

DEED OF ASSIGNMENT

DESCRIPTION OF THE PROPERTY	
District	Pune
Taluka	Haveli
Village	Kirkatwadi
Gat no	90
Sr No.	126
Project name	DSK VISHWA PHASE –I
Society Name	DSK Vishwa Rohini Co-operative Housing Society Limited
Residential Unit /Building	M-601
Flat No.	
Floor	Sixth
Area of the Flat	41.90 Sq.mtrs i.e. 451 Sq.ft Built-up
Area of Terrace	3.34 Sq.mtrs i.e. 36 Sq.ft Built-up

Assignor	Mr. Vijaykumar Ishwar Totaganti
Assignee	Mr. Amol Pandit Shinde

Consideration Price	Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)
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DEED OF ASSIGNMENT

This Deed of Assignment is made and executed at Pune on this ---- Day of May 2026.

BETWEEN

1. Mr. Vijaykumar Ishwar Totaganti

Age- 54 Years

Pan- ACHPT3923E

Residing at - Flat no.402 Vasudeo Sahaniwas Apartment 335 near Modi Ganpati Mandir Narayan Peth Pune -411030.

Hereinafter referred to as "**Assignor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Assignor, his heirs, executors, administrators and assigns)

PARTY OF THE FIRST PART

AND

1. Mr. Amol Pandit Shinde

Age - 42 Years

Pan – DDIPS2536F

Residing at – Flat no.306, Wing –E 3rd Floor, Shree Vitthal Heritage, Datta Nagar Chowk near Ganpati Mandir, Ambegaon Bk Katraj Pune-411046.

Hereinafter referred to as the "**Assignee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Assignee, his heirs, executors, administrators and assigns)

PARTY OF THE OTHER PART

AND WHEREAS Keshavganga Co-operative Housing Society Ltd., registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. PNA/PNA-4HSG/ (TO) 887/1998-99 Dt. 17/4/98, through its Constituted Attorney M/s. D.S. Kulkarni Developers Ltd., a Company registered under Indian Companies Act, 1956 with registered Office at 1187/60, J.M. Road, Shivaji Nagar, Pune- 411005 through its Authorized signatory Mrs. Hemanti Deepak Kulkarni is sufficiently entitled as owner to all that piece and parcel of land bearing Survey nos. 126/2/3, 126/12, 126/13, and 126/16, totally admeasuring 26.73 R, situate at Village Dhayari, Tal Haveli, Dist Pune being the subject matter of these presents is more particularly described in the schedule-A-2 written hereunder and hereinafter for the sake of Brevity shall cumulatively be referred to as the “said property”

AND WHEREAS Shree Saptashruni Co-operative Housing Society Ltd., through its Constituted Attorney M/s. D.S. Kulkarni Ltd., a Company registered under the Indian Companies Act, 1956 with registered office at 1187/60, J.M. Road, Shivaji Nagar, Pune-411005 through its authorized signatory Mrs. Hemanti Deepak Kulkarni is sufficiently entitled as owner to all that piece and parcel of land bearing Gat no 90 totally admeasuring 3H 91R, situate at Village Kirkitwadi, Tal-Haveli, District-Pune, out of the said land and area admeasuring 225.6 R is more particularly described in the schedule –A written hereunder

AND WHEREAS the properties described in Schedule “A” & “B” cumulatively for the sake of brevity shall be referred to as the said land/property.

AND WHEREAS Keshavganga Co-operative Housing Society Ltd., and Shree Saptashruni Co-operative Housing Society Ltd., decided to develop their respective properties and utilize the development potential available therein.

AND WHEREAS Keshavganga Co-operative housing Society Ltd., and Shree Saptashruni Co-operative Housing Society Ltd., after due negotiations entrusted the development rights for consideration in respect of their properties in favour of M/s. D.S. Kulkarni Developers Ltd., a Public Limited Company registered under Indian Companies Act, 1956

and having its registered Office at 1187/60, Jangli Maharaj Road, Shivaji Nagar, Pune – 411005 represented by and acting through its authorized signatory Mrs. Hemanti Deepak Kulkarni. Hereinafter referred to as the “PROMOTER” and accordingly executed a General Power of Attorney and various Agreements which were executed on 1st March 2001.

