

**DEED OF ASSIGNMENT**

**THIS DEED OF ASSIGNMENT IS MADE AND EXECUTED AT  
PUNE ON THIS \_\_\_\_\_ SEPTEMBER 2026.**

**B E T W E E N**

**1. MR. SHIVAJI SANTU POL**

Age: 47 Years, Occupation: Business

**PAN: ATBPP9730A**

Aadhaar No: 8015 0769 6715

**2. MRS. MAYA SHIVAJI POL**

Age: 40 Years, Occupation: Housewife

**PAN: CDBPP8510Q**

Aadhaar No: 4838 7932 7926

Both R/At: S. No.14/4, Flat No.10,

Green Glory Appartment, Bavdhan Bk., Pune - 411021.

Hereinafter referred to as the "**SELLERS/ASSIGNORS**" (which expression unless repugnant to the context or meaning thereof shall mean and include he/she/they/ himself/herself/ themselves and his/her/their heirs, executors, administrators, assigns, etc.)

**.....PARTY OF THE FIRST PART**

**A N D**

**MR. SAMEER NASHIRODDIN SHAIKH**

Age: 24 Years, Occupation: Service

**PAN: NPNPS0855A**

**Aadhaar No: 2180 0257 0820**

R/At: S. No.83/17, Rajesh Building, Shriram Colony,

Shastrinagar, Near Naravane Dawakhana, Kothrud, Pune - 411038.

Hereinafter referred to as the "**PURCHASER/ASSIGNEE**" (which expression unless repugnant to the context or meaning thereof shall mean and include he/she/they/ himself/herself/ themselves and his/her/their heirs, executors, administrators, assigns, etc.)

**..... PARTY OF THE SECOND PART**

**WHEREAS**, Smt. Vimal Tukaram Pawale and others were the owners of All that piece and parcel of the lands situated at Village Pirangut, Taluka Mulshi, District Pune, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Mulshi (Paud) and within the limits the jurisdiction of Sub-Registrar, Paud and Sub-Registrar Mulshi 2, Pune, totally admeasuring about 02 Hectare 60.4033 Ares i.e. 26040 sq. mtrs., (Herein after referred to as the "Said Property") bearing the following Gat Nos:

| Sr. No. | Gat Number    | Area (Hectare & Ares) |
|---------|---------------|-----------------------|
| 1.      | Gat No. 148/1 | 0 Hectare 52 Ares     |
| 2.      | Gat No. 149   | 1 Hectare 22.2 Ares   |
| 3.      | Gat No. 150   | 0 Hectare 14 Ares     |
| 4.      | Gat No. 151   | 0 Hectare 07Ares      |
| 5.      | Gat No. 152   | 0 Hectare 7.2 Ares    |
| 6.      | Gat No. 254   | 0 Hectare 58.4 Ares   |
|         | Total         | 2 Hectare 60.40 Ares  |

AND WHEREAS, the said Owners, i.e. Smt. Vimal Tukaram Pawale and others decided to develop the said Property and therefore executed various Development Agreements with M/s. Kallyaanee Fortune Properties and the details of all these documents are given here under:

| Gat No. | First Party                           | Second Party                      | Document Type         | Document No. | Date       |
|---------|---------------------------------------|-----------------------------------|-----------------------|--------------|------------|
| 149     | Mr.Balasaheb Pawale & Others          | The Kallyaanee Fortune Properties | Sale Deed             | 735/2015     | 22/01/2015 |
| 254     | Mr.Natha Pandit Raut                  | The Kallyaanee Fortune Properties | Sale Deed             | 1701/2015    | 23/02/2015 |
| 254     | Mr.Natha Pandit Raut                  | The Kallyaanee Fortune Properties | Sale Deed             | 1582/2015    | 02/06/2015 |
| 148/1   | Smt.Vimal Tukaram Pawale & Others     | The Kallyaanee Fortune Properties | Development Agreement | 2348/2015    | 16/03/2015 |
|         |                                       |                                   | POA                   | 2349/2015    | 16/03/2015 |
| 149     | Mr.Natha Pandit Raut                  | The Kallyaanee Fortune Properties | Development Agreement | 1583/2015    | 14/05/2015 |
|         |                                       |                                   | POA                   | 1584/2015    | 14/05/2015 |
| 149     | Mr.Shivaji Sattu Pawale & Others      | The Kallyaanee Fortune Properties | Development Agreement | 2312/2015    | 13/03/2015 |
|         |                                       |                                   | POA                   | 2313/2015    | 13/03/2015 |
| 150     | Mr.Shivaji Sattu Pawale & Others      | The Kallyaanee Fortune Properties | Development Agreement | 2321/2015    | 13/03/2015 |
|         |                                       |                                   | POA                   | 2322/2015    | 13/03/2015 |
| 151     | Mr.Namdev Nivrutii Nikate & Others    | The Kallyaanee Fortune Properties | Development Agreement | 1119/2015    | 23/03/2015 |
|         |                                       |                                   | POA                   | 1120/2015    | 23/03/2015 |
| 152     | Smt.Dhondabai Nathu Nikate & Others   | The Kallyaanee Fortune Properties | Development Agreement | 7037/2020    | 12/12/2020 |
|         |                                       |                                   | POA                   | 7038/2020    | 12/12/2020 |
| 254     | Mrs.Sangeeat Shrikant Kelkar & Others | The Kallyaanee Fortune Properties | Development Agreement | 2309/2015    | 13/03/2015 |
|         |                                       |                                   | POA                   | 2310/2015    | 13/03/2015 |
| 254     | Mr.Namdev Nivrutti Pawale & Others    | The Kallyaanee Fortune Properties | Development Agreement | 2324/2015    | 13/03/2015 |
|         |                                       |                                   | POA                   | 2325         | 13/03/2015 |

AND WHEREAS, by virtue of the aforesaid various Development Agreements and Power of Attorneys, the said M/s. Kallyaanee Fortune Properties, Partnership Firm through its Partners Shri. Kishore Bhurmal Jain and Shri. Nilesh Shamlal Agarwal alone got sole and exclusive rights to construct and allot/ sell flats etc. upon the said Property. (Herein after M/s. Kallyaanee Fortune Properties, a Partnership Firm through its Partners to be referred to as the **"Said Developer/ Promoter"**)

AND WHEREAS, The said Developer applied for and has obtained permission of the Office of the Collector, Pune vide his N.A. Order dated 11/05/2021 bearing No. MULSHI/NA/SR/51/2020, for conversion of the user of the said Larger Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966.

AND WHEREAS, vide the above recited Order dated, the PMRDA, Pune also sanctioned the building layout/building plans in respect of the construction of the complex to be carried out on the said Larger Land vide Commencement Certificate bearing no. BMU/Mouje. Pirangut/ Taluka Mulshi/S.N.148/1 and others/P.K. NO 325/18-19/ dated 30/08/2021 and whereas as per the said sanctioned building layout/building plans, the Promoter obtained permission to construct buildings containing units and other structures on the said land.

AND WHEREAS, the said sanctioned layout in respect of the said Larger Land admeasuring 26040 sq. mtrs. Includes an area of Amenity Space admeasuring 3654.72 sq. mtrs & open space area admeasuring 2436.48 sq. mtrs and area admeasuring 1675.23 sq. mtrs is under proposed D.P./R. P. Road widening area.

