

AMEE DHARMADHIKARI

Advocate, B.A. LL.B.

uploaded .

301, 3rd Floor, Plot No. 139, Road No. 6, Abhinav Nagar, Borivali(East), Mumbai 400 066

Contact: 9821711881, Email:- amee.dharmadhihari@gmail.com

TITLE CERTIFICATE

Sub: All that piece and parcel of land bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No.42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293 (pt.) (now bearing new CTS No. **282/1 to 9** admeasuring in aggregate 7869.30 sq.mts by virtue of Amalgamation and Subdivision Order of the Collector) and situated at the junction of Ashok Nagar and Jayraj Nagar, off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District (the Project Land).

I have investigated the title of the said plot on the request of SUMIT WOODS LTD. a company incorporated under the provisions of the Companies Act 2013 and having its registered office at B-1101 Express Zone, Western Express Highway, Diagonally Opp. Oberoi Mall, Malad (E) , Mumbai 400 097 being the Developers :-

1) Description of the Plot :

All that piece and parcel of land bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No.42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293 (pt.) (now bearing new **CTS No. 282/1 to 9** admeasuring in aggregate 7869.30 sq.mts by virtue of Amalgamation and Subdivision Order of the Collector) and situated at the junction of Ashok Nagar and Jayraj Nagar, off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District (the Project Land)

2) Documents of Allotment of plot:

- a. Agreement dated 10.05.1968 duly registered with the Sub Registrar of Assurances at Bandra - 6 under Serial No. 412/2002, read with Deed of Modification/Supplemental Agreement dated 09.12.1988 and registered with the Sub Registrar of Assurances at Bandra under Serial No. P/9442/88 dated 12.12.1988; made and executed by and between Mr. Kishore Udhavdas Ramchandani, therein referred to as the Vendor of One Part and Mr. Narayan RAMACHANDRAN therein referred to as the Purchaser of the Other Part
- b. Indenture of Conveyance dated 30.01.2002 duly stamped and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/700/26/2002 made by and between Mr. Kishore Udhavdas Ramchandani, therein referred to as the Vendor of the One Part and (1) Mr. Narayan Ramachandran and (2) Mrs. Pushpa Ramachandran therein collectively referred to as the Purchasers of the Other Part
- c. Agreement dated 19th January 1966 registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR/6/1142/2002 read with Deed of Modification/ Supplemental Agreement dated 17th April 1987 registered with the Sub Registrar of Assurances at Bandra under Serial No. ADJ/1515/2002, Shri. Issardas Tolaram Mulani therein referred to as the Vendor and Shri. Narayan Ramachandran therein referred to as the Purchaser
- d. Agreement dated 11th August 1970 registered with the Sub Registrar of Assurances at Bandra under Serial No. ADJ/1346/62 read with Deed of Modification/ Supplemental Agreement dated 9th December 1988 and registered with the Sub Registrar of Assurances at Bandra under Serial No. P/9446, Shri. Shankardas Devandas Ramchandani therein referred to as the Vendor and Shri. Narayan Ramachandran therein referred to as the Purchaser
- e. Indenture of Conveyance dated 30th January, 2002 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/699/20/2002 made by and between one Shri Shankardas Devandas Ramchandani therein referred to as "the Vendor" of the One Part and (1) Shri. Narayan Ramachandran and (2) Smt. Pushpa Ramachandran therein referred to as "the Purchasers" of the other part
- f. Indenture of Conveyance dated 2nd March 2002 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/1408/29/2002 made by and between Shri. Issardas Tolaram Mulani, therein referred



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to as 'the Vendor' of the One Part and (1) Shri. N. Ramachandran and (2) Smt. Pushpa Ramachandran therein referred to as "the Purchasers" of the other part.

