



SHRI GAJANAN PRASANNA

DEED OF ASSIGNMENT

**THIS DEED OF ASSIGNMENT IS MADE AND EXECUTED AT PUNE ON
.....TH THIS DAY OF SEPTEMBER IN THE YEAR 2026.**

1. MR. PRASHANT ROHIDAS NAVALE

Age : 35 yrs **Occ:** Service,

PAN NO. AJUPN6575E

Aadhaar No.

2. MR. SWAPNIL ROHIDAS NAVALE

Age : 33 yrs **Occ:** Service,

PAN NO. BAGPN3118P

Aadhaar No.

Both R/at :- AM/B27, Ambedkar Nagar, Savarkar Road,
Dombivali East, Thane - 421201

HEREINAFTER referred to as the **ASSIGNORS** (which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include his heirs, executors, administrators and the assigns)

... PARTY OF THE FIRST PART.

AND

1. MR. PRAKASH MAHADEV RAUT

Age : 32 yrs **Occ:** Service,

PAN NO. BWBPR2752Q

Aadhaar No.

2. MRS. MEERA PRAKASH RAUT**Age :** 28 yrs **Occ:** Housewife,**PAN NO.** ETBPR8272M**Aadhaar No.****Both R/at :-**

HEREINAFTER referred to as the **ASSIGNEES** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns)

.... PARTY OF THE SECOND PART

WHEREAS as the Assignors are herein seized and in possession of or otherwise well and sufficiently entitled to bearing **Flat No. 503, admeasuring about 32.40 Sq. Mtrs. Carpet + Enclosed Balcony admeasuring about 3.96 Sq.Mtrs. + Dry Balcony admeasuring about 2.88 Sq.Mtrs. + Open Terrace admeasuring about 5.49 Sq. Mtrs., situated on Fifth Floor with one open car parking space in Wing/Building A of UTSAV RESIDENCY constructed on land or ground admeasuring 7891.06 sq.mtrs. being a part the land admeasuring 00 H 96.5 R i.e 9650 Sq.Ft. being part or portion out of the larger land admeasuring 03 H 26 R bearing New Gat No. 1127 (Old Gat No. 1633) situated at Village Wagholi (Awhalwadi), Tal: Haveli, Dist: Pune** within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli, Pune and which is more particularly described in the Schedule hereunder written. (hereinafter referred to as the '**Said Flat**')

HISTORY OF THE SAID PROPERTY

AND WHEREAS WHEREAS (1) Smt.Sangita Ramdas Satav (1A) Amol Ramdas Satav (2) Shri Ramesh Ramdas Satav and (3) Smt. Gajrabai Sopan Satav were the Owners of land admeasuring Hectares 00 = 96.50 Ares being a part or portion out of the land admeasuring Hectares 03 = 26 Ares bearing Gat No.1127 (earlier bearing Gat No.1633) situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Wagholi and falling in the "Residential" Zone under the Regional Plan for Pune Metropolitan Region

currently in force and which portion admeasuring Hectares 00 = 96.50 Ares out of the said land bearing Gat No.1127, Wagholi is hereinafter referred to as "the said Larger Land";

AND WHEREAS vide an Agreement for Development dated 19.06.2012 (duly registered under Serial No.4232 of 2012 with the Sub-Registrar, Haveli XII, Pune), the Co-Promoters herein granted rights of development of, inter-alia, the said Larger Land to the Promoter herein and, in consideration therefor, the Promoter is obliged to construct and hand over to the Co-Promoters certain built-up area in the Project to be implemented by the Promoter on the said Land;

AND WHEREAS the said Smt.Gajrabai Sopan Satav died in or around 05.08.2013 leaving behind her her Last Will and Testament dated 22.08.2012 whereby she confirmed the grant of rights of development of the said Larger Land to the Promoter herein and bequeathed all her claim, right, title and interest therein to Smt.Sangita Ramdas Satav, being No.(1) of the Co-Promoters herein;

AND WHEREAS vide the above recited Order dated 17.02.2016 bearing No.3435, the Pune Metropolitan Region Development Authority (PMRDA) sanctioned the building layout/building plans in respect of the construction to be carried out on the said Land;

AND WHEREAS the Promoter applied for and has obtained permission of the Office of the Collector, District Pune vide his Order 02.06.2016 bearing No. **PMRDA/NA/SR/51/2016**, for conversion of the user of the said Larger Land to "**non-agricultural**" under Section 44 of the Maharashtra Land Revenue Code, 1966;

AND WHEREAS the said sanctioned layout in respect of the said Larger Land admeasuring 9650.00 sq.mtrs. includes an Amenity Space admeasuring 1392.54 sq.mtrs and area under internal road and space earmarked for construction of multi-storied Building/s; the net area of the said Larger Land after deducting the area of the said Amenity Space i.e. 7891.06 sq.mtrs. is hereinafter referred to as the "the said Land" and the same is more particularly described in the First Schedule hereunder written;

AND WHEREAS accordingly, ROYAL DEVELOPERS prepared and got sanctioned the plans and design of the proposed building to be constructed upon the Project Land from Pune Metropolitan Regional Development Authority, Pune vide **Commencement Certificate No. बीएचए/मौ.वाघोली/ग.नं. ११२७पै/प्र.क्र. ३४३५ dated 17/02/2016.**

AND WHEREAS the Promoter has commenced construction on the said Land in accordance with the said permission obtained from the Office of the Collector, Pune and the Project which will be constructed on the said Land in accordance with the Sanctioned Plans will be known as "**UTSAV RESIDENCY**" and whereas the said Project consists of two buildings, details of which are listed below.

