

**Strictly Private & Confidential**

**LEGAL DUE DILIGENCE REPORT**

**ON**

**OWNERSHIP RIGHTS OF MAHINDRA LIFESPACE  
DEVELOPERS LIMITED TO PROPERTY SITUATE AT  
VILLAGE GUNDAVALI, ANDHERI.**

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## LEGAL DUE DILIGENCE REPORT

ON

### OWNERSHIP RIGHTS OF MAHINDRA LIFESPACE DEVELOPERS LIMITED TO PROPERTY SITUATE AT VILLAGE GUNDAVALI, ANDHERI.

DATED: 29 JUNE 2016

To,  
Mahindra Lifespace Developers Limited,  
Mahindra Towers,  
5<sup>th</sup> Floor, Worli,  
Mumbai – 400 018.

**Kind attn.: Mr. Suhas Kulkarni and Mr. Ulhas Bhosale**

#### NOTE:

We have been instructed as solicitors by you, Mahindra Lifespace Developers Limited (“Mahindra”) to carry out a legal due diligence with respect to your title to the said Property (hereinafter defined).

- (a) The principal part of our legal due diligence exercise has been the review of the documents set out in **Schedule “A”** (“Disclosed Documents”), copies of which have been provided to us till 29 June, 2016. For the purpose of conducting our legal due diligence and preparing this report (“Report”), we have relied exclusively upon the Disclosed Documents and the information and responses provided to us upto 29 June, 2016.
- (b) This Report is for the use of Mahindra only and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without our prior written consent. We are asked to compile this written Report summarising key legal issues pertaining to the said Property (hereinafter defined) mentioned hereunder arising from our legal due diligence. This Report has been prepared pursuant to a legal due diligence exercise carried out by us in the months of May and June, 2016. The scope of our assignment does not extend to updating the Report for events and circumstances occurring after the dates on which the legal due diligence exercise was carried out.
- (c) In connection with this Report you should note that:
  - (i) the accuracy of this Report necessarily depends on the Disclosed Documents being true, complete, accurate and not misleading, which we have assumed to be the case;
  - (ii) we have assumed that all documents, responses and other information provided to us, whether written or in electronic form, are accurate and complete. Further, we have assumed that all photocopies of documents provided to us conform to the original underlying documents. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. In this Report, wherever we mention that Mahindra has informed us, the reference is to discussions with the officers of Mahindra and the response to the requisitions made by us. In the course of the due diligence, we have interacted with and have obtained clarifications and answers to our queries from Mr. Ulhas Bhosale, General Manager Legal, Mahindra;
  - (iii) unless specifically stated otherwise in the main section of this Report, we have not verified the



enforceability of the contractual or other arrangements comprised in the Disclosed Documents. For example, we have not made any independent enquiries to verify whether any formalities have been complied with which could have a bearing on enforceability;

