

**!!SHREE GAJANAN PRASANNA!!
AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is executed at DUDULGAON, PUNE on
this __ day of _____, 2023.**

BETWEEN

M/S. CLONE PROPERTIES LLP,
A Limited Liability Partnership
registered under the provisions of
The Limited Liability Act, 2008,
and having its Registered office at :-
C-403, Nano Spaces , Ravet, Pune – 412 101
PAN- AARFC8200D_____

Through its Authorized Partners –

- 1) MR. SRIKANT BHAUSAHEB JADHAV**
Age 37 years, Occup – Business
PAN AGAPJ9261A
UID- 223300320722
R/at – Ravet, Tal – Haveli, Dist – Pune
- 2) MR. BIPIN GANESHRAO SARODE**
Age 38 years, Occup – Business
PAN BWIPS5644F
UID 8375 9714 3731
R/at – MOSHI, Dist – Pune
- 3) MR. RAHUL SAMPAT JADHAV**
Age 40 years, Occup – Business
PAN AFYPJ9491F
UID-510304283433
R/at-BALWWADI, Dist-Pune
- 4) MR. PRASHANT BALKRISHNA SHEVKAR**
Age 31 years, Occup – Business
PAN - CGIPS0883H
UID-7176 126807826
R/at – Chinchwad, Pune – 411 033

Hereinafter called and referred to
as **"THE PROMOTER/DEVELOPER/S"**
(Which expression unless repugnant
to the context or meaning thereof
shall mean and include the present and future Partners,
who may continue/s as the Partner of the Firm
and person/s, who may be admitted
as the Partner of the Firm
on reconstitution of the Partnership firm and
on dissolution of the Partnership firm the right/s and
obligation/s under this Deed to
Partner/s allotted and their heirs, executors,
administrators, assigns etc.).

...OF THE FIRST PART

AND

1) MRS. _____
Age ___ years, Occup – _____
PAN _____
UID _____
E-mail id : _____
Mob. No. _____

2) MR. _____
Age ___ years, Occup – _____
PAN _____
UID _____
E-mail id : _____
Mob. No. _____

R/at – _____,
_____.

(Hereinafter called & referred to as
“THE ALLOTTEE/S / PURCHASER/S”
which expression shall unless it be repugnant
to the context or meaning thereof shall mean
& include himself/herself/themselves,
his/her/their heirs, executors,
administrators, etc.,)

.....OF THE SECOND PART

AND

**1) SMT. DHRUPADABAI BALU PAWAR
(@ DRAUPADABAI BALA PAWAR)**

Age Adult, Occup – Agriculture and Business

2) MR. SHANKAR BALA PAWAR,

Age Adult, Occup – Agriculture and Business

3) MR. SHANTARAM BALA PAWAR

Age Adult, Occup – Agriculture and Business

4) MR. KANTARAM BALA PAWAR

Age Adult, Occup – Agriculture and Business

5) MR. PANDIT MAHADU GHUNDRE

Age Adult, Occup – Agriculture and Business

6) MR. PRAKASH MAHADU GHUNDARE

Age Adult, Occup – Agriculture and Business

7) MRS. RANI PANDIT GHUNDRE

Age Adult, Occup – Agriculture and Business

8) MR. VIRAJ PANDIT GHUNDRE

Age Adult, Occup – Agriculture and Business

9) MRS. KOYANA PANDIT GHUNDRE

Age Adult, Occup – Agriculture and Business

10) MR. MANOJ PANDIT GHUNDRE

Age Adult, Occup – Agriculture and Business

All 1 to 10 herein above R/at –

At/post - Dudulgaon, Tal – Haveli, Dist - Pune.

All No. 1 to 10 hereinabove through their Power of Attorney Holder –

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Age 31 years, Occup – Business
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UID-7176 126807826
R/at – Chinchwad, Pune – 411 033

(Hereinafter called & referred to as
“THE OWNERS – CO-PROMOTERS”

which expression shall unless it be repugnant to the context or meaning thereof shall mean & include themselves, their respective heirs, executors, administrators, etc.,)

.....OF THE THIRD PART

AGREEMENT FOR	
STAMP DUTY PAID	

WHEREAS land bearing old Survey No. 23/4, admeasuring 03 H 30 R + Potkharaba admeasuring 00 H 06 R, totally admeasuring 03 H 36 R, of Village Dudulgaon, Tal – Haveli, Dist. Pune, was previously owned and possessed by one **Mr. Bhau Piraji Wahile** as his ancestral Property and his name was mutated in the Record of Rights thereof since 1970.

