



DEED OF ASSIGNMENT / TRANSFER DEED

THIS DEED OF ASSIGNMENT / TRANSFER DEED IS MADE AND EXECUTED AT PUNE ON THIS ____ DAY OF SEPTEMBER, 2026.

BETWEEN

Mr. Avinash Rajaram Hirekerur

PAN – AADPH0567L, UID No. – 7863 9206 6864

Age: 60 years, Occ: Service/Business.

R/at – Plot No. 9, Shubham Padma Society,

Opp. ESIC office, Bibwewadi, Pune – 411037.

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

.....THE PARTY OF THE FIRST PART

AND

1) Mr. Samith Ranjan Biswas,

PAN :- ASCPB9782G, UID No. :- 7559 2321 5656,

Age :- 46 years, Occ.:- Business/Service,

2) Mrs. Suvarna Samith Biswas,

PAN :- CRMPB7297K, UID No. :- 5097 3221 9648,

Age :- 43 years, Occ.:- Business/Service/Housewife,

Both R/at :- S. No. 1, B-104, Nancy Tower, Wanawadi,

Nr. Kedari Petrol Pump, Pune - 411044.

Hereinafter referred to as the “**TRANSFEREES/PURCHASERS/ASSIGNEES**”, (which expression shall unless anything repugnant to the context or meaning thereof deems to mean and include all their legal heirs, executors, administrators and assigns etc.)

.....THE PARTY OF THE SECOND PART

(The pronoun "he" or "she" or "him" or "his" or "her" used in this deed to refer the respective Party may mean any person either a male or female, singular or plural as the case may be.)

WHEREAS the Assignor / Vendor is the absolute Owner and is legally in possession of the Property i.e. **Flat / Structure (As per PMC Tax Flat No. 02) on First floor** area admeasuring 1200 Sq. Ft. i.e. 111.52 Sq. Mtrs., together with all residential blocks, with reserved car parking area and 1/3rd undivided share in the terrace, in the Building known as 'Shubham Apartment' and in the "**Padma Sahakari Griha Rachana Sanstha Maryadit**", constructed upon the land bearing CTS No. 689/4/9/F-2, out of this layout sanctioned Plot under T. P. Scheme No. III, Plot No. 9 admeasuring about 3600 sq. ft., lying and situated at Village **Bibwewadi**, Taluka Haveli, District Pune, within the jurisdiction of Sub-Registrar Haveli, Dist. Pune and within the limits of the Pune Municipal

Corporation and having Electricity Consumer No. 170015202231 and having PMC Milkat No. O/3/02/01444002. The said Flat is more particularly described in the Schedule - II, written hereunder (hereinafter referred to as the 'SAID FLAT'), situated on the land more particularly described in the Schedule - I written hereunder.

AND WHEREAS by virtue of Deed of Assignment executed by Shri. Satish Hiralal Surana in favour of Assignor / Vendor herein, which is registered in the office of Sub-Registrar Haveli No. 1, at Sr. No. 2186/2001 on dated 16/03/2001, the Assignor / Vendor herein has acquired right, title and interest in the said Flat, as contemplated under the provisions of Maharashtra Ownership Flats Act, 1963.

AND WHEREAS History of Title in respect of the aforesaid land & Flat has been set out and recited in the recital of aforesaid Deed of Assignment which is registered in the office of Sub-Registrar Haveli No. 1, at Sr. No. 2186/2001 on dated 16/03/2001.

WHEREAS the Land Bearing S. No. 689/4, out of this layout sanctioned Plot under T. P. Scheme No. III, Plot No. 9 admeasuring about 3600 sq. ft., lying and situated at Village Bibwewadi, Taluka Haveli, District Pune previously belonged to Padma Sahakari Griha Rachana Sanstha Maryadit.

AND WHEREAS Padma Sahakari Griha Rachana Sanstha Maryadit (Lessor) executed a Lease Deed dated 04/09/1985, in favour of Shri. Amar Harishchandra Manjrekar (First Lessee) for Plot No. 9, out of Survey No. 689/4, admeasuring 3600 sq.ft. for a period of 75 years. The said Lease Deed is registered in the office of Sub-Registrar Haveli 2, Pune, at Sr. No. 4316/1985.

