

..DEED OF TRANSFER OF SHOP..

(Agreement for Transfer of Shop to the Transferee)

This Deed of Transfer is made at Gandhare, Taluka-kalyan, Dist:-
Thane on this __ Day of Dec. 2023.

BETWEEN.....

M/s.TEJASVI DEVELOPERS though its proprietor **MR.MAYUR ABHIMANYU TANDEL** AGE : 36 Yrs. Occupation : Business R/At – Pandurang Basil, Front of Mumbai University ,Vasant Valley ,Kalyan (West) Pin Code 421301 District : Thane, State : Maharashtra , India AADHAR NO. : 8776 2940 2083 PAN NO- AGJPT0046N An Indian Inhabitant, Hereinafter referred to as **“THE PROMOTER/TRANSFEROR”** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs executors, administrators, successors and assigns) of the **ONE PART.**

AND.....

MR.MAYUR ABHIMANYU TANDEL, AGE : 36 Yrs. Occupation : Business R/At – Pandurang Basil ,Front of Mumbai University ,Vasant Valley ,Kalyan (West) Pin Code 421301 District : Thane, State : Maharashtra ,India AADHAR NO. : 8776 2940 2083 PAN NO- AGJPT0046N hereinafter referred to as **“THE TRANSFEEE”** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her legal heirs executors, administrators, successors and assigns) of the **OTHER PART.**

AND WHEREAS, the land owner Mr.Pandurang Ganpat Mhatre of the said property has made Development Agreement on dated 08/01/2018 Between Developer Mr. Avinash Krushan Patil, Mr. Pradip Raghunath Patil, Mr. Mayur Abhimanyu Tandel, Mr. Santhkumar Radheshaym Pande, and Mr. Smit Santkumar Pande by registered document of Development Agreement and Power of attorney before Sub – Registrar Office, Kalyan bearing no. 299/2018 and 300/2018. But unfortunately the developers could not develop the said property within the time limit as per the given terms & conditions in the said Development Agreement because financial condition

of the said Developers. Meanwhile, the Said land Owner Mr. Pandurang Ganpat Mhatre expired leaving behind his legal heirs, and the names of his legal heirs were recorded on the 7/12 extract by following the legal procedure before the Talathi Saja wadeghar, kalyan.

AND WHEREAS, at the time of registering the said development agreement of the said property there was only one 7/12 extract bearing no 63/1 admeasuring area about 720 Sq. Mtrs. was existing on the record of revenue department. Later on , the revenue department has made changes in their record pertaining to the said property and the said property got divided into the two 7/12 extract i.e. first 7/12 extract bearing no 63/1 admeasuring area about 220 Sq. Mtr and second extract bearing no 63/3, admeasuring area about 500 Sq. Mtr.

AND WHEREAS, after the discussion between Developers and Legal Heirs of the said Land owner, the said developers were not interested any more to developed the said Property. Meanwhile the only one developer among the said Developers Mr. Mayur Abhimanyu Tandel was ready to develop the Said property on his own cost and his own risk and liability. Thereafter both parties had one conclusion that, the developers and legal heirs of the said land owner, decided to give the said land for developement to Mr. Mayur Abhimanyu Tandel in written form by way of registered confirmation deed before the sub – registrar, kalyan on dated 04/03/2022 bearing registered document no 5193/2022 and dated 10/05/2022 bearing registered document no. 10440/2022.

AND WHEREAS, the **PROMOTER/DEVELOPER** is seized, possessed of and otherwise well and sufficiently entitled to and having rights, title & interest in the said plot of land.

