**DEED OF ASSIGNMENT / TRANSFER**

This Deed of Assignment / Transfer is made and executed today on ….. day of April**, 2018** at **Pune**.

**BETWEEN Micky G. Mirchandani**

Age: -years, Occupation: -

Pan no: -

R/at: - 5 Firpos, 47/A, B Desai Road,

Mumbai 400026

Hereinafter Referred To As **“THE VENDOR/ASSIGNOR”**

 (Which expression shall unless it be repugnant to the context and meaning thereof shall mean include his legal heirs, Executors, Administrators, Assigners, Etc.)

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

**AND**

 **Amit Kumar Pathak,**

Age: - 34 years, Occupation: - Service,

Pan no: - BCWPP5028G,

**Shweta Mishra,**

Age:- 32 years, Occupation: - Housewife

 Pan no: - AWLPM5268P,

 Both R/at: - B3-201, Tirupati, Kashi Ganga,

 Siddhartha Nagar, Dhanori, Pune 411015. Hereinafter Referred To As **“THE PURCHASERS/ASSIGNEES”**

 (Which expression shall unless it be repugnant to the context and meaning thereof shall mean include his legal heirs, Executors, Administrators, Assigners, Etc.)

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

**WHEREAS** Micky G. Mirchandani i.e. Vendor/Assignor herein is the owner of bearing **Residential Unit no A-24, Carpet area admeasuring about 120.16 sq. mtrs. i.e. 1293 sq. ft. with adjoining terrace area and projections and right to use and occupy Verandah admeasuring 55 sq. ft., + Utility space admeasuring 30 sq. ft., + Parking area 118 sq. ft., + Garden area 610 sq. ft., + Open space 69 sq. ft., + Top Terrace area 650 sq. ft., in the project known as Ozone Villas situated at Gat no 1420 (Old Gat no 2406), Village:- Wagholi, Tal:- Haveli, Dist:- Pune;** (More particular described in the Schedule “A”, “B” written hereunder and hereinafter called and referred to as “Said Residential Unit/Row-House”);

**AND WHEREAS** all those pieces and parcels of properties bearing Survey no 307, 308/1, 308/2, 312/1, 312/2, and 313 totally admeasuring 31 Hectors 57.1 Ares situate at Mouje Wagholi, Taluka:- Haveli, Dist.:- Pune, were originally owned by one Shri. Amrutrao Sambhajirao Jadhavrao. **AND WHEREAS** the said Shri. Amrutrao Sambhajirao Jadhavrao expired at Pune on 15/3/1967, That Prior to his demise the said Shri. Amrutrao Sambhajirao Jadhavrao had executed his last Will and Testament dated 27/03/1966 by which he bequeathed the aforesaid properties along with his other properties to his grandson Vijaysingrao Jaysingrao Jadhavrao and Ramchandra Udaysingrao Jadhavrao. As both the said legatees were minors their names were entered to the Revenue records as owners of the aforesaid properties through Guardian and Executor of the said Will Shri. Udaysingrao Amrutrao Jadhavrao vide mutation entry no 7207.

**AND WHEREAS** thereafter all the survey numbers of Village Wagholi were amalgamated together as per the policy of Government of Maharashtra. The above said survey numbers viz Survey no. 307, 308/1, 308/2, 312/1, Survey no 312/2 and 313 were amalgamated together and were given Gat no 2406, totally admeasuring 31 Hectors 57.1 Ares. The Talathi of Village Wagholi has also given certificate dated 23/08/2005 confirming the above said fact. The said Gat No. 2406 was further changed and renumbered as Gat no 1420.

**AND WHEREAS** in pursuance of the terms mentioned in the said Will the aforesaid legatees under said Will viz, Vijaysingrao Jaysingrao Jadhavrao and Ramchandra Udaysingrao Jadhavrao become absolute owners of the aforesaid properties each of them having ½ undivided right, titles, interest and share therein.

**AND WHEREAS** thereafter oral partition took place between the said Vijaysingrao Jaysingrao Jadhavrao and Ramchandra Udaysingrao Jadhavrao after attaining majority and by virtue of the said partition both of them were holding their respective defined shares and areas in the said properties individually and separately.

**AND WHEREAS** the Additional Divisional Commissioner, Pune Division, Pune, by his judgment date 15/10/2001 in ULC Appeal no 22211/2001 has declared that the said land does not fall within the ambit of provisions of the Urban Land Calling Act 1976 to the extent of undivided share of the said Vijaysingrao Jaysingrao Jadhavrao.