- g. Development Agreement dated 04.08.2003 duly stamped and registered with the Sub-Registrar of Assurances at Bandra -6 under Serial No. 6851/2003 read with Supplemental Agreement and Writing dated 15.04.2019 duly stamped and registered with the Sub-Registrar of Assurances at Bandra - 4 under Serial No. 5538/2019, executed by and between Mr. Narayan Ramachandran and Mrs. Pushpa Ramachandran, therein referred to as the Owners and M/s. KMR Associates therein referred to as the Developers of the Other Part.
- h. Renounce - Cum - Release Deed dated 25.10.2016 duly stamped and registered with the Sub - Registrar of Assurances at Mumbai under Serial No. BRL - 5/11069/2016.
- i. Deed of Conveyance dated 28th July, 2022 duly stamped and registered on 28th July, 2022 registered with the Sub-Registrar of Assurances at Serial No. BRL-910676/2022, made and executed by and between Mr. Rajesh Nandkumar Kadam as the Vendor of One Part and (i) Mr. Santosh Ramachandran, (ii) Mr. Shekhar Ramachandran, (iii) Ms. Vidhya Ramachandran and (iv) M/s. Pushpa Ramachandran Family Trust; collectively referred to as the Purchasers of the Other Part.
- j. Joint Development Agreement dated 8th September 2022 duly registered with Sub- Registrar of Assurances at Borivali-7 at Sr. No. 12415 of 2022 on 8th September 2022.
- k. Power of Attorney dated 8th September 2022 duly registered with Sub- Registrar of Assurances at Borivali-7 at Sr. No. 12419 on 8th September 2022.

3) Property Card dated 6th August 2022.

4) Search Report dated 23rd October 2023 through search clerk Mr. Ganesh Gawde for a period of 60 years i.e.1964 to 2023.

5) LITIGATION : NIL.

6) On perusal of the above mentioned documents and all other relevant documents relating to title of the said property in my opinion, based on the documents perused as aforesaid, subject to the development rights granted in favour of(1) KMR Associates vide Development Agreement dated 04.08.2003 read with Supplemental Agreement and Writing dated 15.04.2019 and (2) Sumit Woods Ltd. in respect thereof under the Joint Development Agreement dated 8th September 2022, the title of the Owners namely MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST is clear and marketable, and free from all encumbrances and subject to the registration of the project with MahaRERA, Sumit Woods Ltd. is entitled to sell/deal with their share of the saleable component in the buildings to be constructed on the Project Land in accordance with the provisions of the Joint Development Agreement dated 8th September 2022 and the applicable law and permissions.

Owners of the aforesaid plot are MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST

The report reflecting the flow of the title of the Owners/Developers on the said plot is enclosed herewith as annexure.

Encl: Annexure

Date:- 04.03.2024

(Amee Dharmadikari)

Advocate

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Advocate



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ANNEXURE

1. At the instance of my client **SUMIT WOODS LIMITED**, a company incorporated under the provisions of the Companies Act 2013 and having its registered office at B-1101 Express Zone, Western Express Highway, Diagonally Opp. Oberoi Mall, Malad (E), Mumbai 400 097 I have investigated the title of the Project Land.
2. I have taken the following steps in investigation of the title in respect of the Project Land -
 - (i) Perused photocopies of the documents of title more particularly set out hereunder;
 - (ii) Taken inspection of the original documents of title more particularly set out in the **Schedule** hereunder written;
 - (iii) Caused public notice to be issued in two newspapers in circulation in Mumbai; and
 - (iv) Perused the search report in respect of the searches taken of the records maintained in the Offices of the Talathi and Sub-Registrar of Assurances.
3. A perusal of the documents of title of the Project Land, more particularly described hereunder written, shows as under:
 - a. One, Mr. Kishore Udhavdas Ramchandani was absolutely entitled and as such seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of agricultural land admeasuring 6148.70 Sq. Mtrs., as per P.R. Cards bearing Survey No. 42, Hissa No 1 & 2C and bearing City Survey No. 283, 284 and 293 of Village - Borivali, Taluka - Borivali, Mumbai Suburban (hereinafter referred to as the **“said First Property”**).
 - b. By virtue of an Agreement dated 10.05.1968 duly registered with the Sub Registrar of Assurances at Bandra - 6 under Serial No. 412/2002, read with Deed of Modification/Supplemental Agreement dated 09.12.1988 and registered with the Sub Registrar of Assurances at Bandra under Serial No. P/9442/88 dated 12.12.1988; made and executed by and between Mr. Kishore Udhavdas Ramchandani, therein referred to as the Vendor of One Part and Mr. Narayan RAMACHANDRAN therein referred to as the Purchaser of the Other Part; wherein the Vendor therein agreed to sell, transfer and assign and the Purchaser therein agreed to purchase and acquire all the right, title and interest of the Vendor in the said First Property, for such consideration and on the terms and conditions more particularly stated therein.
 - c. Thereafter, by and vide an Indenture of Conveyance dated 30.01.2002 duly stamped and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/700/26/2002 made by and between Mr. Kishore Udhavdas Ramchandani, therein referred to as the Vendor of the One Part and (1) Mr. Narayan Ramachandran and (2) Mrs. Pushpa Ramachandran therein collectively referred to as the Purchasers of the Other Part; wherein the Vendor therein sold, transferred, assured and conveyed on to the Purchasers therein all the right title and interest in the First Property for such consideration and terms and conditions as more particularly specified therein.
 - d. One Shri. Shankardas Devandas Ramchandani and Shri. Issardas Tolaram Mulani were the equal co-owners and tenants in common each having one half share, right title and interest and as such seized and possessed of and well and sufficiently entitled to all that piece and parcel of agricultural land bearing Survey No. 42 Hissa 2 (part) corresponding to CTS No. 285 together with structures thereon and situate lying and being at Dharamdas Road, Naitodi, Borivali in the Registration Sub-District of Bandra, District Bombay Suburban, Greater Bombay (hereinafter referred to as the **“said Excluded Property”**);



