



DEED OF ASSIGNMENT

THIS AGREEMENT FOR SALE IS MADE AND
EXECUTED AT PUNE ON THIS DAY July 2026

BETWEEN

**1) MRS.SNITA SAHANI
(WIFE OF MR. UPENDRA KUMAR SAHANI)
Age about 32 years, Occ. - Service,
PAN NO. FHRPS9103M**

**2) MR. UPENDRA KUMAR SAHANI
Age about 39 years. Occ - Service PAN
No. CFYPS0098R
Both Presently R/at-Flat No. D-5,
Venus Garden S. No 14/1/1, Thite
Wasti, Near Bank of Baroda
Kharadi Pune-411014**

Hereinafter referred to or called as “**VENDORS/ TRANSFEROR /
SELLER / ASSIGNOR**” (which expression shall unless repugnant to the
context or meaning thereof shall mean and include his/her/their heirs,
executors, administrators, assigns etc.)

... PARTY OF THE FIRST PART

AND

**MRS.PRACHI YOGESH PARDESHI
Age -28 years, Occ. Service,
PAN-JMGPK9930J
R/AT- S No 13/1 Thite wasti
Near Venus Garden Society
Kharadi , Pune -411014.**

Hereinafter referred to or called as “**VENDEE / TRANSFEREE /
PURCHASERS/ ASSIGNEE**” (which expression shall unless
repugnant to the context or meaning thereof shall mean and include
his/her/their heirs, executors, administrators, assigns etc.)

... PARTY OF THE SECOND PART

WHEREAS the properties / lands bearing 1) Survey No. 14, Hissa No. 1/1/6,
admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hectar 09.29
Ares., 2) Survey No. 14. Hissa No. 1/1/7,

admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hector 09.29 Ares., 3) Survey No. 14, Hissa No. 1/1/8, admeasuring about 929.3 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hector 09.29 Ares., 4) Plot admeasuring about 431.50 Sq.Mtrs. i.e. 4643 Sq.Ft. out of Survey No. 14, Hissa No. 1/1, i.e. totally admeasuring about 3,220 Sq.Mtrs., situated at Village KHARADI, within the registration Sub-District Taluka Haveli and registration District of Pune and within the limits of Pune Municipal Corporation, and within the jurisdiction of Sub- Registrar Haveli No. VII, (which are more particularly described in the Schedule-I written hereunder) was previously developed by M/S. Venus Developers, by making construction of multistoried building/scheme known as **"VENUS GARDEN"** on the said properties, as per the sanctioned plan;

And Whereas, by virtue of the aforesaid development agreements and power of attorney's the developers was fully entitled to develop the said property and was also entitled to enter into agreements for sale with the prospective purchasers of the flats tenements parking spaces garages etc and-to receive the sale price and deposits thereof.

And Whereas, N.A. order for the said property has been granted by additional collector vide order **No.PRH/NA/SR/59/2004, dated 15 April 2004**

And Whereas, the Builders/promoters submitted plans to P.M.C. and got the same approved as per commencement certificate bearing No. **CC/2509/13 dt. 02/11/2013.**

AND WHEREAS, the said developer has formed a Co. Operative Housing Society is known as **"VENUS GARDEN" CO-OPERATIVE HOUSING SOCIETY LTD.** (the Society) bearing registration number PNA/PNA(5)/HSG/(TC)/16268/2015-16 on dated 04/08/2015.

And Whereas, promoter/developers had proposed to develop and construct on the said land and constructed multistoried building on the said land as per sanctioned plan and the same building is named as **"VENUS GARDEN"** Promoters had evolved the scheme commonly known as Ownership Scheme and construction came to be effected with the intention of selling the units on the Ownership basis. Accordingly, the developers had entered into agreements with the prospective Purchasers with the intention to ultimately form an apartment association of the such prospective Purchasers.

And Whereas, developers have completed the construction as per sanctioned plan issued by Pune Municipal Corporation.

