

To
Maha RERA
Housefin Bhavan
Plot No. C – 21, E-Block
Bandra Kurla Complex
Bandra (East)
Mumbai 400 051

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all that piece and parcel of (i) freehold and contiguous non-agricultural land bearing Survey No. 32A and 36C(pt) (earlier bearing Survey Nos. 32, 34, 35, 36/A, 36/B, 36/1, 36/2 and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 1**") and (ii) freehold and contiguous non-agricultural land bearing Survey No. 37 and Survey No. 36C(pt) (earlier bearing Survey Nos. 35, 36/1, 36/2, 36/A, 36/B, 37/1, 37/2, 37/B, 37/C and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 2**"), thus aggregating to 41,356.08 square metres or thereabouts of Village Ranjnoli, Taluka Bhiwandi, District Thane, State Maharashtra, India ("**said Land**").

1. We have investigated the title of the said Land based on the request of Mahindra Lifespace Developers Limited (Promoter), and the following documents:

(1) Description of said Land:

All that piece and parcel of (i) freehold and contiguous non-agricultural land bearing Survey No. 32A and 36C(pt) (earlier bearing Survey Nos. 32, 34, 35, 36/A, 36/B, 36/1, 36/2 and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 1**") and (ii) freehold and contiguous non-agricultural land bearing Survey No. 37 and Survey No. 36C(pt) (earlier bearing Survey Nos. 35, 36/1, 36/2, 36/A, 36/B, 37/1, 37/2, 37/B, 37/C and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 2**"), thus aggregating to 41,356.08 square metres or thereabouts of Village Ranjnoli, Taluka Bhiwandi, District Thane, State Maharashtra.

(2) The Documents pertaining to the said Land:

We have perused the copies of the following title documents of the said Land.

- i. Sale Deed dated September 12, 1997, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD/4173 of 1997;
- ii. Sale Deed dated December 6, 2007, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/9146 of 2007;
- iii. Sale Deed dated October 8, 1996, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 4465 of 1996;
- iv. Sale Deed dated December 6, 2007, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/9145 of 2007;

- v. Sale Deed dated September 13, 1996, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 4082 of 1996;
- vi. Sale Deed dated September 23, 1996, registered with the Sub-Registrar of Assurances at Bhiwandi under serial no. BVD1-4184 of 1996;
- vii. Sale Deed dated December 6, 2007, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/9147 of 2007;
- viii. Sale Deed dated September 23, 1996, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 4186 of 1996;
- ix. Sale Deed dated December 31, 1996, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 5795 of 1996;
- x. Sale Deed dated September 13, 1996, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 4083 of 1996;
- xi. Sale Deed dated October 8, 1996, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-4463 of 1996;
- xii. Agreement to Sell dated September 5, 2007 registered with the Sub-Registrar of Assurances under serial no. BVD1-6585 of 2007;
- xiii. Power of Attorney in or about 2007 executed by Satish Patil and Ors in favour of Ketan Shantilal Kahimasiya;
- xiv. Sale Deed dated May 8, 2008, registered with the Sub-Registrar of Assurances under serial no. BVD1-4164 of 2008;
- xv. Deed of Conveyance dated May 9, 2008 registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/4209 of 2008;
- xvi. Deed of Rectification dated September 25, 2009, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/5564 of 2009;
- xvii. Sale Deed dated January 8, 2002 duly registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 94 of 2002 executed between (1) Jagdish Lokya Shetty, (2) Rakesh Manoharlal Gupta, (3) Romila Rakesh Gupta and (4) Tanuja Jagdish Shetty;
- xviii. Sale Deed dated May 8, 2008, registered with the Sub-Registrar of Assurances under serial no. BVD1-4172 of 2008;
- xix. Sale Deed dated July 9, 2008, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/6088 of 2008;
- xx. Agreement for Sale dated January 11, 2010 and registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/153 of 2010;
- xxi. Agreement for Sale dated March 29, 2010 and duly registered with sub registrar of assurances, under serial no. 2367 of 2010;

