

SHRIKANT V. DUBEY
Advocate, High Court, Mumbai
16, Shraddha Building, Gavanpada Road, Mulund East
Mumbai- 400081.

1. This is to certify that I have for the purpose of investigating the title of the property under reference a part of which survey no. 72/73 is to be developed by **M/S. ELLORA REALCON LLP**, a company registered under the provisions of Limited Liability Partnership Act, 2008, having its office 602, Raigad Darshan CHS Ltd, J. P. Road, Four Bungalow Andheri West Mumbai, Maharashtra-400053, hereinafter referred to as 'THE DEVELOPEERS to the property as mentioned in the schedule herein under written (hereinafter referred to as "the said property")

2. I have perused the Revenue Records namely property card The same stands in the name of _____.

3. I have perused the Development Plan Remarks in respect of the said property. The land on which the said proposed building "C" (C4) is to be constructed is not reserved for any public purpose. The land is for Resident propose.

4. The facts as far as the property is concerned as they appear from the documents are as under:

a) One (1) SHRI RAMCHANDRA BALKRISHNA PATIL (2) SMT. GAURIBAI RAMCHANDRA PATIL (3) SHRI NAMDEV

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TO WHOMSOEVER IT MAY CONCERN

Reference: Development rights in respect of proposed building" (C4)
 on the portion of land being part and parcel of a large property

bearing number

Sr.No	Survey No.	Hissa No.	Area in Sq. meter
1.	72	2	13050.68
2	73	1	7243.64
3.	73	2	354.09
4.	73	3	2094.18
5.	73	4	9752.60
6.	74	1	2761.89
7.	74	2	8846.37
8.	79	1	1153.32
9.	79	3	5533.89
10.	79	4	3399.25
11	75	1	10420.31

Aggregating to 64610.22 sq. meter i.e. equivalent to 77273.82 sq.

yards or thereabouts, situate, lying and being at Village Ghodbunder,
 Taluka and District of Thane.

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RAMCHANDRA PATIL (4) MASTER RAVINDRA NAMDEV PATIL (5)
SMT. KUSUM NAMDEV PATIL (6) MS. BHAVANA NAMDEV PATIL
(7) SHRI TULSIDAS RAMCHANDRA PATIL (8) MISS HARSHADA
TULSIDAS PATIL (9) SMT. MEENA TULSIDAS PATIL (10) SMT.
DRAUPADI DATTATREY MHATRE (11) SMT. YASHUBAI TUKARAM
BHOIR (12) SMT. MANJULABAI GAUVER TARE (13) SHRI
YADNESHWAR BALKRISHNA PATIL (14) SMT. BHIMABAI
YADNESHWAR PATIL (15) SHRI LOKMANYA YADNESHWAR PATIL
(16) MASTER VISHWAJEET LOKMANYA PATIL (17) SMT
JAYSHREE LOKMANYA PATIL (18) SMT HEMPRABHA MANIK
GAWAND (19) SMT. HEMLATA BHAGWAN THAKJUR (20) SMT.
BHARATI GHANSHYAM PATIL (21) SHRI KANHA BALKRISHNA
PATIL (22) SMT. INDMATI KANHA PATIL (23) SHRI PRAKASH
KANHA PATIL (24) SMT. JAYSHREE UMESH BHOIR (25) MS.
JAYANTI KANHA PATIL (26) SMT. TULSIBAI SOMA GHARAT (27)
SMT. BHIMABAI GOPAL BHOIR (28) SMT. GODIBAI MAHADEV
GHARAT (29) SHRI MANOHAR KESHAV PATIL (30) SMT.
NIRMALA DEVRAM PATIL (31) SMT. SUMAN NARAYAN PATIL (32)
SMT. KAMLABAI PANDURANG TANDEL (33) SMT HARUBAI
JAYARAM PATIL & (34) SMT, LAXMIBAI KASHINATH MHATRE



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(hereinafter collectively referred as "THE ORIGINAL OWNERS") are the owners and / or otherwise well and sufficiently entitled to all that piece or parcel of land bearing :

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Aggregating to 64610.22 sq. meter i.e. equivalent to 77273.82 sq. yards or thereabouts, situate, lying and being at Village Ghodbunder, Taluka and District of Thane, more particularly described in the First



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Schedule herein under written (hereinafter collectively be referred to as "the entire property" for the sake of brevity).

- b) By an Agreement, dated 15th May, 1987, entered into by and between the Original Owners on one part and one Shri. Chintaman Dharmaji Thakur and 5 others on the other, the original owners agreed to sell to the said Shri. Chintaman Dharmaji Thakur and others all their rights, title and interest in respect of the Survey No. 75 Hissa No. 1 admeasuring 10420.31 sq.meters out of the entire property for the consideration and on the terms and conditions therein contained.
- c) By and under Agreement for Sale Cum Development dated 30th January 1988, entered into by and between the original owners on one part and one M/s. Sanjanwala Constructions on the other, the said original owners agreed to sell all their right title and interest in respect of the entire property except the said Survey No. /5/1, for the consideration and on the terms and conditions therein contained. The said Agreement for Sale cum Development dated 30th January 1988 has been lodged for registration with the Sub-Registrar, Thane on 26th February, 1988 under Serial No. 1566/88.

