

and other analysis. All this market data must be compiled (as relevant to the subject site) in order to create a financial model that captures all market drivers and value impacting parameters.



## 7 Valuation Assumptions

This report is subject to our Standard Caveats and Assumptions as set out in the end of this report as well as those mentioned below:

- We have assumed that the property is free from and clear of any charges, liens and encumbrances of an onerous nature likely to affect value.
- It is assumed that any land premium or other relevant fees payable for the acquisition, transfer, sale, letting or mortgage of the property have been fully paid and settled.
- We are not aware of any easements or rights - of - way affecting the property and our valuation assumes that none exists.
- We have assumed proper title has been obtained, and the property and the interest valued therein can be freely transferred, mortgaged or let in the market.
- We have assumed that all Information, estimates and opinions furnished to us and contained in this report, including all information provided by the client or its representative, are fit for valuation purposes, and have been obtained from sources considered reliable and believed to be true and correct. We can assume no responsibility for accuracy.
- We have not carried out any detailed site measurements to verify the correctness of the areas in respect of the Property but have assumed that the areas shown on the documents provided to us are correct. All documents and contracts have been used as references only and all dimensions, measurements and areas are therefore approximations.
- We have assumed the Property is free of contamination and any other environmental problem and can be developed in accordance with the plans, and to the construction quality as stated in the supplied information.
- Transaction cost like stamp duty, registration charges, mode of payment, brokerage and any other additional cost related to transaction structuring, taxes such as capital gains, Income tax etc. pertaining to sale / purchase of the property have not been considered while arriving at the sale value.
- Real estate market in India is unorganized and there are no official market databases/ sources for their prevailing market rates. The information pertaining to the sales/ listing data has been obtained from sources deemed to be reliable however no written confirmation or verification was made available and hence our analysis is limited to that extent.
- For any use of the Property upon which this valuation report is based, all required licenses, permits, certificates, and authorizations as required have been obtained, and are capable of renewal without difficulty, except only where otherwise state



## 8 Valuation

As per our observation at the time of site inspection that the Subject Property comprises of retail and office space development which has been being leased out. Owing to the income generating nature of the Property, discounted cash flow method under the Income Approach is being utilized. Expansion work in an already operating building Ventura A is in progress. Rest all the buildings are completely constructed and operational. The following section shows the area statement basis the information shared by the client

### 8.1 Area Details

Sr. No	Building Name	Elevation	Total Leasable Area (Sq. ft.)	Leased Area (Sq. ft.)	Vacant Area (Sq. ft)
1	Crisil House	B+3S+7	2,11,611 <sup>@</sup>	2,11,611	-
2	Alpha	B+G+11	1,09,463	84,335	25,128
3-a	Delphi A	B+G+6	52,687	45,736	6,951
3-b	Delphi B	B+G+6	2,37,446	2,20,331	17,115
3-c	Delphi C	B+G+6	59,496	59,496	-
4	Fairmont	2S+1 <sup>st</sup> +5	2,84,459	2,84,434	25
5	One Boulevard	2B+G+4	1,06,133	1,06,133	-
6	Prudential	B+G+6	2,34,229	2,12,187	22,042
7	Spectra	P+S+G+6	1,93,649	1,26,253	67,396
8 a	Ventura A - Ready	B+G+P+10	419,833	3,99,510	20,323
9	Winchester	B+S+2P+1stF+14	7,45,822	6,25,596	1,20,226
<b>Total</b>			<b>26,54,829</b>	<b>23,75,623</b>	<b>2,79,206</b>

#### Under construction

8 b	Venture A- Under Construction (UC)	-	74,668*	18,322	56,346
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\*18,322 sq.ft has been pre-leased to Croma and hence we have considered this area as operational for valuation purposes while the remaining area has been considered as under-construction.

<sup>@</sup>- Leasable Area post renovation after Oct-24 shall increase to 254,960 sq.ft

### 8.2 CAPEX Details

The capital expenditure as shared by Kairos which is expected to be incurred is tabulated as below:

Capex to be spent	
Asset Upgrade	80
TI	134
Ventura Expansion (1st and 10th Floor)	119
Crisil House	480



### 8.3 Assumptions & Projections

The assumptions are tabulated as below:

Assumptions			
Particulars	Unit	Value	Remarks
<b>Cost Assumptions</b>			
Brokerage	(No. of months Rental)	1	Colliers Assumption
Brokerage on Exit	% age	1%	Colliers Assumption
Insurance & Property Tax annual Increment	% age	5%	Colliers Assumption
Escalation in Payroll	% age	8%	Every January, Client Provided
<b>Revenue Assumption</b>			
Escalation in Rental for future leased portion	%	5%	per annum
Vacancy Leased Portion	(Months)	1	Months
Rent Free Period	(Months)	2	Months
Sales Growth	%	0.42%	% Per month
Interest on Security Deposit	%	0.50%	% age per month
Average Market Rental: Commercial	(INR/ Sq. Ft./Month)	170	Colliers Assumption
Average Market Rental: IT	(INR/ Sq. Ft./Month)	150	Colliers Assumption
Average Market Rental: Winchester & Fairmont	(INR/ Sq. Ft./Month)	145	Colliers Assumption
Market Rent: Retail	(INR/ Sq. Ft./Month)	350	Colliers Assumption
Market Rent: Tower	(INR/ Sq. Ft./Month)	75000	Colliers Assumption
CAM Charges	(INR/ Sq. Ft./Month)	17 <sup>\$</sup>	Colliers Assumption
Security Deposit	(No. of Months)	6	Colliers Assumption
Utility Deposit	(No. of Months)	-	Colliers Assumption
Cam Deposit	(No. of Months)	-	Colliers Assumption
Margin over CAM Expenses	(% of Cam Charges)	20%	Colliers Assumption
Parking Income Annual Increment	(%)	5%	Colliers Assumption
Stabilized Vacancy	(%)	2.5%	Colliers Assumption
Repair & Maintenance cost	%age of rent revenue	2%	Colliers Assumption
<b>Project Assumptions</b>			
Discount Rate - Constructed	%	11.75%	Colliers Assumption
Discount Rate - Under Construction	%	13%	Colliers Assumption
Capitalization rate	%	8%	Colliers Assumption

<sup>\$</sup>- For unleased and under-construction area

Post the expiry of current contracted rent, it is assumed that it shall be leased at prevailing market rent.

#### **Capitalization rate:**

Capitalization rate is basically the per year yield on the investment a buyer expects once he buys a matured property. This capitalization rate is derived from the amount of risk that is involved in that particular type of investment. Generally riskier asset classes have a higher capitalization rate. Since in an efficient market, the return on capital a typical buyer will get will be equal to the cost of capital, the capitalization rate is also an indicator of the return expectations of a typical buyer in the market. Capitalization rate is also inflation protected because as with any property, lease revenues are expected to keep pace with the prevailing inflation. So the





returns a buyer gets keeps increasing because of the increase in future lease revenue. In economics terms it's called real return on investment because the purchasing power of your money is maintained and is not eroded by inflation. Capitalization rate is used to calculate the capital value of a property when it is being disposed.

$$\text{Capital Value of Property} = \frac{\text{Net Operating Income from leases}}{\text{Capitalization Rate (\%)}}$$

**Recent Transactions**

Period	Project	Investor	Stake Acquired (%)	City	Micro Market	Size (msf)	Value (INR mn)	Indicative cap rate
Nov-22	Marathon Futurex	CDSL	100%	Mumbai	Lower Parel	0.071	1630	8.0-8.5%
Nov-22	Marathon Futurex	Film Kraft Productions Pvt Ltd	100%	Mumbai	Lower Parel	0.016	330	8.0-8.5%
Apr-22	5 floors in Lodha iThink	National Realty	100%	Thane	Wagle Estate	0.16	1880	7.5-8.0%

Capitalization rates for commercial properties with a good tenant mix range from 7.5% to 8.5%. Based on the above market transactions, we have arrived at Capitalization rate of 8.00 % for the property.

**Discount rate:**

Discount rate is used to compute net present value in the discounted cash flow analysis. The Discount Factor considered for arriving at the present value is the weighted average cost of capital (WACC). A debt-equity ratio comprising of 60% debt and 40% equity has been considered. The cost of equity is computed using the Capital Asset Pricing Model (CAPM) using the formula shown below.

$$r_E = r_f + \beta(r_m - r_f)$$

Were,

rf = Risk free rate (Average yield in March 2023 on Govt of India 10-year bond)

rm =Market return

β = Measure of Market Risk (Sensitivity of price of comparable) 1.39

WACC Calculation	
Target D/V	60%
Target E/V	40%
<b>Assumed Cost of Debt (Kd)</b>	<b>8.5%</b>
Tax Rate	0%
<b>Net Cost of Debt</b>	<b>8.5%</b>
Risk Free Rate (Rf) G-Sec Rate as of 31 <sup>st</sup> Mar 23	7.31%



Expected Average Return of the market (Rm)	13%
Rm- Rf	6%
Beta	1.39
Alpha- Company/ Project Specific Risk Factor	1.00%
<b>Cost of Equity (Ke)</b>	<b>16.66%</b>
<b>Cost of Capital</b>	<b>11.76%</b>
<b>Cost of Capital - Rounded off</b>	<b>11.75%</b>

Under construction assets have been discounted at WACC of 13.0% providing for the risk involved in the development and leasing of the space.





## 8.4 Valuation Calculations

Basis the above revenue and cost assumptions, the valuation has been carried out. The building-wise NPV workings are as below:

### 8.4.1 Crisil House

CRISIL House		Apr/23	Apr/24	Apr/25	Apr/26	Apr/27	Apr/28	Apr/29	Apr/30	Apr/31	Apr/32	Apr/33
	Mar/23	Mar/24	Mar/25	Mar/26	Mar/27	Mar/28	Mar/29	Mar/30	Mar/31	Mar/32	Mar/33	Mar/34
	0	1	2	3	4	5	6	7	8	9	10	11
Rental Income	29.9	359.4	-	-	-	-	-	-	-	-	-	-
Fresh Leasing	-	-	168.3	515.5	541.3	568.3	596.8	626.6	657.9	690.8	710.6	725.4
Vacancy Provision	(0.7)	(9.0)	(4.2)	(12.9)	(13.5)	(14.2)	(14.9)	(15.7)	(16.4)	(17.3)	(17.8)	(18.1)
<b>Total Rental Income</b>	<b>29.2</b>	<b>350.4</b>	<b>164.1</b>	<b>502.6</b>	<b>527.7</b>	<b>554.1</b>	<b>581.8</b>	<b>610.9</b>	<b>641.5</b>	<b>673.6</b>	<b>692.8</b>	<b>707.2</b>
<b>Other Income</b>	-	-	-	-	-	-	-	-	-	-	-	-
Parking Income	-	-	-	-	-	-	-	-	-	-	-	-
Security Deposit	-	-	252.5	-	-	-	-	-	-	-	-	-
Cumulative Deposit	251.9	251.9	105.2	252.5	252.5	252.5	252.5	252.5	252.5	252.5	252.5	252.5
Interest on security deposit	1.3	15.1	6.3	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1	15.1
CAM Income	2.3	27.4	22.9	56.9	59.8	62.9	66.1	69.4	73.0	76.7	80.7	84.8
Property Tax Recovery	0.8	10.2	-	-	-	-	-	-	-	-	-	-
<b>Total Income</b>	<b>32.3</b>	<b>388.0</b>	<b>187.0</b>	<b>559.5</b>	<b>587.5</b>	<b>617.0</b>	<b>647.9</b>	<b>680.4</b>	<b>714.5</b>	<b>750.3</b>	<b>773.5</b>	<b>792.0</b>
<b>Capex</b>	-	221.6	258.5	-	-	-	-	-	-	-	-	-
<b>Other Expenses</b>	-	-	-	-	-	-	-	-	-	-	-	-
CAM Expense	(1.5)	(18.6)	(8.2)	(20.6)	(21.7)	(22.9)	(24.1)	(25.4)	(26.7)	(28.2)	(29.7)	(31.2)
Payroll Expenses	-	(6.5)	(7.0)	(7.6)	(8.2)	(8.9)	(9.6)	(10.3)	(11.2)	(12.1)	(13.0)	(14.2)
Property Tax Expense	(0.8)	(10.2)	(10.7)	(11.3)	(11.8)	(12.4)	(13.0)	(13.7)	(14.4)	(15.1)	(15.9)	(16.4)
Building Maintenance Expenses	(0.6)	(7.0)	(3.3)	(10.1)	(10.6)	(11.1)	(11.6)	(12.2)	(12.8)	(13.5)	(13.9)	(14.1)
Brokerage	-	-	(40.6)	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>(2.9)</b>	<b>(42.3)</b>	<b>(69.8)</b>	<b>(49.5)</b>	<b>(52.3)</b>	<b>(55.2)</b>	<b>(58.3)</b>	<b>(61.6)</b>	<b>(65.1)</b>	<b>(68.8)</b>	<b>(72.4)</b>	<b>(75.9)</b>
<b>NOI of the Project</b>	<b>29.4</b>	<b>352.7</b>	<b>161.0</b>	<b>520.0</b>	<b>545.8</b>	<b>572.8</b>	<b>601.2</b>	<b>631.0</b>	<b>662.2</b>	<b>695.0</b>	<b>714.9</b>	<b>730.2</b>
Terminal Value	-	-	-	-	-	-	-	-	-	-	9,127.8	-
Exit Brokerage	-	-	-	-	-	-	-	-	-	-	91.3	-
<b>Net Cash Flow from Project</b>	<b>30.7</b>	<b>582.3</b>	<b>381.9</b>	<b>525.1</b>	<b>550.4</b>	<b>576.9</b>	<b>604.7</b>	<b>633.9</b>	<b>664.5</b>	<b>696.6</b>	<b>9,752.7</b>	<b>731.2</b>
Discount Rate	<b>11.75%</b>											
<b>NPV</b>	<b>₹ 6,446.01</b>											

























8.4.10.1 Ventura – Under Construction

Ventura A		Apr/23	Apr/24	Apr/25	Apr/26	Apr/27	Apr/28	Apr/29	Apr/30	Apr/31	Apr/32	Apr/33
	Mar/23	Mar/24	Mar/25	Mar/26	Mar/27	Mar/28	Mar/29	Mar/30	Mar/31	Mar/32	Mar/33	Mar/34
	0	1	2	3	4	5	6	7	8	9	10	11
Rental Income	-	36.1	122.8	129.0	135.4	142.2	149.3	156.8	164.6	172.8	181.5	190.6
<b>Total Rental Income</b>	-	35.2	119.8	125.8	132.0	138.6	145.6	152.9	160.5	168.5	176.9	185.8
<b>Other Income</b>	-	-	-	-	-	-	-	-	-	-	-	-
Parking Income	-	-	-	-	-	-	-	-	-	-	-	-
Security Deposit	-	60.3	-	-	-	-	-	-	-	-	-	-
Cumulative Deposit	-	23.1	60.3	60.3	60.3	60.3	60.3	60.3	60.3	60.3	60.3	60.3
Interest on security deposit	-	1.4	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6	3.6
CAM Income	-	0.2	0.7	0.7	0.8	0.8	0.9	1.0	1.1	1.1	1.2	1.3
<b>Total Income</b>	-	35.5	120.4	126.5	132.8	139.5	146.5	153.8	161.6	169.7	178.2	187.1
<b>Capex</b>	-	(119.0)	-	-	-	-	-	-	-	-	-	-
<b>Other Expenses</b>	-	-	-	-	-	-	-	-	-	-	-	-
CAM Expense	-	(0.2)	(0.6)	(0.6)	(0.6)	(0.7)	(0.8)	(0.8)	(0.9)	(1.0)	(1.0)	(1.1)
Building Maintenance Expenses	-	(0.7)	(2.4)	(2.5)	(2.6)	(2.8)	(2.9)	(3.1)	(3.2)	(3.4)	(3.5)	(3.7)
Brokerage	-	(10.0)	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	-	(11.0)	(3.0)	(3.1)	(3.3)	(3.5)	(3.7)	(3.9)	(4.1)	(4.3)	(4.6)	(4.8)
<b>NOI of the Project</b>	-	35.3	119.9	125.9	132.2	138.8	145.7	153.0	160.7	168.7	177.2	186.0
Terminal Value	-	-	-	-	-	-	-	-	-	-	2,325.2	-
Exit Brokerage	-	-	-	-	-	-	-	-	-	-	23.3	-
<b>Net Cash Flow from Project</b>	-	(93.1)	121.1	127.0	133.1	139.6	146.4	153.6	161.1	169.0	2,479.2	185.9
Discount Rate	13.00%											
<b>NPV</b>	<b>₹ 1,280.03</b>											





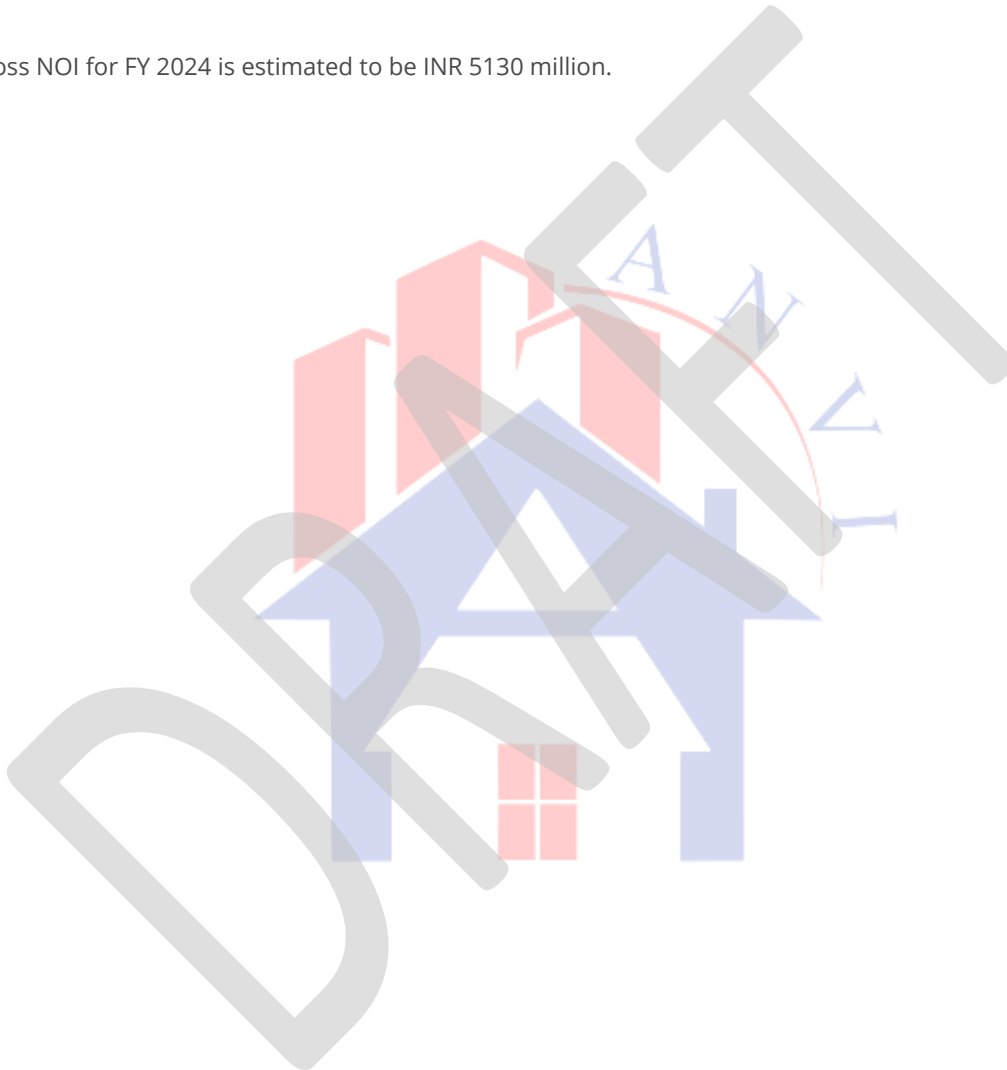
#### 8.4.12 Gross NOI for FY 2024

Gross NOI is the Full potential NOI of the property when it is completely (100%) occupied.

Following assumptions have been taken to arrive at the Gross NOI (Full Potential NOI)

- Property is completely (100%) occupied/ leased with existing leases at contracted rent and vacant spaces and rollovers at market rent
- No downtime and rent-free period (both for contractual as well as fresh/ rollover leases)
- Provisional Vacancy at 0%

Gross NOI for FY 2024 is estimated to be INR 5130 million.





## 8.5 Valuation Summary

The valuation of the nine towers of subject property is tabulated as below:

INR Mn			
Building Name	NPV - Operational	NPV - Under Construction	Total
Prudential	₹ 5,978		₹ 5,978
Delphi A	₹ 1,560		₹ 1,560
Delphi B	₹ 6,881		₹ 6,881
Delphi C	₹ 1,944		₹ 1,944
Alpha	₹ 2,836		₹ 2,836
Spectra	₹ 3,562		₹ 3,562
Ventura A	₹ 11,519	₹ 1,280	₹ 12,799
Winchester	₹ 16,974		₹ 16,974
CRISIL House	₹ 6,446		₹ 6,446
Fairmont	₹ 6,600		₹ 6,600
One Boulevard	₹ 3,405		₹ 3,405
<b>Total</b>	<b>₹ 67,704</b>	<b>₹ 1,280</b>	<b>₹ 68,984</b>

## 8.6 Ready Reckoner Value

The Ready Reckoner Value of the Subject Property considering the buildings- Fairmont, Winchester, Spectra, Prudential, Crisil House and Ventura as Industrial Park and Alpha, Delphi and One Boulevard as Commercial is estimated to be **INR 51,162 mn** (Indian Rupees Fifty-One Million One Hundred and Sixty Two thousand only)



## 9 Conclusion

We are of the opinion that the estimated market value of the subject property on as is where is basis comprising of 9 towers having a total leasable area of 27,29,496 sq.ft located at Powai, Mumbai, Maharashtra as on 31 March 2023 as estimated below is fair and reasonable.

**INR 68,984 million**

**(INR Sixty-Eight Billion Nine Hundred Eighty-Four Million only)**

For and on behalf of

**ANVI Technical Advisors India Pvt. Ltd.**

**Registered Valuer Entity, IBBI Reg No: IBBI/RV-E/02/2019/101**

**Srinivas MVDS**

Director

ANVI Technical Advisors Pvt Ltd

**Ajay Sharma A S I MRICS**

Managing Director

Valuation & Advisory Services



ANNEXURE 1: Property Snapshots



Crisil House



Alpha



Delphi



Delphi



Winchester



Fairmont





One Boulevard



Prudential



Spectra



Ventura

## ANNEXURE 2: Caveats and Assumptions

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- The status of property is as on date of visit and data provided is to the best of our knowledge under the current circumstances and market scenario.
- The report is based on information shared by the Client which is assumed to be reliable. This report contains no representations or warranties of any kind including but not limited to warranties regarding marketability, functional, economical or technological obsolescence, and environmental contamination or flood insurance determination.
- This report does not warrant the accuracy or completeness of any public record information or data sources used to prepare the report.
- This document is confidential in nature and is for sole usage of the Client, its affiliates, designates, assignees, rating agencies, auditors, prospective investors and investors, and no other party shall have any right to rely upon the recommendations / conclusions, etc.
- The existence of this report can be published in the scheme of reorganization documents and be furnished to any stakeholder who wishes to inspect the copy of document. The report can also be provided to the regulatory authorities in connection with the proposed scheme of reorganization.
- The data provided may not be re-sold, re marketed, published, or incorporated into other products or services in any form or manner whatsoever apart from the ones stated above.
- Any market projections included in the report are based on a host of variables which are sensitive to varying conditions. Hence, the projections should be interpreted as an indicative assessment of potentialities, as opposed to certainties.
- We have assumed that the subject property is free from and clear of any and all charges, liens and encumbrances unless otherwise stated and we assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable.
- We assume that, for any use of the subject property upon which this report is based, any and all required licenses, permits, certificates, authorizations are obtained, except where otherwise stated.
- ANVI has analysed and relied on site observations, market research and analysis remarks by Colliers to arrive at the opinion of value of the Property. ANVI and Colliers jointly share the liability only towards the Client and not to any other third party for services provided and the value of opinion derived in this Report.
- The information pertaining to sales / prices has been obtained from sources deemed to be reliable, however no written confirmation or verification was made available. Hence, our analysis is limited to that extent. ANVI Technical Advisors India Pvt Ltd. Or any employee shall not be held responsible in case the same does not hold true / does not align with actual data. ANVI Technical Advisors India Pvt Ltd or any employee of ours shall not be held responsible for giving testimony or to appear in court or any other tribunal or to any government agency by reason of this report or with reference to the property in question unless prior arrangements have been made and we are properly reimbursed.



We are  
**enterprising.**

We maximize the potential of property to accelerate the success of our clients and our people.

Our expert advice to property occupiers, owners and investors leads the industry into the future. We invest in relationships to create enduring value. What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities. We attract and develop industry leaders, empowering them to think and act differently to drive exceptional results. What's more, our global reach maximizes the potential of property, wherever our clients do business.

# **VALUATION REPORT**

**Candor Techspace G1, Sector 48, Gurugram, NCR**

Date of Valuation: 31<sup>st</sup> March 2023

Date of Report: 16<sup>th</sup> May 2023

**Submitted to: Brookfield India Real Estate Trust**





## Disclaimer

*This report is prepared exclusively for the benefit and use of Brookfield India Real Estate Trust ("Brookfield India REIT" or "REIT") and / or its associates and its unitholders for the proposed acquisition. Brookfield India REIT, a Real Estate Investment Trust under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended till date ("SEBI REIT Regulations"). The Brookfield India REIT may share the report with its appointed advisors for any statutory or reporting requirements or include it in stock exchange filings, any preliminary/placement document/ information memorandum/ transaction document/any publicity material / research reports / presentations or press releases to the unitholders, or any other document in connection with the proposed acquisition of the property by Brookfield India REIT. Neither this report nor any of its contents may be used for any other purpose other than the purpose as agreed upon in the Letter of Engagement ("LOE") dated 23rd December 2022 without the prior written consent of the Valuer.*

*The information in this report reflects prevailing conditions and the view of Valuer as of this date, all of which are, accordingly, subject to change. In preparation of this report, the accuracy and completeness of information shared by the REIT has been relied upon and assumed, without independent verification, while applying reasonable professional judgment by the Valuer.*

*This report has been prepared upon the express understanding that it will be used only for the purposes set out in the LOE dated 23rd December 2022. The Valuer is under no obligation to provide the Recipient with access to any additional information with respect to this report unless required by any prevailing law, rule, statute or regulation.*

*This report should not be deemed an indication of the state of affairs of the real estate financing industry nor shall it constitute an indication that there has been no change in the business or state of affairs of the industry since the date of preparation of this document.*



**Executive Summary**

<b>Candor Techspace IT/ITeS SEZ (G1), Sector - 48, Gurugram, NCR</b>	
<b>Valuation Date:</b>	31 <sup>st</sup> March 2023
<b>Site Visit Date:</b>	29 <sup>th</sup> March 2023
<b>Valuation Methodology:</b>	Discounted Cash Flow using Rental Reversion
<b>Valuation Purpose:</b>	Disclosure of valuation of asset to be formed as a part of portfolio of Brookfield India REIT in accordance with the SEBI (REIT) Regulations, 2014
<b>Location / Situation:</b>	<p>Candor TechSpace G1 (herein after referred to as G1 and/ or Subject Property) is located on Village Tikri, Sector - 48, Sohna Road, Gurugram, Haryana - 122018, one of the prime office destinations of Gurugram.</p> <p>The Subject Property is accessible via Netaji Subash Marg (60-meter-wide road), which connects it to HUDA City Centre Metro Station on West and to National Highway 8 on East.</p> <p>The Subject Property lies in close proximity to various office assets such as Spaze Group, Bestech Group, Vatika Group etc.</p> <p>The profile of surrounding development for the Subject Property constitutes developed residential and commercial developments. It is well connected with other parts of the city through road network.</p>
<b>Description:</b>	<p>G1 constitutes 12 completed buildings (with OC received) and 1 future development building. The details of the same are:</p> <ul style="list-style-type: none"> <li>Completed/Operational : Tower 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Buildings (12) Amenity Blocks - 1 &amp; 2.</li> <li>Future development (1) : Building name is Not Available (NA)</li> </ul> <p>The Completed buildings collectively admeasure 3,694,482 sq. ft.# of leasable area. Currently the committed occupancy in the Completed buildings is 75.43% *.</p> <p>The Future Development has a leasable area of 103,884 sq. ft. The leasable area of the future development is indicative and is subject to change once the internal business plans are in place or the construction is completed. The same is expected to be ready by Q4 FY 2025-26.</p>
<b>MIOP Description:</b>	<p>Note- As per the information provided to us by the client, MIOP has been appointed to provide real estate operating services in relation to the leasing, management, operations of Candor Techspace G1 and administration of the Company’s functions for a period of 30 years. As per the understanding between MIOP and Candor Techspace G1, the cashflows of the real estate operating services will be part of MIOP till 30 years, post which, the cashflows of the services will accrue to Candor Techspace G1 the same would be included while calculating the market value of G1. The above indicative range is based upon our assessment of the market dynamics likely to be prevailing in 2025.</p>



View 1 of Subject Property



View 2 of Subject Property



View 3 of Subject Property



View 4 of Subject Property





<b>Total Area:</b>	Total Land Area: 25.187 Acres Completed Leasable Area: 3,694,482 sq. ft. Future Development Leasable Area: 103,884 sq. ft. Total Leasable Area: 3,798,366 sq. ft.	
--------------------	--	--

Source: Architect's Certificate (Dated: 05<sup>th</sup> May 2023), \*Rent Roll as at 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client information.

\*Committed Occupancy = (Occupied area + Completed area under Letters of Intent)/ Completed Leasable area.

# The increase in leasable area is due to change in efficiency.



### MARKET VALUE OF THE SUBJECT PROPERTY BASED ON

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which she has no knowledge, the opinion of value of the aforementioned Subject Property (Completed and Future Development) comprising land and improvements thereon and the right to provide facility management services to the entire Subject Property, as on 31st March 2023, is as follows:

Component	Market Value as on	In Figures	In Words
Completed Buildings	31 March 2023	INR 49,401 Million	Indian Rupees Forty-Nine Billion Four Hundred and One Million Only
Future Development	31 March 2023	INR 548 Million	Indian Rupees Five Hundred and Forty-Eight Million Only

This summary is strictly confidential to the addressee. It must not be copied, distributed or considered in isolation from the full report

### POTENTIAL ACHIEVABLE PRICE ESTIMATION OF MIOP FOR 31ST MARCH 2025 BASED ON 28 YEARS CASHFLOW

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which she has no knowledge, the potential achievable price of MIOP in the year 2025 is likely to be in the range of **INR 1,486 Million for completed buildings and INR 67 Million for Future development.**

(The above indicative is based upon our assessment of the market dynamics likely to be prevailing in 2025. It may be noted that the Brookfield REIT entity has the option to buy the MIOP entity after 31<sup>st</sup> March 2025. Hence, the potential achievable price for March 2025 is stated above.

*Note- As per the information provided to us by the client, MIOP has been appointed to provide real estate operating services in relation to the leasing, management, operations of Candor Techspace G1 and administration of the Company's functions for a period of 30 years. As per the understanding between MIOP and Candor Techspace G1, the cashflows of the real estate operating services will be part of MIOP till 30 years, post which, the cashflows of the services will accrue to Candor Techspace G1 the same would be included while calculating the market value of G1. The above indicative range is based upon our assessment of the market dynamics likely to be prevailing in 2025.*



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**From: L. Anuradha, MRICS**  
IBBI Registered Valuer (L&B)  
(IBBI/RV/02/2022/14979)

**To: Brookfield India Real Estate Trust**

**Property: Candor Techspace G1, Sector - 48, Gurugram, NCR**

**Report Date: 16<sup>th</sup> May 2023**

**Valuation Date: 31<sup>st</sup> March 2023**

## **A REPORT**

### **1 Instructions**

**Brookfield India Real Estate Trust (hereinafter referred to as the “REIT” or the “Client”)** has appointed Ms. L. Anuradha, registered as a valuer with the Insolvency and Bankruptcy Board of India (IBBI) for the asset class Land and Building under the provisions of the Companies (Registered Valuers and Valuation) Rules, 2017 (hereinafter referred as the “Valuer”), in order to undertake the valuation of office property located in Gurugram (hereinafter referred to as “Subject Property” and/or “Candor Techspace G1”) for the proposed acquisition of the property under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange. The property and interests valued as part of this valuation exercise are detailed in Part C of this report. The exercise has been carried out in accordance with the instructions (Caveats & Limitations) detailed in Annexure 9 of this report. The extent of professional liability towards the Client is also outlined within these instructions.

### **2 Professional Competency of The Valuer**

Ms. L. Anuradha is registered as a valuer with the Insolvency and Bankruptcy Board of India (IBBI) for the asset classes of Land and Building under the provisions of The Companies (Registered Valuers and Valuation) Rules, 2017 since September 2022. She completed her Bachelor’s in Architecture in 2002 and Master’s in Planning from School of Planning & Architecture in 2004.

L. Anuradha has more than 16 years of experience in the domain of urban infrastructure, valuation and real estate advisory. She was working as an Associate Director for Cushman and Wakefield (hereinafter referred to as “C&WI”) from 2013-2022 and was leading the team for Tamil Nadu, Kerala and Sri Lanka. Prior to joining C&WI, she has been involved in various strategy level initiatives in Institutional development and Infrastructure for donor agencies and various Government and Private clients. Anuradha worked with SIVA group in the M&A practice where she was involved with the financial appraisal and valuation of real estate projects. Prior to this she has worked with PriceWaterhouse Coopers in the Government, Real estate, and Infrastructure Development Practice where she was involved in carrying out financial appraisal and strategies for some of the



State Governments in India. Her foundation in real estate valuation was at Jones Lang LaSalle where she worked for 3 years on multiple valuations and entry strategies for Indian NBFCs and funds.

Her last employment was at C&WI. As an Associate Director of the Valuation and Advisory team at C&WI, Ms. Anuradha provided support on identified business/ new opportunities, evaluated proposals for new property investments and/ or dispositions while providing analytical support for Investment recommendations. Anuradha was also key personnel in carrying out the Market study for the Mindspace REIT micro markets in India. She has undertaken valuations exercises for multiple private equity/ real estate funds, financial institutions, developers, and corporates across asset classes of commercial, retail, residential and hospitality. Her clientele included HDFC, Xander, DLF, RMZ, Embassy Group, CapitaLand, Tata Capital, Tata Realty, TVS group etc.

### **3 Independence and Conflicts of Interest**

The Valuer confirms that there are no conflicts of interest so far as discharging her duties as a valuer for the Subject Property/ business is concerned and has undertaken the valuation exercise without the presence of any bias, coercion, or undue influence of any party, whether directly connected to the valuation assignment. There has not been any professional association with the Client or the Subject Property in past five years from the date of this report.

The Valuer or any of her employees involved in valuing the assets of the REIT have not invested nor shall invest in securities of any of the Subject Property being valued till the time she is designated as Valuer and not less than six months after ceasing to be a Valuer of the REIT.

### **4 Purpose of Valuation**

The Report is being prepared to be relied upon by the Reliant Parties and inclusion, as a whole or any extracts thereof, in any documents prepared in relation to proposed property(ies) acquisition by "REIT" (and such offering the "Acquisition") including the transaction document required under regulations issued by the Securities and Exchange Board of India ("SEBI") or any other relevant regulator within or outside India, and in any other documents to be issued or filed in relation to the Acquisition, including any preliminary or final international offering documents for distribution to investors outside India, and any publicity material, research reports, presentations or press releases, in connection with the Acquisition (collectively, the "Documents").

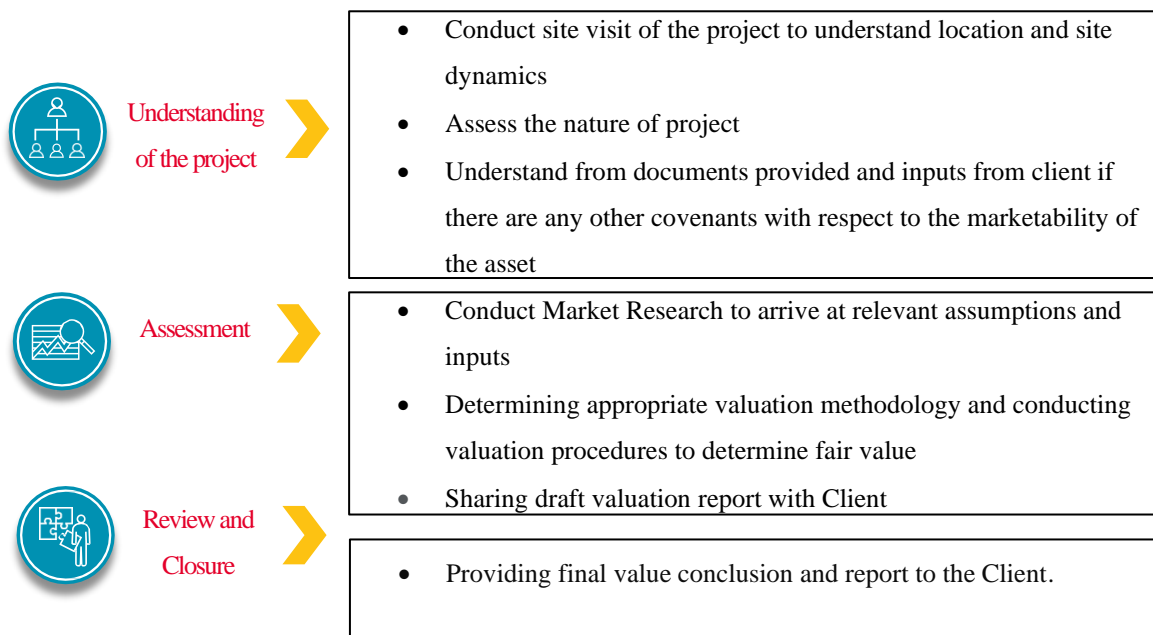


## 5 Basis of Valuation

It is understood that the valuation is required by the Client of the Subject Property which is proposed to be acquired (“Proposed Acquisition”) by Brookfield India REIT, in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange and for accounting purposes. Accordingly, the valuation exercise has been carried out to estimate the “Market Value” of the Subject Property in accordance with IVS 104 of the IVSC International Valuation Standards issued in 2021, effective from 31 January 2022.

Market Value” is defined as ‘*The estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.*’

## 6 Valuation Approach & Methodology



The basis of valuation for the subject Property being Market Value, the same may be derived by any of the following approaches:

### Discounted Cash Flow Method using Rental Reversion

The market practice in most commercial/ IT developments involves contracting tenants in the form of pre-commitments at sub-market rentals to increase attractiveness of the property to prospective tenants typically extended to anchor tenants. Additionally, there are instances of tenants paying above-market rentals for certain properties as well (primarily owing to market conditions at the time of contracting the lease). In order to arrive at a unit value for these tenancies, we have considered the impact of such sub/above market leases on the valuation of the Subject Property.



*For the purpose of valuation of the Subject Property, Income Approach - Discounted Cash Flow Method using Rental Reversion has been adopted.*

## **7 Assumptions, Departures and Reservations**

This valuation report has been prepared on the basis of the assumptions within the instructions (Caveats & Limitations) detailed in Annexure 9 of this report. The development mix, built up area, land area and lease details such as lease rent, lease commencement and lease end date, lock - in period, escalation terms, etc. pertaining to the Subject Property is based on the appropriate relevant documents which has been provided by the Client and the same has been adopted for the purpose of this valuation.

## **8 Inspection**

The Property was inspected on 29<sup>th</sup> March 2023 by the Valuer. No measurement or building survey has been carried out as part of the valuation exercise. The Valuer has relied entirely on the site areas provided by the Client, which has been assumed to be correct. Based on the discussions with the client it has been assumed that no material change in the condition of the property has taken place.

## **9 General Comment**

A valuation is a prediction of price, not a guarantee. By necessity it requires the valuer to make subjective judgments that, even if logical and appropriate, may differ from those made by a purchaser, or another valuer. Historically it has been considered that valuers may properly conclude within a range of possible values.