- xxii. Sale Deed dated July 6, 2010, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/4950 of 2010
- xxiii. Sale Deed dated July 5, 2010, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/4949 of 2010;
- xxiv. Right of Way dated October 28, 2010, registered with the Sub Registrar of Assurance, Bhiwandi under serial no. BVD-01/7500 of 2010;
- xxv. Deed of Conveyance dated July 8, 2011, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/4472 of 2011;
- xxvi. Sale Deed dated August 1, 2002, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. 2724 of 2002;
- xxvii. Sale deed dated December 6, 2007, registered with the Sub-Registrar of Assurances under serial no. BVD1-9144 of 2007;
- xxviii. Sale Deed dated December 23, 2008, registered with the Sub-Registrar of Assurances under serial no. BVD1-10174 of 2008;
- xxix. Sale Deed dated December 26, 2008, registered with the Sub-Registrar of Assurances under serial no. BVD1-306 of 2009;
- xxx. Joint Development Agreement dated November 11, 2010, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/7839 of 2010;
- xxxi. Power of Attorney dated November 11, 2010, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/7840 of 2010 executed by ETPL in favour of Tata Housing;
- xxxii. Addendum dated August 30, 2011 to Joint Development Agreement dated November 11, 2010 between ETPL and Tata Housing;
- xxxiii. Addendum dated September 7, 2011, registered with the Sub Registrar of Assurances, Bhiwandi under serial n. BVD-01/6765 of 2011;
- xxxiv. Partial Cancellation Agreement dated June 10, 2020, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/2771 of 2020;
- xxxv. Partial Cancellation Agreement of Joint Development Agreement dated November 11, 2010 dated December 6, 2021, duly registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BWD01/12790 of 2021;
- xxxvi. Letter dated February 24, 2021 executed between the LLP and Tata Housing;
- xxxvii. Letter dated March 1, 2021 of the LLP addressed to Tata Housing;
- xxxviii. Agreement for Sale dated March 25, 2021, duly registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5011 of 2021;

- xxxix. Power of Attorney dated March 25, 2021, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5012 of 2011 executed by LLP in favour of MLDL; and
- xi. Power of Attorney dated March 25, 2021, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5013 of 2011 executed by LLP in favour of MLDL.

(3) 7/12 Extract:

The 7/12 extracts dated December 3, 2021 in respect of the said Land issued by concerned authority.

(4) Search Report:

- Land Search Report dated March 15, 2021 issued by Mr. N.D. Rane (Title Investigator), Title Investigator for searches taken at the office of the Sub-Registrar of Assurances;
 - ROC Search Report dated March 18, 2021 issued by Simply Cersai for searches taken at the Registrar of Companies on Ecohomes Townships LLP (Owner); and,
 - CERSAI Search Report dated March 18, 2021 conducted by Simply Cersai in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.prg>).
2. Upon perusal of the above-mentioned documents and all other relevant documents pertaining to the title of the said Land, we are of the opinion that the title of the Owner - Ecohomes Townships LLP to the said Land is clear, marketable and without any encumbrance:

Owner of the Land:

- (1) Ecohomes Townships LLP - Survey No. 32A, Survey No. 36C(pt.) and Survey No. 37 of Village Ranjnoli, Taluka Bhiwandi, District Thane, State Maharashtra.
 - (2) Qualifying comments/ remarks, if any - under registered agreement for sale, the Promoter - Mahindra Lifespace Developers Limited has paid the part consideration to Ecohomes Townships LLP and has a right to purchase and acquire the said Land from Ecohomes Townships LLP.
3. The report reflecting the flow of title in respect of the said Land is enclosed herewith as **Annexure "A"** hereto.

Dated this 20th day of January 2022.



DSK Legal
Encl.: As above

Annexure "A"

Re: All that piece and parcel of (i) freehold and contiguous non-agricultural land bearing Survey No. 32A and 36C(pt) (earlier bearing Survey Nos. 32, 34, 35, 36/A, 36/B, 36/1, 36/2 and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 1**") and (ii) freehold and contiguous non-agricultural land bearing Survey No. 37 and Survey No. 36C(pt) (earlier bearing Survey Nos. 35, 36/1, 36/2, 36/A, 36/B, 37/1, 37/2, 37/B, 37/C and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 2**"), thus aggregating to 41,356.08 square metres or thereabouts of Village Ranjnoli, Taluka Bhiwandi, District Thane, State Maharashtra ("**said Land**").