AND WHEREAS by virtue of the said Agreement and Power of Attorney the Promoter was entitled to promote and develop the Ownership Scheme over the said property and to sell the tenements to the prospective Assignee for consideration.

AND WHEREAS Keshavganga Co-operative Housing Society Ltd., and Shree Saptashrungi Co-operative Housing Society Ltd., have engaged the Architect for designing the plans of Project in the said land called “DSK-VISHWA”. In pursuance thereof Keshavganga Co-operative Housing Society Ltd., and Shree Saptashrungi Co-operative Housing Society Ltd., also got the building plans approved by the Pune Municipal Corporation and

AND WHEREAS the promoter has accordingly commenced construction of the said building/s in accordance with the said plans in respect of Phase-I and completed construction.

Commencement Certificate

AND WHEREAS the promoter has accordingly commenced construction of the said building/s in accordance with the said plans in respect of Phase-I and obtained **Commencement Certificate bearing no 647/DP/BPO/91 Dated-24/05/2001** and completed construction

DESCRIPTION OF SAID FLAT

Flat No. M-601 on 6th Floor of the Building –M , in DSK VISHWA ROHINI CO-OPERATIVE HOUSING SOCIETY LIMITED in the Project known as DSK-VISHWA PHASE- I admeasuring about 41.90 Square mtrs. (about 451 Sq.ft.) of the Built-up area, equivalent to about 36.88 Square mtrs. (about 397 Sq.ft.) of the Carpet area inclusive of internal passages and balconies.

Terrace adjacent to Flat No.601 on 6th floor in the Rohini –M building admeasuring about 3.34 Square mtrs. (about 36 sq.ft) of the built-up area, equivalent to 2.79 Square mtrs. (about 30 sq.ft) of the carpet area.

The Said Flat has the built-up area of about 47.56 square meters (about 512 square feet) inclusive of 1/3 area of the total area of the adjacent terrace and proportionate common areas of lift, staircase, landing and common passages amenities within the building.

(Hereinafter called as the “SAID FLAT)” which is subject matter of these presents.)

Flow of the Title

Transaction -I

Whereas the Said Flat was Purchased by **Mr. Ganesh. N. Chougule** from **M/s. D. S. Kulkarni Developers Ltd** through Agreement. **The Said Agreement is registered at SRO Haveli no 16 at serial no 6853/2004 Dated-24/11/2004.**

Thus, Mr. Ganesh. N. Chougule got the peaceful and legal possession of the SAID FLAT after paying full and final consideration to M/s. D.S. Kulkarni Developers Ltd. Thus, by virtue of the aforesaid Agreement **Mr. Ganesh. N. Chougule** became the absolute owner of the said flat and was in peaceful and lawful possession of the Said Flat.

Transaction -II

And Whereas Mr. Ganesh. N. Chougule decided to sell the said Flat and accordingly entered into Agreement to Sale with Mr. Vijaykumar Ishwar Totaganti. **The Said Agreement to Sale registered at SRO Haveli no 16 at serial no 12249/2010 dated- 22/12/2010.**

Transaction –III

And whereas after receiving entire consideration amount, **Mr. Ganesh. N. Chougule** entered into Deed of Assignment with **Mr. Vijaykumar Ishwar Totaganti**. **The Said Deed of Assignment registered at SRO Haveli no 16 at serial no 670/2011 dated- 20/01/2011.**

And thus Mr. Vijaykumar Ishwar Totaganti obtained peaceful and lawful possession of the SAID FLAT and is in lawful and vacant possession of Said Flat.

Society or Association Formation:

AND WHEREAS the owner of the said land and the Developer have formed and registered Co-operative Housing Society known as **DSK Vishwa Rohini Co-operative Housing Society Limited**, Bearing Registration No. **PNA/PNA (4) HSG/ (TC) 7501/2005-06**, Dated **09/09/2005**.

AND WHEREAS Assignor is admitted to the membership of the said society and have been allotted a Five fully paid-up shares of Rs.50/- each Bearing No.**2176 to 2180** (Both inclusive) comprising of **Share Certificate No.436** Hereinafter referred to as "The Said Shares". Thus, Assignor being the bonafide member of the said society and allottee of the said flat have a right to occupy the said flat.

Property Tax & Electricity Bills:

The bills for Pune Municipal Corporation's Property tax, in respect of the said Flat, is in names of the Assignor herein and the MSEDCL's electricity bills for the electricity supply & meter to the said flat is in name of the Assignor herein.

