

SUNIL PRABHAKAR LAHANE

ADVOCATE, HIGH COURT, MUMBAI

1206, B-Wing, Dalamal Tower, Nariman Point, Mumbai 400021 Mob: 9892744138,

Email: advsunillahane@gmail.com

TITLE CERTIFICATE

13th February, 2018

To,
Sheth Creators & Sun-Vision Pvt. Ltd,
Sheela Niwas,
Ramabai Chemburkar Marg,
Vile Parle (East),
Mumbai 400057

Dear Sir,

Re: All that piece and parcel of land and ground bearing (i) Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring 6731 sq. mtrs., or thereabout and (ii) Survey No.482 Hissa No.2 and now bearing CTS Nos.230 and 231 admeasuring about 1860 sq. mtrs., or thereabout aggregately admeasuring about 8591 sq. mtrs., or thereabout out of which area admeasuring approx 2375.70 sq. mtrs., is declared as Slum (hereinafter referred to as "Slum Property") situate at village Malad (South) Mota Pada (Bhandarwada) near K. G. Mittal College, Liberty Garden, Malad West, Mumbai 400064 (hereinafter collectively referred to as "the said Property").

1. I have been instructed by Sheth Creators & Sun-Vision Pvt. Ltd to issue this Title Certificate relating to the said Property.
2. For the purpose of this Title Certificate, I have perused the following documents:-
 - i. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-1") made and executed between Jankibai Parshuram Keni (being Kamlibai daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2269 / 1995 on 6th March, 2010;
 - ii. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-2") made and executed between Chimabai Pundalik Patil alias Keni (being



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daughter of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2270 / 1995 on 6th March, 2010;

- iii. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-3") made and executed between Smt Gauribai Motiram Keni (being wife of Motiram Shanwar Keni) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2271 / 1995;
- iv. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-4") made and executed between Vasudev Parshuram Keni (being Kamlibai son) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2272 / 1995 on 6th March, 2010;
- v. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-5") made and executed between Yashwant Shanwar Keni (being son of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2273 / 1995 on 6th March, 2010;
- vi. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-6") made and executed between Barkubai alias Narmadabai Vithal Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2274 / 1995 on 6th March, 2010;
- vii. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-7") made and executed between Smt. Radhabai Pandurang Keni (being Motiram daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of



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Assurances at Bombay under serial no. BDR-2 / 2275 / 1995 on 6th March, 2010;

- viii. Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-8") made and executed between Jaywantibai Dwarkanath Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2276 / 1995 on 6th March, 2010;
- ix. Deed of Conveyance dated 30th August, 1995 ("Deed of Conveyance") made and executed between Vithal Bhoraji Manjarekar therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 3181 / 1995 on 6th March, 2010;
- x. Certificate of Incorporation Consequent upon Change of Name dated 12th February, 1996;
- xi. Deed of Mortgage dated 28th June, 2017, registered with the Sub Registrar of Assurances, Mumbai, under serial no. BBE3-7182 OF 2017, dated 28th June, 2017.

BRIEF HISTORY

A. For Survey No. 482 Hissa No. 1 now bearing CTS Nos.232:

1. By a Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-1") made and executed between Jankibai Parshuram Keni (being Kamlibai daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2269 / 1995 on 6th March, 2010, the Jankibai Parshuram Keni sold, transferred, conveyed and assigned all her 1/12th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now



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bearing CTS Nos.232admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;

2. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-2") made and executed between Chimabai Pundalik Patil alias Keni (being daughter of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2270 / 1995 on 6th March, 2010, the Chimabai Pundalik Patil sold, transferred, conveyed and assigned all her 1/6th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;
3. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-3") made and executed between Smt Gauribai Motiram Keni (being wife of Motiram Shanwar Keni) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2271 / 1995;
4. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-4") made and executed between Vasudev Parshuram Keni (being Kamlibai son) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2272 / 1995 on 6th March, 2010, the Vasudev Parshuram Keni sold, transferred, conveyed and assigned all his 1/12th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which

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comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;

5. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-5") made and executed between Yashwant Shanwar Keni (being son of Shanwar) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2273 / 1995 on 6th March, 2010, the Yashwant Shanwar Keni sold, transferred, conveyed and assigned all his 1/6th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited for a total consideration of Rs.9,00,000/- and on the terms and conditions contained therein;
6. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-6") made and executed between Barkubai alias Narmadabai Vithal Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2274 / 1995 on 6th March, 2010, the Barkubai alias Narmadabai Vithal Keni sold, transferred, conveyed and assigned all her 1/6th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;
7. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-7") made and executed between Smt. Radhabai Pandurang Keni (being Motiram daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part

Done

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and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2275 / 1995 on 6th March, 2010, the Smt. Radhabai Pandurang Keni sold, transferred, conveyed and assigned all her 1/6th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;

8. By Deed of Conveyance dated 9th May, 1995 ("Deed of Conveyance-8") made and executed between Jaywantibai Dwarkanath Keni (being Shanwar daughter) therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 2276 / 1995 on 6th March, 2010, the Jaywantibai Dwarkanath Keni sold, transferred, conveyed and assigned all her 1/6th undivided right, title and interest in agricultural land bearing Survey No.482 Hissa No.1 and now bearing CTS Nos.232 admeasuring about 1 Acre 25 Gunthas or thereabout i.e. to say 6575.92 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;

In the premises, Shroff Consultants Private Limited is entitled for Survey No.482 Hissa No.1 and now bearing CTS Nos.232 as owner thereof.

