

DEED OF ASSIGNMENT/TRANSFER

This **Deed of Assignment/Transfer** is made and executed at Pune on this day of **July, 2026**.

BETWEEN

Vilas Raghunath Badhe HUF

PAN : AALHV1092C Operating through its Karta

Mr. Jayesh Vilas Badhe

Age : - 41 years, Occupation: - Service,

Pan no : - ALWPB9262C, Mob. No. :

Aadhar No. : - 5652 8475 1497

Email :@gmail.com

R/at : - Flat No. 802, Vishakha Heights, Sane Guruji Nagar,
L. T. Road (Extension) Mulund East, Mumbai - 400081.

Hereinafter Referred To As “THE VENDOR/ASSIGNOR”

(Which expression shall unless it be repugnant to the context and meaning thereof shall mean include his legal heirs, Executors, Administrators, Assigners, Etc.)

----- **PARTY OF THE FIRST PART.**

AND

Mr. Edwin Jungchoo Chang

Age : - 43 years, Occupation : - Business ,

Pan no : - AEBPC7623J, Mob. No. -

Aadhar No. - : 3086 6876 3144

Email :@gmail.com

R/at : F 301, Marvel Ganga Sangria,
Mohammed Wadi, Undri, Pune - 411048.

Hereinafter Referred To As “THE PURCHASER/ASSIGNEE”

(Which expression shall unless it be repugnant to the context and meaning thereof shall mean include their legal heirs, Executors, Administrators, Assigners, Etc.)

----- **PARTY OF THE SECOND PART.**

WHEREAS Mr. Vilas Raghunath Badhe HUF operating through its karta Mr. Jayesh Vilas Badhe i.e. Vendors/Assignors herein are the owners of the property bearing **Shop No. 9 on Lower Ground Floor, admeasuring Carpet area about 19.80 Sq.mtrs. i.e. 213.13 Sq.ft. and along with Common general areas of the**

project admeasuring about 8.48 Sq.mtrs. i.e. 91.27 Sq.ft., alongwith One Covered Car Parking No. 83 located in Basement 2, in the Project known as Gera’s Imperium Alpha” and in the Society known as “Gera Imperium Alpha Premises Co.-Operative Society Ltd.”, constructed on Survey no. 64, Hissa No. 1 to 6, situated at Village: - Kharadi, Taluka:- Haveli, Dist:- Pune. (More particularly described in the Schedule “A” “B” and “C” written hereunder and hereinafter referred to as “said Shop”);

AND WHEREAS all that piece and parcel of the lands more particularly described in Schedule “A” written hereunder and situated at Taluka Haveli, District Pune, Village Kharadi and situated within the limits of Pune Municipal Corporation, are owned as given under :-

SURVEY No.	NAME OF THE OWNER	AREA
64/1	Sushilaben T. Suratwala	2 H. 90 R.
64/2	Thakordas N. Suratwala	2 H. 40 R.
64/3	Natwarlal N. Suratwala	2 H. 40 R.
64/4	Harilal N. Suratwala	2 H. 40 R.
64/5	Lalitaben H. Suratwala	2 H. 90 R.
64/6	Pushpaben N. Suratwala	2 H. 86 R.
	Total Land	15 H. 86R.

Hereinafter collectively referred to as the “ENTIRE LAND”, more particularly described in Schedule “A” written hereunder.

AND WHEREAS Gera Developments Pvt. i.e. Developer is a Private Limited Company registered under the Companies Act as per Incorporation Certificate No. U70102PN198PTC049303. Gera Realty India Pvt. Ltd is a private Limited Company incorporated as per the Companies Act as per the incorporation certificate dated 18/08/2006 bearing No. U70102PN2006PTC128916-2006-07. Thereafter name of Gera Realty India Pvt. Ltd. was changed to CPI-Gera Realty India Pvt. Ltd. and accordingly a fresh incorporation certificate of change of name was issued on 03/02/2007 to CPI-Gera Realty India Pvt. Ltd. thereafter again the name of CPI-Gera Realty India Pvt. Changed as Gera Realty India Pvt. Ltd as per Certificate of Incorporation of change of name dated 08/02/2016.