And whereas, the Residential unit/ Flat No. 06, situated on the First Floor, admeasuring about 565 Sq. Ft. (approx.) i.e. 52.50 Sq. Mtrs. (approx.) (Built-Up), in "D" Building, in the scheme /project known as "VENUS GARDEN" 1) Survey No. 14, Hissa No. 1/1/6, admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hector 09.29 Ares., 2) Survey No. 14, Hissa No. 1/1/7, admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hector 09.29 Ares., 3) Survey No. 14, Hissa No. 1/1/8, admeasuring about 929.3 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hector 09.29 Ares., 4) Plot admeasuring about 431.50 Sq.Mtrs. i.e. 4643 Sq.Ft. out of Survey No. 14, Hissa No. 1/1, i.e. totally admeasuring about 3220 Sq.Mtrs., situated at Village Kharadi, within the registration Sub-District of Tal. Haveli, District Pune, and within the limits of Pune Municipal Corporation. Tal.Haveli, Dist. Pune along with furniture & fixtures attached therewith and all usual common facilities and membership rights etc. and which is more particularly described in the **Schedule II**.

AND WHEREAS thereafter the said M/S. Venus Developers, by a registered Agreement to Sale dated 16/10/2005, agreed to sell one Residential Premises bearing Flat No. 6, situated on the First Floor, admeasuring about 565 Sq.Ft. (approx.) i.e. 52.50 Sq.Mtrs. (approx.) (Built-Up), (which Flat is more particularly described in the Schedule-II written hereunder), in "D" Building, in the scheme /project known as VENUS GARDEN which is constructed on the lands which are more particularly described in the Schedule I written hereunder to the Assignor. The said Agreement to Sale is registered in the office of Sub-Registrar Haveli at Sr.No. 10459/2005 dated 17/12/2005;

And Whereas, the said previous vendor Mr.Mushir ahmed Khan Alies Mushir Ahmed Matin sold the said flat to Present Vendor Anish Ritesh Kumar vide Deed of Transfer/Assignment dt 08/07/2014 and the said deed is registered in the office of Sub- Registrar Haveli No. 7 at Sr.No.5181/2014 dt. 08/07/2014 (hereinafter referred to as the vendor/vendor herein/present vendor).

And Whereas, by virtue of above facts the Party of the first part viz. Vendor are absolutely seized and possessed and otherwise well and sufficiently entitled to the said Flat

And Whereas, the Vendor being the Owner of the said flat is having absolute right, title and interest in the and are desirous of selling the said flat along share in the said land and all the rights and benefits thereof in the Apartment units/society.

And Whereas, Purchasers are seen all the title Deeds of the Vendor in respect of the said flat and the Purchasers are satisfied about the legality and the marketability of the title and the said flat,

And Whereas, on coming to know the above said facts the Purchasers approached to the Vendor and showed willingness to purchase the said Flat and thereby offered reasonably price of **44,00,000/- (Rs. Forty Four Lakhs Only)** for the purchase of the said Flat along with Undivided right, title and interest in the common area and all the rights of the Vendor in respect of the **said flat under the Agreement Dated 08/07/2014.**

And Whereas, the offer given by the Purchasers being reasonable the Vendor agreed to sell, transfer the said flat alongwith undivided share in the land and all rights and the benefits thereof **in the registered/proposed Apartment unit/Society.**

And Whereas, Purchasers has seen all the title Deeds of the Vendor in respect of the said flat and the Purchasers is satisfied about the legality and the marketability of the title and the said flat.

And Whereas, the Vendor/Assignors/Transferors mortgage the said flat with "**Bajaj Housing Finance Limited**, Vendors further assured that they shall make cleared/repaid the loan amount which they have raised / obtained/ availed from **Bajaj Housing Finance Limited** final deed of transfer/assignment/sale deed.

And WHEREAS, the seller further assured that the flat is free from all encumbrances and is there. Apart from the loan mentioned above there is no encumbrance on this flat. If any other person or bank or financial institution has a claim in respect of this flat, the seller will settle the dispute at their own expense. In such a case, the seller is liable to compensate the buyer.

And Whereas, Vendors assured that shall obtain N.O.C./No dues certificate/clearance certificate from the "**Bajaj Housing Finance Limited** for complete the transaction before the final deed of transfer/ assignment. If any difficulties arise in respect of N.O.C./No dues certificate /clearance certificate then in such case vendors will liable and responsible to indemnify the purchasers.