<u>Building</u>	<u>"A"</u>	<u>"B"</u>
One BHK Flat	22	22
One and Half BHK	21	21
Two BHK Flat	43	43
Two and Half BHK	1	1
Total No of Flats	87	87
No of Flats	8	8
No of Floors	11	11

AND WHEREAS the said two buildings namely "A" Wing and "B" Wing and the same together with the common Amenities and facilities as listed in the Third Schedule hereunder written, along with common areas all together constitute "the said Project":-

AND WHEREAS the Promoter has applied on ROYAL DEVELOPERS to the Maharashtra **Real Estate Regulatory Authority and obtained the Registration bearing No P52100006886 dated 16/08/2017** of the said Project under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS while sanctioning the said Building Layout and Building Plans the Office of the Collector of Pune has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and upon due observance and performance of which only the Completion Certificate in respect of the said Project shall be granted by the said Office;

AND WHEREAS the Assignors have purchased the said flat from **M/s Royal Developers through partners Mr. Piyush Raysoni, Mr. Rahul Gahvane Through its Power of Attorney Holder Mr. Bhaskar Chillal and others** by an Agreement which was duly registered in the office of Sub-Registrar Haveli 7, **vide document Serial No. 4493/2018 on dated 19/07/2018.**

AND WHEREAS, said developer with other Flat members have formed the co-operative Housing society by the name and style by the name and style as “..... **CO-OPERATIVE HOUSING SOCIETY LIMITED**” and the same has been registered before the Registrar of co-operative societies under the provisions of MCS Act 1960 and rules made there under bearing Registration No. **Dated** Developers and other members, Flat holder of Flat bearing no. ... are became the member of the society holding share certificate no. .. by holding .. shares distinctive no. .. to .. of total Rs. .../-.

AND WHEREAS, the Assignors have full right to use, occupy sell and convey the said **Flat**. The Assignors are exclusive owners of the said **Flat**.

AND WHEREAS, the Assignors are desirous of selling/disposing off the said **Flat** as he no more require it and the Assignees are willing to purchase the said **Flat** acquire all rights, title and interest of the Assignors.

AND WHEREAS, the Assignees, who are in need of **Flat** for their Residential purpose, approached the Assignors and after due negotiations, the Assignors agreed to sell their share of the said **Flat** hereto and the Assignees have paid entire amount of consideration to Assignors sum of **Rs. 36,00,000/- (Rs. Thirty Six Lakh Only)**

AND WHEREAS, the Assignors hereby assures unto the Assignees that the Assignors have good rights, title full power and absolute authority to deal

with the said **Flat** in the manner they likes and that no person other than the Assignors have any right, title or interest and claim in the said **Flat** or any part thereof.

AND WHEREAS, the Assignors hereby assure unto the Assignees herein that the said **Flat** and every part thereof is free from all encumbrances i.e. agreement, Trust, Lease, Lien, Lis-pendence, Attachment, Gift and also is not the subject matter of acquisition, requisition and reservation and so notice in that behalf has been received by the Assignors.

AND WHEREAS, the Assignors have not prior to this Assignment Deed orally or otherwise in written contracted to sell or transfer the said Flat in the name of the any third party.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in total consideration sum of **Rs. 36,00,000/- (Rs. Thirty Six Lakh Only)** paid by the Assignees to the Assignors (more particularly described in the schedule of payment hereunder written). The Assignors do hereby forever grant, convey, transfer, and assign unto the Assignees the entire proprietary rights in the said building and free from all encumbrances, charges and other dues mentioned hereinafter and TO HAVE AND TO HOLD the said **Flat** hereby granted, conveyed and assured so to be unto and to the use of the Assignees forever.

1. On completion of the transfer as aforesaid the Assignors will hand over to the Assignees all the relevant documents relating to the said **Flat** if any in possession of the Assignors.
2. The possession in respect of the said **Flat** is handed to Assignees from Assignors on this Assignment Deed.
3. The Assignors declare that they have till the date of this Deed of Assignment made net payment of all the out goings towards society charges expenses, taxes, electricity charges, water charges and other dues hence forth from the date of agreement of the **Flat** shall be responsibility of the party of Second Part (Assignees) to make payment of all such out going on the prorate basis.

In the event there are any payments balance prior to this agreement the Assignors agree to make good and will not put the Assignees in loss or any hindrance whatsoever.

