

DEED OF ASSIGNMENT (SALE DEED)

THIS DEED OF ASSIGNMENT (SALE DEED) is made and executed at Pune, Maharashtra on this _____ day of _____ in the year 2026.

BETWEEN

1. MR. ABDULSAMAD SAHEBMIYA SHAIKH Age: _____ Years, Occupation: CA & Builder PAN: ADIPS8793H Aadhaar No.: _____ Residing at: _____

2. MRS. SHAIKH NASREEN ABDULSAMAD Age: _____ Years, Occupation: Housewife PAN: AKIPS4535N Aadhaar No.: _____ Residing at: _____

Hereinafter collectively referred to as the "VENDOR/ASSIGNORS" (which expression shall, unless repugnant to the context, include their respective heirs, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

1. MRS. HASINA RAJJAK MANER Age: _____ Years, Occupation: _____ PAN/Aadhaar No.: _____ Residing at: _____

Hereinafter hereinafter referred to as the "PURCHASER/ASSIGNEE" (which expression shall, unless repugnant to the context, include her heirs, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND WHEREAS

The Assignors/Sellers represent that they are entitled to and/or hold the right, title and interest in respect of Residential Flat No. B-6/701, situated on the 7th Floor of Building B-6, in the project known as "XRBIA RIVER FRONT HINJEWADI", situated at Bebadohal, Maharashtra – 410506, having carpet area 39.39 square metres (approximately 424 square feet), together with proportionate rights in common areas, facilities, access, society interest/share and all other rights appurtenant thereto, as more particularly described in the original title documents.

The said property is more particularly described in the original Agreement/Sale Deed, Index II and other title documents relating to the property.

The Assignors/Sellers have agreed to sell, assign and transfer all their right, title, interest, claim and benefit in the said property in favour of the Assignee/Purchaser for a total consideration of **■13,50,000/-** (Rupees Thirteen Lakh Fifty Thousand Only).

The Assignee/Purchaser have agreed to purchase and accept the said property on the terms and conditions contained herein.

The parties confirm that there is no existing home loan/mortgage over the said property created by the Assignors/Sellers.

Physical possession of the said property has NOT yet been handed over to the Purchaser. A Possession Certificate is presently not available.

The following documents are stated to be available: Original Agreement/Sale Deed, Index II, Society Share Certificate and Occupancy Certificate (OC). Property Tax Receipt and Maintenance/No-Dues Certificate are presently not available.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. CONSIDERATION: The total sale/assignment consideration agreed between the parties is **■13,50,000/-** (Rupees Thirteen Lakh Fifty Thousand Only). The amount of token/advance paid at or before execution of this Deed shall be **■_____/-** (Rupees _____ Only), and the balance amount of **■_____/-** shall be paid by the Purchaser to the Sellers by lawful banking mode at or before registration/completion of the transaction. The parties shall retain proper proof of all payments.

2. SALE AND ASSIGNMENT: In consideration of the aforesaid amount, the Assignors/Sellers hereby agree to sell, assign, transfer and convey unto the Assignee/Purchaser all their right, title, interest, claim and benefit in the said Flat No. B-6/701, together with the proportionate rights in common areas and facilities, society shares/interest and all rights arising from the original title documents, subject to the terms of this Deed and applicable law.

3. **PROPERTY PARTICULARS:** Residential Flat No. B-6/701, situated on the 7th Floor of Building B-6, in the project known as "XRBIA RIVER FRONT HINJEWADI", situated at Bebadohal, Maharashtra – 410506, having carpet area 39.39 square metres (approximately 424 square feet), together with proportionate rights in common areas, facilities, access, society interest/share and all other rights appurtenant thereto, as more particularly described in the original title documents. The exact survey/CTS/plot details, society registration number, original agreement number/date and other property particulars shall be inserted from the original registered documents before final execution.

4. **POSSESSION:** The Sellers shall hand over peaceful and vacant possession of the said flat to the Purchaser on receipt of the full agreed consideration and completion of registration and other agreed formalities, unless the parties record a different arrangement in writing. A separate possession letter/acknowledgement may be signed at the time of handover.

5. **MAINTENANCE AND PROPERTY TAX DUES:** The Purchaser have agreed to bear/pay the outstanding maintenance charges, society dues and property taxes relating to the said flat/property, including dues outstanding as on the date of this Deed, as mutually verified by the parties. Wherever practicable, such payments shall be made directly to the concerned society/local authority and receipts shall be retained. Any liability arising from the Sellers' personal borrowing, mortgage, attachment, litigation, or third-party claim unrelated to ordinary property maintenance/property-tax dues shall remain the responsibility of the Sellers unless expressly accepted by the Purchaser in writing.