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- d) By an under Agreement for Sale, dated 17th June, 1988, entered into by and between the said Shri. Chintaman Dharmaji Thakur and 5 others therein called 'the Assignors' of one part and the said M/s. Sanjanwala Constructions therein called 'the Assignees' of the Second Part and the said 'Original Owners' of the third part, the M/s. Sanjanwala Constructions agreed to purchase and acquire all the rights, title and interest of the Original Owners and the said Shri. Chintaman D. Thakur and 5 others in respect of the property bearing Survey No. 75/1 for the consideration and on the terms and conditions therein contained.
- e) By and under Articles of Agreement dated 11th April 1994 entered into by and between the said M/s. Sanjanwala Construction on one part and one Mr. Harshad P. Doshi on the other, the said Mr. Harshad P. Doshi agreed to purchase and acquire the development rights in respect of the entire property for the consideration and the terms and conditions therein contained.
- f) By and under Agreement dated 29th November, 1994, the said Mr. Harshad P. Doshi therein "the Vendor" and M/s. Ravi Developments, therein called "the Purchasers", the said Mr.

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Harshad P. Doshi in turn agreed to assign, all his benefits, rights, title and interest under the said Agreement dated 11th April, 1994 to the said M/s Ravi Developments in respect of the entire property for the consideration and on the terms and conditions therein contained.

- g) In pursuance of the said Agreement dated 29th November 1994 the said Mr. Harshad P. Doshi has also executed a Substituted Power of Attorney in favour of the Partners of the said M/s Ravi Developments to do various acts, deeds, things and matters to develop the entire property as more particularly described in the said Power of Attorney.
- h) By and under Order dated 15/11/1994 bearing No. ULC/TA/W.S.H.S.20/SR-757, the Deputy Secretary to the Government of Maharashtra Housing and Special Assistance, State of Maharashtra has granted to the original owners N.O.C. in respect of the said properties under section 20 of Urban Land (Ceiling & Regulation) Act 1976 & to develop the entire property.
- i) The Mira Bhayander Municipal Corporation has sanctioned a layout in respect of the entire property whereby the M/s. Ravi Developments, have been permitted to construct buildings as



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shown in the said layout and the M/s. Ravi Developments, have constructed and/or caused to be constructed several Buildings in the said layout, thereby leaving last 4 buildings to be constructed on a portion of the layout .

- j) The M/s. Ravi Developments, have got sanctioned the plans for the proposed building "C" (C4) stilt plus 2 podium plus 11 upper floor from MBMC and also obtained various other permissions and sanctions from Mira Bhayander Municipal Corporation and/or other concerned authorities for construction of the proposed buildings to be constructed on the portion of the said layout as per the Development Control Regulations.
- k) The M/s. Ravi Developments, herein also obtained the Commencement Certificate from the Mira Bhayander Municipal Corporation for the construction of the stilt plus 2 podiums plus 11 upper floor.
- l) Pursuant to the negotiations between the said M/s. Ravi Developments, and the Developer herein and in furtherance of the understanding arrived at between the parties thereto, the M/s. Ravi Developments, have granted development rights in respect of permissible FSI/DR aggregating 3726.73 sq. mtrs

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built up area/FSI/TDR including balcony to the Developer herein
Vide Development Agreement dated 23rd June, 2015 and
registered with the Sub-Registrar of Assurance at Serial No.
3423 of 2015 herein out of total FSI/TDR generated from the
entire Property acquired by M/s. Ravi Developments for
Developer/Promoter to enable to Developer/Promoter to
consume the same in Building/s 'C' (C4) (named by Developer as
"ELLORA HEIGHTS" hereinafter referred to as the said building)
which is proposed to be of stilt Plus 2 upper Podium Plus
11 Upper Floors on the portion marked "X" on the area of the
entire property / layout as shown bounded by red colour
boundary line on the plan annexed in the said Development
Agreement and marked Annexure-A and hereafter referred to as
"the said property" for the sake of brevity and more particularly
described in the SECOND SCHEDULE thereunder written for the
consideration and on the terms and conditions hereinafter
appearing.

5. I have perused the Documents as referred to hereinabove

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6. Under the circumstances, relying on the afore stated search report, answers to the requisitions given by M/s. Ellora Realcon LLP, revenue records and other documents as produced it is clear that M/s. Ellora Realcon LLP have rights in respect of the development of the said building to be constructed/under construction and to develop the portion of the said property and is subject to what is stated herein clear free from encumbrances, reasonable doubts and is clear and marketable.

THE SCHEDULE ABOVE REFERRED TO

Development rights in respect of proposed building" (C4) on the portion of land being part and parcel of a large property bearing number

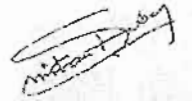
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Dated this 4th day of August, 2015.



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Advocate.

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Mulund (E), Mumbai - 400 081.