AND WHEREAS thereafter the Pune Municipal Corporation issued construction permission bearing No. 778, dated 14/12/1987, for the construction of a building on Plot No. 9, Survey No. 689/4, Bibwewadi, which was revised vide Commencement Certificated No. 4575 dated 16/05/1989.

AND WHEREAS thereafter Padma Sahakari Griha Rachana Sanstha Maryadit (Lessor) executed an Indenture of Lease dated 20/09/1988, is registered in the office of Sub-Registrar Haveli 2, Pune, at Sr. No. 14961/1988, in favour of Shri. Amar Harishchandra Manjrekar (First Lessee), Shri. Satish Hiralal Surana (Second Lessee), and Shri. Gopal Mohanlal Laddha (Third Lessee). By virtue of said Lease Deed Shri. Amar Harishchandra Manjrekar (First Lessee), Shri. Satish Hiralal Surana (Second Lessee), and Shri. Gopal Mohanlal Laddha (Third Lessee) are having each 1/3rd leasehold rights in the said Plot No. 9.

AND WHEREAS thereafter Shri. Amar Harishchandra Manjrekar, Shri. Satish Hiralal Surana and Shri. Gopal Mohanlal Laddha are entered into Articles of Agreement dated 20/09/1988, by which they were decided to their respective share in the construction upon the said land. As per this agreement, the entire First Floor, car parking space, and 1/3rd terrace right were allotted by Shri. Amar Harishchandra Manjrekar to Shri. Satish Hiralal Surana and the entire Second Floor, 1/3rd parking space, and 1/3rd terrace right were allotted to Shri. Gopal Mohanlal Laddha, in consideration of their 1/3rd leasehold rights and proportionate construction cost. That thereafter Amar Manjrekar (Amar Builders) handed over possession of the First Floor of "Shubham" project on Plot No. 9, Padma Society, Bibwewadi, Pune to Shri. Satish Hiralal Surana and Mrs.

Ranjana Satish Surana on 28/02/1989. Thus Shri. Satish Hiralal Surana has acquired valid leasehold rights in the subject matter construction of First Floor.

AND WHEREAS thereafter the said Society has issued Share Certificate No. 27 of Padma Sahakari Griha Rachana Sanstha Maryadit, in favour of Shri. Satish Hiralal Surana.

AND WHEREAS thereafter Shri. Satish Hiralal Surana has transferred the 1/3rd leasehold rights in Plot No. 9 and full ownership of Flat No. 2 on the First Floor, admeasuring 1200 sq.ft. (111.52 sq.mtr.) with reserved car parking and 1/3rd undivided share in the terrace in favour of Shri. Avinash Rajaram Hirekerur, the Assignor / Vendor herein, by executing unregistered Agreement of Assignment of transfer of plot and structure dated 20/02/2001 and thereafter by executing registered Deed of Assignment and Transfer dated 16/03/2001, which is registered in the office of Sub-Registrar Haveli No. 1, Pune, at Sr. No. 2186/2001. Thus Shri. Avinash Rajaram Hirekerur, the Assignor / Vendor herein has acquired valid leasehold rights in the said property.

AND WHEREAS after completion of construction work the Pune Municipal Corporation has issued Occupancy Certificate bearing No. 1174 dtd. 19/08/1989 which consists entire construction of Ground Floor, First Floor and Second Floor, constructed on Plot No. 9.

AND WHEREAS the Assignor herein have thus acquired right, title and interest in the aforesaid Flat as contemplated under the provisions of Maharashtra Ownership Flats Act, 1963, being his self-acquired property and the Assignor / Vendor is also legally in possession of the aforesaid Flat and the Assignor / Vendor herein was thus entitled to deal with / dispose off the said Flat.

AND WHEREAS the Assignor/Vendor herein was in need of money for the legal necessity and also for the purpose of the benefit of estate and therefore decided to transfer his right, title and interest in respect of the said Flat, more particularly described in the Schedule II to this Deed. The Purchasers/Assignees was also in search of better residential accommodation and approached the Assignor/Vendor and offered to pay total consideration amount of **Rs. 1,50,00,000/- (Rs. One Crore Fifty Lakhs only)** for the said Flat and the said offer being the good offer, considering the prevailing market Value, has been accepted by the Assignor / Vendor herein. The Purchasers / Assignees herein have inspected the property and perused the relevant documents pertaining to the same and have agreed to purchase the property on being convinced of the clear and marketable title.

