



**Uday Kulkarni** B. Com. LL B.  
(Advocate & Notary)  
Senior Partner

**Adv. Vishal Kulkarni**  
B.S.L., L.L.M (U.K.)  
Partner

**Adv. Yogin Kulkarni**  
B. Com. LL.B.  
Partner

**FORMAT - A**

To,  
MahaRERA,  
6<sup>th</sup> & 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (E), Mumbai- 400051.

**LEGAL TITLE REPORT**

Sub: Title clearance Certificate with respect to property bearing CTS No. 641/7 [S. No. 18/1A/2/4 (Old S. No. 18/7 + 8A/2/4)] admeasuring 4026 sq. mtrs., CTS No. 641/12 [S. No. 18/1A/1 (Old S.No.18/7 + 8A/1)] admeasuring 7500 sq. mtrs. and CTS No. 758/6 (P) [Old S. No. 21/2/1A(Part)] admeasuring 5220 sq. mtrs. admeasuring in aggregate 16746 sq. mtrs. as per revenue records and admeasuring in aggregate 14418.75 sq. mtrs. as per demarcation lying, being and situate at Village Kondhwa Khurd, within the limits of Pune Municipal Corporation, Pune and within the limits of District Pune and within registration limits of Sub-Registrar Haveli registered, District Pune (hereinafter referred as the **said land**).

**We have investigated the title of the said land at the request of our Client i.e. Promoter - M/S. ANKIT ENTERPRISES and have verified the documents which are mentioned hereunder;**

- 1) Description of property:** All that piece and parcel of the property bearing CTS No. 641/7 [S. No. 18/1A/2/4 (Old S. No. 18/7 +





8A/2/4)] admeasuring 4026 sq. mtrs., CTS No. 641/12 [S. No. 18/1A/1 (Old S.No.18/7 + 8A/1)] admeasuring 7500 sq. mtrs. and CTS No. 758/6 (P) [Old S. No. 21/2/1A(Part)] admeasuring 5220 sq. mtrs. admeasuring in aggregate 16746 sq. mtrs. as per revenue records and admeasuring in aggregate 14418.75 sq. mtrs. as per demarcation lying, being and situate at Village Kondhwa Khurd, within the limits of Pune Municipal Corporation, Pune and within the limits of District Pune and within registration limits of Sub-Registrar Haveli registered, District Pune (hereinafter referred as the said land).

**2) The documents of allotment of land:**

**1) A) CTS NO. 758/6 (P) [OLD S. NO. 21/2/1A (PART)  
ADMEASURING 5220 SQ. MTRS.,]**

The total area of the said S. No. was 00 Hector 90 Ares and originally the said entire land belonged to or was owned by late Mahrum Bayaramji Rustomji Irani, who died on 14.09.1941 leaving behind him his last Will and Testament. The trustees and executors of the said deceased viz Mrs. F.R.Irani & Mr. R. B. Irani, conveyed, sold and transferred the said land to and in favour of Smt. Jijabai Shripati Babar by a Deed of Sale dated 27<sup>th</sup> August 1951 which is registered at the office of Sub-Registrar Haveli No. I, at Serial No. 1681. Thus the said Jijabai S. Babar, became sole and exclusive owner of the said property. The said Smt. Jijabai S. Babar agreed to sell part of the said land admeasuring about 86 Are, to one Mr. Huseinali N. Somji & Mrs. Malti Yogesh Karia & entered into an agreement with them on 17<sup>th</sup> May 1989 on the terms and conditions stated therein. Thereafter the





said Mr. Husainali Somji agreed to sell and assign all his rights, benefits and privileges acquired by him by virtue of aforesaid agreement to and in favour of Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta as per Assignment Agreement dated 15<sup>th</sup> November 1989 and Mrs. Malti Karia became Consenting Party to the said agreement of assignment, as she had waived, relinquished and disclaimed her rights in the said property, in favour of Mr. Huseinali N. Somji.

In the meantime, there was a dispute between the said original owner Smt. Jijabai S. Babar & Mehtas which was amicably settled and compromised, as per the terms of compromise decree passed in R.C.S. No. 1587/95 & as per the said decree the said Smt. Jijabai S. Babar admitted receipt of payment of purchase consideration and the possession and rights of Mr. Huseinali N. Somji & Mehtas. We have gone through the said decree & order and satisfied with the then rights of the said MR. HUSAINALI N. SOMJI & MR. & MRS. MEHTA.

Thereafter, the said Mr. & Mrs. Mehta agreed to sell, transfer and assign their rights, benefits and privileges in respect of the part of the said land admeasuring about 5220 sq. mtrs. to Mr. Rajesh A. Patil & Others and accordingly the said Smt. Jijabai S. Babar alongwith her son, executed ten separate sale deeds in favour of Mr. Rajesh A. Patil & Other nine ( whose names have been given in the caption of the report) on 20<sup>th</sup> February 2001 which are registered at the office of Sub-Registrar Haveli No. III at Sr. No. 1408 to 1412 & 1417 to 1420. We have gone through the said Sale Deeds wherein the said Mr. Vijaykumar D. Mehta & his wife Mrs. Shakuntala Mehta are made Consenting Party for consideration. Thus said Mr. Rajesh Patil &





Other nine became sole and exclusive owners of the said property, each having 1/10<sup>th</sup> undivided share.