AND WHEREAS, after deducting an area of Amenity Space admeasuring 3654.72 sq.mtrs & area under proposed D.P./ R. P. Road widening area admeasuring 1675.23 sq. mtrs, the net plot area admeasures 20710.05 Sq. Mtrs. including open space area admeasuring 2436.48 Sq. Mtrs which is hereinafter referred to as "the said Land" and the same is more particularly described in the Second Schedule hereunder written;

AND WHEREAS, the said Developer have subdivided the said net plot into Two Parts, Plot No 1 and Plot No 2. Whereas Plot No 1 area is admeasuring 1275.08 sq. mtrs and Plot No 2 area is admeasuring 19434.97 sq. mtrs. And both the plots are of the same layout hence both plots unit purchasers will have access and use and benefits to the entire layout and its amenities, facilities, services, approach roads, etc.

AND WHEREAS, the said Developer decided to develop the whole Project in different phases out of that First Phase consists of Wing "A" & Wing B (which is hereinafter referred to as "the Said Project");

AND WHEREAS, the said Promoter/Developer has executed the Agreement for Sale Dt. 02/01/2023, with Mr. Shivaji Santu Pol and Mrs. Maya Shivaji Pol, the present Sellers/Assignors herein, for All that Piece and Parcel of **Flat No. 610**, admeasuring 46.95 Sq. Mtrs. carpet area along with attached balcony at eye-level/dry/open balcony admeasuring 7.03 sq. Mtrs., situate on the **Sixth Floor** in **Phase/Wing "B"** of the Housing Complex to be known as "**EXCELLAA FLORENCE 1**", Situated at Gat No.148/1, 149, 150, 151, 152, & 254 at **Village: Pirangut**, Taluka – Mulshi, District – Pune, (the said Flat More particularly described in Schedule "III" written hereunder) The said Agreement for Sale is duly registered with the Sub-Registrar, Mulshi - 2, Pune Sr. No.23/2023 on 02/01/2023. (Herein after referred to as the "**Said Flat**")

AND WHERAS, the said Sellers/Assignors Mr. Shivaji Santu Pol and Mrs. Maya Shivaji Pol have paid the full amount of consideration to the said Promoter/Developer and the said Promoter/Developer has handed over legal, peaceful and vacant possession of the said Flat to the present Sellers/Assignors and since then the present Sellers/Assignors are in actual Possession of the said Flat. Thus the present Sellers/Assignors are Legal owners of the said Flat and have absolute ownership rights, authority and title and interest in the said Flat.

AND WHEREAS, the Said Promoter/Developer has completed construction of the said building of ownership Flat scheme upon the said property and obtained Completion Certificate Dt. 09/06/2026 bearing NO.PMRDA/PO/2026/APL/00167, from Pune Metropolitan Region Development Authority, Pune, (PMRDA).

AND WHEREAS, the present Sellers/Assignors are desirous to sell and transfer all their legal rights, title and interest in the said Flat and are approached by the Purchaser/Assignee herein, who is also on the look out of a suitable residential Flat in the said locality. Hence and on negotiations the Sellers/Assignors, have decided to sell assign/ transfer/ convey the said Flat for a lump sum consideration of **Rs. 40,00,000/- (Rupees Forty Lakh Only)** to the Purchaser/Assignee herein. The Purchaser/ Assignee found the said offer reasonable and therefore the parties have executed Agreement to Sell Dt. \_\_\_\_/\_\_\_\_/2026 and registered the same at Sub Registrar Office Haveli No.\_\_\_\_, Pune at Sr. No.\_\_\_\_/2026 on \_\_\_\_/\_\_\_\_/2026. And after compliance of all the terms and conditions of the said Agreement to Sell, the parties have decided to execute present Deed of Assignment. The present Deed of Assignment is being executed and registered hereby as follows;

(A) THE SELLERS/ASSIGNORS DECLARE AND REPRESENT TO THE PURCHASER/ASSIGNEE THAT :-

- (i) The Sellers/Assignors have not borrowed any type of loan from any Bank, financial institution or from employer in respect of the said Flat.