AND WHEREAS, Mr. Bhau Piraji Wahile died leaving behind him –

- a) Mrs. Dhrupadabai Balu Pawar - Married Daughter
- b) Mrs. Narmadabai Mahadu Ghundare - Married Daughter
- c) Smt. Housabai Bhau Wahile - Wife

- as his only legal heirs and accordingly vide M. E. No. 119, their names were recorded in the Record of Rights thereof.

AND WHEREAS Mrs. Narmadabai Mahadu Ghundare died on 16/05/1995, leaving behind her –

- a) Mr. Prakash Mahadu Ghundare - Son 1
- b) Mr. Pandit Mahadu Ghundre - Son 2;
- c) Mr. Balu Mahadu Ghundre - Son 3;
- d) Smt. Sindhubai Dattatray Sathe - Married Daughter;

- as her only legal heirs and accordingly vide M. E. No. 330, their names were recorded in the Record of Rights thereof.

AND WHEREAS Sindhutai Dattatray Sathe died on 05/09/1997, leaving behind her –

- a) Mrs. Seema Raju Garud - Married Daughter;
- b) Mr. Vishal Dattatray Sathe - Son;

- as her only legal heirs and accordingly vide M. E. No. 3087, their names were recorded in the Record of Rights thereof.

AND WHEREAS Mr. Pandit Mahadu Ghundre and others, filed a suit for Partition of the their ancestral properties including Gat No. 186, of Village Dudulgaon, Tal – Haveli, Dist – Pune, before the Hon’ble Civil Judge Pimpri Court, Pimpri, bearing Regular Civil Suit No. 92/2011, and as per the Compromise arrived between the Parties to the said Suit, vide Exh. 58, a land admeasuring 01 H 12.5 R + Pot Kharaba admeasuring 00 H 03 R, out of Gat No. 186, totally admeasuring 03 H 36 R, of Village Dudulgaon, Tal – Haveli, Dist – Pune, came to be allotted to the share of Smt. Dhrupadabai Balu Pawar. Accordingly, vide M. E. No. 3311, dtd. 27/05/2022, name of Smt. Dhrupadabai Balu Pawar came to be mutated in the Record of Rights thereof.

Land admeasuring 00 H 28 R :

AND WHEREAS Smt. Dhrupadabai Balu Pawar also got her properties divided / partitioned amongst her family members, by executing a Partition Deed dtd. 03/11/2022, executed by and between 1) Smt. Dhrupadabai Balu Pawar, 2) Mr. Shankar Bala Pawar, 3) Mr. Shantaram Bala Pawar, 4) Smt. Muktabai Nanabhau Gonte, 5) Mr. Kantaram Bala Pawar & 6) Mrs. Shalan Devram Katkar, which was registered in the office of Sub-Registrar Haveli No. 5, at Sr. No. 20461/2022. As per the Partition Deed dtd. 03/11/2022, land admeasuring 00 H 28 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune came to be allotted to the Share of Smt. Dhrupadabai Balu Pawar (@ Draupadabai Bala Pawar).

AND WHEREAS 1) Smt. Dhrupadabai Balu Pawar (@ Draupadabai Bala Pawar) 2) Mr. Shankar Bala Pawar, 3) Mr. Shantaram Bala Pawar & 4) Mr. Kantaram Bala Pawar granted, transferred and assigned the development rights of land admeasuring 00 H 28 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune unto and in favour of M/s. Clone Properties LLP, through its Partners – Mr. Srikant B. Jadhav and others i.e. **Party of the First Part – Promoter herein**, by executing a Development Agreement & Power of Attorney both dtd. 31/10/2022, which were registered on 03/11/2022 in the office of Sub-Registrar Haveli No. 5, at Sr. No. 20463/2022 & 20466/2022 respectively.