**AND WHEREAS** as aforesaid the said Shri. Vijaysingrao Jaysingrao Jadhavrao was and is holding 1/2 defined and earmarked area save and expect the area already sold by him. That from and out of the area held by him, the said Shri. Vijaysingrao Jaysingrao Jadhavrao entered into a joint Venture Agreement on 29/06/2005 with M/s Raviraj Realtiess a registered partnership firm for the purpose of development of an area admeasuring 5 Hectors 60 Ares ( i.e. 14 Acres ) from and out of his holding of the said land, under the name and style of Raviraj Realtiess And Viraj Associates” The rights of 4 Acres i.e. 1H 60 R from and out of the total area entered into the Joint Venture ( reserved for amenities space) are given to Shri. Vijaysingrao Jaysingrao Jadhavrao. The said joint Venture is authorized and empowered to carry out its promotional and developmental activities over the said land admeasuring 10 Acres i.e. 4 Hectors only.

**AND WHEREAS** by virtue of the said joint Venture Agreement dated 29/06/2005, “Raviraj Realtiess And Viraj Associates” i.e. the Promoter/ Builder has absolute right to develop an area admeasuring 4 Hectors i.e. 40468.23 sq. mtrs. (that is the area excluding area of amenities space admeasuring1 H 60 R) from and out of Gat No. 1420 (old Gat No. 2406), totally admeasuring 31 Hector 57.1 Are, situated at Wagholi, Pune and to construct ownership tenements/units /flats bungalows on the said land and to sell the tenements/ Row house/ flat/units bungalows etc. constructed thereon to prospective purchaser/s.

**AND WHEREAS** the Collector, Pune granted permission to use the said land for Non Agricultural Purposes vide its order no. PMH/NA/SR/44/2005 dated 03/05/2005;

**AND WHEREAS** said Promoter/ Builder decided to float ownership scheme of residential flats / row house/ units/ bungalows on an area admeasuring 5 Hector 60 Are from and out of Gat No. 1420 (old Gat No. 2406), excluding area under amenities space admeasuring 4 Acres i.e. 1 Hectors 60 Are from and out of land totally admeasuring 31 Hectors 57.1 Are., situated at Wagholi, Pune hereunder and hereafter called and referred to as the said land”;

**AND WHEREAS** the Promoter/Builder has got sanctioned from the Town Planning Authority/ Collector building plans for the proposed development & construction on the said properties vide commencement certificate dated 08/11/2006.

**AND WHEREAS** Promoter have accordingly commenced construction of the said building/s in accordance with the sanctioned plans;

 **AND WHEREAS** Promoter entered into Agreement in respect of **Residential Unit no A-24, Carpet area admeasuring about 120.16 sq. mtrs. i.e. 1293 sq. ft. with adjoining terrace area and projections and right to use and occupy Verandah admeasuring 55 sq. ft., + Utility space admeasuring 30 sq. ft., + Parking area 118 sq. ft., + Garden area 610 sq. ft., + Open space 69 sq. ft., + Top Terrace area 650 sq. ft., in the project known as Ozone Villas situated at Gat no 1420 (Old Gat no 2406), Village:- Wagholi, Tal:- Haveli, Dist:- Pune** with Micky G. Mirchandani i.e. Vendor/Assignor herein. The said Agreement is registered in the office of Sub-Registrar Haveli no XI at Sr. no 1614/2009, dated 25th February 2009.

 **AND WHEREAS** as per the said agreement Vendor/Assignor herein had paid the entire agreed consideration of the said Residential Unit /Row-House to the Promoter and the Promoter having received the total consideration has handed over the vacant and peaceful possession of the said Residential Unit /Row-House to Vendor/Assignor herein and since then till today Vendor/Assignor herein have the actual possession and occupation of the said Residential Unit /Row-House having rights to assign or transfer the said Residential Unit /Row-House to any intended purchasers.

 **AND WHEREAS** the Vendor/Assignor is desirous of disposing of the said Residential Unit/ Row-House and the Purchasers herein knowing the intention of the Vendor/Assignor, approached the Vendor/Assignor and offered to purchase and acquire the said Residential Unit/ Row-House for the total consideration of **Rs. 88,00,500/- (Rupees Eighty Eight Lakh Five Hundred Only)** and after negotiation between the parties hereto, the Vendor herein ascertained that the offer given by the Purchasers is true and correct as per the prevailing market rate and hence decided to assign/transfer all his right, title and interest in respect of the said Residential Unit/ Row-House in favour of the present Purchasers by virtue of this agreement for the above said consideration.