- (iv) we have appointed Mr. Manish Malpani to carry out a search in respect of the said Property (hereinafter defined) owned by Mahindra at the offices of the Sub-Registrar at Mumbai and Bandra and Andheri 1 to 6 (computer records). Mr. Manish Malpani has provided us with his search report dated 10 June 2016 ("**the Search Report**"). We have relied on the Search Report, after assuming the same to be true, accurate and not misleading. However, the search conducted at the office of the Sub-Registrar of Assurances at Mumbai and Bandra is subject to the availability of records and also to records being torn and mutilated. We, therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated;
- (v) we have appointed Snehal Shah & Associates, Company Secretaries to conduct a search on the website of the Ministry of Company Affairs. Snehal Shah & Associates have provided us with their report dated 8 June 2016. We have relied on the search report provided by Snehal Shah & Associates, Company Secretaries, after assuming the same to be true, accurate and not misleading. However, search on the website of the Ministry of Company Affairs is subject to the availability of records with the Ministry of Company Affairs on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records on the website of the Ministry of Company Affairs on the date of inspection;
- (vi) we have caused Public Notices to be published in the Free Press Journal and Navshakti on 3 June 2016, inviting claims to the ownership rights of Mahindra to the said Property (hereinafter defined) and till date, we have not received any claims to the same;
- (vii) save and except the searches as mentioned above, we have not undertaken any other searches of public registers in the course of our enquiries;
- (viii) we have not attempted to comment on the business, commercial, financial, technical, insurance, tax or accounting implications of the disclosed information and no view or opinion is expressed on provisions in the Disclosed Documents relating to such matters;
- (ix) we have assumed that the information and/or documents given to us is/are authorised, accurate and exhaustive and the copies of the documents furnished to us are true copies of their originals and that all signatures and company seals are genuine;
- (x) each of the executed documents provided to us is in full force and effect and has not been terminated or amended (other than as is obvious on the face of the documents);
- (xi) each contracting party to a document supplied to us has the right, power and authority, and has taken all action necessary to execute and deliver and to exercise its rights and perform its obligations under the relevant document, including making or obtaining any filings, registrations, approvals, consents, licences, authorisations or exceptions;
- (xii) all parties to the documents supplied to us entered into such documents in good faith for the purpose of and for the benefit of its or their business and the binding effect of documents supplied to us is not affected by fraud, illegality, duress, undue influence, misrepresentation, misstatement or mistake and no document has been entered into by any party to it in connection



with money laundering or any other unlawful activity;

- (xiii) this Report is not to be construed as any recommendation to any party or person to acquire the said Property (hereinafter defined) whose ownership vests with Mahindra, which must be a commercial decision for any party or person. We accept no responsibility for any matter that has not been disclosed or has been misrepresented or misquoted whether in various documents furnished to us or otherwise;
  - (xiv) we have not made any attempts to authenticate on the adequacy of the stamp duty affixed to any of the documents;
  - (xv) any examination of property has been restricted to the ownership rights of Mahindra to such property and what has been disclosed in the documents provided to us;
  - (xvi) this Report should not be regarded as a substitute for reading the Disclosed Documents; and
  - (xvii) our maximum liability in relation to any matter arising out of or in connection with this Report will be limited and restricted to the amount of professional fees actually paid to us for this Report.
- (d) The Report should be read in entirety along with the schedule.
- (e) This Report is strictly for the reference of our addressee clients and for such persons as may be authorised by them, and shall not be used by, or disclosed to, any other person(s) for any other purpose whatsoever without our prior written consent.
- (f) Any person who is not an addressee of this Report or who has not been duly authorised to have access to this Report by the addressee accepts and agrees to the following terms by reading this Report:
- (i) the reader of this Report understands that the work performed by Desai & Diwanji was performed in accordance with the instructions and for the sole benefit and use, of our addressee clients;
  - (ii) the reader of this Report agrees that Desai & Diwanji, its partners, associates, employees and agents neither owe nor accept any duty or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory duty) and shall not be liable in respect of any loss, damage or expense of whatsoever nature which is caused by any use the reader may choose to make of this Report, or which is otherwise consequent upon gaining access to this Report by the reader; and
  - (iii) the reader further agrees that this Report is not to be referred to or quoted, in whole or in part and not to distribute this Report without the prior written consent of Desai & Diwanji.

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(A) INTRODUCTION

Mahindra is a Company incorporated under the Companies Act, 1956 and having its registered office at Mahindra Towers, 5<sup>th</sup> floor, Worli, Mumbai 400 018.

We have been instructed by Mahindra to carry out investigation on its ownership rights to:

All that piece or parcel of land admeasuring approximately 11,884.8 sq. meters abutting the public road known as Suren Road and situate in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra, bearing Municipal K Ward No. 3562 (1-3) and Street Nos.29, 30, 31 of Suren Road, and bearing Survey No. 10B, Hissa No.1, Survey No. 10B, Hissa No. 2 (Part), and Survey No. 10C corresponding to New City Survey Nos. 243 (now Nos.243A, 243B and 243C), 248, 248/1, 247, 247/1, 247/2 and 247/3 and bounded as follows:

On or towards East: CTS No.242 of village Gundavali

On or towards West: Suren Road

On or towards South: CTS No.254, 253, 249, and 250 of village Gundavali

On or towards North: CTS No.246A, 246B, 236, 238/18A(pt) and 243D of Village Gundavali,

hereinafter referred to as "**the said Property**".