B. For Survey No. 482 Hissa No. 2 now bearing CTS Nos.230 and 231;-

1. By Deed of Conveyance dated 30th August, 1995 ("Deed of Conveyance") made and executed between Vithal Bhoraji Manjarekar therein referred to as the Vendor of the One Part and Shroff Consultants Private Limited therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-2 / 3181 / 1995 on 6th March, 2010, the Vithal Bhoraji Manjarekar sold, transferred conveyed and assigned all his right, title and



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interest in agricultural land bearing Survey No.482 Hissa No.2 and now bearing CTS Nos.230 admeasuring about 534.4 sq. mtrs., or thereabout and 231 admeasuring about 1325.6 sq. mtrs., or thereabout which comprises of part of the said Property to Shroff Consultants Private Limited on the terms and conditions contained therein;

2. In the premises, Shroff Consultants Private Limited is entitled for Survey No.482 Hissa No.2 and now bearing CTS Nos.230 and 231 as owner thereof.
3. By a Certificate of Incorporation Consequent upon Change of Name dated 12th February, 1996 issued by Registrar of Companies under Section 23(1) of Companies Act, 1956, name of Shroff Consultants Private Limited is changed to M/s. Sunvision Estates & Consultants Private Limited. Thereafter, the name of the Company was again changed from M/s Sunvision Estates & Consultants Private Limited to Sheth Creators & Sun-vision Private Limited ("said Owners").
4. **Litigation:**
We have been informed that save and except the litigations, as more particularly set out in Annexure "A" annexed hereto, there are no litigation pending in respect of the said Property.
5. **Mortgage:**
By Deed of Mortgage dated 28th June, 2017, registered with the Sub Registrar of Assurances, Mumbai, under serial no. BBE3-7182 OF 2017, dated 28th June, 2017, Sun-Vision Estate & Consultants Private Limited has created exclusive charge/mortgage on all the right, title and interest of Sun-Vision Estate & Consultants Private Limited in the said Property in favour of Yes Bank Limited and on terms and conditions contained therein.
6. **Opinion:**
Relying on the documents and information provided to me and subject to what is stated hereinabove, I am of the opinion and certify that Sheth Creators & Sun-vision Private Limited are the owners of the said Property and are well and sufficiently entitled to all the benefits, rights and advantages in respect thereof.
7. **Disclaimer:**



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This Certificate is based on facts, documents, records and information provided and representations given to me by the Company. Further, this Title Certificate is based on my understanding of facts and the legal position prevailing as on the date of issue of the opinion.

Yours truly,



Mr. Sunil P. Lahane
Advocate, High Court

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Annexure "A"

Sr. No.	Case Details	Parties
1.	Writ Petition No. 7190 of 2016 before the Hon'ble Mumbai High Court	Mr. Nilesh Dhondur Tatta and 2 others ... Petitioners V/s. The State of Maharashtra and 3 others ... Respondents
2.	SC Suit No. 1162 of 2016 before the Hon'ble Bombay City Civil Court at Dindoshi, Goregaon (Borivali Division)	Ms. Pushpa Bhau Borade ... Plaintiff V/s. Anthony Swami Shetty and another ... Defendants
3.	Writ Petition No. 1016 of 2012 before the Hon'ble Mumbai High Court	Mr. Omprakash Thelu Yadav ... Petitioner V/s. The State of Maharashtra and 3 others ... Respondents
4.	Criminal Revision Application No. 200274 of 2016 before the Hon'ble Court of Sessions for Borivali Division, Goregaon, Bombay	Mr. Preetam Madhukar Suvama and another ... Applicants V/s. The State of Maharashtra ... Respondent
5.	CR No. 80 of 2010 before the	Mr. Omprakash Thelu Yadav

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	Ld. Addl. Chief Metropolitan Magistrate's 24 th Court at Borivali, Mumbai	... Complainant/Applicant V/s. Malad Police Station ... Accused/Respondent
6.	Case No. SS/2400513 of 2010 before the Ld. Addl. Chief Metropolitan Magistrate's 24 th Court at Borivali, Mumbai	Mr. Omprakash Thelu Yadav ... Petitioner V/s. Malad Police Station ... Respondent

Rabau