As per your instructions, we have investigated the title of the said Land based on the request of Mahindra Lifespace Developers Limited ("**MLDL**") and for the same, perused copy of the following documents:

For the purposes of this Legal Title Report:

1. We have caused searches to be conducted by Mr N.D. Rane (Title Investigator) who has conducted searches in the concerned office of the Sub-Registrar of Assurances in respect of the said Land. We have relied upon his Search Report dated March 15, 2021, and the same has been dealt in detail in our Legal Title Report below.
2. We have caused searches to be conducted by Simply Cersai on Ecohomes Townships LLP, who has conducted searches in the records of the Registrar of Companies. We have relied upon the Search Report dated March 18, 2021 and the same are dealt in our Legal Title Report below.
3. We have caused CERSAI Search to be conducted by Simply Cersai in respect of the said Land, who has conducted searches in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.prg>) and the same are dealt in our Legal Title Report below.
4. We have issued public notice in The Times of India (English) and The Maharashtra Times (Marathi) on January 7, 2021 for inviting claims/objections from the public in respect of the said Land. Pursuant to issuance of the public notices, we have received objection(s), which have been separately dealt with in **Annexure "B"** annexed hereto.
5. Since our scope of work does not include considering aspects within the domain of an architect or a surveyor, we have not carried out any physical inspection of the Property nor have commented on the zoning and development aspects etc., thereof.
6. Since verifying pending litigations in respect of the said Land become difficult due to various reasons including (i) litigations can be filed/instituted in various fora depending upon the relief claimed; and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated nor maintained descriptively and not easily available/accessible; and/or (iii) there are no registers maintained in respect of matters referred to arbitration, we have not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Land are a subject matter of any litigation. However, we have caused online litigation searches by Cubictree Technology Solutions Private Limited on March 18, 2021, in respect of LLP and ETPL separately, to ascertain if there are any litigation

proceedings initiated against them and have relied upon their Report dated March 18, 2021 ("**Litigation Search Report**"), copy whereof is separately provided. Upon perusal of the Litigation Search Report, we note that there are certain litigations, which are pending in respect of the said Land and/or against Ecohomes Townships LLP and the same are dealt in our Legal Title Report below.

FLOW OF TITLE

1. By virtue of various duly registered sale deeds, indentures, agreements and writings, Ecohomes Townships LLP ("**LLP**") became owner of and well and sufficiently entitled to and seized and possessed of all that pieces and parcels of lands aggregately admeasuring about 1,02,540 square metres or thereabouts at Village Ranjnoli, Taluka Bhiwandi, District Thane, State Maharashtra ("**Larger Land**").
2. As per the previous Coastal Regulation Zone Notification, out of the Larger Land, the land bearing Survey Nos. 32(pt.), 34(pt.) and Survey No. 35(pt.) aggregately admeasuring 10,832.19 square metres or thereabouts was affected by Coastal Regulation Zone III ("**Land Kept in Abeyance**"). However, as per revised Coastal Zone Management Plan sanctioned in 2019 the Land Kept in Abeyance is no longer in the Coastal Regulation Zone III and can be developed as per the current development norms.
3. By and under a Joint Development Agreement dated November 11, 2010 ("**JDA**") made and entered into between Tata Housing Development Company Limited ("**Tata Housing**") and the LLP and duly registered with the Sub Registrar of Assurances, Bhiwandi under Serial No. BVD-01/7839 of 2010 read with Letters dated November 11, 2010 **read with** Addendum to the JDA dated August 30, 2011 **read with** Addendum to JDA dated September 7, 2011 and duly registered with the Sub Registrar of Assurances, Bhiwandi under Serial No. BVD-01/6765 of 2011 ("**TATA Joint Development Agreements**"), the LLP granted the joint development rights in respect of the Larger Land excluding the Land Kept in Abeyance, thus the land admeasuring 91,707.81 square metres ("**Tata Project Land**") unto TATA Housing to implement a Rental Housing Scheme of Mumbai Metropolitan Regional Development Authority ("**MMRDA**") and on the terms and conditions contained therein.
4. In pursuance of the Tata Joint Development Agreements, the LLP also executed a Power of Attorney dated November 11, 2010 ("**Tata POA**") duly registered with the Sub Registrar of Assurances, Bhiwandi under Serial No. BVD-01/7840 of 2010 in favour of Tata Housing, acting through its directors, officers, nominees etc. so as to enable Tata Housing to do various acts, deeds matters and things in respect of the Tata Project Land on the terms and conditions contained therein.
5. MMRDA, vide a Commencement Certificate bearing no. SROT/BSNA/ 2501/ BP/ Amended/Ranjnoli-02/916/ 2013 dated November 26, 2013, approved the development of land admeasuring 82,263.47 square metres or thereabouts out of the Tata Project Land, comprising of (i) rental housing scheme buildings on a portion of the Tata Project Land, admeasuring 20,565.87 square metres or thereabouts ("**Rental Housing Scheme Plot**") and (ii) sale buildings on portion of the Tata Project Land admeasuring 61,697.60 square metres or thereabouts ("**Tata Sale Plot**") on the terms and conditions contained therein. A portion admeasuring 9,444.34 square metres forming part of the TATA Project Land was excluded / deleted from the approved plans ("**Excluded Property**").