AND WHEREAS as per the terms and conditions set out herein under, the Assignor and Assignees are executing this Deed of Assignment.

NOW THIS DEED WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

- 1) The Assignor/Vendor hereby assigns, transfers, sales and conveys their right, title and interest in the said Flat more particularly described in Schedule II, to the Assignees / Purchasers for the consideration of **Rs. 1,50,00,000/- (Rs. One Crore Fifty Lakhs only).**

- 2) The Assignor/Vendor hereby acknowledges receipt of full and final consideration amount of **Rs. 1,50,00,000/- (Rs. One Crore Fifty Lakhs only)** from the Assignees/Purchasers, as per the instructions of the Assignor / Vendor, as follows:

Amount (in Rs.)	Particulars of Amount
1,00,000/-	By way of UPI Transfer in the Account of Vendor herein on 08/07/2026, having Transaction ID No. T2607082038453966274343.
1,50,000/-	Purchasers / Assignees will paid the said amount in the name of Assignor / Transferor / Vendor as a TDS Amount out of the consideration. Purchasers will deduct the TDS at the rate approved by the department (mentioned in the certificate) and will deposit. Purchaser will handed over TDS Certificate to the Assignor / Vendor / Seller.
-----/-	By way of Bankers Cheque / DD bearing No. ----- dtd. ---/---/2026 drawn on ----- Bank, Branch -----, favoring the Assignor No. 1 herein.
-----/-	By way of UPI Transfer in the Account of Vendor No. 1 herein on ---/---/2026, having UTR No. -----.
1,50,00,000/-	(Rs. One Crore Fifty Lakhs only)

The Assignor/Vendor have thus acknowledge the receipt of the full consideration of **Rs. 1,50,00,000/- (Rs. One Crore Fifty Lakhs only)** from the Assignees/Purchasers as set out herein above, for that no separate Receipts are required to be passed.

- 3) The Stamp duty, Registration fees, Advocate fee and other incidental charges in respect of registration of present Agreement shall be borne by the Assignees/Purchasers.
- 4) The Assignor / Vendor hereby assure unto and to the Assignees / Purchasers that he has good right, full power and absolute authority to deal with his right, title and interest in the said Flat.
- 5) The Assignor/Vendor hereby undertake to sign and submit application/s for entering the names of Assignees/Purchasers in the Ward Assessment Book of Property Tax maintained by Pune Municipal Corporation, in the Record of MSED Co. Ltd., and in the Government Record etc., in respect of the said Flat.
- 6) The Assignor / Vendor have represented to the Assignees / Purchasers that
- (i) he is having absolute right, title and interest and occupancy rights in the said Flat and no other person has any interest therein,
 - (ii) the Flat owned by him is free of any encumbrances of whatsoever nature and the aforesaid Flat is thus unencumbered,
 - (iii) he has been in exclusive and peaceful possession and occupation of the said Flat since last 25 year and above,

