

DEED OF ASSIGNMENT

**DEED OF ASSIGNMENT IS MADE AND EXECUTED ON THIS ____ DAY OF
AUGUST 2026 AT PUNE.**

BETWEEN

MRS. ABHIREEKA KETAN RUIKAR

Age: 41 Years, Occupation: Business,

Pan: - ATPPR5424B

R/At: 01, National Society, Aundh, Pune - 411 007

Hereinafter referred to as the ASSIGNOR (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators and assigns, etc.)

...OF THE FIRST PART

AND

MR. ANUKUL DAS

Age: about 35 years, Occupation: Business

PAN No. **BCCPD7363J**

Residing At – 673 Khrabwadi, Khrabwadi,

Po: Chakan, Dist: Pune, Maharashtra – 410501

Hereinafter referred to as the ASSIGNEES (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators, etc.)

...OF THE SECOND PART

AND

M/S MAPLE SHELTERS PVT. LTD. (PAN- AAHCM1947J)

Through its Authorized Director

MR. SACHIN ASHOK AGARWAL

Age: 42 Years, Occupation: Business,

Office at: City Square, 7th floor, Shivajinagar, Pune-411005

Hereinafter referred to as the DEVELOPER/CONSENTING PARTY

...OF THE THIRD PART

WHEREAS all the piece and parcel out of plot B land, area about 8670.59 sq. mtrs. and area about 1529.40 sq. mtrs. i.e. Open Space 1 and 2 along with all the benefits arising out of the permissible/additional FSI out of total land area admeasuring about 13000 sq.mtrs bearing Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4 and 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/5 as per 7/12 extract, situated at Village Kharabwadi, Tal. Khed, Dist. Pune, within the jurisdiction of Sub Registrar, Khed and within the limits of Gram Panchayat Kharabwadi, Zilla Parishad, Pune, Taluka Panchayat Samiti Khed is more particularly described in the **SCHEDULE I** is owned by the **Mr. Anish Sanjay Ruikar and M/S. A.D.M and Company** and the **Consenting Party (Herein after refer as Developer)** acquired the development and construction rights in respect of the Schedule I.

AND WHEREAS, a necessary N.A. Permission for the larger land has also been obtained from the Additional Collector, Pune Vide his Order No. NA/SR/704/2012 dated 21/02/2014.

AND WHEREAS, PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY (PMRDA) has granted a Commencement Certificate for the said project vide No. PKH/MOUJE-KHARABWADI/GAT NO. 184 AND OTHERS /P.K. 976/16-17 dated 6/6/2017.

AND WHEREAS, PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY (PMRDA) has granted a Revised Commencement Certificate for the said project vide No. DP/BKH/MOUJE-KHARABWADI/GAT NO. 184 AND OTHERS /P.K. 802/21-22 dated 07/10/2022.

AND WHEREAS, PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY (PMRDA) has granted a Revised Commencement Certificate for the said project vide No. **BKH/MOUJE-KHARABWADI/GAT NO. 184 AND OTHERS /PLOT NO. B/P.K. 2116/23-24/1906 dated 11/06/2024.**

AND WHEREAS, pursuant to Mutation Entry No. 5248 dated 14th December 2022, an order was duly passed by the Office of the Tahsildar, whereby the earlier 7/12 Extract pertaining to the said land was cancelled and barred, and a fresh and rectified 7/12 Extract was issued. In consequence thereof, the said land was subdivided and assigned new Gat Numbers, namely Gat Nos. 184, 187, 188, 189, 454, 455, 456, 458, 459 and 460/2/20.

AND WHEREAS, Deputy Superintendent of Land Records, Khed, carried out demarcation of the larger land vide Ka.Ja.Pa. 10/Mo.Ra.Na. No. 623/23 and accordingly prepared Kami Jast Patrak No. 10 of 2023. Based on the said demarcation, and as per the Mutation Entry No. 5543 dated 2nd November 2023 the old 7/12 extract i.e Gat Nos. 184, 187, 188, 189, 454, 455, 456, 458, 459 and 460/2/20 were further subdivided into five (5) distinct portions, more particularly described as under:

- a) Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/1, admeasuring area **3600** Sq. mtrs, designated as **Amenity Space**;
- b) Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/2, admeasuring area **6529.42** Sq. mtrs, designated as **Plot "A"** ;
- c) Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/3, admeasuring area **870** Sq. mtrs, designated as **Open Space**;
- d) Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4, admeasuring **1529.40** Sq. mtrs, designated as **Open Space-1 and Open Space-2**; and
- e) Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/5, admeasuring **11,470.59** Sq. mtrs, designated as **Plot "B"**.

