

## **DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT is made and executed at Pune on  
this \_\_\_\_ day of May, 2026.**

### **BETWEEN**

**1] MR. PIYUSH BHARATBHAI MODI**

AGE: 38 YEARS, OCC: - Service

**PAN: AXZPM5738R**

Residing at: Flat No. 402, Omkar Bliss, Radheswari Nagar, Bakori Road, Wagholi, Pune, Maharashtra, Pin Code - 412207.

**2] MRS. SOWMYA PIYUSH MODI**

AGE: 38 YEARS, OCC: - Service

**PAN: EBUPS7362J**

Residing at: Flat No. 701, Devshree Benito, Ugat Canal Road, Vaishnodevi Char Rasta, Jahangirabad, Surat City, Gujrat, Pin Code - 395005.

Hereinafter collectively referred to as '**VENDORS / SELLERS**'

[which expression unless repugnant to the context or meaning thereof shall mean and include its partners, their respective heirs, executors, administrators and assigns] .... **of the FIRST PART**

### **AND**

**1] MR. PANCHAL SHUBHAM ARVIND**

Age: 25 years, Occ: Service

**PAN: EGTPA9358C**

Residing at: At. Ajambad, Post. Kerwadi, Parbhani, Maharashtra, Pin Code - 431720.

**2] MRS. NAMRATA SHUBHAM PANCHAL**

Age: 27 years, Occ: Service

**PAN: DVTPB2024L**

Residing at: Survey No. 8, Jabulkar Floor, Netaji Nagar, Yashwant Nagar, Yerwada, Pune, Maharashtra, Pin Code - 411006.

Hereinafter collectively referred to as '**PURCHASERS**'

[which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators, representatives and assigns] .... **of the SECOND PART**

**WHEREAS:**

A. THE VENDORS/SELLERS are the absolute owner and are seized, possessed of or otherwise well sufficiently entitled to the property in possession and enjoyment of the more fully described in the schedule hereunder and hereafter called the "SAID FLAT" which is more particularly described in "SCHEDULE PROPERTY".

B. WHEREAS, the builder had got the approvals from the concerned authority(s) original NA Order no. NA / SR / IV / 559 / 2014 dated 05/12/2014 which consist the said flat.

- C. WHEREAS, the builder had got the approvals from the concerned authority(s) to the plans, the specifications, elevations, and sections and of the building/s and after completion of construction developer has obtain the Completion Certificate bearing no. PHA / Mou. Wagholi / Gat No. 849 to 854 Bhu. Kra. 12 / Pra. Kra. 1979 dated 03/11/2015 from consent government Authority, which consist the said flat.
- D. WHEREAS, the builder and members have formed Society under bearing no. PNA / PNA (5) / HSG / (TC) / 17320 / 2015 - 16 dated 14/01/2016 which consist the said flat
- E. The property more fully described in the schedule hereunder is the self-acquired property of the VENDORS/SELLERS who purchased the same from **DINESH BHAGWAN SHAHANI** and others (Land Owner, Developers, Promoters & Builders) by virtue of **Agreement to sale** dated **04/11/2015**, Which has been registered in the office of the Sub- Registrar **Haveli No. 2** Pune vide its Serial No. **8506/2015** and had handed over the peaceful possession of the said SCHEDULE PROPERTY.
- F. The VENDORS/SELLERS are the absolute owner of the property and he/she/they have been enjoying the same with absolute right and he/she/they have clear and marketable title to the Schedule Property and accordingly they have full right to dispose of the Schedule Property to any intended purchaser as they think fit and proper.