Present Transaction:

For a just, cogent and valid reason, the Assignor herein has decided to transfer the said Flat along with all the rights, title and interests in favour of the prospective purchaser/s. On knowing the Assignor intention, the Assignee herein approached the Assignor for purchasing the said Flat for total, lump sum, consideration of **Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)** The Assignor found this offer of the Assignee, just and reasonable and decided to accept the same. The terms and conditions agreed by and between the parties reduced into writing hence these presents.

NOW THIS DEED OF ASSIGNMENT WITNESSETH AS FOLLOWS:

1) ASSIGNMENT / TRANSFER

The Assignor does hereby grant, convey, transfer, sale, assign forever to the Assignee the said Flat at a total consideration amount of **Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)** along with all right, title and interest of the Assignor in the said flat and together with all facilities, rights, privileges, easements and appurtenances to the said flat.

2) CONSIDERATION –

The Assignee herein has paid the total consideration amount of **Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)** in the following manner to the Assignor.

Payment Details are as follows:

Rs.	Paid through
Rs.	Paid through
Total Rs.28,25,000/-	Total- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)

Total Consideration: Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)

The Assignee has paid the total agreed consideration amount of **Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)** to the Assignor for transferring the said flat along with all rights and interests of the Assignor to the Assignee. The Assignor hereby acknowledge the receipt of the total consideration price of **Rs.28,25,000/- (Rs. Twenty-Eight Lakh Twenty- Five Thousand Only)** of the said flat paid by the Assignee to the Assignor and hence no separate money receipt is executed.

3) DELIVERY OF POSSESSION –

The Assignor handed over the vacant and peaceful possession of the said flat along with all ownership rights and titles to the Assignee simultaneously with the execution and registration of this Deed.

4) ASSIGNEES / BUYERS TO MAKE APPLICATIONS:

The Assignee shall undergo all the procedure to transfer the Said Flat and membership rights in the records of the Society and other authorities in the name of the Assignee after the registration of Deed of Assignment. However, the Assignor shall sign all application and writings, as shall be necessary to the said Society, Corporation, MSEDCL, or any competent authority or any person and shall get the said Residential flat and its records, and electricity connections, water connections transferred in the Assignee name after the registration of the Deed of Assignment.

5) ASSIGNORS/SELLERS TO DELIVER ALL DOCUMENTS:

The Assignor has handed over all the original documents concerning the said Flat to the Assignee. That the Assignor agrees to execute and register correction deed in favour of the Assignee if so, required without any consideration and without any delay.

6) MARKETABLE TITLE –

The Assignor state that the Assignor or his legal heir has not entered into any agreement nor created any right, title or interest in the said flat by way of Gift, Sale, Lease, Mortgage, Release etc. The Assignor declare that the Assignor has a full right and absolute authority to sell/assign the said flat described in Schedule written hereunder and to receive the consideration for such sale/transfer/assignment. The Said Flat or any part or portion thereof is not the subject matter of any litigation before any court or any other appropriate authority nor it is in attachment order of any authority.

7) ABSOLUTE AUTHORITY AND POWER OF ASSIGNOR –

The Assignor hereby declare that no other person than the Assignor has any right, title, interest or claim in the said flat. It is hereby stated by the

Assignor that at the time of the execution of the present transfer, the said Flat is free from all encumbrances, charges, mortgages, lease, lien, etc., and the Assignor has assured that title to the said flat is good, clear and marketable. The Assignor herein do hereby declare that the Assignor or any person/s lawfully or equitably claiming by, from, through, under or in trust for the Assignor has not made, done, committed or omitted or knowingly suffered any act which prohibit the Assignor to convey the said flat to the Assignee. The Assignor herein further declare that the Assignor has absolute right and power to grant, convey and assure unto and to the use of the Assignee the said flat.

8) INSPECTION OF TITLE DEEDS -.

That the Assignee declare that he has verified the title of the Assignor herein through his advocate and after being satisfied about the title of the Assignor herein, the Assignee has purchased the Said Flat from the Assignor.