AND WHEREAS Gera Realty India Pvt. Ltd. filed the Company Scheme Petition bearing No. 518 of 2016 in the Hon'ble High Court of Bombay for the merger of Gera Realty India Pvt. Ltd into the Promoter i.e. Gera Developments Pvt. Ltd. The Hon'ble High Court of Bombay vide its Order dated 20/10/2016 was pleased to merge GERA REALTY INDIA PVT.LTD., into GERA DEVELOPMENTS PVT. LTD. This amalgamation was taken on record by the Ministry of Corporate Affairs, GOI-Company Services vide communication dated 18/01/2017.

AND WHEREAS as per 7/12 extract of the year 1977-78 the original S.No. 64 was owned by Ramchandra Babu Pathare and was later inherited by his heirs as per mutation entry 1540 on the 7/12.

AND WHEREAS that the said owners have purchased respective portion of Original Survey No. 64, Kharadi, from members of Pathare Family by registered sale deed / deeds which are registered with the Office of Sub Registrar Haveli No. 1, as per following details and their names were mutated in 7/12 extract as per the details given below and the said Survey number is subdivided as per respective mutation entry: -

S. No.	Name of owner	Area	Mutation Entry No.	Regi. No. of Sale Deed	Dated Sale Deed
64/1	Sushilaben T. Suratwala	2H. 90 R.	3477	1560/91	21/12/1990
64/2	Thakordas N. Suratwala	2H. 40 R.	3154	13509/90	26/10/1990
64/3	Natwarlal N. Suratwala	2H. 40 R.	3155	13508/90	26/10/1990
64/4	Harilal N. Suratwala	2H. 40 R.	3156	13510/90	26/10/1990
64/5	Lalitaben H. Suratwala	2H. 90 R.	3475	1561/91	21/12/1990
64/6	Pushpaben N. Suratwala	2H. 86 R.	3476	1562/91	21/12/1990

Since the date of execution of aforesaid Sale Deeds the said Owners were in possession of the land described in Schedule "A" written hereunder.

AND WHEREAS by and under Development Agreement all dated 01/06/1994 all duly registered at the Office of the Sub-Registrar Haveli No. 07, under Sr. No. 2207, 2208, 2209, 2210, 2211, 2212, dated – 23/11/1994, executed between

the respective Owners and Gera Developments Pvt. Ltd., (hereinafter called as said Developer) the Owners agreed to sell and assign to the Developer the development rights and the Developer agreed to purchase and acquire the development rights of the said Entire Land more particularly described in Schedule-A written hereunder for a price and on the terms and conditions contained in the respective agreement/s. On execution and registration of aforesaid Development Agreements the Owners has also executed an Irrevocable Power of Attorney in favour of the said Developer.

AND WHEREAS Developer by virtue of aforesaid various registered Development Agreements has obtained the irrevocable rights of development and sale of the Entire Land more particularly described in the Schedule – A hereunder written.

AND WHEREAS Hon'ble Collector, Pune gave permission for the Non-Agriculture use of the Entire Land vide Order bearing No. PRH/NA/SR/360/94, dated 14/10/1997 subject to the conditions mentioned therein.

AND WHEREAS said Developer had decided to develop Entire Land in phases. Initially Village – Kharadi was not within the limits of Pune Municipal Corporation & therefore initial layout of the Entire Land was sanctioned by Collector, vide No. PRH/NA/SR/360/94, dt. 14/10/1997. Village Kharadi was included within the limits of Pune Municipal Corporation on 11/09/1997. Initial revised layout was sanctioned as per draft development plan dated - 31/12/2002, as per sanctioned layout No. DPO/2589/H/46 dt. 12/07/2004. Thereafter the Developer submitted revised layout of Entire Land to Pune Municipal Corporation & the layout was subsequently revised by Pune Municipal Corporation vide DPO/CC/1812/12, dated 24/08/2012; DPO/3261/2013, dated 31/12/2013, and DPO/4013/15, dated 05/03/2016.

AND WHEREAS the Entire Land is divided by a 30 meter wide D.P. road in the North South Direction and a plot admeasuring 5023 Sq.mtrs out of the entire land is carved out on the west side of the DP Road. The Developer therefore submitted a

subdivision plan to the Pune Municipal Corporation. Pune Municipal Corporation has sanctioned Revised layout bearing No. DPO/CC/0006/2017 on 01/04/2017.