- G. The VENDORS/SELLERS for some just and sufficient reasons; has decided to sell the property more fully described in the Schedule hereunder, and the PURCHASERS has offered to purchase the same.
- H. The VENDORS/SELLERS assured the PURCHASERS that he/she/they have paid all outgoings including rates, cesses assessments taxes, and all other dues in respect of said flat till the day of execution of these presents and they do hereby indemnify and henceforth will keep always indemnified the PURCHASERS against any claim made for any period prior to the date of execution of these presents.
- I. The VENDORS/SELLERS offered to sell, transfer and assign all their rights, title and interest in respect of the said schedule property in favour of the PURCHASERS for a **Total consideration of Rs. 26,75,000/- (Rupees Twenty-Six Lakh Seventy-Five Thousand Only)** and the PURCHASERS herein has agreed to purchase the same for the aforesaid consideration.
- J. The entire amount of **Total consideration of Rs. 26,75,000/- (Rupees Twenty-Six Lakh Seventy-Five Thousand Only)** having been received by the VENDORS / SELLERS from the PURCHASERS as detailed mention below in Schedule of payment and the
- K. VENDORS/SELLERS has granted, delivered and handed over the actual physical vacant and peaceful possession of the said flat to the PURCHASERS and PURCHASERS have received and accepted the

same from the VENDORS/SELLERS at the time collecting DD from bank.

**NOW THIS SALE DEED AGREEMENT WITNESSETH AND IT IS  
MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Sale consideration of the Said Flat is fixed at **Total consideration of Rs. 26,75,000/- (Rupees Twenty-Six Lakh Seventy-Five Thousand Only)** VENDORS/SELLERS doth hereby admit, acknowledge, acquit, release and discharge the PURCHASERS from making further payment thereof.
2. In **Total consideration of Rs. 26,75,000/- (Rupees Twenty-Six Lakh Seventy-Five Thousand Only)** which is paid by the PURCHASERS to the VENDORS/SELLERS as detailed mention below in Schedule of payment and VENDORS / SELLERS does hereby have transfer / convey / sell / assign and grant all his rights title, and interest etc. in respect of said flat along with the possession, society membership, and all other rights in respect of the said flat unto and in favor of the PURCHASERS absolutely and forever.
3. The total agreed consideration of the said flat is paid by the PURCHASERS to the VENDORS/SELLERS as detailed mention below in Schedule of payment. The VENDORS / SELLERS here by admits and acknowledges the receipt of the agreed **Total consideration of Rs. 26,75,000/- (Rupees Twenty-Six Lakh Seventy-Five Thousand Only)** paid by the PURCHASERS to the VENDORS/SELLERS in full and final accord and no any sort of

complaint of payment of whatsoever nature is raised by the VENDORS/SELLERS with regard to any amount in respect of the said flat and no separate receipt is required in that said Flat behalf. The VENDORS/SELLERS confirms that the entire consideration is paid by the PURCHASERS to the VENDORS / SELLERS in aforesaid manner at the request of the VENDORS / SELLERS and the PURCHASERS are hereby discharged from same forever.

**SCHEDULE OF PAYMENT:**

---

Rs. 26,75,000 = 00      Paid by Cheque / DD ref no \_\_\_\_\_ of \_\_\_\_\_  
Bank, dated \_\_\_\_/05/2026 the receipt of which sum the  
SELLER hereby acknowledges.

---

**Rs. 26,75,000 = 00      Rupees Twenty-Six Lakh Seventy-Five  
Thousand Only.**

---

(The payment and receipt whereof the said VENDORS/SELLERS do hereby admit and acknowledge and do forever acquit release and discharge the said PURCHASERS subject to however realisation of the cheque/DD/Pay order.)

4. The VENDORS/SELLERS do hereby forever grant, convey, transfer and assure unto the PURCHASERS in actual, physical and vacant possession of the Said Flat more particularly described in the 'SCHEDULE' hereunder written to the Purchasers free from all encumbrances together with the fittings and fixtures to the said Flat and to HAVE AND TO HOLD the Said Flat and every part thereof

to the use and benefit of the PURCHASERS absolutely and FOREVER subject however to the payment of all rates, taxes and assessments now payable upon the Said Flat or which may become hereafter due and payable or impose by the Government or Local Authorities and the VENDORS/SELLERS do hereby covenant with PURCHASERS that they have good right and absolute power and authority to sell, transfer and convey the Said Flat to the use and benefit in the manner aforesaid and the PURCHASERS shall hereafter be entitled to all the rights, benefits and privileges attached to the Said Flat and to enjoy the benefit thereof as absolute Owners thereof without any disturbance or interruption from any person whatsoever acting, purporting to act for, on behalf of or in the name of the VENDORS/SELLERS.