**AND WHEREAS** the Assignors have before entering into and executing this Deed of Assignment, at the request of the Assignees given to Assignees an inspection of the said Residential Unit/ Row-House and of all the papers, plans, writings, permissions, approvals, agreements, deeds and documents of title in relation to and concerning the said Residential Unit/ Row-House and or as required by the Assignees and the Assignees hereby confirm that they are satisfied that the Assignor have good title to the said Residential Unit/ Row-House and that they have no objection or requisitions in respect of the same;

**AND WHEREAS** the Assignee has made payment of the agreed consideration amount to the Assignor and have called upon the Assignor to effectuate a full and proper assignment, transfer, assurance and conveyance of right, title and interest of the Assignor, in the said Residential Unit/ Row-House in favour of the Assignee, which the Assignor have agreed to do by way of these presents;

**NOW THIS DEED OF ASSIGNMENT / TRANSFER WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS**

**1]** In consideration for **Rs. 88,00,500/- (Rupees Eighty Eight Lakh Five Hundred Only)** being paid by the Purchasers/Assignees to the Vendor/Assignor in the manner provided hereunder, the Vendor hereby sale, transfer, convey, discharge, assigned said Residential Unit/ Row-House together with all rights, interest and title UNTO the Purchasers absolutely and permanently.

**2]** The Vendor has received the amount of -

1) Rs. 50,000/- Paid through NEFT- Ref no N095180513174369, dated 05/04/2018.

2) Rs. 4,50,000/- Paid vide Cheque no 0000000000000016, drawn on HDFC Bank, dated 11/04/2018.

3) Rs. 74,88,000/-

4) Rs. 7,24,000/- Paid through NEFT- Ref no N109180523117229, dated 19/04/2018.

5) Rs. 88,005/- TDS paid

6) Rs. 5/- Has been returned by cash the Vendor/Assignor to the Purchasers/ Assignees.

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i.e. total **Rs. 88,00,500/- (Rupees Eighty Eight Lakh Five Hundred Only)**

The Vendor/Assignor hereby acknowledged the receipt **Rs. 88,00,500/- (Rupees Eighty Eight Lakh Five Hundred Only)** (subject to realization of Cheques/Demand Drafts) and no separate receipt for the same have been executed.

 **3]** That the Vendor/Assignor hereby declares that **he has delivered and handed over the vacant, physical and peaceful possession of the said Residential Unit/ Row-House to the Purchasers/Assignees and the Purchasers/Assignees hereby admit and acknowledge that they have received the possession in good condition and have satisfied themselves about the same.** Therefore no separate possession receipt is necessary to be executed.

The Assignees have taken inspection of all the facilities and amenities provided for the said Residential Unit/ Row-House as agreed by the Assignor and as described in the Deed of Assignment referred to above, and the Assignees are fully satisfied regarding the same and have no objection regarding the same.

 **4]** That the Purchasers/Assignees have paid the full price of said Residential Unit/ Row-House to the Vendor/Assignor and Vendor/Assignor hereby admit and acknowledge that he has received the same. Therefore, no amount is due, and total right, interest and title of the said Residential Unit/ Row-House stand transferred upon the Purchasers/Assignees.

 **5]** The maintenance charges, Electricity bill, Property tax, and other Legal outgoing etc. till today is paid by the Vendor/Assignor, and if any previous remain to be paid same shall be paid by the Vendor/Assignor together with, interest, penalty etc. Thereon (if any), Henceforth same shall be paid by the Purchasers/ Assignees.

 **6]** The Vendor/Assignor has given assurance that the said Residential Unit/ Row-House is free from all encumbrances, charges and claims of whatsoever nature and that Vendor/Assignor is having clear marketable title thereto, having right to sale and take sale proceed thereof, that if there appear any defect in title same shall be made indemnify to the Purchasers/Assignees from all possible loss, risk, etc in future.

 **7]** That the Vendor/Assignor hereby transfers all rights, title and interest of said Residential Unit/ Row-House without keeping any right reserve of whatsoever nature. That for better transfer of title of said Residential Unit/ Row-House whenever signature of Vendor/Assignor is required same shall be given to the Purchasers/Assignees without any extra consideration.