AND WHEREAS as per the Revised Layout Entire Land is divided into 3 plots i.e. Plot No. 1 admeasuring 112368 Sq.mtrs, Plot No. 2 admeasuring 41209 Sq.mtrs and Plot No. 3 admeasuring 5023 Sq.mtrs. The aforesaid Plot No. 3 admeasuring 5023 Sq.mtrs. will be hereinafter referred to as **Project Land / Said Land**, which is more particularly described in the Schedule - B written hereunder. Since inception the Developer intended to develop the said land described in Schedule - B as a separate project.

AND WHEREAS as per the recitals stated above the Developer alone has the sole and exclusive right to develop the Entire Land, more particularly described in Schedule – A in any manner as per the choice of the Developer.

AND WHEREAS Developers had earlier submitted development plans to Pune Municipal Corporation by consuming FSI to an extent of 8782.7 Sq.mtrs. out of the total potential and Pune Municipal Corporation had sanctioned the building plans as per Commencement Certificate No. CC/2588/17, dated 05/01/2018.

AND WHEREAS Developer has completed the development of Project on Said Land by constructing a multistoried building known as “**Gera’s Imperium Alpha**” on the Said Land more particularly described in Schedule - B written hereunder (Hereinafter referred to as the said “Project”) and has obtained Occupation Certificate bearing No. OCC/0718/20, dated 20/01/2021 (for all 286 commercial units which includes 49 Shops, 235 Unit/Offices and 2 restaurants) from Pune Municipal Corporation.

AND WHEREAS Developer entered into Article of Agreement in respect of said Shop with Mr. Kiran Choudhary. The said Article of Agreement is registered at

the Office of Sub-Registrar Haveli No. 11 Pune, at Sr. No 16477/2018, dated - 22/11/2018;

AND WHEREAS thereafter Mr. Kiran Choudhary entered into Deed of Assignment in respect of said Shop with Mr. Vilas Raghunath Badhe HUF operating through its karta Mr. Jayesh Vilas Badhe i.e. Vendor/Assignor herein. The said Deed of Assignment is registered at the Office of Sub-Registrar Haveli No. 23 Pune, at Sr. No 1580/2024, dated - 20/11/2024;

AND WHEREAS as per the said Deed of Assignment Vendor/Assignor herein had paid the entire agreed consideration of the said Shop to Mr. Kiran Choudhary and he has received the total consideration has handed over the vacant and peaceful possession of the said Shop to Mr. Vilas Raghunath Badhe HUF operating through its karta Mr. Jayesh Vilas Badhe i.e. Vendor/Assignor herein and since then till today the Vendor/Assignor herein is in actual possession and occupation of the said Shop having rights to assign or transfer the said Shop to any intended Purchaser as they think fit and proper.

AND WHEREAS said “Gera Imperium Alpha Premises Co.-Operative Society Ltd.”, is a society registered under the societies act having its registration No. PNA/PNA(5)/GNL/(OH)/5207/2021-2022, dated - 16/04/2021.

AND WHEREAS the Vendor/Assignor is desirous of disposing off the said Shop alongwith the shares and membership of the said society and the Purchaser/Assignee herein knowing the intention of the Vendor/Assignor, approached the Vendor/Assignor and offered to purchase and acquire the said Shop for the total consideration of **Rs. 82,00,000/- (Rupees Eighty Two Lakh Only)** and after negotiation between the parties hereto, the Vendor/Assignor herein ascertained that the offer given by the Purchaser/Assignee is true and correct as per the prevailing market rate and hence decided to assign all their right, title and interest in respect of the said Shop alongwith the shares and membership of the said society in favour of

the present Purchaser/Assignee by virtue of this Deed of Assignment/Transfer for the above said consideration.

NOW THIS DEED OF ASSIGNMENT/ TRANSFER WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1] In consideration for **Rs. 82,00,000/- (Rupees Eighty Two Lakh Only)** being paid by the Purchaser/Assignee to the Vendor/Assignor in the manner provided hereunder, the Vendor/Assignor hereby sale, transfer, convey, discharge, assign said Shop together with all rights, interest and title UNTO the Purchaser/Assignee absolutely and permanently.

2] That Vendor/Assignor has received the amount of –

i) Rs. ,00,000/- paid

ii) Rs. ,00,000/- paid

iii) Rs. 82,000/- TDS paid by the Purchaser to the Income Tax Department @ 1% of the consideration value under Income Tax, Act 1961.

i.e. total **Rs. 82,00,000/- (Rupees Eighty Two Lakh Only)**

The Vendor/Assignor hereby acknowledge (subject to realization of Cheques/Demand Drafts) that he has received **Rs. 82,00,000/- (Rupees Eighty Two Lakh Only)** and separate receipt for the same is not necessary.