AND WHEREAS, by the Development Agreement dated 8th Day of January, 2018 bearing Document No. KLN-3-299-2018 & Power of Attorney dated 08/01/2018 bearing Document No KLN-3-300-2018 and Deed of Confirmation dated 02/05/2022 registered on dated 10/05/2022 bearing Documents No. KLN-2- 10440-2022 executed between Mr. MADHUKAR PANDURANG MHATRE 2) SUNIL PANDURANG

MHATRE 3) ANIL PANDURANG MHATRE 4) SANDEEP PANDURANG MHATRE 5) MUKTA RAVINDRA MHATRE 6) LATESH RAVINDRA MHATRE 7) BAIJABAI PANDURANG MHATRE 8) SUVARNA SUNIL BHAGAT 9) RANJANA DAYAL BHOIR 10) HARSHALA PARESH SHELAR (hereinafter referred to as "the Original Owners") of the one part and the Promoter of the other part (hereinafter referred to as "the development Agreement"), the Original Owner granted to the promoter development rights to the piece or parcel of freehold land lying and being at S.No 63/1 & 63/3, Gandhare, Taluka Kalyan, Dist-Thane-421301 in the Registration District of THANE & Sub -District Kalyan admeasuring 720 sq.mts., or thereabouts more particularly described in the FIRST SCHEDULE therein as well as in the "**FIRST SCHEDULE**" hereunder written (hereinafter referred to as "**the project land**") and to construct thereon, buildings in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney and the subsequent Deed of Confirmation

AND WHEREAS, the promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS, the first Seller & developers has appointed an DE-CON CONSULTANT Through architect VARGHESE JOHN Architects & Designers to get the plan sanctioned, from KDMC, Kalyan and have entered into a standard registered with Council of Architects and as per the Agreement prescribed by Council OF Architects. **AND WHEREAS** the first Seller/Developers had appointed structural engineer for preparation of structural design and drawings of building and tempted the professional supervision of the Architect and structural engineer till the completion of the said buildings.

AND WHEREAS, on the said plot of land landlords have got approved from KDMC, Kalyan, the plans, specification, elevations, section and details of the said building as per the plan approved and construction permission granted by the KDMC, Kalyan, vide Permission No.

KDMC/TPD/BP/KD/2022/23/29 on dated 23/06/2022 as details given below.

Wing	Nos. of Building	Total of Floor	Total Built up And Sq. mtrs	Use of Buildings
-	1	Ground+7 Floor	1215.48 sq. mtrs.	Residential + commercial
		TOTAL AREA	1215.48 Sq. Mtrs.	

AND WHEREAS, the Vendor/ /Promoter is in possession of the project land

AND WHEREAS the promoter has proposed to construct on the project land, One Building having Ground and Seven Upper Floors as mentioned hereinabove.

AND WHEREAS, The Transferee is the Promoter of the Prop. Firm named M/s.TEJASVI DEVELOPERS, But the Transferee are now desires to Transfer the SHOPS/OFFICES/FLATS in his own name. Therefore the Transferee had requested the firm to transfer the said Shop to the Transferee free of cost being the Profit of the Transferee or acquire on Ownership basis the Shop NO. 1, having carpet area 164.10 sq.ft. useable carpet area 164.10 sq.ft. means total saleble carpet area 330 sq.ft.

The firm is also ready to execute and register the said document in favour of their Transferee and therefore both the Parties being the Prop. Of M/s.TEJASVI DEVELOPERS are executing this Deed of Transfer.

The Builder/promoter shall give the possession of said Shop to the **Transferee** at the time of registration of this Deed of Transfer as agreed here in above.

AND WHEREAS the promoter agrees to sell to the Purchaser, and the purchasers agrees to Purchase/ acquire the said above- mentioned flat upon the terms and conditions mentioned hereunder:-

NOW THIS AGREEMENT WITNESS AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The promoters had constructed the said building as mentioned hereinabove in accordance with the plans, designs and specifications thereof, sanctioned and approved by the concerned planning authority. [Kulgaon- Badlapur Municipal Authority]

2. The **Transferee** hereby agrees, to acquire from the promoters and the promoters hereby agree to Transfer to the **Shop NO. 1, Ground floor, , having carpet area 164.10 sq.ft. useable carpet area 164.10 sq.ft. means total saleble carpet area 330 sq.ft.**

in the building Known as "PANDURANG BASIL" constructed on Schedule-A, and more particularly described by showing it on the plan thereof hereto annexed and marked Annexure 'D'.

