

|| SHREE GANESH ||

DEED OF ASSIGNMENT

This **DEED OF ASSIGNMENT** is made and executed at Pune,
on ____th Day of October in the year 2026

BETWEEN

1. MR. SACHIN PRAKASH JADHAV

AGE: 48 years; Occ.: Service

PAN NO: AGIPJ8098D

UID NO. 8433 6240 1326

2. MRS. ARATI SACHIN JADHAV

AGE: 44 years; Occ.: Service

PAN NO: ALVPJ2362A

UID NO. 6247 1154 0243

Both R/at: Building No. A, Part 2, Flat No. 503,
Near Kunal Icon, Pimple Saudagar, Aundh Camp,
Pune-411027

Hereinafter called the **“VENDORS/ASSIGNORS”**

(Which expression shall unless repugnant to the context mean
and include their heirs' executors administrators assign) of the FIRST
PART.

AND

1. MR. TEKBAHADUR TULA SARKI

AGE: 27 years; Occ.: Service

PAN NO: IVJPS5221R

UID NO: 7784 0622 5468

2. KOMAL JEET BAHADUR SARKI

AGE: 22 years; Occ.: Service

PAN NO: PWKPS4538E

UID NO: 5000 4953 7127

Both R/at: Shiv Malhari Building, Sambhaji Nagar,
Angle High School, Loni Kalbhor, Pune- 412201

Herein after called the “**PURCHASERS/ASSIGNEES**”

(Which expression shall unless repugnant to the context mean and include their executors administers assign) of the SECOND PART.

WHEREAS

- A. All that piece and parcel of land totally admeasuring 7 Hectors 95 Ares i.e. 79,500 sq. mtrs, (including Potkharaba 86 Ares), assessed at Rs.14/- and paise 81, at Gat No.157 Village Bakori, Taluka Haveli, District Pune, within the limits of Gram Panchayat Bakori, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, and within the limits of Office of Sub-Registrar Haveli (hereinafter referred to as the Schedule I Property), is owned and developed by **M/s. Pristine Developers**, the Land Owner- Developer- Promoter herein (hereinafter referred to as the Promoter) for construction of a multi storied building complex named “**PRISTINE CITY**”.
- B. AND WHEREAS all that piece and parcel of land admeasuring 8581.63 Sq.mtrs. out of Schedule -I is developed by the

Promoter herein as **Phase I** of the Complex named “**PRISTINE CITY**”.

- C. AND WHEREAS Schedule-I Property is owned by Pristine Developers i.e. the Promoter herein, had purchased the same from its earlier Owners Mr. Rajesh Arun Patharkar and Mrs. Rekha Arun Patharkar by Sale Deed dated 14/12/2011 registered in the Office of Sub Registrar, Haveli No.19 at Sr. No. 11951/2011 and the name of the Promoter has been mutated on the 7/12 Extract of the Schedule I Property as owner thereof by Mutation Entry No. 1428 dated 16/12/2011.
- D. AND WHEREAS as per Zone Certificate dated 03/10/2011 the Schedule I Property is in Agriculture and No Development Zone.
- E. AND WHEREAS by Letter dated 17/11/2009, the Assistant Director Town Planning bearing No. M.ABP/ Mouje Bakori / Taluka Haveli / Gat No.157 / S / S / PU / 4143, recommended for approval the Layout of Schedule I Property, which is further revised by Plan approved by Town Planning Department, Pune vide ADTP Pune's Letter No. NA / A / B / T / Mouje/ Bakori Taluka Haveli Gat No.157/S/S/PU 2315 dated 19/05/2012.
- G. AND WHEREAS by Order bearing No. PRH/NA/SR/130/09 dated 17/03/2010, the Collector Pune granted NA permission for residential purpose for land admeasuring 78,510 sq.mtrs from total land admeasuring 79,500 sq.mtrs, i.e. the Said Land, as land admeasuring 990 sq.mtrs. is under road and the said Order has been modified by Order bearing No.

PMH/NA/SR/1259/11 dated 24/09/2012, whereby the Collector Pune granted NA permission for residential purpose for land admeasuring 79,191.79 sq. mtrs from total land admeasuring 79,500 sq.mtrs, i.e. the Schedule I Property, as land admeasuring 308.21 sq. mtrs, is under road.

H. AND WHEREAS the Schedule I Property was demarcated and measured by Demarcation and Measurement Certificate dated 08/11/2011, bearing No.9332/11.