AND WHEREAS 1) Smt. Muktabai Nanabhau Gonate and 2) Mrs. Shalan Devram Katkar executed a Consent / Confirmation Deed dtd. 31/10/2022, unto and in joint favour of M/s. Clone Properties LLP through its Partner **Mr. Srikant Bhausaheb Jadhav & others i.e. Party of the First Part – Promoter**

herein, which was registered on 03/11/2022 in the office of Sub-Registrar Haveli No. 5, at Sr. No. 20467/2022, and thereby confirmed the Development rights of M/s. Clone Properties LLP in respect of land admeasuring 00 H 28 R.

Land admeasuring 00 H 11.95 R :

AND WHEREAS Mr. Pandit Mahadu Ghundre and others granted, transferred and assigned the development rights of land admeasuring 00 H 11.95 R, out of total land admeasuring 01 H 65.5 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune unto and in favour of **M/s. Clone Properties LLP, through its Partners – Mr. Srikant B. Jadhav and others i.e. Party of the First Part – Promoter herein**, by executing a Development Agreement & Power of Attorney both dtd. 23/12/2022, which were registered in the office of Sub-Registrar Haveli No. 14, at Sr. No. 15246/2022 & 15247/2022 respectively.

AND WHEREAS Mrs. Seema Rajendra Garud, Mr. Vishal Dattatray Sathe and Mr. Prakash Mahadu Ghundare released their undivided share in respect of land admeasuring 01 H 65.5 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune unto and in favour of Mr. Pandit Mahadu Ghundre, by executing without consideration Release Deed dtd. 23/12/2022, which were registered in the office of Sub-Registrar Haveli No. 14, at Sr. No. 15270/2022.

AND WHEREAS 1) Mrs. Seema Rajendra Garud @ Miss. Seema Dattatray Sathe and 2) Mr. Vishal Dattatray Sathe executed a Consent / Confirmation Deed dtd. 23/12/2022, unto and in joint favour of **M/s. Clone Properties LLP through its Partner Mr. Srikant Bhausaheb Jadhav & others i.e. Party of the First Part – Promoter herein**, which was registered in the office of Sub-Registrar Haveli No. 14, at Sr. No. 15251/2022, and thereby confirmed the aforesaid Development Agreement dtd. 23/12/2022, which was registered in the office of Sub-Registrar Haveli No. 14, at Sr. No. 15246/2022 and Development rights of M/s. Clone Properties LLP in respect of said land admeasuring 00 H 11.95 R.

SANCTION OF BUILDING PLANS :

AND WHEREAS M/s. Clone Properties LLP through its Partner Mr. Srikant Bhausaheb Jadhav & others i.e. Party of the First Part – Promoter herein, amalgamated the aforesaid Properties and prepared the Building Plans and got it sanctioned from the Pimpri Chinchwad Municipal Corporation under

the Building Commencement Certificate bearing No. BP/DUDULGAON/20/2023, dtd. 31/03/2023, and also got the N. A. Order bearing No. NA/SR/227/2022 Dte. 12/04/2024_____.

AND WHEREAS as per the Development Control Rules of PCMC, the Promoter has also intends to obtain / purchase Transferrable Development Rights (TDR) and intends to utilize the same on this project. At present the total FSI available (permissible) for construction is 4541.82 Sq. Mtrs. Built-up;

AND WHEREAS the promoter has proposed to construct on the project land a scheme comprising of ownership flats/Shops in the name of “**CLONE TIARA**” (hereinafter referred to as the “**said project**” consisting of buildings/ floors / units as table herein below –

Building	Constructi on Type	Number of Floor Proposed	Number of Floor Sanctioned	Number of Flats /Shop Proposed	Total number of Flats /Shop Sanctioned	Stage of Constr- uction
A	Residential + Commercial	Lower Parking + Ground Parking + 1 st Floor Parking + First to 14 Floor	Lower Parking + Ground Parking 1 st Floor Parking + First to 6 th Floor	Residential -112 And Commercial - 08	Residential – 48 And commerca 1 – 06	Under Construction
B	Residential	Lower Parking + Ground Parking + 1 st Floor Parking + First to 14 Floor	Nil	Residential Total- 90	Nil	Yet to be sanctioned.

Hereinafter referred to as “the said buildings” for the sake of brevity.