The title chain for the said Property has been set out under § (B) of this Report.

For easy reference this Report contains the following sections:

- Title Chain of the said Property;
- Property Taxes;
- Property Card and D.P. Remarks;
- Searches; and
- Conclusion.

Save and except as mentioned in this Report, the aspects of zoning, planning, status of the land and permissions/ formalities that need to be taken in order to commence work at the said Property are within the scope of services of an Architect and such other professional experts who may have been engaged for the purpose.

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**(B) TITLE CHAIN**

- (1) Prior to 1970, Rallis India Limited, ("**Rallis**") was in use and occupation of the Larger Property<sup>1</sup>.
- (2) By and under Articles of Agreement dated 03 August 1970, ("**the Agreement**") entered into between Rallis and German Remedies Private Limited ("**GRL**"), Rallis agreed to sell to GRL and GRL agreed to purchase from Rallis the Larger Property for consideration and on terms and conditions more particularly set out therein.
- (3) In furtherance of the aforesaid Agreement, an Indenture dated 28 August 1970, ("**Indenture**"), registered with the Sub-Registrar of Assurances at Bandra, under Serial No. BOM/B/910 of 1975, was entered into between Rallis and GRL, under which Indenture the Larger Property was conveyed and transferred by Rallis in favour of GRL.
- (4) GRL filed a Company Petition No. 281 of 2003 for amalgamation of GRL, Recon Healthcare Limited, Zydus Pathline Limited and Zoom Properties Limited with Cadila Healthcare Limited ("**Cadila**"). The Hon'ble High Court, Bombay by its order dated 27 June 2003 ("**Amalgamation Order**") sanctioned the arrangement embodied in the Scheme of Amalgamation<sup>2</sup>. Pursuant thereto, the Larger Property stood transferred and vested in Cadila.
- (5) By and under an Agreement for Sale dated 24 April 2004, entered into between Cadila and Altana Pharma Private Limited (now known as Nycomed Pharma Private Limited) ("**Nycomed**"), Cadila agreed to sell and Nycomed agreed to purchase from Cadila, the Larger Property for consideration and on terms and conditions more particularly set out therein.
- (6) In furtherance to the aforesaid Agreement for Sale dated 24 April 2004, a Deed of Conveyance dated 27 October 2004, ("**the Deed**") registered with the Sub-Registrar of Assurances, Mumbai, under Serial No. BDR-1/5887/2004, was entered into between Cadila and Nycomed, under which Cadila sold, transferred and assigned in favour of Nycomed, the Larger Property, for consideration and on terms and conditions more particularly set out therein.
- (7) By and under a fresh certificate of incorporation consequent upon name change, issued by the Deputy Registrar of Companies, Government of India, Ministry of Corporate Affairs, Mumbai, on 27 August 2007, the name of Altana Pharma Private Limited, which was incorporated on 13 September 2004, was changed to Nycomed Pharma Private Limited.
- (8) By and under Deed of Conveyance dated 20 March 2013, registered with the Sub-Registrar of Assurances at Andheri, under Serial No. BDR-4/2064 of 2013, entered into and executed

<sup>1</sup> Larger Property shall mean all that piece and parcel of land admeasuring 12,079.20 sq. mtrs. together with the structures standing thereon abutting the public road known as Suren Road and situate in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra, bearing Municipal K Ward No. 3562 (1-3) and Street Nos. 29, 30, 31 of Suren Road and bearing Old Survey No. 10 B Hissa No. 1, Survey No. 10B Hissa No.2 (part), Survey No. 10B Hissa No. 3 and Survey No. 10C corresponding to New City Survey Nos. 243/A, 243/B, 243/C, 243/D, 248, 248/1, 247, 247/1, 247/2 and 247/3.