AND WHEREAS, the Promoter accordingly commenced construction of those buildings in accordance with the said sanctioned plan;

AND WHEREAS the promoter transferred **Flat No. 303, on 3rd Floor, Wing-C, area adm. about 365 Sq.ft. i.e. 33.90 Sq. mtrs. Carpet + adjoining terraces admeasuring 70 Sq.ft. i.e. 6.50 Sq. mtrs. situated in the project known as “PRISTINE CITY PHASE-I”** and more particularly described in the schedule hereunder written (hereinafter referred to as the “Said Flat”) in favour of present assignors by virtue of agreement for sale, which is executed on 21/03/2013 and the said agreement to sale has been duly registered in the office of Sub-Registrar Haveli No. 10 Pune under the serial No. 3374/2013 dated 22/03/2013.

AND WHEREAS, as per the said Agreement the Assignors had paid the entire agreed consideration of the said flat to the promoter and the promoter having received the total consideration and has handed over the vacant and peaceful possession of the said flat to the Assignors by way of separate Possession Letter and since then till today the Assignors are in actual possession and occupation of

the said flat having rights to assign or transfer the said flat to any intended Assignees/s.

AND WHEREAS, the promoter has partly completed their construction work and obtained partly completion certificate from PMRDA vide it's certificate No. PHA / MOUJE BAKORI/ GAT NO. 157 / CASE NO. 2885 DATED 04/01/2016.

AND WHEREAS, the society named and style as '**PRISTINE CITY PHASE – I CO-OPERATIVE HOUSING SOCIETY LTD.**' has been formed by all the tenement holders and registered under Maharashtra Co-Operative Society Act 1960 (Maharashtra Act No. 24 of Year 1961) Section 9 (1) vide it's Reg. No. PNA/PNA (5)/HSG (TC)/19614/2019-20 dated 17/05/2019.

AND WHEREAS, the assignors are desirous of disposing off the said Flat and the purchaser herein knowing the intention of the assignors, approached the assignors and offered to purchase the said Flat for the total consideration of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** and the assignors have agreed to sell, transfer and assign all his rights title and interest in respect of the said Flat in favor of the assignees herein for the above said consideration;

NOW THIS INDENTURE WITNESSETH and it is mutually agreed by and between the parties hereto as follows:

1. Consideration and Payment Schedule

The assignors have sold, transferred and assigned and the assignees herein have purchased and acquired the said Flat (more particularly described in the schedule III hereunder written) for the total consideration of **Rs. 15,00,000/- (Rupees Fifteen Lakhs**

only) which the Assignees have paid to the assignors in following manner:

Payment Schedule

Rs. 50,000/-	Paid by way of NEFT vide its Transaction No. HSBCN28195117385 dated 08/10/2026 drawn on HSBC Bank.
Rs. 14,50,000/-	The Assignees have availed a loan from _____ Limited, against which a Banker’s Cheque bearing No. _____ dated ____/____/2026 drawn on _____Bank Limited and issued in favour of the Assignors.
Total Rs. 15,00,000/- (Rupees Fifteen Lakhs only)	

The payment and receipt of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** assignors and hereby admit and acknowledge and therefore no separate receipt is necessary.

2. Title and Ownership Assurance

The assignors do hereby assure unto the assignees that the assignors are the sole and absolute owners of the said Flat and that no other person except the assignors, have got any right, title, claim or interest of whatsoever nature in the said Flat. The assignors further assure the assignees that the assignors have not, on or before the date of this agreement, sold, transferred, assigned, or in

any other way encumbered or alienated their right, title, claim, and interest in respect of the said Flat in favour of any person whatsoever. The assignors confirm that the said Flat is free from all encumbrances, charges, loans, liabilities, mortgages, leases, liens, etc., and that the title of the assignors to the said Flat is good, clear, and marketable. The assignors indemnify the assignees against any undisclosed encumbrances.

3. Handover of Possession and Original Documents

The assignors, having received full and final consideration as per the payment schedule, have handed over the vacant, peaceful, and physical possession of the said Flat to the assignees. The assignees have received the same in the presence of witnesses, and therefore no separate possession receipt is necessary. The assignors undertake to deliver all original documents pertaining to the title and ownership of the Flat to the assignees. The assignors undertake to deliver all the original documents pertaining to the title and ownership of the Flat to the assignees. Assignors hereby declares that the neither he nor their legal heirs or family members or persons claiming through him shall be entitled to have any claim or interest in the said Flat.