The purpose of the valuation does not alter the approach to the valuation.

Property values can change substantially, even over short periods of time, and thus the valuation of the Subject Property herein could differ significantly if the date of valuation was to change.

This report should not be relied upon for any other purpose other than for which this valuation exercise has been undertaken for.

## **10 Confidentiality**

The contents of this Report are intended for the specific purpose stated. Consequently, and in accordance with current practice, no responsibility is accepted to any other party in respect of the whole or any part of its contents except as maybe required in connection with disclosure of valuation of assets, proposed to be forming part of the portfolio of Brookfield India REIT under the applicable law.



## 11 Authority

The Client acknowledges and agrees that the Valuer's services hereunder (including, without limitation, the Deliverables itself and the contents thereof) are being provided solely to the Client in relation for the disclosure of valuation of assets proposed to be forming part of the portfolio of Brookfield India REIT under the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014 [SEBI (REIT) Regulations], as amended, together with circulars, clarifications, guidelines and notifications thereunder by SEBI and also disclosure as per fair value accounting under Indian Accounting Standards (Ind AS 40) and disclosure in the Documents and in the valuation report, as may be required.

The Valuer consents to the usage of her name as an expert, in relation to the Report, in the Documents. If the Client desires to use the Deliverables or the Valuer's name in any other offering other than the Documents as contemplated under the LOE, then the Client shall obtain the Valuer's prior written approval for such usage. The Client shall indemnify the Valuer for any losses suffered by her due to such usage other than for the Acquisition as contemplated under the LOE. Additionally, the Client herewith consents to provide or cause to be provided, an indemnification agreement in his favor, reasonably satisfactory to her for any use of the Report other than for the purpose permitted under the LOE. It is however clarified that the indemnity shall not cover any losses resulting from the use of the Report for the Acquisition including disclosure in the Documents and in the valuation report.

## 12 Reliant Parties

The reliance on the valuation reports prepared as part of this engagement is extended to **Brookprop Management Services Private Limited ("Brookprop" or "The Manager")**, the **Brookfield India Real Estate Trust ("Brookfield REIT")** and their unit holders and Axis Trustee Services Limited, the trustee to the **Brookfield REIT ("Trustee")** for the purpose as highlighted in this report (valuation). The auditors, debenture trustees, stock exchanges, unit holders of the REIT, **Securities and Exchange Board of India (SEBI)**, and credit rating agencies, would be extended reliance by the Valuer but would not be liable to such parties, except in case of gross negligence and wilful misconduct by the Valuer.

## 13 Limitation of Liability

The Valuer shall endeavor to provide services to the best of its ability and professional standards and in bonafide good faith. Subject to the terms and conditions in this Agreement, the Valuer's total aggregate liability to the Manager arising in connection with the performance or contemplated performance of the services herein, regardless of cause and/or theory of recovery, shall not exceed the total fees paid to Valuer by Client hereunder.

The Valuer acknowledges that it shall consent to be named as an 'expert' in the Documents and that its liability to any person, in its capacity as an expert and for the Report, shall be without any limitation and in accordance with law. In the event that the Manager, the sponsors, the trustee, the REIT, the intermediaries appointed in connection with the Acquisition be subject to any claim ("Claim Parties") in connection with, arising out of or attributable to the Report, the Claim Parties will be entitled to require the Valuer to be a necessary party/respondent to such claim and he shall not object to his inclusion as a necessary party/ respondent. In all



such cases, the Manager agrees to reimburse/ refund to the Valuer, the actual cost (which shall include legal fees and external counsel's fee) incurred by him while becoming a necessary party/respondent. If the Valuer does not cooperate to be named as a party/respondent to such claims in providing adequate/successful defense in defending such claims, the Claim Parties jointly or severally will be entitled to initiate a separate claim against him in this regard

#### **14 Disclosure and Publication**

The Valuer must not disclose the contents of this valuation report to a third party in any way, except as allowed under the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars. As per the terms and regulation 2(1) of the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars, it may be noted that the Valuation report is prepared in accordance with said REIT regulations.

#### **15 Anti-Bribery & Anti-Corruption**

Both Parties represents, warrants and undertakes that:

They are familiar with applicable Anti-Corruption Laws under this Agreement including but not limited to Prevention of Corruption Act 1988 and will ensure that neither it nor any of its officers, directors, shareholders, employees and agents or any other person acting under its implied or express authority will engage in any activity, practice or conduct which would constitute an offence under, or expose or potentially expose either Party to any direct or indirect liability, under Applicable Anti-Corruption Laws;

It is further agreed that breach of any of the above undertakings shall be deemed to be a material breach of the Agreement and in case she is insisted upon or asserted by the Client to violate any of the above said undertakings in any form or manner, on pretext of business relationship or otherwise, the Valuer shall have a discretionary right to terminate this Agreement without any liability or obligation on his part.

Such termination of this Agreement shall not in any way prejudice the rights and obligations (including payment for the services delivered under this Agreement) already accrued to the Valuer, prior to such termination.



## **B National Capital Region Overview**

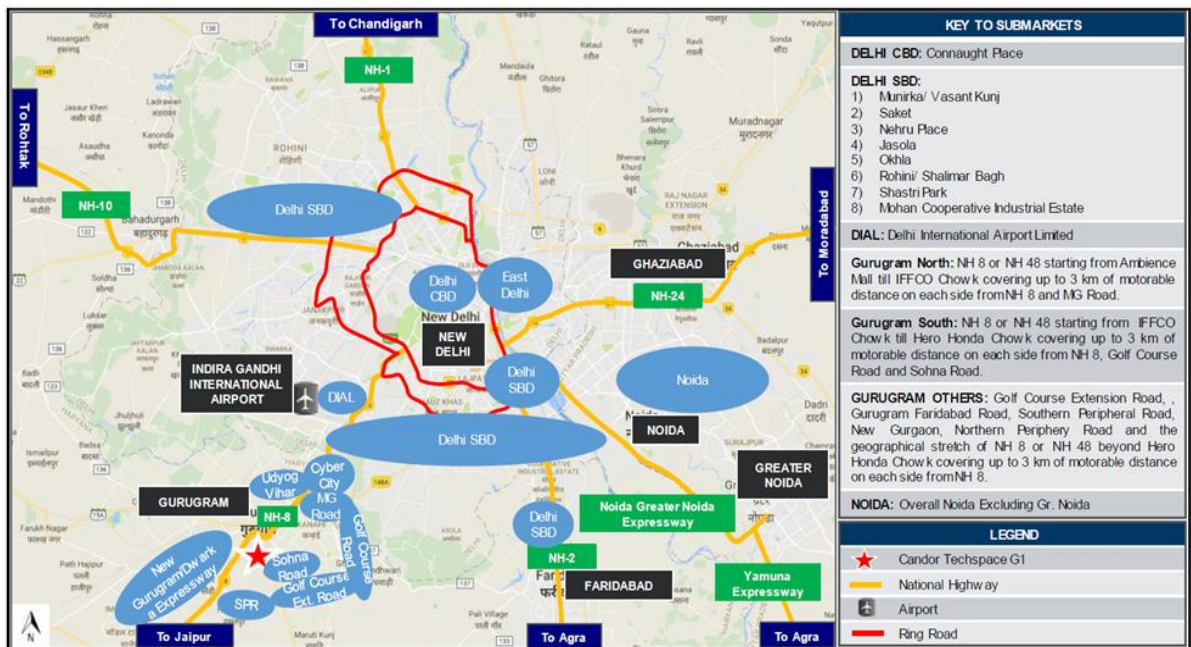
For the purpose of the valuation exercise, reliance has been made on the market report prepared by Cushman and Wakefield India Private Limited (C&WI), who has been appointed by the Client as an independent consultant to carry out industry and market report.

## 1 National Capital Region Overview

National Capital Region (NCR) is the world's second largest urban agglomeration by population and the largest by area (*Source: www.un.org*). It is an urban agglomeration, which encompasses the entire National Capital Territory (NCT) of Delhi as well as urban areas surrounding it in neighbouring states of Haryana, Uttar Pradesh and Rajasthan. In the last decade and half, urbanization in Delhi has spread rapidly towards adjoining towns in the neighbouring states of Haryana and Uttar Pradesh. The proliferation of service and industrial activities resulted in significant migration of people from Delhi, mainly towards Gurugram, Noida and Ghaziabad.

The map below highlights the key office micro markets of NCR illustrating the geographical expanse of the office market. The micro markets covered for the analysis are the prime contributors to the office supply in NCR.

*Source: Cushman and Wakefield Research*



(Map not to scale)

NCR is presented as a consolidated office market comprising four independent micro markets:

1. Delhi (which further comprises micro-markets viz, Delhi CBD & Delhi SBD)
2. Gurugram (which further comprises micro-markets viz, Gurugram North, Gurugram South & Gurugram Others)
3. Noida (which further comprises micro-markets viz, Sector 62, Noida-Greater Noida (NGN) Expressway & Rest of Noida)
4. DIAL





The table below highlight the key statistics of NCR's office micro markets:

Particulars	NCR overall	Delhi	DIAL	Gurugram*	Noida	^Gurugram South
<b>Total Completed Stock till Q1 2023 (msf)</b>	88.09	3.29	1.37	61.01	22.43	16.23
<b>Current Occupied Stock till Q1 2023 (msf)</b>	67.88	2.43	1.23	48.08	16.15	12.90
<b>Current Vacancy Q1 2023 (%)</b>	22.94%	26.04%	10.03%	21.19%	28.01%	20.48%
<b>Avg. Annual Absorption - 2015 - Q1 2023 (msf)</b>	3.59	0.15	0.14	2.41	0.90	0.62
<b>Future Supply - Q2 2023 E - 2025 E (msf)</b>	13.98	-	-	12.21	1.77	1.77
<b>Market Rent - Q1 2023 (INR psf / month)</b>	87.67	142.28	224.52	94.03	54.01	92.97
<b>CAGR for Market Rent (2015 - Q1 2023)</b>	1.86%	0.92%	4.55%	2.03%	3.93%	1.34%

Source: Cushman and Wakefield Research

Notes:

1. Only Grade A office spaces have been considered for the analysis presented in the above table.
2. Ghaziabad, Greater Noida and Faridabad have minimal office supply and have not been captured in the analysis.
3. \*Brookfield India REIT's city market for Subject Property.
4. ^ Competitive REIT's micro market within Brookfield India REIT's city market for Subject Property.
5. Stock ("stock" and / or "relevant stock") and Supply ("supply" and / or "relevant supply") numbers are computed by excluding the buildings which are less than 1 lakh square feet and applying certain other criteria. Additionally, for Noida, non-IT buildings are also excluded from the analysis.
6. Vacancy and Net Absorption numbers are computed on the relevant stock.
7. The future supply estimates are based on analysis of proposed and under construction buildings.
8. The rentals shown above denote likely achievable values. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters. Rentals for the Subject Property have been sourced from client. These are actual transacted rentals which include Fresh leases, Term renewals and space extension by existing tenants.
9. Rentals presented above are weighted average values on completed stock.



## 2 Brookfield India REIT's City Market - Gurugram

Candor Techspace G1 is a freehold, Grade-A asset located in Gurugram city market of NCR, with well-planned infrastructure, proximity to residential areas and established social infrastructure.

### 2.1 Overview

Gurugram (often called the millennium city) is located towards the South-West of Delhi. Gurugram falls under the Indian state of Haryana. Gurugram district is the second largest city of Haryana and serves as its industrial and financial center. As per the Census 2011, Gurugram has the 3rd highest per capita income in India after Chandigarh and Mumbai. The area of the Gurugram District is 1,258 sq. km. Connaught Place, the CBD of Delhi is at approximately 22 km from Cyber City, the CBD of Gurugram. Further, the Indira Gandhi International Airport which is currently the only International Airport servicing the civil aviation demands of NCR is located at approximately 12 km from Cyber City. Compared to other suburban locations in Delhi, Gurugram enjoys several competitive advantages like presence of large multi-national corporations (MNCs) and their corporate office hubs, presence of multiple nationalized developers, connectivity, address value, support infrastructure etc. Locational advantages along with presence of physical and social infrastructure has helped Gurugram to emerge as one of the prime office markets of NCR.



Source: Cushman and Wakefield Research

Note: SPR stands for Southern Peripheral Road

Note: The DMRC Yellow Line metro is proposed to be extended from HUDA City Centre to Udyog Vihar, via Old Gurugram and finally terminating at DLF Mousari Avenue rapid metro station. However, exact locations of metro stations are yet to be finalized. Also, a station for Delhi - Alwar RRTS is proposed at Rajiv Chowk on NH - 48. The source for the said metro routes is the information available in the public domain and may differ subject to final approvals.

(Map not to scale)



The established office clusters of Gurugram are concentrated towards Cyber City, Udyog Vihar, MG Road, Golf Course Road and Sohna Road. Golf Course Extension Road is the next emerging office location after the clusters stated above. Gurugram is primarily characterized by investment grade developments offering modern amenities. To name a few, established players like DLF, Brookfield, Hines, Vatika, Tata Realty, Ascendas, Bharti etc. have their footprint in Gurugram.

The retail landscaping of Gurugram is skewed towards retail mall format. MG Road, Golf Course Road, Sohna Road and NH 48 are the established retail mall locations of Gurugram. Galleria Market in DLF Phase - IV is one of the prominent high streets in Gurugram. Presence of a significant young working population in Gurugram led to the emergence of new formats viz. F&B hubs like DLF Cyber Hub, Sector 29 and 32nd Milestone, and are well accepted now. Golf Course Extension Road, Southern Periphery Road and Northern Periphery Road are the emerging locations for retail development. Golf Course Extension Road will have a healthy mix of high street and retail mall development formats.

The established residential clusters of Gurugram are concentrated towards Golf Course Road, Sohna Road, Sector 51 - 56 and Udyog Vihar. Golf Course Extension Road is the next emerging residential location after the clusters stated above. Southern Periphery Road and Northern Periphery Road are the upcoming residential locations.

Gurugram is divided into three office micro markets:

- a. Gurugram North - NH 48 starting from Ambience Mall till IFFCO Chowk covering up to 3 km of motorable distance on each side from NH 48 and MG Road. The Subject Property is located in Gurugram North micro market.
- b. Gurugram South - NH 48 starting from IFFCO Chowk till Hero Honda Chowk covering up to 3 km of motorable distance on each side from NH 48, Golf Course Road and Sohna Road.
- c. Rest of Gurugram - Golf Course Extension Road, Gurugram Faridabad Road, Southern Peripheral Road, New Gurugram, Northern Periphery Road and the geographical stretch of NH 48 beyond Hero Honda Chowk covering up to 3 km of motorable distance on each side from NH 48.

The key drivers of demand for office space in Gurugram are as follows:

- **Connectivity and linkages:** Gurugram is well connected to other nodes of NCR via robust road and metro network. Hence, efficient management of commuting by public and private mode of communication makes it a conducive location for workforce travelling for work.
- **Proximity to Indira Gandhi International airport:** Gurugram is in close proximity to airport and hence attracted large occupier base to the city. Its closeness to airport helped the city to grow at a very fast pace.
- **Presence of social and lifestyle infrastructure:** Along with good physical infrastructure the city offers a healthy mix of social and lifestyle infrastructure. Presence of good schools like Shri Ram, Shiv Nadar, Lotus valley, Suncity etc.; good hospitals like Artemis, Medanta, Fortis etc.; retail malls like Ambience mall, MGF Metropolis etc.; F&B formats like Cyber Hub, 32nd Milestone, Sector 29 etc.; crèche like Klay, IPSAA, Footprint etc.; has made Gurugram as one of the most preferred micro markets for the working population. The city offers easy accessibility to the amenities required by the working population to lead life independently.



- **Access to educated talent pool from Delhi, Haryana, Punjab, Rajasthan and Uttar Pradesh:** As the city is accessible through multiple modes of transportation and it offers residential spaces across various price categories, it attracts talent pool from all adjoining locations.
- **Healthy mix of commercial, IT/ITeS and SEZ developments:** Gurugram offers a healthy mix of commercial, IT/ ITeS and SEZ office space and hence attracts the occupier base across categories.

## 2.2 Key Statistics - Gurugram

Particulars	Details
<b>Total Completed Stock (Q1 2023)</b>	Approximately 61.01 msf
<b>Current Occupied Stock (Q1 2023)</b>	Approximately 48.08 msf
<b>Current Vacancy (Q1 2023)</b>	Approximately 21.19%
<b>Avg. Annual Net Absorption (2015 - Q1 2023)</b>	Approximately 2.41 msf
<b>Future Supply (Q2 2023 E - 2025 E)</b>	Q2 2023E - Q4 2023E: Approximately 1.54 msf 2024E: Approximately 4.41 msf 2025E: Approximately 6.26 msf

Source: Cushman and Wakefield Research

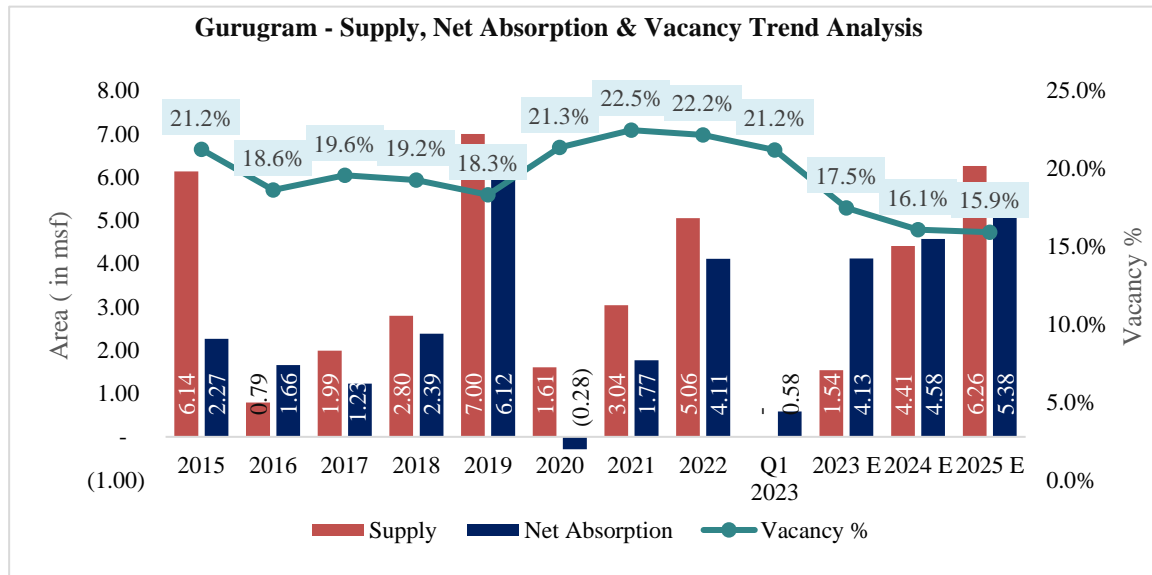
Notes:

1. Only Grade A office spaces have been considered for the analysis presented in the above table. Vacancy and Net Absorption numbers are computed on the relevant stock.
2. Only the relevant stock has been considered for this analysis excluding the buildings which are less than 1 lakh square feet and applying certain other criteria
3. The future supply estimates are based on analysis of proposed and under construction buildings.
4. The net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant moves in.



### 2.3 Supply, Absorption & Vacancy

The supply, absorption & vacancy trend for Gurugram is as follows:



Source: Cushman and Wakefield Research

Notes:

1. Only the relevant stock has been considered for this analysis excluding the buildings which are less than 1 lakh square feet in area and applying certain other criteria.
2. Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply.
3. The net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant moves in.

Evolution of Gurugram as an office market has been phenomenal. With Gurugram emerging as an alternate to Delhi, it has witnessed multiple patterns of development viz. from strata sold developments to fully owned buildings and to integrated / campus developments. Supply introduced in the market in recent years has followed the demand characteristics, which gave rise to suitable patterns and quality of developments as required by the occupiers. Larger integrated / campus developments offering adequate floor plates and options for consolidation and expansion is the need of the hour. The city has been constantly striving to meet these requirements.

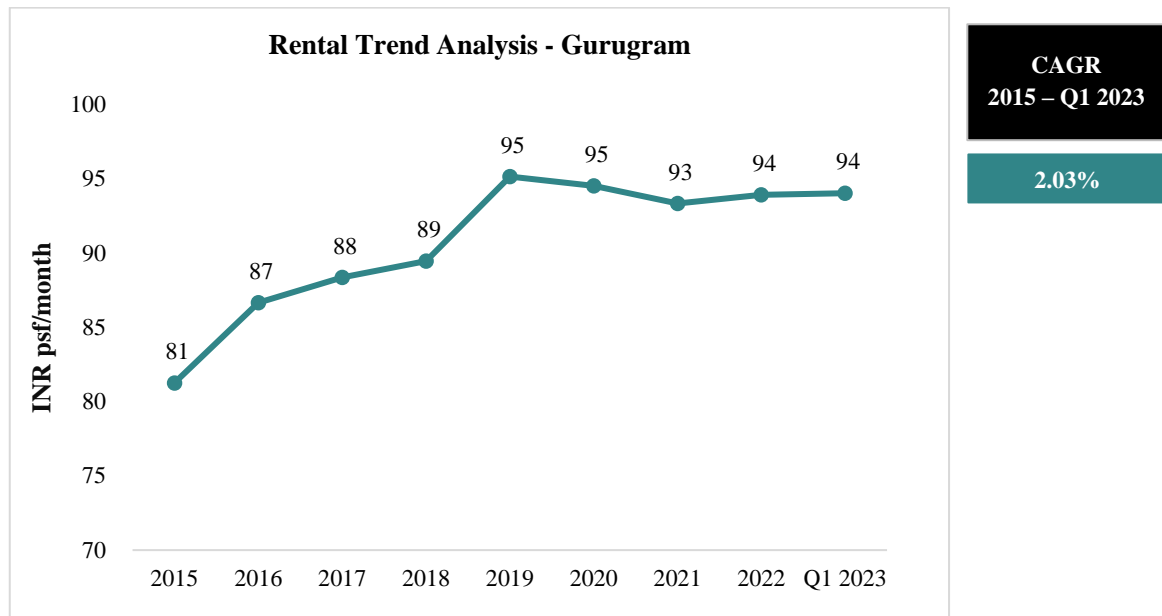
The micro markets in Gurugram developed their individual flavours in terms of nature of developments (campus and integrated) and larger developers created an ecosystem favouring their developments. With infrastructure getting a boost from the government and city limits expanding, office spaces offering better amenities are preferred over others. Brookfield India REIT's City Market has shown positive trend in supply and net absorption. The net absorption in Q1 2023 is 0.58 msf with vacancy of 21.2%.

Further, with increased hiring across the sectors specially IT and BFSI (which are large contributors to office market of India) the new demand is likely to keep growing for the office market. Gurugram's nature of hosting diverse demand from sectors like Technology, BFSI, professional services, media and telecom would help keeping the net absorption figures growing. In our view, the future supply would follow net absorption trends, maintaining the real estate growth momentum in the city. Hence, the vacancy levels are expected to continuously improve and reach around 16% by year 2025E.



## 2.4 Rental Trend Analysis

The rental trend for Gurugram is as follows:



Source: Cushman and Wakefield Research

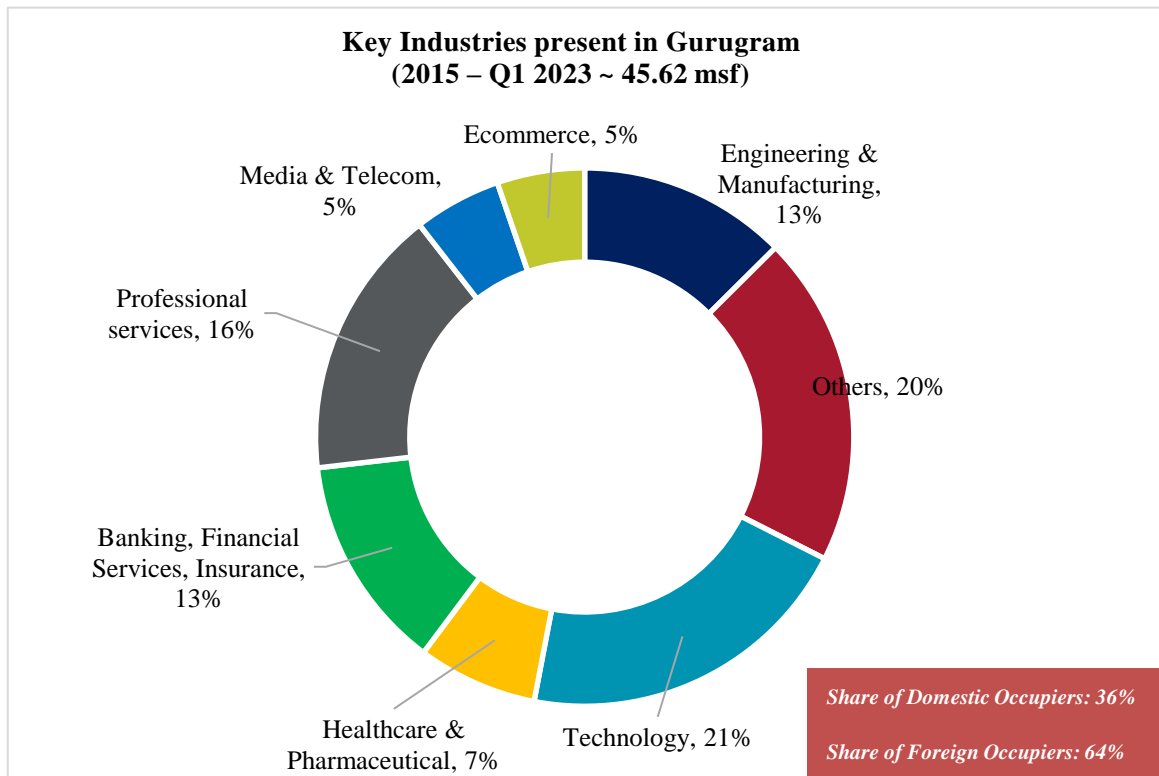
Notes:

1. Only the relevant stock has been considered for this analysis excluding the buildings which are less than 1 lakh square feet in area across Gurugram.
2. The rentals shown above denote likely achievable values. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters. Rentals for competitive REIT Gurugram properties have been sourced from client. These are actual transacted rentals which include Fresh leases, Term renewals and space extension by existing tenants.
3. Rentals presented above are weighted average values on completed stock.

Gurugram witnessed a stabilised rental growth of approximately 2.43% between year 2015 to 2018 and witnessed sharp spike in year 2018 - 2019, resulting in a rental growth of ~6.4%. Since 2019, the rental has remained stable with CAGR of 2.03% for 2015 to Q1 2023.



## 2.5 Sectoral Demand Analysis - Gurugram (2015 - Q1 2023)



Source: Cushman and Wakefield Research

Notes:

1. The lease transactions of less than 10,000 sq. ft. were ignored for Domestic & Foreign occupier bifurcation.
2. Others include Automobile, Education, FMCG, Logistics & Shipping, Aviation, Diversified, Real Estate & Related Services, etc.
3. The sectoral absorption analysis is based on gross absorption activity of Gurugram's relevant stock i.e., including any relocations, consolidations etc. All pre-commitments & sale/purchase transactions are excluded from this analysis.

Gurugram's office supply constitutes an equal mix of commercial and IT/ITeS developments and reflects similar positioning in demand. Technology is the prominent sector contributing 21% to the overall demand. The other prominent industries contributing 42% to the demand are professional services (16%), BFSI (13%) and Engineering & Manufacturing (13%). In the recent years, factors like start-ups, individual set-ups, emergence of e-commerce, change in consumer behaviour has further led to the increase in demand of office space (including flexi workspace). The mix of foreign and domestic occupants in Gurugram is 64:36.



### **3 Gurugram South - Competitive REIT Micro Market**

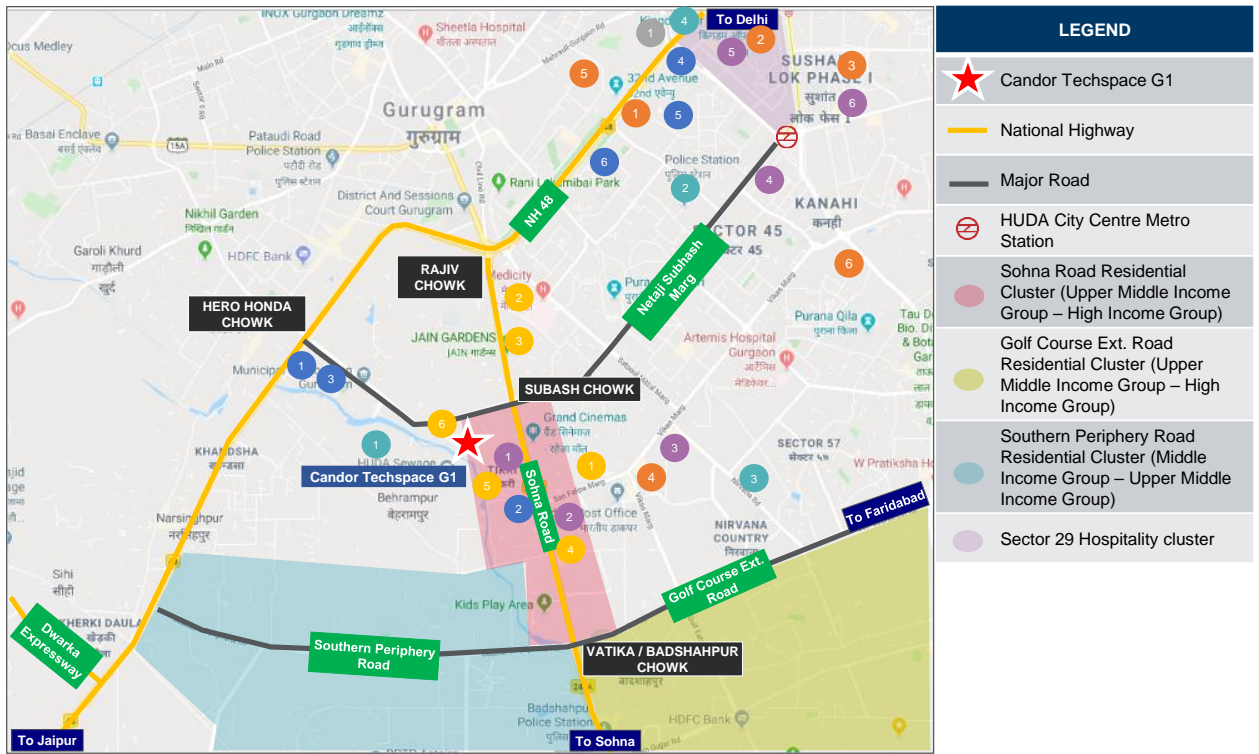
#### **3.1 Overview**

Gurugram South is one of the prime office micro markets of Gurugram . The office supply constitutes a healthy mix of IT and Non-IT developments. Gurugram South has also evolved as one of the established locations for residential and retail segments. Residential supply constitutes primarily of high-rise group housing developments catering to Upper Middle-Income Group and High-Income Group. The retail landscaping of the Brookfield REIT micro market primarily consists of mall formats.

Some of the prominent office developments in the Gurugram South are Vatika One on One, One Horizon Center, Two Horizon Center, and the Subject Property. G1 is one of the largest integrated office developments in Gurugram in terms of leasable area. In addition, some of the renowned hotels in the micro market are Radisson, Hilton Garden Inn, Taj City Centre, Courtyard by Marriott, etc.



**3.2 Social and Physical Infrastructure**



Source: Cushman and Wakefield Research  
(Map not to scale)

- Key Commercial Developments
- Social Infrastructure
- Lifestyle Infrastructure
- Proposed/Under Construction Office Developments
- Hospitality Developments
- Higher Education Institutions

Key Office Developments	Social Infrastructure	Lifestyle Infrastructure	Proposed/ Under Construction Office Developments	Hospitality Developments	Higher Education Institutions
1. Bharti Sigma Centre (1.9km)	1. Park Hospital (3.4 km)	1. Star Mall (6.2 km)	1. Vatika One On One (5.6 km)	1. The Room (1 km)	1. DPG ITM (1.5 km)
2. Capital business Park (2 km)	2. Medanta Medicity (4.1 km)	2. Sector 29 (6.8 km)		2. Radisson (2.2 km)	2. National Law College (4.2 km)
3. Express Trade Towers (2.5km)	3. Samvit Hospital (1.4 km)	3. Galleria Market (8 km)		3. Hilton Garden Inn (3.3 km)	3. Gurugram University (4.5 km)
4. Brahma Bestech Athena (7.3 km)	4. S D Adarsh Vidyalaya (2 km)	4. Good Earth City Centre (4 km)		4. Taj City Centre (5 km)	4. Management Development Institute (7.3 km)



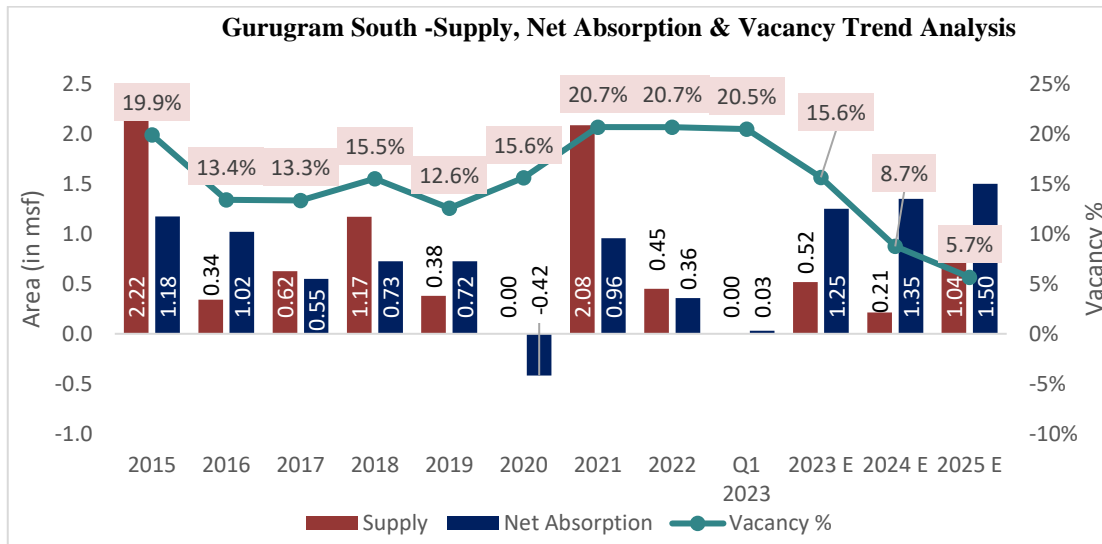
<b>Key Office Developments</b>	<b>Social Infrastructure</b>	<b>Lifestyle Infrastructure</b>	<b>Proposed/ Under Construction Office Developments</b>	<b>Hospitality Developments</b>	<b>Higher Education Institutions</b>
5. DLF world Tech Park (7.9km)	5. G D Goenka Public School (1.2 km)	5. 32nd Avenue (5.4 km)		5. Sector 29 (7.5 km)	
6. BPTP Park Centra (8.8km)	6. Day Cares (0.5 km)	6. Ardee Mall (7 km)		6. Courtyard by Marriott (7.3 km)	

Subject Property is connected to NH-48 and Sohna Road via Netaji Subhash Marg, is the main connecting road; connecting Gurugram to other cities of NCR. Further, Sohna Road which is other major road providing connectivity to Brookfield REIT micro market is part of upcoming Delhi-Mumbai Expressway (under Bharat mala project) wherein multiple elevated corridors and underpasses are being planned across the road to ease the traffic and enhance the connectivity.

Subject Property is in proximity to exiting metro viz. HUDA City Centre Metro Station, which further enhances its accessibility from different parts of NCR. Also, the state government has approved the expansion of existing Delhi Metro Yellow line to Old Gurugram, which will be connecting Huda City Centre Metro Station to Udyog Vihar via Subash Chowk (nearest landmark to Subject Property), Hero Honda Chowk, Old Gurugram and Palam Vihar Extension and will be having 2 new stations. PIB Approval of the same has already been obtained.



### 3.3 Supply, Absorption & Vacancy Analysis



Source: Cushman and Wakefield Research

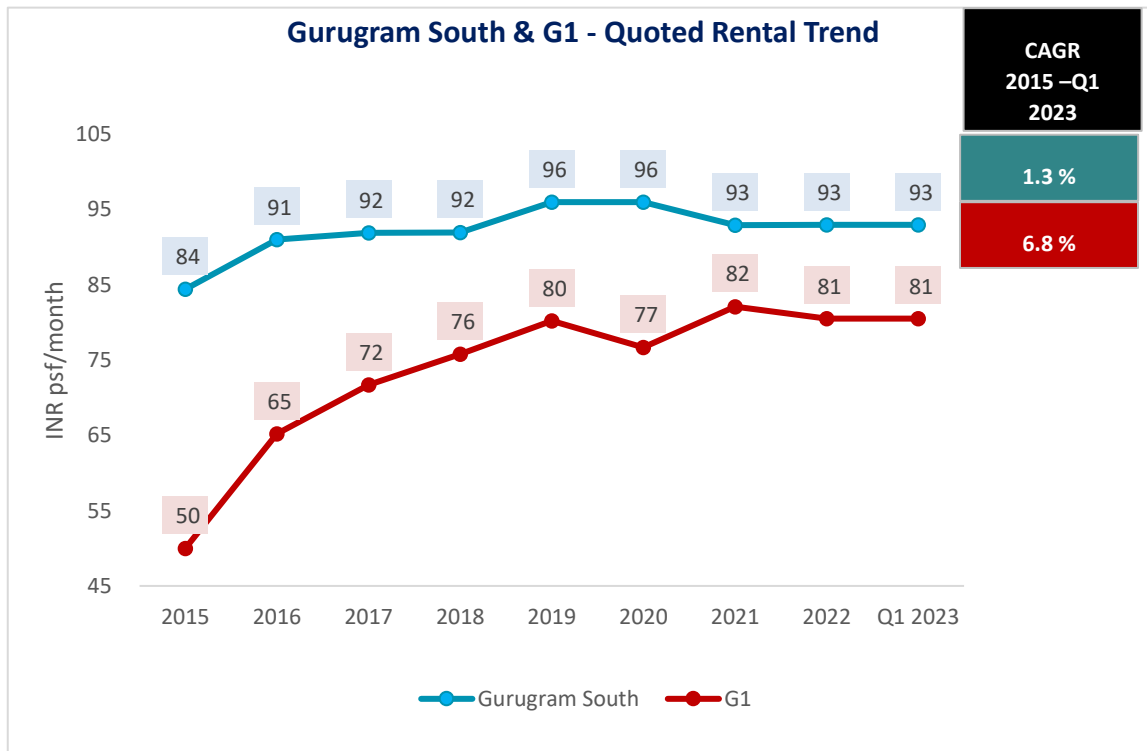
Notes:

1. Only the relevant stock has been considered for this analysis excluding the buildings which are less than 1 lakh square feet of area and applying certain other criteria.
2. Future supply estimates are based on analysis of proposed and under construction buildings, however future absorption estimates are derived basis past trends, current vacancy and estimated supply.
3. The net absorption value refers to the net additional leasing activity which has occurred in the year. This does not include any pre-commitments, renewals etc. The pre-commitments are recorded as absorption in the year in which the tenant moves in.

This micro market refers to the geographical stretch of NH-48 starting from IFFCO Chowk till Hero Honda Chowk covering up to 3 km of motorable distance on each side from NH-48, Golf Course Road and Sohna Road. It contributes 27% of total stock of gurugram. Gurugram South has witnessed stability in vacancy in the past two years. The competitive REIT micro market benefits from its location and presence of established players like Brookfield and DLF. The competitive REIT micro market offers large integrated office developments addressing the office space requirements of large occupiers. The quality of developments coupled with locational advantages will continue to drive demand for the micro market. As on Q1 2023, the vacancy stands at 20.5%. With limited supply addition in the micro market The future absorption is expected to surpass pre covid levels.