And Whereas, Vendor/Assignors/Transferors also assured that they shall obtain NOC from developers/society for sale of said flat to purchaser and for complete the transaction. Expenses for obtain N.O.C. from the builder/developer/promoter shall be borne /paid by Vendor's only

**NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

1) VENDOR AGREES TRANSFER AND ASSIGN :-

The Vendor agrees to transfer, assign and surrender unto the purchase all their right, title and interest in the said Flat and Purchaser agrees to get transferred, assigned and surrendered all the rights of the Vendor in the Said Flat

2) AGREED TOTAL CONSIDERATION:

The VENDOR agree to sell and the Purchaser agrees to purchase the said Flat /Unit along with all rights and benefits attached thereto for the total lump sum consideration of **Rs. 44,00,000/- (Rs. Fourty Four Lakhs Only)**

3) AMOUNT PAID ON THIS AGREEMENT:

The purchaser has paid to the VENDOR, prior to the execution of this agreement an amount of **44,00,000/- (Rs. Fourty Four Lakhs Only)** as under

Rs/- Paid by **Online Pay** Dated 17/10/2024
As a part payment of said consideration

Rs...../- Paid by **Online/Neft Dated 07.12.2024**
as a Part payment of said consideration.

Rs/- Paid by **claque no 014856** Dated
19/11/2024 as a part payment of said
consideration

Rs/- Paid by **claque no 014855** Dated
19/11/2024 as a part payment of said
consideration

Rs. Rs. 44,00,000/- (Rupees Fourty Four Lakhs

The Vendor's hereby accept, admit and acknowledges the receipt of the said amount and hereby discharges the Purchaser's from the same and every part thereof. The Vendor's declares that they have/has received the above mentioned amount as part consideration towards the said Flat and

separate receipt for the same is not necessary. Subject to realisation of cheques D.D.

4) PAYMENT OF BALANCE CONSIDERATION: -

The purchaser shall pay to the VENDOR balance consideration **Rs./- (Rs. Thousand For Hundred Seventy Six only)** the Purchaser paid to Vendor by obtaining the loan any Bank/Finance within the period of 60 days and simultaneously the VENDOR shall execute the final Conveyance deed in favor of the Purchaser on the same day.

5) VENDOR TO EXECUTE, DEEDS ETC.:-

Whenever the Purchaser may call upon, the Vendor shall execute and/or cause to execute such deeds and or writings to give full effects to the Terms of this agreement and necessary for the conveying the absolutely rights in the said Flat unto the Purchaser and the Vendor further agrees to cause to get executed the conveyance/ deed of assignment/ transfer of the said Flat in favor of the Purchaser or inter name of any person as the Purchaser may direct or to any assignee of the Purchaser and thereby transfer or cause to transfer all the right, title and interest and benefits Thereof unto the Purchaser, free from all encumbrances.

6) VENDOR ASSURES ABOUT TITLE:

The Vendor has assured that they have clear and absolute right and have authority w enter into this agreement and to assign their tights in the said Flat along with all their right, title and interest. The Vendor further declares and assures that they have/has not assigned, transferred, sold or encumbered their right, title and interest in the said Flat or any part thereof to any other person and has not done any thing as to endanger the marketability of the title of the said Flat. In case any elain is made by array person on the said Flat, the Vendor's agrees to clear such claim and shall make the said Flat marketable at their own costs.

7) VENDOR TO OBTAIN PERMISSIONS:-

The Vendor shall obtain all the necessary permissions/no objections from developers Society or from any other person, Govt, institution required for complete the transaction.

8) STAMP DUTY AND LEGAL CHARGES

The stamp duty, registration charges, advocate fees and all other ancillary costs, as required by law shall become by the Purchaser.

9) PAYMENT OF TAXES CESSSES ETC.

All the outgoing such as Municipal taxes, Assessments, cesses, Government taxes, Flat and Society maintenance charges, electricity charges, water charges and all other such charges etc, till the date of delivery of the possession to the Purchaser is to be borne and paid by the Vendor. From the date of the receipt of the possession of the said Flat the Purchaser's shall be liable to pay the taxes, cesses, charges etc. The Vendor's and Purchaser's agrees that they shall keep other indemnified from any such claim or liability which may be found to be due and payable.

10) VENDOR TO EFFECT TRANSFER:-

The Vendor shall do and perform and cause to be done all such acts and shall extend all support and help for effecting the transfer and for entering the name of the Purchaser in the Municipal records, M.E.S.B. records and other such records.

11) DELIVERY OF DOCUMENTS:-

The Vendor after execution of this deed shall deliver all documents of the flat to the purchaser for their loan purpose as per their requirement.

12) TRANSFER OF RIGHT UNDER AGREEMENT:-

The Vendor agrees to transfer, assign and surrender specifically all the rights of the Vendor under the agreement Dated 05/10/2011.