5. That the property more fully described in the Schedule hereunder shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the VENDORS/SELLERS or any person claiming through or under him.
6. That the VENDORS/SELLERS has absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the VENDORS/SELLERS has not done anything or knowingly suffered anything whereby his right and power to sell and convey to the PURCHASER the property hereby conveyed
7. The VENDORS/SELLERS covenants with the PURCHASER that the VENDORS/SELLERS is fully entitled / competent to transfer /

sale / convey / assign all his rights , title and interest in respect of the said flat along with all rights etc. mentioned here in to the PURCHASER, The VENDORS/SELLERS also declares that said flat or any part thereof has neither been a subject matter of any acquisition / requisition order of any authority, nor the VENDORS/SELLERS has received any notice of acquisition / requisition, or reservation from any authority until today.

8. That the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the VENDORS/SELLERS shall discharge the same from and out of his own funds and keep the PURCHASER indemnified.
9. That the VENDORS/SELLERS hereby declares with the PURCHASER that the VENDORS/SELLERS has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the property more fully described in the Schedule hereunder up to the date of execution of this deed of assignment and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due to the earlier period, the same shall be discharged by the VENDORS/SELLERS.
10. That the VENDORS/SELLERS has handed over the vacant possession of the property more fully described in the Schedule hereunder to the PURCHASER at the time of collecting DD from bank. and delivered the connected original title document in respect of

the schedule mentioned property hereby conveyed on the date of execution of these presents.

11. The VENDORS/SELLERS under take to deliver all the original documents pertaining to the title and ownership of the flat to the PURCHASER and VENDORS/SELLERS hereby declares that the neither he or nor his legal heirs or family members or persons claiming through him shall be entitled to have any claim or interest in the said flat.

12. That the VENDORS/SELLERS will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein

13. That the VENDORS/SELLERS do hereby covenants and assures that the PURCHASER is entitled to have mutation of his name in all public records, local body in the name of the PURCHASER and undertakes to execute any deed in this respect.

14. The VENDORS/SELLERS further agrees, undertakes to sign all papers necessary for the transfer of the said flat, shares, membership, electricity meter, municipal tax receipt etc. in the name of the PURCHASER as and whenever it is required by the PURCHASER, and assured to the PURCHASER to co-operate for transferring the said flat in favor of PURCHASER and sign where it is necessary in the records of right with the concerned or competent authorities and the PURCHASER is entitled to mortgage said flat to any third party.

15. The VENDORS/SELLERS confirm and assure that they have obtained the permission to transfer of the said flat in the name of the PURCHASER from the builder, promoter and Society and therefore no other specific permission from the builder, promoter and Society at present is required.
16. The PURCHASER further agrees to observe and perform the terms and conditions mentioned in the agreement executed by the VENDORS/SELLERS and the stipulations contained therein on their part.
17. This Deed of assignment always in subject to the provisions of Maharashtra Ownership Apartment Act 1970 or Maharashtra Ownership Flat Act 1963 or Maharashtra Co Op society Act 1960 and the rules made there under from time to time.
18. The expenses such as Stamp duty, Registration fee, Advocate fee, and other incidental charges in connection with this final agreement or other transfer fees will be borne by the PURCHASER.
19. Both the parties do here to agree to execute, registered deed of correction or any other document necessary in case any mistake is noticed in contents of these presents or in the title documents of said flat that too without any delay and consideration.
20. Except where the context otherwise requires, references to one gender include all gender and the singular includes the plural and vice versa.

21. The recitals and all contents hereof form integral part of these presents and shall be read accordingly.

22. All the parties hereto and hereby agree that widest possible interpretation shall be given to these presents considering the real intention of the parties further agreed that if two more different interpretations are possible in respect of the present or anything contained herein then before choosing any of those interpretations regard must be had to the fact that the PURCHASER has paid the entire agreed consideration and has purchased said flat bona fide and in good faith relying on the said assurance given by the VENDORS/SELLERS.

23. The present Deed of assignment shall always remain binding upon all the parties hereto and their family members, legal heirs, executor's administrator assigns. Etc

24. The VENDORS/SELLERS confirm with the PURCHASERS that he/she has not entered into any agreement to sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.