The aforesaid sale deeds were executed by Mr. Ritesh Mehta, the duly Constituted Attorney of Smt. Jijabai S. Babar & Vittal Shripati Babar. Therefore the said original owners executed a 'Deed of Consent' on 3.4.2001 which is registered at the Office of Sub Registrar Haveli No. III at Sr. No. 2595 and they have admitted and confirmed the said Sale Deeds, ownership and possession of the above ten different individual owners.

**B) CTS NO. 641/12 [S. NO. 18/1A/1 (OLD S. NO. 18/7 +8A/1)**

**ADMEASURING 0 HECTOR 75 ARES]**

The said land originally belonged to one late Bhivaji Lonkar as the absolute owner. After his death, his three sons, namely Mr. Balaji, Mr. Dnyanoba & Mr. Sopan Bhiva Lonkar, got partitioned all their ancestral properties by metes and bounds, on 1.12.1953 and as per the said actual partition, the said land came to the exclusive share of Mr. Sopan Bhivaji Lonkar as the absolute owner. The said partition is recorded in the record of rights by mutation entry No. 986. The said Sopan Bhivaji Lonkar personally cultivated the said land till 1988. In the year 1989, the said Sopan Bhivaji Lonkar agreed to sell the said land to one Mr. Huseinali N. Somji & entered into an agreement with him on 21.12.1989, on the terms and conditions stated therein. The said Mr. Huseinali N. Somji, agreed to sell, transfer and assign his rights, benefits and privileges in the said land to Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta as per their assignment agreement





dated 12.12.1990 for the consideration, which he received in full from the Mehtas.

Thereafter the said Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta agreed to sell and transfer their rights, privileges in the said property to Mr. Rajesh A. Patil & Other 13 persons, by causing original owner/s to sign 14 separate sale deeds.

The said owner Mr. Sopan Bhivaji Lonkar executed 14 sale deeds in the name of Mr. Rajesh A. Patil & Other 13 (whose names have been given in caption of the report) all dated 20<sup>th</sup> February 2001 and which are registered at the office of Sub Registrar Haveli III at Sr. Nos. 1398 to 1407 and 1413 to 1416. We have seen the original sale deeds, extracts of Index II, and satisfied with the same. In the all aforesaid 14 sale deeds executed by the owner Mr. Sopan Bhivaji Lonkar, the said Mr. & Mrs. Mehta have joined as the Consenting Party for the consideration, which is Partly paid and partly to be paid to them as per terms and conditions of the said sale deeds.

As stated hereinabove, the said land is purchased by Mr. Rajesh A. Patil & Other 13, by above referred 14 Sale deeds, which were executed by Mr. Ritesh Mehta, the duly constituted attorney of Mr. Sopan Bhivaji Lonkar. Therefore, the said original owner Mr. Sopan Bhivaji Lonkar signed and executed Deed of Consent on 14<sup>th</sup> March 2001, which is registered at the Office of Sub-Registrar Haveli No. III at Sr. No. 2014 whereby he has confirmed the contents of all above 14 sale deeds and the absolute ownership & possession of above referred 14 persons.





**C) CTS. NO. 641/7 [S. NO. 18/1A/2/4 (S. NO. 18/7 + 8A/2/4) ADMEASURING 4026 SQ. MTRS.]**

The said S. No., before family partition, was bearing Sub-Hissa No. 1 and the total area of the said land was 00 Hector 75 Ares. However, after sub-divisions, now the said Sub-Hissa Number is renumbered as Hissa No. 4, having area 4026 sq.mtrs. we have restricted our Search to the extent of area, which is owned and possessed by the present owners. Therefore we do not feel it necessary to refer more details of other sub-divisions and devolution of title thereto.

The said land originally belonged to Dnyanoba Bhiva Lonkar, as the sole and absolute owner, as he got the same, in their family partition which took place on 1<sup>st</sup> December 1953, as his separated and divided land. The said partition is mutated in the Record of Rights under Mutation Entry No. 986. The said Mr. Dnyanoba Lonkar was cultivating the said land alongwith his sons and he got entered their names on 7/12 extracts. The said Mr. Dnyanoba B. Lonkar, alongwith his family members i.e. co-sharers, decided to sell or dispose of the said land to Mr. Husainali Somji & entered into an agreement with him on 28.6.82 and 18.3.1986. The said agreements were re-confirmed by all the owners of the said land on 21.12.1989. Thereafter, the said Mr. Huseinali N. Somji agreed to assign all his rights, benefits and privileges acquired by him by virtue of aforesaid agreements to Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta by three assignment agreements dated 5.3.1990 and 1.3.1997. We have seen and inspected the said original agreements and assignments





and the same were for the areas admeasuring 20 Ares, 10 Ares and 10 Ares respectively.

