

DEED OF ASSIGNMENT BETWEEN
PROMOTERS AND ALLOTTEE

FLAT NO._____,_____ FLOOR,
_____ WING,
BLDG. KNOWN AS “PARTH LAKEFRONT”
PLOT NO.DIGHA-2, IN THE TRANS THANE
CREEK INDUSTRIAL AREA,
VILLAGE-DIGHE, NAVI MUMBAI,
TALUKA & DIST.THANE

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BUILDING CONSISTS	: GROUND + 23 FLOORS
	(WITH LIFT)

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THE SAID FLAT AREA

“RERA CARPET AREA” IN SQ.MTRS.	:
“ENCLOSED BALCONY CARPET AREA IN	:
SQ.MTRS.	:
“C.B CARPET AREA” IN SQ.MTRS.	:

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“THE OTHER USABLE AREA” IN SQ. MTRS.	:
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WHICH FORMS THE TOTAL AREA OF THE SAID FLAT.

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SALE PRICE	: RS._____/-
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STAMP DUTY	: RS._____
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REGISTRATION FEE	: RS._____
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THIS DEED OF ASSIGNMENT is made and entered into at
Navi Mumbai, on this____day of _____

BETWEEN

M/S. PARTH WORLD LLP., (PAN NO._____),
through its Partners 1) SHRI. DHARMENDRA M. PARIKH,
2) SHRI. PARTH DHARMENDRA PARIKH, having his office at
A-2, Shruti Bldg., A. K. Vaidya Marg, Near Yashodham School,
Dindoshi, Goregaon (E), Mumbai – 400 063, hereinafter
referred to as **“THE PROMOTER”** (Which expression shall
unless repugnant to the context or meaning thereof be deemed
to mean and include its successors-in- interest, executors,
administrators and permitted assignees including those of
respective partners) of the **FIRST PART,**

AND

..... aged years, (PAN
NO.) an adult, Indian Inhabitant, residing
at hereinafter
referred to as **“THE ALLOTTEE”** (Which expression shall
unless it be repugnant to the context or meaning thereof be
deemed to mean and include his heirs, successors executors,
administrators and assigns) of the **SECOND PART.**

DESCRIPTION OF PROPERTY

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<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>
_____	_____	_____	DIGHA-2

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BUILDING : “PARTH LAKEFRONT”

IN THE TRANS THANE CREEK INDUSTRIAL AREA

NODE : VILLAGE-DIGHE, NAVI MUMBAI,
TALUKA–THANE, DIST. THANE.

THE SAID FLAT AREA

“RERA CARPET AREA” IN SQ.MTRS. :

“ENCLOSED BALCONY CARPET AREA IN SQ.MTRS. :

“C.B CARPET AREA” IN SQ.MTRS. :

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“THE OTHER USABLE AREA” IN SQ. MTRS. :

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WHICH FORMS THE TOTAL AREA OF THE SAID FLAT.

BUILDING CONSISTS:GROUND + 23 FLOORS (WITH LIFT)

SALE PRICE: Rs._____/ - (Rupees _____
Only)

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hereinafter referred to as 'THE SAID FLAT'

In this Deed of Assignment, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them in the lease agreement, lease deed, Rules and Regulations of MIDC, Navi Mumbai and RERA.

WHEREAS :

THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION constituted under Maharashtra Industrial Development Act, 1961 (Mah. II 1962) and having its Head Office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400 093, (hereinafter referred to as 'MIDC') is the Authority declared for granting lease of Plots in the T.T.C. INDUSTRIAL ESTATE, DIST. THANE for constructing Industrial Building.

AND WHEREAS:

The MIDC has accepted the tender/Offer of SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO. and by virtue of an Allotment Letter dated 11.08.2017, vide Letter No. MIDC/RO/Mahape/TTC/Digha-2/2667, the MIDC has allotted to SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO. herein a Plot being Plot No.DIGHA-2 in the Trans Thane Creek Industrial Area, Village Dighe, Taluka Thane, Dist. Thane containing by measurement 3620 Square meters or thereabouts for residential use on the terms and conditions and for the lease premium as contained in the said Allotment Letter

AND WHEREAS:

At the request of the SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO., the MIDC has given advance Possession of the Plot No.DIGHA-2, admeasuring 3620 Sq. Mtrs., in the Trans Thane Creek Industrial Area to the SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO., on 04.12.2017.