3] That Vendor/Assignor hereby declare that he has **delivered and handed over the vacant, physical and peaceful possession** of the said Shop to the

Purchaser/Assignee and the Purchaser/Assignee hereby admit and acknowledge that they have **received the possession** of the said Shop. Therefore, no separate possession receipt is necessary to be executed.

4] That the Purchaser/Assignee have paid the full price of said Shop to the Vendor/Assignor and Vendor/Assignor hereby admit and acknowledge that he has received the same. Therefore, no amount is due and total right, interest and title of the said Shop stands transferred upon the Purchaser/Assignee.

5] The maintenance charges, Electricity bill, Property tax and other Legal outgoing etc. till today is paid by the Vendor/Assignor, and if any previous remains to be paid the same shall be paid by the Vendor/Assignor together with, interest, penalty etc. thereon (if any). Henceforth the same shall be paid by the Purchaser/Assignee.

6] That Vendor/Assignor has given assurance that the said Shop is free from all encumbrances, charges and claims of whatsoever nature and the Vendor/Assignor has not received any notice for acquisition or requisition in respect of the said Shop and the said Shop is not the subject matter of any litigation nor the same is or are attached in execution of any decree, nor the Vendor has created any right in favour of anyone, that Vendor/Assignor is having clear marketable title thereto, having right to sale and take sale proceed thereof, that if there appear any defect in title same shall be made indemnify to the Purchaser/Assignee.

7] That Vendor/Assignor hereby transfers all rights, title and interest of said Shop without keeping any rights reserve of whatsoever nature. That for better transfer of title of said Shop whenever signature of Vendor/Assignor is required the same shall be given to the Purchasers/Assignees without any extra consideration.

8] That Vendor/Assignor shall give signatures and further co-operate to the Purchaser/Assignee for transfer of electricity meter in M.S.E.D.C.L., and Property

Tax in Pune Municipal Corporation for change of name in their respective record without extra consideration.

9] That Purchaser/Assignee shall be admitted as a member in the said society, in due course in place of Vendor/Assignor, after due procedure of the society.

10] That this Deed of Assignment/Transfer shall always be subject to the provisions of Maharashtra Ownership Apartment Act 1970 and /or Maharashtra Ownership Flat Regulations of the promotion of construction, sale management and transfer Act 1963, and Rules made there under, and/or Maharashtra Co-Operative Societies Act, 1960, and the rules made there under from time to time.

11] That all the expenses of this Deed of Assignment/Transfer shall be borne by Purchaser/Assignee such as stamp duty, registration charges, Advocate Fees, Etc.

12] That the no objection certificate of Society / Builder has been obtained by the Vendor/Assignor for transfer of said Shop in the name of Purchaser/Assignee at the 50% expenses of the Vendor/Assignor and 50% expenses of the Purchaser/Assignee.

13] That the Vendor/Assignor has delivered all the documents of the title to the Purchaser/Assignee which were in his custody and the Vendor/Assignor have received the same and the Vendor/Assignor agree to deliver all such documents as may be found in his custody or which he can obtain.

STAMP DUTY / VALUATION: Stamp duty to be paid on area basis where property is located, property bearing **Shop No. 9 on Lower Ground Floor, admeasuring Carpet area about 19.80 Sq.mtrs. i.e. 213.13 Sq.ft. and along with Common general areas of the project admeasuring about 8.48 Sq.mtrs. i.e. 91.27**

Sq.ft., alongwith One Covered Car Parking No. 83 located in Basement 2, in the Project known as Gera's Imperium Alpha" and in the Society known as "Gera Imperium Alpha Premises Co.-Operative Society Ltd.", constructed on Survey no. 64, Hissa No. 1 to 6, situated at Village: - Kharadi, Taluka:- Haveli, Dist:- Pune. Hence Consideration of the said Shop is Rs. 82,00,000/- thereon Stamp duty of Rs.,000/- and Registration fee of R. 30,000/- is paid thereon.