Thereafter, the said Mr. & Mrs. Mehta agreed to sell and transfer their rights in the said property and agreed to cause the original owners to execute, conveyances in favour of Mr. Rajesh A. Patil & Other 8 in respect of the said land & accordingly executed 9 sale deeds in favour of the said Mr. Rajesh A. Patil & other 8 (Whose names have been given in the caption of the report) all dated 20<sup>th</sup> February 2001, which are registered at the office of Sub-Registrar Haveli III at Sr. No. 1408 to 1412 and 1417 to 1420. We have inspected all the original sale deeds and extracts of Index II. In the said sale deeds said Mr. & Mrs. Mehta became Consenting Party for the consideration, which they have partly received and partly to be received, subject to the certain compliance, as mentioned in the said Sale Deeds.

The aforesaid 9 Sale Deeds were executed by Mr. Ritesh Mehta, the duly constituted Attorney of the original owners. However, all the original owners subsequently signed and executed Deed of Consent on 20.04.2001, which is registered at the office of Sub-Registrar Haveli III at Sr. No. 3057 confirming the said 9 sale deeds, ownership & possession of the said Mr. Rajesh A. Patil & Others, who are having 1/9<sup>th</sup> undivided share each in the said land.

- 2) From the all above transactions, which are stated in 1A, 1B, 1C the aforesaid lands, which are adjacent to each other and form one block, have been purchased by the aforesaid 14 different individuals having specified undivided share therein (as defined in the respective Sale Deeds) and thus the said 14 owners, own and possess the said land in





common. From all above referred Sale Deeds it is seen that all previous agreement holders and original owners have been paid their entire amount of purchase price. It is further observed from the said sale deeds that the Consenting Party has already transferred, sold and assigned their rights in the said property by joining in all the sale deeds, have not reserved any right of whatsoever nature in respect of the said land, though they are yet to receive part of their consideration. The said Consenting Party has further signed and executed 3 deeds of Declaration & Indemnity all dated 20.02.2001 along with the aforesaid Sale Deeds and have agreed to indemnify and keep indemnified all purchasers of the said land against all suits, claims, demands etc., if any. The said Indemnities are quite satisfactory and have wide coverage.

- 3) From all above registered Deeds and documents, the subject property is owned and possessed by the following persons, each having defined undivided share therein, as under :

Sr.No	Name of the Owners	Individual's undivided share in the land (in Sq. mtrs.)		
		1A (S. No. 21/2/1A Part) CTS NOS. 758/6	1B (18/7 + 8A/1) 641/12	1C (18/7+8A/2/4) 641/7
1	MR. RAJESH A. PATIL	522	535.75	447.34
2	MRS. SUNITA. R. PATIL	522	535.75	447.34
3	MR. M. D. KOLTE	522	535.75	447.34
4	MRS. S. M. KOLTE	522	535.75	447.34
5	MR. N. A. PATIL	522	535.75	447.34
6	MRS. V. N. PATIL	522	535.75	447.34





7	MR. S. B. PATIL	522	535.75	447.34
8	MRS. L. S. PATIL	522	535.75	447.34
9	P. D. BHOLE	522	535.75	447.34
10	MRS. S.R.CHOUDHARI	NIL	535.75	NIL
11	MRS. J. P. BHOLE	522	535.75	NIL
12	MR. D. R. PATIL	NIL	535.75	NIL
13	MR. S. D. BHOLE	NIL	535.75	NIL
14	MRS. SHASHIKALA. R. PATIL	NIL	535.75	NIL
		<u>5220</u>	<u>7500</u>	<u>4026</u>
		Sq.Mtrs.	Sq.Mtrs.	Sq.mtrs.

- 4) The details of lands and its' respective owners are given hereinabove in Para 3. Accordingly, the said three pieces and parcel of land are held by 14 different owners, each having respective undivided share. Out of all above land owners, (1) Mr. Rajesh A. Patil (2) Mr. Milind D. Kolte (3) Mr. Naresh A. Patil & (4) Mrs. Sunita M. Kolte are the Partners of M/S Ankit Enterprises, the registered Partnership Firm, registered under Indian Partnership Act 1938, having it's place of business at 'City Point', Dhole Patil Road, Pune : 411 001 and the said partners brought their respective undivided shares in the said land in the said firm, as their further capital contribution by executing declaration in that behalf and the remaining owners executed Development Agreements in respect of their undivided shares in the said land, in favour of the said M/S Ankit Enterprises, which are duly stamped and registered at the Office of Sub-Registrar Haveli III. The Dates & Registration numbers of the said Agreements are given as under :

- A) CTS No. 641/12 [S. No. 18/1A/1 (Old S.No.18/7 + 8A/1)]  
ADMEASURING 00 HECTOR 75 ARES, KONDHAWA KHURD, PUNE

<u>Sr. No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq. mtrs.</u>
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1	MR. RAJESH A. PATIL	Brought as Capital	---	535.75
2	MR. MILIND D. KOLTE	Brought as Capital	---	535.75
3	MR. NARESH A. PATIL	Brought as Capital	---	535.75
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	535.75
5	MRS. SUNITA R. PATIL	22.05.2001	4380/2001	535.75
6	MRS. VANDANA N. PATIL	19.05.2001	4385/2001	535.75
7	MR. SUDHIR B. PATIL	20.05.2001	4392/2001	535.75
8	MRS. LATA S. PATIL	22.05.2001	4393/2001	535.75
9	MR. PRADEEP D. BHOLE	22.05.2001	4390/2001	535.75
10	MRS. J. P. BHOLE	23.05.2001	4389/2001	535.75
11	MR. SANDEEP D. BHOLE	24.05.2001	4391/2001	535.75
12	MR. DINESH R. PATIL	24.05.2001	4395/2001	535.75
13	SMT. SHASHIKALA R. PATIL	25.05.2001	4394/2001	535.75
14	MRS. S. R. CHOUDHARI	25.05.2001	4399/2001	535.75