### 3.4 Rental Trend Analysis



Source: Cushman and Wakefield Research

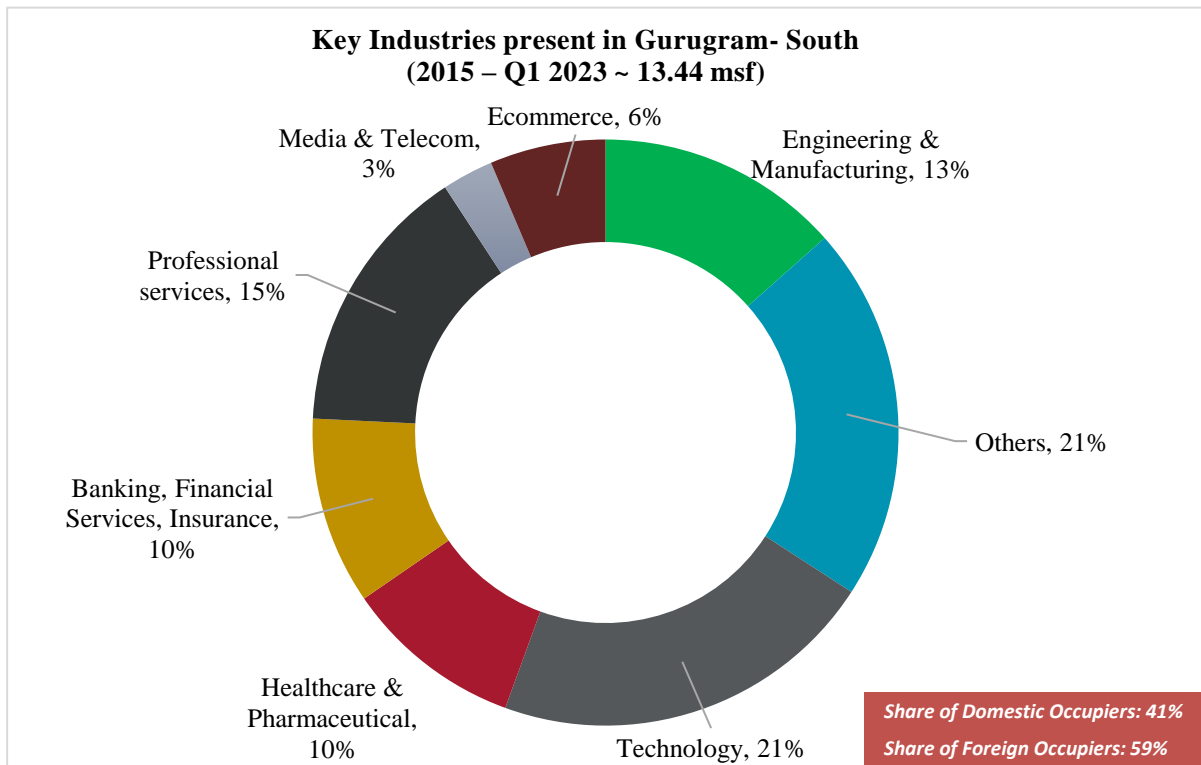
Notes:

1. Only the relevant stock has been considered for this analysis excluding the buildings which are less than 1 lakh square feet and applying certain other criteria.
2. The rentals shown above denote likely achievable values. Actual achievable rent may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters. Rentals for the Subject Property have been sourced from client. These are actual transacted rentals which include Fresh leases, Term renewals and space extension by existing tenants.
3. Rentals presented above are weighted average values on completed stock.

Office micro markets across NCR have seen growth along selected clusters and in majority of the cases in specific office developments along a cluster. With occupiers preferring quality developments and spaces that allow them to implement their future expansion plans, such office developments are preferred over other developments available in same vicinity. These preferences are thus reflected on the achievable rental for an office development versus the cluster. The analysis suggests that G1 has witnessed a CAGR of 6.8% as compared to a growth of 1.3% in the Brookfield REIT micro market over the same period. The difference in rental growth substantiates the requirement and preference of occupiers for quality office space.



### 3.5 Sector Demand Analysis (2015 - Q1 2023)



Source: Cushman and Wakefield Research

Notes:

1. The lease transactions of less than 10,000 sq. ft. were ignored for Domestic & Foreign occupier bifurcation
2. Others include Automobile, Education, FMCG, Logistics & Shipping, Aviation, Diversified, Real Estate & Related Services, etc. The sectoral absorption analysis is based on gross absorption activity of Gurugram North's relevant stock i.e., including any relocations, consolidations etc. All pre-commitments & sale/purchase transactions are excluded from this analysis.

Gurugram South is dominated by Technology and Other Services sector which together contributes 42% of the leasing activity in the years 2015 -Q1 2023. The tenants are attracted to Brookfield REIT micro market due to availability of good physical and social infrastructure. The technology occupiers in this micro market are involved in the activities of software development, process engineering, research, and development etc. The other prime contributors to the demand are Professional Services and Engineering and Manufacturing together contributing 28%. The engineering occupiers in this Brookfield REIT micro market are involved in the activities of telecom research and development, automobile sales etc. The mix of foreign vs. domestic occupants in Gurugram South is 59: 41



#### **4 Market Outlook**

Gurugram South comprises some of the well-established office developments are Vatika One on One, One Horizon Center, Two Horizon Center, and the Subject Property.

The vacancy in the Competitive REIT Micro Market has shown a declining trend from 19.9% in 2015 to 12.6% in 2019. Since CY 2020 the vacancy level has increased owing to pandemic and continuous supply addition in the market. As on Q1 2023, the vacancy of the Competitive REIT Micro Market is 20.5% with 0.03 msf of net absorption during the period.

According to the market assessment provided, the current weighted average quoted market rentals of Competitive REIT Micro Market is INR 93 per sq. ft./m and may vary +/- 10% depending upon negotiations, final structuring of the lease agreement and other parameters. The Competitive REIT Micro Market has witnessed a rental CAGR of 1.3%, as compared of 6.8% in the Subject Property over the same period.

Work from home period has also significantly reduced and many organisations have started calling their workforce back to office. Considering the well-maintained infrastructure, key location, returning to office, the annual growth rate of 5% to 6% in market rents over medium to long term appears achievable for the Subject Property.

The Subject Property being an IT/ITeS development have prominent contribution of ~ 47% in the Competitive REIT Micro Market which enable it to cater the requirement of the large integrated office developments by the technology sector occupiers. Further we expect that the factors including growth in the IT-BPM sector, increased interests into Indian offshore centers by several IT/ITeS corporates and GCCs will further drive significant demand in the commercial real estate sector.

Candor Techspace G1 has captured a disproportionate share of the net absorption in the micro market, by capturing 95.2% of the net absorption compared to it's market share of 66.3% of the office stock.



## **C SUBJECT PROPERTY REPORT**



## 1 Address, ownership and title details of Subject Property

Address:	Village Tikri, Sector - 48, Sohna Road, Gurugram, Haryana - 122018, India
Ownership & title details:	Land tenure: Freehold; the land and buildings thereupon are owned by Candor Gurgaon One Realty Projects Private Limited, which is proposed to be 50% owned and controlled by the Brookfield India REIT

*Source: Client Information*

### 1.1 Encumbrances

Unless disclosed and recorded in the Property Report - Part C, the Subject Property is considered to possess a good and marketable title and is free from any unusually onerous encumbrances with no option or pre-emption rights in relation to the assets except for those created in favour of the lenders, based on the information given in the Title Reports prepared by Ind-Legal (Hereinafter referred to as 'Legal Counsels'). We have not checked and verified the title of the Subject Property.

### 1.2 Revenue Pendencies

On the basis of the Title Reports prepared by the Legal Counsels and discussion with the Client, there are no revenue pendencies including local authority taxes associated with the Subject Property or any compounding charges. No independent verification of this has been made from revenue authorities and reliance has been made on the Client information for the same.

### 1.3 Material Litigation

Based on discussions with the Client and Title Reports shared, there are no material litigation relating to the Subject Property or any compounding charges.

## 2 Location

### 2.1 General

The Subject Property is located in Village Tikri, Sector 48, Gurugram, which falls under the Gurugram South micro market. The micro market is one of the established office, residential and retail micro-markets of Gurugram.. It is accessible via Netaji Subash Marg (60-meter-wide road) which connects it to HUDA City Centre Metro Station on west, to NH 48 on north and east and to Sohna Road on south. NH 48 is a major arterial road that connects Gurugram to other cities of NCR. Further, completion of Sohna Elevated Corridor or Sohna Gurgaon road which is six-lane wide elevated corridor, has enhanced the overall connectivity and ease of traffic congestions in the area. Being located in Gurugram South micro market, Subject Property has access to good physical and social infrastructure

G1 lies in close proximity to HUDA City Centre Metro Station which further enhances its accessibility from different parts of NCR. Moreover, the state government has approved the expansion of existing Delhi Metro Yellow line to Old Gurugram, which will be connecting HUDA City Centre Metro Station to Udyog Vihar via Subhash Chowk (nearest landmark to Subject Property), Hero Honda Chowk, Old Gurugram and Palam Vihar Extension. Once operational, the said metro route will have 27 new stations. The approval from the central government is yet to be obtained.

The site layout map of the Subject Property is as follows:



(Map not to scale)



### **Site Boundaries**

The site boundaries the Subject Property are as follows:

North: Vacant Land Parcel

East & South: Developed Commercial and Residential Group Housing Formats

West: Vacant Land Parcel

## **2.2 Accessibility**

The Subject Property is well connected to major locations in the city as well as in the NCR via multiple modes of communication. The distances from major landmarks of NCR are as follows:

- Approximately 0.1 km from Sohna Road
- Approximately 02 km from NH 48 (Delhi Jaipur highway)
- Approximately 07 km from HUDA City Centre Metro Station
- Approximately 10 km from Gurugram Railway Station
- Approximately 12 km from DLF Cyber City
- Approximately 21 km from IGI Airport
- Approximately 33 km from Connaught Place

## **2.3 Ground Conditions**

Based on visual inspection, there were no evidence of adverse ground conditions at the property or immediate vicinity.

## **2.4 Environmental Considerations**

We have not carried out any investigations or tests or been supplied with any information from Client or from any relevant expert that determines the presence or otherwise of pollution or contaminative substances in the subject or any other land (including any ground water).

For the purpose of assessing the vulnerability of the Subject Property to any natural or induced disaster the location of the property with respect to risks pertaining to earthquakes, high winds/cyclone and flooding was studied. The city faces low risk in terms of high winds or cyclones too. The Subject Property is not likely to face any higher risk than the overall risk profile of the city. No hazardous activity was noted in the vicinity of the Subject Property which may expose it for any induced disaster.

## **2.5 Town Planning and Statutory Considerations**

We have not made formal search but have generally relied on readily available information to general public. Our Report is on current use/ current state basis of the Subject Property and we have not considered any Government proposals for road widening or compulsory purchase/ acquisition, or any other statute in force that might affect the Subject Property.





### 3 Subject Property - Asset Description

G1 is an IT/ITeS SEZ business park with 12 completed and under construction buildings along with future development area. The listing of buildings under each component is as follows:

**Completed buildings with Occupancy Certificate (OC) received** - Tower 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Amenity Block 1 & 2

**Future development** - The future development has leasable area of 103,884 sq. ft., which is indicative and is subject to change once the internal business plans are in place or the construction is completed.

The tower wise break up for the Subject Property is mentioned in the table below:

Particulars	Leasable Area (sq. ft.)	Floor (#)	Average Floor Plate (sq. ft.)	Status	Expected Completion Date
Tower 1	340,830	13	26,218	Completed	NA
Tower 2	381,348	14	27,239	Completed	NA
Tower 3	309,848	11	28,168	Completed	NA
Tower 4	350,824	13	26,986	Completed	NA
Tower 5	411,187	14	29,371	Completed	NA
Tower 6	310,797	11	28,254	Completed	NA
Tower 7	362,101	13	27,854	Completed	NA
Tower 8	773,216	14	55,230	Completed	NA
Tower 9	315,135	11	28,649	Completed	NA
Tower 10 (SEZ & Customs Office)	40,965	5	8,193	Completed	NA
Amenity Block 1	70,169	3	23,390	Completed	NA
Amenity Block 2	28,061	3	9,354	Completed	NA
Tower 11	103,884	-	-	Future Development	Q3 FY 2025-26
<b>Total/WA</b>	<b>3,694,482</b>		<b>26,575</b>		

Source: Architect's Certificate (05<sup>th</sup> May 2023), Rent Roll as at 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client Information

### 3.1 Key Asset Information

#### Completed Buildings with Occupancy Certificates (OC) received

Particulars	Details
<b>Entity:</b>	Candor Gurgaon One Realty Projects Private Limited
<b>Interest owned by REIT (%):</b>	Subject Property is wholly owned by Candor Gurgaon One Realty Projects Private Limited which is proposed to be 50% owned and controlled by the Brookfield India REIT <sup>1</sup>
<b>Age of building based on the date of Occupancy Certificate:</b>	Tower 1 - 5 years and 02 months Tower 2 - 8 years Tower 3 - 8 years Tower 4 - 8 years Tower 5 - 5 years and 1 months Tower 6 - 4 year and 4 months Tower 7 - 3 year and 8 months Tower 8 - 2 year and 5 months Tower 8A - 2 year and 1 months Tower 9 - 4 year and 4 months Amenity Block 1 - 2 year and 1 months Amenity Block 2 - 2 year and 5 months
<b>Asset Type:</b>	Approved IT/ITeS SEZ
<b>Sub-Market:</b>	Gurugram South
<b>Approved and Existing Usage:</b>	IT/ITeS SEZ
<b>Land Area (acres):</b>	~25.187
<b>Freehold/Leasehold:</b>	Freehold Land
<b>Leasable Area:</b>	3,694,482 sq. ft.
<b>Occupied Area:</b>	2,786,867 sq. ft.
<b>Committed Occupancy (%) *</b>	75.43%
<b>Current Effective Rent (excluding parking)</b>	INR 77 per sq. ft. per month (for Office)
<b>Current Effective Rent (excluding parking)</b>	INR 75 per sq. ft. per month (including Office and Retail)
<b>Number of Tenants</b>	19 (office)*

Source: Architect's Certificate (05<sup>th</sup> May 2023), Rent Roll as at 31 March 2023, Lease Deeds / Leave and Licence Agreements and Client Information

Refer company structure set out in Annexure 2)

\*Committed Occupancy = (Occupied area + Completed area under Letters of Intent) / Completed Leasable area

\*\* Wipro's (Group Companies) Includes (M/s Wipro HR Services India Private Limited and Wipro Limited) and Evalueserve's (Group Companies) includes Evalueserve SEZ (Gurgaon) Private Limited and Evalueserve.com Private limited..



### Future Development

Particulars	Details
<b>Interest owned by REIT (%):</b>	Subject Property is wholly owned by Candor Gurgaon One Realty Projects Private Limited, which is proposed to be 50% owned and controlled by the Brookfield India REIT
<b>Expected completion date of construction:</b>	Q4 FY 2025-26
<b>Asset type:</b>	Approved IT/ITeS SEZ
<b>Sub-market:</b>	Gurugram South
<b>Approved Usage:</b>	IT/ITeS SEZ
<b>Leasable Area:</b>	103,884 sq. ft.
<b>Status of construction:</b>	Future Development
<b>Approvals received and pending:</b>	No approvals have been obtained as on date of valuation

*Source: Architect's Certificate (05<sup>th</sup> May 2023), and Client Information*



### 3.2 Subject Property Inspection

<b>Date of Inspection:</b>	The Subject Property comprising 12 operational buildings along with one future development areas was physically inspected on 29 <sup>th</sup> March 2023.
<b>Inspection Details:</b>	<p>The inspection comprised of visual inspection of:</p> <ol style="list-style-type: none"> <li>a. Operational buildings</li> <li>b. Visits to their key utility areas such as LT electric room, DG Room, Pump room, HVAC installations, power back up, STP, etc, and</li> <li>c. Area provisioned for Future development.</li> </ol>
<b>Key Observations:</b>	
<p>The Subject Property is an IT/ITeS office space developed in a campus format offering large floor plates with significant open/ green areas and number of amenities for occupiers.</p> <ul style="list-style-type: none"> <li>• <b>Completed/ Operational Building:</b> <p>The operational buildings in the campus are Tower 1, 2, 3, 5, 6, 7, 8, 9, 10, two amenity blocks (Block 1 &amp; 2), with OC received collectively admeasure 3,694,482 sq. ft.# of leasable area.</p> <p>The operational buildings comprise;</p> <ol style="list-style-type: none"> <li>a. Office: 10 office towers namely 1, 2, 3, 5, 6, 7, 8, 9 and 10 having leasable area of 3,596,251 sq. ft. The office towers are occupied by multiple tenants. Major tenants in these towers are Capgemini, Fidelity, Wipro, Evalueserve etc.</li> <li>b. Amenity Block: Two amenity blocks: Block 1 &amp; 2 having total leasable area of 98,230 sq. ft. It constitutes retail area catering all basic requirements of occupiers viz. F&amp;B (in the form of multi-cuisine food courts and in-house kitchens), bank ATM, creche, sports arena, wellness centre, etc. Major tenants in these blocks are JRD (Food Boulevard), Maira Fitness, PNR.</li> </ol> </li> <li>• <b>Future development:</b> <p>The Future Development with leasable area of 103,884 sq. ft. is expected to be completed by Q4-FY 2025-26.</p> </li> </ul> <p><b><u>Other Amenities</u></b></p> <ul style="list-style-type: none"> <li>• The Subject Property has STP, rooftop solar panels, water efficient landscaping, 100% organic waste recycling through composting and LED lights. The safety features and power back-up facilities are at par with the best in the industry.</li> </ul>	



**Awards & Certifications**

- G1 has been awarded the IGBC Platinum Rating for sustainability in addition to the BEE 5-star rating for energy efficiency and group wide ISO Certification for Quality, Environment, Occupational Health & Safety and Energy management, namely ISO 9001, ISO 14001, ISO 45001 and ISO 50001

**Parking**

- The large parking requirement is catered by multilevel basements and open area parking slots contributing to 5,780 (including future developments) parking spaces.

**Other Observations**

- The Subject Property has two entry and two exit points which are managed according to the campus traffic circulation plan.
- Apart from regular upgradation activities, the Subject Property has witnessed a major revamp (both inside and outside the campus) leading to overall improved aesthetics.
- The visual inspection of the buildings and the future development area did not reveal any cause of concern with no visible signs of any disrepair or ill maintenance.
- The utility areas also appeared well maintained, visually.
- No instances of any major logging or water accumulation were observed during the inspection.



### 3.3 Investigation and nature and source of information

The Valuer undertook physical visits of the Subject Property wherein the buildings and related assets were visually inspected to assess the condition of the buildings and the apparent state of its maintenance/upkeep.

Information related to state and structure of the relevant real estate market for the Subject Property was sourced from the industry and market report prepared by Cushman and Wakefield who were appointed by the Client to undertake market research and portfolio analysis of the Property proposed to be part of the REIT.

The Valuer relied on the following information and documents shared by the Client with respect to the Subject Property:

Title Report prepared by the Legal Counsel of the Client covering the type of ownership interest enjoyed and information on ongoing litigation with respect to the Subject Property

Architect's Certificates (Dated: 05<sup>th</sup> May 2023) mentioning site areas and property areas

Relevant approval documents from competent authorities regarding occupancy, operations and fire safety with respect to specific buildings in the Subject Property

Lease agreements and commercial clauses thereof for major tenants on a sample basis

Masterplan/ Development plan applicable in the jurisdiction of the Subject Property

Management representation regarding the following:

Major repairs undertaken and proposed in the Subject Property (*please refer Annexure 8*)

Statement of Assets

Revenue pendency, if any

Options or rights of pre-emption and any other encumbrances concerning or affecting the property.





### 3.4 Tenant Profile

As of 31 March 2023, the Subject Property's top 10 tenants occupying space in the Subject Property, account for ~80% of leased area and ~78% of the gross rental income (including office and retail tenants).

Rank	Top 10 Tenant according to Leased Area	Leased Area (sq. ft.)
1	Capgemini	560,546
2	Fidelity	315,035
3	Wipro	271,043
4	Evalueserve	223,774
5	Midland Credit Management	221,794
6	Cognizant Technology	162,851
7	R1 RCM	135,441
8	NTT Data	113,858
9	Guardian	108,702
10	COLT	107,732
<b>Total</b>		<b>2,220,776</b>

Source: Rent Roll as at 31<sup>st</sup> March 2023 and Client Information

Rank	Top 10 Tenants according to Gross Rentals	Share of Gross Rentals
1	Capgemini	19%
2	Fidelity	10%
3	Evalueserve**	9%
4	Midland Credit Management	8%
5	Wipro**	8%
6	Cognizant Technology	6%
7	R1 RCM	5%
8	Guardian	5%
9	COLT	4%
10	NTT Data	4%
<b>Total</b>		<b>79%</b>

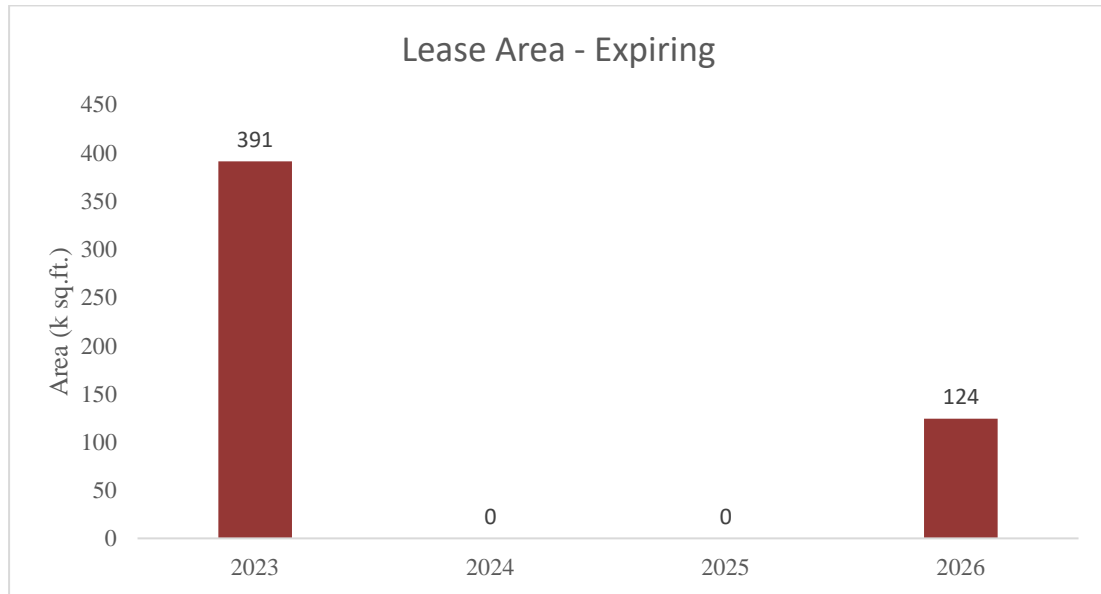
Source: Rent Roll as at 31<sup>st</sup> March 2023 and Client Information

\*\* Wipro's (Group Companies) Includes (M/s Wipro HR Services India Private Limited and Wipro Limited) and Evalueserve's (Group Companies) includes (Evalueserve SEZ (Gurgaon) Private Limited and Evalueserve.com Private Limited).



### 3.5 Lease Expiry Profile

The Weighted Average Lease Expiry (WALE) of the property is 6.7 years, with ~19% of occupied area expiring between 2023 and 2026 as shown in the chart below (including office, retail and telecom tenants).



Source: Rent Roll as at 31<sup>st</sup> March 2023 and Client Information

Notes:

1. The chart is prepared on the basis of Calendar Year.
2. Here 2023 represents April 2023 to December 2023.



## 4 Valuation Approach & Methodology

### 4.1 Asset-specific Review:

Since the real estate industry is dynamic and is influenced by various factors (such as existing supply, demand for spaces, quality of spaces available in the market, overall health of the economy, existing rentals, future growth plans, etc.) at a particular point in time, negotiated rents may tend to move away from the prevalent market rents over a period of time. It has also been witnessed that the market rents for some properties or submarkets increase or decrease at a rate significantly different from those agreed to in initial leases. These factors reinforce the need to review each of these leases in isolation to assess the intrinsic value of the property under review.

As the first step to the valuation of the asset, the rent roll and lease deeds were reviewed to identify tenancy characteristics for the asset.

Property Documents and other related documents as mentioned in earlier sections of the report were reviewed for validation of area details, ownership interests of the Subject Property.

Physical site inspections were undertaken to assess the current status of the Subject Property.

### 4.2 Micro-market Review:

For the purpose of the valuation exercise, reliance has been placed on the market report prepared by the Cushman and Wakefield (C&WI), who has been appointed by the Client as an independent consultant to carry out industry and market research. Accordingly, the review was carried out in the following manner

1. An assessment of the site and surroundings has been undertaken with respect to the prevailing activities, market dynamics impacting the values and the current use of the respective Property vis-à-vis its locational context, etc. Analysis of the micro-market was undertaken primarily based on the findings of the industry/market report prepared by Cushman and Wakefield and readily available information in public domain to ascertain the transaction activity of commercial/IT office space. The analysis entailed review of comparable assets in terms of potential competition (both completed and under-construction/planned assets), comparable recent lease transactions witnessed in the micro-market along with the historical leasing and re-leasing history within the asset over the last 2-3 years, if available. This was undertaken to assess the market rent (applicable rental for the micro-market where the asset is located) and achievable market rent (Valuer's view on achievable rent for the Subject Property for leasing vacant spaces as well as upon releasing).



### 4.3 Cash Flow Projections:

1. Subject property is a completed building. The cash flows has been projected as mentioned below to arrive at the value estimate.
2. Net operating income (NOI) has primarily been used to arrive at the value of the Subject Property. The following steps were undertaken to arrive at the value. The projected future cash flows from the property are based on existing lease terms. These cash flows have been projected for a duration of 10-years from the date of valuation and for 11th year (for assessment of terminal value based on NOI). These future cash flows are then discounted to present-day value (valuation date) at an appropriate discount rate. Principally, the following steps have been undertaken to assess the rent over a 10-year time horizon:

**Step 1:** Projecting the rental income as per the existing lease terms for a cashflow period of 10 years.

**Step 2:** Generating a market led rental income stream for identified tenancies for the time period similar to the cash flows drawn in the aforementioned step.

**Step 3:** Computing the monthly rental income projected as part of Step 1&2 and translating the same to a quarterly income (for the next 10 years and NOI of the 11<sup>th</sup> year - considered for calculation of terminal value).

3. Recurring operational expenses, and vacancy provision have been adopted in-line with prevalent market dynamics. In addition, appropriate rent-free periods have been adopted during lease roll-overs to consider potential rent-free terms as well as outflows towards brokerage. For the Subject Property, operational revenues and expenses of the respective assets are reviewed to understand the recurring, non-recurring, recoverable and non-recoverable expenses and accordingly estimate the margins on the common area maintenance income which accrues as cash inflows to the Subject Property.
4. The net income on quarterly basis have been projected over the next 10 years and the one year forward NOI (for 11<sup>th</sup> year) as of end of year 10 has been capitalized to assess the terminal value of the development. The quarterly net cash flows over the next 10 years along with the terminal value estimated at the end of year 10 have been discounted at a suitable discount rate to arrive at the net present value of the cash flows accruing to the Subject Property through this approach.

### 4.4 Information Sources:

Property related information relied upon for the valuation exercise have been provided to the Valuer by the Client and the market data has been provided by Cushman and Wakefield, unless otherwise mentioned. The documents provided have been assumed to be a true copy of the original. The rent rolls have been cross checked with the lease deeds on a sample basis only to ensure its correctness.



## 5 Assumptions considered in Valuation (DCF Method)

The following assumptions have been made to arrive at the market value of the Subject Property:

Cashflow Period	Unit	Details
Valuation Date	Date	31-March-23
Cashflow Period	Years	10
Cashflow Exit Period	End Date	31-March-33

### Property Details

Property Details	Unit	Details
Total Leasable Area	Sq. ft.	3,694,482
Area Leased	Sq. ft.	2,786,867
Committed Occupancy*	%	75.43%
Vacant Area	Sq. ft.	907,615
Vacancy	%	24.57%
Stabilized Vacancy	%	2.5%
Further Leasing <sup>#</sup>	Sq. ft.	815,253
Existing Lease Rollovers	%	100%
Rent Free Period- Existing Leases (First Year)	Months	1
Rent Free Period- New Leases	Months	4
Total Parking Slots	#	5780
Estimated Leasing Period	# of quarters	20

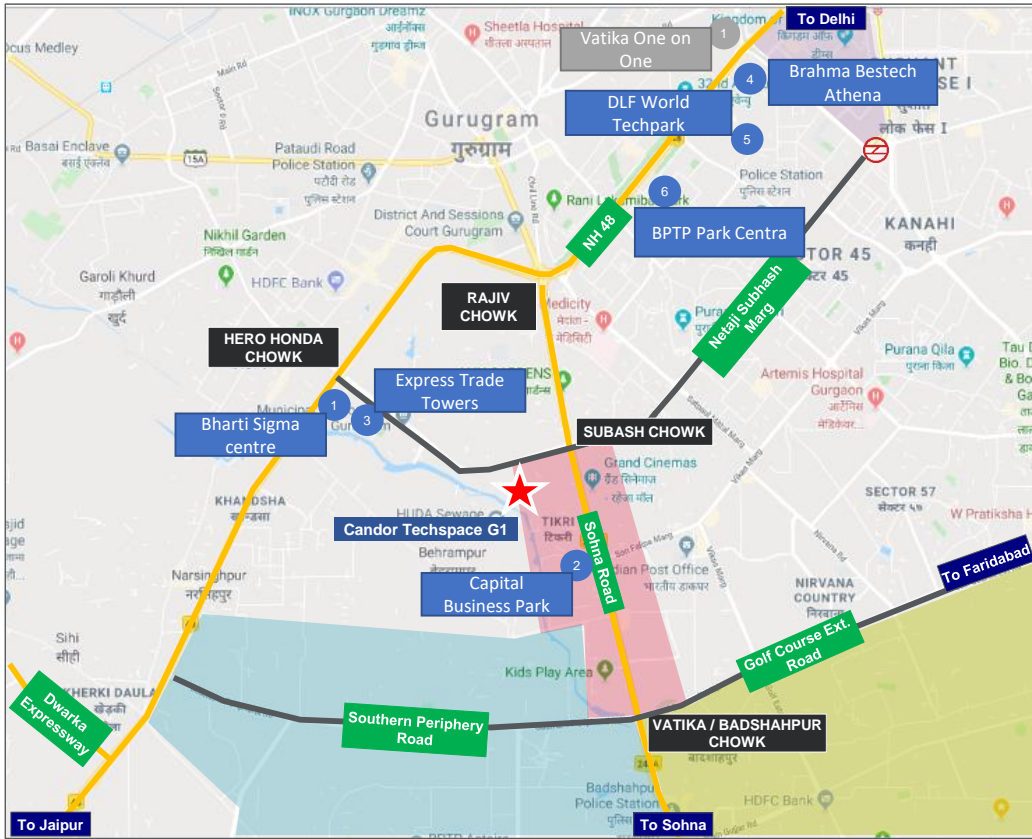
Source: Architect's Certificate (Dated: 05<sup>th</sup> May 2023), \*Rent Roll as at 31 March 2023

Note: Further Leasing and Estimated Leasing Period relate to the existing Vacant Area.

\*Committed Occupancy = (Occupied area + Completed area under Letters of Intent) / Completed Leasable Area

- **Rent-free period:** In accordance with market benchmarks for Grade A properties, rent-free period of one month has been considered for existing lease rollovers and four months for new leases.
- **Future absorption:**
  - Over 2015 - Q1 2023, the Gurugram South micro market has witnessed an average annual net absorption of approximately 0.62 msf.
  - Going forward, the micro market is expected to have an average annual demand of approximately 1.48 msf. per annum till 2025E.
  - Considering the above, it would be reasonable to believe that the Subject Property shall be able to lease up ~0.81 msf within 20 quarters from July 2023 after incorporating a 2.5% stabilised vacancy which is a standard for Grade A office properties in the market.
  - We have considered 3 months delay in leasing for the vacant spaces and fresh spaces that may come up because of expiry of lease period in 2023.

**Subject Property and Relevant Existing/Upcoming Supply in the Gurugram South Micro Market**



Source: Cushman and Wakefield Research

Note: Blue boxes signify existing supply and grey box signifies upcoming supply.





### Revenue Assumptions

Revenue Assumptions	Unit	Details
Achievable Market Rent- Office (Base)	Per sq. ft. per month	INR 76.00
Achievable Market Rent- Retail (Base)	Per sq. ft. per month	INR 96.00
Achievable Market Rent - Office (including Parking)	Per sq. ft. per month	INR 80.00
Achievable Market Rent - Retail (including Parking)	Per sq. ft. per month	INR 100.00
Other Income	Per sq. ft. per month	INR 0.07
Rental Growth Rate (for FY'25 - FY'28)	% p.a.	6.0%
Rental Growth Rate (for FY'29 onwards)	% p.a.	5.0%
O&M Markup Growth Rate (including Sinking Fund)	% p.a.	4.0%
O&M Markup Growth Rate (MIOP Margin*)	% p.a.	5.0%
Normal Market Lease Tenure	# of years	9
Normal Market Escalation at end	# of years	3
Market Escalation at the end of Escalation period	%	15%
O&M Markup for future leases	Per sq. ft. per month	INR 6.19

*Note: \*MIOP (Candor India Office Park) provides project management services to the properties of Brookfield India REIT which include services pertaining to construction, operations, procurement, accounting, legal and compliance services.*

*\*\* Income Support is applicable on the areas that are currently vacant and on identified expiries due in FY 2024. The Income Support and CAM support of INR 80 and INR 12 PSF/Month respectively are applicable till March 31, 2024. Both will escalate by 5% from April 1, 2024 and be applicable till March 31, 2025."*

- **Market rent - office:**

- Achievable market rent includes parking charges of INR 4 per sq. ft. per month (considering the parking rent of INR 5,000 per slot per month)
- Approximately 0.07 million sq. ft. was leased in the rental range of INR 75-89 per sq. ft. per month (including parking).

#### Lease Transactions 2021-2023

Tenants	Year	Area (sq. ft)	Rent (INR per sq. ft) (Including Parking)
<b>Wipro</b>	2022	26,023	89
<b>Marelli</b>	2022	39,497	75

*Source: Rent roll as at 31<sup>st</sup> March 2023 and Client Information*

- Considering the location, accessibility, quality, size of the building, and keeping in view of the future supply, which is very limited, enable the SEZ buildings to command a premium hence it can reasonably be assumed that the Subject Property shall be able to command a monthly rental of INR 80 per sq. ft. per month (including parking charges).
- **Market rent growth rate:** Considering the balanced absorption and future supply profile in the competitive REIT micro-market, we expect annual growth in achievable market rentals to be in the range of 5-6% in the medium to long term.

The occupiers have started evaluating their return to office strategy. However, as the same is likely to take some time to translate into demand for office space. Hence, we have considered an annual rental growth of 6.0% during FY'25 to FY'28.



- **Other income:** We have been provided with other income for Visitor Car Park, Signage, ATM, Telecom Tower, Kiosk, Event, Vending Machine, service connection and other charges and miscellaneous income. We have considered an annual growth of 5% on other income.
- **O&M Mark-up:** O&M revenues and expenses were shared by the client. O&M Mark-up constitutes two components, namely, O&M Mark-up including sinking fund and MIOP Mark-up. Since O&M revenues include sinking fund which is being charged at a constant rate without any growth assumed on it; the growth rate for O&M Mark-up has been suitably adjusted to normalise it over the future tenure. The O&M Mark-up for the Subject Property for FY'23 ranges from INR 5-10 per sq. ft. per month., the total MIOP expense for the period between 1<sup>st</sup> April 2022 - 31 March 2023 for G1 is considered to be INR 38.14 Million and escalated at 8% annually for subsequent years. Thus, the MIOP expense for the period, the tenants are charged INR 3.31 - 7.74 per sq. ft. per month, based on their tenancy type on account of MIOP expense plus Mark-up.
- **Efficiency:** In order to normalise the efficiency at which the leases have happened in the Subject property over the past six months, we have decreased the efficiency of the existing leases to 75% where it was more than 75%, when the area gets re-leased on expiry.
- **MIOP:** For the purpose of valuation, as per the understanding given to us by the client, we understand that G1 will not entitled to receive MIOP income and corresponding cost till FY'2053-54. Post FY'2053-54, net cash flow from MIOP will be included in the valuation. The same has been reflected in our valuation.



### Operating Cost Assumptions

Cost Assumptions	Unit	Details
Brokerage cost (Renewal/Release)	Month Rent	1 Month Rent
Brokerage cost (New Lease)	Month Rent	2 Month Rent
Other Costs for vacant area for the property owner	Per sq. ft./month	INR 6.40
Property Tax	Per sq. ft./month	INR 0.09
Cost Escalation	% p.a.	5.0%
Transaction Cost on sale	% of Terminal Value	1.0%
Maintenance Capex as % of Revenue (Base Rent + Parking)	%	2.0%

Please note that there is a general development expenditure of INR 247.4 million to be incurred on the Subject Property

- **Brokerage:** In accordance with the market benchmarks for Grade A properties, we have assumed brokerage expense amounting to two months for new leases and one month for existing lease rollovers.
- **Property Tax:** Property tax has been provided for FY'23 and the same has been projected to increase at 5% per annum from FY'24 onwards. Insurance cost forms a part of O&M cost and has been adjusted against the O&M Margin.
- **Transaction cost** has been assumed at 1% of the terminal value and is expected to be incurred towards brokerage, transaction fees, etc



### Discount Rate & Capitalisation rate assumptions

- Capitalization Rate:**

Capitalization rate (“Cap rate”) is a real estate industry metric referring to the ratio of the Net Operating Income (NOI) arising rental income to their gross asset value indicating the expected income yield of the investor from concerned property. It reflects the expectation of the investor on stability of rental income driven by the asset quality, tenant profile, market demand-supply dynamics and macro-economic expectations on prevailing risk free/low risk interest rates.

In order to arrive at the capitalization rate for the property, relevant parameters of some key investments in comparable properties of similar quality, use, tenant profile made by institutional real estate investors were perused. Further, considering that these investments have been made through private equity and the subject valuation is being carried out for a proposed public listing with better liquidity/marketability of ownership interest, the cap rate for the Subject Property has been assumed to be 8% in line with the available market information applied on the one year forward NOI in the terminal year.

Name of Seller	Name of Buyer	Location	City	Name of Building	Type of Building	Year of Transaction	Area (Sq.ft)	Deal Size (INR Mn)	Capitalization Rate
Prestige Estates	CPPIB*	Koramangala	Bangalore	Prestige RMZ Star Tech	Commercial	2022	13,70,000	969	7.6% - 7.8%
Hines	DCCDL - GIC	Gurugram	Gurugram	One Horizon Centre	Commercial	2020	4,21,134	10,101	~8%
Embassy Sponsor Group	Embassy Office Parks REIT	ORR, Bangalore	Bangalore	Embassy Tech Village	Commercial	2020	91,00,000	97,824	~8%
Tishman Speyer	Shapoorji Pallonji-Allianz	Gachibowli, Hyderabad	Hyderabad	Waverock	Commercial	2019	23,00,000	18,000	~8%
Radius Developers	Blackstone	Bandra, BKC	Mumbai	One BKC	Commercial	2019	7,00,000	25,000	8%-8.25%
Essar Group	Brookfield Asset Management	Off BKC, Mumbai	Mumbai	Equinox Business Park	Commercial	2018	12,50,000	24,500	~8.5%
Indiabulls Real Estate	Blackstone	Ambattur, Chennai	Chennai	One Indiabulls	Commercial	2018	18,80,000	9,000	8.33%
JV of Shapoorji and CPPIB	Mapletree	Perungudi, Chennai	Chennai	SP Infocity	Commercial	2018	27,00,000	24,000	7.75%-8%

Source: Secondary Market Research

Note: The above information is based on information published in public domain and discussions with various market player



- **Discount Rate**

This discount rate applied to the available cash flows reflect the opportunity cost to all the capital providers, namely shareholders (Cost of Equity) and creditors (Cost of Debt), weighted by the relative contribution to the total capital of the company (WACC). The opportunity cost to the capital provider equals the rate of return the capital provider expects to earn on other investments of equivalent risk.