FIRST SCHEDULE "A"

REFERRED TO AS THE LAND "ENTIRE LAND"

All that piece and parcel of land lying and being at Village Kharadi with the registration sub district of Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation and total admeasuring about 15 H 86 R as follows :-

(a) Survey No. 64/1 admeasuring 02 H. 90 R. and bounded as follows:

On or towards the North	:	Survey No. 64/2
On or towards the South	:	Survey No. 64/3
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No. 72.

(b) Survey No. 64/2 admeasuring 02 H. 40 R. and bounded as follows:

On or towards the North	:	Survey No. 64/5
On or towards the South	:	Survey No. 64/1
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No.63 and 72.

(c) Survey No. 64/3 admeasuring 02 H. 40 R. and bounded as follows:

On or towards the North	:	Survey No.64/1
On or towards the South	:	Survey No.64/6
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No.72.

(d) Survey No. 64/4 admeasuring 02 H. 40 R. and bounded as follows:

On or towards the North	:	Survey No.63
On or towards the South	:	Survey No.64/5
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No.63.

(e) Survey No. 64/5 admeasuring 02 H. 90 R. and bounded as follows:

On or towards the North	:	Survey No. 64/4
On or towards the South	:	Survey No. 64/2
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No. 63.

(f) Survey No. 64/6 admeasuring 02 H. 86 R. and bounded as follows:

On or towards the North	:	Survey No. 64/3
On or towards the South	:	Survey No. 65
On or towards the East	:	Village Wagholi.
On or towards the West	:	Survey No. 72.

(Hereinabove collectively referred to as ENTIRE LAND)

SCHEDULE “B”

REFERRED TO AS THE LAND / PROJECT LAND”

All that piece and parcel of land bearing Plot No. 3, admeasuring 5023 Sq.mtrs. out of sanctioned subdivision layout bearing No. DPO/CC/0006/2017, on 01/04/2017 of land bearing Survey No. 64, Hissa No. 1 to 6 totally admeasuring about 15 H. 86 R. situated at Village Kharadi, Tal – Haveli, Dist. – Pune and situated within the limits of Pune Municipal Corporation and bounded as under : -

On or towards the North	:	Survey No. 63
On or towards the South	:	Survey No. 72
On or towards the East	:	30m wide D. P. Road.
On or towards the West	:	Part of Survey No. 72 and part of Survey No. 63.

DESCRIPTION OF THE PROJECT

The project known as “Gera’s Imperium Alpha”

The project developed on the Said / Project land described hereinabove consists of a single building consisting of three basement plus lower and upper ground and mezzanine having shops; one floors having two-wheeler parking’s and 5 floors of Offices above as sanctioned vide commencement certificate No. CC/2588/17, dated 05/01/2018.

AREA DETAILS

1. Floor space index available from the project Land is 15822.45 Sq.mtrs.
2. Current FSI sanctioned in the project is 8790.25 Sq.mtrs.
3. Maximum Floor Space Index left 7032.2 Sq.mtrs.
4. FAR available in respect of the said Land is three times of the net plot area Base FSI to the extent of 1.25 plus paid FSI of 0.5 plus FSI for road widening/TDR to the extent of 1.4.

SCHEDULE “C”

DESCRIPTION OF THE “SAID SHOP”

All that piece and parcel of **Shop No. 9 on Lower Ground Floor, admeasuring Carpet area about 19.80 Sq.mtrs. i.e. 213.13 Sq.ft. and along with Common general areas of the project admeasuring about 8.48 Sq.mtrs. i.e. 91.27 Sq.ft., alongwith One Covered Car Parking No. 83 located in Basement 2, in the Project known as Gera’s Imperium Alpha” and in the Society known as “Gera Imperium Alpha Premises Co.-Operative Society Ltd.”**, constructed on the land more particularly described in the Schedule “A” and “B” hereinabove along with proportionate undivided share in the land and use of common areas, fixture, fittings, M.S.E.D.C.L. connection, water connection, staircase, terrace and all other amenities and facilities of the building provided thereon;

IN WITNESS WHEREOF PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE PLACE AND DATE MENTIONED HEREIN ABOVE.

Vilas Raghunath Badhe HUF
Operating through its Karta
Mr. Jayesh Vilas Badhe
“THE VENDOR/ASSIGNOR”

1) Mr. Edwin Jungchoo Chang

“THE PURCHASER/ASSIGNEE”

WITNESS:-

1)

2)