4. The Assignors are owners of the **Flat** and no other person has any interest therein. The Assignors are aware that relying on the said representation, the Assignees have agreed to purchase the said **Flat**.
5. In the event if there are any defects in the title of the Assignors to the said **Flat**, the Assignors shall make good the defects at their own cost. In the event the defects could not be cured, the Assignors shall forthwith return the entire amount to the Assignees and shall not make any delay in payment in any cost.
6. In the event if there are any payments balance prior to this agreement. The Assignors agree to make good the same and shall not put the Assignees in loss of any kind whatsoever.
7. The Electricity meter stands in the name of the Assignors and the Assignors undertake to sign and verify all such documents necessary to transfer the electricity meter with deposit in favour of the Assignees at their own cost.
8. The Assignors herein agrees that they will bring all necessary certificates under Income Tax Act if required in respect of their agreement of the **Flat**.
9. Assignees will obey rules and regulations of the Co-operative Housing Society and they will pay the maintenance and other charges as decided by the society.
10. All the registration expenses such as Stamp duty, registration charges and all other expenditure relating to registration of this deed & transfer of society fees paid by the Assignees.
11. This deed shall always be subject to the provisions of Maharashtra Co-operative Societies Act, 1960 and /or Maharashtra Ownership FLAT Act, 1963 and the rules made there under from time to time.
12. The Assignors will hand over all the necessary relevant original documents

related to the said property at the time of immediately deed of assignment.

- 13.** The Assignees herein has agreed to purchase the said Flat as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Assignees herein to the subsequent Assignees as per the provision to the said clause 5(ga) (ii) of the Bombay Stamp Act, 1958.

PAYMENT SCHEDULE :-

1. Rs. 00,00,000/- Rs. only Paid through dated

2. Rs. 00,00,000/- Rs. only Paid through dated

Rs. 36,00,000/- (Rs. Thirty Six Lakh Only)

The Assignees paid the total amount of consideration to the Assignors through above payment schedule but if above schedule is not followed by the assignees then this deed of assignment will be considered as null and void.

SCHEDULE I DESCRIPTION OF SAID PROPERTIES

All that piece and parcel of land or ground admeasuring 7891.06 sq.mtrs. being a part or portion of the land admeasuring 9650 sq.mtrs. being a part or portion out of the larger land admeasuring Hectares 03-26 Ares bearing Gat No.1127 (earlier bearing Gat No.1633) situate, lying and being at Village Wagholi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat, Wagholi and which portion admeasuring 7891.06 sq.mtrs. out of the said land bearing Gat No.1127, Wagholi is bounded as follows, that is to say:-

On or towards the East : By Amenity Space out of the sanctioned Layout in

respect of portion admeasuring 9650 sq.mtrs. out of the land bearing Gat No.1127, Wagholi.

On or towards the South : By 12-Meter-wide Road and thereafter by land out of Gat No.1127, Wagholi held by Tukaram Satav and Maruti Satav.

On or towards the West : By land out of Gat No.1127, Wagholi held by Tukaram Satav and Maruti Satav.

On or towards the North : By land bearing Gat Nos. 1125 and 1126 Wagholi.

SCHEDULE II

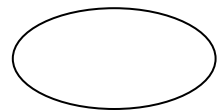
SCHEDULE OF THE FLAT

All that piece and parcel of the **Flat No. 503, admeasuring about 32.40 Sq. Mtrs. Carpet + Enclosed Balcony admeasuring about 3.96 Sq.Mtrs. + Dry Balcony admeasuring about 2.88 Sq.Mtrs. + Open Terrace admeasuring about 5.49 Sq. Mtrs., situated on Fifth Floor with one open car parking space in Wing/Building A of UTSAV RESIDENCY constructed on land or ground admeasuring 7891.06 sq.mtrs. being a part the land admeasuring 00 H 96.5 R i.e 9650 Sq.Ft. being part or portion out of the larger land admeasuring 03 H 26 R bearing New Gat No. 1127 (Old Gat No. 1633) situated at Village Wagholi (Awhalwadi), Tal: Haveli, Dist: Pune** within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub – Registrar Haveli, Pune and bounded as under :-

IN WITNESS WHEREOF the parties hereto have set their respective hands on the day, date and place mentioned hereinabove.

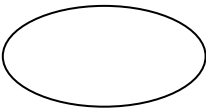


MR. PRASHANT ROHIDAS NVALE
(ASSIGNOR)

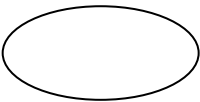




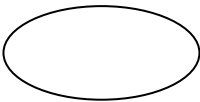
MR. SWAPNIL ROHIDAS NAVALE
(ASSIGNOR)



MR. PRAKASH MAHADEV RAUT
(ASSIGNEE)



MRS. MEERA PRAKASH RAUT
(ASSIGNEE)



WITNESSES

- 1) **Name** :
 Sign :
 Address :

2) **Name** :
 Sign :
 Address :