For the purpose of arriving at the Cost Equity, we have benchmarked with listed comparable of Embassy Office Parks REIT which has been trading since April 2019. The Cost of Debt is assumed on the basis of the marginal cost of debt that the SPV owning the Subject Property has been able to avail and the general borrowing rates of similar assets. The Weights attributed to equity and debt were benchmarked against similar portfolios/properties in the market.

The derived discount rate of 11.75% for completed buildings was found to be aligned with the expectations of international investors investing in similar assets.



**Future Development : Tower 11**

Please note that all assumptions mentioned above under the “Completed Property” section holds true for “Future development” buildings. The exceptions if any are as elaborated below:

**Property Details**

Property Details	Unit	Future Development
Total Leasable Area	Sq. ft.	103,884
Stabilized Vacancy	%	2.5%
Existing Lease Rollovers	%	100%
Rent Free Period - New Leases	Months	4
Estimated Leasing Period	# of quarters	7

**Construction Related Assumptions**

Construction Related Assumptions	Units	Future Development
Start Date of Construction	MMM-YY	Apr -25
End Date of Construction	MMM-YY	Mar -26
Total Construction Cost <sup>3</sup>	INR Million	493
Construction Cost Incurred till Date	INR Million	-
Construction Cost to be Incurred	INR Million	493

Notes:

1. Total Construction Cost includes cost of development of the common areas in the Subject Property.





### Revenue Assumptions

Revenue Assumptions	Unit	Details
Achievable Market Rent- Office (Base)	Per sq. ft. per month	INR 76.00
Achievable Market Rent - Office (including Parking)	Per sq. ft. per month	INR 80.00
Rental Growth Rate (for FY'25 - FY'28)	% p.a.	6.0%
Rental Growth Rate (for FY'29 onwards)	% p.a.	5.0%
O&M Markup Growth Rate (including Sinking Fund)	% p.a.	4.0%
O&M Markup Growth Rate (MIOP Margin)*	% p.a.	5.0%
Normal Market Lease Tenure	# of years	9
Normal Market Escalation at end	# of years	3
Market Escalation at the end of Escalation period	%	15%
O&M Markup for future leases	Per sq. ft. per month	INR 6.19

*Note: \*MIOP (Candor India Office Park) provides project management services to the Subject Property of Brookfield India REIT which include services pertaining to construction, operations, procurement, accounting, legal and compliance services.*

### Capitalization Rate and Discount Rate

With reference to the explanation in completed property section, the cap rate for the Subject Property has been assumed to be 8% in line with the available market information applied on the one year forward NOI in the terminal year. Owing to the various risks pertaining to the under-construction/ future development properties, we have considered a risk premium of 125bps, to derive the WACC of 13.00% for future development properties. This is in line with the expectations of international investors investing in similar assets.



## 6 Market Value

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which she has no knowledge, the opinion of value of the aforementioned Subject Property (Completed and Future Development) comprising land and improvements thereon, as explained above, on the below mentioned dates, is as follows

Component	Market Value as on	In Figures	In Words
Completed Building	31 March 2023	INR 49,401 Million	Indian Rupees Forty-Nine Billion Four Hundred and One Million Only
Future Development	31 March 2023	INR 548 Million	Indian Rupees Five Hundred and Forty-Eight Million Only

### POTENTIAL ACHIEVABLE PRICE ESTIMATION OF MIOP FOR 31ST MARCH 2025 BASED ON 28 YEARS CASHFLOW

The Valuer is of the opinion that subject to the overriding stipulations contained within the body of this report and to there being no onerous restrictions or unusual encumbrances of which he has no knowledge, the potential achievable price of MIOP in the year 2025 is likely to be in the range of **INR 1,486 Million for completed buildings and INR 67 Million for Future development.**

(The above indicative is based upon our assessment of the market dynamics likely to be prevailing in 2025)

*Note- As per the information provided to us by the client, MIOP has been appointed to provide real estate operating services in relation to the leasing, management, operations of Candor Techspace G1 and administration of the Company's functions for a period of 30 years. As per the understanding between MIOP and Candor Techspace G1, the cashflows of the real estate operating services will be part of MIOP till 30 years, post which, the cashflows of the services will accrue to Candor Techspace G1 the same would be included while calculating the market value of G1. The above indicative range is based upon our assessment of the market dynamics likely to be prevailing in 2025.*

### Ready Reckoner Rate

Component	Rate
Built up area	INR 6,600 per sq. ft.
Land area	INR 1,80,000 per sq. yard.

For reference, please refer Annexure 7

I, L. Anuradha, the Valuer for the Subject Property, hereby declare that:

- I am fully competent to undertake the valuation,
- I am independent and have prepared the report on a fair and unbiased basis, and
- I have valued the properties based on the valuation standards as specified under sub-regulation 10 of regulation 21 of Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014

Prepared by

(L.Anuradha)

IBBI/RV/02/2022/14979





## **D ANNEXURES**



## Annexure 1: Cash Flows

**Completed Buildings:** with Occupancy Certificate (OC) received (Tower 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and Amenity Block 1 & 2)

Particulars	Unit	1	2	3	4	5	6	7	8	9	10	11
		1-Apr-23	1-Apr-24	1-Apr-25	1-Apr-26	1-Apr-27	1-Apr-28	1-Apr-29	1-Apr-30	1-Apr-31	1-Apr-32	1-Apr-33
		31-Mar-24	31-Mar-25	31-Mar-26	31-Mar-27	31-Mar-28	31-Mar-29	31-Mar-30	31-Mar-31	31-Mar-32	31-Mar-33	31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	2,321	2,611	2,989	3,299	3,691	4,006	4,296	4,809	5,067	5,281	5,706
Parking Income	INR Million	57	57	61	62	60	59	51	37	39	40	27
O&M Markup	INR Million	194	219	246	272	306	337	351	368	384	400	418
Other Income (Telecom)	INR Million	31	32	34	36	37	39	41	43	46	48	50
<b>Total Income</b>	<b>INR Million</b>	<b>2,603</b>	<b>2,920</b>	<b>3,329</b>	<b>3,669</b>	<b>4,095</b>	<b>4,441</b>	<b>4,740</b>	<b>5,257</b>	<b>5,535</b>	<b>5,769</b>	<b>6,201</b>
<b>Total Income from occupancy</b>	<b>INR Million</b>	<b>2,603</b>	<b>2,920</b>	<b>3,329</b>	<b>3,669</b>	<b>4,095</b>	<b>4,441</b>	<b>4,740</b>	<b>5,257</b>	<b>5,535</b>	<b>5,769</b>	<b>6,201</b>
<b>OPERATING COSTS</b>												
CAM Costs For Vacant Areas	INR Million	(64)	(63)	(56)	(41)	(19)	-	-	-	-	-	-
Property Taxes	INR Million	(4)	(4)	(4)	(5)	(5)	(5)	(5)	(6)	(6)	(6)	(7)
<b>Total Operating Costs</b>	<b>INR Million</b>	<b>(69)</b>	<b>(68)</b>	<b>(60)</b>	<b>(46)</b>	<b>(24)</b>	<b>(5)</b>	<b>(5)</b>	<b>(6)</b>	<b>(6)</b>	<b>(6)</b>	<b>(7)</b>
<b>Net operating Income</b>	<b>INR Million</b>	<b>2,535</b>	<b>2,852</b>	<b>3,269</b>	<b>3,623</b>	<b>4,072</b>	<b>4,436</b>	<b>4,735</b>	<b>5,252</b>	<b>5,529</b>	<b>5,762</b>	<b>6,194</b>
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	77,427	-
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(774)	-
Fit Out Income	INR Million	28	30	30	32	35	35	37	40	40	43	-
<b>Total Net Income</b>	<b>INR Million</b>	<b>2,563</b>	<b>2,882</b>	<b>3,299</b>	<b>3,656</b>	<b>4,107</b>	<b>4,471</b>	<b>4,772</b>	<b>5,292</b>	<b>5,569</b>	<b>82,458</b>	-
Maintenance Capex	INR Million	(48)	(53)	(61)	(67)	(75)	(81)	(87)	(97)	(102)	(106)	-
Brokerage Expenses	INR Million	(13)	(36)	(38)	(60)	(72)	(23)	(61)	(37)	(28)	(61)	-
<b>Total Construction Costs</b>	<b>INR Million</b>	<b>(247)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Rental Support	INR Million	1,263	737	-	-	-	-	-	-	-	-	-
<b>Net Cashflows</b>	<b>INR Million</b>	<b>3,518</b>	<b>3,529</b>	<b>3,200</b>	<b>3,528</b>	<b>3,960</b>	<b>4,366</b>	<b>4,624</b>	<b>5,158</b>	<b>5,439</b>	<b>82,290</b>	-

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Completed Buildings MIOP 30 Years Calculation:** with Occupancy Certificate (OC) received (Tower 1, 2, 3, 4, 5, 6, 7, 9, 10 and Amenity Block 1 & 2)

Particulars	Unit	1-Apr-23	2-Apr-25	3-Apr-26	4-Apr-27	4-Apr-28	5-Apr-29	6-Apr-30	7-Apr-31	7-Apr-32	8-Apr-33	9-Apr-34	10-Apr-35	10-Apr-36	11-Apr-37	12-Apr-38
		31-Mar-24	2-Apr-26	3-Apr-27	3-Apr-28	4-Apr-29	5-Apr-30	6-Apr-31	6-Apr-32	7-Apr-33	8-Apr-34	9-Apr-35	9-Apr-36	10-Apr-37	11-Apr-38	12-Apr-39
BIOP Income	INR Million	175.51	195.19	215.24	234.68	258.70	281.31	295.38	310.15	325.65	341.94	359.03	376.99	395.84	415.63	436.41
BIOP Expenses	INR Million	(91.11)	(91.11)	(91.11)	(98.40)	(106.28)	(114.78)	(123.96)	(133.88)	(144.59)	(156.16)	(168.65)	(182.14)	(196.71)	(212.45)	(229.44)
Net Cash Flow	INR Million	84.40	104.08	124.12	136.27	152.43	166.53	171.42	176.27	181.07	185.78	190.39	194.85	199.13	203.18	206.97
Terminal Cahflow	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Unit	13-Apr-39	13-Apr-40	14-Apr-41	15-Apr-42	16-Apr-43	16-Apr-44	17-Apr-45	18-Apr-46	19-Apr-47	19-Apr-48	20-Apr-49	21-Apr-50	22-Apr-51	22-Apr-52	23-Apr-53	23-Apr-54
		12-Apr-40	13-Apr-41	14-Apr-42	15-Apr-43	15-Apr-44	16-Apr-45	17-Apr-46	18-Apr-47	18-Apr-48	19-Apr-49	20-Apr-50	21-Apr-51	21-Apr-52	22-Apr-53	23-Apr-54	23-Apr-55
BIOP Income	INR Million	458.23	481.14	505.20	530.46	556.98	584.83	614.07	644.77	677.01	710.86	746.41	783.73	822.91	864.06	907.26	952.63
BIOP Expenses	INR Million	(247.80)	(267.62)	(289.03)	(312.15)	(337.13)	(364.10)	(393.22)	(424.68)	(458.66)	(495.35)	(534.98)	(577.78)	(624.00)	(673.92)	(727.83)	(786.06)
Net Cash Flow	INR Million	210.43	213.52	216.17	218.30	219.85	220.73	220.85	220.09	218.36	215.51	211.43	205.95	198.92	190.14	179.43	166.57
Terminal Cahflow	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,082.09	-

MIOP income has been escalated 5% p.a. and MIOP expenses has been escalated 8% p.a.

As described on page 45, as per the information given by the client, G1 is entitled to receive MIOP net income post FY'2054-55.





**Future Development: Tower 11**

Particulars	Unit	01-Apr-23 31-Mar-24	01-Apr-24 31-Mar-25	01-Apr-25 31-Mar-26	01-Apr-26 31-Mar-27	01-Apr-27 31-Mar-28	01-Apr-28 31-Mar-29	01-Apr-29 31-Mar-30	01-Apr-30 31-Mar-31	01-Apr-31 31-Mar-32	01-Apr-32 31-Mar-33	01-Apr-33 31-Mar-34
<b>OPERATING INCOME</b>												
Lease Rentals	INR Million	-	-	-	10	70	118	124	134	138	142	154
<b>Total Income</b>	INR Million	-	-	-	12	77	128	133	144	148	153	165
<b>Total Income from occupancy</b>	INR Million	-	-	-	12	77	128	133	144	148	153	165
<b>OPERATING COSTS</b>												
CAM Costs For Vacant Areas	INR Million	-	-	(9)	(7)	(2)	-	-	-	-	-	-
Property Taxes	INR Million	-	-	-	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)
<b>Total Operating Costs</b>	INR Million	-	-	(9)	(7)	(2)	(0)	(0)	(0)	(0)	(0)	(0)
<b>Net operating Income</b>	INR Million	-	-	(9)	4	75	128	133	144	148	153	165
Terminal Value	INR Million	-	-	-	-	-	-	-	-	-	2,064	-
Transaction Cost	INR Million	-	-	-	-	-	-	-	-	-	(21)	-
<b>Total Net Income</b>	INR Million	-	-	(9)	4	75	128	133	144	148	2,197	165
Maintenance Capex	INR Million	-	-	-	(0)	(1)	(2)	(2)	(3)	(3)	(3)	-
Brokerage Expenses	INR Million	-	-	-	(8)	(12)	-	-	-	-	-	-
<b>Total Construction Costs</b>	INR Million	-	-	(493)	-	-	-	-	-	-	-	-
<b>Net Cashflows</b>	INR Million	-	-	(502)	(4)	62	125	131	141	145	2,194	-

Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



**Future Development MIOP 30 Years Cashflows: Tower 11**

Particulars	Unit	1-Apr-23	2-Apr-25	3-Apr-26	4-Apr-27	4-Apr-28	5-Apr-29	6-Apr-30	7-Apr-31	7-Apr-32	8-Apr-33	9-Apr-34	10-Apr-35	10-Apr-36	11-Apr-37	12-Apr-38
		31-Mar-24	2-Apr-26	3-Apr-27	3-Apr-28	4-Apr-29	5-Apr-30	6-Apr-31	6-Apr-32	7-Apr-33	8-Apr-34	9-Apr-35	9-Apr-36	10-Apr-37	11-Apr-38	12-Apr-39
BIOP Income	INR Million	-	-	-	2.88	6.49	7.91	8.31	8.72	9.16	9.61	10.10	10.57	11.10	11.66	12.24
BIOP Expenses	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	INR Million	-	-	-	2.88	6.49	7.91	8.31	8.72	9.16	9.61	10.10	10.57	11.10	11.66	12.24
Terminal Cahflow	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Particulars	Unit	13-Apr-39	13-Apr-40	14-Apr-41	15-Apr-42	16-Apr-43	16-Apr-44	17-Apr-45	18-Apr-46	19-Apr-47	19-Apr-48	20-Apr-49	21-Apr-50	22-Apr-51	22-Apr-52	23-Apr-53	23-Apr-54
		12-Apr-40	13-Apr-41	14-Apr-42	15-Apr-43	15-Apr-44	16-Apr-45	17-Apr-46	18-Apr-47	18-Apr-48	19-Apr-49	20-Apr-50	21-Apr-51	21-Apr-52	22-Apr-53	23-Apr-54	23-Apr-55
BIOP Income	INR Million	12.85	13.50	14.17	14.88	15.62	16.40	17.22	18.09	18.99	19.94	20.94	21.98	23.08	24.24	25.45	26.72
BIOP Expenses	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	INR Million	12.85	13.50	14.17	14.88	15.62	16.40	17.22	18.09	18.99	19.94	20.94	21.98	23.08	24.24	25.45	26.72
Terminal Cahflow	INR Million	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	334.02

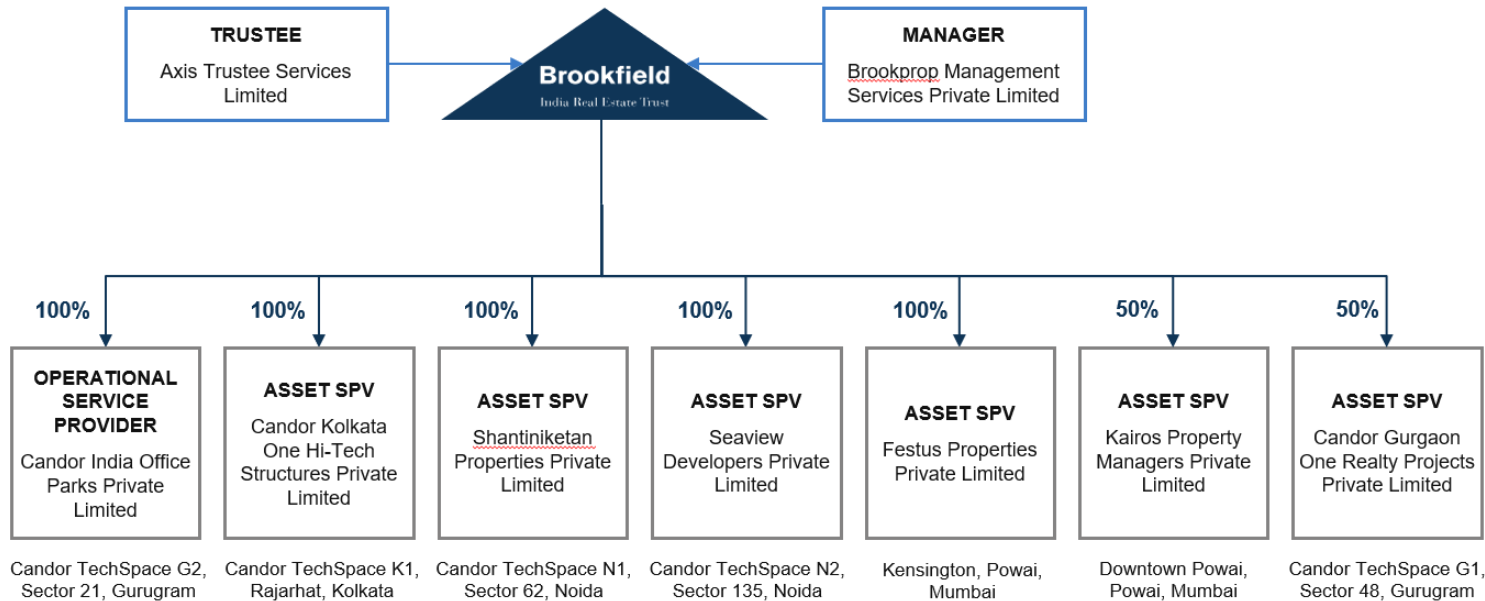
Note: We have arrived at the valuation using the quarterly cash flows and reproduced the above-mentioned annual cashflows for representation purposes.



Annexure 2: Proposed Ownership Structure

Holding Structure

**Brookfield**  
India Real Estate Trust



Notes:

1. By way of a scheme of amalgamation filed with the NCLT, Candor Gurgaon 2 has merged into Candor Kolkata. The NCLT has approved the scheme by way of its order dated 8 August 2019 and has approved the application for rectification of the aforesaid order by way of its order dated 14 November 2019. The scheme has been made effective from May 4 2020 with the approval of the BoA dated 5 March 2020 and ROC, Mumbai dated 4 May 2020
2. The Call Option SPVs are proposed to be acquired by the Brookfield India REIT in the future, subsequent to the listing of our units, pursuant to the Call Option Agreements. For further details on the Call Option Agreements, see “Key Terms of the Formation Transactions”



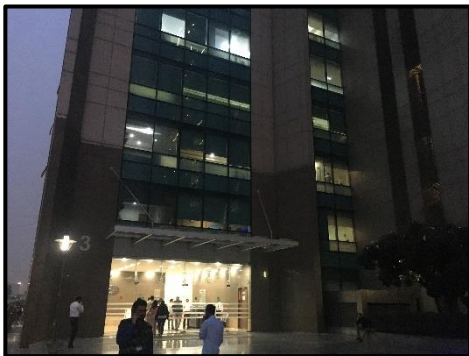
**Annexure 4: Property Photographs**



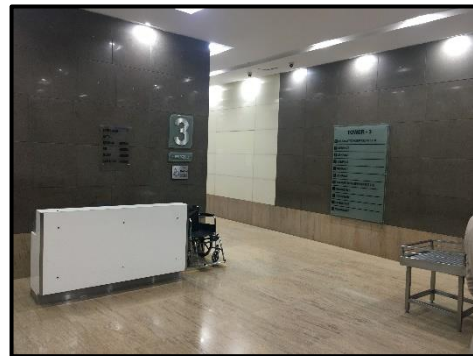
View of Tower 1



View of Tower 2 & 3



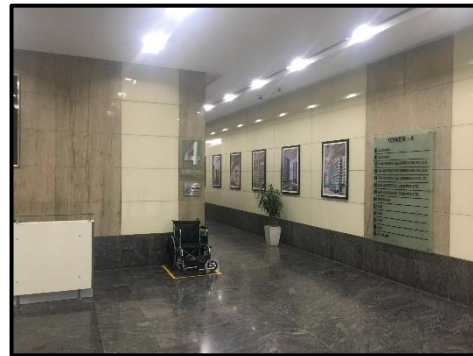
View of Tower 3



View of Tower 3



View of Tower 4



View of Tower 4



View of Tower 5

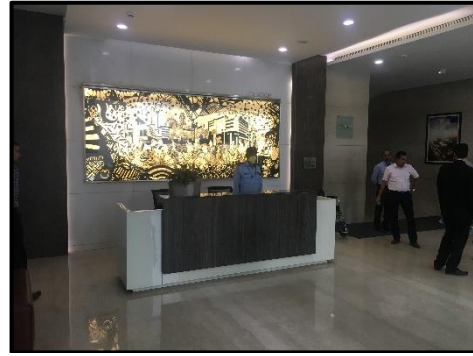


View of Amenity Block





View of Tower 6



Internal view of Tower 6



View of Tower 7



View of Tower 7



View of Tower 9



Internal view of Tower 8



View of Tower 10 (SEZ & Customs Office)



Internal view of Tower 10 (SEZ & Customs Office)





**Annexure 5: Statement of Key assets**

Building	No/Name	B1	B2	B3	B4	B5	B6	B7	B8 (UC)	B9
No of DG Capacity	KVA	(3x1500KVA+ 1x1010KVA)	(2x1010KVA+6x1500KVA)		(7x1500 KVA+1x1010KVA)		(3x 1500KVA)	(3x 2000 KVA)		(3x 1500KVA)
No of Transformer/Capacity	KVA	(2x1600KVA)	(2x2500KVA)	(3x1600KVA)	(2x1600KVA)	(3x2000KVA)	(2x1500KVA)	(4x2500KVA)		(2x1600KVA)
Chiller Rating	TR	( 3 X 450 TR )	( 5 X 450 TR )		( 5 X 450 TR )		( 3 X 400 TR )	( 3 X 450 TR )		( 3 X 400 TR )
Cooling Tower	TR	HVAC- 3 X 450 TR DG- 3 X 150 TR + 1 X 100 TR	HVAC- 5 X 450 TR DG- 6 X 150 TR + 2 X 100 TR		HVAC- 5 X 450 TR DG- 7 X 150 TR+ 1 X 100 TR		HVAC- 3 X 400 TR DG- 3 X 150 TR	HVAC- 3 X 450 TR DG- 3 X 200 TR		HVAC- 3 X 400 TR DG- 3 X 150 TR
FF System (Pumps & Engine)	KW/HP	Jockey Pump: 2 X 9 KW Hydrant Pump: 1 X 110KW Sprinkler Pump: (1 X 110 KW) Curtain Pump: 55 KW X 1 Engine Pump: (1 X 113.2 KW)			Jockey Pump: (2 X 9KW) Curtain Pump: 55KW X 1		Sprinkler Pump: (1 X 110 KW) 113.2 KW)			Hydrant Pump: 1*110KW Engine Pump: (1 X
Water Pumping System (Domestic & Flushing)	KW	Domestic: 2 X 11 KW Flushing: 2 X 4 KW	Domestic: 2 X 11 KW Flushing: 2 X 4 KW	Domestic: 2 X 9 KW Flushing: 2 X 3 KW	Domestic: 2 X 11 KW Flushing: 2 X 7.5 KW	Domestic: 2 X 7.5 KW Flushing: 2 X 7.5 KW	Domestic: 2 X 11 KW Flushing: 2 X 5.5 KW	Domestic: 2 X 11 KW Flushing: 2 X 7.5 KW		Domestic: 2 X 2.2 KW Flushing: 2 X 4 KW
STP Rating	KLD	630 KLD X 1 + 500 KLD X 1								
Warm Shell/ Bare Shell		Bare Shell	Bare Shell	Bare Shell	Bare Shell	Bare Shell	Bare Shell	Bare Shell		Bare Shell



**Annexure 6: List of sanctions and approvals**

List of one-time sanctions/approvals which are obtained or pending:

**Approvals Received**

- a) Building Plan Approvals for all existing/ under construction buildings and amendments thereof
- b) Full Occupancy Certificates received for all the operational buildings
- c) Sewerage Approvals for all buildings and the common campus area
- d) Consent to Establish (CTE)
- e) Environment Clearance Certificate
- f) One-time Fire NOC
- g) Height clearance NOC from AAI
- h) SEZ Notification by The Gazette of India and by Haryana Government
- i) BOCW Registration
- j) Forest Clarification
- k) Approval of Service Plan Estimates
- l) Consent to Operate (CTO)
- m) EC (revalidation)





**Approvals Pending**

Approvals for Future Development Area



Annexure 7: Ready Reckoner Rate

Proposed Collector rate list of Sub Tehsil Badshahpur, District Gurugram for the year 2023-24									
Sr. No.	Huda Sectors	Rates for the year of 2022-23				Proposed Rates for the year of 2023-24			
		Residential (Rs. Per Sq. Yards)	Commercial (Rs. Per Sq. yard) SCO/SCS	Commercial /Retail (Rs. Per Sq. feet) SCO / SCS	Office /IT Space (Rs. Per Sq. feet )	Residential (Rs. Per Sq. Yards)	Commercial (Rs. Per Sq. yard) SCO/SCS	Commercial /Retail (Rs. Per Sq. feet) SCO/SCS	Office /IT Space (Rs. Per Sq. feet )
1	Sec-33, 38, 47, 48, 49, 50	44000	165000	10000	6600	60000	180000	11000	6600
2	Sec-62, 63, 66, 69, 70, 70A, 71, 72	36500	100000	6000	4500	45000	135000	7800	4500
3	Sec-63, 63A, 64, 67, 67A, 68	28500	85000	4000	3100	35000	100000	5200	3100
4	Other Area in Sub-Tehsil Badshahpur	NA	9000	6600	NA	NA	9900	7500	NA

 Naib Tehsildar, Badshahpur  
 SDO (c) Badshahpur  
 DRO Gurugram  
 Deputy Commissioner-cdm- Registrar, Gurugram.



### **Annexure 8: Major Repairs Undertaken and Proposed in the Subject Property**

As informed by client, following major repairs/upgrades have been taken up in the past:

- Installation of a 66 KV sub-station in the office park, which we believe has reduced reliance on diesel generator sets, and has resulted in savings in electricity charges, lowering common area maintenance costs for our tenants;
- Undertaken renovations at the office park such as refurbishing the food court, landscaping and lobby improvements to enhance the overall experience;
- Resolved traffic congestion issues by streamlining the entry and exit from the campus and using RFID parking system.; and
- Installed rooftop solar panels and additional rain water harvesting pits to reduce its carbon footprint



## Annexure 9: Caveats & Limitations

1. The Valuation Report (hereafter referred to as the “Report”) covers specific markets and situations that are highlighted in the Report based on readily available secondary market information and does not entail any comprehensive analysis of the market and the industry given the nature of the scope of the assignment.
2. The opinions expressed in the Report are subject to the limitations expressed below.
  - a. The valuation method adopted is based on the Valuer’s expertise and knowledge taking into account the generally available market information and considered to be relevant and reasonable at that point of time. The Report and the opinions therein do not constitute any recommendation to **Brookfield India REIT** (or “the Client”) or its affiliates and subsidiaries or its customers or any other party to adopt a particular course of action. The use of the Report at a later date may invalidate the assumptions and bases on which these opinions have been expressed and is not recommended as an input to any financial decision.
  - b. It should be noted that the valuation is based upon the facts and evidence available at the time of conduct of the valuation and applicable on the date of valuation. It is therefore recommended that these valuations be periodically reviewed.
  - c. Changes in socio-economic and political conditions could result in a substantially different situation than those presented herein. The Valuer assumes no responsibility for changes in such external conditions.
  - d. The Valuer has relied on her own macro understanding of the market through readily available information in public domain. Hence, no direct link is sought to be established between the macro-level understandings on the market with the assumptions estimated for the analysis herein.
  - e. The services provided is limited to valuation of the Subject Property primarily comprising Land and Building and any part thereof and does not constitute any audit, survey, due diligence, tax related services or an independent validation of the projections. Accordingly, no opinion has been expressed on the financial information of the business of any party, including the Client and its affiliates and subsidiaries. The Report is prepared solely for the purpose stated and should not be used for any other purpose.
  - f. While the information included in the Report is accurate and reliable to the best of the knowledge of the Valuer, no representations or warranties, expressed or implied, as to the completeness of such information is being made. The Valuer shall not undertake any obligation to update or supplement any information contained in the Report save as provided for in the Agreement.
  - g. Apart from the sources already mentioned in the report, the Valuer has relied on readily available public information for the purpose of preparing this report.
3. The Report reflects matters as they currently exist. Any changes thereon may materially affect the information contained in the Report.
4. All assumptions made in order to determine the valuation of the Subject Property is based on information or opinions as current. In the course of the analysis, the Valuer has relied on information or opinions, both written



and verbal, as obtained from the Clients as well as from third parties provided with, including limited information on the market, financial and operating data, which has been accepted as accurate in bona-fide belief. No responsibility is assumed for technical or specialised information furnished by the third-party organizations, and this is on a bona-fide basis, believed to be reliable.

5. No investigation of the title of the assets has been made and owners' claims to the assets is assumed to be valid unless anything contrary is mentioned in the main report. No consideration is given to liens or encumbrances, which may be against the assets. Therefore, no responsibility is assumed for matters of a legal nature.
6. The Valuer's total aggregate liability to the Client including that of any third-party claims, in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services is limited to an aggregate sum agreed in the LoE. The Valuer shall not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill, in each case whether direct or indirect or consequential or any claims for consequential loss compensation whatsoever which, arise out of or in connection with services provided under this engagement.
7. The Client including its agents, affiliates and employees, must not use, reproduce or divulge to any third party any information it receives from the Valuer for any purpose.
8. This engagement shall be governed by and construed in accordance with Indian laws and any dispute arising out of or in connection with the engagement, including the interpretation thereof, shall be submitted to the exclusive jurisdiction of courts in New Delhi.





**ANVI ADVISORS**

A Nex-Gen Valuation Intelligence

# BROOKPROP MANAGEMENT SERVICES PRIVATE LIMITED

Valuation of "Candor TechSpace - Commercial IT/ITeS Development Located at Sector-48, Gurgaon, Haryana.

March 2023- Final Report



Our Ref: VD2205058

May 17<sup>th</sup>, 2023

**Brookprop Management Services Private Limited**

**Candor TechSpace**

**Tower 5A, IT/ITeS SEZ, Sector 48,**

**Gurugram 122 018**

**Attn: Mr. Sarthak Patel**

**Re: Valuation of 3.8 Mn Sq.ft. commercial space located at Candor TechSpace, Sector 48, Gurugram, Haryana, 122018 for proposed acquisition of 50% stake by Brookfield India REIT (the "Subject Property or the Property or the Subject Project")**

In accordance with our terms of engagement dated May 19<sup>th</sup>, 2022, we attach our report setting out our opinion on the value of "the Subject Property or the Property or the Subject Project".

We confirm that we have carried out an inspection of the Property, made relevant enquiries and obtained such further information as we consider necessary as to allow us to provide you with our opinion of subject as of March 31<sup>st</sup>, 2023, for acquisition purpose.

Please note this report is for your sole use and for the purpose indicated only and no liability to any third party can be accepted for the whole or any part of the contents of the document. It has been informed by the Client that access to this report shall be provided to statutory authorities, appointed third party consultants and/or auditors of the Client. The registered valuer and Colliers both consent to provide access to this report but will have no liability to any third party other than the Client. Neither the whole nor any part of this valuation report nor any reference thereto may not be included in any published documents, circular or statement, nor published in any way whatsoever except for purposes mentioned above and/or with the prior written approval of Colliers International (India) Property Services Pvt Ltd (hereinafter referred to as "Colliers") as to the form and context in which it may appear.

If you have any queries concerning the report, please feel free to contact Ajay Sharma, Managing Director at [ajay.sharma@colliers.com](mailto:ajay.sharma@colliers.com) and Srinivas MVDS, Director at [srinivas.mvds@anviadvisors.com](mailto:srinivas.mvds@anviadvisors.com), who would be pleased to assist.

Yours faithfully,

For and on Behalf of

**ANVI Technical Advisors Pvt Ltd**

**Registered Valuer Entity, IBBI Reg No: IBBI/RV-E/02/2019/101**

**Srinivas MVDS**

Director

ANVI Technical Advisors Pvt Ltd

**Ajay Sharma A S, MRICS**

Managing Director

Valuation Services

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## ABBREVIATIONS

<b>List of Abbreviations</b>	
Sq.ft.	Square feet (a measuring unit)
Kms	Kilometres (a measuring unit)
Mn	Million
INR	Indian Rupee
US\$	United State Dollar
DCF	Discounted Cash Flow
DP	Development Planning
EBIDTA	Earnings Before Interest, Depreciation, Taxes & Amortization
FSI	Floor Space Index
FAR	Floor Area Ratio
HABU	Highest and Best Use
PPP	Public Private Partnership
RICS	Royal Institution of Chartered Surveyors
MIOP	Mountainstar India Office Parks Private Limited
MRICS	Member of Royal Institution of Chartered Surveyors
NH	National Highway
SH	State Highway
U/C	Under Construction
WACC	Weighted Average Cost of Capital
NPV	Net Present Value
IRR	Internal Rate of Return
IT	Information Technology
ITeS	Information Technology Enabled Services
DMRC	Delhi Metro Rail Corporation
DC	Data Centre
Cap Rate	Capitalisation Rate
<b>Unit Conversion</b>	
1 Hectare	2.47 acres
1 acre	4046.85 sq. m
1 acre	43560 sq. ft
1 sq.m	10.764 sq. ft





# 1 EXECUTIVE SUMMARY

<b>Property Address</b>	Candor TechSpace IT/ITeS SEZ, Tikri, Sector 48, Gurgaon, Haryana,122018.																						
<b>Description</b>	<p>The Subject Property is a commercial IT/ITeS SEZ office property spread across a plot admeasuring 25.187 acres having a total operational leasable area of 3.69 Mn sq.ft. with a proposed future development of 0.1 Mn sq.ft. Out of the total operational leasable area ~75% area has already been leased out as on the date of the valuation. The entire project comprises of 12 towers including 2 Amenity blocks. The area details of the project are as following:</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Leased (Sq.ft.)</th> <th>Vacant (Sq.ft.)</th> <th>Total (Sq.ft.)</th> </tr> </thead> <tbody> <tr> <td>Total Leasable Area</td> <td>27,86,867</td> <td>10,11,499</td> <td>37,98,366</td> </tr> <tr> <td>Constructed</td> <td>27,86,867</td> <td>9,07,615</td> <td>36,94,482</td> </tr> <tr> <td>Future Development</td> <td>-</td> <td>1,03,884</td> <td>1,03,884</td> </tr> <tr> <td>Under Construction</td> <td>-</td> <td>-</td> <td>-</td> </tr> </tbody> </table> <p>The Subject Property consists of 5,780 car parking and out of which 3,760 parking space have been allotted and remaining 2,020 car parks are lying vacant.</p>			Particulars	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)	Total Leasable Area	27,86,867	10,11,499	37,98,366	Constructed	27,86,867	9,07,615	36,94,482	Future Development	-	1,03,884	1,03,884	Under Construction	-	-	-
Particulars	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)																				
Total Leasable Area	27,86,867	10,11,499	37,98,366																				
Constructed	27,86,867	9,07,615	36,94,482																				
Future Development	-	1,03,884	1,03,884																				
Under Construction	-	-	-																				
<b>Site Area</b>	Plot Area: 25.187 Acres Leasable Area: 3.8 Mn sq. ft.																						
<b>Registered Owner</b>	M/s. Candor Gurgaon One Realty Projects Private Limited																						
<b>Zoning</b>	IT/ITES SEZ																						
<b>Area Under Valuation</b>	Total leasable area admeasuring of 37,98,366 Sq. ft including future development area of 1,03,884sq. ft																						
<b>Purpose of Valuation</b>	For acquisition of 50% stake by Brookfield India REIT																						
<b>Valuation Approach</b>	Income Approach (Discounted Cash Flow Method)																						
<b>Valuation as of</b>	March 31 <sup>st</sup> , 2023																						
<b>Market Value of the Subject Property</b>	<b>INR 50,378 Million</b> <b>(Indian Rupees Fifty Billion Three Hundred Seventy-Eight Million Only)</b>																						
<b>Market Value of Mountainstar India Office Parks Private Limited (MIOP)</b>	<table border="1"> <thead> <tr> <th>Market Value of MIOP in the Project</th> <th>INR in Mn</th> </tr> </thead> <tbody> <tr> <td>MIOP – NPV as on March 31, 2025</td> <td>1,710</td> </tr> </tbody> </table>			Market Value of MIOP in the Project	INR in Mn	MIOP – NPV as on March 31, 2025	1,710																
Market Value of MIOP in the Project	INR in Mn																						
MIOP – NPV as on March 31, 2025	1,710																						





## 2 DETAILS

### 2.1 Terms of Engagement

On instructions received from Brookprop Management Services Private Limited (the "Client") and as agreed in our terms of engagement dated 19<sup>th</sup> May 2022, we have conducted inspection of the property and provide our opinion of the Market Value of the Property (as defined hereinafter) in its existing state, for proposed acquisition of 50% stake by Brookfield India REIT purpose only, as on March 31<sup>st</sup>, 2023 (as instructed by the client). Further, Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the valuation conducted by ANVI in accordance with applicable standards in the valuation report issued by ANVI.

### 2.2 The Property

The Subject Property is a commercial IT/ITeS SEZ office property spread across a plot admeasuring 25.187 acres having a total operational leasable area of 3.69 Mn sq.ft. with a proposed future development of 0.1 Mn sq.ft. The entire project comprises of 12 towers including 2 Amenity blocks.

The area details of the project are as following:

Particulars	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)
Total Leasable Area	27,86,867	10,11,499	37,98,366
Constructed	27,86,867	9,07,615	36,94,482
Future Development	-	1,03,884	1,03,884
Under Construction	-	-	-

Source: Client Shared Details

#### Break up of Constructed Area:

Building/ Tower Name	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)
Amenity I	54,108	16,061	70,169
Amenity II (Club House)	28,061	-	28,061
Tower 1	3,15,812	25,018	3,40,830
Tower 2	3,53,654	27,694	3,81,348
Tower 3	1,67,996	1,41,852	3,09,848
Tower 4	2,71,266	79,558	3,50,824
Tower 5	4,11,187	-	4,11,187
Tower 5A (SEZ Office)	-	40,965	40,965
Tower 6	3,10,797	-	3,10,797
Tower 7	2,97,519	64,582	3,62,101
Tower 8	2,61,331	5,11,885	7,73,216
Tower 9	3,15,135	-	3,15,135
<b>Total Area (Completed/Operational)</b>	<b>27,86,867</b>	<b>9,07,615</b>	<b>36,94,482</b>

Source: Client Shared Details

#### Break up of area earmarked for Future Development:

Building	Leased (Sq. Ft.)	Vacant (Sq. Ft.)	Total (Sq. Ft.)
Tower 11	-	1,03,884	1,03,884
<b>Total</b>	<b>-</b>	<b>1,03,884</b>	<b>1,03,884</b>

### 2.3 Valuation Date

As mandated by the client the date of valuation is March 31<sup>st</sup>, 2023. Due to possible changes in market forces and circumstances in relation to the Property, the report can only be regarded as representing our opinion of the value of the Property as at the date of valuation.