AND WHEREAS:

By an Agreement made on **20th April 2018** between the 'MIDC' (therein referred to as the "GRANTOR") of the One Part and **SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO.** (therein referred to as the "Lessee") of the Other Part, The MIDC granted/allotted the land bearing Plot No.DIGHA-2, admeasuring about 3620 Sq. Mtrs., situated at Trans Thane Creek Industrial Area, within the limits of Village DIGHE, Taluka Thane, Dist. Thane to the **SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO.**

AND WHEREAS:

Before signing Agreement the SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO. has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer") a sum of **Rs.11,77,11,540/- (Rupees Eleven Crore Seventy Seven Lakhs Eleven Thousand Five Hundred Forty Only)** being the amount of premium payable by the SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO.in respect of the said Plot

AND WHEREAS:

The said Agreement dated **20th April 2018** has been registered with the Sub Registrar of Assurances Thane-3, vide Receipt No.7731, Document No.TNN3-6224-2018, Dt.25.04.2018.

AND WHEREAS:

MIDC, by its Commencement Certificate under Reference No. EE/MHP-II/TTC/DIGHA-2/D19434/of18, Dated 25.09.2018 granted its permission to develop the said Plot and to construct a building on the said Plot subject to the terms and conditions of the Commencement Letter and thereby approved and sanctioned the plans in respect of the said building which have been annexed hereto as 'Annexure A'

AND WHEREAS:

SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO. has made an Application to the MIDC to change in constitution i.e from SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO. to **SHRI. DHARMENDRA M. PARIKH AND SHRI. PARTH DHARMENDRA PARIKH, Partners of M/S. PARTH WORLD LLP.**, as per the Certificate of Incorporation under Section 12(1) (b) of the LLP Act, 2008 issued by the Registrar, Mumbai, Ministry of Corporate Affairs, Gol issued on 15.11.2008

AND WHEREAS:

MIDC has accepted the application of SHRI. DHARMENDRA M. PARIKH, PROMOTOR OF PROPOSED PVT. LTD. CO and changed in their record as **SHRI. DHARMENDRA M. PARIKH AND SHRI. PARTH DHARMENDRA PARIKH, Partners of M/S. PARTH WORLD LLP.** Vide Letter No. MIDC/RO/MAHAPE/TTC/DIGHA-2/1530, Dated : 27.09.2018.

AND WHEREAS:

The Promoters are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS :

The said Plot is earmarked for the purpose of building a residential project consisting **Ground + 23 Floors** and the said project shall be known as "**PARTH LAKEFRONT**" (hereinafter referred to as the said Building).

AND WHEREAS :

The Allottee is offered a Flat bearing number ____on the _____ floor, (more particularly mentioned hereinabove) being constructed on the said plot, by the Promoters

AND WHEREAS:

The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also have entered into standard agreement with RCC Consultant.

AND WHEREAS:

The Promoters have entrusted the architect works to **M/S. HOMEWORK**, (hereinafter called "The Said Architect") & RCC works to **M/S. STRUCTURAL CONCEPT DESIGNS PRIVATE LIMITED**, (hereinafter called "The Said RCC Consultant") to develop, design and lay down specifications for construction of the building on the said plot.

AND WHEREAS :

The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No.

_____, Dated_____. The said RERA Certificate is annexed herewith and marked as Annexure 'B'.

AND WHEREAS :

By virtue of the Lease Agreement/Tripartite Agreement/Commencement Certificate the Promoters have sole and exclusive right to sell the said Flat in the said building to be constructed by the Promoters on the project land and to enter into Deed of Assignment with the Allottee of the Flat to receive the sale consideration in respect thereof.

AND WHEREAS :

The Report on Title issued by Advocate R. R. JINDAL, has been seen and inspected by the Allottee and a copy thereof has been annexed hereto and marked as Annexure 'C'. The Allottee has by virtue of his having executed this Deed of Assignment is deemed to have accepted the title of Promoters to the said Plot as clear and marketable and free from all encumbrances and no further objection shall be raised upon it in any manner relating hereto.

AND WHEREAS:

The Allottee herein has demanded from the Promoters and the Promoters have given inspection to the Allottee, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The said Act") and rules and regulations made there under.

AND WHEREAS :

The Allottee has inspected all the title, Deed including approved plans as prepared by the Architect in the office of the Promoters and satisfied himself.

AND WHEREAS :

The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been verified by the Allottee.

AND WHEREAS :

The Promoters have got the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS :

While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS:

The Promoters have accordingly commenced the construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS :

On satisfying himself about the plans, Deeds, documents etc. and satisfying himself of the title of Promoters the Allottee has applied to the Promoters for allotment and hereby agreed to Purchase **Flat No.____ on ____ Floor** being constructed on the said Plot.