3. The promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned planning Authority at the time of Sanctioning the said plan and thereafter and may before handing over possession of the said flat to the Purchaser, (obtain from the concerned Local Authority Occupation and/ or Completion Certificate in respect of the said flat).

4. The Promoters hereby declares that the floor space index available in respect of the said land is as shown in the approved plan, and that no part of the said floor space index has been utilized by the Promoters elsewhere, for any purpose what so ever. The residual F.A.S. (F.S.I.) in the land or the layout not consumed will be available to the Promoters till, conveyance of the said land with building/s thereon.

5. The promoters do hereby agree that the title of said land is clear in the hands of promoter & the promoter have constructed, building upon said land upon the specification of Kalyan Dombivali Municipal Council.
6. The Transferee shall take possession of the said Shop at the time of registration of this Agreement for Sale
7. The Transferee shall use the said Shop or any part thereof or permit the same to be used only for the purpose of use suggested by K.D.M.C.
8. Unless it is otherwise agreed to by the between the parties hereto, the promoters after registration of the society, as aforesaid cause to be transferred to the said Society all the right, title and interest of the said owners/Promoters in the said land together, with the said building thereon in favour of the said society and such conveyance shall be in keeping with the terms and condition of this agreement. The Promoters shall take steps for formation and registration of the Co-operative Housing Society only upon sale of all the flat in the said building and the Purchaser shall not take any objection in that behalf.
9. The Transferee and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deed and things as the Promoters and /or the Transferee and other flat Purchasers of the Flat in the said building.
10. All costs, charges and expenses, if any including stamp duty registration charges and expenses in connection with the preparation and execution of this Deed of Transfer or any other document or the conveyance shall be borne shared and paid by all the flat Purchaser's of the flat in the said building.
11. In the event of the co-operate body being formed and registered before the sale and disposal by the promoter's of all the flats in the said building, the powers and authority of the flat purchaser shall be subject

to the overall control of the Promoters in respect of any other matters concerning the said building the construction and completion thereto and all amenities pertaining to the same in particular, the Promoters shall have absolute authority and control as regards to the unsold flats or other units and the disposal thereof.

12. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963, and the rules made there under.

First Schedule Above Referred to

(Description of the freehold land and all other details)

ALL THAT PIECE AND PARCEL OF PLOT OF NON AGRICULTURE LAND bearing **Survey No.63, Hissa No. 1 area 220 Sq.Mtr. & bearing Survey No.63, Hissa No.3, area 500 Sq.Mtr., total admeasuring Area 720 sq.mtrs., situated at GANDHARE, Kalyan (East), Taluka Kalyan, Dist. Thane. within the limits of KDMC within Registration Dist. Thane and sub-Registration Dist. Kalyan**

and bounded as follows :

On or towards East :

On or towards West :

On or towards North :

On or towards South :

as per the records of rights

Second Schedule Above Referred to

(Description of the said Flat under sale)

All That Piece And Parcel of Shop No. 1, and every part thereof, situated on the Ground floor, admeasuring , having carpet area 164.10 sq.ft. useable carpet area 164.10 sq.ft. means total saleble carpet area 330 sq.ft. in building known as "PANDURANG BASIL" situated at Gandhare, Kalyan West Taluka Kalyan, Dist

Thane, within the limits of KDMC, Kalyan Division and within the registration Sub - District Kalyan, Registration district Thane .

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands, seal the day and the year hereinabove mentioned.

SIGNED & DELIVERED BY)
The Within named **PROMOTERS/TRANSFEROR**)
M/s.TEJASVI DEVELOPERS though its proprietor)
MR.MAYUR ABHIMANYU TANDEL) _____

SIGNED & DELIVERED BY)
The Within named **TRANSFEEE**)
MR.MAYUR ABHIMANYU TANDEL) _____

Witness :-

- 1.
- 2.