



DEED OF ASSIGNMENT

CIDCO ASSESSED VALUE RS. 1,31,83,295/-
CONSIDERATION AMOUNT RS. 1,32,00,000/-
Zone No. 14.197 G11100 P.S.M. B/U 61800 P.S.M.
G. Value of Rs. 1,04,00,000/-

THIS DEED OF ASSIGNMENT EXECUTED ON THIS 11th DAY OF SEPTEMBER, 2015, AT AURANGABAD

By

Mr. Deepak Subhash Goyal;
Age: 33 Years, Occupation: Business;
R/o. Plot No. 216, N-4 CIDCO, Aurangabad.
PAN No. _____.
Hereinafter called and referred to as **"Assignor"**, (which expression shall unless repugnant to the context thereof, means and deemed to include his respective, legal heirs, successors, executors, nominees, administrators and Assignee etc.)

AND

Mrs. Gurmeetkaur W/o Bhupendrasingh Rajpal;
Age: 50 years, Occupation: Business;
R/o, Plot No. 12A & 13, N-3, CIDCO, Aurangabad.
PAN No. ABAPR 6758F.
Hereinafter called and referred as **"The Consenting** Party"(which expression shall unless repugnant to the context thereof, means and deemed to include her respective, legal heirs, successors, executors, nominees, administrators and Assignee etc.)

...PARTY OF THE FIRST PART.

IN FAVOUR OF

Mr.Gopal Trilokchand Agrawal;
Age: 38 Years, Occupation : Business;
R/o. N-1, CIDCO, Aurangabad.
PAN No. ABAP5324Q.
Hereinafter called and referred to as **"Assignee"**, (which expression shall unless repugnant to the context thereof, means and deemed to include his respective, legal heirs, successors, executors, nominees, administrators and Assignee etc.)

...PARTY OF THE SECOND PART.

WHEREAS, the Assignor and the Consenting Party have assured and represented that the Assignor is having absolute leasehold rights and possession over **plot No. 216 adm. 662.50 Sqm., situated at sector N-4-23/24, CIDCO, , forming part of Survey No. 24(P), village Garkheda, witing the Limits of Aurangabad Municipal Corporaiton, Aurangabad** more particularly described in the Schedule (hereinafter called as "the said Plot") along with constructed house premises 167.44 Sqm.

AND WHEREAS, the Assignor and the Consenting Party have assured and represented that City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "CIDCO") has agreed to grant Lease in respect of said plot for 60 years commencing from 1st day of January, 2008 by virtue of **Agreement to Lease** executed in favour of the Assignor on 24-Mar-2008 and also handed over possession of the said plot on 24-Mar-2008.

AND WHEREAS, Assignor has obtained Building Permission dated 30-Sep-2008 from Aurangabad Municipal Corporation and completed building construction adm. 167.44 Sqm. over the said plot and obtained **Occupancy Certificate** dated 23-Oct-2008.

AND WHEREAS, thereafter CIDCO had granted lease in respect of said plot in favour of the Assignor by virtue of **Lease deed** date 17-Nov-2008 which is later on executed and registered in the office of Sub-Registrar at Day Book No. AGG-2-7868-2008 dated 04-Dec-2008.

AND WHEREAS, the Assignor intended to develop the said Plot entered into **Development Agreement** with Consenting Party on 24-Dec-2008 which is

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registered in the office of Sub-registrar, Aurangabad at day book Sr. No. AGG-1-4638-2008 on 24-Dec-2008.

AND WHEREAS, the Assignor also executed **Irrevocable General Power of Attorney** in favour of the Consenting party on 24-Dec-2008 which is registered in the office of Sub-registrar, Aurangabad at day book Sr. No. AGG-1-4639-2008 on 24-Dec-2008.

AND WHEREAS, the Consenting Party has decided to transfer, assign and convey the Said Plot and hence was looking for purchaser and purchaser was also looking for the similar property and came to know about the intention of the Assignor therefore they approached the Consenting party for purchase the Said Plot.

AND WHEREAS, according to the agreed term No. 3 I in the Development Agreement the Consenting Party paid entire consideration mentioned in Development Agreement to the Assignor and requested to execute the present Deed of Assignment in favour of the Assignee, without receiving any additional consideration; and according to Clause No. 4 (B) of the Development Agreement the Assignor has also agreed to execute Deed of Assignment in favour of Consenting Party or her Nominee i.e. person directed by her.

AND WHEREAS, the Assignor and the Consenting Party have assured and represented that they have not agreed to transfer and assign the Said Plot and / or construction over the said plot to anybody else nor executed any power of attorney in favour of anybody for selling / transferring the Said Plot nor has created any third party interest charge and/or encumbrance on the Said Plot.

AND WHEREAS, the Assignor and Consenting party hereby further declares that they have not mortgaged the said Plot and / or the said Plot for availing loan and the Assignor and Consenting Party have not created any third party right and / or any type of encumbrances over the said Plot and / or the said Plot described in the schedule hereunder written by way of lien, mortgage, gift, charge of loan, transfer and/or in any manner whatsoever and that the Assignor's title to the said Plot is clear marketable as on the date

any acquisition. The Assignor and the Consenting Party further declares that the said Plot along with constructed house premises is free from all kinds of claims and the encumbrances.

That the conveyance charges i.e. stamp duty, registration charges, registry office Coping charges, Advocate Fees, are borne by the Assignee. That the all income tax liability will be borne by the consenting party.

SCHEDULE

All that piece and parcel of the plot bearing No. 216, situated at sector N-4-23 24, adm. 662.50 sqm situated at CIDCO area of village Garkheda, forming part of Survey No. 24(P), Taluka & District Aurangabad along with constructed house adm. 167.44 sqm which is bounded as follows **(This plot no. 216 is situated at the south side of Gajanan Maharaj Mandir Road to Shivaji Chowk, N-4, CIDCO, Aurangabad)** :-

On or towards East	:	Road (18.0 Mtr. Wide).
On or towards West	:	Plot no 229, On or towards
North	:	Plot No. 217, On or towards
South	:	denotified area.

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IN WITNESSETH WHEREAS of the Parties have set their respective hands on this presents on the date, month and year hereinabove written.



WITNESSES:-



1. Mr. Sanjeev K. Nikalje
Age: 45 Years, Occu.- Business,
R o. Aurangabad.

ASSIGNOR

MR. DEEPAK SUBHASH GOYAL

CONSENTING PARTY

MRS. GURMEETKAUR BHUPENDRASINGH RAJPAL



2. Mr Sandesh Sunil Jagdhane
Age: 29 Years, Occu. Business
R o. Aurangabad

ASSIGNEE

MR. GOPAL TRILOKCHAND AGRAWAL