<sup>2</sup> Scheme of Amalgamation shall mean the Scheme of Amalgamation for amalgamation of GRL, Recon Healthcare Limited, Zydus Pathline Limited and Zoom Properties Limited with Cadila.



between Nycomed and Mahindra, Nycomed granted, sold, transferred, conveyed and assured unto Mahindra, the said Property, free of all claims and encumbrances.

- (9) By a Debenture Trust Deed dated 1 July 2013, entered into between Mahindra, as the Company and Axis Trustee Services Limited, as the Debenture Trustee and registered with the Sub-Registrar, Andheri-2 bearing No. BDR-4/ 4971/ 2013, read with amendment to the Debenture Trust Deed dated 27 September 2013 and registered with the Sub-Registrar, Andheri-2 bearing No. BDR-4/7917/2013, Mahindra has *inter-alia* mortgaged the said Property.

**(C) PROPERTY TAXES**

We have been provided with a copy of the letter dated 2 January, 2016 bearing reference No. AA.&C/KE/NOC/243/4489/2015-16 issued by Asstt. Assessor & Collector K/E-Ward BrihanMumbai Mahanagarपालिका thereby stating that property tax in respect of properties bearing A/c Nos. KE-09.0180.01.2.0000, KE-09.0178.00.0.0000, KE-09.0180.00.4.0000, KE-09.0177.00.3.0000, KE-09.0181.00.1.0000 and KE-09.0179.00.6.0000 are paid upto 31 March, 2016.

**[D&D Comment:** *We have been informed by Mahindra that, for the purposes of property tax, the aforesaid account Nos. are the only account Nos. attributed to the said Property.*]

**(D) PROPERTY CARD AND DP REMARKS**

**PROPERTY CARD**

- We have been provided with copies of the **Property Cards** dated 24 July 2015 for C.T.S. Nos. 243A, 243B, 243C, 247, 247/1, 247/2, 247/3, 248 and 248/1 (the said Property), on the perusal of which we observe the following:

C.T.S. No.	Area in square meters	Present Holder	Status
248	1704.8	Mahindra	Non-agricultural
248/1	69.3	Mahindra	Non-agricultural
243A	5145.8	Mahindra	Non-agricultural
243B (road)	663.9	GRL (Cadila)	Agricultural (in Industrial Zone)
243C	1647.9	GRL (Cadila)	Agricultural (in Industrial Zone)
247	2290.5	Mahindra	Non-Agricultural
247/1	46.3		Non-Agricultural
247/2	208.1		Non-Agricultural
247/3	108.2		Non-Agricultural

## **DP REMARKS**

➤ **Sanctioned Revised Development Plan Remarks**, dated 30 March 2013, issued by the Office of the Chief Engineer (Development Plan), Municipal Corporation of Greater Mumbai, for the said Property, *inter-alia* records that:

- (i) the said Property is situated in a General Industrial Zone (I-2), and
- (ii) the said Property is affected by 18.30 meter and 13.40 meter D.P. Road.

**[D&D Comment:** *Though the said Property falls in General Industrial Zone (I-2), we observe from the copies of letters dated 1 June 2013 and 27 August 2015 both issued by Executive Engineer (Development Plan) H&K, Municipal Corporation of Greater Mumbai that Residential user is permitted of the said Property, subject to the terms and conditions set out therein.*]

## **(E) SUB-DIVISION**

By and under a letter dated 04 September 2004, addressed by the Executive Engineer, Building Proposals, Western Suburbs, Municipal Corporation of Greater Mumbai, permission was granted for amalgamation / sub-division-cum-layout of the Larger Property and the Larger Property was thereafter, sub-divided.