AND WHEREAS The Promoter herein has commenced the construction on the Project land (as mentioned in the **Schedule – I**) as per the sanctioned Building plans and Promoter has disclosed that, Promoter shall be including / amalgamating the adjoining properties, and additional / Ancillary FSI and / or TDR and will be getting the existing Lay-out Plan and Building plan revised and proposed Lay-Out Plan and Proposed Building Plans are also disclosed by

Promoter to the Purchaser herein and are also displayed on project site. The Allottee/Purchaser herein hereby specifically authorize the Promoter and hereby consent for Additions, Amalgamation and Alterations in the Sanctioned Plans, Layout Plans, Building Plans, Specifications and other necessary structural changes in respect of Project Land and proposed Building thereon.

AND WHEREAS Allottee / Purchaser herein has / have accorded his/her/their consent for the aforesaid Project expansion by revising the existing Lay-out Plans and Building Plans for the Addition / Expansion of Building Project and there is no necessity of separate Consent Letter to be issued by Purchaser.

AND WHEREAS the Promoter has entered into a Standard Agreement with an **Architect M/s. Shree Spaces, through its Partner – Mr. Shankar Nimbalkar**, registered with the Council of Architects and the said agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **PUNE, vide Registration No. _____**;

AND WHEREAS the Promoter has appointed a structural Engineer **M/s. RAJESH KUMAR CHUDHARI Consultant.** for the preparation of the structural designs and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and Structural Engineer till the completion of the said buildings;

AND WHEREAS by virtue of the Development Agreement and Power of Attorney as mentioned herein above the party of the First Part – Developer/Promoter herein has sole and exclusive right to sell the Apartments/Units in the said building/s to be constructed by the Promoter on the Project Land (as mentioned in the **Schedule – I**) and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects i.e. Architect M/s. Shree Spaces, through its Partner – Mr. Shankar Nimbalkar and also of Proposed Lay-out plans / and Proposed Building Plans and also of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder, and Allottee has fully satisfied himself/herself/themselves about the title and authority of the Promoter;

AND WHEREAS the authenticated copy of Certificate of Title issued by the Advocate of the Promoter, copies of Property Card Extract showing the nature of the title of the party of the third part – Owner/Co-Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and is marked as **Annexure C-1**.

AND WHEREAS the copies of the Proposed plans of the Layout as Proposed by the Promoter and according to which the construction of the Building and Open spaces are proposed to be provided for on the said Project have been annexed hereto and are marked as **Annexure C-2**.

AND WHEREAS the authenticated Copy of the Floor plan and specifications of the Apartment/Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority has been annexed and marked as **Annexure D**.

AND WHEREAS even though the Promoter has proposed the addition / Expansion of sanctioned Lay-out / Building Plan, the Proposed Project shall be developed and completed by the Promoter strictly in accordance with the sanctioned plans, layout plans and specifications as approved by the Competent Authority from time to time.

Also, even though the Promoter has proposed the Addition / Expansion of sanctioned Lay-out / Building Plan, there shall be no variations, alterations or modifications in the structural Specifications, locations etc. of Unit agreed to be purchased by the Purchaser / Allottee herein whereby the interest of the Allottee herein would be adversely affected.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) 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 Revised Lay-out Plan, Revised Building Commencement Certificate, 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 Promoter 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctioned / proposed plans.

AND WHEREAS the Allottee/s has/have applied to the Promoter for allotment of an **Apartment/Unit/Flat No.** _____, on _____ **FLOOR**, being constructed in the said Project i.e. in **CLONE TIARA**.

AND WHEREAS the carpet area of the said **Apartment/Unit/Flat** is _____ **Square Meters** and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

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 Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the Allottee/s are also aware that the promoter has entered or will enter into similar and / or different and / or separate agreements with several other intending allottee and / or allottees, persons and parties in respect of other units in the said building / project;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of ₹_____.00 paid as under –
.

<i>Sr. No.</i>	<i>Amount</i>	<i>Particulars</i>

- being part payment of the sale consideration of the Apartment/Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **PUNE**. **Copy of Certificate issued by MahaRERA bearing No.** _____ has been Annexed and marked as **Annexure E**.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being

in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS UNDER:

1. CONSTRUCTION IN ACCORDANCE WITH THE SANCTIONED PLAN:-

The Promoter shall construct the said building/s project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Allottee / Purchaser has given his consent hereby in respect of proposed variations or modifications. (Allottee / Purchaser herein has / have accorded his/her/their Consent for the Project Expansion by revising the existing Lay-out Plans and Building Plans for the Addition / Expansion of Building Project and there is no necessity of separate Consent Letter to be issued by Purchaser). Further, while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations which are to be observed and performed by the Promoter 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 buildings shall be granted by the concerned local authority. The Promoter shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the promoter shall obtain Building Completion Certificate or Occupancy Certificate of the said building from the concerned authority after completion of the construction of the said building/s / said project.