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- e. By and under a registered Agreement dated 19th January 1966 registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR/6/1142/2002 read with Deed of Modification/ Supplemental Agreement dated 17th April 1987 registered with the Sub Registrar of Assurances at Bandra under Serial No. ADJ/1515/2002, Shri. Issardas Tolaram Mulani therein referred to as the Vendor and Shri. Narayan Ramachandran therein referred to as the Purchaser, the Vendor therein agreed to sell, transfer and assign and the Purchaser therein agreed to purchase and acquire the one half share right title and interest of the Vendor therein in the Excluded Property and on the terms and conditions more particularly stated therein;
- f. By and under Agreement dated 11th August 1970 registered with the Sub Registrar of Assurances at Bandra under Serial No. ADJ/1346/62 read with Deed of Modification/ Supplemental Agreement dated 9th December 1988 and registered with the Sub Registrar of Assurances at Bandra under Serial No. P/9446, Shri. Shankardas Devandas Ramchandani therein referred to as the Vendor and Shri. Narayan Ramachandran therein referred to as the Purchaser, the Vendor therein agreed to sell, transfer and assign and the Purchaser agreed to purchase and acquire the balance remaining one half share, right title and interest of the Vendor therein in the Excluded Property for consideration and on the terms and conditions more particularly stated therein;
- g. By an Indenture of Conveyance dated 30th January, 2002 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/699/20/2002 made by and between one Shri Shankardas Devandas Ramchandani therein referred to as "the Vendor" of the One Part and (1) Shri. Narayan Ramachandran and (2) Smt. Pushpa Ramachandran therein referred to as "the Purchasers" of the other part, the Vendor therein sold, transferred assured and conveyed unto the Purchasers therein and the Purchasers therein purchased and acquired one-half undivided share right title and interest in the Excluded Property upon the terms and conditions and subject to the covenants more particularly stated therein;
- h. By an Indenture of Conveyance dated 2nd March 2002 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-6/1408/29/2002 made by and between Shri. Issardas Tolaram Mulani, therein referred to as 'the Vendor' of the One Part and (1) Shri. N. Ramachandran and (2) Smt. Pushpa Ramachandran therein referred to as "the Purchasers" of the other part, the Vendor therein sold, transferred assured and conveyed and the Purchasers therein purchased and acquired one-half undivided share right title and interest in the Excluded Property upon the terms and conditions more particularly stated therein;
- i. By and vide an Development Agreement dated 04.08.2003 duly stamped and registered with the Sub-Registrar of Assurances at Bandra -6 under Serial No. 6851/2003 read with Supplemental Agreement and Writing dated 15.04.2019 duly stamped and registered with the Sub-Registrar of Assurances at Bandra -4 under Serial No. 5538/2019, executed by and between Mr. Narayan Ramachandran and Mrs. Pushpa Ramachandran, therein referred to as the Owners and M/s. KMR Associates therein referred to as the Developers of the Other Part, wherein the Owners therein granted and assigned development rights unto the Developers therein in respect of the said First Property and Excluded Property, for consideration and upon the terms and conditions more particularly stated therein.
- j. Pursuant to the Development Agreement dated 04.08.2003 read with Supplemental Agreement and Writing dated 15.04.2019, the "KMR Associates" proposed to develop the said First Property and Excluded Property in phase-wise manner and they developed the Excluded Property viz. all that piece



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and parcel of land admeasuring 3220.5 Sq. Mtrs., bearing Survey No. 42, Hissa No 2 (part) and bearing CTS No. 285 and situated at the junction of Ashok Nagar and Jayraj Nagar, off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District.