## **(F) SEARCHES**

### **SUB – REGISTRAR OF ASSURANCES**

We have appointed Mr. Manish Malpani to carry out search in respect of the said Property in the office of the Sub-Registrar of Assurances at Mumbai and Bandra for the last 30 (thirty) years and Andheri 1 to 6 (computer records) for the last 14 years. The report of Mr. Manish Malpani dated 10 June 2016, reveals that pursuant to the purchase of the said Property by Mahindra, no document of title is found to have been registered in relation to the said Property which is adverse to the title of Mahindra.

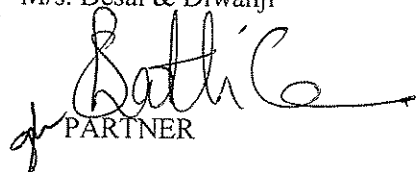
### **REGISTRAR OF COMPANIES**

We have appointed Snehal Shah & Associates, Company Secretaries to take searches on the website of the Ministry of Company Affairs ([www.mca.gov.in](http://www.mca.gov.in)). Snehal Shah & Associates have provided us with their report dated 08 June 2016. As per the search report, charge in favour of Axis Trustee Services Limited has been created on the said Property.

## **(G) CONCLUSION**

Subject to what is stated hereinabove, we hereby certify that Mahindra has made out a clear and marketable title to and is well and sufficiently entitled to the said Property.

M/s. Desai & Diwanji

  
PARTNER



### Schedule "A"

Copies of:

1. Articles of Agreement dated 03 August 1970, entered into between Rallis India Limited and German Remedies Private Limited.
2. Order dated 27 June 2003, passed by the Hon'ble Justice Mr. D. G. Karnik of the Hon'ble Bombay High Court.
3. Scheme of Amalgamation, for amalgamation of German Remedies Limited, Recon Healthcare Limited, Zydus Pathline Limited and Zoom Properties Limited with Cadila Healthcare Limited, sanctioned by the Hon'ble Bombay High Court.
4. Agreement for Sale dated 24 April 2004, entered into between Cadila Healthcare Limited and Altana Pharma Private Limited.
5. Deed of Conveyance dated 27 October 2004 and registered with the Sub-Registrar, Bombay under Serial No. BDR-1/ 5887 of 2004, entered into between Cadila Healthcare Limited and Altana Pharma Private Limited.
6. Deed of Conveyance dated 20 March 2013, registered with the Sub-Registrar of Assurances, Mumbai, under Serial No. BDR-4/2064 of 2013, entered into between Nycomed Pharma Private Limited and Mahindra Lifespace Developers Limited.
7. Property Cards for land bearing C.T.S. Nos. 243A, 243B, 243C, 243D, 247, 247/1, 247/2, 247/3, 248 and 248/1.
8. Fresh Certificate of Incorporation dated 27 August 2007, issued by Deputy Registrar of Companies, Government of India, Ministry of Corporate Affairs, Mumbai.
9. Letter dated 2 January, 2016 bearing reference No. AA.&C/KE/NOC/243/4489/2015-16 issued by Asstt. Assessor & Collector K/E-Ward BrihanMumbai Mahanagarpalika.
10. Sanctioned Revised Development Plan Remarks dated 30 March 2013, issued by the Assistant Engineer (Development Plan) K/E Ward, Municipal Corporation of Greater Mumbai.
11. Letters dated 1 June 2013 and 27 August 2015 both issued by Executive Engineer (Development Plan) H&K, Municipal Corporation of Greater Mumbai.
12. Debenture Trust Deed dated 1 July 2013, entered into between Mahindra, as the Company and Axis Trustee Services Limited, as the Debenture Trustee and registered with the Sub-Registrar, Andheri-2 bearing No. BDR-4/ 4971/ 2013.
13. Amendment to the Debenture Trust Deed dated 27 September 2013 entered into between Mahindra, as the Company and Axis Trustee Services Limited, as the Debenture Trustee and registered with the Sub-Registrar, Andheri-2 bearing No. BDR-4/7917/2013.