6. Tata Housing developed (i) the rental housing scheme on a portion of the Rental Housing Scheme Plot admeasuring 10,995.88 square metres; and (ii) sale buildings on portion of the Tata Sale Plot admeasuring 37,490 square metres. Accordingly, Tata Housing did not complete the development of (i) an area admeasuring 9,569.99 square metres out of the Rental Housing Scheme Plot; and (ii) an area admeasuring 24,207.60 square metres out of the Tata Sale Plot, thereby admeasuring in aggregate 33,777.59 square metres ("**Balance Plot**").
7. By and under a Partial Cancellation Agreement of Joint Development Agreement dated November 11, 2010 dated June 10, 2020 (hereinafter referred to as "**Partial Cancellation Agreement**") made and entered into between Tata Housing and the LLP and duly registered with the Sub Registrar of Assurances, Bhiwandi under Serial No. BVD-01/2771 of 2020, Tata Housing and the LLP, subject to MMRDA accepting withdrawal of the Larger Land from the Rental Housing Scheme, partially cancelled the Tata Joint Development Agreement and Tata POA in respect of the Land kept in Abeyance, Excluded Property and the Balance Plot admeasuring in aggregate 53,649.81 square metres or thereabout (hereinafter referred to as "**Ecohomes Property**"), on the terms and conditions contained therein.
8. Pursuant to the execution of the Partial Cancellation Agreement, by and under letter dated February 24, 2021, the LLP and Tata Housing have modified the plan and the area of the Rental Housing Scheme Plot, Tata Sale Plot and the Ecohomes Property as agreed in the Partial Cancellation Agreement. Basis the modified plan, the LLP applied to MMRDA for withdrawal of area admeasuring in aggregate 58,556.48 square metres or thereabout (hereinafter referred to as "**LLP's Land**") on the terms and conditions contained in the Partial Cancellation Agreement from the Rental Housing Scheme.
9. By a letter bearing no. MMRDA/RHD/RHS-24(II)/21/2021 dated February 25, 2021 read with the approved layout plan dated February 25, 2021, MMRDA granted its no objection to the LLP to discontinue/withdraw the LLP's Land from the Rental Housing Scheme of MMRDA on the terms and conditions contained therein.
10. By a letter dated March 1, 2021, the LLP has informed Tata Housing that (a) all conditions of the Partial Cancellation Agreement are complied with and as such the Partial Cancellation Agreement is valid subsisting and binding and (b) the LLP is absolutely entitled to deal with the LLP's Land and/or any part thereof and/or any FSI or other benefits generated therefrom in the manner they deem fit along with easementary rights pertaining to the common amenities such as the common access road, STP, etc.
11. By and under letter dated October 10, 2020 the Sub-Divisional Officer, Bhiwandi confirmed that the conversion of the said Land from Rental Housing Scheme to any permitted user as per Development Plan of Bhiwandi Surrounding Notified Area on the terms and conditions contained therein.
12. By and under letter dated December 10, 2020 bearing no. BD/ Revenue/ JB/KV/745/2020, the Sub-Divisional Officer, Bhiwandi confirmed therein that no further order/ permission is necessary for development/ conversion of the said Land under the provisions of the Maharashtra Land Revenue Code 1966 (and amended from time to time) and /or the Maharashtra Tenancy and Agricultural Lands Act 1948 (and amended from time to time).

