



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

laws and shall observe and perform all the terms and conditions contained in this Agreement.

48. This Agreement shall always be subject to the terms and conditions of Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

49. The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges, Cidco Transfer Charges, Cidco Development Charges, that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by the Corporation in favor of the co-operative society, association or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.

50. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease in respect of the said Plot and the building constructed/to be constructed thereon in favor of the co-operative society, association or limited company or other legal body or if such Deed of Lease has already been executed in favor of the Promoters and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoters in respect of the said Plot and the building constructed/to be constructed thereon in favor of such co-operative society, association or limited company or other legal body, then such

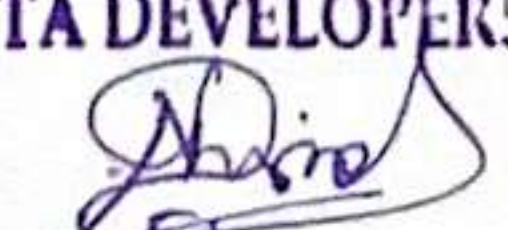
For VIGHNAHARTA DEVELOPERS


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premium amount shall be borne and paid by the Allottee(s) proportionately. In order to empower such co-operative society, association or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee(s) hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society, association or limited company or any other legal body his/her/their share of such premium and/or amount payable to the Corporation in proportion to the area of the Flat/Shop in the said building.

51. The Allottee(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good repair and condition and in particular so as to support, shelter and protect the parts of the building other than his/her/their own premises.

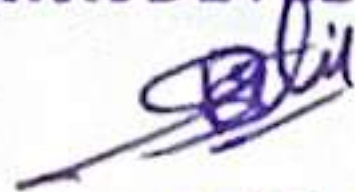
52. The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favor of the Allottee(s).

53. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Flats/Shops in the said building. The Promoters shall, however, pay the

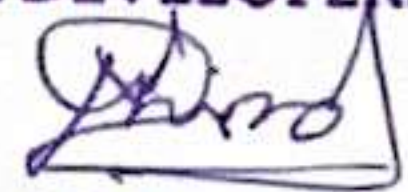
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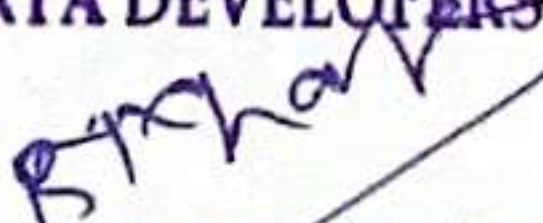


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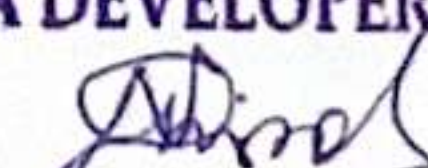
municipal tax/cess payable to the concerned authority in respect of such unsold Flats/Shops.

54. The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
55. The Allottee(s) undertake(s) to pay any increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority.
56. The Allottee(s) undertake(s) to pay any Deposits, Insurance, Tax, Charges, Levies, Penalties, Cess, GST etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges. The Allottee(s) further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.

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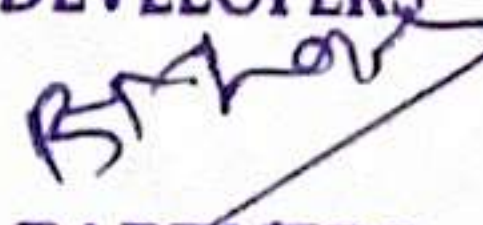
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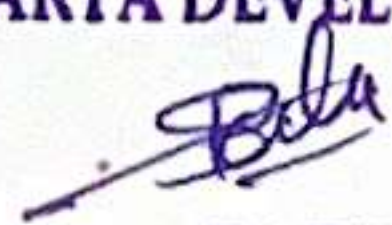
57. It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favor of the Allottee(s) in respect of the said Flat/Shop, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their rights, titles or interests in the premises, in the building and the said property which comes to the share of the Promoters. The Allottee(s) shall not interfere with the rights of the Promoters by any dispute raised or court injunction and/or under provision of any other applicable law. The Promoters shall always be entitled to sign the undertaking and indemnity on behalf of the Allottee(s) as required by any authority of revenue or central government or any other competent authorities under any law concerning construction of building for implementing their scheme for development of the said property.

58. The Allottee(s) and the persons to whom the said Flat/Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform the byelaws and/or the rules and regulations of the co-operative society, association or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the byelaws for the time being of the municipal council and/or public bodies. The Allottee(s) and persons to whom the said Flat/Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/Shop and the said property and shall pay and contribute regularly and punctually towards the rates, cess, taxes and/or expenses and all other outgoings.

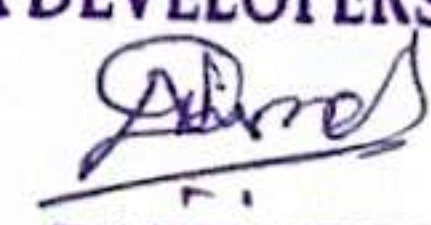
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59. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to have the name of the project "NILESH PALACE" and building will be denoted by letters or name "NILESH PALACE", building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.

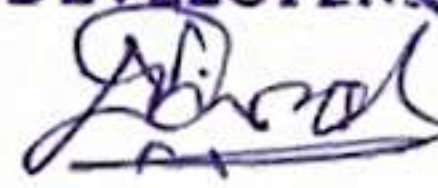
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