 **8]** That the Vendor/Assignor shall give signature and further co-operate to the Purchasers/Assignees for transfer of electricity meter in M.S.E.D.C.L, and Pune Municipal Corporation/Grampanchayat or any other Local Government Authority for change of name in their respective record without extra consideration.

 **9]** That Purchasers/Assignees shall be admitted as member in society/ Apartment/ Association, in due course in place of Vendor/Assignor, after due procedure of the society.

 **10]** That Residential Unit/ Row-House Purchasers shall perform the terms and conditions mentioned in the agreement executed by and between the Vendor/Assignor and builder/developer and the stipulations contained therein on their part.

**11]** That the no objection certificate of Society/Builder shall be obtained by the Vendor. The transfer charges of said Residential Unit/ Row-House in the name of purchaser at the 50 % expenses of the Vendor and 50 % expenses of the Assignee.

**12]** That this Agreement shall always be subject to the provisions of Maharashtra Ownership Apartment Act 1970 and /or Maharashtra Ownership Flat Regulations of the promotion of construction, sale management and Transfer Act 1963, and Rules made there under, and/or Maharashtra Co-Operative Societies Act, 1960, and the rules made there under from time to time.

**13]** That all the expenses of this Agreement shall be borne by Purchasers/Assignees such as stamp duty, registration charges, Advocate Fees, Etc.

**14]** That Vendor/Assignor has delivered all the documents of the title to the Purchasers/Assignees which was in his custody and the Purchasers/Assignees have received the same and the Vendor/Assignor agrees to deliver all such documents as may be found in his custody or which he can obtain.

**VALUATION: -**

That Stamp Duty is required to be given on area basis where property is located property bearing **Residential Unit no A-24, Carpet area admeasuring about 120.16 sq. mtrs. i.e. 1293 sq. ft. with adjoining terrace area and projections and right to use and occupy Verandah admeasuring 55 sq. ft., + Utility space admeasuring 30 sq. ft., + Parking area 118 sq. ft., + Garden area 610 sq. ft., + Open space 69 sq. ft., + Top Terrace area 650 sq. ft., in the project known as Ozone Villas situated at Gat no 1420 (Old Gat no 2406), Village:- Wagholi, Tal:- Haveli, Dist:- Pune.** Hence Consideration of the said Residential Unit/ Row-House is **Rs. -----/-**. Hence Stamp duty of **Rs. ------/-** and Registration fee of **Rs. ------/-** is paid thereon;

**SCHEDULE “A” ABOVE REFERED TO**

**DESCRIPTION OF THE LAND**

All that piece and parcel of an area admeasuring 5 H 60 Ares i.e. 14 Acres from and out of the land bearing Gat no 1420 (Old Gat no 2406) totally admeasuring 31 H 57 Ares, situate at Mouje Wagholi, Taluka Haveli, Dist Pune, within the Gram Panchayat Wagholi, Taluka Panchayat Samiti, Haveli, and Zilla Parishad Pune and also within the Registration district of Pune, Registration Sub-district Taluka Haveli and Dist. Pune which bounded as under:-

**On or towards to East :** Wagholi Bhawadi Road

**On or towards to South :** Wagheshwar Temple and Lake

**On or towards to West :** Remaining Part of Gat no 1420

**On or towards to North :** Wagholi Lohegaon Raod

 Together with easement, appurtenances, ingress, egress, pathways, accesses, things attached thereon, other ancillary and incidental rights thereto.

**SCHEDULE “B ” ABOVE REFERED TO**

**DESCRIPTION OF THE “SAID RESIDENTIAL UNIT”**

All that piece and parcel of **Residential Unit no A-24, Carpet area admeasuring about 120.16 sq. mtrs. i.e. 1293 sq. ft. with adjoining terrace area and projections and right to use and occupy Verandah admeasuring 55 sq. ft., + Utility space admeasuring 30 sq. ft., + Parking area 118 sq. ft., + Garden area 610 sq. ft., + Open space 69 sq. ft., + Top Terrace area 650 sq. ft., in the project known as Ozone Villas** constructed on the land more particularly described in the Schedule “A” hereinabove alongwith proportionate undivided share in the land and use of common areas, fixture, fittings, M.S.E.D.C.L. connection, water connection, staircase, terrace and all other amenities and facilities of the building provided thereon.

**IN WITNESS WHEREOF PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE PLACE AND DATE MENTIONED HEREIN ABOVE.**

 Micky G. Mirchandani

 **THE VENDOR**

 Amit Kumar Pathak

 Shweta Mishra

 **THE PURCHASERS**

Witness –

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