- k. The said "KMR Associates" had obtained all necessary approval and permission and have developed the said Excluded Property and have obtained Occupation Certificate dated 23.10.2012 under Ref No. CHE/9132/BP(WS)/AR in respect of the building already constructed on the said Excluded Property
- l. One Mr. Nandkumar Ramchandra Kadam along with one Mrs. Pushpa RAMACHANDRAN were seized and possessed of and/or otherwise well and sufficiently and jointly entitled to all that piece and parcel of land admeasuring 1995.1 Sq. Mtrs. as per P.R. Card having CTS No. 282 corresponding Survey No. 41 Hissa No. 6 of Village - Borivali, Taluka - Borivali, Mumbai, Suburban District (hereinafter referred to as the "said Second Property").
- m. Mr. Nandkumar Ramchandra Kadam died intestate without any will on 21.05.2016 at Mumbai leaving behind his two sons, (1) Mr. Ulhas Nandkuamr Kadam and (2) Mr. Rajesh Nandkumar Kadam and one married daughter, Mrs. Nayana Vijay Chavan Nee Ms. Nayana Nandkuamr Kadam as the only legal heirs and successor in his estate.
- n. Thereafter, by and vide Renounce - Cum - Release Deed dated 25.10.2016 duly stamped and registered with the Sub - Registrar of Assurances at Mumbai under Serial No. BRL - 5/11069/2016, wherein (1) Mr. Ulhas Nandkumar Kadam and (2) Mrs. Nayana Vijay Chavan referred to as the Releasors of the One part and Mr. Rajesh Nandkumar Kadam referred to as the Releasee of the Other part, wherein the Releasors have released their respective 33.33% i.e. 1/3rd share each (thus totally Two third share) rights, title and interest in respect of 50% share of Nandkumar Kadam in the said Second Property to the Releasee therein i.e., Mr. Rajesh Nandkumar Kadam.
- o. By and vide a Deed of Conveyance dated 28th July, 2022 duly stamped and registered on 28th July, 2022 registered with the Sub-Registrar of Assurances at Serial No. BRL-910676/2022, made and executed by and between Mr. Rajesh Nandkumar Kadam as the Vendor of One Part and (i) Mr. Santosh Ramachandran, (ii) Mr. Shekhar Ramachandran, (iii) Ms. Vidhya Ramachandran and (iv) M/s. Pushpa Ramachandran Family Trust; collectively referred to as the Purchasers of the Other Part, wherein the Vendor therein sold, transferred, assured and conveyed on to the Purchasers therein his 50% right title and interest in the Second Property for such consideration and terms and conditions as more particularly specified therein.
- p. Accordingly, MRS. PUSHPA RAMACHANDRAN is the owner of absolutely entitled and as such seized and possessed of and otherwise well and sufficiently entitled to 50% right, title and interest in the said Second Property and MRS. VIDHYA RAMACHANDRAN , MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN and M/s. PUSHPA RAMACHANDRAN FAMILY TRUST are the owners of, absolutely entitled and as such seized and possessed of and otherwise well and sufficiently entitled to the other 50% right, title and interest in the said Second Property.
- q. The said First Property, the Excluded Property and the Second Property shall wherever hereinafter collectively mentioned, shall be referred to as the said "Entire Property".
- r. The said Entire Property (excluding the said Excluded Property) being all that piece and parcel of land admeasuring 8143.80 Sq. Meters as per Property Card, bearing Survey No. 42, Hissa No 1 and 2C and bearing C.T.S. No. 282, 283, 284, and 293 of the plot situated, lying and being at junction of Ashok



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Nagar and Jayraj Nagar, off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District is hereinafter referred to as said "Larger Property".