## 2.4 Basis of Valuation

Our valuation is provided on the basis of Market Value, which we define as “the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion”.

## 2.5 Standards Adopted

The valuation report has been carried out in accordance with the Royal Institution of Chartered Surveyors (RICS) Global and India valuation professional standards incorporating the International Valuation Standard Council (IVSC) valuation standards.

ANVI Technical Advisors India Private Limited (“ANVI”) and Colliers operate a compliant scheme that complies with RICS requirements, under its’ valuer registration scheme. Details of which are available upon request.

## 2.6 The Valuers

As per the requirement of law and the SEBI Regulations, Independent valuation undertaken by **ANVI Technical Advisors Private Limited**. Colliers International (India) Property Services Pvt. Ltd. has reviewed the assumptions and the methodologies used for the valuation in accordance with applicable standards.

### **Profile of the Company (ANVI Technical Advisors India Pvt Ltd)**

ANVI is the first company in India to get registered with IBBI as a Registered Valuer Entity for Land & Building vide IBBI Registration No. IBBI/RV-E/02/2019/101.

### **Srinivas MVDS (RV - Land & Building, IBBI Reg No. IBBI/RV/02/2018/10035):**

He has more than 14 years of experience in Real Estate Valuations and Construction Industry (more than 11 years in Real Estate Valuations and 3 years in Project Management). He is a Registered Valuer with IBBI (Insolvency & Bankruptcy Board of India in Land & Building vide IBBI Registration No. IBBI/RV/02/2018/10035, IOV (Institution of Valuers) and is a member of Professional Institutions like RICS (Royal Institute of Chartered Surveyors), Chartered Engineer (The Institution of Engineers, India).

**Arvind Rai** has a professional experience of over 13 years in the field Real Estate Valuation. He has a hand-on experience in valuation of all forms of real estate asset classes including residential, commercial, retail, hospitality, industrial, institutional, warehousing etc. primarily in Northern & Western India. Arvind has also the experience of undertaking litigation support cases. Arvind is M. Tech in Planning with specialization in Housing.

**Ajay Sharma**, MRICS, FIV. Ajay holds a bachelor’s in architecture degree and a Post Graduate Diploma in Advanced Construction Management and has over 14 years of real estate consulting and valuation experience across various asset classes. Ajay has provided valuation and advisory services to diverse range of clients in areas of purchase price allocation, (pre and post) accounting related valuations (IFRS, IAS, IndAS), lending-based valuation, valuations under liquidation and SARFESI and asset monetization related valuations. Further, Ajay has undertaken significant advisory work for Smart City projects, infrastructure projects, business strategies and monetization.

The above-mentioned appraisers have accepted instructions to value and assist in the valuation of as applicable the Subject Property only for the Client. They have no pecuniary interest that could reasonably be regarded as being capable



of affecting their ability to give an unbiased opinion of the values or that could conflict with a proper valuation of the Property.

## 2.7 Inspection and Investigations

Inspection of the Subject Property adequate for the purpose of this study was carried out by Lalit Jain, on April 11<sup>th</sup>, 2023. Discounted cash flow analysis has been done as of March 31<sup>st</sup>, 2023, basis the updated information and date received.

### List of Information provided by client's representative:

A checklist of information required for this valuation assignment was requested to the client's representative, before & after the site inspection. Information provided by the client representative:

- Existing rent roll for G1 as on March 31<sup>st</sup>, 2023
- Details of applicable CAM models comprising of CAM charges and CAM Cost
- Details of cost to complete as of Q1 2023
- Summary of Property Tax Payable for FY 2020-21 and FY 2021-22.
- Other Income details for year 2019-20, 2020-21, 2021-22 and 2022-23

We confirm that we have made relevant enquiries and obtained such information that we consider necessary to conduct the valuation. Investigations have been conducted independently and without influence from any third parties in any way. The information used for this report has been obtained from sources including the Client, publicly available information, our internal database, and has been verified. Details of Client's representative who provided details of subject site are provided below:

**Name:** Mr. Amit Jain

**Contact No:** +91-9910060685

No structural survey or environmental survey has been carried out. Services and facilities have not been tested.

## 2.8 Caveats and Assumptions

This report is subject to and includes our Standard Caveats and Assumptions as set out in the appendices at the end of this report, as well as our agreed terms of our engagement.

Please note the report is for your sole use and for the purpose indicated only and no liability to any third party can be accepted for the whole or any part of the contents of the document. It has been informed by the Client that access to this report shall be provided to statutory authorities, appointed third party consultants and/or auditors of the Client. The registered valuer and Colliers both consent to provide access to this report but will have no liability to any third party other than the Client. The whole nor any part of the valuation report nor any reference thereto may not be included in any published documents, circular or statement, nor published in any way whatsoever except for the purposes mentioned above and/or with the prior written approval of ANVI and Colliers as to the form and context in which it may appear.

ANVI and Colliers shall at all times keep all information relating to this valuation report confidential and not release it to third parties, without the written consent of the client. ANVI and Colliers further confirm that their directors, employees, associates involved in this engagement shall comply with the Unpublished Price Sensitive Information ("UPS!")



framework under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 including its amendments.





## 3 CITY OVERVIEW – NCR

### 3.1 Introduction

Delhi - National Capital Territory (NCT), the capital of India, is a part of the National Capital Region (NCR) and it is centrally located of NCR cities. The city, classified as one of the fastest growing metropolitan cities of the country, is located on the banks of river Yamuna. Major highways passing through Delhi and offering super connectivity to the various economic centres in the surrounding states, thus facilities trade and finance. Major National Highways (NH) such as NH-2, NH-8, NH-9, NH-10, NH-24 and NH-34 interconnects to the NCR cities and connects the capital city to prominent areas in central directions. A part of the National Highways, the outer ring road and inner ring road are major roads of the city to providing easy commute within the city limits.

### 3.2 Delhi Demographics

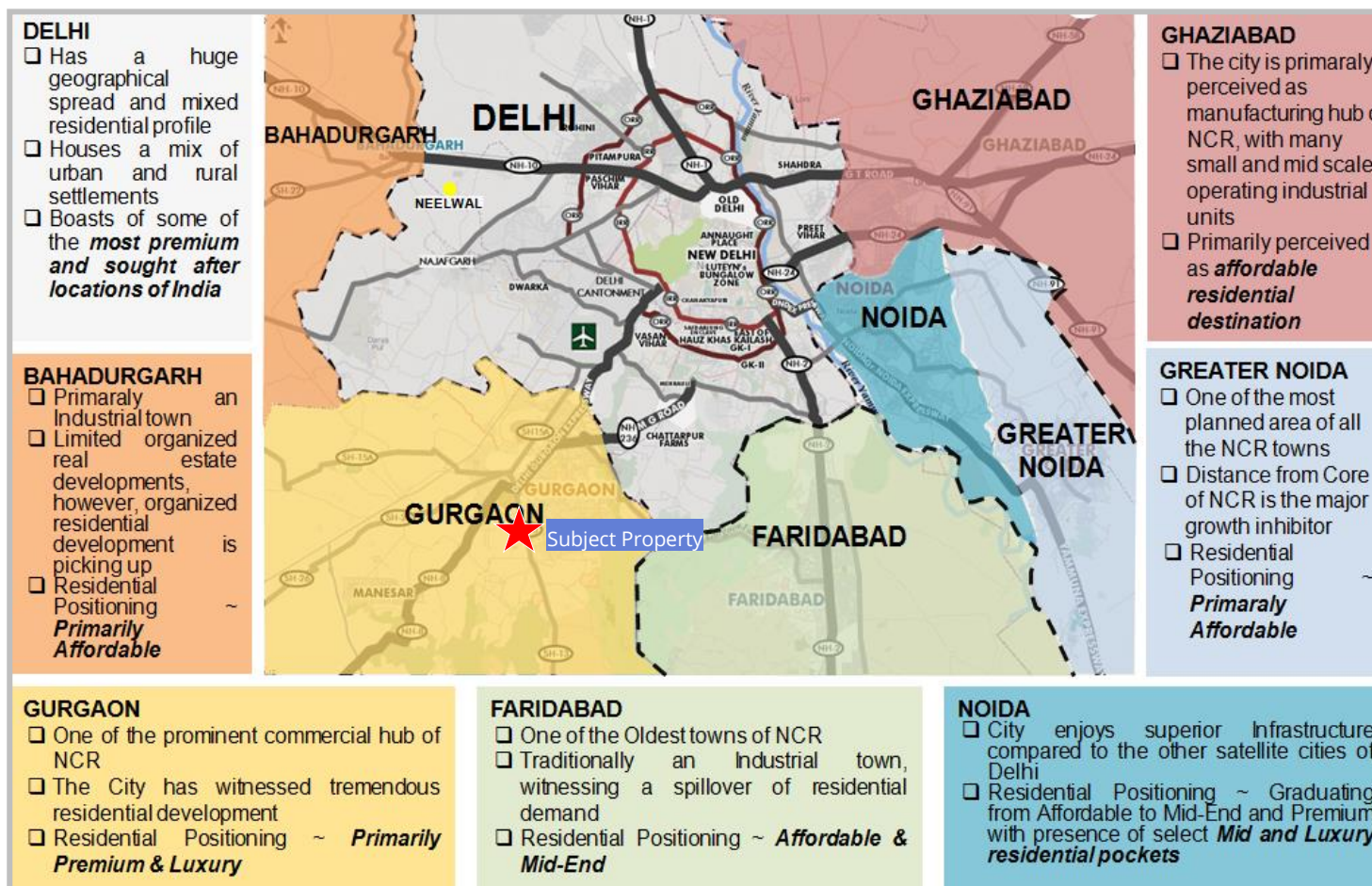
As per Census 2011, the total population of Delhi is 16,787,941 of which male and female are 8,987,326 and 7,800,615 respectively. In 2001, total population was 13,850,507 in which males were 7,607,234 while females were 6,243,273. The Delhi has recorded population growth in this decade is 17.5% with the comparison of 2011 to 2001. Delhi is accounted higher per capita income INR 3,03,073 as per GSDP (nominal) in union territories (UT) followed by Goa and Chandigarh.

Key Demographics		
Parameters	Census 2011	Census 2001
Population	16,787,941	13,850,507
Population Decadal Growth Rate (2001 to 2011)	17.5%	46.31%
Sex Ratio	869 females per 1,000 males	821 females per 1,000 males
Literacy Rate	86.21 %	81.67 %
Area in sq.km.	1,483	1,483
Density/km <sup>2</sup>	11,320	9,340



## 3.3 NCR Micro Market Positioning

Map of NCR Markets Positioning and Developments



Source: Colliers Research



### 3.4 Snapshot of Delhi-NCR Micro Markets Growth and Evolution

**Delhi-NCR Growth and Evolution of Micro Markets**

Map of NCR Growth and Evolution



**Micro Markets**

**Micro-market Synopsis**

<b>Central Delhi</b>	<ul style="list-style-type: none"> <li>Political and administrative district of India due to the presence of the Indian Parliament and the various ministries.</li> <li>Characterized by presence of diplomatic missions, star category hotels, clubs and major international schools</li> <li>Connaught place is a prominent high street</li> </ul>
<b>North Delhi</b>	<ul style="list-style-type: none"> <li>The area encloses congested market places like Paharganj and the Delhi University.</li> <li>Mixed population across various income categories</li> <li>Limited retail developments witnessed in this area</li> </ul>
<b>South Delhi</b>	<ul style="list-style-type: none"> <li>The affluent profile of the residents offers immense opportunity to the thriving retail markets</li> <li>Has presence of prominent mall developments such as DLF Promenade, Emporio, Select City Walk, Ambience Mall, etc.</li> </ul>
<b>East Delhi</b>	<ul style="list-style-type: none"> <li>One of the most densely populated areas of Delhi</li> <li>However, population strata is low – mid end which has led to limited success of retail developments in the region due to lower disposable incomes</li> </ul>
<b>West Delhi</b>	<ul style="list-style-type: none"> <li>Predominantly residential catchment for mid - high level housing.</li> <li>High population concentration</li> <li>Rajouri Garden is a prominent micro market for malls and high street</li> </ul>
<b>Gurgaon</b>	<ul style="list-style-type: none"> <li>Proximity to Delhi, international airport and favorable government initiatives has made Gurgaon one of the most prominent IT/ITES hubs in India</li> </ul>



	<ul style="list-style-type: none"> <li>The growth across sectors has led to a demographic shift towards a younger, more cosmopolitan, affluent and better educated population driving the demand for commercial, residential and retail real estate</li> <li>Pioneered the shopping malls concept in NCR and continues to provide organized retail development possibilities</li> </ul>
<b>Noida</b>	<ul style="list-style-type: none"> <li>Considered to be one of the better planned suburbs of Delhi with high residential base</li> <li>Emerging as an IT destination, NOIDA commercial market is driven by various IT &amp; ITES companies as well as media houses.</li> <li>Sector 18 Atta Market continues to be the prominent high street market while Great India Place, Galleria and DLF Mall of India are prominent organised mall developments in Noida city.</li> </ul>
<b>Ghaziabad</b>	<ul style="list-style-type: none"> <li>Limited presence of retail developments and retail brands</li> <li>Lack of quality developments</li> <li>Most of organized retail is concentrated in malls</li> </ul>
<b>Faridabad</b>	<ul style="list-style-type: none"> <li>A prominent industrial hub having presence of many small scale industries and auto showrooms.</li> <li>Limited presence of organized retail developments</li> <li>Does not have defined or continuous stretches of high streets</li> <li>Limited brand presence</li> </ul>

Source: Colliers Research

### 3.5 Infrastructure of Delhi NCR

Master plan of Delhi has proposed urban extension and winding of Delhi existing infrastructure and centrally connected through the Delhi NCR metro lines. The Delhi Development Authority is undertaking for the infrastructure and transportation strategic and planning development in the city along with concerned agencies such as MCD, NDMC, GNCTD, PWD, DMRC, NHAI and Ministry of surface transport etc.

- Central government also supporting to Delhi NCR for infrastructure development with the states government to boost connectivity and provide international class infrastructure to Delhi NCR.
- Delhi is centrally connected through the DMRC Metro lines and providing very good support for transportation to the daily commutes and travellers to across NCR micro markets.

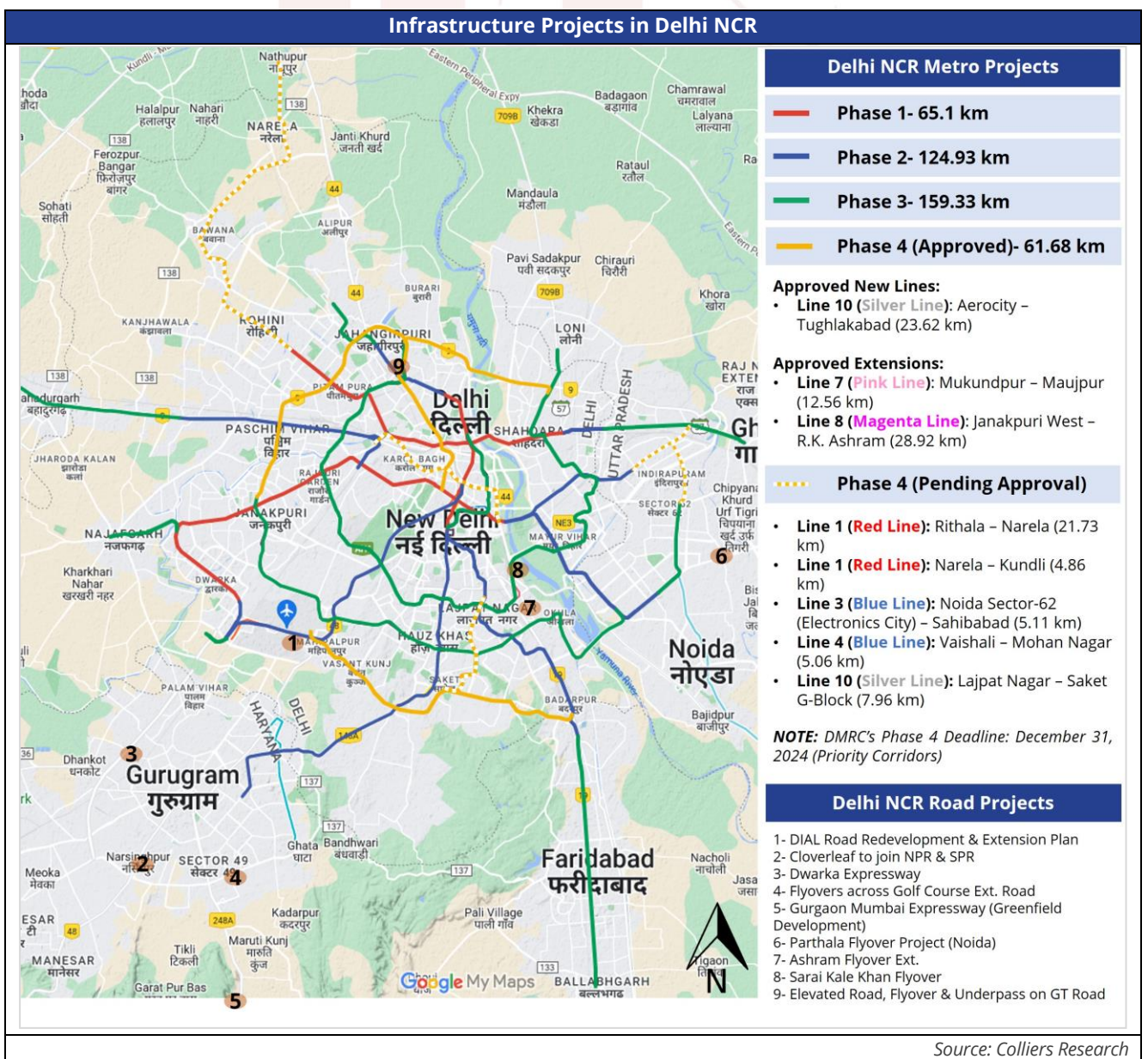
DDA is very actively working on transportation and infrastructure development and the key developments are highlighted below.

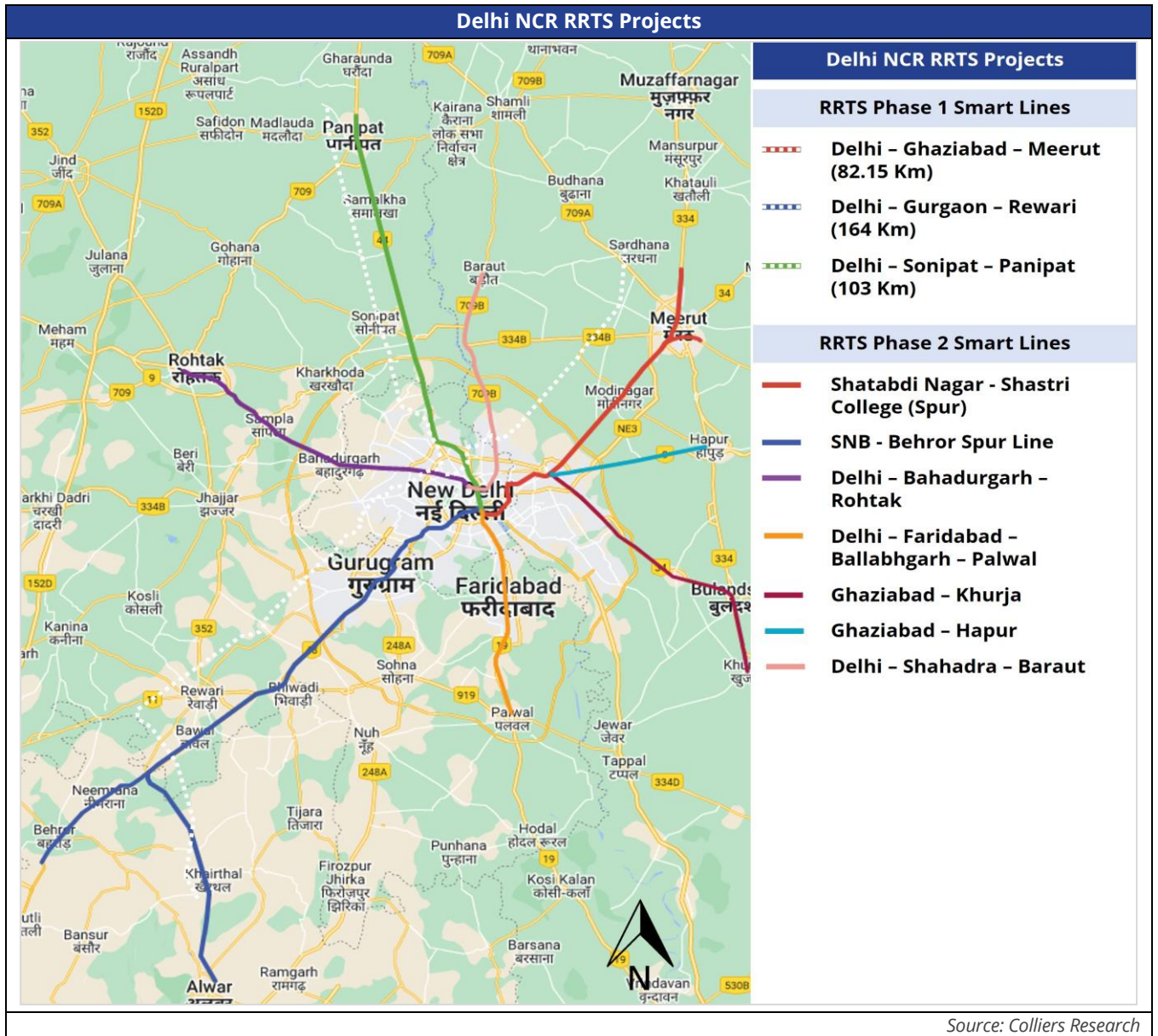
- To develop and strengthen a reliable, efficient, and attractive multi modal public transport system for Delhi to minimize gap between demand and supply by capacity increase of urban transport.
- To revitalize the movement in the old city.
- To generate conditions for safe usage of bicycles.
- To establish safe pedestrian movement.
- To encourage innovative techniques, management etc to resolve transport problems of the city by adopting environmentally and economically acceptable approach.
- To reorganize and restructure transportation fabric in light of the option and choice.





- Synergy between land use, transport and urban economy to conserve urban transport through balanced development and strategies.
- MRTS, System for intra-city passenger movement consisting of underground, surface and elevated, D.M.R.C. has drawn up proposals for various MRTS Routes in Delhi. Work is under progress at full swing. Shahdara - ISBT corridor has already started functioning.
- Modernization of Nizamuddin, Old and New Delhi Railway Station
- Major upcoming infrastructure is North East corridor of NHAI connecting NH1 and Wazirabad road to Ghaziabad (Master plan road no. 59) and Connecting Road between Dwarka and Rohini from NH-8.
- Delhi NCR is very well connected to the major roads and metros connectivity.



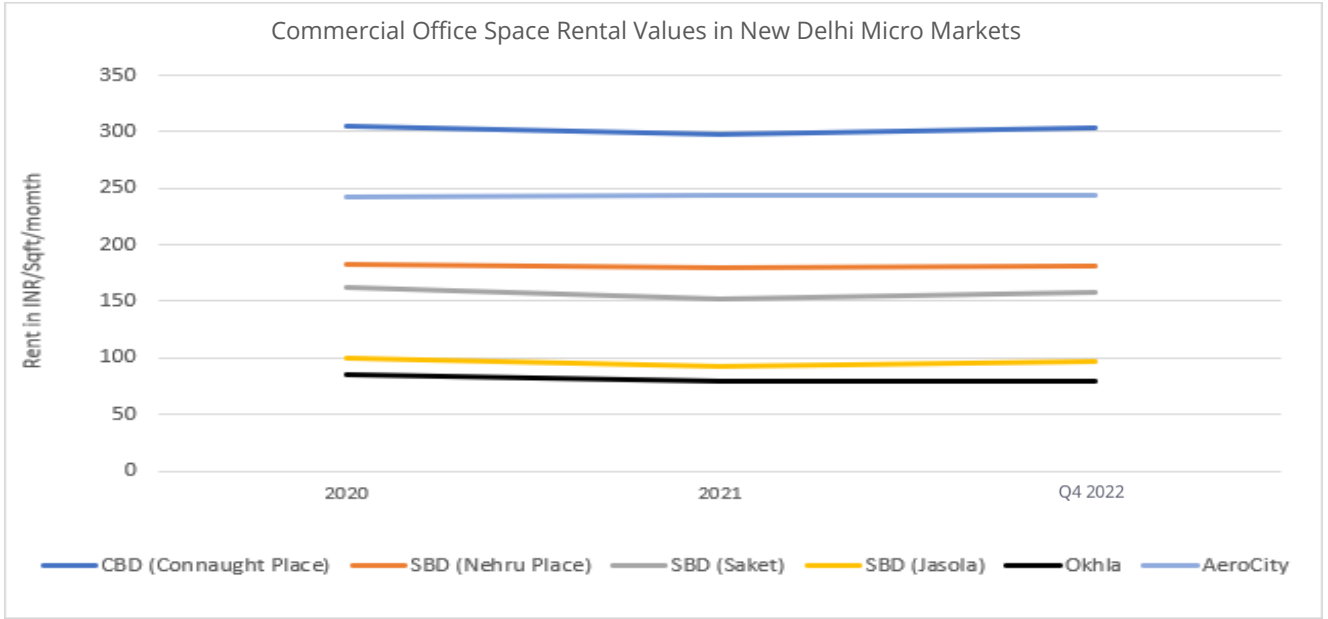


### NCR Commercial Office Space Market

Delhi NCR is one of the prime office destinations across the country. It consists of New Delhi, Gurgaon, Noida and Greater Noida. NCR market well plays a vital role in the office market of the country. NCR market attracts to the corporate sectors due to headquarters of Governing bodies and Indian ministries. It is favourable market by both National and International companies due to decision makers, policies makers and essential business environment along with skilled manpower.

In Delhi NCR, Central Business District (CBD) of Connaught place is a heart of the NCR regions. As per market research and survey Connaught Place is the seventh most expensive destination in the world. Followed by Mumbai's Alternative Business District of Bandra Kurla Complex (BKC) and Central Business District of Nariman Point is stood on 19th and 34th position respectively.





Source: Colliers Research

**Statistics - Commercial Office Space in Delhi - NCR as of Q4-2022**

Parameters	Total Stock as of Q4-2022 (Mn sq. ft)	New Upcoming Supply in 2023 - 2025 (Mn sq. ft)	Net Absorption in Q4-2022 (Mn sq. ft)	Vacancy Rate as of Q4-2022 (%)	Avg. Rent (INR/sq. ft/month)
Q4-2022	126.6	43.8	4.3	20.4%	91.6

Source: Colliers Research

Leasing activity to gain further momentum in 2023 as employers plan for a gradual re-entry:

- We expect leasing activity to gain further momentum in 2023 as employers plan for a gradual re-entry amid a significant decline in Covid infections

**Leasing activity to increase in 2023**

Increase
- About 1.8 million square feet of supply is scheduled to be completed by the end of 2022, some of which may be deferred due to oversupply in some micro-markets.

**Significant supply pipeline**

Increase
- Vacancy levels are likely to decline from the current levels led by a spurt in leasing due to pent up demand

**Vacancy levels are expected to drop**

Decrease
- We expect rents to start increasing by Q1 2023, due to a pickup in demand. Micro-markets like Noida Expressway, Sector 62, Golf Course Road are likely to witness an increase in rents due to limited vacant stock and high demand

**Rents to firm up in 2023**

Increase

Source: Colliers Research



**Leasing Rental in NCR business districts**

Business district	Rental value range in Q4 2022 in INR/sq. ft/month	12-month change
CBD Delhi (Connaught Place)	115-425	2%
SBD Delhi (Nehru Place)	150-200	1%
MG Road, Gurgaon	95-130	2%
Cyber City, Gurgaon	115-120	3%
Sohna Road, Gurgaon	<b>55-85</b>	<b>3%</b>
Sector 16A & 16B, Noida	70-125	1%
Noida Expressway, Noida	44-80	1%

Source: Colliers Research







**Below is the Snapshot on Delhi NCR Commercial Standard Commercial Lease Terms**

Particulars	Details
Lease Term	9 Years: 3+3+3 (Initial term of 3 years with renewal options for Lessee of additional two terms of 3 years each)
Lock in Period	3 years for Bare / Warm Shell facility 3 - 5 years for 'Plug and Play' facility
Rent Free Period	Typically, between 2 – 3 months from Lease Commencement Date/handover of Premises
Escalation	15% after every three years (applicable on base rent, related deposit, and maintenance charges)
Car Park Ratio	1 Car Parking slot for every 1,000 sq feet leased
Car Parking Charges	Ranges between INR 3500 – 5000/Slot/Month (In some cases, parking charges are inclusive in base rent)
Termination	Termination rights with Lessee with 3 - 6 months advance notice
Sub lease Rights	Only to affiliated / sister concerns / third Party after approval of the Lessor
Taxes	Property Tax: Payable by Lessor GST: Payable by Lessee
Stamp Duty & Registration Charges	Typically, payable by Lessee

*Source: Colliers Research (Q4-2022 update)*

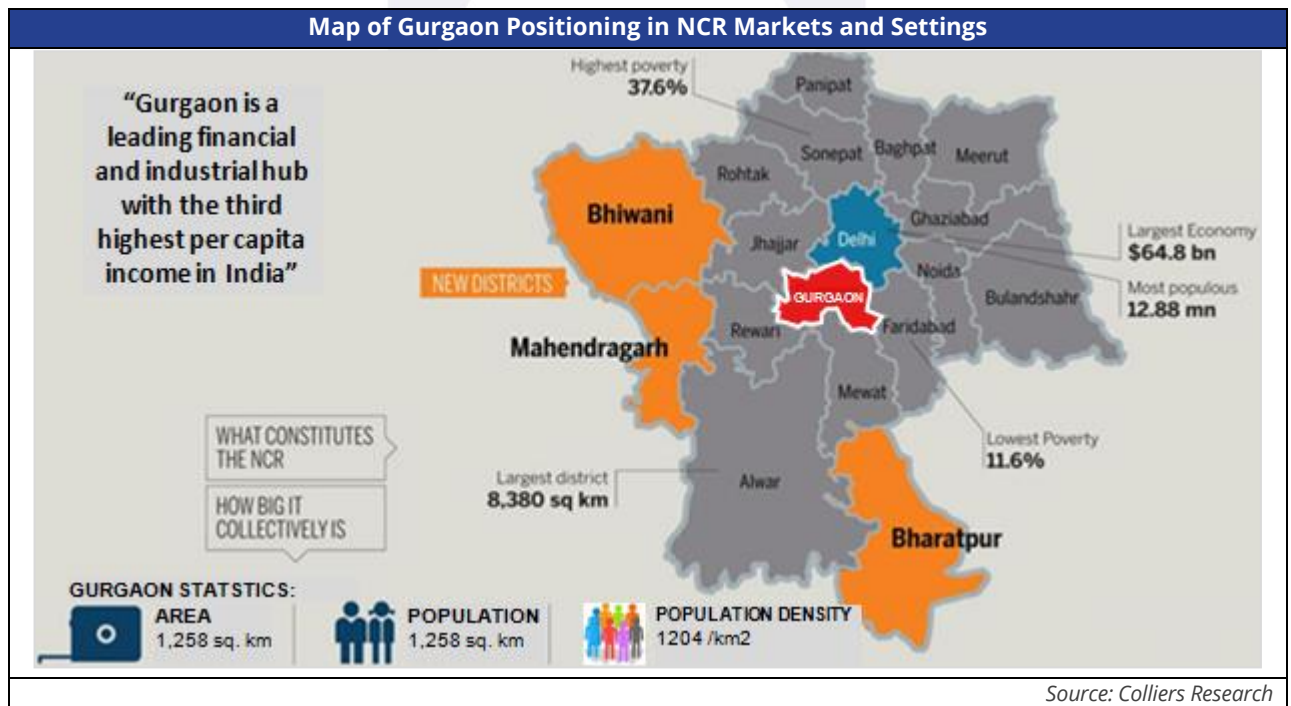
### 3.6 Gurgaon Micro Market Overview

Gurgaon is one of the most rapidly developing suburbs of Delhi. Gurgaon located in the economically dynamic National Capital Region lies close to the International and the Domestic Airport of Delhi. The city has grown from a primarily agricultural belt to an industrial corridor and now into one of the most prominent commercial hubs of NCR. The initial factors for the growth of the city included favourable tax policy by the Haryana government, improvement in city's infrastructure by Haryana Urban Development Authority and the need of a business centre close to Indira Gandhi International Airport.

Over the past 2 decades, the transition from industrialization to corporatization has also led to an upsurge in demand for residential, retail and hospitality sectors. The city and its adjoining areas have remained the focus of investor segment in the NCR due to the plethora of offerings in real estate. It is one of the most dynamic markets, and property prices along all verticals of real estate viz. commercial, residential and retail continues to appreciate in the region.

Though the market is also driven by speculation, investments in Gurgaon remain stable owing to continued entry of commercial set-ups in the region. Major contributing factors for the growth being:

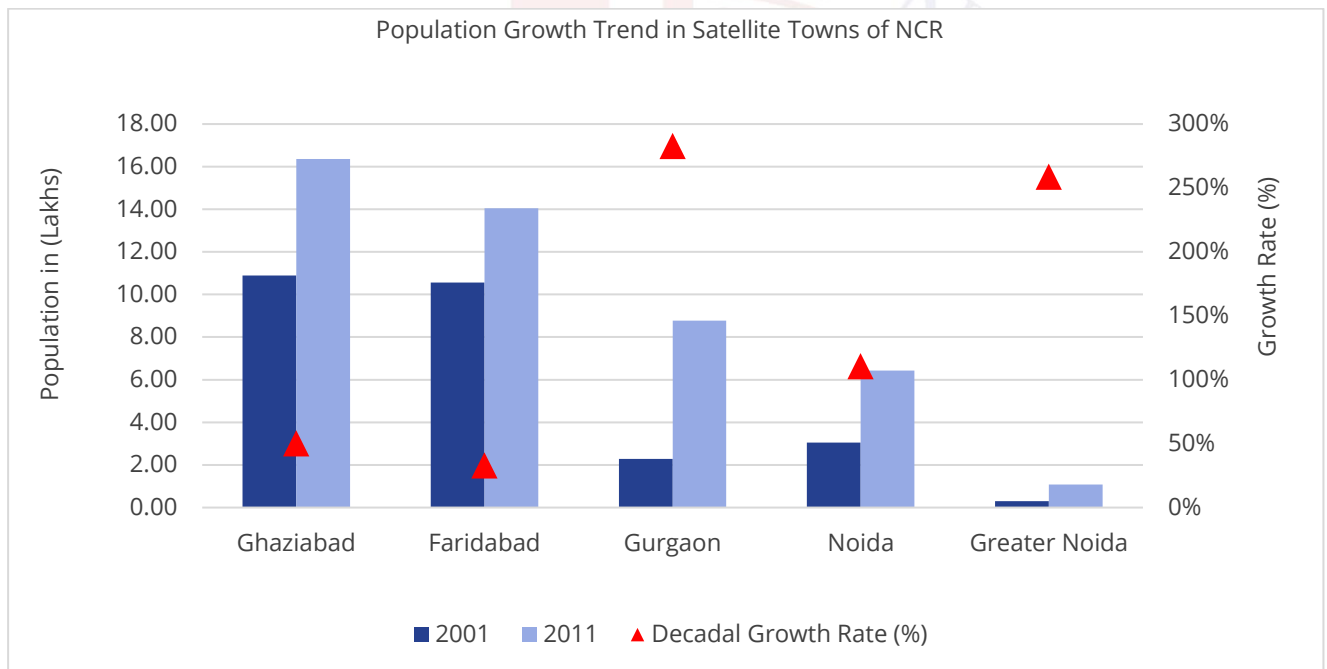
- Perception of Haryana being a progressive state by investors and developers.
- The better quality of real estate on offer in Gurgaon. The low cost of quality real estate, of both commercial and residential, as compared to Delhi.
- Availability of large office spaces of international quality construction for the MNC's and corporate sector.
- Availability of International quality residential developments in all typologies viz. Integrated complexes, apartments, villas, plotted development, condominiums etc.
- Proximity to Domestic and International airports.



### 3.7 Demographic Overview

Gurgaon city is strategically sharing boundary to NCT Delhi and profits from excellent connectivity and regional settings with respect to NCT. The city is witnessing rapid urbanization driven by this proximity, influx of setups of major corporate and industrial giants, development of IT sector and strong government backup. The city has well developed social infrastructure and offers a conducive lifestyle to its residents. These factors have contributed towards eliciting interest from corporate as well as real estate players to Gurgaon. The same is reflected in decadal growth rate of population and increased density of the population.

As per Census 2011, Gurgaon city has witnessed maximum urban decadal growth rate of 289% in NCR and followed by Greater Noida and Noida. Gurgaon is the centre of Gurgaon District and falls under sub-division Gurgaon North of the city. While the Municipal Council of Gurgaon (MCG) was established in 2008, elections to the same were held for the first time in Q2 2011. The MCG divides Gurgaon into four zones for administrative purposes – the east, west, north and south zones.

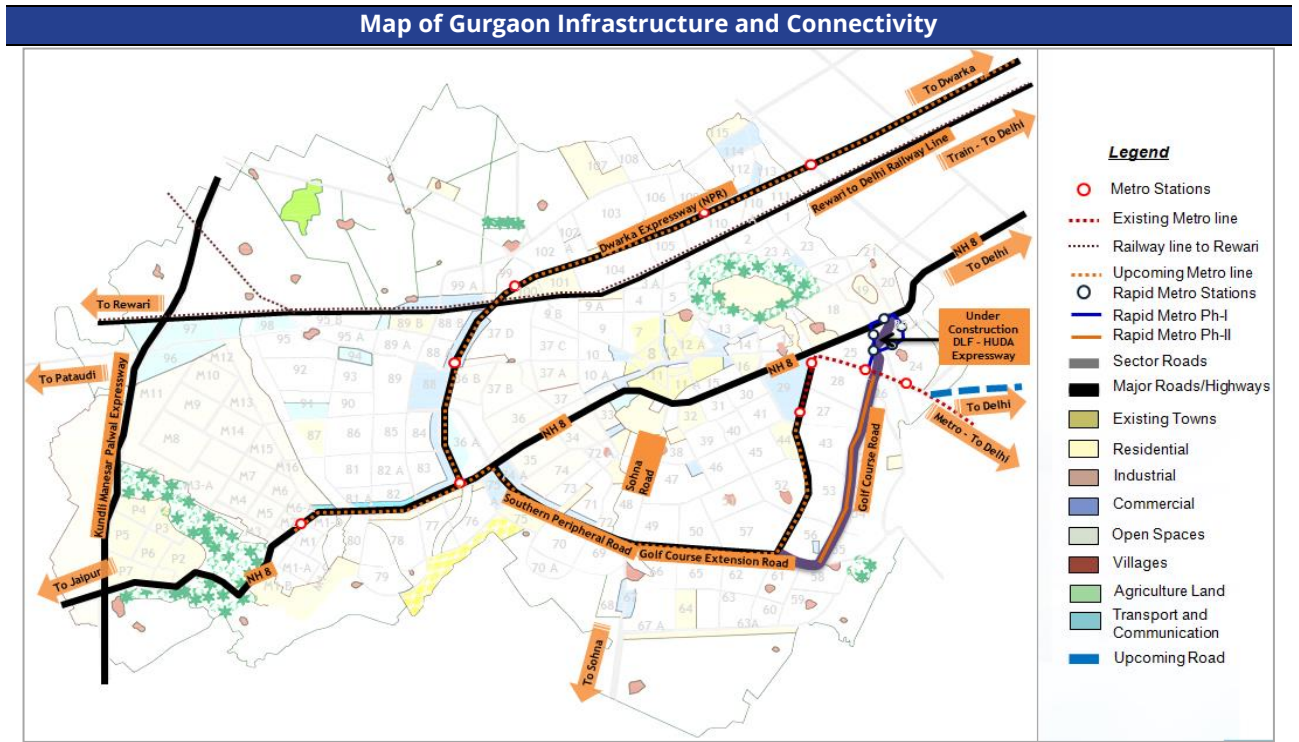


Source: Census 2011

<b>Key Demographics Facts</b>	
Location	28.47722, 77.02270, Southwest of the national capital New Delhi
City Area	1,253 sq. Km
Total Urban Population	15.14 Lakhs
Decadal Growth Rate	73.96 %
Density/ Km2	1241
Sex Ratio (Per 1000)	854
Literacy Rate	84.70 %
Per Capita Income	INR 4.6 Lakhs
Key Industries	IT/ ITES, SEZ, Textiles, Engineering, Automotive

Source: [Gurgaon.govt/about-district/demography](http://Gurgaon.govt/about-district/demography)

### 3.8 Infrastructure Overview



Source: Colliers Research

### Key Infrastructure Initiatives and Connectivity

**Delhi Metro:** Operational Since December- 2002

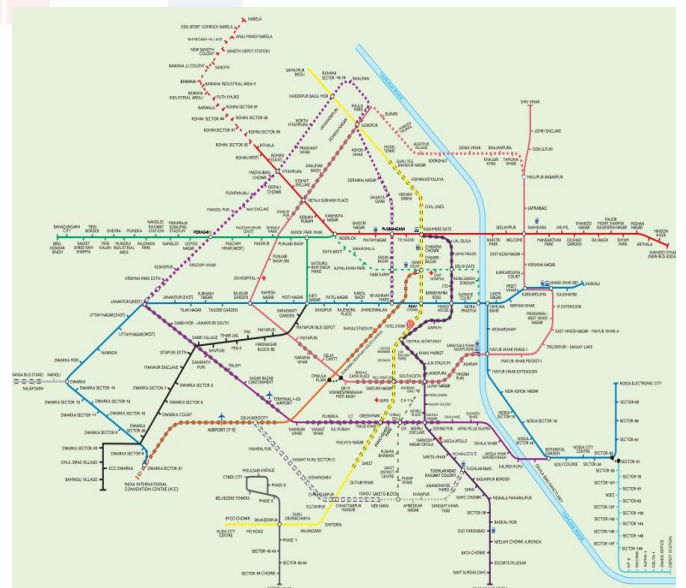
Delhi metro is a mass rapid transit (MRT) system serving Delhi and its satellite cities of Ghaziabad, Faridabad, Gurgaon, Noida, Bahadurgarh and Ballabhgarh, in the National Capital Region of India. With a constructed network of 390.14 Km with 286 stations (including Noida-Greater Noida Corridor and Rapid Metro, Gurugram), the Delhi Metro is the largest and busiest metro network in India.

