

DEED OF ASSIGNMENT (SALE DEED)

This Sale Deed is made and executed at Pune on this th day of September, in the year 2026, at Pune.

BETWEEN

1. MR.ANAND VITTAL SHETTY

Age:64 years, Occ: Service

PAN NO: AEGPS7715G

R/at: FLAT NO 603,CASCADE 3 ,A WING,KULUPWADI ROAD,T.C.S OFFICE,BORIVALI EAST, MUMBAI,
Maharashtra-400066

2. MRS. VINAYA ANAND SHETTY

Age: years, Occ: Service

PAN NO:-ABYPS0188A

R/at: : FLAT NO 603,CASCADE 3 ,A WING,KULUPWADI ROAD,T.C.S OFFICE,BORIVALI
EAST,MUMABAI,Maharashtra-400066

Hereinafter referred to as the “**VENDOR**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators, successors, and permitted assigns) of the **FIRST PART**.

AND

Mr.SAHIL SADIK SHAIKH

Age: **27 years**, Occupation: **Business**

PAN No: **IZFPS3393A**

Residing at: 207/21/1,CHATRPATI CHOWK,KASPATE WASTI,WAKAD, Pune-411057,
Maharashtra

Hereinafter referred to as the “**PURCHASER**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrators, successors, and permitted assigns) of the **SECOND PART**.

WHEREAS:

This Deed pertains to Residential **Flat No. C-601**, situated on the 10th habitable floor in the project "**LAXMI DEEP**", constructed on the land described in the Second Schedule herein, having a carpet area of **61.62 square meters (equivalent to 673.92 square feet)**, along with one open car parking (No. 48).

WHEREAS

- A) from Mutation Entry No. 851 it is observed that as per Phalnibara, the name of Smt. Sunitibai Ramchandra Wale was recorded in the record of rights of Survey No. 156/2A since 1944, and the same is given effect in the revenue record under Mutation Entry No. 851;"
- B) AND WHEREAS Mr. Ramchandra Dagdu Kalate was a Protected Tenant of the 1/2 portion in the said land, vide Order dt. 12.7.1960 & Dt. 24.4.1968 of Additional Mamlatdar, the possession of land was taken from tenant Mr. Ramchandra Dagdu Kalate and same was given to Smt. Sunitibai Ramchandra Wale and the same was given effect in the revenue record under Mutation Entry No. 1641;
- C) AND WHEREAS as per order passed by Hon'ble Agricultural Land Tribunal, Mulshi passed under Sec. 32G of Bombay Tenancy & Agricultural Land Act, the consideration of land was decided and Mr. Ramchandra Dagdu Kalate agreed to pay the same to Smt. Sunitibai Ramchandra Wale, hence the name of Mr Ramchandra Dagdu Kalate was recorded as occupier of the said land and name of Smt. Sunitibai Ramchandra Wale was recorded in the other right column under Mutation Entry No. 1714;
- D) AND WHEREAS as per the Order bearing No. LSP/V/44 dt. 31.10.1972 of Upper Tahasildar, Mulshi, Mr. Ramchandra Dagdu Kalate paid amount of sale and obtained Certificate under Sec. 32G of Bombay Tenancy & Agricultural Land Act and purchased the said % portion from Smt. Sunitibai Ramchandra Wale and on the basis of the same, his name was recorded in the record of rights holding the said land on "New Tenure" basis and the same was given effect in the revenue record under Mutation Entry No. 2095;
- E) AND WHEREAS on implementation of The Maharashtra Weights and Measurement Act, 1958 and Indian Coins Act, 1955 the area of land was converted to Hector and Rupees and the same was given effect under Mutation Entry No. 2011;
- F) AND WHEREAS Smt. Sunitibai Ramchandra Wale sold and transferred land admeasuring 0 Acre 50 Gunthas i.e. her % portion in land bearing Survey No. 156/2A to and in favour of Mr. Taraman Vithoba Wakadkar by a registered Sale-deed dt. 01.02.1979 and on the basis of the same, the name of Mr. Taraman Vithoba Wakadkar was recorded in the record of rights and the land purchased by the purchaser was renumbered as Survey No. 156/ 2A/2 and land admeasuring 00 Acre 50.5 Guntha which remained in the possession of Mr. Ramchandra Dagdu Kalate was renumbered as Survey No. 156/2A/1 and the same was given effect under Mutatio Entry No. 2319;
- G) AND WHEREAS some land had been acquired for Mumbai Pune Express Highway, and the same was given effect under Mutation Entry No. 3517. However, no area from Survey No. 156/2 had been acquired.
- H) AND WHEREAS as per the order passed by Civil Judge Jr. Division, Pune in Civil Suit No. 269/92 and as per Order dt. 26.7.1995 passed n Darkhast No. 106/95 and vide letter dt. 4.10.1995 issued by Tahasildar, Mulshi, Mr. Laxman Ramchandra Kalate and Mr. Ramchandra Dagdu