- (iv) he has paid all dues, Taxes, Vat, Service Tax etc. related to the said Flat and he will indemnify and keep indemnified the Assignees / Purchasers against any claim made for any period prior to the date of this Deed of Assignment / Transfer towards all dues, Taxes, Vat, Service Tax etc.
- 7) The Assignor / Vendor further assures unto and to the Assignees/ Purchasers that the right, title and interest and Occupancy rights in respect of Flat hereby transferred, assigned and sold are free from encumbrance namely lease, lien, maintenance attachment, agreement, exchange sale, mortgage and the aforesaid Flat is thus unencumbered. And the said Flat is also not subject matter of court / family / society dispute and or no notice of acquisition, requisition or reservation has been received by them.
- 8) That the Assignor/Vendor has not prior to this Deed agreed to sell the said Flat to any third party nor has he entered into any such agreement, understanding etc.
- 9) That the Assignor / Vendor has this date delivered to the Assignees/ Purchasers all the available documents of title, in respect of the said Flat and the Assignees / Purchasers are entitled to have all the documents of title from Assignor / Vendor.
- 10) That the Assignor/Vendor has also handed over vacant and peaceful possession of the said Flat to the Assignees/Purchasers on today i.e. on the day of execution of this Deed of Assignment and the Assignor/ Vendor hereby confirm on the day of execution of this Deed of Assignment that the Assignees/Purchasers are entitled to enjoy the said Flat being the absolute Owners of the said Flat. Neither the Assignor / Vendor nor the family member/s of the Assignor/Vendor obstruct or interfere with the peaceful possession of the Assignees/ Purchasers in respect of the said Flat.
- 11) The Assignor/Vendor undertake to execute any further documents and to deliver to the Assignees/Purchasers any such document as may be required to give the Assignees/Purchasers a clean and clear marketable title to in the said Flat and to ensure free transferability thereof.
- 12) The Assignor/Vendor further assure unto and to the Assignees/ Purchasers that the Assignor/Vendor have paid the Property Taxes cesses, duties, dues, electricity bills, maintenance charges. If however any amount in respect of aforesaid charges is found due and payable by the Assignor/Vendor, the Assignor/Vendor shall liquidate the same without causing any inconvenience to the Assignees/Purchasers. The Assignor / Vendor assure the Assignees/Purchasers that it shall be his duty to clear all outgoing including property tax, water bills, maintenance charges etc. till the date of handing over actual and peaceful vacant possession of the said Flat to the Assignees/ Purchasers. The Assignor / Vendor hereby undertake to pay arrears in respect of property tax, maintenance charges etc. till the date of handing over actual and peaceful vacant possession of the said Flat to the Assignees/ Purchasers.

- 13) Likewise, the Assignor/Vendor do hereby further covenant and assure the Assignees/Purchasers that the Assignor/Vendor is also ready to execute and register necessary document/s, if required, in the interest and for the benefit of the Assignees/Purchasers, without taking any additional amount / charges in this regard.
- 14) This Deed of Assignment /Conveyance/Transfer shall always be subject to the provisions of Maharashtra Ownership Flats Act, 1963 and Rules made there under.
- 15) In this Deed, unless the context otherwise implies, the expressions defined, shall have the respective meanings assigned to them:-
- i) The singular wherever used shall include plural and vice verse.
 - ii) The masculine gender use herein shall include the feminine gender and/or the neutral gender wherever applicable.
- 16) The appropriate stamp duty @7% of Rs. _____/- has been paid upon the consideration amount of Rs. 1,50,00,000/- which was higher than the market valuation. The appropriate registration fees being maximum of Rs. 30,000/-, has also been paid.

SCHEDULE – I
(IN RESPECT OF PROJECT LAND)

All that piece and parcel of land bearing CTS No. 689/4/9/F-2, out of this layout sanctioned Plot under T. P. Scheme No. III, Plot No. 9 admeasuring about 3600 sq. ft., lying and situated at Village **Bibwewadi**, Taluka Haveli, District Pune, within the jurisdiction of Sub-Registrar Haveli, Dist. Pune and within the limits of the Pune Municipal Corporation and bounded by as under:-

On or Towards East : By Plot No.1.
On or Towards South : By Plot No. 8.
On or Towards West : By Colony Road
On or Towards North : By Plot No. 10.

SCHEDULE – II
(IN RESPECT OF FLAT)

All that piece and parcel in respect of Property i.e. **Flat / Structure (As per PMC Tax Flat No. 02) on First floor** area admeasuring 1200 Sq. Ft. i.e. 111.52 Sq. Mtrs., together with all residential blocks, with reserved car parking area and 1/3rd undivided share in the terrace, in the Building known as 'Shubham Apartment' and in the "**Padma Sahakari Griha Rachana Sanstha Maryadit**", constructed upon the land property described in Schedule-A hereinabove, and having Electricity Consumer No. 170015202231 and having PMC Milkat No. O/3/02/01444002.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR SIGNATURE ON THE DAY, DATE AND MONTH AND YEAR IS HEREIN ABOVE WRITTEN

NAMES AND SIGNATURES	L.T.I.	PHOTO
Mr. Avinash Rajaram Hirekerur. (ASSIGNOR / VENDOR)		
1) Mr. Samith Ranjan Biswas. (ASSIGNEES / PURCHASERS)		
2) Mrs. Suvarna Samith Biswas. (ASSIGNEES / PURCHASERS)		

WITNESSES:

1. Sign :

Name:

Add :

2. Sign :

Name:

Add :