AND WHEREAS:

The MIDC has granted permission to Promoter for transfer of the said Flat to the ASSIGNEE under the Letter No. _____, Dated: _____, issued by the _____.

AND WHEREAS :

“RERA CARPET AREA” means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area, appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat.

AND WHEREAS

“THE OTHER USABLE AREA“ consist of the C.B area, Niche area, Landscape Features area, A.C.Services area, Natural Terrace & Service Area. These areas along with THE RERA CARPET AREA form the total usable area of the said Flat. THE OTHER USABLE AREA includes the area covered by External & Internal walls, as approved in commencement certificate by MIDC. It is also stated that THE OTHER USABLE AREA have been provided without any monetary consideration by the Promoter to the Allottee(s).

AND WHEREAS:

The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Assignment and all applicable laws, are now willing to enter into this Deed of Assignment on the terms and conditions appearing hereinafter;

AND WHEREAS :

Prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs._____/- (Rupees _____ Only)** being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS :

Under section 13 of the said Act the Promoters is required to execute a written Deed of Assignment of said Flat with the Allottee, being in fact these presents and also to register said Deed of Assignment under the Registration Act, 1908. In accordance with the terms and conditions set out in this Deed of Assignment and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Flat.

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

1. The Promoters shall construct the said building/s consisting **Ground + 23 upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Promoters

shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee

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<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>
_____	_____	_____	DIGHA-2

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BUILDING : "PARTH LAKEFRONT"

IN THE TRANS THANE CREEK INDUSTRIAL AREA

NODE : VILLAGE-DIGHE, NAVI MUMBAI,
TALUKA-THANE, DIST. THANE.

THE SAID FLAT AREA

"RERA CARPET AREA" IN SQ.MTRS.	:
"ENCLOSED BALCONY CARPET AREA IN SQ.MTRS.	:
"C.B CARPET AREA" IN SQ.MTRS.	:

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"THE OTHER USABLE AREA" IN SQ. MTRS.	:
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WHICH FORMS THE TOTAL AREA OF THE SAID FLAT.

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BUILDING CONSISTS:GROUND + 23 FLOORS (WITH LIFT)

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hereinafter referred to as "the Flat") for the total consideration of **Rs._____/- (Rupees_____ - Only)** which is more particularly described in the Second Schedule annexed herewith.

3. The Allottee has paid on or before execution of this Deed of Assignment a sum of **Rs._____/- (Rupees_____ Only)** as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of **Rs._____/- (Rupees_____ Only)** as per payment schedule mentioned hereto as Annexure 'D' (Time being essence of contract). (Changed schedule of payment as per RERA)

SCHEDULE OF PAYMENT

SR. NO.	PARTICULARS	%
1.	On Booking	10%
2.	On Agreement	10%
3.	On Commencement Plinth	10%
4.	On Completion of Plinth	15%
5.	On Commencement of 1 st Slab	5%
6.	On Commencement of 2 nd Slab	5%
7.	On Commencement of 6 th Slab	3%
8.	On Commencement of 10 th Slab	3%
9.	On Commencement of 14 th Slab	3%
10.	On Commencement of 18 th Slab	3%
11.	On Commencement of 22 nd Slab	3%
12.	On Commencement of 23 rd Slab	3%
13.	On Commencement of the walls	3%
14.	On Commencement of the internal plaster	4%
15.	On Commencement of and external plaster	5%
16.	On Completion of the plumbing/electrical and tiling,	5%
17.	On Completion of Painting	5%
18.	On Possession	5%
	Total	100%

The Allottee agrees to pay to the Promoters, interest as specified in the Rule of REAL ESTATE (REGULATIONS AND DEVELOPMENT) ACT, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Deed of Assignment from the date the said amount is payable by the Allottee to the Promoters

The above consideration does not include various other charges, expenses more particularly mentioned in this Deed of Assignment and the same shall be paid by the Allottee over and above the consideration mentioned herein on their respective due dates.