**Phase-I, II & III** network is consisting of 10 colour-coded lines serving 254 stations with a total length of 348.12 kilometres (216.31 mi).

**Phase-IV** The construction of Phase IV was formally started on 30 December 2019. Currently, it is under construction as and expected to be completed by 2025 and the details of corridor are tabulated follows:

Corridor under Implementation	Length (KM)	Stations
Janakpuri West- R.K. Ashram	29.26	22
Tughlakabad- Delhi Aerocity	23.62	16
Majlis Park- Maujpur	12.32	8
Total	65.20	46

Source: DMRC- Dec-2021 Update





## Key Infrastructure Initiatives and Connectivity

Corridor under Consideration	Length (KM)	Stations
Rithala- Bawana- Nerala	21.73	16
Inderlok- Indraprastha	12.57	10
Lajpat Nagar- Saket G Block	7.96	7
Total	42.26	33

Source: DMRC- Dec-2021 Update

Additional Corridors (under consideration)	Length (KM)	Stations
Aerocity-IGDT-1	2.26	-
Kirti Nagar- Bamnoli Village (METROLITE)	19.09	21
Total	21.35	21

Source: DMRC

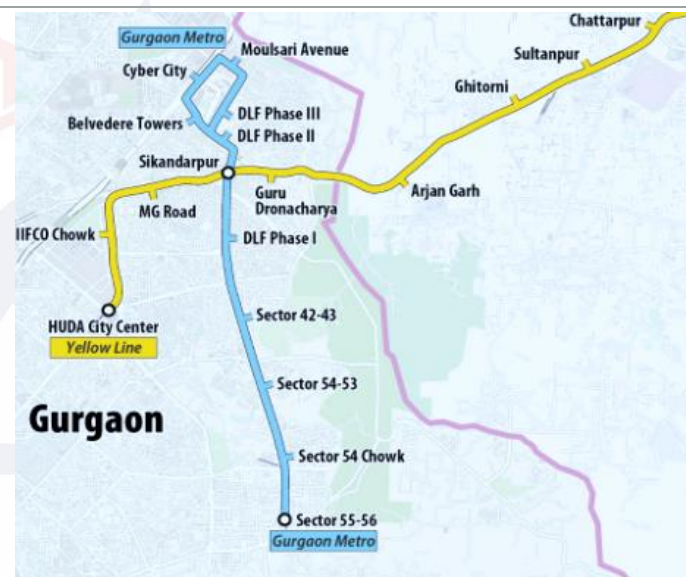
### Rapid Metro: Operational Since November- 2013

Rapid Metro Rail Gurgaon Limited is an intra-city metro system of Gurgaon linked with the Delhi Metro system's Yellow Line at Sikandarpur. The planned route for Rapid Metro will act as a feeder to the DMRC's Jahangirpuri-Central Secretariat-HUDA City Centre (Yellow Line). Total length of 12.85 kms line & 11 stations present on line.

The project has been divided into following phase,

**Phase I** - A network of 5.1 km connecting Cyber City, NH-8 & Sikanderpur station (DMRC)

**Phase II** - A network of 7 km along Golf Course Road connecting Sector 55-56 to Delhi Metro at Sikanderpur.



### Railway Network

Gurgaon railway station is operated by Northern Railway of Indian Railways. The rail station forms a part of the larger Indian Railways network. Along with that, Gurgaon has Tajnagar railway station, Dhankot railway station, Ghari Harsaru Railway Junction and Farrukhnagar Railway Station, Patli Railway Station. Under Modernization of Railway Station, Indian Railways is modernizing four railway stations in Gurgaon. Gurgaon railway station, Ghari Harsaru Railway Junction and Farrukhnagar Railway Station will be developed and modernized with modern amenities and international facilities.

Recently, Ministry of Railways, GoI announced project to upgrade Gurugram City Railway Station which includes the construction of a fourth railway platform, expanding the existing platforms, increasing the number of entry and exit points of the station (there is only one at present) and decongesting the approach road to the station. Granting approval for beautification and infrastructure development of the railway station. Currently, the project is under consideration status.





## Key Infrastructure Initiatives and Connectivity

### Airport Connectivity

Gurgaon is served by Delhi's Indira Gandhi International Airport, which is located just outside of Gurgaon city limits near National Highway 8.

Indira Gandhi International Airport is the primary international airport serving New Delhi, Delhi, India as well as the rest of northern India. This airport is spread over an area of 5,106 acres (2,066 ha) and situated in Palam, New Delhi.

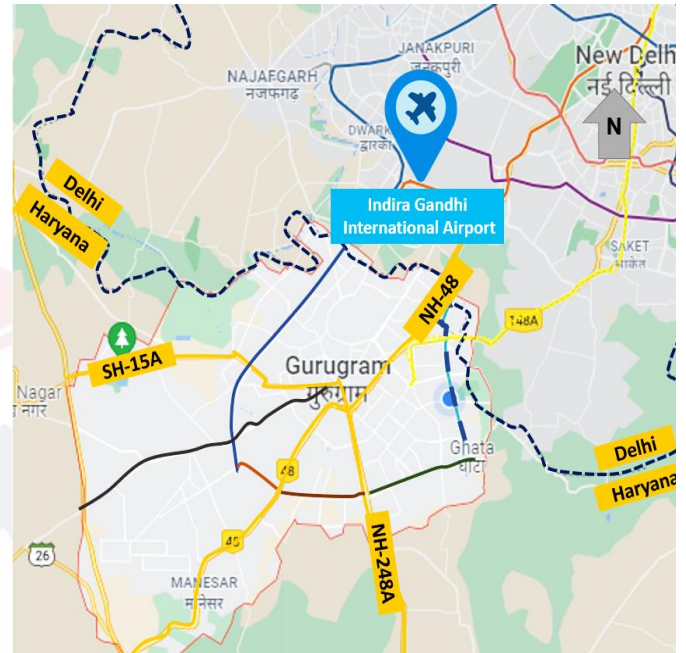
IGI Airport serves as a major hub or a focus destination for several Indian carriers including Air India, Air India Regional, IndiGo, SpiceJet, GoAir, and Vistara. Approximately 80 airlines serve this airport. At present, there are three active scheduled passenger terminals, a dedicated Hajj terminal, and a cargo terminal.

IGI is divided into three terminals for smoothly operation of Domestic and International flight.

**Terminal-1:** It is temporarily used for low-cost carrier SpiceJet. Delhi International Airport Limited (DIAL) has completed refurbishing work in September 2021.

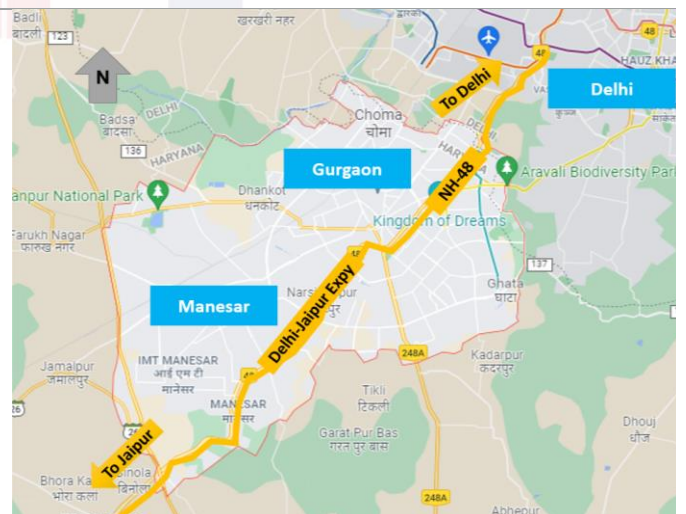
**Terminal-2:** In 2017, DIAL done revamping the terminal and shifted operations of Go Air to the termina in order to continue expansion work of Terminal-1.

**Terminal-3:** It is used for international flights. The Indian carriers operating international flights are Air India, Indigo, SpiceJet, GoAir, and Vistara.



### National Highway-48 (Delhi - Jaipur Expressway)

The repair work and reconstruction in 225 km long Gurgaon - Jaipur highway. It comprises 64 km long Haryana portion, 161 km long Rajasthan portion and construction of 15 new structures to resolve the frequent issue of traffic congestion on the Highway. The cost of all these works is Rs. 913 crores.



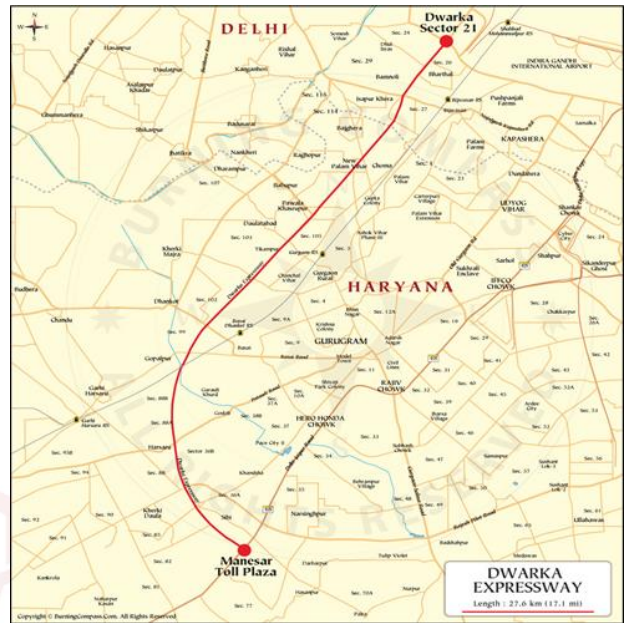


## Key Infrastructure Initiatives and Connectivity

### Dwarka Expressway: Under Construction

The 19 km Gurugram section of the 29-kilometre Dwarka Expressway connecting Mahipalpur in New Delhi with Kherki Dhaula in Gurugram is expected to be completed in 2023-24. Some portions of this stretch are already operational.

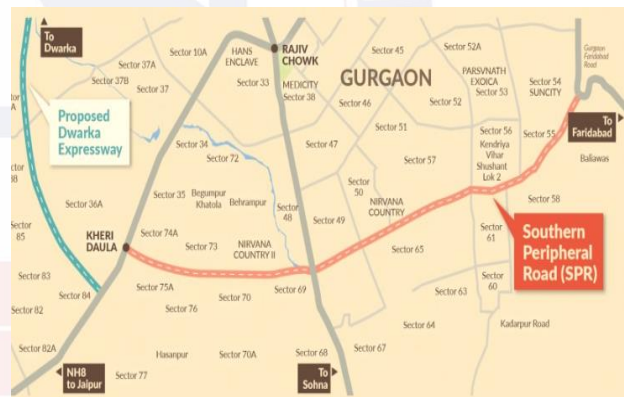
Dwarka Expressway starts from Shiv-Murti on NH-8 (Delhi-Gurugram expressway) and ends near Kherki Daula Toll Plaza, through Dwarka Sector 21, Gurugram border, and Basai. 50%-60% of the vehicles on NH-8 will be diverted onto the new expressway, easing the congestion towards Sohna Road, and Golf Course Road. The estimated cost of the project, under the Union government's flagship Bharatmala Project, is Rs 9,000 crore. It is a 16-lane access-controlled highway with the provision of a minimum 3-lane service road on both sides.



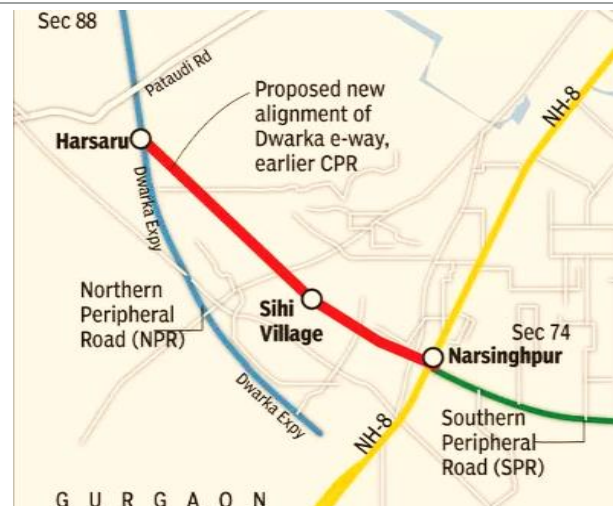
### Southern Peripheral Road (SPR): Operational

Southern Peripheral Road offers excellent connectivity to Delhi and its adjoining areas. SPR is well connected to Golf Course Road as well as NH-8 and Mehrauli Road. The redevelopment of Southern Peripheral Road (SPR), which will include the construction of eight flyovers, footpaths, and cycle tracks, is likely to be complete only by mid-2025.

The proposal involves the construction of a six-lane main carriageway with 3 lanes on either side and 6-lane service roads (3 lanes on each side) on both sides of the carriageway. The critical 12km road connects three national highways - NH-8, Gurugram - Alwar expressway and Gurugram -Mehrauli expressway. It is also expected to provide connectivity to the Dwarka Expressway through a cloverleaf interchange that is currently under construction.



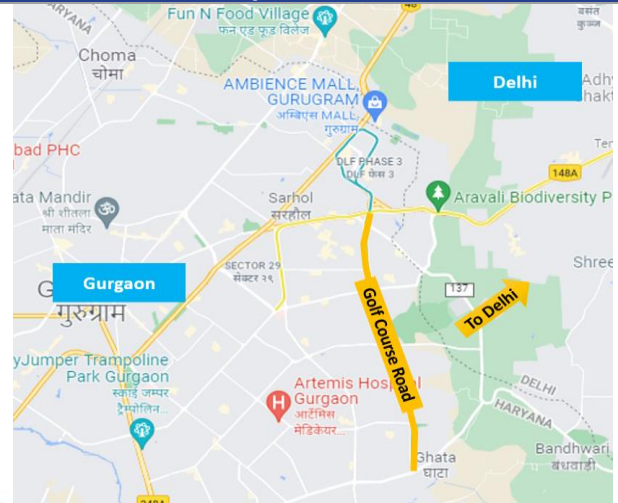
**Central Peripheral Road (CPR):** The CPR starts from a place close to the Kherki Daula village and meets NPR near Harsaru village. The construction of SPR is nearing completion, which has necessitated expediting the work on CPR that connects SPR with NPR, also known as Dwarka Expressway.



## Key Infrastructure Initiatives and Connectivity

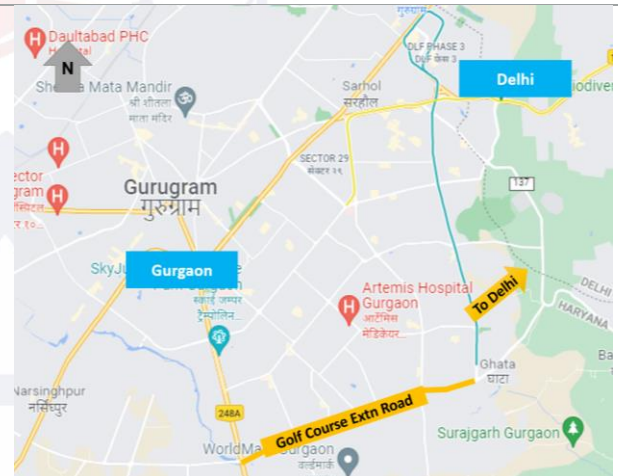
### Golf Course Road: Operational

The area is well-connected through Golf Course Road, MG Road and Golf Course Extension Road. Also, the whole corridor of Golf Course Road has multiple rapid metro stations which easily connects this area with Sikanderpur metro station on Yellow Line, further boosting connectivity. IGI Airport can be accessed in about 20-25 minutes due to signal free road after construction of several underpasses on Golf Course Road.



### Golf Course Extension Road: Operational

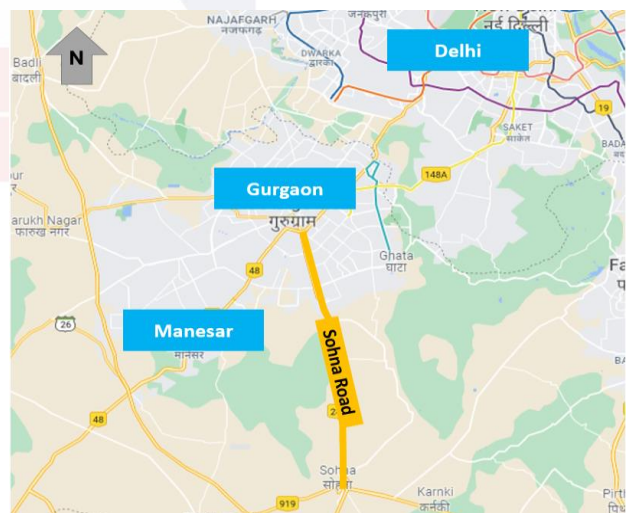
It connects Gurgaon-Faridabad Road with the Badshahpur Crossing and further extends to meet NH-48 near Sector 74A. The Golf Course Extension Road area is well connected with NH-48, which further extends its reach to the distant parts of Gurgaon and New Delhi.



### Sohna Road: Operational

Sohna Road is spread across Rajiv Chowk near NH-48 in Gurgaon right up to Sohna city in the south.

In July 2022, The 22 km long Sohna elevated road was opened for traffic. A stretch of the elevated road from Subhash Chowk to Badshahpur was opened to commuters. Gurgaon Sohna National Highway has been developed to six-lane access-controlled corridor with aggregate elevated section of about 7 km at a capital investment of about Rs 2000 crore. This section would also provide connectivity to Delhi and Gurgaon through Delhi-Mumbai expressway.



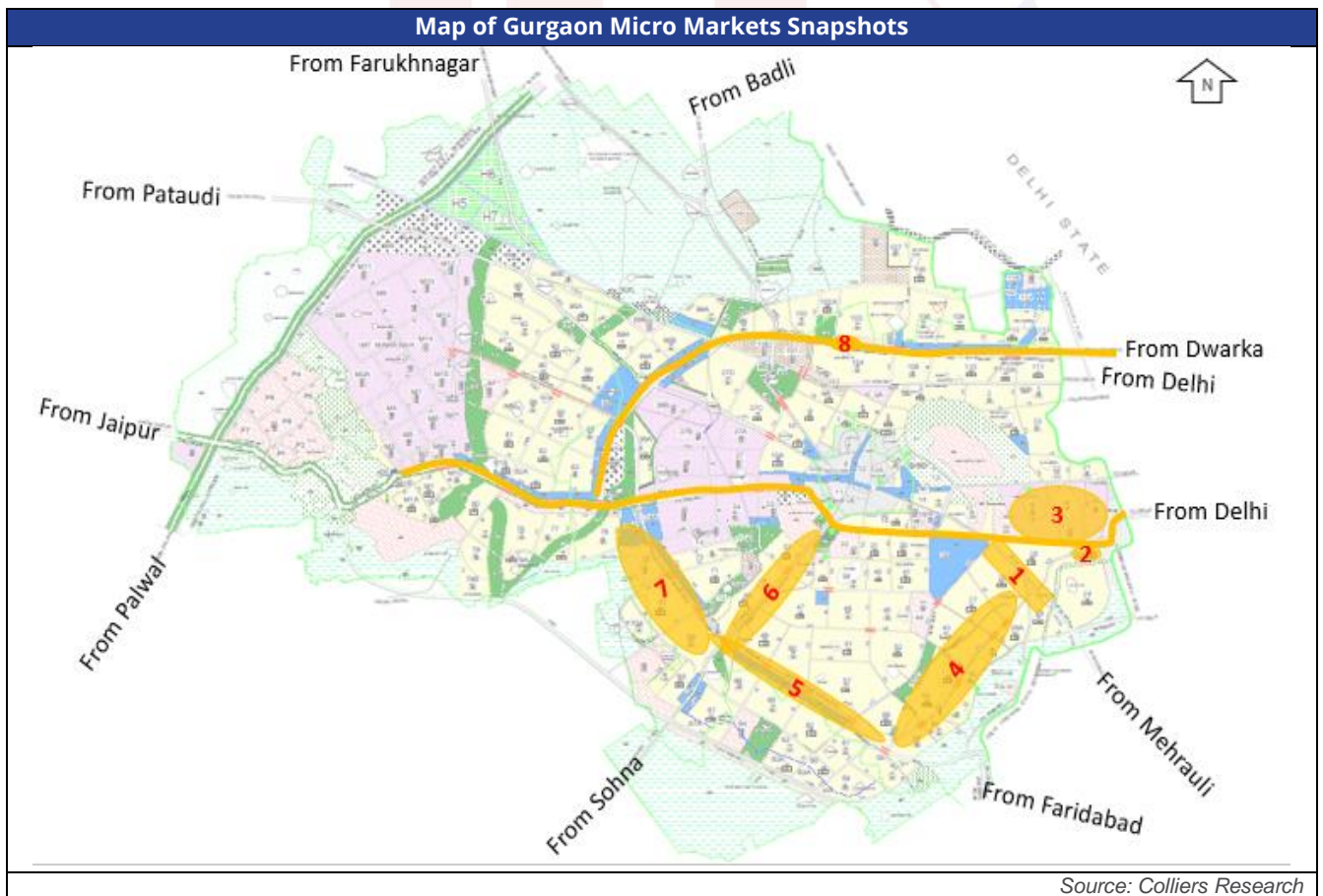
Source: Colliers Research



### 3.9 Gurgaon Commercial Micro Market Overview

Gurgaon, a notable commercial office market in Delhi-NCR and India, has seen substantial demand from IT-BPM, manufacturing, and engineering firms. Gurgaon, office space rentals are ranging between INR 55-180 per square foot per month. Global corporations are flocking back to India due to the improving business environment and increased ease of doing business, and the future sure seems bright.

A sizable proportion of premium Grade A office space (commercial & IT/ITeS) is situated along National Highway 8, Cyber City, Golf Course Road and M.G. Road, and these micro-markets are perceived as the active commercial destination of the city. Factors that have be attributed in favour of this location, are proximity to airport, proximity to New Delhi, existing Delhi Metro network and operational Rapid Metro network that initiating from Cyber City and terminating at Sector 56 intersection. Institutional sectors 32 & 44 witness healthy occupancy rates and rentals. This micro-market primarily house standalone commercial developments, most of them are BTS building and entirely occupied by a single tenant. In contrast to the above cited micro-markets, developments along Golf Course Ext. Road, later stretch of NH8, and Sohna Road attain lower level of occupancy and rentals.





Regions	Key Micro-markets Covered	Micro-market Snapshot
1	M.G. Road	<ul style="list-style-type: none"> <li>Designated Zone: Commercial</li> <li>Considered as CBD of Gurugram. Connects Mehrauli in Delhi to IFFCO Chowk on NH8 in Gurugram.</li> <li>Mix of commercial and retail on both side of the road and is mostly preferred by BFSI and MNCs for their corporate offices</li> </ul>
2	Cyber City	<ul style="list-style-type: none"> <li>Designated Zone: Technology and IT-SEZ</li> <li>Modern office building cluster developed by DLF.</li> <li>Has presence of fortune 500 companies like KPMG, BT, Mercer, Microsoft, AMEX etc</li> </ul>
3	NH-48 and Udyog Vihar	<ul style="list-style-type: none"> <li>Designated Zone: Commercial, Technology, Institutional and Industrial</li> <li>Udyog Vihar –Micro market with Industrial and Technology zoning having more than 1200 industrial and IT/ITeS units, spread over 730 acres in area. Udyog Vihar is divided into five phases.</li> <li>Provides excellent connectivity to other parts of Delhi NCR.</li> </ul>
4	Golf Course Road	<ul style="list-style-type: none"> <li>Designated Zone: Commercial</li> <li>Named after the DLF Golf Course in Sector 42, the sectors around Golf Course Road are a mix of high-end residential and commercial buildings</li> <li>Well connected with arterial roads such as MG Road and NH-8</li> </ul>
5	Golf Course Extension Road	<ul style="list-style-type: none"> <li>Designated Zone: Commercial, Technology &amp; IT SEZ</li> <li>G CER is also a destination for luxurious and mid segment residential projects</li> <li>Good connectivity to Golf Course Road, MG Road, Sohna Road and Faridabad</li> </ul>
6	Sohna Road	<ul style="list-style-type: none"> <li>Designated Zone: Commercial, IT/ITES &amp; IT SEZ</li> <li>Dotted with mid-sized corporate offices and IT companies.</li> <li>Well-developed social infrastructure and an established residential area.</li> </ul>
7	Other (SPR & Dwarka Expressway)	<ul style="list-style-type: none"> <li>Designated Zone: Commercial, IT/ITES</li> <li>Dotted with mid-sized corporate offices and IT companies.</li> <li>Well-developed social infrastructure and an established residential area</li> </ul>

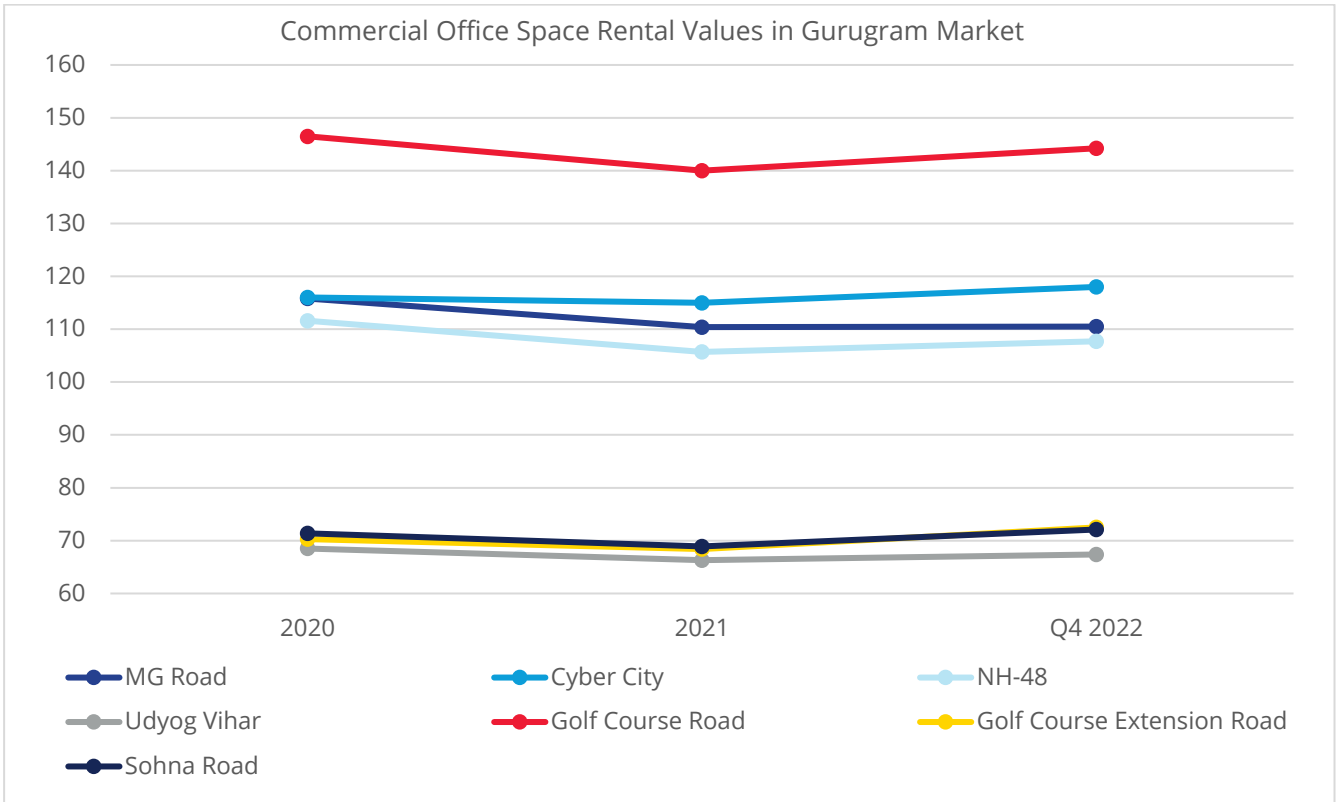
Source: Colliers Research

### Gurugram Commercial Office Space Market Rental Trends

Gurugram is one of the prime office destinations across the Delhi NCR. Major commercial micro markets of Gurugram are MG Road, Cyber City, NH-48 stretch, Udyog Vihar, Golf Course Road, Golf Course Extension Road and Sohna Road. Gurugram market plays a vital role in the office market of the Delhi NCR. It is favourable market by both National and International companies due to essential business environment along with availability of skilled manpower.



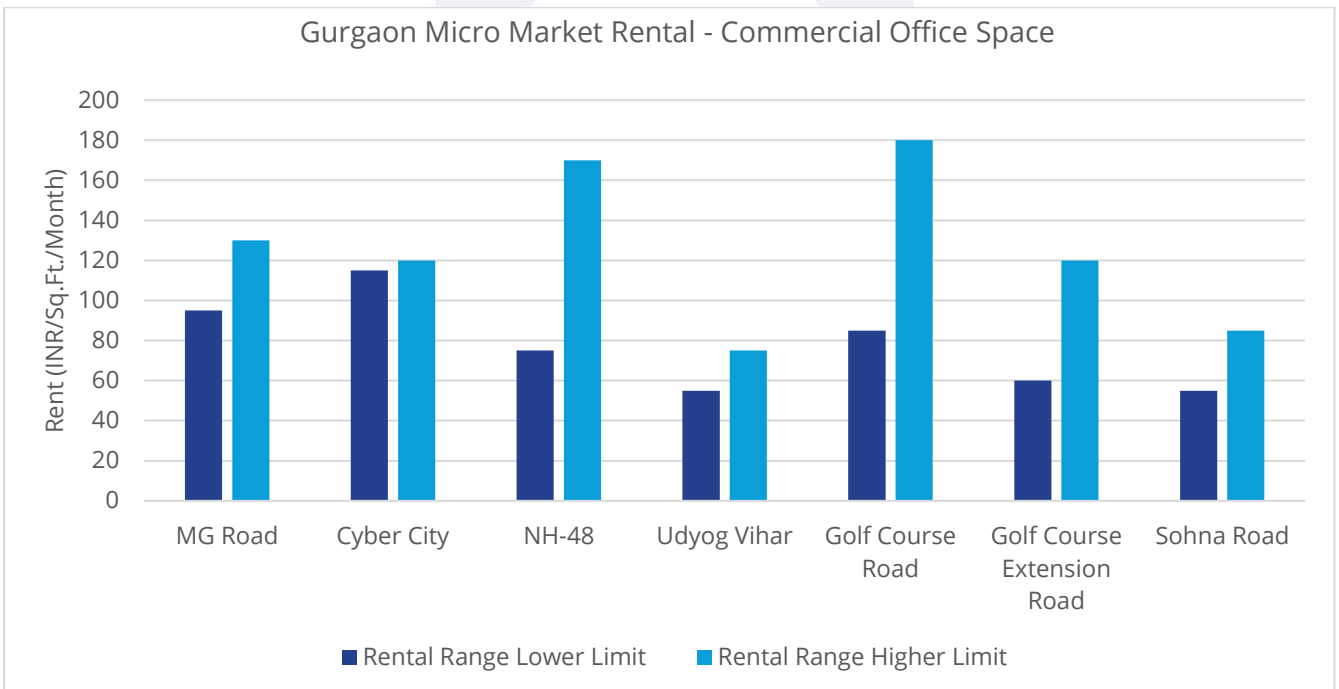
The below graph is depicting average Rental Values Trend of various commercial micro markets of Gurugram.



Source: Colliers Research

### Rentals in Gurgaon Micro Markets

Gurgaon micro market has witnessed rental ranges of INR 55-180 per sq. ft per month.



Source: Colliers Research (Q4 2022 update)

### Key Micro Markets Dynamics of Gurgaon

Following are the key major micro markets of Gurgaon, which contributes to total stock of 69.1 Mn sq. ft out of total supply in Gurgaon. The micro markets have witnessed average vacancy rate of 17.52 % as on Q4 2022.



Micro Markets	Total Stocks (Grade Office Space) (Mn sq. ft)	Vacancy (%)	Upcoming Supply till 2022 (Mn sq. ft)	Rental Range (INR/sq. ft/month)	Capital Value (INR/sq. ft)
MG Road	3.4	17.4	0.025	95-130	15,000 – 20,000
Cyber City	13.4	10.05	NIL	115 -120	18,000 – 21,000
NH-48	21.5	19.04	2.8	75-170	11,000 – 18,000
Udyog Vihar					
Golf Course Road	6.6	7.2	NIL	85-180	14,000 – 18,000
Golf Course Extension Road	13.6	29.4	1.6	60-120	6,000 – 11,000
Sohna Road	10.6	22.07	NIL	55-85	7,000-13,000

Source: Colliers Research

### 3.9.1 Key Micro Markets in the Vicinity of the Subject Property

The Subject development “Candor TechSpace IT/ITeS located in the close vicinity of two major micro markets of the Gurgaon like Sohna Road and Golf Course Extension Road.

### 3.9.2 Sohna Road

Sohna Road is also key micro market of Gurgaon, located on southern region of the city. It is connecting to Delhi – Jaipur Expressway to Sohna. It is also commercial, retail, and residential real estate corridor of the city. The micro-market of Sohna Road stretches from Rajiv Chowk near NH-48 in Gurgaon till Sohna city in the south. Key Sectors like Sectors 33, 38, 48 and 49 are major Sectors along the Sohna Road.

Key Commercial projects included Bestech Business Park, Iris Tech Park, Universal Trade Tower, Spaze Itech Park and etc. The total commercial IT/ ITES stock, vacancy and major tenant in this locality is tabulated as follows:

Total Stock (2022) (Grade A)	Vacancy (%) (2022) (Grade A)	Upcoming Supply (2023)	Gross Absorption (2022)	Key Tenant Mix	Rental Range (INR/sq. ft/month)	Capital Value Range (INR/sq. ft)
10.6 Mn sq ft	22.07%	None	546,057 sq ft	<ul style="list-style-type: none"> <li>Technology</li> <li>Consulting</li> <li>BFSI</li> </ul>	55-85	7,000-13,000

### OUTLOOK:

Significant upcoming supply on Golf Course Extension Road is likely to keep a downward pressure on rents over the next 2-4 years.

### KEY OCCUPIERS:







**Key Office Space Transactions Recorded in Recent Past:**

Occupier	Building Grade	Building Name	Lease/Sale	Period	Area (In sq. ft)
Wheelsys	A	Capital Business Park	Lease	Q3 2022	1,00,000
Encore Capital	A	Candor TechSpace	Lease	Q1 2022	221,000
Marelli	A	Candor Tech Space	Lease	Q1 2022	39,407
<a href="#">Legato Health Technologies</a>	A	Candor Tech Space	Lease	March 2022	500,000
<a href="#">Multiple Clients- deal by Trehan Iris</a>	A	Iris Tech Park	Lease	Dec 2022	2,75,000

Source: Colliers Research

**3.9.3 Golf Course Extension Road**

Golf Course Extension Road is an extended development of Golf Course Road. It is an emerging micro market of Gurgaon city, and it comprises of Sector 55 to Sector 68. The micro market has mixed and wide range of real estate development like residential apartments, commercial and IT/ITeS development along the road. Key prominent residential development is Tata Raisina Residency, Ireo City, Ansal Esencia, M3M Golf State, Emaar Greens, Pioneer City, Mahindra, and few affordable apartment projects. Some of the notable commercial projects included Spaze Tech Park, Vatika Business Park, Universal Business Park, Emaar Digital Green, Bestech Business Tower and Ireo- Ascendas SEZ and renowned Trump Tower. The total commercial IT/ ITES stock, vacancy and major tenant in this locality is tabulated as follows:

Total Stock (2022) (Grade A)	Vacancy (%) (2022) (Grade A)	Gross Absorption (2022)	Upcoming Supply (2023)	Key Tenant Mix	Rental Range (INR/sq. ft/month)
13.6 Mn sq ft	29.4%	1,108,272 sq ft	1.9 Mn sq ft	<ul style="list-style-type: none"> <li>Technology</li> <li>Consulting</li> <li>BFSI</li> </ul>	60-120

**OUTLOOK:**

Significant upcoming supply on Golf Course Extension Road and elevated vacancy is likely to keep a downward pressure on rents

**KEY OCCUPIERS:**

**Key Office Space Transactions Recorded in Recent Past:**

Occupier	Building Grade	Building Name	Lease/Sale	Period	Area (In sq ft)
Zomato	A	Pioneer Square	Lease	Q2 2022	350,000
Reliance	A	Splendor Trade Tower	Lease	Q2 2022	240,000
Parth Universal	A	AIPL Business Club	Lease	Q2 2022	75,000
Deloitte	A	AIPL Business Club	Lease	Q2 2022	50,600

Source: Colliers Research



## 4 PROPERTY OWNERSHIP

As per the details shared with us, the developer for the Subject Property is M/s. Candor Gurgaon One Realty Projects Private Limited. For the purpose of this report, M/s. Candor Gurgaon One Realty Projects Private Limited has been considered as the owner of the Property.

For the purpose of this valuation, we have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the Property and our valuation assumes that none exists.

### 4.1 Documents/ Information Shared

The following documents have been shared for the purpose of preparation of this report:

- Existing rent roll for G1 as on March 31st, 2023
- Details of applicable CAM models comprising of CAM charges and CAM Cost
- Details of cost to complete as of Q1 2023
- Summary of Property Tax Payable for FY 2020-21 and FY 2021-22.
- Other Income details for year 2019-20, 2020-21, 2021-22 and 2022-23

# 5 PROPERTY DETAILS

## 5.1 Property Brief

The Subject Property is a commercial IT/ITeS space development, which is known as “Candor TechSpace IT/ITeS”, spread across a plot area admeasuring 25.187 acres.

Basic details about the Subject Property are as follows:

Property Details	
Address	Candor TechSpace, Tikri Sector 48, Gurgaon, Haryana
Plot Area	25.187 Acres
Leasable Area	Total leasable area admeasuring of 37,98,366 Sq. ft including future development area of 1,03,884sq. ft
Permissible Usage	IT/ITeS
Project Name	Candor TechSpace
Access Road	40-meter-wide road (Subhash Chowk - Honda Chowk)
Ownership Type	Freehold
Location	

### Area Description of the Development:

The Subject Property is a commercial IT/ITeS SEZ office property having a total operational leasable area of 3.69 Mn sq.ft. with a proposed future development of 0.1 Mn sq.ft.