13. By and under an Agreement for Sale dated March 25, 2021, duly registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5011 of 2021 ("**Agreement of MLDL**"), LLP agreed to sell, transfer and convey all its right, title and interest in the said Land unto MLDL for the consideration and on the terms and conditions contained therein.
14. Pursuant to the aforesaid Agreement of MLDL, LLP executed a Power of Attorney dated March 25, 2021, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5012 of 2021 in favour of MLDL, to undertake all the necessary acts, deeds matters and things in respect of the said Land in the manner as stated therein.
15. Pursuant to the aforesaid Agreement of MLDL, LLP executed another Power of Attorney dated March 25, 2021, registered with the Sub-Registrar of Assurances at Bhiwandi under Serial No. BVD-1-5013 of 2021 in favour of MLDL, to undertake all the necessary acts, deeds matters and things in respect of the said Land in the manner as stated therein.
16. We have been informed that the said Land has access (i) from the existing 24 metres wide road from National Highway No. 3, and (ii) 12 metres wide layout road from Bhiwandi Kalyan road National Highway 222 (hereinafter collectively referred to as "**Common Access Roads**").
17. We have been informed that Plot 1 and Plot 2 are divided by 8 metres wide strip of land ("**EcoCity Strip of Land**") leading to the adjoining undeveloped land belonging to the LLP ("**EcoCity Lands**"). The LLP has enabled the direct and motorable access connecting the National Highway No. 3 to the EcoCity Lands leading from the culvert to the said Land by joining (i) strip of land forming part of Plot 1 admeasuring 998 square metres ("**Plot 1 Layout Road**"); (ii) strip of land forming part of Plot 2 admeasuring 633.5 square metres ("**Plot 2 Layout Road**"); and (iii) EcoCity Strip of Land (collectively referred to as "**Common Layout Road**"). The Common Layout Road connects to Common Access Roads.
18. Under the Agreement of MLDL, the LLP has also agreed to grant irrevocable, perpetual, transferable and assignable right of way to MLDL passing from the EcoCity Strip of Land and Common Access Roads.
19. By and under the Partial Cancellation Agreement of Joint Development Agreement dated November 11, 2010 dated December 6, 2021, duly registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BWD01/12790 of 2021 dated December 6, 2021, the LLP and Tata Housing have modified the Partial Cancellation Agreement and confirmed the withdrawal of the LLP's Land from the Rental Housing Scheme of MMRDA (as approved by MMRDA under its letter bearing no. MMRDA/RHD/RHS-24(II)/21/2021 dated February 25, 2021 read with the approved layout plan dated February 25, 2021) and on the terms and conditions contained therein.
20. MLDL had provided layout plans for the construction of residential and commercial buildings to be constructed on the said Land. Pursuant thereto, the LLP has obtained Building Permission and Commencement Certificate bearing no. SROT/BSNA/2501/BP/Ranjoli-18/1282/CC/2021 dated December 3, 2021 for construction of residential and commercial building having 95,615.24 square metres BUA on the said Land from MMRDA on the terms and conditions contained therein.

21. Pursuant to application of the LLP, the survey numbers comprising in the said Land are sub-divided and amalgamated, such that (i) Plot 1 having distinctive survey no. viz. Survey No. 32/A and Survey No. 36/C(pt) and (ii) Plot 2 having distinctive survey no. viz. Survey No. 37 and Survey No. 36/C(pt). Accordingly, the concerned revenue authority has opened new 7/12 extract of land bearing Survey No. 32/A, 36/C and 37.
22. The tentative bifurcation of the said Land, subject to confirmation by TILR Survey is as follows:

Survey No.	Plot 1 (Area in square metres)	Plot 2 (Area in square metres)	Total (Area in square metres)
32A	33,548		33,548
37		6,719	6,719
36/C (pt.)	544	545	1,089
Total	34,092	7,264	41,356

23. Under registered Agreement of MLDL, MLDL has paid the part consideration to the LLP and has a right to purchase and acquire the said Land from LLP.

7/12 EXTRACT

1. The 7/12 extracts dated December 3, 2021 in respect of the said Land records the following:

Survey No.	Area in Square Metres	Name	Remark in Other Right Column
32/A	33,548	Ecohomes Townships LLP	i. Notice of Lis pendence – Sub-judice under Suit No.668 of 2011 dated November 8, 2011.
36/C	6,827	Ecohomes Townships LLP	i. Sub-judice under Suit No.668 of 2011 dated November 8, 2011. ii. Ecohomes Internal Road
37	6,719	Ecohomes Townships LLP	i. Sub-judice under Suit No.668 of 2011 dated November 8, 2011. ii. Ecohomes balance land-2.