AND WHEREAS, the erstwhile owners of the said land, namely Mr. Anish Sanjay Ruikar and M/s. A.D.M. and Company, instituted legal proceedings against the **Consenting Party**. before the Hon'ble Pune District Legal Services Authority, District Court Premises, Shivajinagar, Pune.

AND WHEREAS, the said proceedings were amicably settled before the Hon'ble Authority, and by virtue of the settlement and the order passed therein, it was, inter alia, agreed, declared and directed that:

- a) Plot "A", admeasuring 7400 Sq. mtrs., together with all rights, benefits, interests and entitlements arising out of existing, permissible and/or additional Floor Space Index (FSI), shall vest absolutely in Mr. Anish Sanjay Ruikar and M/s. A.D.M. and Company; and
- b) Plot "B", admeasuring 13,000 Sq. mtrs., together with the construction standing thereon and all rights, benefits and entitlements relating to FSI, and the Amenity Plot admeasuring 3600 Sq. mtrs., together with all rights and benefits arising out of permissible and/or additional FSI, shall vest absolutely, fully and forever in **Consenting Party**, as its sole, lawful and absolute owner.

AND WHEREAS, the **Consenting Party** is developing "**AAPLA GHAR MOSHI ANNEX PHASE I**" on land admeasuring area about 8670.59 sq. mtrs. and area about 1529.40 sq. mtrs. i.e. Open Space 1 and 2 along with all the benefits arising out of the permissible/additional FSI out of total land area admeasuring about 13000 sq.mtrs bearing of Plot No. "B" of Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4 and Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+459+460/2/20/5 situated at Village Kharabwadi, Tal. Khed, Dist. Pune.

AND WHEREAS, the **Consenting Party** intends to develop multiple buildings on the said property in phases. In First phase the **Consenting Party** to construct as their real estate project for two buildings namely D and G (hereinafter referred as "**AAPLA GHAR MOSHI ANNEX PHASE I**"). The **Consenting Party** has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority ("RERA") at **04/08/2017** no. **P52100002998** as per the applicable rules;

AND WHEREAS, the developer and the assignor has executed Agreement for sale Flat bearing No. **D - 710** situated on **7th** Floor in Building “**D**” Admeasuring area about **45.54 sq. mtrs. i.e. 490 sq. ft.** Carpet. Along with enclosed balcony admeasuring carpet area of about **51 sq. ft. i.e. 4.72 sq. mtrs.** Dry balcony admeasuring carpet area of about **32 sq. ft. i.e. 2.97 sq. mtrs.** Terrace admeasuring carpet area of about **43 sq. ft. i.e. 3.96 sq. mtrs** along with Covered Car Parking admeasuring carpet area about **9.29 sq. mtrs.** situate on land bearing Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4 and Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+459+460/2/20/5 at Village Kharabwadi, Tal - Khed,, Dist. Pune an Agreement for Sale duly registered in the office of the Sub-Registrar Khed no. 2, at **Sr. No. 2877/2021** on **17/ 03/ 2021**.

AND WHEREAS since the execution of the said Agreement for Sale dated 17/ 03/ 2021, the Assignors became the absolute owners and are enjoying the said flat bearing No. **D - 710** situated on 6th Floor in Building “**D**”, more particularly described in Schedule II written hereunder.

AND WHEREAS, Developer/**Consenting** party obtained as PART COMPLETION CERTIFICATE in respect of G and D Building comprising Parking + Fourth Floor from the PMRDA, Pune Vide Approval no **DP/BKH/MOUJE-KHARABWADI/TAL.KHED/GAT NO. 184 AND OTHERS/P.K. 2116/23-24/1508** Dated 23/05/2025. After having received the entire consideration under agreement dated 23/05/2025, the said Developer has delivered vacant and peaceful possession of the said flat to the Assignee herein.

AND WHEREAS the flat purchasers in the said building have already formed the said society however afterwards it was submitted to the provisions of the Maharashtra Co-Operative Societies Act and formed the Co -Operative Housing Society under the name and styled as **Apala Ghar Moshi Annex D Building Co. Operative Housing Society Ltd.** which was registered vide registration No. **PNA / KHD / HSG / (TC) / 28031 / 2024-2025 Dt.03.03.2025** (Hereinafter referred to as the Said Society).

AND WHEREAS the Assignee herein, who were in need a residential premises approached the Assignors and shown his interest to purchase the said **Flat No. D - 710** situated on **7th** Floor in Building **“D”** in the project **“AAPLA GHAR MOSHI ANNEX PHASE I”**.