Kalate and others partitioned their properties amongst themselves and as per the said partition land admeasuring 00 H 30 R out of Survey No. 156/2A/1 was allotted to the share of Mr. Laxman Ramchandra Kalate and land admeasuring 0 H 21 R out of Survey No. 156/2A/1 was allotted to the share of Mr. Appa Ramchandra Kalate and same was given effect in the record of rights under Mutation Entry No. 5598;

- I) AND WHEREAS Mr. Laxman Ramchandra Kalate died on 13.11.1997, leaving behind him- 1) Mr. Hanumant Laxman Kalate - (Son) 2) Mr. Somnath Laxman Kalate - (Son) 3) Smt. Kalika Laxman Kalate - (Daughter) 4) Smt. Baby Laxman Kalate - (Widow)
- J) as his only legal heirs and their names were recorded in the record of rights under Mutation Entry No. 6891;
- K) LAND ADMEASURING 0 H 21 R :
- L) AND WHEREAS Mr. Appa Ramchandra Kalate, Mrs. Usha Appa Kalate, Master Dhananjay Appa Kalate, Ms. Dhanashri Appa Kalate, Ms. Seema Appa Kalate (through their natural guardian father Mr. Appa Ramchandra Kalate) and Mrs. Nanda Ashok Aarde granted the development rights in respect of land admeasuring 00 H. 21 R out of Survey No. 156/2A/1 to and in favour of Mr. Prakash Aburao Tate and Mr. Ganesh Nandkumar Naik by a Development Agreement dt. 16.12.2005, which was registered in the Office of Sub-Registrar
- M) LAND ADMEASURING Q H 15 R :-
- N) AND WHEREAS Mr. Hanumant Laxman Kalate, Mrs. Usha Hanumant Kalate, Master Sainath and Master Pranav through their natural guardian Mr. Hanumant Kalate, Mr. Somnath Laxman Kalate, Mrs. Kanupatra Somnath Kalate. Master Sarthak Somnath Kalate through his natural guardian Mr. Somnath Laxman Kalate, Ms. Baby Laxman Kalate, Ms. Kalika Laxman Kalate alias Kalika Shivaji Bhilare with the consent of Mrs. Shubhangi Prakash Tate sold and transferred said land admeasuring 0 H 15 R to and in favour of Mr. Laxman Sahebanna Mehetre by a registered Sale-deed dt. 19.5.2011, which was registered in the Office of Sub-Registrar Haveli No. 17 at Sr.No. 5446/11 on 06.06.2011 and on the basis of the same, the name of Mr. Laxman Sahebanna Mehetre was recorded in the record of rights under mutation entry no. 13349. The said land was on "New Tenure basis and Sub-divisional Officer, Maval. Pune vide their Order bearing No.: Tenancy Act/43/SR/47/2011 dt. 16.5.2011 granted permission to sell the said land and as per the said order the remark of Sec. 43 of Bombay Tenancy & Agricultural Land Act for the land admeasuring 00 H. 15 R came to be deleted from the record of rights and new remark of "for conversion of said land to N.A. use, 50% amount of market value to be paid in to the Govt. treasury", put in the other right column of record of rights.
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- P) sha Ppa late Ars. .ash red Mr. 911, 7 at the cord New 'rder nted
- Q) AND WHEREAS Mr. Laxman Sahebanna Mehetre paid 50% amount of Nazrana i.e. Rs. 1,22,38,000/- in Govt. Treasury and thus the remark of for conversion of said land to N.A. use 50% amount of market value to be paid in to the Govt. treasury" was deleted from the record of rights, by virtue of order dt. 27.08.2011 passed by Tahasildar, Mulshi and the same was given effect in the revenue record under Mutation Entry No. 13465.

AND WHEREAS the Purchaser, having sought residential accommodation, found the said flat suitable, approached the Vendor, and after negotiations, the Vendor agreed to sell, and the Purchaser agreed to purchase the said flat for a total consideration of **Rs. 71,00,000/-** (Rupees Seventy-One Lakhs Only), inclusive of all amenities, rights to hold fully paid shares in society, car parking, electricity connection, and all other Easementary rights appurtenant thereto.