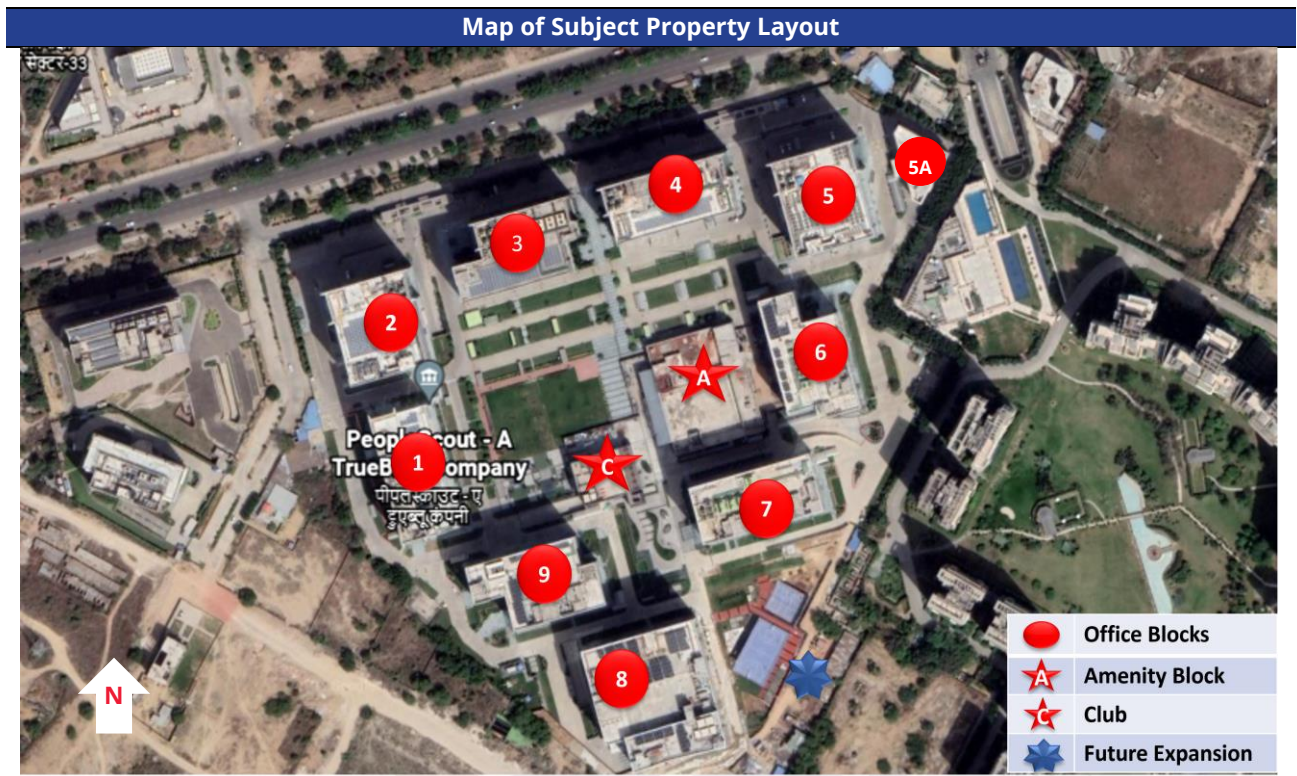
### Parking Details and Utilisation:

Total Number of Car Parks is 5,780 in the entire development.

Free Car Park as % of total Car Park	Paid Car Park as % of total Car Park	Additional Car Park as % of total Car Park	Total Car Park allotted as % of total car park constructed
37%	26%	2%	65%



The following map illustrates the location of the various towers in the Candor TechSpace at Sector 48, Gurgaon:



Source: Colliers Research & Google Maps

## 5.2 Key Highlights of the Property

Following points list out the structural highlights and major tenants occupying the Property, which are

- Availability of larger floor plates
- Availability of open areas/ green areas
- 3 functional entry/exit point
- Building awarded IGBC Platinum rating
- National 5S Excellence Gold Award
- Availability of all the basic requirements of the occupiers viz. Food Court, ATM, convenience stores etc.

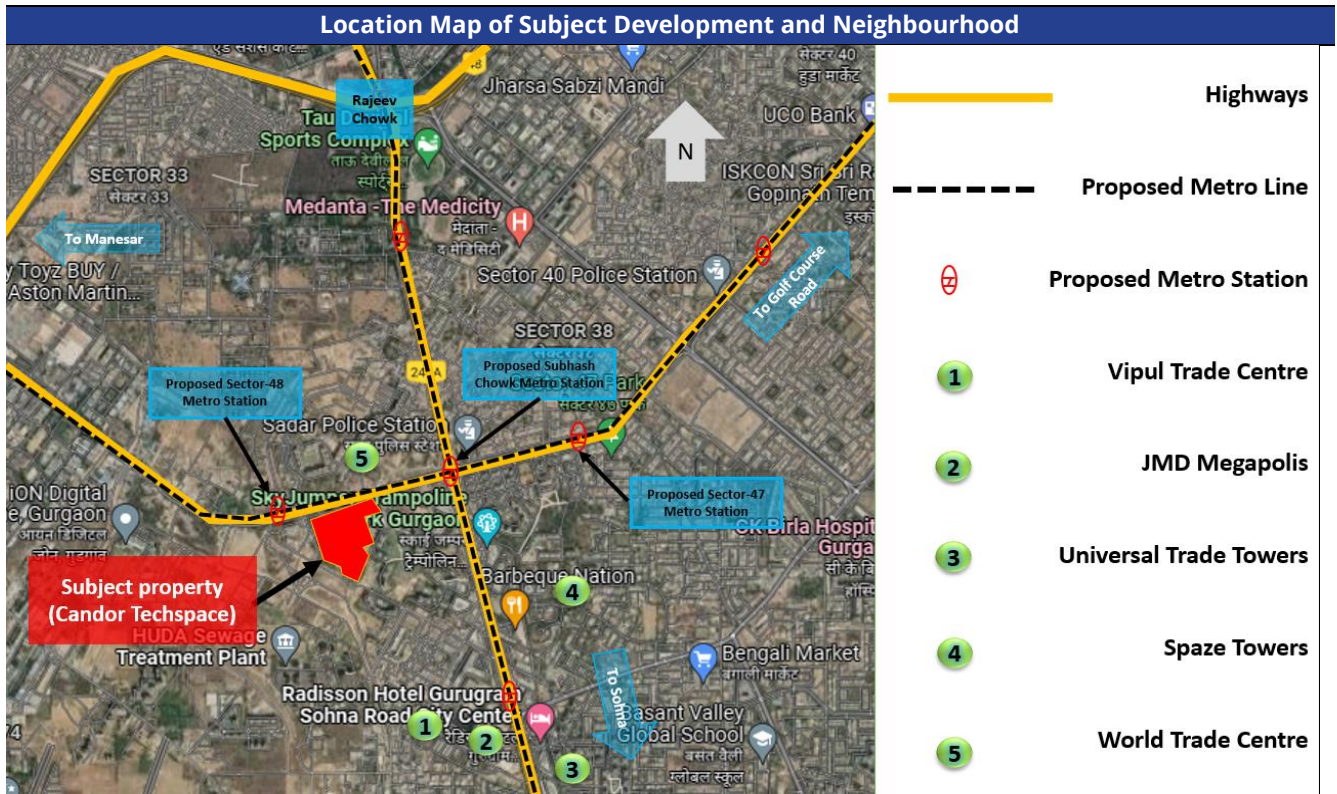
Some of the major occupiers of the Subject Property are:

- Cognizant Technology Solutions India Private Limited
- R1 RCM Global Pvt Ltd (formerly Accretive)
- Wipro HR Services India Pvt. Ltd. (earlier Aight HR Services)
- Aon Consulting India Pvt. Ltd.
- Wipro Limited
- Capgemini Technology Services India Limited

## 5.3 Location & Neighbourhood

The Subject Property is located at Village- Tikri, Sector-48 of Gurugram and close to Sohna road. It is easily accessible by Netaji Subhash Marg. As per Gurgaon Manesar Urban Complex Plan, 2031, Sector 48, Gurgaon has been earmarked for development of residential and commercial for roadside property.

The following table illustrates neighbourhood of the Subject Property:



Source: Colliers Research & Google Maps

The surrounding of the Subject Property consists of residential sectors, commercial retail spaces and office buildings. G1 can be reached through Sohna road and Netaji Subhash Marg. With presence of Rapid metro located in close proximity of the Subject Property, G1 is easily accessible for the common people from the other micro-markets of NCR. Few of the major office space development in the vicinity are JMD Megapolis, Universal Trade Towers, World Trade Centre etc. Some of the prominent hotels in the micro markets are Radisson, Country Inn and Suites, Lemon Tree etc.

### 5.4 Access and Connectivity

The Subject Property located along Netaji Subhash Marg in Sector 48, Gurgaon which is very well connected to the Sohna road. Sector 55-56 Rapid Metro Station is located about 9 kms away from the Subject Property (Candor TechSpace), which further connects to Delhi Metro for Metro connectivity to the NCR micro markets like Delhi, Noida, Ghaziabad, Faridabad and Greater Noida. Metro lines are proposed for future development under Gurgaon Metro future expansion plan. As per this plan, nearest metro station to the G1 will be Sector 48 metro station, Subhash Chowk metro station which may help improve the connectivity of the Subject Property.

In July 2022, The 22 km long Sohna elevated road was opened for traffic. A stretch of the elevated road from Subhash Chowk to Badshahpur was opened to commuters. This stretch will help to improve connectivity of the Subject Property.

**Distance of subject site from key landmarks:**

Key Landmark	Road Distance from subject site (kms.)
DLF Cyber City	11.1
Gurgaon – MG Road	8.7
IFFCO Chowk	7.2
Gold Course Road	8.7

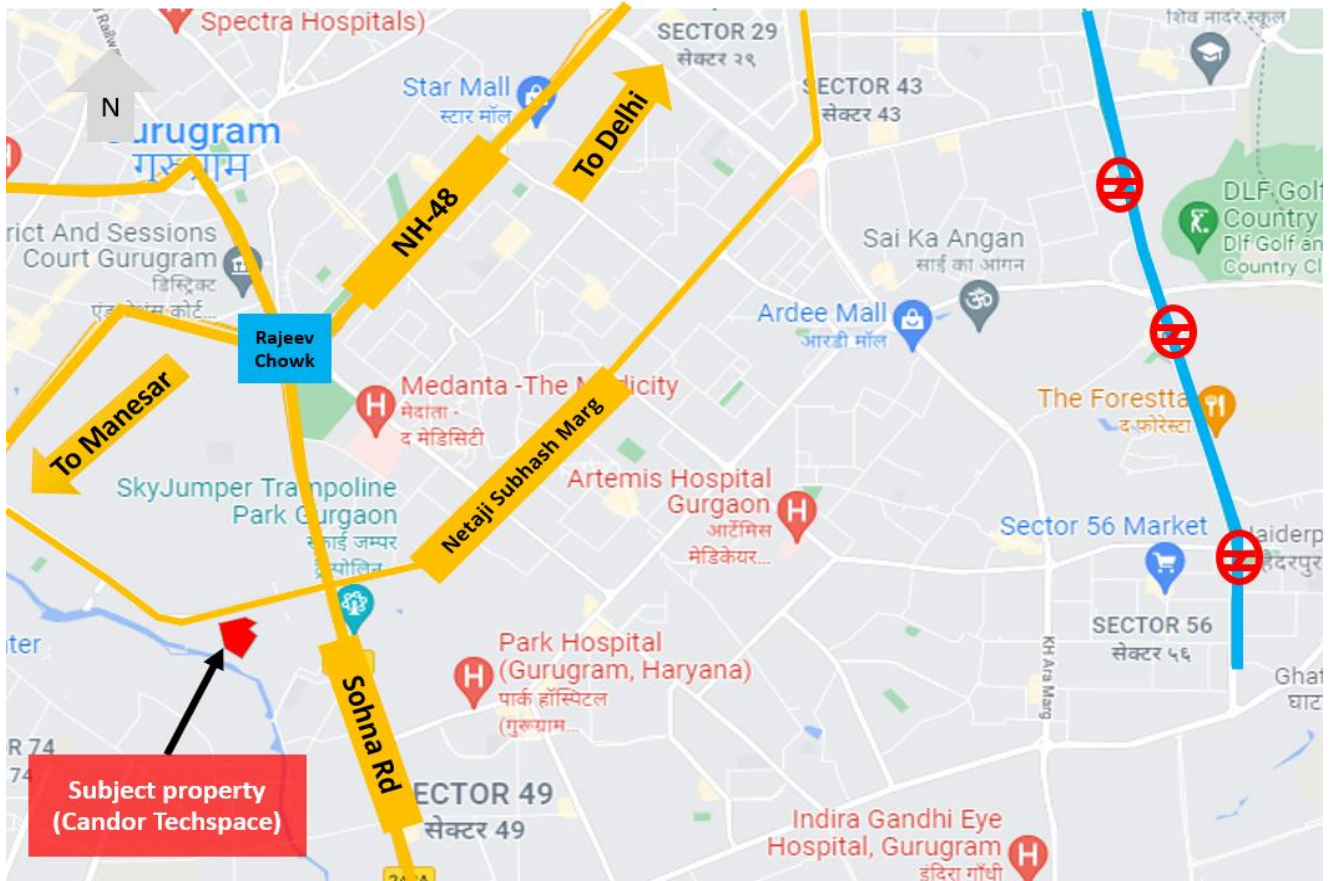




Key Landmark	Road Distance from subject site (kms.)
Aerocity	18.5
Indira Gandhi International Airport, Delhi	21.7
Connaught Place	33.7

Source: Colliers Research

**Location Map of Subject Property and Connectivity**



Source: Colliers Research & Google Maps

### 5.5 Environmental Issue

We have no knowledge of any environmental concerns or contamination of the subject site and surrounding sites. We are not qualified to assess environment concerns; it is therefore recommended that the client should seek professional advice from an expert.

### 5.6 Approval and Regulatory Status

This valuation exercise has been conducted with an assumption that all the regulatory approvals are in place.





## 6 APPROACH & METHODOLOGY

The market value of the Subject Property has been estimated using Income Approach – Discounted Cash Flow Method.

Our valuation is on the basis of Market Value which we would define as intended to mean “the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion”.

### Discounted Cash Flow (DCF) Method

DCF method/analysis is a financial modelling technique based on explicit assumptions regarding the prospective income arising out of the development to be carried out on the subject land parcel. In case of a valuation of a large land parcel like the property, where the development potential is realized over a period of time (i.e., time value of money comes into the picture) and also where there are no or few immediate similar properties (i.e., comparable) available for comparison, DCF method considering relevant potential developments of the project is used.

The DCF method requires the entire development cash flows to be drawn up and assumptions made about the market performance over the entire project time frame. This requires an in-depth understanding of

- the demand / supply dynamics,
- transaction values and quantum,
- construction costs, quality, and infrastructure requirements/constraints,
- time frame of the project,
- profit / returns, and other analysis.

All this market data must be compiled (as relevant to the subject site) in order to create a financial model that captures all market drivers and value impacting parameters.



## 7 VALUATION ASSUMPTIONS

This report is subject to our Standard Caveats and Assumptions as set out in the end of this report as well as those mentioned below:

- We have assumed that the property is free from and clear of any charges, liens, and encumbrances of an onerous nature likely to affect value.
- It is assumed that any land premium or other relevant fees payable for the acquisition, transfer, sale, letting or mortgage of the property have been fully paid and settled.
- We are not aware of any easements or rights - of - way affecting the property and our valuation assumes that none exists.
- We have assumed proper title has been obtained, and the property and the interest valued therein can be freely transferred, mortgaged, or let in the market.
- We have assumed that all Information, estimates, and opinions furnished to us and contained in this report, including all information provided by the client or its representative, are fit for valuation purposes, and have been obtained from sources considered reliable and believed to be true and correct. We can assume no responsibility for accuracy.
- We have not carried out any detailed site measurements to verify the correctness of the areas in respect of the Property but have assumed that the areas shown on the documents provided to us are correct. All documents and contracts have been used as references only and all dimensions, measurements and areas are therefore approximations.
- We have assumed the Property is free of contamination and any other environmental problem and can be developed in accordance with the plans, and to the construction quality as stated in the supplied information.
- Transaction cost like stamp duty, registration charges, mode of payment, brokerage and any other additional cost related to transaction structuring, taxes such as capital gains, Income tax etc. pertaining to sale / purchase of the property have not been considered while arriving at the sale value.
- Real estate market in India is unorganized and there are no official market databases/ sources for their prevailing market rates. The information pertaining to the sales/ listing data has been obtained from sources deemed to be reliable however no written confirmation or verification was made available and hence our analysis is limited to that extent.
- For any use of the Property upon which this valuation report is based, all required licenses, permits, certificates, and authorizations as required have been obtained, and are capable of renewal without difficulty, except only where otherwise stated.



## 8 VALUATION

As per our observation at the time of site inspection that the Subject Property comprises of retail and office space (Commercial IT/ITeS) development which is being leased out. Owing to the income generating nature of the Property, discounted cash flow method under the Income Approach is being utilized. A portion of the Property is under construction and another portion has been earmarked for future development. The following section shows the area statement basis the information shared by the client.

### **Area Statement:**

Particulars	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)
Total Leasable Area	27,86,867	10,11,499	37,98,366
Constructed	27,86,867	9,07,615	36,94,482
Future Development	-	1,03,884	1,03,884
Under Construction	-	-	-

### **Break up of Constructed Area:**

Building/ Tower Name	Leased (Sq.ft.)	Vacant (Sq.ft.)	Total (Sq.ft.)
Amenity I	54,108	16,061	70,169
Amenity II (Club House)	28,061	-	28,061
Tower 1	3,15,812	25,018	3,40,830
Tower 2	3,53,654	27,694	3,81,348
Tower 3	1,67,996	1,41,852	3,09,848
Tower 4	2,71,266	79,558	3,50,824
Tower 5	4,11,187	-	4,11,187
Tower 5A (SEZ Office)	-	40,965	40,965
Tower 6	3,10,797	-	3,10,797
Tower 7	2,97,519	64,582	3,62,101
Tower 8	2,61,331	5,11,885	7,73,216
Tower 9	3,15,135	-	3,15,135
<b>Total Area (Completed/Operational)</b>	<b>27,86,867</b>	<b>9,07,615</b>	<b>36,94,482</b>

Source: Client Shared Details

### **Break up of Under Construction Area:**

Building	Leased (Sq. Ft.)	Vacant (Sq. Ft.)	Total (Sq. Ft.)
Tower 11	-	1,03,884	1,03,884
<b>Total</b>	<b>-</b>	<b>1,03,884</b>	<b>1,03,884</b>



**Assumptions:**

The assumption taken for this projects area as follows:

Particulars	Unit	Value	Remarks
<b>Cost Assumptions</b>			
Cost to be incurred - Operational	INR Mn	247	Client Shared
Cost to be incurred – Future Development	INR Mn	473	Colliers Assumption
Average CoC - Future Development	INR per sq. ft	4,300	Colliers Assumption
Brokerage	(No. of months Rental)	1.00	Colliers Assumption
Brokerage on Exit	%age	1%	Colliers Assumption
Insurance & Property Tax annual Increment	%age	5%	Colliers Assumption
Property Tax Liability to lessor	INR per sq. ft per month	0.05	Client Shared
<b>Revenue Assumption</b>			
Escalation in Rental for future leased portion	%	15%	After every three years
Escalation in Rental for Fresh Leasing:	%	0.42%	% per month
Vacancy Leased Portion	(Months)	3.00	Months
Rent Free Period	(Months)	3.00	Months
Improved Efficiency at time of lease renewal	%	5.00%	%age of existing leasable area
Interest on Security Deposit	%	0.50%	%age per month
Average Market Rental All assets except towers	(INR/ Sq.ft./Month)	80	Colliers Assumption
Market Rent: Towers / Retail	(INR/Month)	80	Colliers Assumption
Car Parking Rentals	INR per ECS per Month	5,000	Colliers Assumption
Other Income	INR per sq. ft per month	0.34	Client Shared
Security Deposit	(No. of Months)	3	Colliers Assumption
CAM Deposit	(No. of Months)	-	Colliers Assumption
Paid Car Park - vacant	ECS	883	
CAM Expenses	(% of Cam Charges)	75%	Colliers Assumption
Parking Income Annual Increment	(%)	5%	Colliers Assumption
Stabilized Vacancy	(%)	5.0%	Colliers Assumption
Repair & Maintenance cost	%age of rent revenue	2.0%	Colliers Assumption
<b>Project Assumptions</b>			
Discount Rate - Constructed	%	11.75%	Colliers Assumption
Discount Rate - future development	%	13.00%	Colliers Assumption
Capitalisation rate	%	8.00%	Colliers Assumption

**Capitalization rate:**

Capitalization rate is basically the per year yield on the investment a buyer expects once he buys a matured property. This capitalization rate is derived from the amount risk that is involved in that particular type of investment. Generally riskier asset classes have a higher capitalization rate. Since in an efficient market, the return on capital a typical buyer will get will be equal to the cost of capital, the capitalization rate is also an indicator of the return expectations of a typical buyer in the market. Capitalization rate is also inflation protected because as with any property, lease revenues are expected to keep pace with the prevailing inflation. So, the returns a buyer gets keeps increasing because of the increase in future lease revenue. In economics terms it's called real return on investment because the purchasing power of your money is maintained and is not eroded by inflation. Capitalization rate is used to calculate the capital value of a property when it is being disposed.

$$\text{Capital Value of Property} = \frac{\text{Net Operating Income from leases}}{\text{Capitalization Rate (\%)}}$$



Based on the market transactions, we have arrived at Capitalisation rate of 8.00 % for the Property.

**Discount rate:**

Discount rate is used to compute net present value in the discounted cash flow analysis. The Discount Factor considered for arriving at the present value is the weighted average cost of capital (WACC). A debt-equity ratio comprising of 60% debt and 40% equity has been considered. The cost of equity is computed using the Capital Asset Pricing Model (CAPM) using the formula shown below.

$$r_E = r_f + \beta(r_m - r_f)$$

Where,

rf = Risk free rate

rm =Market return

β = Measure of Market Risk

WACC Calculation	Values
Target D/V	60%
Target E/V	40%
Cost of Debt (Kd)	
Assumed cost of debt	8.50%
Spread	0
Cost of Debt (Kd)	8.50%
Tax Rate	0
Net Cost of Debt	8.50%
Risk Free Rate (Rf)	7%
Expected Average Return of the market (Rm)	13%
Rm- Rf	6%
Beta - considering simple average	1.43
Beta - considering median	1.21
Alpha- Company/ Project Specific Risk Factor	1%
Cost of Equity (Ke) - considering Beta at simple average	16.90%
Cost of Equity (Ke) - considering Beta at median of Relevered Beta	15.55%
Cost of Capital - considering Beta at simple average of Relevered Beta	11.86%
Cost of Capital - considering Beta at median of Relevered Beta	11.32%

WACC is derived between 11.32% to 11.86%. Also, as per the market practice, other REIT valuations in India is considered at the WACC of 11.75%, which is within the same range. Hence, in line with the market practice and above derivation, we have considered WACC of 11.75%.

**Repair & Maintenance Cost:**

Assets requires a regular repair and maintenance to keep them operational and income generating. Keeping this in view 2% of the rent revenue every year has been taken as the repair and maintenance cost. The repair and maintenance cost have been allocated only after the asset has become operational.

**Downtime:**

A downtime of total 6 months has been considered as and when a lease expires. The downtime means that the asset shall not earn a rent during the period. The break-up of down time is 3 months for vacancy (time required for finding a new tenant and 3 months as rent-free period).



**Rent Premium for newer structures:**

For the purpose of this valuation, it has been assumed that newer structures i.e., buildings under construction and buildings earmarked for future development shall command a 5% premium on the prevalent market rent.

**Mountainstar India Office Parks Private Limited (MIOP) Arrangements:**

As informed by the client, MIOP has been appointed to provide real estate operating services in relation to the leasing, management and operations of Candor Techspace G1 and administration of company's functions for period of 30 years.

Following are the assumptions made :

Particulars	Unit	Value	Remarks
Escalation in MIOP Rate card for CAM Services	(% every 3 years)	15%	Client Shared
Manpower Cost - occupied portion	%age of MIOP Revenue	35%	Colliers Assumption
Manpower Cost - vacant portion	%age of MIOP Revenue	50%	Colliers Assumption
Equipment & Machinery	%age of MIOP Revenue	5%	Colliers Assumption







**Project development status:**

Basis the information shared and as per the site observations, the project construction schedule for under construction and future development area has been assumed as following:

Building	31-Jul-23	30-Nov-23	31-March-24	31-July-24	31-Nov-24
Future Development	20%	20%	20%	20%	20%

**Other Pending Cost of Construction:**

Other pending construction cost includes cost to be incurred for under construction work and future development as mentioned below:

Pending cost of construction for under construction work is INR 247 Million, and pending cost of construction for future development is INR 473 Million (with average cost of construction rate<sup>1</sup> @ INR 4,300 per sq. ft.)

**NOI:**

NOI is the Difference of the sum of revenue from rent, CAM operations, MIOP margin, Car parking and Income support and the cost towards CAM operations, annual lease rent to Gurgaon Authority and Rent Permission Charges to Gurgaon Authority

**MIOP Margin:**

Candor India office Parks Private Limited (MIOP) has undertaken a transition, operations and maintenance agreement with M/s. Candor Gurgaon One Realty Projects Private Limited. The margin which MIOP earns, as reported, shall also be the part of cash inflows. Basis the rate card and information provided, the annual MIOP margin is projected as following:

Beginning Time Period		Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33	Apr-34	Apr-35	Apr-36	Apr-37	Apr-38	Apr-39	Apr-40	Apr-41
Ending Time Period	Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34	Mar-35	Mar-36	Mar-37	Mar-38	Mar-39	Mar-40	Mar-41	Mar-42
Operational Portion	-																			
Total leased area - 12*6 & 0 CAM Model	18,89,515	19,90,833	21,99,733	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250
Total leased area - other model	8,97,352	9,64,897	11,04,164	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508
Vacant area	9,07,615	7,38,751	3,90,585	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724
Future Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total leased area - 12*6 & 0 CAM Model	-	-	8,293	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214
Total leased area - other model	-	-	5,529	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476
Vacant area	-	-	20,806	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194
CIOP Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operational Portion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

<sup>1</sup> The Construction cost of similar structure has been achieved by discussion with the in-house Project Management team of Colliers. The discussion reveals that the average construction cost of similar structure ranges between INR 4,000 to INR 4,500 per sq. ft. The exact cost for the same depends upon the type of construction and the quality of material.



Beginning Time Period	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33	Apr-34	Apr-35	Apr-36	Apr-37	Apr-38	Apr-39	Apr-40	Apr-41	
Ending Time Period	Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34	Mar-35	Mar-36	Mar-37	Mar-38	Mar-39	Mar-40	Mar-41	Mar-42
Total leased area - 12*6 & 0 CAM Model	6	79	98	98	98	113	113	113	130	130	130	149	149	149	171	171	171	197	197	197
Total leased area - other model	7	90	113	114	114	131	131	131	151	151	151	173	173	173	199	199	199	229	229	229
Vacant area	2	15	11	11	11	13	13	13	15	15	15	17	17	17	19	19	19	22	22	22
Total CIOP Revenue	15	183	222	223	223	256	256	256	295	295	295	339	339	339	390	390	390	449	449	449
Manpower cost - occupied	5	59	74	74	74	85	85	85	98	98	98	113	113	113	130	130	130	149	149	149
Manpower cost - vacant	1	7	6	6	6	6	6	6	7	7	7	8	8	8	10	10	10	11	11	11
Equipment & Machinery Cost	1	9	11	11	11	13	13	13	15	15	15	17	17	17	20	20	20	22	22	22
Net CIOP Margin	9	108	132	132	132	152	152	152	175	175	175	201	201	201	231	231	231	266	266	266
Future Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total leased area - 12*6 & 0 CAM Model	-	-	-	2	2	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5
Total leased area - other model	-	-	-	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	3	3
Vacant area	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total CIOP Revenue	-	-	1	4	4	5	5	5	5	5	5	6	6	6	7	7	7	8	8	8
Manpower cost - occupied	-	-	0	1	1	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3
Manpower cost - vacant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment & Machinery Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net CIOP Margin	-	-	1	2	2	3	3	3	3	3	3	4	4	4	4	4	4	5	5	5
Total CIOP Margin	9	108	132	135	135	155	155	155	178	178	178	205	205	205	235	235	235	271	271	271
Terminal Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Brokerage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cashflow	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>MIOP - NPV - INR Mn</b>	<b>1,710</b>																			
<b>G1 - NPV - INR Mn</b>	<b>213</b>																			

Beginning Time Period	Apr-42	Apr-43	Apr-44	Apr-45	Apr-46	Apr-47	Apr-48	Apr-49	Apr-50	Apr-51	Apr-52	Apr-53
Ending Time Period	Mar-43	Mar-44	Mar-45	Mar-46	Mar-47	Mar-48	Mar-49	Mar-50	Mar-51	Mar-52	Mar-53	Apr-54
Operational Portion												
Total leased area - 12*6 & 0 CAM Model	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250	23,23,250
Total leased area - other model	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508	11,86,508



Beginning Time Period	Apr-42	Apr-43	Apr-44	Apr-45	Apr-46	Apr-47	Apr-48	Apr-49	Apr-50	Apr-51	Apr-52	Apr-53
Ending Time Period	Mar-43	Mar-44	Mar-45	Mar-46	Mar-47	Mar-48	Mar-49	Mar-50	Mar-51	Mar-52	Mar-53	Apr-54
Vacant area	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724	1,84,724
Future Development	-	-	-	-	-	-	-	-	-	-	-	-
Total leased area - 12*6 & 0 CAM Model	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214	59,214
Total leased area - other model	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476	39,476
Vacant area	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194
CIOF Revenue												
Operational Portion												
Total leased area - 12*6 & 0 CAM Model	227	227	227	261	261	261	300	300	300	345	345	378
Total leased area - other model	264	264	264	303	303	303	349	349	349	401	401	439
Vacant area	26	26	26	29	29	29	34	34	34	39	39	43
Total CIOF Revenue	516	516	516	593	593	593	682	682	682	785	785	860
Manpower cost - occupied	172	172	172	197	197	197	227	227	227	261	261	286
Manpower cost - vacant	13	13	13	15	15	15	17	17	17	19	19	21
Equipment & Machinery Cost	26	26	26	30	30	30	34	34	34	39	39	43
Net CIOF Margin	306	306	306	352	352	352	404	404	404	465	465	509
Future Development	-	-	-	-	-	-	-	-	-	-	-	-
Total leased area - 12*6 & 0 CAM Model	5	5	5	6	6	6	7	7	7	8	8	9
Total leased area - other model	4	4	4	4	4	4	5	5	5	6	6	6
Vacant area	0	0	0	1	1	1	1	1	1	1	1	1
Total CIOF Revenue	10	10	10	11	11	11	13	13	13	15	15	16
Manpower cost - occupied	3	3	3	4	4	4	4	4	4	5	5	5
Manpower cost - vacant	0	0	0	0	0	0	0	0	0	0	0	0
Equipment & Machinery Cost	0	0	0	1	1	1	1	1	1	1	1	1
Net CIOF Margin	6	6	6	7	7	7	7	7	7	9	9	9
Total CIOF Margin	311	311	311	358	358	358	412	412	412	474	474	519
Terminal Value	-	-	-	-	-	-	-	-	-	-	-	5,993
Brokerage	-	-	-	-	-	-	-	-	-	-	-	60
Net Cashflow	-	-	-	-	-	-	-	-	-	-	-	5,972

**Therefore, the NPV of MIOP is INR 1,710 Million as on March 31, 2025. NPV of G1 share of MIOP cashflows after March 2054, when the service agreement with MIOP is terminated, is INR 213 Million.**



**Income Support:**

Income Support is applicable on the areas that are currently vacant and on identified expiries due in FY2024. The Income Support and CAM support of Rs 80 + Rs 12 PSF/Month are applicable till March 31<sup>st</sup>, 2024. Both will escalate by 5% from April 01<sup>st</sup>, 2024 and be applicable till March 31<sup>st</sup>, 2025.

Beginning Time Period	Unit		Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33
Ending Time Period		Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34
Income Support - Vacant Area	(INR in Mn)	-	816	455	-	-	-	-	-	-	-	-	-
Income Support - for Downtime & Rent-Free Period Leased Area	(INR in Mn)	-	288	112	-	-	-	-	-	-	-	-	-
Income Support - for Rent Free Period Fresh Lease	(INR in Mn)	-	80	114	-	-	-	-	-	-	-	-	-
Total Income Support Constructed Area	(INR in Mn)	-	1,251	749	-	-	-	-	-	-	-	-	-
Income Support - for Rent Free Period Fresh Lease - Under Construction	(INR in Mn)	-	-	-	-	-	-	-	-	-	-	-	-
Total Income Support	<b>(INR in Mn)</b>	-	1,251	749	-	-	-	-	-	-	-	-	-

**CASH FLOW PROJECTION FOR G1 IN THE PROPERTY (OPERATIONAL PORTION):**

Beginning Time Period	Unit		Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33
Ending Time Period		Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34
<b>Particulars - Outflows</b>													
Construction Schedule/ Development Phasing		-	-	-	-	-	-	-	-	-	-	-	-
Constructed Area	(Sq.ft.)	-	-	-	-	-	-	-	-	-	-	-	-
Other Pending Construction Costs	(INR in Mn)	-	247	-	-	-	-	-	-	-	-	-	-
CAM Outflow		-	-	-	-	-	-	-	-	-	-	-	-
Constructed Vacant Area	(INR in Mn)	8	110	50	24	37	47	31	70	64	52	61	68
Leasing of vacant area	(INR in Mn)	-	40	128	187	197	207	217	228	240	252	265	279
Leased as on date of Valuation	(INR in Mn)	43	514	597	631	647	669	749	731	822	889	946	940
<b>Total CAM Outflow</b>	<b>(INR in Mn)</b>	52	664	774	842	880	923	997	1,029	1,125	1,193	1,272	1,287
Repair & Maintenance cost	(INR in Mn)	4	48	60	66	69	72	78	76	86	91	94	101
Brokerage	(INR in Mn)	-	67	69	9	18	53	15	11	6	27	5	4
Property Tax Liability to the Lessor	(INR in Mn)	0	2	3	3	3	3	3	3	3	4	4	4
<b>Total Outflows</b>	<b>(INR in Mn.)</b>	56	809	906	920	971	1,050	1,093	1,119	1,221	1,315	1,375	1,396
<b>Particulars - Inflows</b>													
Rental from Leasing		-	-	-	-	-	-	-	-	-	-	-	-
Leased portion	INR Mn	198	2,295	2,590	2,711	2,841	2,900	3,187	3,081	3,509	3,767	3,866	4,143
Leasing of vacant portion	INR Mn	-	94	418	723	760	813	845	873	934	972	1,004	1,075
<b>Total Rental Revenue</b>	<b>(INR in Mn)</b>	198	2,389	3,008	3,434	3,601	3,713	4,032	3,955	4,444	4,738	4,870	5,217
<b>Total Security Deposit</b>	<b>(INR in Mn)</b>	-	1,235	1,487	1,574	1,559	1,588	1,718	1,696	1,925	1,956	2,019	2,119
CAM Inflow		-	-	-	-	-	-	-	-	-	-	-	-
Leasing of constructed vacant area	(INR in Mn.)	-	53	170	249	262	276	290	304	320	336	354	372
Leased as on date of Valuation	(INR in Mn.)	58	686	796	841	863	892	998	975	1,095	1,185	1,261	1,253
<b>Total CAM Inflow</b>	<b>(INR in Mn.)</b>	58	739	966	1,090	1,125	1,168	1,288	1,279	1,415	1,521	1,615	1,625



Beginning Time Period	Unit	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33	
Ending Time Period		Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	
<b>Particulars – Outflows</b>													
Interest on Security Deposit	(INR in Mn.)	-	74	89	94	94	95	103	102	116	117	121	127
Parking Revenue		-	-	-	-	-	-	-	-	-	-	-	-
Paid Car park Rate	(INR/ Month/ Per Spot)	5,000	5,138	5,400	5,677	5,967	6,272	6,593	6,931	7,285	7,658	8,050	8,462
Paid Car Park Allotment	(Nos.)	-	660	293	-	-	-	-	-	-	-	-	-
Total Car Parking Revenue	(INR in Mn.)	-	13	30	30	33	35	35	38	40	40	44	46
Revenue from Parking - Leased as on date of Valuation	(INR in Mn.)	7	84	96	100	105	108	118	111	122	130	118	138
Total Parking Revenue	(INR in Mn.)	7	96	126	130	138	142	153	149	162	170	162	184
Other Income	(INR in Mn.)	-	15	16	17	17	18	19	20	21	22	23	25
Income Support	(INR in Mn.)	-	1,251	749	-	-	-	-	-	-	-	-	-
<b>Total Inflows</b>	(INR in Mn.)	263	4,563	4,954	4,766	4,975	5,137	5,595	5,505	6,157	6,569	6,792	7,178
NOI	(INR in Mn.)	211	3,823	4,088	3,826	3,998	4,116	4,492	4,371	4,913	5,255	5,394	5,760
Net Cashflows	(INR in Mn.)	207	3,535	4,048	3,846	4,004	4,087	4,503	4,386	4,937	5,254	5,416	5,782
Terminal Value	(INR in Mn.)	-	-	-	-	-	-	-	-	-	-	71,994	-
Brokerage	(INR in Mn.)	-	-	-	-	-	-	-	-	-	-	720	-
Total Cashflow	(INR in Mn.)	207	3,535	4,048	3,846	4,004	4,087	4,503	4,386	4,937	5,254	76,690	5,782
Discount Rate	(%)	11.75%											
<b>NPV</b>	(INR in Mn.)	<b>49,494</b>											

Therefore, the estimated Market Value of G1 Share in the property for operational area is as **INR 49,494 Million**.





## CASH FLOW & NPV – AREA FOR FUTURE DEVELOPMENT:

Beginning Time Period	Unit		Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30	Apr-31	Apr-32	Apr-33
Ending Time Period		Mar-23	Mar-24	Mar-25	Mar-26	Mar-27	Mar-28	Mar-29	Mar-30	Mar-31	Mar-32	Mar-33	Mar-34
<b>Particulars - Outflows</b>													
<b>Construction Schedule/ Development Phasing</b>													
<b>Future Development</b>	<b>(Sq.ft.)</b>	1,03,884	-	-	-	-	-	-	-	-	-	-	-
<b>Other pending Construction Costs</b>	<b>(INR in Mn)</b>		279	194	-	-	-	-	-	-	-	-	-
<b>CAM Outflow</b>													
Vacant area	(INR in Mn)		-	3	1	1	1	1	1	1	1	1	1
Leased area	(INR in Mn)		-	3	26	27	28	30	31	33	34	36	38
<b>Total Cam Outflow</b>	<b>(INR in Mn)</b>		-	6	26	28	29	30	32	34	35	37	39
Repair & Maintenance cost	(INR in Mn)		-	0	1	1	1	1	1	1	1	1	2
<b>Brokerage</b>	<b>(INR in Mn)</b>		-	32	3	-	-	-	-	-	-	-	-
<b>Property Tax Liability to the Lessor</b>	<b>(INR in Mn)</b>		-	0	0	0	0	0	0	0	0	0	0
<b>Total Annual Rent</b>	<b>(INR in Mn)</b>		-	0	0	0	0	0	0	0	0	0	0
			-	-	-	-	-	-	-	-	-	-	-
<b>Total Outflows</b>	<b>(INR in Mn.)</b>		279	232	30	29	30	32	33	35	37	39	41
<b>Particulars - Inflows</b>	<b>Unit</b>												
<b>Rental from Leasing</b>													
<b>Total Rental Revenue</b>	<b>(INR in Mn)</b>		-	1	96	110	112	126	126	129	145	145	148
<b>Total Security Deposit</b>	<b>(INR in Mn)</b>		-	13	70	70	70	70	70	70	70	70	70
<b>CAM Inflow</b>													
Leased area	(INR in Mn.)		-	5	34	36	38	40	42	44	46	48	51
<b>Total CAM Inflow</b>	<b>(INR in Mn.)</b>		-	5	34	36	38	40	42	44	46	48	51
<b>Interest on Security Deposit</b>	<b>(INR in Mn.)</b>		-	1	4	4	4	4	4	4	4	4	4
<b>Parking Revenue</b>													
<b>Total Car Parking Revenue - Area to be leased</b>													
<b>Other Income</b>							1	1	1	1	1	1	1
<b>Income Support</b>													
<b>Total Inflows</b>	<b>(INR in Mn.)</b>		-	7	135	150	154	170	172	177	196	198	204
<b>NOI</b>	<b>(INR in Mn.)</b>		-	0	104	118	121	136	136	139	156	157	160
<b>Net Cashflows</b>	<b>(INR in Mn.)</b>		(279)	(225)	105	121	124	139	139	142	159	159	163
<b>Terminal Value</b>	<b>(INR in Mn.)</b>		-	-	-	-	-	-	-	-	-	2,037	-
<b>Brokerage</b>	<b>(INR in Mn.)</b>		-	-	-	-	-	-	-	-	-	20	-
<b>Total Cashflow</b>	<b>(INR in Mn.)</b>		(279)	(225)	105	121	124	139	139	142	159	2,176	163
<b>Discount Rate</b>	<b>(%)</b>	13.00%											
<b>NPV</b>	<b>(INR in Mn.)</b>	<b>671</b>											

Therefore, the estimated Market Value of G1 Share in the property for future development area is as **INR 671 Million**.