4. ADDITIONS AND ALTERATION:

- (a) The Promoters shall under normal conditions construct building/s on the said plot in accordance with the said plans and specifications duly approved and sanctioned by the MIDC and other concerned authorities. It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Allottee(s) and the Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans. Provided further that the Promoters may make such minor additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as shall be required by MIDC/ other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Allottee/s.
- (b) The Promoters have categorically informed the Allottee(s) and the Allottee(s) is/are aware that although the Agreement to Lease between MIDC and Promoters is for the entire Plot, the Plans are sanctioned by MIDC for the entire plot, the Promoters shall commence the construction on the said Plot progressively and in phases whereby the construction of all the sanctioned premises as per the sectioned plan shall be commenced and

completed in several phases. At present the promoters are desirous of commencing the construction of Phase – I, which consist of 1 FSI as granted by the MIDC of the said Building, the Promoters shall commence the construction in accordance with the terms of Building permission and Commencement Certificate issued by MIDC. The Promoters shall construct Phase II, which consist of 0.5 FSI of the said Building as and when the permission is granted by MIDC to the Promoters, for the Building/Premises in the balance Phase, the Promoters hereby reserve their rights to submit revised plans whereby the Premises/Building or their location or their area and /or their user or their height and dimensions may change, increase and decrease. Thus, by virtue of signing this Agreement, the Allottee(s) hereby irrevocably agree/s, declare/s, confirm/s and undertakes that he/she/they shall not raise any objection, claim, dispute or challenge or question the absolute right and authority of the Promoters to submit the revised building plans for the Building / Premises which are to be constructed in other Phases. Thus by virtue of the Allottee(s) having signed this Agreement, it shall be construed that the Allottee(s) has/ have given his/her/their specific irrevocably written consent and no objection to the Promoter for submitting the revised layout plans and changing the Building / Premises to be constructed in other phases as the Promoters may deem fit proper and necessary in their absolute unrestricted and unqualified discretion. The rights of the Allottee(s) are restricted only to the said premises agreed to be purchased.

- (c) The Allottee(s) agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and

elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

- 5 The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Allottee(s) and the Allottee(s) is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Allottee(s) and the Allottee(s) is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Allottee(s) hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building/s is complete and the Part /

Full Occupancy Certificate / Building Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap, then Promoters shall refund the excess money paid by Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Allottee(s), the Promoters shall demand the increased consideration from the Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter. It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Allottee(s) shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Allottee(s) alone.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax,/GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Flat.

7. The Promoters have further represented that as per the sanctioned building plans, Local authority has sanctioned certain additional areas as permitted under GDCR. The Promoters have paid necessary premium, charges to the concerned authorities for getting the sanction of the said additional areas from the MIDC, The aforesaid additional areas are fused to the said premises.
8. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
9. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The certificate issued by Architect certifying the above areas shall be binding on the parties. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with

annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Deed of Assignment.

10. The Allottee authorizes the Promoters to adjust/ appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ direct the Promoters to adjust their payments in any manner.
11. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
12. The Promoters shall give notice to the allottee intimating the allottee the amount of the installment or the balance amount payable by the allottee to the Promoters in accordance with the payment schedule mentioned hereto as annexure 'D'. (Time being essence of the contract) and within 15 days from the date of letter the allottee shall pay the amount of the said installment or the balance amount to the Promoters.

13. Both the Promoters and the allottee has mutually agreed that the allottee shall be liable and responsible to pay all the installments payable for the purchase of the said premises payable under this Deed of Assignment on their respective due dates without committing any delay. In case if the allottee has obtained from any Bank/NBFC/Money lenders finance/loan on the said premises then it shall be the sole and absolute responsibility of allottee herein to ensure that the disbursement of all the installments is done within the time frame mentioned in this Deed of Assignment.
14. Without prejudice to the right of Promoters to charge interest in terms of clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Deed of Assignment (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Deed of Assignment:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e- mail address provided by the Allottee, of his intention to terminate this Deed of Assignment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Deed of Assignment. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Deed of Assignment, provided further that upon termination of

this Deed of Assignment as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoters.

In case of such termination, the Stamp duty, registration charges and all taxes paid by the allottee shall not be refunded by the Promoters.

In the event of such termination the promoters shall be entitled to resell the said premise to such third person/party as the Promoters may deem fit, necessary and proper and recovery and appropriate to themselves the entire sales consideration and other amount that shall be received from such resale.

15. Both the Promoters and Allottee hereby agrees to in such case of termination no interest shall be paid on refund of the consideration by the Promoters to the Allottee.
16. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 only and Promoters have planned to utilize Floor Space Index of 1.5 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. In case the FSI is increased then that shall be utilize by the Promoters on Project land.