PERMISSION AND APPROVAL

1. By a Government Gazette Notification bearing No. TPS. 1205/MMR DCR/CR-48/06/UD-12 dated March 10, 2006, the Urban Development Department, Government of Maharashtra, sanctioned the Development Control Regulation for development and construction of "Special Township Project" for the areas falling under sanctioned

Mumbai Metropolitan Regional Plan and, on the terms, and conditions contained therein.

2. Pursuant to aforementioned Notification, Echohomes Construction Private Limited had applied to the Collector of Land, Thane, for permission to purchase agricultural lands viz. (i) lands in Village Ranjoli admeasuring 198 Acres or thereabouts (including the said Land) and (i) lands in Village Pimplas admeasuring 12 Acres or thereabouts, thus aggregating to 200 Acres or thereabouts and various other concessions and grants for the constructing and developing a "Special Township Project" thereon.
3. By a letter bearing no. Mehsul/K-1/T-8/50493-A dated November 26, 2007, the Collector of Land, Thane granted permission to Echohomes Construction Private Limited to purchase agricultural land (i) in Village Ranjoli admeasuring 198 Acres or thereabouts (including the said Land) and (i) in Village Pimplas admeasuring 12 Acres or thereabouts, thus aggregating to 200 Acres or thereabouts and also sanctioned various concessions and grants for the construction and development of "Special Township Project" thereon in accordance with Notification bearing No. TPS. 1205/MMR DCR/CR-48/06/UD-12 dated March 10, 2006 issued by the Urban Development Department, Government of Maharashtra and on the terms and conditions contained therein.
4. Echohomes Construction Private Limited had made an application to the Collector of Land, Thane, to transfer the permissions, concessions and grants granted under letter bearing no. Mehsul/K-1/T-8/50493-A dated November 26, 2007 to one of its Special Purpose Vehicle known being ETPL.
5. By a letter dated November 26, 2007, the Collector of Land, Thane, transferred all permission, concessions and grants to purchase agricultural land (i) in Village Ranjoli admeasuring 198 Acres or thereabouts (including the said Land) and (i) in Village Pimplas admeasuring 12 Acres or thereabouts, thus aggregating to 200 Acres or thereabouts to ETPL on the terms and conditions contained therein.
6. By a letter bearing no. BD/VP/Bhiwandi/SR dated July 19, 2010, the Sub Divisional Officer, Bhiwandi, granted permission under Section 63 (1) of Bombay Tenancy and Agricultural Act, 1948 read with Rule 36(1)(a) of Bombay Tenancy and Agricultural Rules, 1956 to ETPL to use inter-alia the said Land for Rental Housing Scheme on the terms and conditions contained therein.
7. By a letter bearing no. Mehsul/OFF-01/T-8/NP/SR/No.2/2020 dated August 25, 2010, the Collector of Land, Thane granted permission to ETPL under Section 44 of Maharashtra Revenue Code, 1966 to use the larger land (including the said Land) for Non-Agricultural use of Rental Housing Scheme on the terms and conditions contained therein.
8. By a letter bearing no. Mehsul/OFF-01/T-8/NP/Ranjoli-Bhiwandi/SR (129/2013) 153/2013 dated December 31, 2013, the Collector of Land, Thane granted permission to ETPL under Section 44 of Maharashtra Revenue Code, 1966 to use land bearing Survey No. 49 Hissa No. 1/1(Part) admeasuring 520 square metres or thereabouts for Non-Agricultural use of Rental Housing Scheme on the terms and conditions contained therein.
9. By a letter bearing no. Mehsul/Off-01/T-10/Collection/Mauje: Ranjoli-SR 237/2018 dated November 12, 2017, the Tehsildar and Executive Magistrate permitted the

change of land admeasuring 48,504.60 square metres from Rental Housing Scheme to Affordable Housing Scheme on the terms and conditions contained therein.