## 8.1 Summary

Based on the Income Approach (Discounted Cash Flow Method), below are the estimated market value of subject development based on assets type and development status.

Market Value of G1 in the Project	INR in Mn
Leased as on date of Valuation	49,494
Future Development	671
Value of G1 share of MIOP cashflows after March 2054 <sup>2</sup>	213
<b>Total</b>	<b>50,378</b>

Also, NPV of MIOP is as follows:

Market Value of MIOP in the Project	INR in Mn
MIOP – NPV as on March 31, 2025	1,710

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<sup>2</sup> Upon termination of the Service Agreement between G1 and MIOP



## 9 CONCLUSION

We are of the opinion that the estimated **Market Value / NPV of the Property** of the Subject Property comprising a total leasable area admeasuring 37,98,366 Sq. ft, spread on a plot area 25.187 acres located at Candor TechSpace IT/ITeS, Village Tikri, Sector 48, Gurgaon, Haryana, as on March 31<sup>st</sup>, 2023, has been estimated as:

**INR 50,378 Million**

**(Indian Rupees Fifty Billion Three Hundred Seventy-Eight Million Only)**

NPV of MIOP is as follows:

Market Value of MIOP in the Project	INR in Mn
MIOP – NPV as on March 31, 2025	1,710

For and on Behalf of

**ANVI Technical Advisors Pvt Ltd**

**Registered Valuer Entity, IBBI Reg No: IBBI/RV-E/02/2019/101**

**Srinivas MVDS**

Director

ANVI Technical Advisors Pvt Ltd

**Ajay Sharma A S, MRICS**

Managing Director

Valuation Services

# 10 Appendix

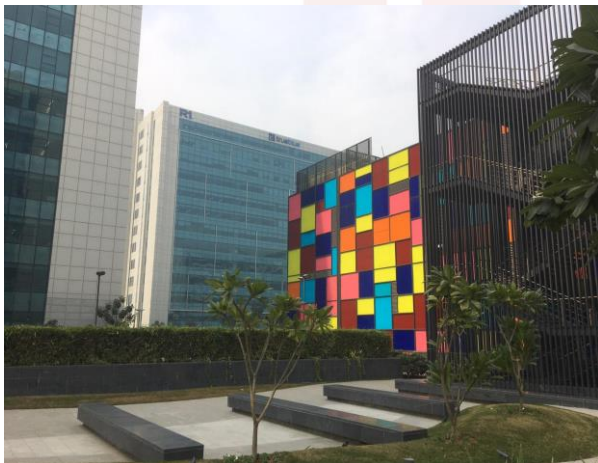
## Appendix I | Property Snapshots



View of the Subject Property



View of the Subject Property



View of the Subject Property



View of the Subject Property



View of the Subject Property



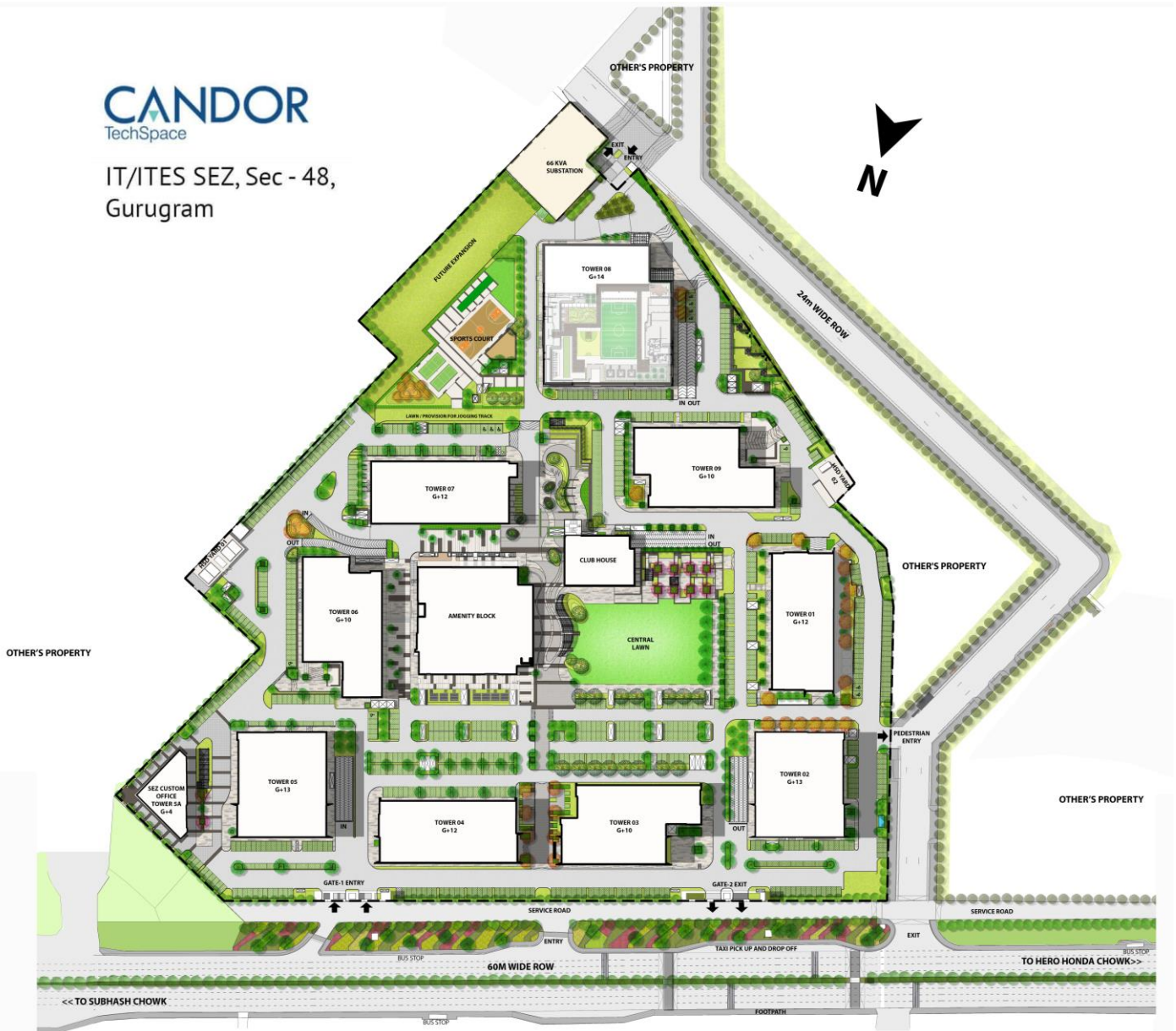
View of the Access Road



Appendix II | Layout Plan

**CANDOR**  
TechSpace

IT/ITES SEZ, Sec - 48,  
Gurugram







## Appendix III | Caveats and Assumptions

### DEFINITIONS

- 1.1 In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:
- 'Confidential Information'** means information that:
- (a) Is by its nature confidential.
  - (b) Is designed by Us as confidential.
  - (c) You know or ought to know is confidential.
  - (d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.
  - (e) You or Your affiliates provide to Us for the purposes of the Services.
- 'Currency Date'** means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.
- 'Fee'** means the amount agreed to be paid for the Services as set out in the Quotation.
- 'Parties'** means You or Us as the context dictates.
- 'Quotation'** means the written quote provided by Us in relation to the Services.
- 'Services'** means the valuation services provided pursuant to these terms and conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.
- 'The Property'** means the assets which are subject of our appointment as your advisor. This may include land, buildings, plant & equipment and other assets as described in the appointment agreement.
- 'We', 'Us', 'Our', 'Colliers'** means Colliers International Limited.
- 'You', 'Your', 'Client'** means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.
- 'Professional Property Practice Standards'** refers to RICS Valuation - Professional Standards, or appropriate standards.

### 2. PERFORMANCE OF SERVICES

- 2.1 We have provided the Services in accordance with:
- a) The Terms and Conditions contained herein; or
  - b) As specifically instructed by You for the purpose of the Services; and
  - c) Within the current provisions set by the prevailing Professional Property Practice Standards.

### 3. CONDITION OF THE PROPERTY

- 3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.
- 3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.
- 3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.
- 3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurement has been taken.
- 3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.
- 3.6 An internal inspection has been made, unless otherwise stated, no detailed on-site measurements have been taken.



- 3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.
- 3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.
- 3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.
- 3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property

**4. ENVIRONMENT AND PLANNING**

- 4.1 We have obtained only verbal town planning information. It is your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation.
- 4.2 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show the site is contaminated, our valuation may require revision.

**5. BUILDING AREAS**

- 5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards
- 5.2 If you do not provide Us with a survey, We will estimate building areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.
- 5.3 Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation back to Us for comment or, where appropriate, amendment

**6. OTHER ASSUMPTIONS**

- 6.1 Unless otherwise notified by You, We will assume:
  - (a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the title.
  - (b) All licences and permits can be renewed and We have not made any enquiries in this regard.
- 6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural / dilapidation reports), we will rely upon the apparent expertise of such experts / specialists. We will not verify the accuracy of this information or reports and assume no responsibility for their accuracy.
- 6.3 Our services are provided on the basis that the Client has provided us, to the best of its knowledge, with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.
- 6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.
- 6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.
- 6.6 Our opinion about the market value of the property is free from any influence and/ or point of views of any other parties.

**7. ESTIMATED SELLING PRICE**

- 7.1 Where you instruct Us to provide an estimated selling price, You agree that the Services:
  - (a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.
  - (b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of title(s) or other enquiries as to encumbrances, restrictions or impediments on title(s); or other investigations which would be required for a formal valuation.
  - (c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.





- 7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an estimated selling price.

**8. CURRENCY OF VALUATION**

- 8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.
- 8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.
- 8.3 Without limiting the generality of 8.2, You should not rely upon Our valuation:
- (a) After the expiry of 3 months from the Currency Date;
  - (b) Where circumstances have occurred during that period which may have a material effect on the value of the property, or the assumptions or methodology used in the valuation report.

**9. MARKET PROJECTIONS**

- 9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative Valuation of potentialities only, as opposed to certainties.
- 9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.
- 9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.
- 9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

**10. YOUR OBLIGATIONS**

- 10.1 You warrant that the instructions and subsequent information supplied by You, to the best of your knowledge, contain a full and frank disclosure of all information that is relevant to Our provision of the Services.
- 10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.
- 10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).
- 10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it / they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/or a copy of these terms and conditions.
- 10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;
- (a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or
  - (b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.
  - (c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.
- 10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and relying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.
- 10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made for any consequential or punitive damages.
- 10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.



10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

**11. CONFIDENTIALITY**

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose outlined in Our agreement for internal reference purposes, and/or the purposes as specified in the agreement, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly, neither the whole nor any part of this report nor any reference thereto may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, SVEE Valuation and Advisory LLP and Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

**12. PRIVACY**

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

**13. SUBCONTRACTING**

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these terms and conditions, with Your consent.

**14. LIMITATION OF LIABILITY**

14.1 To the extent permissible under applicable laws, in no event shall SVEE Valuation and Advisory LLP and Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused, except for those as prescribed by law

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (examples being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of SVEE Valuation and Advisory LLP and Colliers International. Notwithstanding this, SVEE Valuation and Advisory LLP and Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report, except as per law.

14.3 Neither SVEE Valuation and Advisory LLP and Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons / judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.



14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error / offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent .

services of a similar nature, we are only to be held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorised party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work

**15. ENTIRE AGREEMENT**

15.1 No further agreement, amendment or modification of these terms and conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these terms and conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated.

**16. ANTI BRIBERY AND CORRUPTION MEASURES**

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own asset

# We are enterprising.

We maximize the potential of property to accelerate the success of our clients and our people.

Our expert advice to property occupiers, owners and investors leads the industry into the future. We invest in relationships to create enduring value. What sets us apart is not what we do, but how we do it. Our people are passionate, take personal responsibility and always do what's right for our clients, people and communities. We attract and develop industry leaders, empowering them to think and act differently to drive exceptional results. What's more, our global reach maximizes the potential of property, wherever our clients do business.

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[Colliers.com.au](http://Colliers.com.au)



**Strictly Confidential  
For Addressee Only**

**Independent Property  
Consultant Report on the  
Valuation Methodology of  
Brookfield India Real Estate Trust  
("Brookfield India REIT")**

**Report for**

**Brookfield India Real Estate Trust  
("Brookfield India REIT")**

**Report Date**

**16<sup>th</sup> May 2023**



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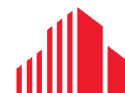
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**From:**  
**Cushman & Wakefield India Pvt. Ltd.**  
14th Floor, Building 8, Tower C,  
DLF Cyber City, Gurugram – 122002,  
Haryana, India

**To:** Brookfield India Real Estate Trust ("Brookfield India REIT")

**Properties:** 1. Candor Gurgaon One Realty Projects Pvt. Ltd. ("G1")  
2. Kairos Property Managers Pvt. Ltd. ("Kairos Properties")

**Report Date:** 16<sup>th</sup> May 2023

## A REPORT

### 1 Instructions - Appointment

Cushman & Wakefield India Pvt. Ltd. (C&WI) as an independent international property consultant has been instructed by Brookfield India Real Estate Trust ("Brookfield India REIT") (the 'Client', the 'Instructing Party') to perform an independent review (the "Engagement"), of the Stated Procedure (as defined in section 5 below), used for the valuation of the properties (the "Properties") in connection with the proposed acquisitions by Brookfield India REIT and provide an independent report ("Report"). The Report is prepared in accordance with the scope and other understanding between the parties as set out in the LOE dated 18<sup>th</sup> May 2022. ("Agreement").

The Properties considered as part of this study are detailed in Part B of this report. The exercise has been carried out in accordance with the instructions (Caveats & Limitations) detailed in Annexure 1 of this report. The extent of professional liability towards the Client is also outlined within these instructions.

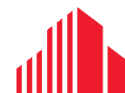
### 2 Professional Competency of C&WI Valuation & Advisory Services India

C&WI Valuation & Advisory Services India is an integral part of C&WI Global Valuation & Advisory Services team. The Global Valuation & Advisory team comprises of over 1,970+ professionals across approximately 150+ offices globally and India VAS team comprises of more than 50 professionals.

C&WI Valuation & Advisory Services India have completed over 9,997 valuation and advisory assignments across varied asset classes/ properties worth USD 446 billion.

We provide quality valuation, risk advisory and consulting services across a range of property types including residential, hospitality, retail, commercial, institutional, Special Economic Zone (SEZ), industrial, etc. We derive global best practices while maintaining the complexities of Indian real estate markets and are ideally positioned to help solve any valuation related real estate challenge, ranging from single asset valuations to valuation of multi-market and multi-property portfolios.

In India, we have our presence since 1997. Our dedicated and experienced professionals provide quality services from 7 offices across India (Mumbai, Bengaluru, Chennai, Kolkata, Gurugram, Hyderabad and Pune). We have a strong team of experienced and qualified professionals dedicated to offer Valuation & Advisory



services in various locations across the country. C&WI utilizes internationally accepted valuation techniques customized to Indian context based on best practices in the industry.

Our professionals have diverse backgrounds such as RICS, CAs, CFAs, MBAs, Architects, Planners, Engineers etc. We are preferred valuers for global and domestic banks, financial institutions, Asset Reconstruction Companies (ARC's), Private Equity Funds, Non-Banking Financial Company (NBFC) etc.

### **3 Disclosures**

C&WI has not been involved with the acquisition or disposal of any of the Properties being considered for the Engagement within the last twelve months. C&WI has no present or planned future interest in the Manager, Trustee, Brookfield India REIT, the Sponsors and Sponsor Group to Brookfield India REIT or the SPVs and the fee for this Report is not contingent upon the review contained herein. C&WI has also prepared the Industry Report which covers the overview of the commercial real estate markets, the drivers and trends in the relevant cities/micro-markets. Our review should not be construed as investment advice; specifically, we do not express /any opinion on the suitability or otherwise of entering any financial or other transaction with the Client or the SPVs.

C&WI shall keep all the information provided by Client confidential.

### **4 Purpose**

The purpose of the Engagement is to review the assumptions and methodologies as set out in Annexure 2 ("Stated Procedure") which have been used for disclosure of valuation of the properties, in connection with the proposed acquisition by Brookfield India REIT in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines, and notifications thereunder in the Indian stock exchange. It is hereby clarified that we are not undertaking a valuation under the SEBI REIT Regulations, or any other enactment and the scope of work is expressly limited to what is stated herein.

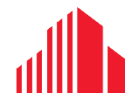
With respect to the aforementioned disclosure of valuation of assets, to be formed as a part of portfolio of Brookfield India REIT, this independent report is intended to be filed with the Securities and Exchange Board of India ("SEBI"), stock exchanges, trustee or any other relevant regulator within or outside India, and in any other documents to be issued or filed in relation to Brookfield India REIT.

### **5 Scope of Work**

C&WI has given its views in relation to the Stated Procedure and this Engagement should not be considered as an audit of a valuation or an independent valuation of the Properties. C&WI has not developed its own opinion of value but has reviewed the Stated Procedure in light of the framework contained in the RICS Valuation Global Standards 2019 ("Red Book") which is compliant with the IVSC International Valuation Standards issued in 2021 and effective from 31 January 2022.

C&WI review is limited, by reference to the date of this report and to the facts and circumstances relevant to the Properties at the time, to review and assess, under the Red Book standards:

- whether the key assumptions as set out in the Stated Procedure are reasonable; and
- whether the methodology followed as set out in the Stated Procedure is appropriate



## **6 Approach & Methodology**

C&WI has prepared the industry report including overview of the commercial office scenario for each of the markets/ sub-markets where Properties are present. C&WI has visited the Properties during the study.

C&WI has been provided with the information such as rent rolls, sample agreement copies, approval plans and other information such as Valuation Methodology and key assumptions including achievable rental for the property, rental growth rate, construction timelines, Capitalisation rates, Discount rates etc. An extract of the Methodology and Key assumptions is provided in Annexure 2.

## **7 Authority (in accordance with the Agreement)**

Client acknowledges and agrees that C&WI's services hereunder (including, without limitation, the Draft Report, and the Final Report ("Deliverables") itself and the contents thereof) are being provided by C&WI solely to the client in relation to Brookfield India REIT. If the client desires to use the Deliverables or C&WI's name in any other offering other than as contemplated under the Agreement, then the client shall obtain C&WI's prior written approval for such usage. The client shall indemnify C&WI for any losses suffered by C&WI due to such usage other than as contemplated under the Agreement. Additionally, the client herewith consents to provide or cause to be provided, an indemnification agreement in C&WI's favour, reasonably satisfactory to C&WI to indemnify C&WI for any use of the Report other than for the purpose permitted under the Agreement. It is however clarified that the indemnity shall not cover any losses resulting from the use of the Report for statutory /other reporting for sharing with REIT investors/unitholders for Brookfield India REIT.

## **8 Third Party Claim Indemnity (in accordance with the Agreement)**

The Report issued shall be used by the client in relation to the purpose stated previously. In the event the client, (i) uses the Report not in accordance with the terms of the Agreement / as per purpose permitted under the Agreement or (ii) permits reliance thereon by, any person or entity as not authorized by C&WI in writing to use or rely thereon, the client hereby agrees to indemnify and hold C&WI, its affiliates and their respective shareholders, directors, officers and employees (collectively the "Representatives") harmless from and against all damages, expenses, claims and costs, including reasonable attorneys' fees, incurred in investigating and defending any claim, arising from or in any way connected to the use of , or reliance upon, the Report. Notwithstanding the forgoing, the client shall not be liable under this clause if such damages, expenses, claims, and costs incurred as a result of C&WI's or any of its affiliates' or any of their respective Representatives' gross negligence, fraud, wilful misconduct, or breach of their confidentiality obligations under the Agreement. C&WI disclaims any and all liability to any party other than the client.

## **9 Limitation of Liability (in accordance with the Agreement)**

C&WI endeavours to provide services to the best of its ability and professional standards and in bonafide good faith. Subject to the terms and conditions in the Agreement, C&WI's total aggregate liability to the client arising in connection with the performance or contemplated performance of the services herein, regardless of cause and/or theory of recovery, shall not exceed the professional indemnity insurance limited to aggregate sum not exceeding the total fees paid to C&WI by client hereunder.

In the event that C&WI is subject to any claims in connection with, arising out of or attributable to in any legal proceedings in all such cases, the client agrees to reimburse/ refund to C&WI, the actual cost (which shall include legal fees and external counsel's fee) incurred by C&WI while becoming a necessary party/respondent.



## **10 Disclaimer**

C&WI will neither be responsible for any legal due diligence, title search, zoning check, development permissions and physical measurements nor undertake any verification/ validation of the zoning regulations/ development controls etc.

## **11 Disclosure and Publications**

You must not disclose the contents of this report to a third party in any way, except as allowed under the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars. As per the terms and regulation 2(1) of the Securities Exchange Board of India (Real Estate Investment Trust) Regulations, 2014 along with SEBI (Real Estate Investment Trusts) (Amendment) Regulations 2016 and subsequent amendments and circulars.



## **B REVIEW FINDINGS**

Our exercise has been to review the Stated Procedure, which has been used, for conducting valuation of Properties in connection with disclosure of valuation of assets, to be formed as a part of portfolio of Brookfield India REIT, in accordance with the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder in the Indian stock exchange, in accordance with the IVSC International Valuation Standards issued in 2021 and effective from 31 January 2022.

The approach adopted by C&WI would be to review the Stated Procedure, which would have a significant impact on the value of Properties, such as:

- Achievable Rental for the property
- Rental Growth Rate
- Construction Timelines
- Capitalisation Rate
- Discount Rate
- Occupancy Projections

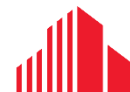
C&WI has:

- Independently reviewed the key assumptions as set out in the Stated Procedure and is of the opinion that they are reasonable.
- Independently reviewed the approach and methodology followed and analysis as set out in the Stated Procedure, to determine that it is in line with the guidelines followed by RICS and hence is appropriate.

C&WI finds the assumptions, departures, disclosures, limiting conditions as set out in the Stated Procedure, relevant and broadly on lines similar to RICS guidelines. No other extraordinary assumptions are required for this review.

The commercial real estate sector has shown significant improvement in CY 2022. Factors resulting in increase in the office demand includes a broad-based participation by large and small occupiers, continued entry of new GCCs into India, increased hiring by IT-BPM firms and start-ups, more employees returning to office.

We observe that the assumptions noted in Annexure 2, reflect these factors.



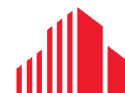
Below is the summary of the portfolio of the Properties as of 31<sup>st</sup> March 2023 which are spread across Gurugram and Mumbai has been reviewed:

To be Formed as a Part of REIT Portfolio 1						
Sr No	Location	Asset		Leasable Area		
		Subject Properties	Asset	Completed (In Msf)	Under Construction (In Msf)	Future Development (In Msf)
1	Sector – 48, Gurugram	Candor Techspace G1	G1	3.69	NA	0.10
2	Powai, Mumbai	Kairos Properties	Alpha	0.11	NA	NA
3	Powai, Mumbai	Kairos Properties	CRISIL House	0.21	NA	NA
4	Powai, Mumbai	Kairos Properties	Delphi	0.35	NA	NA
5	Powai, Mumbai	Kairos Properties	Fairmont	0.28	NA	NA
6	Powai, Mumbai	Kairos Properties	Winchester	0.75	NA	NA
7	Powai, Mumbai	Kairos Properties	Prudential	0.23	NA	NA
8	Powai, Mumbai	Kairos Properties	Spectra	0.19	NA	NA
9	Powai, Mumbai	Kairos Properties	One Boulevard	0.11	NA	NA
10	Powai, Mumbai	Kairos Properties	Ventura A	0.42	0.07	NA

1. For G1 based on Architect's Certificate Dated: 05<sup>th</sup> May 2023

2. For Kairos based on Architect's Certificate Dated: 12<sup>th</sup> May 2023

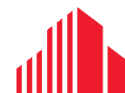




**Below is the Property wise analysis:**

**REIT Portfolio**

- **Candor Techspace G1:** C&WI view of the achievable market rent for the asset would be in the range of INR 78-82 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
- **Kairos Properties**
  - **Alpha:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 165-175 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **CRISIL House:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 150-160 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **Delphi:** C&WI view of the achievable market rent for office spaces the asset would be in the range of INR 165-175 per sq. ft. per month; for retail spaces on the ground floor would be in the range of INR 265-275 per sq. ft. per month; and for retail spaces on the first floor would be in the range of INR 185-195 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **Fairmont:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 140-150 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **Winchester:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 140-150 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **Prudential:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 150-160 per sq. ft. per month; and for retail spaces on the ground floor would be in the range of INR 400-425 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
  - **Spectra:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 150-160 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.



- **One Boulevard:** C&WI view of the achievable market rent for office spaces within the asset would be in the range of INR 165-175 per sq. ft. per month; and for retail spaces on the ground floor would be in the range of INR 325-375 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.
- **Ventura A:** C&WI view of the achievable market rent for IT office spaces within the asset would be in the range of INR 150-160 per sq. ft. per month; for Non-IT office spaces within the asset INR 165-175; for retail spaces on the ground floor would be in the range of INR 400-425 per sq. ft. per month; and for retail spaces on the first floor would be in the range of INR 250-300 per sq. ft. per month. This is keeping in mind the latest transactions within the park and competing office developments in the vicinity. C&WI considers the discount rate appropriate and cap rate in line with the market.

Considering the above-mentioned points, C&WI considers the market assumptions and the approach to valuation for the above Properties to be reasonable and in line with international valuation standards (RICS).



Signed for and on Behalf of Cushman & Wakefield India Pvt. Ltd

**Somy Thomas, MRICS**  
Managing Director,  
Valuation and Advisory Services



**Shailaja Balachandran, MRICS**  
Executive Director,  
Valuation and Advisory Services

**Sakshi Sikri, MRICS**  
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**Chetan Arora,**  
Assistant Manager,  
Valuation and Advisory Services

**Simran Faridi,**  
Assistant Manager,  
Valuation and Advisory Services



## Annexure 1: Instructions (Caveats & Limitations)

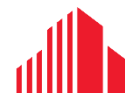
1. The Independent Property Consultant Report is not based on comprehensive market research of the overall market for all possible situations. C&WI has covered specific markets and situations, which are highlighted in the Report.

The scope comprises of reviewing the assumptions and methodology in the Stated Procedure, for valuation of the Properties. C&WI did not carry out comprehensive field research-based analysis of the market and the industry given the limited nature of the scope of the assignment. In this connection, C&WI has relied on the information supplied to C&WI by the Client.

2. In conducting this assignment, C&WI has carried out analysis and assessments of the level of interest envisaged for the Property(ies) under consideration and the demand-supply for the commercial sector in general. The opinions expressed in the Report will be subject to the limitations expressed below.
  - a. C&WI has endeavoured to develop forecasts on demand, supply and pricing on assumptions that would be considered relevant and reasonable at that point of time. All of these forecasts are in the nature of likely or possible events/occurrences and the Report will not constitute a recommendation to Brookprop Management Services Private Limited, Brookfield India Real Estate Trust, Manager or its affiliates and subsidiaries or its customers or any other party to adopt a particular course of action. The use of the Report at a later date may invalidate the assumptions and basis on which forecasts have been generated and is not recommended as an input to a financial decision.
  - b. Changes in socio-economic and political conditions could result in a substantially different situation than those presented at the stated effective date. C&WI assumes no responsibility for changes in such external conditions.
  - c. In the absence of a detailed field survey of the market and industry (as and where applicable), C&WI has relied upon secondary sources of information for a macro-level analysis. Hence, no direct link is to be established between the macro-level understandings on the market with the assumptions estimated for the analysis.
  - d. The services provided is limited to review of assumptions and valuation approach and other specific opinions given by C&WI in this Report and does not constitute an audit, a due diligence, tax related services or an independent validation of the projections. Accordingly, C&WI does not express any opinion on the financial information of the business of any party, including the Client and its affiliates and subsidiaries. The Report is prepared solely for the purpose stated and should not be used for any other purpose.
  - e. While the information included in the Report is believed to be accurate and reliable, no representations or warranties, expressed or implied, as to the accuracy or completeness of such information is being made. C&WI will not undertake any obligation to update, correct or supplement any information contained in the Report.
  - f. In the preparation of the Report, C&WI has relied on the following information:
    - i. Information provided to C&WI by the Client and subsidiaries and third parties;
    - ii. Recent data on the industry segments and market projections;
    - iii. Other relevant information provided to C&WI by the Client and subsidiaries at C&WI's request;
    - iv. Other relevant information available to C&WI; and
    - v. Other publicly available information and reports.



3. The Report is reflecting matters as they currently exist. Changes may materially affect the information contained in the Report.
4. In the course of the analysis, C&WI has relied on information or opinions, both written and verbal, as currently obtained from the Clients as well as from third parties provided with, including limited information on the market, financial and operating data, which would be accepted as accurate in bona-fide belief. No responsibility is assumed for technical information furnished by the third-party organizations, and this is bona-fidely believed to be reliable.
5. No investigation of the title of the assets has been made and owners' claims to the assets is assumed to be valid. No consideration will be given to liens or encumbrances, which may be against the assets. Therefore, no responsibility is assumed for matters of a legal nature.



## Annexure 2: Extract of Methodology & Key Assumptions for the Valuation of Properties

**Note:** The Properties has been referred to as “Subject Properties” by the valuer. Similar representation has been followed in this section.

### **Valuation Approach and Methodology**

- **PURPOSE OF VALUATION**

The purpose of this valuation exercise is to estimate the value of the Subject Properties to be formed as a part of the portfolio of Brookfield India REIT, for reporting purposes under the SEBI (Real Estate Investment Trust) Regulations, 2014, as amended, together with clarifications, guidelines and notifications thereunder and also disclosure requirement of fair valuation of investment properties as per (Ind AS) 40.

- **VALUATION GUIDELINE AND DEFINITION**

Given the purpose of valuation as mentioned above, the valuation exercise has been carried out to estimate the “Market Value” of the Subject Properties in accordance with the IVSC International Valuation Standards issued in 2021 and effective from 31 January 2022.

As per IVSC International Valuation Standards, “Market Value” is defined as ‘*The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.*’

- **VALUATION APPROACH**

The basis of valuation for the Subject Property being Market Value, the same has been derived by the following approach:

***Discounted Cash Flow Method using Rental Reversion***

*The market practice in most commercial/ IT developments involves contracting tenants in the form of pre-commitments at sub-market rentals to increase attractiveness of the property to prospective tenants typically extended to anchor tenants. Additionally, there are instances of tenants paying above-market rentals for certain properties as well (primarily owing to market conditions at the time of contracting the lease). In order to arrive at a unit value for these tenancies, we have considered the impact of such sub/above market leases on the valuation of the Subject Property.*

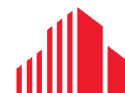
*For the purpose of the valuation of Subject Properties, Income Approach - Discounted Cash Flow Method using Rental Reversion has been adopted.*

- **Valuation Methodology**

In order to compute the Market Value of the Subject Property the following understanding /assessment is required :

- a. Micro Market Assessment where the Subject Property is located.
- b. Portfolio Assessment (existing and future supply, demand from occupiers, average office space take up by an occupier in a particular sector, existing vacancy and the rentals)
- c. Situation of the Subject Property (current achievable rentals, vacancy numbers, competing supply in the micro market etc.) with respect to the micro market.





The details are elaborated below :

**Market Assessment:**

The Client appointed Cushman & Wakefield (C&WI) to prepare an independent industry and market research report, which has been relied upon to develop the understanding and assess the relevant micro-markets of the Subject Property. The said review, was carried out in the following manner:

- Details study of the market dynamics influencing the rents along with Subject Property rents.
- Assessment of the location setting of the Subject Property in the respective micro-markets.
- Ascertain the transaction activity of office space based on the findings of the industry/market report prepared by C&WI and readily available information in public domain
- Review of comparable properties in terms of potential competition (both completed and under-construction/future developments), comparable recent lease transactions witnessed in the micro-market along with the trends in leasing within the Subject Property in recent past, wherever available.

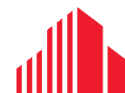
The above analysis support to form an opinion on the applicable rental for the micro-market where the respective Subject Property are located (market rent ) and on achievable rent for the respective Subject Property for leasing vacant spaces, as well as upon re-leasing of the existing let out area.

**Portfolio & Rental Assessment:**

- Property Documents and architect certificates were reviewed for validation of area details, ownership interests of the Subject Property.
- Physical site inspections were conducted to assess the current status of the Subject Property.
- The rent rolls along with corresponding leases deeds (on a reasonable sample basis) were reviewed to identify tenancy characteristics for the Subject Property.

**Preparation of Future Cash Flows:**

- Computing the monthly rental income projected and translating the same to a quarterly cash flow.
- The operational expenses of the respective properties are reviewed to understand the recurring, non-recurring, recoverable and non-recoverable nature expenses and accordingly estimate the margins on the common area maintenance income, which accrues as cash inflows to the Subject Property and normalised for the purpose of cash flow projections
- The projected future cash flows from the Subject Property are based on existing lease terms for the operational area till the expiry of the leases or re-negotiation, whichever is earlier, following which, the lease terms have been aligned with market rents achievable by the Subject Property.
- The cash flows for the operational, under construction and future development area have been projected separately for the purpose of estimating and reporting valuation in accordance with the SEBI (REIT) Regulations
- For vacant area, under-construction area and future development area, the achievable market rent-led cash flows are projected factoring appropriate lease-up time frame for vacant/under-construction/future development area.
- Recurring operational expenses, fit-out income (wherever applicable, however, the same has not been included in the NOI for the purpose of arriving at the terminal value by capitalisation) and vacancy provision have been adopted in-line with prevalent market practices and conditions.



- In addition, appropriate rent-free periods have been adopted during lease roll-overs to consider potential rent-free terms as well as outflows towards brokerage.

These cash flows have been projected for 10-year duration from the date of valuation wherein 11th year Net operating income (NOI) is capitalized for the assessment of terminal value. These future cash flows are then discounted to present-day value (valuation date) at an appropriate discount rate to arrive at the Market Value of the Subject Property.



## Key Assumptions

### Properties to be formed as a part of REIT Portfolio

#### 1. Candor Techspace G1

Particulars	Units	Details	
<b>Property details</b>			
Type of property		<b>Completed</b>	<b>Future Development</b>
Leasable area	Msf	3.69	0.10
Committed Occupancy	%	75.43%	NA
<b>Key Assumptions</b>			
Achievable Market Rental per month	INR per sq. ft.	76	76
Rental Growth	(for FY'25 - FY'28)	%	6.00%
Rate	(from FY'29 onwards)	%	5.00%
Normal Market lease tenure	Years	9	9
Construction start date	Date	NA	Q1 FY 2025-26
Construction end date	Date	NA	Q4 FY 2025-26
Capitalization Rate	%	8.00%	8.00%
WACC	%	11.75%	13.00%

NA - Not Applicable

#### 2. Alpha

Particulars	Units	Details	
<b>Property Details</b>			
Type of property		<b>Completed</b>	
Leasable area	Msf	0.11	
Committed Occupancy	%	73.2%	
<b>Key Assumptions</b>			
Achievable Rental per month	INR per sq. ft.	170	
Rental	(for FY'25 - FY'26)	%	6.0%
Growth Rate	(from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5	
Capitalization Rate	%	8.00%	
WACC	%	11.75%	

#### 3. Crisil House

Particulars	Units	Details	
<b>Property Details</b>			
Type of property		<b>Completed</b>	
Leasable area	Msf	0.21	
Committed Occupancy	%	100.0%	
<b>Key Assumptions</b>			
Achievable Rental per month	INR per sq. ft.	155	
Rental	(for FY'25 - FY'26)	%	6.0%
Growth Rate	(from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5	
Capitalization Rate	%	8.00%	
WACC	%	11.75%	



#### 4. Delphi

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.35
Committed Occupancy	%	93.1%
<b>Key Assumptions</b>		
Achievable Rental per month - Office	INR per sq. ft.	155
Achievable Rental per month – Retail (GF)	INR per sq. ft.	270
Achievable Rental per month – Retail (FF)	INR per sq. ft.	190
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%

#### 5. Fairmont

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.28
Committed Occupancy	%	100.0%
<b>Key Assumptions</b>		
Achievable Rental per month	INR per sq. ft.	145
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%

#### 6. Winchester

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.75
Committed Occupancy	%	83.9%
<b>Key Assumptions</b>		
Achievable Rental per month	INR per sq. ft.	145
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%



## 7. Prudential

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.23
Committed Occupancy	%	90.6%
<b>Key Assumptions</b>		
Achievable Rental per month	INR per sq. ft.	155
Achievable Rental per month – Retail (GF)	INR per sq. ft.	405
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%

## 8. Spectra

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.19
Committed Occupancy	%	65.2%
<b>Key Assumptions</b>		
Achievable Rental per month	INR per sq. ft.	155
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%

## 9. One Boulevard

Particulars	Units	Details
<b>Property Details</b>		
Type of property		<b>Completed</b>
Leasable area	Msf	0.11
Committed Occupancy	%	100.0%
<b>Key Assumptions</b>		
Achievable Rental per month	INR per sq. ft.	170
Achievable Rental per month – Retail (GF)	INR per sq. ft.	350
Rental (for FY'25 - FY'26)	%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%
Normal Market lease tenure	Years	5
Capitalization Rate	%	8.00%
WACC	%	11.75%



## 10. Ventura A

Particulars	Units	Details	
<b>Property Details</b>			
Type of property		<b>Completed</b>	<b>Under-Construction</b>
Leasable area	Msf	0.42	0.07
Committed Occupancy	%	95.2%	24.5%
<b>Key Assumptions</b>			
Achievable Rental per month for IT office	INR per sq. ft.	155	155
Achievable Rental per month for Non-IT office	INR per sq. ft.	170	170
Achievable Rental per month – Retail (GF)	INR per sq. ft.	405	405
Achievable Rental per month – Retail (GF)	INR per sq. ft.	280	280
Rental (for FY'25 - FY'26)	%	6.0%	6.0%
Growth Rate (from FY'27 onwards)	%	5.0%	5.0%
Normal Market lease tenure	Years	5	5
Construction start date	Date	NA	Dec-21
Construction end date	Date	NA	Sep-23
Capitalization Rate	%	8.00%	8.00%
WACC	%	11.75%	11.75% / 13.00%*

NA - Not Applicable

\*Refurbishment works on the 1st Floor (part) of Ventura A has been completed and approvals from relevant authorities are pending. For 1st floor of Ventura A, the discount rate is assumed to be 11.75% ie similar to completed buildings