13) VENDOR TO CONFER TITLE:

The Vendor agrees to execute all documents such as final conveyance to confer better and clear title unto the Purchaser without demanding for further consideration or amount. The Vendor further agree to register such documents unconditionally if called upon by the Purchaser. The Vendor also agrees to join as consenting party to the final conveyance if required or called upon by the Purchaser,

14) POSSESSION OF THE SAID FLAT APARTMENT UNIT:-

The Vendor shall delivered the actual, vacant and peaceful possession of the said Flat on receipt of the entire agreed consideration.

15) RIGHT TO ASSIGN:-

The Purchaser is/are entitled to assign all their rights under this agreement in favor of any third party and for such consideration and on such terms as he may decide and without any objection or consent from the Vendor and such transfer and assignment shall be binding upon the Vendor and the Vendor agrees that in such case they will/shall perform the terms of this agreement in favor of such Purchaser/nominee / Purchaser's and assignee.

16) APPLICATION OF THE LAW: -

This Agreement shall always be subject to the provision of The Maharashtra Ownership Flats Act 1963, the The Maharashtra Apartment ownership Act 1970, and the Maharashtra Co-Operative Societies Act 1960 and Rules 1961 made thereunder.

17) SPECIFIC PERFORMANCE:

In case the VENDOR fails to execute the final conveyance in favor of the purchaser then in such case the Purchaser shall be entitled to the specific performance of this agreement at the cost of the Vendor through the court of law. If the Purchaser fails to pay the balance consideration within the 45 days in that case the Vendor shall be entitled to the specific performance of this agreement at the cost of the Purchaser through the court of law.

FIRST SCHEDULE- I
(SCHEDULE OF THE SAID PROPERTY / LAND)

All that piece and parcel of the lands /properties bearing 1) Survey No. 14, Hissa No. 1/1/6, admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hecter 09.29 Ares., 2) Survey No. 14, Hissa No. 1/1/7, admeasuring about 929 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hecter 09.29 Ares., 3) Survey No. 14, Hissa No. 1/1/8, admeasuring about 929.3 Sq.Mtrs. i.e. 10,000 Sq.Ft. i.e. 00 Hecter 09.29 Ares., 4) Plot admeasuring about 431.50 Sq.Mtrs. i.e. 4643 Sq.Ft. out of Survey No. 14, Hissa No. 1/1, i.e. totally admeasuring about 3220 Sq.Mtrs., situated at Village Kharadi, within the registration Sub-District Taluka Haveli and registration District of Pune and within the limits of Pune Municipal Corporation, and within the jurisdiction of Sub- Registrar Haveli No. VII and the said properties commonly bounded as under –

On or towards the EAST : Remaining land out of
S.No. 14/1/1
On or towards the SOUTH : 20 Ft. Road 45 Mtr. Mundhawa-
Kharadi
Bye-Pass Road
On or towards the WEST : 45 Mtr. Mundhawa-Kharadi
Bye-Pass Road
On or towards the NORTH : 20 Ft. Road

SCHEDULE -II

(DESCRIPTION OF THE **FLAT** WHICH IS THE SUBJECT MATTER OF THIS AGREEMENT)

All that piece and parcel of the the Residential **unit/ Flat No. 6, situated on the First Floor, admeasuring about 565 Sq. Ft. (approx.) i.e. 52.50 Sq. Mtrs. (approx.) (Built-Up), in "D" Building, in the scheme /project known as "VENUS GARDEN" (which are includes proportionate built up area of common amenities staircase lobby lift etc, and also inclusive of the area of balconies) which is constructed on the lands which are more particularly described in the Schedule-I written hereinabove.**

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS DEED AT PUNE ON THE DAY, MONTH AND THE YEAR FIRST HEREINABOVE MENTIONED.

Signed, Sealed and delivered by
within named Vendors / Assignor

**1) MRS.SNITA SAHANI
(WIFE OF MR. UPENDRA KUMAR SAHANI)**

2) MR. UPENDRA KUMAR SAHANI

"PARTY OF THE FIRST PART"

MRS.PRACHI YOGESH PARDESHI

Signed, Sealed and delivered by
within named Purchasers/ Assignee

WITNESSESS:

IN THE PRESENCE OF:

1) Sign :
Name:
Add. :

2) Sign :
Name:
Add. :