10. By a letter bearing no. Mehsul/Off-01/T-10/Collection/Mauje: Ranjoli-SR 237/2018 dated February 21, 2019, the Tehsildar and Executive Magistrate permitted the change of land admeasuring 48,504.60 square metres from Rental Housing Scheme to Affordable Housing Scheme on the terms and conditions contained therein.
11. By and under letter dated December 10, 2020 bearing no. BD/ Revenue/ JB/KV/745/2020, the Sub-Divisional Officer, Bhiwandi referred inter-alia letter bearing no. BD/VP/Bhiwandi/SR dated July 19, 2010 and confirmed therein that no further order/permission is necessary for development/ conversion of the said Land under the provisions of the Maharashtra Land Revenue Code 1966 (and amended from time to time) and /or the Maharashtra Tenancy and Agricultural Lands Act 1948 (and amended from time to time).
12. By a letter bearing no. MMRDA/RHD/RHS-24(II)/21/2021 dated February 25, 2021, MMRDA granted it's no objection to LLP to discontinue/withdraw the Land of LLP (including the said Land) from the Rental Housing Scheme of MMRDA and on the terms and conditions contained therein.
13. By a Building Permission and Commencement Certificate bearing no. SROT/BSNA/2501/BP/Ranjoli-18/1282/CC/2021 dated December 3, 2021, MMRDA granted the permission for construction of residential and commercial building having 95,615.24 square metres BUA on the said Land on the terms and conditions contained therein.

ENCUMBRANCES / SEARCH REPORT

1. Apart from the documents mentioned above and upon perusal of the of the Land Search Reports, we observe that there are no mortgages/encumbrances on the said Land. However, the Land Search Reports records that the following Notice of Lis Pendens are registered in respect of the said Land:
 - i. Notice of Lis-pendence dated November 8, 2011, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/8404 of 2011; and
 - ii. Notice of Lis-pendence dated December 31, 2011, registered with the Sub Registrar of Assurances, Bhiwandi under serial no. BVD-01/56 of 2012.
2. The ROC Search Report reveals no encumbrances/charge.
3. There are no mortgage/encumbrance are recorded on the said Land in in the portal maintained by the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (<https://cersai.org.in/CERSAI/home.prg>).

LITIGATION

1. We note that there are 5 litigations, as listed in **Annexure "C"** annexed hereto ("**Litigations**") are pending in respect of the said Land. We have been informed that as on date no adverse order is passed in any of the Litigations and that there are no restrictions or implications in the Litigations (i) for the sale of the said Land to MLDL and (ii) for the development and construction of the proposed project by MLDL and

future sales to end users on the said Land. As per the Agreement of MLDL, Ecohomes Townships LLP shall always be liable and responsible to defend the Litigations and ensure that no adverse order is passed therein.

Annexure "B"

Details of objections/claims received pursuant to public notice

Sr. No.	Name of Claimant	Details of claim
1.	Lalita Nitin Joshi, Advocate for Priya Dayakishan Sapru	By a letter dated January 19, 2021, the Advocate for the Claimant informed us that her client is owner of Survey Nos.53/1A and 53/1B. The advocates for Ecohomes Townships LLP by their letter dated February 23, 2021 have clarified to us that the said claim is not connected to the said Land
2.	J.M. Puranik, Advocate for Sahadev Govind Bhoir	By a letter dated January 19, 2021, the Advocate for the Claimant informed us that that the matter is subjudice before the Hon'ble Civil Judge, Junior Division at Bhiwandi bearing Civil Suit No.898 of 2013. The advocates for Ecohomes Townships LLP by their letter dated February 23, 2021 have clarified that the said suit is not maintainable under law and no relief of injunction has been granted with respect to the same.