4. Transfer Assistance and Future Dues

The assignors further agree and undertake 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 assignees as and when required by the assignees. The assignors will co-operate fully to ensure a smooth transfer of all rights and memberships. The present assignors have paid all dues of taxes and necessary outgoings till today and hereafter it is the liability of the

assignees to pay the same and the present assignors will not be held responsible for the same.

5. No Objection Certificate

The Assignors have permitted and authorized the Assignees to obtain the requisite No Objection Certificate (NOC) from the concerned Society for the transfer of the said Flat in favour of the Assignees, and accordingly, the Assignees have obtained the said NOC from the Society at their own cost and expense. The entire charges, fees and expenses payable for obtaining the said NOC have been borne and paid by the Assignees.

6. Taxes and Outgoings

The assignors further assure that they have paid all the municipal taxes, building maintenance charges, water charges, electricity bills and other outgoings in respect of the said Flat up to-date and the assignee shall be liable to pay for the same from the date of possession and shall not withhold the same for any reason whatsoever and shall indemnify and continue to be indemnified the assignors in this respect.

The assignors further assure that all the building maintenance charges, water charges, electricity bills and other outgoings in respect of the said Flat up to-date and the assignees shall be liable to pay for the same from the date of possession and shall not withhold the same for any reason whatsoever and shall indemnify and continue to be indemnified the assignors in this respect.

7. Assignees' Compliance with Prior Agreement

The assignees further agree to observe and perform the terms and conditions mentioned in the agreement executed by the assignors and the stipulations contained therein on their part.

8. Handover of Title Documents Post-Completion

That the assignors have agreed to handover all the relevant title documents/deeds in original only after the said transaction is complete and agree to operate with the assignees for obtaining the copies of the documents to obtain loan from any bank or financial institution.

9. Society Maintenance Charges

The assignees shall pay to the society a monthly maintenance charge including Municipal Taxes payable from time to time till the formation of the society.

10. Indemnity and Arbitration

The assignors indemnify the assignees against any future claims, disputes, or legal actions related to the said Flat arising from any act, omission, or breach by the assignors. If Any disputes may arise out of or in connection with this Deed of Assignment shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Pune, and the language of arbitration shall be Marathi or English.

11. Reconfirmation of Title and Ownership

The present assignors assure up to the assignees that the assignors are the sole and absolute owner of the said Flat and no person

excepting the present assignors have got a right, title, interest, claim, charge demand etc. in the said Flat. The assignors have not on or before the date of this agreement sold, transfer, assign or in any other way created encumbrances charges, mortgages, lease and liabilities etc. and the title to the said Flat of the assignors are good and clear as well as marketable.

12. Right of Access and Parking

The assignors hereby assure to the present assignees that there should be clear passage of movements leading to the said Flat without any hindrance or obstructions whatsoever. The assignees shall have full right to park his car/vehicles or motorcycle in the common parking space as permitted by the promoter.

13. Delivery of Keys and Amenities

The assignors shall ensure that all keys, access cards, remote controls for gates, and any other devices relating to the said Flat is handed over to the assignees on the date of possession. The assignors further confirm that all amenities, fittings, and fixtures as agreed upon have been delivered in good and working condition.

14. Assistance in Mutation and Utility Transfers

The assignors agree to provide all assistance, signatures, and documentation necessary for the assignees to have the property mutated in their name with the municipal corporation and to transfer all utility connections, including but not limited to electricity, water, gas, and society membership.

15. Liability for Previous Dues

The assignors confirms that any liabilities, dues, or charges relating to the period prior to the date of possession—including property tax arrears, society dues, penalties, or any hidden charges—shall remain the sole responsibility of the assignors and will not be passed on to the assignees.

16. Structural Safety Assurance

The Assignees hereby acknowledge and confirm that they have personally inspected and verified the said Flat, including its physical condition, construction, structure, fixtures, fittings and other aspects thereof, to their entire satisfaction, and have satisfied themselves regarding the safety, condition and suitability of the said Flat for their use and occupation. The Assignees further confirm that they have made all necessary enquiries and verifications, including with respect to the title, approvals, permissions, sanctions, building plans, Society records and other legal and statutory compliances relating to the said Flat, either personally or through their Advocate/consultants, and are satisfied with the same. Accordingly, upon handing over of possession of the said Flat to the Assignees, the Assignors shall have no liability or responsibility whatsoever in respect of any structural defect, deterioration, repair, maintenance, alteration, modification or any other physical condition of the said Flat arising or becoming apparent thereafter, and the Assignees shall be solely responsible for all costs, expenses, repairs, rectification and consequences arising after possession.