- (ii) The Sellers/Assignors have clear and marketable title, free from encumbrances to the said Flat to be transferred hereby and is entitled to sell/assign/transfer the same without any restriction.
- (iii) This present Deed shall always be subject to the provisions contained & in Maharashtra Ownership Flat Act, 1963 and the rules made there under as well as Apartment Ownership Act, 1970 and The Maharashtra Co-Operative Societies Act, 1960.
- (iv) The Sellers/Assignors have paid all outgoings including rates, cesses, assessments, Corporation taxes, water and electricity bills till date. However, the Sellers/Assignors shall pay any previous dues of V.A.T, Service Tax or any other taxes if applicable on the transaction between the Sellers/Assignors and the Developer/Promoter if occurred or demanded by the Government. The Sellers/Assignors agree to indemnify and keep indemnified the Purchaser/ Assignee in respect of any claim that may be made or filed in future by the said Developer or by any Government Authorities towards its past dues in respect of the said Flat.
- (v) That the Sellers/Assignors are the sole and absolute Owners of the said Flat and no other person or persons has or have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said Flat either by way of sale, charge, lien, gift, trust, lease easement etc. and the Sellers/Assignors have good right, full power and absolute authority to sell and transfer the same to the Purchaser/ Assignee with clear title.
- (vi) That Sellers/Assignors have not created any encumbrance and/or third party interest of whatsoever nature in respect of the said Flat and the said Flat is not a subject matter of any litigation nor is the same attached in execution of any decree. The Sellers/Assignors have not created any tenancy right, leasehold rights and/or leave and license and/or any rights in favor of any one in respect of the said Flat.
- (vii) That the Sellers/Assignors have paid and discharged all liabilities and dues till the date of execution of this deed in respect of the said Flat as mentioned in the Agreement for Sale and registered with the Sub-Registrar, Haveli Pune.
- (viii) That, as on date there is no litigation or such other proceedings whatsoever pending in any court or forum or before any authority

in respect of or concerning the said Flat and/ or said shares and/ or their/his/her right, title and interest there to or therein.

- (ix) That no Income Tax notice, Municipal Corporation Property Tax Notice or any other Public Authorities have issued any order/Notice restraining and there is no attachment or other prohibitory order issued by any Competent Court or Authority preventing or restraining the Sellers/Assignors to deal with, to dispose off, to sell/ assign/ transfer the said Flat or any part thereof as contemplated hereunder.
  - (x) That the Sellers/Assignors are aware that in any circumstances or obligations the said Sellers/Assignors are not prevented or restrained from selling, disposing off or transferring the said Flat to the Purchaser/Assignee herein.
  - (xi) That the Sellers/Assignors represented to the Purchaser/Assignee that they are Indian Residents and have not obtained Non- Resident Indians (NRI) status and paying taxes to the Indian Government Authorities. However, the Sellers/ Assignors agree to indemnify and keep indemnified the Purchaser/Assignee in respect of any claim (if any) that may be made or filed against the said Sellers/Assignors in the future by the Income Tax Authorities or by any Tax Authorities & government bodies in respect of the Said Flat or for the present transaction.
  - (xii) That no notice has been received from the Municipal Corporation for breach of any statutory provisions, rules and regulations in respect of the said Flat. That the said Flat is not under requisition or acquisition by any Public Authority.
- (B) Relying upon the assurances given by the Sellers/Assignors and upon the aforesaid assurances, the Purchaser/Assignee purchased and acquired the said Flat/ Premises, free from all the charge, encumbrances, whatsoever nature from the said Sellers/Assignors on the terms and conditions herein contained.

**NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -**

The Sellers/Assignors hereby transferred/ assigned /conveyed in favour of the Purchaser/Assignee, All that Piece and Parcel of **Flat No. 610**, admeasuring 46.95 Sq. Mtrs. carpet area along with attached balcony at eye-level/dry/open balcony admeasuring 7.03 sq. Mtrs., situate on the **Sixth Floor in Phase/Wing "B"** of the Housing Complex to be known as "**EXCELLAA FLORENCE 1**", Situated at Gat

No.148/1, 149, 150, 151, 152, & 254 at **Village: Pirangut**, Taluka – Mulshi, District – Pune along with;

- (a) All moneys standing at the credit of the Sellers/Assignors in the books of accounts of the said Society/Builder/ Developers including, premium account, if any, the property account, the development account, sinking fund account, or any other account by whatever name called;
  - (b) The right to the existing electricity meter, water meter/s and other services and facilities, if any, enjoyed by the Sellers/Assignors in connection with the said Flat/ Premises and all deposits paid for the electricity meter, water meter or any other connections.
2. The Purchaser/ Assignee has paid full amount of consideration of **Rs.40,00,000/- (Rupees Forty Lakh Only)** to the Sellers/ Assignors, who hereby admit the same, in a manner so mentioned in “SCHEDULE-IV” written hereunder and today the said Owners/Sellers/Assignors have handed over the actual, legal, vacant and peaceful possession of the said Flat/ Premises to the Purchaser/Assignee.
3. The Purchaser/Assignee has seen and verified all the documents in respect of the said Flat, available with the Sellers/Assignors and is satisfied about the title of the Sellers/Assignors to the said Flat.
4. The Sellers/Assignors declare that the assurances given by the Sellers/Assignors in these presents are true and correct and form the basis and constitute conditions of the contract.
5. The Sellers/Assignors have duly paid and discharged in full all the dues & liabilities in respect of the said Flat including municipal taxes, rates & monthly maintenance charges etc. payable to the said Developer till date.
6. That the Sellers/Assignors hereby agree that, whenever it is called by the Purchaser/Assignee for registration of the present Deed /Conveyance Deed or any other agreement to confirm the title of the Purchaser/Assignee in respect of the said Flat, the Sellers/Assignors shall remain present and admit the execution of the same before the Sub-Registrar of Assurances at Haveli, Taluka Haveli, Dist. Pune or any Government Authority and the Sellers/Assignors, other than the

present consideration amount will not demand extra charges for the same.

7. The Sellers/Assignors declare that henceforth, the Purchaser/ Assignee are absolutely entitled to hold, occupy and own the said Flat/Apartment as an owner thereof and no other person/s has or have any right, title or interest therein.
8. That, the Purchaser/Assignee agreed to bear all the expenses, charges for transfer of M.S.E.D.C.L. Meter, Gas connection, Water Meter and Property Tax in respect of the Said Flat. The Sellers/Assignors, without any additional remuneration (i.e. other than the consideration amount) will give their signature/s or written consents in favor of the Purchaser/ Assignee in this regards, at the costs of the Purchaser/ Assignee only.
9. That, the said Sellers/Assignors have obtained No Objection/No Dues Certificate from the said Society. The Sellers/Assignors have handed over all the original documents in respect of the said Flat, available with them, to the Purchaser/Assignee, at the time of execution of this Deed.
10. All the expenses of this Deed such as stamp duty, registration fees and other incidental expenses in respect of this Deed is paid by the Purchaser/Assignee.
11. That, any mistake in the present Deed or previous Agreements or mistake in the description of the said Property/ Land, or the said Flat will not invalidate the present Deed or any previous deeds. The parties agreed to correct the said mistake if any, so erroneously occurred whenever the parties get the knowledge of the same. All the terms and conditions of previous Agreements in respect of the said Flat are applicable to both the parties.
12. The actual consideration is Rs.40,00,000/- and Government Market value of the said Flat is of Rs.\_\_\_\_\_/ - (Approx). Accordingly on actual consideration amount, 6% Stamp Duty of Rs. \_\_\_\_/- and maximum Registration Charges of Rs. \_\_\_\_/- are paid at the time of registration of the said Agreement to Sell and therefore required Stamp Duty and Registration Fee for the present Deed is paid hereby.