9) INDEMNITY OBLIGATION

If there are any Legal defects in title, ownership, or encumbrances not disclosed, If Non-compliance with municipal, building, or any regulations. If Outstanding dues (property tax, maintenance charges, utility bills, etc.) not cleared by the Assignor. If Third-party claims (e.g., inheritance disputes, easements, or prior agreements affecting the flat) The Assignor shall indemnify, defend, and hold harmless the Assignee, his heirs, successors, and assigns from and against any and all losses, damages, liabilities, costs, expenses, claims, actions, proceedings, or judgments.

Failure to Resolve: If Assignor fails, Assignee may take necessary actions and recover all costs from Assignor.

10) ABSOLUTE AUTHORITY OF THE ASSIGNEE -

Hereinafter it shall be lawful for the Assignee from time to time and at all times hereinafter to peaceably and quietly to enter upon, posses, own and enjoy the said flat for their residence or any other purposes permitted by the controlling authority and to receive all rents, profits thereof and every part thereof and to and for the said purpose without any suit, lawful eviction, interruption, claims, demand, whatsoever by the Assignor herein or by any person/s lawful and equitably claiming any right, title and

interest on or in respect of the said flat or any part thereof. The Assignee by this Deed of Assignment become the absolute owner of the said flat described in detail in Schedule-II and shall have the right to have, hold and possess the said flat absolutely forever as the owner thereof.

11) FURTHER EXECUTIONS ETC –

The Assignor shall at all times and from time-to-time sign and execute or cause to be signed and executed such other and further papers, documents, agreements, writings, applications, instruments, forms, letters, affidavits and receipts as may be necessary for or in connection with the transfer of the said flat, etc., from the Assignor's name to the Assignee's name in respect of the said flat in the Municipal Corporation, MSEDCL, or in any other records whatsoever, or for completing the transaction herein mentioned in favor of the Assignee.

12) ASSIGNOR AGREES AND UNDERTAKES:

The Assignor Further agree to make, sign and file all the application and writings to the said society office for transfer of the said Residential flat in favour of the Assignee. The Assignor shall do all such acts Deeds and things as shall be necessary for conferring absolute and better title in the said Residential flat in favour of the Assignee.

13) PAYMENT OF TAXES, ETC –

The Assignor do hereby declare that he has paid till date all local authorities' taxes, water taxes, electricity bills, other outgoings, charges and other rates payable in respect of the said flat. The Assignor do hereby covenant with the Assignee that if any one or more of such taxes, charges, and rates are remaining unpaid or are found to be remaining unpaid and/or are in arrears, the Assignor will pay and discharge the same. The Assignee shall pay the local authorities' taxes, water taxes, electricity bills, and other outgoings in respect of the said flat from the date of execution of this Deed of Assignment

14) SOCIETY DUES AND MAINTENANCE

The Assignor hereby declares that all maintenance charges, society dues, sinking fund contributions, parking dues, non-occupancy charges, assessment charges, and all other dues payable to the said Society till the date of execution of this Deed have been fully paid and no amount remains outstanding. In the event any dues pertaining to the period prior

to execution of this Deed are claimed subsequently, the same shall be solely borne and paid by the Assignor.

15) STAMP DUTY, REGISTRATION FEES ETC –

The stamp duty, registration charges payable in respect of this deed of Transfer/Assignment shall be borne and paid by the Assignee alone.

16) APPLICATION OF THE MAHARASHTRA OWNERSHIP FLAT ACT, 1963

That this Deed shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under and the Maharashtra Ownership Flats Rules 1964, Maharashtra Flat Ownership Act 1970 and the Maharashtra Co-operative Societies Rules, 1961 and bye-laws of the said society all the amendments applicable from time to time.

All the arithmetical, clerical, typographical, mistakes, if any occurred, in this deed due to any accidental slip or omission shall not affect the validity of this Indenture

17) INTERPRETATION:

Use of singular shall include the plural and vice versa and any one gender includes the other gender.

Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.

18) GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of India. The Parties agree that, as the said Flat is situated at Pune and this Deed is executed at Pune, the courts at Pune, Maharashtra shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with this Deed.

19) ENTIRE AGREEMENT CLAUSE

This Deed constitutes the entire understanding between the Parties and supersedes all prior oral or written understandings, representations or agreements relating to the subject matter herein.