17. Right to Specific Performance

In the event of any breach by the assignors in fulfilling their obligations under this Deed of Assignment, the assignees shall have the right to enforce specific performance of this agreement through legal remedies, in addition to claiming damages and costs.

18. Binding Effect

This Deed of Assignment shall be binding upon the assignors and their heirs, executors, administrators, legal representatives, and assigns, and shall ensure to the benefit of the assignees and their heirs, executors, administrators, legal representatives, and assigns.

19. Applicability of Relevant Acts

This deed always be subject to the provisions of Maharashtra Ownership Apartment Act 1970 and/or Maharashtra Ownership Flat Act 1963, and/or Maharashtra Co-op. Societies Act 1960 and the rules made thereunder from time to time.

20. Expenses for Execution

The expenses such as stamp duty, registration fees, advocate fees and other incidental charges in connection with these charges and in connection with the final deed of assignment/transfer will be borne by the assignees only.

SCHEDULE - I PROPERTY

All that piece and parcel of land totally admeasuring 7 Hectores 95 Ares i.e. 79,500 sq. mtrs, (including Pot kharaba 86 Ares), assessed at Rs.14/- and paise 81, at Gat No.157 Village Bakori, Taluka Haveli, District Pune, within the limits of Gram Panchayat Bakori,

Taluka Panchayat Samiti Haveli, Zillah Parishad Pune, and within the limits of Office of Sub-Registrar Haveli and bounded as under:

On or towards East : School and Gavthan area of Gat No. 135, Gat Nos. 142 and 145;

On or towards West : Gat No. 158 and 159;

On or towards North : Gat No. 159 and Gat No. 323 (Road);

On or towards South : Gat No. 156 and 145.

SCHEDULE - II PROPERTY

All that piece and parcel of land admeasuring 8581.63 sq.mtrs i.e. 92372.66 sq.ft from land totally admeasuring 7 Hectores 95 Ares i.e. 79,500 sq. mtrs, (including Potkharaba 86 Ares), assessed at Rs. 14/- and paise 81, at Gat No.157 Village Bakori, Taluka Haveli, District Pune, within the limits of Gram Panchayat Bakori, Taluka Panchayat Samiti Haveli, Zillah Parishad Pune, and within the limits of Office of Sub-Registrar Haveli and bounded as under:

On or towards East : Gat No. 145;

On or towards West : Internal Road;

On or towards North : Internal Road;

On or towards South : Gat No. 156.

SCHEDULE "III" OF THE FLAT

Flat No. 303, on 3rd Floor, Wing-C, area adm. about 365 Sq.ft. i.e. 33.90 Sq. mtrs. Carpet + adjoining terraces admeasuring 70 Sq.ft. i.e. 6.50 Sq. mtrs. Having its

Grampanchayat Property No. 040090653 situated in the project known as “PRISTINE CITY PHASE-I” lying in “PRISTINE CITY PHASE-I CO-OPERATIVE HOUSING SOCIETY LTD.” which is situated and constructed on the land more particularly described in the schedule “I” hereinabove written, along with proportionate undivided share in the land and use of common areas, fixture, fittings, **MSEDCL Consumer No.** _____, water connection, staircase, terrace and all other amenities and facilities of the building provided thereon.

IN WITNESS WHEREOF the parties have set and subscribed their respective signatures on this Deed of Assignment in the presence of below named witnesses at Pune.

NAME AND SIGN OF ASSIGNORS / VENDORS	THUMB	PHOTO
1. MR. SACHIN PRAKASH JADHAV (ASSIGNOR / VENDOR)		
2. MRS. ARATI SACHIN JADHAV (ASSIGNOR / VENDOR)		

NAME AND SIGN OF THE ASSIGNEES/PURCHASERS	THUMB	PHOTO
1. MR. TEKBAHADUR TULA SARKI (ASSIGNEES/PURCHASERS)		
2. KOMAL JEET BAHADUR SARKI (ASSIGNEES/PURCHASERS)		

Witness :

1. Sign-
Name-
Address-

2. Sign-
Name-
Address-