Annexure "C"
List of Litigations

Sr. No.	Particular
1.	Regular Civil Suit No. 668 of 2011 filed by (1) Mansukhlal Bharmal Sumaria, (2) Gurunath Pandurang Chaudhary, and (3) Jaishukhlal Bharmal Sumaria before the Civil Judge (Jr. Division), Bhiwandi, against (1) Ecohomes Townships Pvt. Ltd., (i) Gaurav Omprakash Monga, (ii) Vasant A. Patel, (iii) Omprakash Monga, (iv) Jayantilal Arjun Patel, (2) Tata Housing Development Co., (i) Krushna Kumar, (ii) Arun Gandhi, (iii) Santhanan Krishnan, (iv) R. R. Shashtri, (v) S.R. Bhasker, (vi) Bortin Benerjee, (3) Amrutlal Raishi Malde, (4) Vinod Raishi Malde, (5) Mahesh Raishi Malde and (6) Yashwant Pandurang Chaudhary.
2.	Regular Civil Suit No. 1021 of 2011 filed by (1) Mansukhlal Bharmal Sumaria, (2) Gurunath Pandurang Chaudhary, (3) Jaisukhlal Bharmal Sumaria, (4) Yashwant Pandurang Chaudhary (upon his demise represented by his heirs (i) Usha Yahswant Chaudhary, (ii) Tushar Yashwant Chaudhary, (iii) Sainath Yashwant Chaudhary, (iv) Manisha Nitin Mhatre, (v) Alka Rohit Mhatre and (vi) Deepa Mahesh Bhoir) before the Court of Civil Judge (Sr. Division), Link Court, Bhiwandi, against (1) Ecohomes Townships Pvt. Ltd., through its directors (i) Gaurav Omprakash Monga, (ii) Vasant A. Patel, (iii) Omprakash Monga, (iv) Jayantilal Arjun Patel, (2) Tata Housing, through its directors (i) Krishna Kumar, (ii) Arun Gandhi, (iii) Santhanan Krushna S., (iv) R.R. Shashtri, (v) S.R. Borkar, (vi) Sanjay Ubale, (vii) Brotin Banerjee, (3) Amrutlal Raishi Malde, (4) Vinod Raishi Malde, (5) Mahesh Raishi Malde, (6) The Collector, (7) Sub Divisional Officer, (8) Tehsildar, (9) MMRDA, through its Commissioner.
3.	Civil Writ Petition No. 11001 of 2016 filed by (1) Mansukhlal Bharmal Sumaria (since deceased and represented by his heirs (i) Kanchanben Mansukhlal Sumaria (ii) Alpesh Mansukhlal Sumaria and (iii) Purvi Mansukhlal Sumaria), (2) Gurunath Pandurang Chaudhary, (3) Jaisukhlal Bharmal Sumaria, (4) Yashwant Pandurang Chaudhary (since deceased and represented by his heirs (i) Usha Yahswant Chaudhary, (ii) Tushar Yashwant Chaudhary, (iii) Sainath Yashwant Chaudhary, (iv) Manisha Nitin Mhatre, (v) Alka Rohit Mhatre and (vi) Deepa Mahesh Bhoir) before the Hon'ble Bombay High Court, against (1) Ecohomes Townships Pvt. Ltd., through its directors (i) Gaurav Omprakash Monga, (ii) Vasant A. Patel, (iii) Omprakash Monga, (iv) Jayantilal Arjun Patel, (2) Tata Housing, through its directors (i) Krishna Kumar, (ii) Arun Gandhi, (iii) Santhanan Krushna S., (iv) R.R. Shashtri, (v) S.R. Borkar, (vi) Sanjay Ubale, (vii) Bortin Banerjee, (3) Amrutlal Raishi Malde, (4) Vinod Raishi Malde, (5) Mahesh Raishi Malde, (6) The Collector, (7) Sub Divisional Officer, (8) Tehsildar, (9) MMRDA, through its Commissioner.
4.	Regular Civil Suit No. 898 of 2013 filed by (1) Hausabai Govind Bhoir, (2) Nakul Govind Bhoir, (3) Sahdev Govind Bhoir and (4) Surekha Balkrushna Joshi (heirs and legal representatives of late Govind Tukaram Bhoir) before the Court of Civil Judge (Jr. Division), Bhiwandi, against (1.1) Prakash Sakharam Bhoir, (1.2) Akash Sakharam Bhoir, (1.3) Kamali Namdev Patil (heirs and legal representatives of late Sakharam Tukaram Bhoir), (1.4(a)) Saguna Gulam Bhoir, (1.4.(b)) Dinesh Gulam Bhoir, (1.4 (c)) Haresh Gulam Bhoir, (1.4(d)) Vaneeta Bhushan Mhatre, (1.4(e)) Anita Uttam Patil, (1.4(f)) Savita Santosh Mhatre (heirs and legal representatives of late Gulam Sakharam Bhoir), (2)

	Mukund Ganpat Bhoir (3) Anandibai Shivram Gaikwad, (4) Nirmalabai Sudam Patil, (5) Vasant Sukrya Gulvi, (6) Prahlad Sukrya Gulavi, (7) Kashinath Sukrya Gulavi, (8) Shaniwar Sukrya Gulavi, (9) Sunita Vishal Gaikwad, (10) Vinod Raishi Malde, (11) Jayantilal Arjunbhai Patel, (12) Gaurav Omprakash Monga and (13) LLP.
--	--