SCHEDULE –A (I)

All Those pieces and parcels of lands bearing Gat No. 90 admeasuring about 3 Hectares 91 Ares situate at village Kirkatwadi, Taluka Haveli, Dist Pune within the Registration Sub-district of Sub-Registrar, Haveli No. IX within the limits of the Pune Municipal Corporation Dist. Pune and carved out of the said land an area admeasuring about 225.6 ARE and F.S.I. of 15,521 Sq. Mtrs. As per the Pune Municipal Corporation rules and entire area bounded as follows :-

On or towards East : Survey No. 126, Dhayari

On or towards South : Gat No. 186, Kirkatwadi

On or towards West : Gat No. 107, 118, 119, 184, Kirkatwadi

On or towards North : Remaining portion of Gat No. 90

SCHEDULE A (2)

All those pieces and parcels of lands bearing S. No. 126 –

A. Hissa No. 2/3 admeasuring 31 ARE out of the said land area admeasuring 6.63 ARE with F.S.I. of 457 Sq. Mtrs. And entire area bounded as under –

On or towards East : Remaining portion of S. No. 126/2/3

On or towards South : S. No. 126/16 & 126/17

On or towards West : Part of S. No. 126/12 Dhayari, & Gat No. 90 of Kirkatwadi

On or towards North : S. No. 126/12, 126/2,3,4,6 & 7 Dhayari

B. Hissa No. 12 admeasuring 3 ARE and F.S.I. of 207 Sq. Mtrs. And entire area bounded as under –

On or towards East : S. No. 126/2/3 Dhayari

On or towards South : S. No. 126/2/3 Dhayari

On or towards West : Boundary of Kirkatwadi Gat no. 90

On or towards North : S. No. 126/13 & S.No. 126/2/2/(part) Dhayari

C. Hissa No. 13 admeasuring 14 ARE and F.S.I. of 966 Sq. Mtrs. And bounded as under –

On or towards East : S. No. 126/2/2, Dhayari

On or towards South : S. No. 126/12, Dhayari

On or towards West : Boundary of Kirkatwadi Village and Gat no. 90

On or towards North : S. No. 126/10, Dhayari

D. Hissa No. 16 admeasuring 17 ARE out of the said land area of 3.1 ARE with F.S.I. of 213 Sq. Mtrs. And entire area bounded as under –

On or towards East : Remaining portion of S. No. 126/16

On or towards South : Survey No. 122 of Dhayari

On or towards West : Gat no. 90 of Kirkatwadi

On or towards North : S. No. 126/2/3, Dhayari

E. Hissa No. 2/2 totally admeasuring 0 Hectare 31 Ares carved out of the said area Admeasuring of 00 HEC 4.92 ARE with available F.S.I. within registration district Pune Sub-registration district, Taluka Haveli, Village Dhayari And bounded as under –

On or towards East: Remaining the part of Survey No. 126/2/2

On or towards South: S. No. 126/2/3

On or towards West: S. no. 126/13

On or towards North: Remaining part of Survey No. 126/2/2

SCHEDULE II
(DESCRIPTION OF THE FLAT)

Flat No. M-601 on 6th Floor of the **Building –M** , in **DSK VISHWA ROHINI CO-OPERATIVE HOUSING SOCIETY LIMITED** in the **Project known as DSK-VISHWA PHASE- I** admeasuring about **41.90 Square mtrs.** (about 451 Sq.ft.) of the Built-up area, equivalent to about 36.88 Square mtrs. (about 397 Sq.ft.) of the Carpet area inclusive of internal passages and balconies.

Terrace adjacent to Flat No.601 on 6th floor in the **Rohini –M** building admeasuring about **3.34 Square mtrs. (about 36 sq.ft)** of the built-up area, equivalent to 2.79 Square mtrs. (about 30 sq.ft) of the carpet area.

The Said Flat has the built-up area of about 47.56 square meters (about 512 square feet) inclusive of 1/3 area of the total area of the adjacent terrace and proportionate common areas of lift, staircase, landing and common passages amenities within the building.

IN WITNESS WHEREOF BOTH THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS AT PUNE, ON THE DATE ABOVE MENTIONED

Name	Photo	Sign	Thumb
Mr. Vijaykumar Ishwar Totaganti (Assignor)			

Mr. Amol Pandit Shinde			
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(Assignee)

Witnesses

Signature:- _____	Signature:- _____
Name :- _____	Name :- _____
Address :- _____	Address :- _____