While sanctioning the plans, the concerned local authorities and/or Government have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the said land, and upon due observance and performance of which only the occupation certificates in respect of the building/s and other structures are granted by the concerned local authorities.

AND WHEREAS: The Purchaser demanded from the Vendor, and the Vendor duly gave, and the Purchaser has duly taken, full, free, and complete inspection of all the documents of title relating to the entire land as also the plans, designs, and specifications, the commencement certificate, the non-agricultural permissions, and such other documents as are specified under the Maharashtra Ownership (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the “Act”) and the Rules made thereunder and amended up to date, and the Purchaser is fully satisfied with the same.

AND WHEREAS: The Vendor also supplied to the Purchaser true copies of the documents as are mentioned in the Act and the Rules made thereunder as demanded by the Purchaser. The copies of extract of 7/12, sketch of the layout plan, sketch of the Unit, and specifications of the areas agreed to be purchased by the Purchaser have also been inspected by the Purchaser, who has accepted the same, as also the Developer’s title.

AND WHEREAS that the builder has also formed the co-operative housing society under the name and style of “LAXMI DEEP Co-Op Housing Society”, which is also registered under the Co-operative Societies Act, 1960, vide its **REGISTRATION NUMBER: PNA/PNA(3)/HGS(TC)/21414/2019**. The Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the said land, and upon due observance and performance of which only the occupation certificates in respect of the building/s and other structures are granted by the concerned local authorities.

WHEREAS the present Vendor intend to sell, transfer, and convey the flat which is more particularly described in the schedule written hereunder, as they are planning to move to better accommodation and/or for other legal necessities.

AND WHEREAS the Purchaser, being in search of residential accommodation, found this flat suitable, approached the present Vendor, and after negotiations, the Vendor agreed to sell and the Purchaser agreed to purchase the said flat for the total cost of **Rs. 71,00,000/- (Rupees Seventy-One Lakh Only)**, which is inclusive of all the amenities attached to the said flat, right to hold fully paid shares in the society, car parking, electricity connection, and all other Easementary rights attached to the said flat.

AND WHEREAS, in the course of development and sale of the units on ownership basis as contemplated under the provisions of the Act, the Vendor herein, being absolutely entitled to the said Apartment as the true and absolute owner, for well and sufficient reasons, decided to sell, transfer, assign, and convey (i) the said Apartment along with (ii) the right, title, and interest for a reasonable consideration. The Purchaser herein, being interested in purchasing the said Apartment on ownership basis, offered a reasonable consideration therefor, and the Vendor have sold, transferred, and conveyed the said Apartment by virtue of this Indenture and subject to the terms appearing hereinafter.

THE PARTIES HEREIN DECIDED TO EXECUTE THESE PRESENTS ON THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

- 1. In consideration of the lump sum amount of Rupees **Rs. 71,00,000/- (Rupees Seventy-One Lakh Only)** and subject to full and final payment thereof paid by the Purchaser to the Vendor herein in the manner appearing hereunder, being the amount of full and final price/consideration of the said Apartment, the Vendor herein do hereby sell, transfer, convey, and assign, and the Purchaser hereby purchases and acquires the said Apartment as the owner thereof.
- 2. The Vendor have sold their right, title, and interest in respect of the said Apartment, along with the possession thereof, which they acquired by Agreement to Sale dated 27/10/2016 registered in the office of Sub-Registrar, Haveli No-05, Pune at Serial No. 8865/2016 in favor of the Purchaser herein by the Vendor, and the said Apartment is the subject matter of these presents.

3. CONSIDERATION AND MANNER OF PAYMENT:

The parties have arrived at a total consideration of Rupees **Rs. 71,00,000/- (Rupees Seventy-One Lakh Only)** being the purchase price for the said Apartment paid by the Purchaser to the Vendor in the following manner:

Amount	Mode of Payment & Details
Rs. 1,00,000/-	Paid by Online Transfer. Transaction ID: BB54N17865092952023599755, dated 12 August 2026, through HDFC Bank, Wakad Pune
Rs. 5,00,000/-	Paid by Online Transfer. Transaction ID: BB54R17883268947427764828, dated 2 Septembert 2026, through HDFC Bank, Wakad Pune
Rs. 3,00,000/-	Paid by Online Transfer. Transaction ID: BB54R17905708624038266751, dated 28 Septembert 2026, through HDFC Bank, Wakad Pune
Rs. 62,00,000/-	To Be Paid by D.D No , through ICICI Home Finance,Shivaji Nagar,Pune
Rs. 71,00,000/-	TOTAL CONSIDERATION

The Vendor has received the aforesaid amount and hereby admit and accept the receipt thereof and acquit, release, and discharge the Purchaser permanently and forever from the same and every part thereof. The Vendor hereby acknowledge the same by this sale deed itself, and for which no separate receipt is issued.