AND WHEREAS after negotiations by and between the parties hereto, the Assignors herein have agreed to sell, transfer and convey the rights acquired by the Assignors herein in the **Flat No. D - 710** situated on **7th** Floor in Building **“D”**, in the project **“AAPLA GHAR MOSHI ANNEX PHASE I”** and the Assignee herein agreed to purchase and acquire the same.

AND WHEREAS the Assignor herein has requested the Assignee to carry out independent search by appointing his own Advocate and to ask any queries and the Flat Purchaser has satisfied himself in respect of the marketable title of the Assignor herein, and thereafter the Assignee has agreed to purchase the Flat detailed in SCHEDULE II hereunder and more particularly delineated in red colour boundary line on the ANNEXURE B annexed hereto.

AND WHEREAS, the offer given by the Assignees herein being reasonable, the Assignor agreed to sell, convey, transfer the said Flat along with all other rights and the benefits attached to the said Flat unto and in favour of the Assignees.

NOW THIS DEED OF ASSIGNMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- 1) The Assignor hereby absolutely and without any reservation, sells, conveys, assigns and transfers all his rights to occupy, incidental rights, title, interest and claim in respect of the said flat to the Assignees for the total consideration of **Rs.29,43,925/- (Rs. Twenty Nine Lacs Forty Three Thousand Nine Hundred Twenty Five Only)**.

2) The Assignee has paid and agreed to pay the said consideration amount to the Assignor on execution as described herein below.

Amount (Rs)	Particulars
Rs. _____/-	Already paid by the Assignee as earnest money prior to execution of this Agreement to the Assignor by a vide UPI dated ____/07/2026 having UTR no: _____ drawn on Axis Bank, Pune
Rs. _____/-	Already paid by the Assignee as earnest money prior to execution of this Agreement to the Assignor by a vide UPI dated ____/07/2026 having UTR no: _____ drawn on Axis Bank, Pune
Rs. _____/-	Paid by the Assignee to the Assignor by a vide DD dated ____/07/2026 having No: _____ drawn on ICICI Bank, Mumbai
Rs.29,43,925/-	(Rs. Twenty Nine Lacs Forty Three Thousand Nine Hundred Twenty Five Only).

- 3) The Assignor at the time of execution and registration of this Deed of Assignment has delivered the vacant and peaceful possession of the said Flat to the Assignees along with the said other relevant original title deeds and the Assignor hereby confirms that the said Flat is now exclusively owned, seized and possessed without any reservations, to have and to hold forever by the Assignees.
- 4) The amount of consideration paid herewith includes price of the said Shares, Membership of the said Society and deposits lying with the said Society and rights under the said Agreement, deposits as may be lying with MSEDCL or any other authority and all the rights attached to the said Flat.
- 5) There is no impediment or obstruction of any nature either by acts of the Assignor under any statute, rules, regulations or orders of any courts for the Assignor to execute this Deed of Assignment relating to the said Flat.

- 6) The Assignor has hereby granted, sold, assigned, released, relinquished, conveyed and transferred all his rights, titles, interests in the said Flat and all the rights relating thereto, together with all the singular covenants and hereditaments, advantages or any parts thereof belonging to or in any way appertaining to the said Flat and benefits and liberties, easements, drains, ways common roads, open spaces, privileges, water courses or usually held, occupied, used or enjoyed or appurtenant thereto by the Assignor without reserving any right to that effect and all the respective estates, rights, title, interest at law and equity of the Assignor along with the said shares, membership and deposit with the said Society, government or semi - government authority and rights under the said Agreement and Assignment Deed and deposit as may be lying with the society under various heads, deposits lying with the Government authority and MSEDCL.
- 7) The Assignor hereby confirms unto the Assignees, that the Assignees are entitled to hold peaceably and quietly and to occupy, enter upon, have possession and enjoy the said Flat, together with all its appurtenances and to receive, collect, measure, and to make use thereof and add for its benefit without any suit, eviction, interruption, claim and demand whatsoever, from or any other person claiming through or under the Assignor.
- 8) That the Assignor paid and discharged in full all the dues and liabilities in respect of the said flat/premises including the Municipal outgoings, taxes, rates, society charges, electricity charges, etc. payable to the said flat and/or building up to this Deed. The Assignees shall hereinafter be solely liable to in respect of the said flat/premises including the Municipal outgoings, taxes, rates, society charges, electricity charges, etc. payable to the said flat and/or building.
- 9) That notwithstanding any act, deed, matter or thing whatsoever done, omitted by the Assignor or any person or persons lawfully and equitably claiming by, from, through, or in trust for the Assignor, the Assignor has

full power and absolute authority in his own right to transfer, convey or assign the said premises and to relinquish and transfer all his rights, title and interest therein in favour of the Assignees as per this Deed.