TOTAL 7500.5

B) CTS No. 641/7 [S. No. 18/1A/2/4 (Old S. No. 18/7 + 8A/2/4)]  
ADMEASURING 00 HECTOR 40.26 ARES, KONDHAWA KHURD, PUNE

<u>Sr. No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq. mtrs.</u>
1	MR. RAJESH A. PATIL	Brought as Capital	---	447.34
2	MR. MILIND D. KOLTE	Brought as Capital	---	447.34
3	MR. NARESH A. PATIL	Brought as Capital	---	447.34
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	447.34
5	MRS. SUNITA R. PATIL	19.05.2001	4381/2001	447.34
6	MRS. VANDANA N. PATIL	19.05.2001	4384/2001	447.34
7	MR. SUDHIR B. PATIL	20.05.2001	4398/2001	447.34
8	MRS. LATA S. PATIL	20.05.2001	4400/2001	447.34
9	MR. PRADEEP D. BHOLE	22.05.2001	4388/2001	447.34
TOTAL				4026.06





C) CTS No. 758/6 (P) [OLD S. NO. 21/2/1A(Part)] ADMEASURING 00 HECTOR 52.20 ARES, KONDHAWA KHURD, PUNE

<u>Sr.No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq.mtrs.</u>
1	MR. RAJESH A. PATIL	Brought as Capital	---	522
2	MR. MILIND D. KOLTE	Brought as Capital	---	522
3	MR. NARESH A. PATIL	Brought as Capital	---	522
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	522
5	MRS. SUNITA R. PATIL	19.05.2001	4382/2001	522
6	MRS. VANDANA N. PATIL	19.05.2001	4383/2001	522
7	MR. SUDHIR B. PATIL	20.05.2001	4397/2001	522
8	MRS. LATA S. PATIL	20.05.2001	4396/2001	522
9	MR. PRADEEP D. BHOLE	22.05.2001	4386/2001	522
10	MRS. J. P. BHOLE	23.05.2001	4387/2001	522
TOTAL				5220

The said land is held by 14 different owners, each having respective undivided share. Out of all above land owners, (1) Mr. Rajesh A. Patil (2) Mr. Milind D. Kolte (3) Mr. Naresh A. Patil & (4) Mrs. Sunita M. Kolte are the Partners of M/S Ankit Enterprises, the registered Partnership Firm, registered under Indian Partnership Act 1938, having it's place of business at 'City Point', Dhole Patil Road, Pune : 411 001 and the said partners brought their respective undivided shares in the said land in the said firm, as their further capital contribution by executing declaration in that behalf and the remaining owners executed Development Agreements in respect of their undivided shares in the said land, in favour of the said M/S Ankit Enterprises, which are duly stamped and registered at the Office of Sub-Registrar Haveli III.





- 3) **Property Cards** issued by City Survey Office, Pune on 24/09/2024 have been examined.
- 4) We have taken Searches at the Sub-registrar Office as well as we have conducted online search for the last 30 years from 1995, till date.
- 2) On perusal of documents and all other relevant documents relating to title of the said land, we are of the opinion that the title of Owners Mr. Rajesh Patil and others is clean, clear and marketable and which is without any encumbrances of whatsoever nature and the said Promoter – M/S. Ankit Enterprises has got absolute right and full Power to develop the said land, construct buildings thereon as per duly sanctioned building plans and to sell all proposed Superstructures.

**Owners of the land:**

1. RAJESH A. PATIL
2. MRS. SUNITA R. PATIL
3. MILIND D. KOLTE
4. MRS. S. M. KOLTE
5. MR. NARESH A PATIL
6. MRS. V. N. PATIL
7. MR. S. B. PATIL
8. MRS. L. S. PATIL
9. MR. P. D. BHOLE
10. MRS. S. R CHOUDHARI
11. MRS. J.P. BHOLE
12. MR. D.R. PATIL
13. MR. S. D. BHOLE
14. MRS. SHASHIKALA R. PATIL





**3) Qualifying comment:**

The said M/S ANKIT ENTERPRISES is developing the entire said land as per duly sanctioned building plans, the said M/S. ANKIT ENTERPRISES has got absolute right to develop the said land, being the Promoter of the said project.