**SCHEDULE-I**  
**(DESCRIPTION OF THE SAID LARGER LAND)**

All that piece and parcel of the said Larger Land Property bearing Gat No. 148/1, 149, 150, 151, 152, 254 totally admeasuring about 02 Hectare 60.40 Ares i.e. 26040 sq. mtrs. situated at Village Pirangut, Tal. Mulshi, Dist Pune and which is bounded as under:

On or towards East : By Pirangut-Lavle Road (S. H. No. 115).  
On or towards South : By Gat No 153, 155 & 156.  
On or towards West : By Gat No 171 & Nala.  
On or towards North : By Gat No 147 & 148/2 & Remaining area of Gat No 254.

**SCHEDULE-II**  
**(DESCRIPTION OF THE SAID LAND AS WHOLE PROJECT)**

All that piece and parcel of the land or ground the net plot area admeasures 20710.38 including open space area admeasuring 2436.48 Sq. Mtrs or forming part of the larger land more particularly described in the First Schedule hereinabove written after deducting an area of Amenity Space admeasuring 3654.72 sq.mtrs, & area under proposed D.P. / R. P. Road widening area admeasuring 1675.23 Sq. mtrs.

**SCHEDULE-III**  
**DESCRIPTION OF THE SAID FLAT**

All that Piece and Parcel of **Flat No. 610**, admeasuring 46.95 Sq. Mtrs. carpet area along with attached balcony at eye-level/dry/open balcony admeasuring 7.03 sq. Mtrs., situate on the **Sixth Floor** in **Phase/Wing "B"** of the Housing Complex to be known as **"EXCELLAA FLORENCE 1"**, Situated at Gat No.148/1, 149, 150, 151, 152, & 254 at **Village: Pirangut**, Taluka – Mulshi, District – Pune within the local limits of Pune Municipal Corporation and within the jurisdiction of the Sub-Registrar, Taluka Haveli, Dist. Pune.

**SCHEDULE-IV**  
**MODE OF PAYMENT**

| SR. NO. | AMOUNT (RS)        | PAYMENT DETAILS                                                                                                                                    |
|---------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | 2,00,000/-         | Paid by Purchaser/Assignee to Sellers/ Assignors by Cheque No. 193917, Dt. 21/08/2026, drawn on State Bank Of India, DP Road Kothrud, Branch Pune. |
| 2.      | 8,00,000/-         | Paid by Purchaser/Assignee to Sellers/ Assignors by RTGS bearing Ref No. 55147033620260902001894026291, Dt. 02/09/2026, from HDFC Bank.            |
| 3.      | 30,00,000/-        | Paid by Purchaser/Assignee to Sellers/Assignors by Cheque/Demand Draft No. _____, Dt.____/____/2026 from _____.                                    |
|         | <b>40,00,000/-</b> | <b>Total Consideration (Rupees Forty Lakh Only)</b>                                                                                                |

The said Sellers/Assignors herein admit the receipt of above-mentioned part consideration amount and acknowledge the same. In future, the said Sellers/Assignors shall not raise any objections or demand extra/additional consideration amount or shall not file any court case in respect of the consideration amount against the said Purchaser/Assignee.

THE SELLERS/ASSIGNORS AND THE PURCHASER/ASSIGNEE HAVE SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

| NAME                                                  | PHOTO                                                | LEFT<br>HAND<br>THUMB |
|-------------------------------------------------------|------------------------------------------------------|-----------------------|
| MR. SHIVAJI SANTU POL<br>(SELLER/ASSIGNOR NO.1)       |                                                      |                       |
| MRS. MAYA SHIVAJI POL<br>(SELLER/ASSIGNOR NO.2)       |                                                      |                       |
| MR. SAMEER NASHIRODDIN SHAIKH<br>(PURCHASER/ASSIGNEE) |                                                      |                       |
| WITNESS NO.1 :<br>SIGN:<br><br>NAME:<br><br>ADDRESS:  | WITNESS NO.2 :<br>SIGN:<br><br>NAME:<br><br>ADDRESS: |                       |