25. The VENDORS/SELLERS covenant with the PURCHASERS that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.

26. The Government Market Value of the Said Flat as per Ready Reckoner is calculated at govt office which compared with actual Consideration value thereafter the Stamp Duty is paid on higher amount between

both and maximum limit of Registration fee is also paid as per the provisions of the Bombay Stamp Act Section 25 by Purchaser.

27. The VENDOR/SELLER confirm that his wife/her husband, sons and daughters or any other legal heirs are aware about this sale transaction and they do not have any objection for the same, if any of them raise any objection in future then VENDOR/SELLER will resolve that dispute with his own cost and indemnify PURCHASER from all such things forever.

28. The PURCHASERS herein have represented, assured and declared to the VENDORS/SELLERS that they are not debarred or disentitled from acquiring the said Schedule Flat under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under.

29. VENDORS/SELLERS agreed not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Schedule Property or any part thereof, or in or to the building in which said Schedule Property is situated.

### **SCHEDULE PROPERTY**

(Description of the Land)

All that piece and parcel of the land bearing PLOT No. 12 out of the joint layout of "RADHESHWARI NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED" bearing old Gat Nos. 850, 851, 852, 853, 854, and 855 (New Gat no. 849 to 854) and admeasuring 10,532 Sq. Ft. i.e.

978.75 Sq. Mtrs. total area admeasuring 12 Hectar 52 Ares (Including Pot Kharaba) and situated at Village WAGHOLI, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation. and which is bounded by as under

On or towards East: By 9 Mtr, Road,  
On or towards West: By Old Gat No. 861 Hissa No. 2B (New Gat No. 860/4)  
On or towards North: As per Sanctioned Layout Plot No. 1  
On or towards South: As per Sanctioned Layout Plot No. 13

(Description of the Flat)

All that piece and parcel of residential premises i.e. Flat No. "402" on the 4th floor admeasuring 37.38 Sq. mtrs (i.e 402 Sq. ft.) Carpet area together with attached terrace having area 5.69 Sq. mtrs (i.e 61 Sq. ft.), Dry balcony having area admeasuring 2.20 Sq. Mtrs. (i.e 24 Sq. ft.) plus One Covered Car Parking, in the Project known as "OMKAR BLISS" also known as "OMKAR BLISS CO - OPERATIVE HOUSING SOCIETY LIMITED" which is constructed on Gat No. 849 to 854, situated at Village Wagholi, Taluka Haveli, Dist. Pune - 412207 within the limits of Pune Municipal Corporation and within the revenue limits of Tehsil Haveli and Dist Pune.

On or towards East: By Lobby Ares and Flat no. 403,  
On or towards West: By Flat No. 401  
On or towards North: By Marginal Open Space  
On or towards South: By Marginal Open Space

**IN WITNESS WHEREOF THE VENDORS/SELLERS AND THE PURCHASERS HAVE SIGNED THIS DEED OF ASSIGNMENT AT PUNE ON THE DAY, MONTH AND THE YEAR HEREIN ABOVE MENTIONED IN THE PRESENCE OF THE WITNESSES:**

| Thumb<br>Impression | Photos of the<br>parties | Name and Signature Of the Parties                         |
|---------------------|--------------------------|-----------------------------------------------------------|
|                     |                          | 1. MR. PIYUSH BHARATBHAI MODI<br><u>VENDORS / SELLERS</u> |
|                     |                          | 2. MRS. SOWMYA PIYUSH MODI<br><u>VENDORS / SELLERS</u>    |
|                     |                          | 1. MR. PANCHAL SHUBHAM ARVIND<br><u>PURCHASERS</u>        |

|  |  |                                                                  |
|--|--|------------------------------------------------------------------|
|  |  | <p>2. MRS. NAMRATA SHUBHAM<br/>PANCHAL<br/><u>PURCHASERS</u></p> |
|--|--|------------------------------------------------------------------|

WITNESES

|                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| <p>Sign:-</p> <p>Name: -</p> <p>Add: -</p> | <p>Sign:-</p> <p>Name: -</p> <p>Add: -</p> |
|--------------------------------------------|--------------------------------------------|