



VIGHNAHARTA DEVELOPERS

BUILDERS AND DEVELOPERS



Office: 4, Sai Niwas, Plot No. 6, Sector - R-4, R & R Puspak Node Vadghar. Mob. 83695 42462

Date: 10-11-2022

Project Name: **NILESH PALACE**

Promoter Name: **M/S. VIGHNAHARTA DEVELOPERS**

In our submitted Draft Agreement of "**NILESH PALACE**" to be constructed on Land bearing **Plot No. 19, adm. 480 Sq. Mtrs. area**, situated in **Sector-R4 of Village: Pushpak Vadghar, Navi Mumbai, Taluka: Panvel, District: Raigad**, we covered all points mentioned in Standard Draft provided from the RERA (i.e. Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1)) EXPLANATORY NOTE) are included.

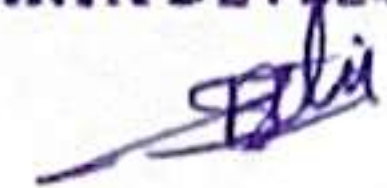
Apart from the points, Clause, Paragraph from Model Form of Agreement, we also add following points in Draft Agreement of **NILESH PALACE**:

12. The Promoters hereby declares that the Floor Space Index available in respect of the said Plot is 1.5 as per UDPCR rules & regulations. The Promoters has obtained the sanction from the Corporation for Residential & Commercial use. The Promoters have reserved their right to utilize such permissible FSI for commercial purposes, as they may deem fit and necessary. The Purchaser/s shall not be entitled to object for such commercial utilization by the Promoters in any manner whatsoever. The Promoters has represented to the Purchaser/s that no part of the said FSI has been used/utilized or will be utilized by the Promoters elsewhere for any purpose whatsoever save/except global FSI of the reserved plots or set back area of the said plot. In case while developing the said plot, if the Promoters has utilized FSI of any other Plot by way of floating F.S.I. then the Promoters shall disclose the particulars of such FSI to the said Co-op Society in which the Purchaser/s shall be admitted as the member thereof.

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33. The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
34. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.
35. The Promoters shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.
36. The Allottee(s) shall have no claim of save and except in respect of the particular Premises hereby agreed to be acquired i.e., to any open spaces etc. which will remain the property of the Promoters until the whole property is transferred to the proposed co-operative society, association or a limited company or any other legal body as the case may be subject however, to such conditions and covenants as the Promoters may impose.
37. If there is any increase in FSI (Floor Space Index) and/or any other benefits, then such benefits shall go to the Promoters. The Allottee(s) and/or the member(s) of the proposed co-operative society, association or limited company or legal body shall not raise any objections to the Promoters utilizing such increased FSI and/or using/appropriating such benefits.

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38. It is agreed that if one or more of such Flat/Shop are not taken/ purchased or occupied by any person other than the Promoters at the time the building is ready for part occupation(s), the Promoters will be deemed to be the Owners thereof until such Flats/Shops are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flats/Shops at his/her/their own cost in a good and tenantable repair and condition and shall not damage or do anything to the said building or the said Flats/Shops, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoters or the co-operative society, association or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.
39. So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the taxes, Cess, assessments etc. in respect of the co-operative society, association or limited company or a legal body as the case may be and the decision shall be final and binding upon the Allottee(s).
40. The Allottee(s) shall not let, sub-let, transfer or assign or part with possession of the said Flat/Shop without the consent in writing of the Promoters until all the dues payable by him/her/them to the Promoters under this Agreement are fully paid. The Allottee(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all papers and documents, applications and do all acts, deeds and things as the Promoters and/or the co-operative society, association or limited company and/or legal body as the case may require for safeguarding the interest of the Promoters and/or the other Allottee(s) in the said building.

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41. The Allottee(s) and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the Bye-laws, rules and regulations which the co-operative society, association or limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said Premises and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or other public bodies. The Allottee(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such co-operative society, association or limited company or legal body as the case may be regarding the occupation and use of the building and/or the said Premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

42. Subject to what is mentioned above, the Promoters will form a co-operative society, association or limited company or legal body after having sold all the Premises to the Allottee(s). All the Allottees shall extend their necessary co-operation in the formation of the co-operative society or association or the limited company. On the co-operative society or association or legal body being registered or limited company being incorporated, the rights of Allottees will be recognized by the said co-operative society or association or limited company or legal body and the rules and regulations framed by them shall be binding on the Allottee(s).

43. The Promoters' Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative

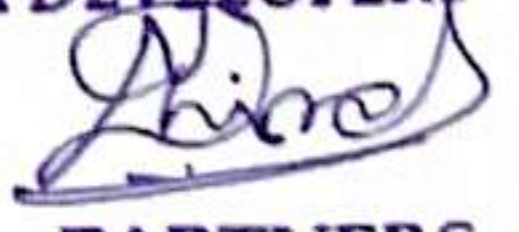
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society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His/her/their costs shall be borne and paid by the Allottee(s) proportionately.

44. In case of any security deposit or any other charges demanded by any Authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate charge in connection to the said building the same shall be payable by all the Allottee(s) in proportionate share and the Allottee(s) agree(s) to pay on demand to the Promoters his/her/their share of such deposits/charges.
45. If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the Corporation, Government and/or any other public authority in respect of the said Plot and/or building the same shall be the responsibility of the Allottee(s) of the said building and the same shall be borne and paid by all the Allottee(s) in proportionate share.
46. It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottees will not in any manner object to the Promoters selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
47. The Allottee(s) shall maintain at his/her/their own cost the said Flat/ Shop agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all the actions and violations of any of the conditions, rules or bye-

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Prati
PARTNERS

For VIGHNAHARTA DEVELOPERS

Shine
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