6. **NO EXISTING HOME LOAN / MORTGAGE:** The Sellers declare that, as on the date of execution, there is no existing home loan or mortgage over the said flat created by them. The Sellers shall not create any further charge, mortgage, sale, agreement, assignment, gift, lease or third-party interest in the said property after execution of this Deed.

7. **TITLE AND INDEMNITY:** The Sellers declare that they have disclosed to the Purchaser all material facts known to them concerning their right, title and interest in the said property. The Sellers shall indemnify the Purchaser against loss caused by any prior sale, mortgage, charge, attachment, court order or third-party claim created by or attributable to the Sellers before completion of the transaction, except matters expressly disclosed and accepted by the Purchaser in writing.

8. **DOCUMENTS:** The Sellers shall hand over/produce the original documents available with them, including the Original Agreement/Sale Deed, Index II, Society Share Certificate and Occupancy Certificate (OC), subject to availability and the requirements of the concerned society/authority/registration office. The parties acknowledge that the Property Tax Receipt, Maintenance/No-Dues Certificate and Possession Certificate are presently not available.

9. **SOCIETY TRANSFER:** The parties shall cooperate with the concerned society/association/builder/competent authority for transfer of membership, society shares, records and other rights in favour of the Purchaser. The Purchaser shall submit required transfer/membership documents and pay applicable charges lawfully payable by them.

10. **STAMP DUTY AND REGISTRATION:** Stamp duty, registration fee and other statutory charges payable on this Deed shall be borne by _____, as mutually agreed by the parties, and shall be paid as required by the competent authority. The parties shall provide true and complete information required for registration and valuation.

11. **BROKERAGE:** Brokerage, if any, shall be borne by _____. If no brokerage is payable, the parties shall record "NIL".

12. **DEFAULT BY SELLERS:** If the Sellers fail to complete the transaction after receiving consideration/advance, or create any third-party interest contrary to this Deed, the Purchaser shall have remedies available under applicable law, including recovery of amounts paid and other lawful remedies.

13. **DEFAULT BY PURCHASER:** If the Purchaser fail to pay the balance consideration within the mutually agreed time after the Sellers have complied with their obligations, the parties shall first provide written notice and reasonable opportunity to cure the default. Any cancellation or forfeiture shall operate only to the extent permitted by applicable law and expressly agreed in writing.

14. **DISCLOSURE / PRESENT STATUS:** The Purchaser acknowledge that the Possession Certificate, Property Tax Receipt and Maintenance/No-Dues Certificate are presently not available. The Purchaser may independently verify title, encumbrances, society records, taxes, dues and project records before final registration. Nothing in this clause shall waive the Sellers' responsibility for title defects, undisclosed encumbrances or fraudulent/misleading

representations attributable to the Sellers.

15. ENTIRE UNDERSTANDING: This Deed records the understanding between the parties concerning the sale/assignment of the said property. Any amendment shall be made in writing and signed by all parties.

16. JURISDICTION: Subject to applicable law, courts and competent authorities having jurisdiction over the location of the property shall have jurisdiction in respect of disputes arising from this Deed.

SCHEDULE OF THE PROPERTY

Residential Flat No. B-6/701, situated on the 7th Floor of Building B-6, in the project known as "XRBIA RIVER FRONT HINJEWADI", situated at Bebadohal, Maharashtra – 410506, having carpet area 39.39 square metres (approximately 424 square feet), together with proportionate rights in common areas, facilities, access, society interest/share and all other rights appurtenant thereto, as more particularly described in the original title documents.

DOCUMENTS / ANNEXURES

1. Copy of Original Agreement/Sale Deed
2. Index II
3. Society Share Certificate
4. Occupancy Certificate (OC)
5. Identity/PAN documents of Sellers and Purchaser
6. Any available society/builder transfer documents
7. Property Tax Receipt – presently not available
8. Maintenance/No-Dues Certificate – presently not available
9. Possession Certificate – presently not available

IN WITNESS WHEREOF

The parties hereto have read and understood the contents of this Deed and have voluntarily executed the same on the day, month and year first written above.

SIGNED AND DELIVERED BY THE ASSIGNORS / SELLERS

1. MR. ABDULSAMAD SAHEBMIYA SHAIKH Signature: _____
2. MRS. SHAIKH NASREEN ABDULSAMAD Signature: _____

SIGNED AND ACCEPTED BY THE ASSIGNEE / PURCHASER

1. MRS. HASINA RAJJAK MANER Signature: _____

WITNESSES

1. Name: _____ Address: _____ Signature: _____
2. Name: _____ Address: _____ Signature: _____

IMPORTANT: This is a working draft. Exact title particulars, registration details, stamp duty, registration fee, society requirements and the legal effect of the assignment should be verified from the original documents and by a Maharashtra property lawyer/document writer before execution and registration.