- Encl.: 1. Search & Title Report 16/08/2001  
2. Supplementary Search & Title Report 13/09/2013  
3. Supplementary Search & Title Report 28/12/2016  
4. Supplementary Search & Title Report 09/02/2018  
5. Supplementary Search & Title Report 08/10/2020  
6. Supplementary Search & Title Report 15/09/2023  
7. Supplementary Search & Title Report 11/02/2025  
8. Search Receipt

Date: 11/02/2025



For **UDK & ASSOCIATES**

**ADV. VISHAL KULKARNI**



**CHALLAN**  
**MTR Form Number-6**



<b>GRN</b> MH015959104202425P	<b>BARCODE</b>	<b>Date</b> 11/02/2025-15:32:14	<b>Form ID</b>
<b>Department</b> Inspector General Of Registration		<b>Payer Details</b>	
<b>Search Fee</b>		<b>TAX ID / TAN (If Any)</b>	
<b>Type of Payment</b> Other Items		<b>PAN No.(If Applicable)</b>	
<b>Office Name</b> HVL12_HAVELI 12 JOINT SUB REGISTRAR		<b>Full Name</b>	Adv Manoj Dilip Kumbhar
<b>Location</b> PUNE			
<b>Year</b> 2024-2025 From 16/09/2023 To 11/02/2025		<b>Flat/Block No.</b>	201B, City Bay
<b>Account Head Details</b>		<b>Premises/Building</b>	
0030072201 SEARCH FEE	<b>Amount In Rs.</b> 150.00	<b>Road/Street</b>	Boat Club Road
		<b>Area/Locality</b>	Pune
		<b>Town/City/District</b>	
		<b>PIN</b>	4 1 1 0 0 1
		<b>Remarks (If Any)</b>	
		SEARCH FEES FOR 3 YEARS OF CTS NO 641 P; 758 P SITUATE AT	
		VILLAGE KONDHAWA KH., TAL HAVELI DIST PUNE	
		<b>Amount In</b>	One Hundred Fifty Rupees Only
<b>Total</b>	150.00	<b>Words</b>	
<b>Payment Details</b> SBIEPAY PAYMENT GATEWAY		<b>FOR USE IN RECEIVING BANK</b>	
<b>Cheque-DD Details</b>		<b>Bank CIN</b>	10000502025021106033
		<b>Ref. No.</b>	4401165682248
<b>Cheque/DD No.</b>		<b>Bank Date</b>	11/02/2025-15:32:26
		<b>RBI Date</b>	Not Verified with RBI
<b>Name of Bank</b>		<b>Bank-Branch</b>	SBIEPAY PAYMENT GATEWAY
<b>Name of Branch</b>		<b>Scroll No. , Date</b>	Not Verified with Scroll

Department ID :

Mobile No. : 9881655099

**NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document**

सदर चालान 'टाइप ऑफ पेमेंट' मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.



**Uday Kulkarni** B. Com. LL.B.  
(Advocate & Notary)  
Senior Partner

**Adv. Vishal Kulkarni**  
B.S.L., LL.M (U.K.)  
Partner

**Adv. Yogin Kulkarni**  
B. Com. LL.B.  
Partner

**FORMAT -A**

**FLOW OF THE TITLE OF THE SAID LAND**

Sr. No.

- 1) Property Cards as on 24/09/2024 of application for registration.
- 2) Mutation Entry Nos. 576 & 579.
- 3) We have caused Searches for last 30 years from 1995 till date in the Sub-Registrar office at Haveli, Pune and we have not found any transaction/s other than which are mentioned in Search & Title Report issued by Adv. Uday D. Kulkarni on 16/08/2001 and our Supplementary Search & Title Reports dated 13/09/2013, 28/12/2016, 09/02/2018, 08/10/2020, 15/09/2023 and 11/02/2025 respectively.

**4) FLOW OF TITLE:**

- 1) **A) CTS NO. 758/6 (P) [OLD S. NO. 21/2/1A (PART) ADMEASURING 5220 SQ. MTRS.,]**

The total area of the said S. No. was 00 Hector 90 Ares and originally the said entire land belonged to or was owned by late Mahrum Bayaramji Rustomji Irani, who died on 14.09.1941 leaving behind him his last Will and Testament. The trustees and executors of the said deceased viz Mrs. F.R. Irani & Mr. R. B. Irani, conveyed, sold and transferred the said land to and in favour of Smt. Jijabai Shripati Babar by a Deed of Sale dated 27<sup>th</sup> August 1951 which is registered at the office of Sub-Registrar Haveli No. I, at Serial No. 1681. Thus the said Jijabai S. Babar, became sole and exclusive owner of the said property. The said Smt. Jijabai S. Babar agreed to sell part of the said land admeasuring about 86 Are, to one Mr. Huseinali N. Somji & Mrs. Malti Yogesh Karia & entered into an agreement with them on 17<sup>th</sup> May 1989 on the terms and





entered into an agreement with them on 17<sup>th</sup> May 1989 on the terms and conditions stated therein. Thereafter the said Mr. Husainali Somji agreed to sell and assign all his rights, benefits and privileges acquired by him by virtue of aforesaid agreement to and in favour of Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta as per Assignment Agreement dated 15<sup>th</sup> November 1989 and Mrs. Malti Karia became Consenting Party to the said agreement of assignment, as she had waived, relinquished and disclaimed her rights in the said property, in favour of Mr. Huseinali N. Somji.

In the meantime, there was a dispute between the said original owner Smt. Jijabai S. Babar & Mehtas which was amicably settled and compromised, as per the terms of compromise decree passed in R.C.S. No. 1587/95 & as per the said decree the said Smt. Jijabai S. Babar admitted receipt of payment of purchase consideration and the possession and rights of Mr. Huseinali N. Somji & Mehtas. We have gone through the said decree & order and satisfied with the then rights of the said MR. HUSAINALI N. SOMJI & MR. & MRS. MEHTA.

Thereafter, the said Mr. & Mrs. Mehta agreed to sell, transfer and assign their rights, benefits and privileges in respect of the part of the said land admeasuring about 5220 sq. mtrs. to Mr. Rajesh A. Patil & Others and accordingly the said Smt. Jijabai S. Babar alongwith her son, executed ten separate sale deeds in favour of Mr. Rajesh A. Patil & Other nine (whose names have been given in the caption of the report) on 20<sup>th</sup> February 2001 which are registered at the office of Sub-Registrar Haveli





No. III at Sr. No. 1408 to 1412 & 1417 to 1420. We have gone through the said Sale Deeds wherein the said Mr. Vijaykumar D. Mehta & his wife Mrs. Shakuntala Mehta are made Consenting Party for consideration. Thus said Mr. Rajesh Patil & Other nine became sole and exclusive owners of the said property, each having 1/10<sup>th</sup> undivided share.

The aforesaid sale deeds were executed by Mr. Ritesh Mehta, the duly Constituted Attorney of Smt. Jijabai S. Babar & Vittal Shripati Babar. Therefore, the said original owners executed a 'Deed of Consent' on 3.4.2001 which is registered at the Office of Sub Registrar Haveli No. III at Sr. No. 2595 and they have admitted and confirmed the said Sale Deeds, ownership and possession of the above ten different individual owners.

**B) CTS NO. 641/12 [S. NO. 18/1A/1 (OLD S. NO. 18/7 +8A/1)  
ADMEASURING 0 HECTOR 75 ARES]**

The said land originally belonged to one late Bhivaji Lonkar as the absolute owner. After his death, his three sons, namely Mr. Balaji, Mr. Dnyanoba & Mr. Sopan Bhiva Lonkar, got partitioned all their ancestral properties by metes and bounds, on 1.12.1953 and as per the said actual partition, the said land came to the exclusive share of Mr. Sopan Bhivaji Lonkar as the absolute owner. The said partition is recorded in the record of rights by mutation entry No. 986. The said Sopan Bhivaji Lonkar personally cultivated the said land till 1988. In the year 1989, the said Sopan Bhivaji Lonkar agreed to sell the said land to one Mr. Huseinali N. Somji & entered into an agreement with him on 21.12.1989, on the terms and conditions stated therein. The said Mr. Huseinali N.





Somji, agreed to sell, transfer and assign his rights, benefits and privileges in the said land to Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta as per their assignment agreement dated 12.12.1990 for the consideration, which he received in full from the Mehtas.

Thereafter the said Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta agreed to sell and transfer their rights, privileges in the said property to Mr. Rajesh A. Patil & Other 13 persons, by causing original owner/s to sign 14 separate sale deeds.

The said owner Mr. Sopan Bhivaji Lonkar executed 14 sale deeds in the name of Mr. Rajesh A. Patil & Other 13 (whose names have been given in caption of the report) all dated 20<sup>th</sup> February 2001 and which are registered at the office of Sub Registrar Haveli III at Sr. Nos. 1398 to 1407 and 1413 to 1416. We have seen the original sale deeds, extracts of Index II, and satisfied with the same. In the all aforesaid 14 sale deeds executed by the owner Mr. Sopan Bhivaji Lonkar, the said Mr. & Mrs. Mehta have joined as the Consenting Party for the consideration, which is Partly paid and partly to be paid to them as per terms and conditions of the said sale deeds.

As stated hereinabove, the said land is purchased by Mr. Rajesh A. Patil & Other 13, by above referred 14 Sale deeds, which were executed by Mr. Ritesh Mehta, the duly constituted attorney of Mr. Sopan Bhivaji Lonkar. Therefore, the said original owner Mr. Sopan





2001, which is registered at the Office of Sub-Registrar Haveli No. III at Sr. No. 2014 whereby he has confirmed the contents of all above 14 sale deeds and the absolute ownership & possession of above referred 14 persons.

**C) CTS. NO. 641/7 [S. NO. 18/1A/2/4 (S. NO. 18/7 + 8A/2/4)  
ADMEASURING 4026 SQ. MTRS.]**

The said S. No., before family partition, was bearing Sub-Hissa No. 1 and the total area of the said land was 00 Hector 75 Ares. However, after sub-divisions, now the said Sub-Hissa Number is renumbered as Hissa No. 4, having area 4026 sq.mtrs. we have restricted our Search to the extent of area, which is owned and possessed by the present owners. Therefore, we do not feel it necessary to refer more details of other sub-divisions and devolution of title thereto.

The said land originally belonged to Dnynoba Bhiva Lonkar, as the sole and absolute owner, as he got the same, in their family partition which took place on 1<sup>st</sup> December 1953, as his separated and divided land. The said partition is mutated in the Record of Rights under Mutation Entry No. 986. The said Mr. Dnynoba Lonkar was cultivating the said land alongwith his sons and he got entered their names on 7/12 extracts. The said Mr. Dnynoba B. Lonkar, alongwith his family members i.e. co-sharers, decided to sell or dispose of the said land to Mr. Husainali Somji & entered into an agreement with him on 28.6.82 and 18.3.1986. The said agreements were re-confirmed by all the owners of the said land on 21.12.1989. Thereafter, the said Mr. Huseinali N. Somji





agreed to assign all his rights, benefits and privileges acquired by him by virtue of aforesaid agreements to Mr. Vijaykumar D. Mehta & Mrs. Shakuntala V. Mehta by three assignment agreements dated 5.3.1990 and 1.3.1997. We have seen and inspected the said original agreements and assignments and the same were for the areas admeasuring 20 Ares, 10 Ares and 10 Ares respectively.

Thereafter, the said Mr. & Mrs. Mehta agreed to sell and transfer their rights in the said property and agreed to cause the original owners to execute, conveyances in favour of Mr. Rajesh A. Patil & Other 8 in respect of the said land & accordingly executed 9 sale deeds in favour of the said Mr. Rajesh A. Patil & other 8 (Whose names have been given in the caption of the report) all dated 20<sup>th</sup> February 2001, which are registered at the office of Sub-Registrar Haveli III at Sr. No. 1408 to 1412 and 1417 to 1420. We have inspected all the original sale deeds and extracts of Index II. In the said sale deeds said Mr. & Mrs. Mehta became Consenting Party for the consideration, which they have partly received and partly to be received, subject to the certain compliance, as mentioned in the said Sale Deeds.

The aforesaid 9 Sale Deeds were executed by Mr. Ritesh Mehta, the duly constituted Attorney of the original owners. However, all the original owners subsequently signed and executed Deed of Consent on 20.04.2001, which is registered at the office of Sub-Registrar Haveli III at Sr. No. 3057 confirming the said 9 sale deeds, ownership & possession of





the said Mr. Rajesh A. Patil & Others, who are having 1/9<sup>th</sup> undivided share each in the said land.

2) From the all above transactions, which are stated in 1A, 1B, 1C the aforesaid lands, which are adjacent to each other and form one block, have been purchased by the aforesaid 14 different individuals having specified undivided share therein (as defined in the respective Sale Deeds) and thus the said 14 owners, own and possess the said land in common. From all above referred Sale Deeds it is seen that all previous agreement holders and original owners have been paid their entire amount of purchase price. It is further observed from the said sale deeds that the Consenting Party has already transferred, sold and assigned their rights in the said property by joining in all the sale deeds, have not reserved any right of whatsoever nature in respect of the said land, though they are yet to receive part of their consideration. The said Consenting Party has further signed and executed 3 deeds of Declaration & Indemnity all dated 20.02.2001 along with the aforesaid Sale Deeds and have agreed to indemnify and keep indemnified all purchasers of the said land against all suits, claims, demands etc., if any. The said Indemnities are quite satisfactory and have wide coverage.

3) From all above registered Deeds and documents, the subject property is owned and possessed by the following persons, each having defined undivided share therein, as under :

<u>Sr.No</u>	<u>Name of the Owners</u>	Individual's undivided share in the land (in Sq. mtrs.)
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1A                      1B                      1C  
(S. No. 21/2/1A Part) (18/7 + 8A/1) (18/7+8A/2/4)  
CTS NOS. 758/6                      641/12                      641/7

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1	MR. RAJESH A. PATIL	522	535.75	447.34
2	MRS. SUNITA. R. PATIL	522	535.75	447.34
3	MR. M. D. KOLTE	522	535.75	447.34
4	MRS. S. M. KOLTE	522	535.75	447.34
5	MR. N. A. PATIL	522	535.75	447.34
6	MRS. V. N. PATIL	522	535.75	447.34
7	MR. S. B. PATIL	522	535.75	447.34
8	MRS. L. S. PATIL	522	535.75	447.34
9	P. D. BHOLE	522	535.75	447.34
10	MRS. S.R.CHOUDHARI	NIL	535.75	NIL
11	MRS. J. P. BHOLE	522	535.75	NIL
12	MR. D. R. PATIL	NIL	535.75	NIL
13	MR. S. D. BHOLE	NIL	535.75	NIL
14	MRS. SHASHIKALA. R. PATIL	NIL	535.75	NIL
		<u>5220</u>	<u>7500</u>	<u>4026</u>
		Sq.Mtrs.	Sq.Mtrs.	Sq.mtrs.

- 4) The details of lands and its' respective owners are given hereinabove in Para 3. Accordingly, the said three pieces and parcel of land are held by 14 different owners, each having respective undivided share. Out of all above land owners, (1) Mr. Rajesh A. Patil (2) Mr. Milind D. Kolte (3) Mr. Naresh A. Patil & (4) Mrs. Sunita M. Kolte are the Partners of M/S Ankit Enterprises, the registered Partnership Firm, registered under Indian Partnership Act 1938, having it's place of business at 'City Point', Dhole Patil Road, Pune : 411 001 and the said partners brought their respective undivided shares in the said land in the said firm, as their further capital contribution by executing declaration in that behalf and the remaining owners executed Development Agreements in respect of their undivided shares in the said land, in favour of the said M/S Ankit





Enterprises, which are duly stamped and registered at the Office of Sub-Registrar Haveli III. The Dates & Registration numbers of the said Agreements are given as under :

A) CTS No. 641/12 [S. No. 18/1A/1 (Old S.No.18/7 + 8A/1)]  
ADMEASURING 00 HECTOR 75 ARES, KONDHAWA KHURD, PUNE

<u>Sr. No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq. mtrs.</u>
1	MR. RAJESH A. PATIL	Brought as Capital	---	535.75
2	MR. MILIND D. KOLTE	Brought as Capital	---	535.75
3	MR. NARESH A. PATIL	Brought as Capital	---	535.75
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	535.75
5	MRS. SUNITA R. PATIL	22.05.2001	4380/2001	535.75
6	MRS. VANDANA N. PATIL	19.05.2001	4385/2001	535.75
7	MR. SUDHIR B. PATIL	20.05.2001	4392/2001	535.75
8	MRS. LATA S. PATIL	22.05.2001	4393/2001	535.75
9	MR. PRADEEP D. BHOLE	22.05.2001	4390/2001	535.75
10	MRS. J. P. BHOLE	23.05.2001	4389/2001	535.75
11	MR. SANDEEP D. BHOLE	24.05.2001	4391/2001	535.75
12	MR. DINESH R. PATIL	24.05.2001	4395/2001	535.75
13	SMT. SHASHIKALA R. PATIL	25.05.2001	4394/2001	535.75
14	MRS. S. R. CHOUDHARI	25.05.2001	4399/2001	535.75
TOTAL				7500.5

B) CTS No. 641/7 [S. No. 18/1A/2/4 (Old S. No. 18/7 + 8A/2/4)]  
ADMEASURING 00 HECTOR 40.26 ARES, KONDHAWA KHURD, PUNE

<u>Sr. No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq. mtrs.</u>
1	MR. RAJESH A. PATIL	Brought as Capital	---	447.34
2	MR. MILIND D. KOLTE	Brought as Capital	---	447.34





3	MR. NARESH A. PATIL	Brought as Capital	---	447.34
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	447.34
5	MRS. SUNITA R. PATIL	19.05.2001	4381/2001	447.34
6	MRS. VANDANA N. PATIL	19.05.2001	4384/2001	447.34
7	MR. SUDHIR B. PATIL	20.05.2001	4398/2001	447.34
8	MRS. LATA S. PATIL	20.05.2001	4400/2001	447.34
9	MR. PRADEEP D. BHOLE	22.05.2001	4388/2001	447.34

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**TOTAL** 4026.06

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C) CTS No. 758/6 (P) [OLD S. NO. 21/2/1A(Part)] ADMEASURING 00 HECTOR 52.20 ARES, KONDHAWA KHURD, PUNE

<u>Sr.No.</u>	<u>Name of the Owners</u>	<u>Date of Agreement</u>	<u>Registration No.</u>	<u>Area in sq.mtrs.</u>
1	MR. RAJESH A. PATIL	Brought as Capital	---	522
2	MR. MILIND D. KOLTE	Brought as Capital	---	522
3	MR. NARESH A. PATIL	Brought as Capital	---	522
4	MRS. SUNITA M. KOLTE	Brought as Capital	---	522
5	MRS. SUNITA R. PATIL	19.05.2001	4382/2001	522
6	MRS. VANDANA N. PATIL	19.05.2001	4383/2001	522
7	MR. SUDHIR B. PATIL	20.05.2001	4397/2001	522
8	MRS. LATA S. PATIL	20.05.2001	4396/2001	522
9	MR. PRADEEP D. BHOLE	22.05.2001	4386/2001	522
10	MRS. J. P. BHOLE	23.05.2001	4387/2001	522

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**TOTAL** 5220

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The said land is held by 14 different owners, each having respective undivided share. Out of all above land owners, (1) Mr. Rajesh A. Patil (2) Mr. Milind D. Kolte (3) Mr. Naresh A. Patil & (4) Mrs. Sunita M. Kolte are the Partners of M/S Ankit Enterprises, the registered





Partnership Firm, registered under Indian Partnership Act 1938, having its place of business at 'City Point', Dhole Patil Road, Pune : 411 001 and the said partners brought their respective undivided shares in the said land in the said firm, as their further capital contribution by executing declaration in that behalf and the remaining owners executed Development Agreements in respect of their undivided shares in the said land, in favour of the said M/S Ankit Enterprises, which are duly stamped and registered at the Office of Sub-Registrar Haveli III.

**2) LITIGATIONS:**

We have been informed in writing that there are no litigations, claims, matter pending before the Hon'ble Civil Court pertaining to the said land. And as per our court search, we did not find any litigation in respect of the said land.

**3) ENCUMBRANCE:**

We have been informed that the present Promoter – M/S Ankit Enterprises has not availed any loan from any bank or financial institution, nor we have found any mortgage transaction in available registration record in respect of the said land.

Date: 11/02/2025



For **UDK & ASSOCIATES**

**ADV. VISHAL KULKARNI**