- 10)** That the Assignor assures that no other person or party has any right, title or interest, claim or demand in to or upon the same either by way of gift, trust, inheritance, lease or otherwise and that the same are free from all encumbrances and there is no pending litigation of any kind whatsoever and further that the Assignor shall so long as this deed is valid, not enter into any agreement orally or in writing with any third party for creating any rights of whatsoever nature in respect of the said flat.
- 11)** The Assignee acknowledges that certain common amenities works are pending and agrees to accept the same without objection. The Assignee shall not raise any complaint or claim against the Developer in present or future in respect thereof.
- 12)** The Assignor shall sign and execute in favor of the Assignee necessary applications, forms, deeds and other documents or writings as may be reasonably required by the society and other concerned authorities for transfer of the said shares and the said flat and right to possess, use, occupy and enjoy the said flat in favor of the Assignee and for implementing the terms of this Deed of Assignment.
- 13)** That the Assignee have on executing and registering this Deed of Assignment are entitled to hold and own the said flat and all incidental thereto including the right to enter upon and remain in joint occupation and enjoyment of the said flat and/ or any part thereof without any interference disturbance, interruption, claim or demand whatsoever and/ or any person or persons lawfully and equitably claiming by, from, through, under or in trust for the Assignor.
- 14)** The Assignees have seen the original title documents of the Assignor. The Assignees have accepted the same and have entered into this agreement. The Assignees are fully satisfied with the clear and marketable title of the said flat of the Assignor.

15) All the expenses i.e. stamp duty, registration Charges etc. for this Deed or any other Deed to be executed in the pursuance hereof are to be borne by the Assignees alone.

SCHEDULE – I

All the piece and parcel of plot B land admeasuring area about **8670.59 sq. mtrs.** and area about **1529.40 sq. mtrs. i.e. Open Space 1 and 2** along with all the benefits arising out of the permissible/additional FSI out of Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4 and 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/5 as per 7/12 extract, situated at Village Kharabwadi, Tal. Khed, Dist. Pune, within the jurisdiction of Sub Registrar, Khed and within the limits of. Gram Panchayat Kharabwadi, Zilla Parishad, Pune, Taluka Panchayat Samiti Khed and bounded as under :

On or towards East	: 12 mtrs. Road and Gat No. 157
On or towards South	: MIDC Road and Plot A
On or towards West	: Plot A and Proposed 30 mtrs. Road
On or towards North	: Gat No. 188,187(pt), 454(pt), 455(pt), 456(pt), 458(pt), 459(pt), 460(pt)

SCHEDULE II

(DETAILS OF THE SAID ACCOMMODATION)

All that piece and parcel of the entire land situated at Flat no. D-710 Admeasuring area about **45.54 sq. mtrs. i.e. 490 sq. ft.** Carpet, Along with enclosed balcony admeasuring carpet area of about **51 sq. ft. i.e. 4.72 sq. mtrs.**, Dry balcony admeasuring carpet area of about **32 sq. ft. i.e. 2.97 sq. mtrs.** Terrace admeasuring carpet area of about **43 sq. ft. i.e. 3.96 sq. mtrs.** Along with exclusive right to use Covered Car Parking admeasuring carpet area about **9.29 sq. mtrs. in the project layout named as “AAPLA GHAR MOSHI ANNEX” situated at 7th Floor, Building D,** Gat no. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/4 and Gat No. 184+ 187+ 188+ 189+ 454+ 455+ 456+ 458+ 459+ 460/2/20/5, situated at Village Kharabwadi, Tal. Khed, Pune and bounded as under:

On or towards East : By Adjacent Flat no. _____
On or towards South : By Adjacent Flat no. _____
On or towards West : By Adjacent Flat no. _____
On or towards North : By Adjacent Flat no. _____

IN THE WITNESS WHEREOF the parties here to have set their hands on the day and date first hereinabove mentioned.

EXECUTION BY THE ASSIGNOR		
MRS. ABHIREEKA KETAN RUIKAR		
PHOTO	LEFT HAND THUMB IMPRESSION	SIGNATURE

EXECUTION BY THE ASSIGNEE MR. ANUKUL DAS		
PHOTO	LEFT HAND THUMB IMPRESSION	SIGNATURE

EXECUTION BY THE DEVELOPER/CONSENTING PARTY MAPLE SHELTERS PVT. LTD. Through its Authorized Director MR. SACHIN ASHOK AGARWAL		
PHOTO	LEFT HAND THUMB IMPRESSION	SIGNATURE

Witnesses

1. Signature

Name

Address

2. Signature

Name

Address