17. The Promoters shall give possession of the said Flat to the Allottee on or before_____. subject to force majeure and reasons beyond the control of the promoters. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-
- (i) War, terrorism, civil commotion or act of God ;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court. restraining the development of the said Plot.
 - (iii) Civil commotion, agitation by local persons, strike.
 - iv) Non availability of any vital building material including cement, steel, sand etc.
 - v) Any change in law, notification and regulation relating to the development of the said project
 - vi) And also the Promoters shall not be liable for any delay that shall be caused due to any delay on part of any concerned authority in granting the necessary permissions, sanctions NOC that shall be required by Promoters from time to time.
 - (vii) Circumstances beyond the control of the Promoters

18. PROCEDURE FOR TAKING POSSESSION :

The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Deed of Assignment shall offer in writing the possession of the Flat. The Promoters agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The

Promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

19. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat is ready for use and occupancy:

20. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID FLAT :**

Upon receiving a written intimation from the Promoters as per clause 16 the Allottee shall take possession of the Flat from the Promoters as prescribed in this Deed of Assignment, and the Promoters shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 16 such Allottee shall continue to be liable to pay maintenance charges as applicable.

21. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.
22. The Allottee along with other Allottees of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to

the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

23. The Promoters shall, as per rule cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
24. The Promoters shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.
25. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as

may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of such amount towards the outgoings which shall be determined by the Promoters. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

26. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-
- (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apex body.
 - (iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Water, Electric, and other utility and services connection charges.
 - (vi) Electrical receiving and Sub Station provided in Layout.
27. The Allottee shall pay to the Promoters amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

28. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

29. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this Deed of Assignment and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project

- iv. There are no litigations pending before any Court of law with respect to the project land or Project
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wings shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Deed of Assignment;
 - vii. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - viii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
30. The Allottee or himself with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows :

- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and

liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vi. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold

- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Deed of Assignment or part with the possession of the Flat until all the dues payable by the Allottee to the Promoters under this Deed of Assignment are fully paid up.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed of Assignment.
- x. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the

Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

31. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
32. Nothing contained in this Deed of Assignment is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.
33. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**
After the Promoters executes this Deed of Assignment he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

34. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agrees that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Deed of Assignment to the NMMC/CIDCO/MIDC and other concerned local authorities or to the State/Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Allottee to the Promoters in proportion of the area of the said Flat to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
35. The Allottee is further made aware that potable water supply is provided by the NMMC/CIDCO/MIDC and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
36. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actuals for Flat lying vacant and unsold Flat in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running

the lifts, car parking, non occupancy charges or any other charges.

37. Further the Promoters and the Allottee agrees that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.
38. The Allottee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters have agreed to and is/are executing this Deed of Assignment and Allottee hereby agrees to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoters entering in to this Deed of Assignment and/or any other present/future writings with the Allottee and/or arising there from
39. If the Allottee, before formation of the society desire/s to sell or transfer his interest in the said Flat or wishes to transfer or give the benefit of this Deed of Assignment to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoters on their behalf. In the event of the Promoters granting such consent, the Allottee shall be liable to and shall pay appropriate charges to the Promoters such

charges as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/ assignee/s of the Allottee shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee to be observed, performed and complied with. All the provisions of this Deed of Assignment shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

40. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.
41. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Allottee under the terms of this Deed of Assignment, have a first lien and charge on the said Flat agreed to be purchased by the Allottee hereunder.
42. Any delay or indulgence shown by the Promoters in enforcing the terms of Deed of Assignment or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoters or any breach or non compliance of any of the terms and conditions of this Deed of Assignment by the Allottee nor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.

43. BINDING EFFECT :

Forwarding this Deed of Assignment to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Deed of Assignment with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Deed of Assignment within 15 (Fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

44. ENTIRE DEED OF ASSIGNMENT :

This Deed of Assignment, along with its schedules and annexures, constitutes the entire Deed of Assignment between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case may be.

45. RIGHT TO AMEND :

This Deed of Assignment may only be amended through written consent of the Parties.

46. PROVISIONS OF THIS DEED OF ASSIGNMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

47. SEVERABILITY

If any provision of this Deed of Assignment shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed of Assignment shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed of Assignment and to the extent necessary to conform RERA to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed of Assignment shall remain valid and enforceable as applicable at the time of execution of this Deed of Assignment.

48. The Allottee and Promoters or their authorized signatory or power of attorney shall present this Deed of Assignment as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act

and the allottee and Promoters or their authorized signatory or power of attorney will attend such office and admit execution thereof.

49. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Deed of Assignment it is stipulated that the allottee has to make any payment in common with other allottee in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

50. **FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuates the provisions of this Deed of Assignment or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction

51. That all notices to be served on the Allottee and the Promoters as contemplated by this Deed of Assignment shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D

Name of Allottee : _____
(Allottee's Address): _____ -

Promoters Name: **M/S. PARTH WORLD LLP.,**

(Promoters Address): **A-2, Shruti Bldg., A. K. Vaidya Marg,
Near Yashodham School, Dindoshi,
Goregaon (E), Mumbai – 400 063.**

52. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottees.

53. STAMP DUTY AND REGISTRATION :

Any charges towards stamp duty and Registration of this Deed of Assignment shall be borne by the Allottee.

54. DISPUTE RESOLUTION :-

Any dispute or difference between the parties in relation to this Deed of Assignment and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the authority as per the provisions of RERA and the Rules and Regulations thereunder.

55. Any liability on the land/Plot or the FLAT/SHOP from any government/Semi government/quasi government/ authorities such as CIDCO, Registration Office, Metro Center etc. about any amount payable in regards to maveja as per land acquisition Act 1894 shall be to the liability of FLAT/SHOP owners. Now after execution of Agreement of Sale even after the society is formed and conveyance deed executed the builder shall not be liable for any amount in regard to above mentioned liability

56. **CAR PARKING**

Each flat have one car parking in form of open / stilt/ stack / basement and It is agreed by and between the parties that the Promoter shall only allot the stilt / basement /stack car parking but promoter shall not allot the open car parking of the said building and the promoter shall handover the open car parking to the Society/ Pvt. Ltd Company/ Condominium or Association as and when it is formed and it shall be Society's decision to distribute the car parking to its members as per RERA rule.

57 The Purchaser agreed to pay Rs_____ (Rs._____ only) against corpus fund, Society formation charges & MIDC Transfer charges. Rs. _____/- (Rs. _____ only) against 2years advance maintenance charges, before taking over possession of the flat.

First Schedule herein below Referred to Description of the
freehold/ leasehold land and all other details

SCHEDULE – I

All that piece or parcel of land known as Plot No. DIGHA-2, in
the Trans Thane Creek Industrial Area, within the Village Limits
of DIGHE and within the limits of Navi Mumbai Municipal
Corporation, Tal. Thane, Dist Thane containing by
measurements 3620 Sq.Mtrs and bounded as follows that is to
say:

- On or towards the North West By : Open Plot
- On or towards the South East By : Encroachment
- On or towards the North East By : Garden, Chawl
- On or towards the South West By : Road (R/W Meters)

Second Schedule herein below Referred to Here set out the
nature, extent and description of common areas and facilities.

SCHEDULE – II

=====

<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>
_____	_____	_____	DIGHA-2

=====

BUILDING :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Assignment at *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoters:

M/S. PARTH WORLD LLP.,
through its Partners

1) SHRI. DHARMENDRA M. PARIKH

2) SHRI. PARTH DHARMENDRA PARIKH

in the presence of

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee:

in the presence of

1.

2.

: 40 :

RECEIPT

Received of and From the withinnamed ALLOTTEE
_____, a sum of **Rs._____/- (Rupees**
_____ Only) being the advance
payment of Sale Price of FLAT being

=====

<u>FLAT NO.</u>	<u>WING</u>	<u>FLOOR</u>	<u>PLOT NO.</u>
_____	_____	_____	DIGHA-2

=====

BUILDING : "PARTH LAKEFRONT"

IN THE TRANS THANE CREEK INDUSTRIAL AREA

NODE : VILLAGE-DIGHE, NAVI MUMBAI,
TALUKA-THANE, DIST. THANE.

THE SAID FLAT AREA

"RERA CARPET AREA" IN SQ.MTRS. :

"ENCLOSED BALCONY CARPET AREA IN SQ.MTRS. :

"C.B CARPET AREA" IN SQ.MTRS. :

=====

"THE OTHER USABLE AREA" IN SQ. MTRS. :

WHICH FORMS THE TOTAL AREA OF THE SAID FLAT.

=====

BUILDING CONSISTS:GROUND + 23 FLOORS (WITH LIFT)

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WE SAY RECEIVED

RS._____/-

M/S. PARTH WORLD LLP.,
through its Partners
1) SHRI. DHARMENDRA M. PARIKH,
2) SHRI. PARTH DHARMENDRA PARIKH

PROMOTERS

Witnesses:

1)

2)

