

# Khushal Shesherao Jadhavar

B.A.L.L.B

## ADVOCATE HIGH COURT

Saithirth Co-op. Housing Society 203, Second Floor Jaihind Colony, Gupte Road  
Dombivali (West) Cell: 9833540711 / 9619609679

27<sup>th</sup> July 2017

Messrs. Kashish Park Realtors  
Kashish Park, FGP Complex,  
LBS Marg, Naupada,  
Thane 400 604.

### TITLE CERTIFICATE

Dear Sirs,

Re: Investigation of title to the portions of lands bearing City Survey Nos.2 to 21, 37, 38, 39 and 40 (part), all of Village Naupada, Taluka and District Thane owned by FGP Ltd. (Formerly known as Fibre Glass Pilkington Limited) and on which you are presently constructing Tower - B.

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The above lands belong to FGP Ltd.

2. By diverse Agreements FGP Ltd. had authorized one Ladam Homes Ltd. to construct on portions of the captioned lands buildings to the extent of the areas stipulated in the said Agreements.
3. The said Ladam Homes Ltd. has pursuant to such Agreements constructed on the captioned lands thirteen buildings / wings numbered B1/S1 to B1/S3, B1/L4, B2/M11 to B2/M18 and B2/L5 admeasuring in the aggregate 1,04,546.640sq.ft., i.e. 9712.71 sq.mtrs. built-up area of construction and sold premises therein to third parties on 'ownership' basis.
4. By another set of Agreements, also executed by FGP Ltd. in favour of one Kashish Park Realty Pvt. Ltd. ("**KPRPL**") FGP Ltd. granted to KPRPL the right to construct buildings to the extent as therein specified and also authorized them to sell the same on 'ownership' basis to interested third parties. KPRPL has pursuant to such Agreements constructed on portions of the captioned lands twenty-four buildings / wings, numbered A1/M1 to A1/M10, A1/ MN1 to

A1/MN5, A1/MN9, A1/MN10, A1/L1 to A1/L3 and B3/LXN1 to B3/LXN4, admeasuring in the aggregate 314,609.96 sq.ft., i.e. 29,228.25 sq.mtrs. built-up area of construction and sold premises therein also to third parties on 'ownership' basis.

5. The Owner has thereafter by an Agreement dated 3<sup>rd</sup> December 2003 executed in your favour granted to you right and authority to develop FSI on portions of the captioned lands for the consideration and on the terms and conditions therein set forth and recorded. Subsequent thereto, FGP Ltd. in modification of the Agreement dated 3<sup>rd</sup> December 2003 executed First Supplemental Agreement dated 7<sup>th</sup> January 2005 by which the Owner agreed to sell FSI to the extent of 9851.81 sq. mtrs. together with the captioned lands, and authorized you to develop the captioned lands, by constructing thereon buildings and consuming the same in accordance with the amended plans or any other plans as may be approved by the Thane Municipal Corporation. The said Agreement also provided that, after execution of the Power of Attorney therein referred to, as agreed to be executed by the Owner in your favour, you shall be at liberty to deal with the captioned lands with any other person and in any manner howsoever, without any objection or interference whatsoever from FGP Ltd. The said Agreement also provided that if any other form of development in the form of FSI or otherwise is permitted in addition to the FSI on the captioned lands or any part thereof, the same shall also belong to you alone, and you shall be entitled to use the same in such manner as you may deem fit. The Agreement also authorized you to acquire and utilize TDR from time to time on the captioned lands in such manner as you may deem fit. As contemplated and provided in the said First Supplemental Agreement dated 7<sup>th</sup> January 2005, FGP has on the same date made and executed in your favour an irrevocable Power of Attorney granting to you right and authority to do the various acts and exercise the various powers and authorities thereby conferred, and to do all other acts necessary or expedient for registering the Conveyance. The said Power of Attorney is registered at the Thane Sub-Registry under Serial No. TNN1/02187 of 2005.

6. Pursuant to the aforesaid Agreement you have constructed on portions of the captioned lands three buildings/wings numbered MN6, MN7 and MN8, and sold premises therein to third parties on 'ownership' basis.
7. You have also constructed on another portion of the captioned lands a building comprising of stilt and a podium and one of two buildings, viz. Tower – A comprising of stilt (at the podium level) and 16 upper floors and sold premises therein to third parties on 'ownership' basis.
8. You are now constructing Tower – B adjoining and alongside Tower – A.
9. In this context you have requested me to investigate and certify the title of the Owners and your right and entitlement to construct and sell premises in Tower–B. I have caused search to be conducted in the Offices of the Sub-Registrar of Assurances at Thane and Mumbai for 30 years.
10. I have studied and examined the copies of the documents executed by the Owner (i) in favour of the said Ladam Homes Ltd., (ii) in favour of the said KPRPL and (iii) in your favour. I have also studied the various sanctions and approvals obtained by you.
11. I have also examined copies of Agreements executed by the said Ladam Homes Ltd. in respect of the buildings constructed by it, the said KPRPL in respect of the buildings constructed by it and you in respect of the buildings already previously constructed by you, all on the captioned lands.
12. You have, through the Owners, transferred an area of 5673.39sq.mtrs. towards and on account of Recreation Ground and an area of 4302sq.mtrs. towards amenity space and additional amenity space to the Municipal Corporation of the City of Thane to the Municipal Corporation of the City of Thane.
13. I have taken an online search of the captioned lands insofar as it relates to the portions comprising Tower – A and Tower – B. I record that I have not come

across anything during the course of search adversely affecting the title of FGP Ltd. or your right to develop and construct Tower – B in the manner authorized to you under the Agreements executed in your favour by FGP Ltd.

14. There are no proceedings concerning touching or affecting your right or authority to carry on and complete the construction of Tower B and sell premises therein in the manner you are otherwise entitled to do in law. There are also no orders of injunction restraining or preventing you in any manner from developing and selling premises in Tower B.

15. You have made and executed a Declaration recording and confirming that you have not offered the captioned lands as security for payment of any monies or for performance of any obligation. Further, save and except the above suit, you have confirmed that there are no other proceedings concerning touching or affecting the portions on which Tower – B is to be constructed by you.

16. In the circumstances, having regard to the record and relying on the Declaration made by you as aforesaid, I certify that the right of FGP Ltd. to the captioned lands is, subject to the rights granted by it to Ladam Homes Ltd., KPRPL and yourselves, clear and marketable and further your right and entitlement to construct Tower–B and sell premises therein is also clear and marketable and free from encumbrances and you are entitled to do so in your own right.

Dated this 27<sup>th</sup> day of July 2017.

Yours truly,



(Khushal Shesherao Jadhavar)  
Advocate