4. The Vendor hereby transfer the said Flat in the name of the Purchaser and assure the Purchaser that till execution of this Sale Deed, they have already paid all taxes, leases, electricity bills, and charges till date. Now the Purchaser shall be liable thereafter. The Vendors further confirm that there are no further outstanding dues from any authorities, and if any dues so arise, they will be liable to pay the same on behalf of the Purchaser hereinabove.
5. The Vendor further agree and assure the Purchaser that till date they have not sold nor purported to sell or mortgage or transfer or otherwise alienate in any manner whatsoever the said Apartment to any person or authority or bank or any such financial organization either private or public, and the Apartment is free from all encumbrances, being called, revoked, or suspended. The Vendor have full rights, powers, and authority to transfer the said Apartment and all their rights, titles, and interests in respect of the said Apartment, and the Purchaser shall be entitled to use and occupy the said Apartment as owner thereof without any interruptions, demands, or claims by the Vendor or any other person claiming through them.
6. The Vendor hand over the vacant possession of the said Apartment to the Purchaser free of any encumbrance of whatsoever nature by this agreement itself; hence, no separate possession receipt for the same is issued by the Vendor to the Purchaser.
7. The Purchaser agrees to bear all the expenses that may arise, such as society maintenance, MSEB dues, and such other dues as may arise, for which the Vendor will not be liable.
8. The Purchaser herein is and will be liable to pay all the taxes, maintenance charges of the said Apartment after registration of the present Sale Deed and in all future as the owner thereof, for which the Vendor will not be liable to pay.
9. The Purchaser shall be entitled to enjoy the said property from generation to generation and will be entitled to dispose of the same as per their will, for which the Vendor themselves or anybody claiming through them will not have any right of objection in any manner whatsoever.
10. The stamp duty and registration charges and all other incidental expenses relating to this Sale Deed shall be borne and paid by the Purchaser over and above the totally agreed consideration, for which the Vendor will not be liable to pay the same or any part thereof.
11. This agreement is subject to the provisions of the prevailing Maharashtra Ownership Act of 1963, Maharashtra Ownership Apartment Act of 1970, and also Maharashtra Co-Operative Societies Act of 1960 and the rules made thereunder.
12. The Purchaser can be a member of the Co-Operative Housing Society inclusive of all the unit holders, in place of the Vendors herein, and the Vendors shall give all consents and signatures to the Purchaser as and when required by him without demanding any extra consideration in return for the same.
13. All charges in respect of stamp duty and registration of this deed, along with Advocates' fees and

other charges, are to be borne and paid exclusively by the Purchaser herein.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE SAID PLOT

All that piece of land situated at Village Wakad, Taluka Mulshi, District Pune:

Direction	Boundary
East	Survey No 156/3
West	Survey No 151&152
South	Survey No 156/2B
North	Survey No 156/2A

THE SECOND SCHEDULE ABOVE REFERRED TO
RESTRICTED AREAS AND FACILITIES

All areas not covered under common areas and facilities, including but not limited to open spaces, parking at all levels, servant toilets, terraces, are restricted areas and facilities, and BTPLLP shall have absolute right to dispose of the same to any person(s) as deemed fit.

THE THIRD SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PREMISES

Flat No. C-601, admeasuring 62.61 sq. mtrs. (equivalent to 673.73 sq. ft. carpet area), on the 10th

floor in "C" Wing in project "**LAXMI DEEP**", situated on Survey No. 156, Hissa No. 2A/1 at Village Wakad, Taluka Mulshi, District Pune, within the local limits of Wakad and within the jurisdiction of Sub-Registrar, Haveli No. 1 and 28, Dist Pune. (Along with all furniture & fixtures, light meter connection, gas connection, right of membership, shares in the society/proposed society, and Easementary rights and appurtenances attached thereto), along with one open car parking .

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and signed hereunder on the day, month, and year first above written.

MR.ANAND VITTAL SHETTY

MRS. VINAYA ANAND SHETTY

(VENDOR)

MR.SAHIL SADIK SHAIKH

(PURCHASER)

WITNESSES 1:

Sign:

Name:

Address:

WITNESSES 2:

Sign:

Name:

Address:
