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YOGESH D. BANDAL
B. Com, LL.B
Advocate High Court

TITLE CERTIFICATE

Date: 01.03.2019.

To,

M/S. SETHIA INFRASTRUCTURE PVT. LTD.,

701, Center plaza, Daftary Road,

Malad (East), Mumbai - 400097.

Respected Sir,

THIS IS TO CERTIFY THAT I have investigated the title of **M/S. SETHIA INFRASTRUCTURE PVT. LTD.**, a private limited company incorporated under the Companies Act, 1956 (hereinafter referred to as "**the Developer**") to the property as mentioned in the schedule hereunder written and I have to state as follows:-

1. As per the revenue record, since the year 1996 Smt. Gulabben Chimanlal Maniar was the owner of ALL that piece and parcel of land admeasuring 1447.32 sq. mtrs. bearing Final Plot no.21 of TPS Malad-1, CTS Nos. 358, 358/1 to 12 of Village Malad and CTS No.524, 524/1 to 4 of Village-Kurar, Taluka Borivali in the registration district and sub-district of Mumbai City and Mumbai suburban together with structures/building standing thereon, situate, lying and being at Daftary Road, Malad (E), Mumbai-400 097 (for the sake of brevity hereinafter referred to as the "**Said Property**" and more particularly described in the first schedule hereunder written).

2. The said Smt. Gulabben Chimanlal Maniar has died intestate on 13.12.2002 leaving behind Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar herein as her only heirs and legal representative who become entitled to the said property as per law applicable to her at the time of her demise. Accordingly the name of Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar were also mutated in the revenue record as the owner of the said property.
3. Vide Joint Development Agreement dated 27th May, 2008 duly registered with the office of sub-registrar of assurance at Borivali-1 bearing registration no. BDR-2/7045/2008 by and between Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar (therein referred to as the Owner") and Shri Madan Sohanlal Kothari and Shri Suresh H. Kothari (therein referred to as the "Developers"). The said owners have entrusted/granted the development rights in respect of the said property in favour of Shri Madan Sohanlal Kothari and Shri Suresh H. Kothari for the consideration and on terms and condition mentioned therein.
4. Vide deed of cancellation dated 16.11.2018, duly registered with the office of sub registrar of assurance at Borivali 9 bearing registration no. BRL-9/10163/2018 executed by and between Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar (therein referred to as the Owner") and Shri Madan Sohanlal Kothari & Shri Suresh H. Kothari (therein referred to as the "Old Developer"), and Maniar Bhuvan , an AOP through its members Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar, Shri Madan Sohanlal Kothari & Shri Suresh H. Kothari (therein referred to as "AOP") and M/s. Sethia Infrastructure Pvt. Ltd. (therein referred to as "New Developer"), the said



Development Agreement dated 27th May, 2008 was mutually cancelled, revoked, rescinded and terminated as per the terms and condition mentioned therein.

5. There after the Development Agreement dated 16.11.2018 duly registered with the office of sub-registrar of assurance at Borivali 9 bearing registration no. BRL-9/10164/2018 executed by and between Mr. Kirit Chimanlal Maniar and Pankaj Chimanlal Maniar (therein referred to as "Owners") M/s. Sethia Infrastructure Pvt. Ltd. (therein referred to as "Developer"), the said owners have granted the development rights in respect of the said property to M/s. Sethia Infrastructure Pvt. Ltd. In pursuance the said Development Agreement dated 16.11.2018, the owners have executed irrevocable Power of Attorney duly registered with the office of sub-registrar of assurance at Borivali 9 bearing registration no. BRL-9/10165/2018.
6. As per the terms of the said development agreement dated 16.11.2018, the developer have agreed to provide certain constructed area by way of permanent alternate accommodation to the tenants and also certain constructed area to the owners herein and the remaining area that may be available after allotting the area to the tenants as well as the owners, the developer shall be entitled for the same.

Thus in pursuance to the said development agreement dated 16.11.2018 read with Power of Attorney dated 16.11.2018, in my opinion M/S Sethia Infrastructure Private Limited is entitled to develop and construct the building on the said property, and further is entitled to sell and create third party rights in respect of their entitlement area in the building to be constructed on the said property.

FIRST SCHEDULE

(Description Of said property)

ALL that piece and parcel of land admeasuring 1447.32 sq. mtrs.
bearing Final Plot no. 21 of TPS Malad-1, CTS Nos. 358, 358/1 to 12 of



Village Malad and CTS No.524, 524/1 to 14 of Village-Kurar, Taluka Borivali
in the registration district and sub-district of Mumbai City and Mumbai
suburban together with structures standing thereon, situate, lying and
being at Daftary Road, Malad (E), Mumbai-400 097:

On or towards East : By F. P. No. 25 & 26

On or towards West : By F. P. No. 20

On or towards South : By F. P. No. 22A

On or towards North : By 18.30 meter wide D. P. Road

Dated this 01st day of March, 2019.

Advocate



YOGESH D. BANDAL

B.Com, LL.B.

Advocate High Court

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