- s. The said Larger Property is partly reserved for development plan road, partly for Recreation Ground (RG) and partly is under Residential Zone.
- t. Out of the said Larger Property, the Owners namely MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST have retained with themselves the exclusive right over the portion of land falling under D.P. Road being all that piece and parcel of land admeasuring 2058.9 Sq. Mtrs. as per City Survey Remarks of the plot on land bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No. 42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293(pt) situated at junction of Ashok Nagar and Jayraj Nagar, Off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District (hereinafter referred to as the "said Retained Property").
- u. The portion of said Larger Property excluding the Retained property being all that piece and parcel of land admeasuring 6084.90 sq.mtrs. of the plot bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No. 42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293 (pt.) and situated at the junction of Ashok Nagar and Jayraj Nagar, Off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District (hereinafter referred to as the "said Property").
- v. Accordingly, "KMR Associates and the Owners namely MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST have become entitled to develop the said Larger Property respectively, by utilizing and consuming the plot F.S.I. as is made available including by way of loading of T.D.R. F.S.I. as may be permissible as per building regulation and Development Control and Promotions Regulations, 2034 ("DCPR") or such modification thereto as may be made from time to time.
- w. Sumit Woods Ltd. (The Developers) have entered into a Joint Development Agreement dated 8th September 2022 duly registered with the Sub Registrar of Assurances at Borivali-7 bearing registration No. 12415 of 2022 with "KMR Associates and the Owners namely MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST for the development of property being all that piece and parcel of land admeasuring 6084.90 sq.mtrs. of the plot bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No. 42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293 (pt.) and situated at the junction of Ashok Nagar and Jayraj Nagar, Off. Chandavarkar Road, Borivali Village, Taluka and District Borivali, Mumbai Suburban District on the terms and conditions and for the consideration therein mentioned.
- x. By virtue of Amalgamation and Subdivision Order of the Collector dated 30th May 2023 bearing No. C/Office-7B/Sub Division/SRB-5954 the aforesaid land bearing Survey No. 41, Hissa No. 6 bearing CTS No. 282(pt) and Survey No. 42, Hissa No 2 (part) and bearing CTS No. 283 (pt.), 284(pt.) and 293 (pt.) is amalgamated and thereafter subdivided and is now bearing CTS. Nos. 282/1 to 9 admeasuring in aggregate 7869.30 sq.mts (hereinafter referred to as the "said Project Land").
- y. In the circumstances, by virtue of the aforesaid events and documents my clients namely SUMIT WOODS LTD. have been validly appointed as developers in respect of the said Project Land in accordance with

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the provisions of the Development Control Rules and are entitled to develop the said Project Land as per DCPR 2034 and sell their entitlement to any person as deemed fit by them at their sole discretion.

4. I have also published Public Notices dated 6th September 2023 with regards to the Project Land in the Free Press Journal, an English daily newspaper and in Navshakti, a Marathi daily newspaper (both appearing on 6th September 2023) inviting claims/objections from the members of the general public with respect to the Project Land, to which I have received claims/objections of Shri. Shashikant Sitaram Junnarkar which has been duly replied to by the Advocates of M/s. KMR Associates as irrelevant and unsubstantiated.
5. Independent searches have been taken through search clerk Mr. Ganesh Gawde for a period of 60 years i.e. from 1964 to 2023 and on taking such search no mortgages/encumbrances are found registered with respect to the Project Land. There is no notice of lis pendens registered in respect of the Project Land.
6. In my opinion, based on the documents perused and subject to the aforesaid the title of the Owners namely MRS. PUSHPA RAMACHANDRAN, MR. KARUMBUR M. RAMACHANDRAN alias N. RAMACHANDRAN, MRS. VIDHYA RAMACHANDRAN, MR. SANTOSH RAMACHANDRAN, MR. SHEKHAR RAMACHANDRAN, M/s. PUSHPA RAMACHANDRAN FAMILY TRUST to the Project Land is clear and marketable, and free from all encumbrances and subject to the registration of the project with Maha RERA, Sumit Woods Limited is entitled to sell/deal with their entitlement under the Joint Development Agreement dated 8th September 2022 in the buildings to be constructed on the Project Land in accordance with the provisions of the Joint Development Agreement dated 8th September 2022 and the applicable law and permissions.

The Schedule Referred To Above

(List of original documents of title inspected)

1. Joint Development Agreement dated 8th September 2022 bearing registration No.12415;
2. The Power of Attorney dated 8th September 2022 bearing registration No.12420
3. Search Report dated 23rd October 2023;
4. Property Card dated 6th August 2022.

Dated this 4th day of March, 2024

(Amee Dharmadhihari)