2. SALE OF APARTMENT & CONSIDERATION THEREOF :

- a. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the **Allottee/s Apartment / Flat / Unit i.e. –**

<i>Sr. No.</i>	<i>Particulars</i>	<i>Details</i>
<i>1.</i>	Project Name	<i>‘CLONE TIARA’</i>
<i>2.</i>	Building / Wing	
<i>3.</i>	Tenement/Apartment /Flat No.	
<i>4.</i>	Floor	
<i>5.</i>	Carpet Area	
<i>6.</i>	Enclosed Balcony	

7.	Open Balcony	
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-; (hereinafter referred to as “the Apartment/Flat”) as shown in the Floor plan thereof hereto annexed and marked ‘**Annexures D**’ for the total consideration of ₹_____.00, excluding the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule III** annexed herewith.

The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in **Schedule IV**.

The Promoter has granted exclusive right to Use One Open / Covered Car Parking Space to the Purchaser ex-gracia and without any Additional consideration.

b. The total aggregate consideration amount for the Apartment is ₹_____.

c. The Allottee/s has/have paid on or before execution of this agreement a sum of ₹_____ **paid as under –**

.

<i>Sr. No.</i>	<i>Amount</i>	<i>Particulars</i>

- as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of ₹_____.00 (**Rupees _____ only**) in the following manner :-

Sr. No.	Amount / Percentage of the Total Consideration	Event of Payment
1.	10%	Of the total consideration to be paid Before or at the time of of Registration of the Agreement;
2.	20%	Of the total consideration to be paid to the Promoter at the time of Excavation;
3.	15%	On or before the completion of Plinth;

4.	4%	of the total consideration to be paid to the Promoter before the completion of SECOND SLAB of the building or wing in which the said Apartment is located;
5.	4%	of the total consideration to be paid to the Promoter before completion of FOURTH SLAB of the building or wing in which the said Apartment is located;
6.	4%	of the total consideration to be paid to the Promoter before Completion of SIXTH SLAB of the building or wing in which the said Apartment is located;
7.	4%	of the total consideration to be paid to the Promoter before completion of EIGHTH SLAB of the building or wing in which the said Apartment is located;
8.	4%	of the total consideration to be paid to the Promoter before completion of TENTH SLAB of the building or wing in which the said Apartment is located;
9.	6%	of the total consideration to be paid to the Promoter before completion of TWELFTH SLAB of the building or wing in which the said Apartment is located;
10.	6%	of the total consideration to be paid to the Promoter before completion of TOP TERRACE SLAB of the building or wing in which the said Apartment is located;
11.	6%	of the total consideration to be paid to the Promoter before the completion of Walls, Internal Plaster of the said Unit;
12.	6%	of the total consideration to be paid to the Promoter before the completion of Flooring and Windows of the said Unit;
13.	6%	of the total consideration to be paid to the Promoter before the completion of Staircase, Lift Wells, External Plaster;
14.	2.5%	of the total consideration to be paid to the Promoter before the completion of Lift and other Equipment;

15.	2.5%	Balance Amount against and at the time of handing over of the possession of the Apartment to the Allottee.
The Promoter/Developer herein informed to the Purchaser/s that aforesaid payment has to be made by the purchaser/s by cheques/demand draft, issued / drawn in the name of “M/s. CLONE PROPERTIES LLP, A/C _____ BANK, _____ BRANCH, PUNE A/C. NO. _____ (IFSC CODE : _____); The allottee/s herein agree/s that the Promoter may merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment / Unit / Flat is also arrived on the assurance of the allottee/s to abide by the above payment schedule only and it will not be altered by the allottee/s. The allottee/s shall make all the payments to the Promoter by demand draft or by local cheques only. If the allottee/s make the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent of the said amount is credited by deducting the commission of the Bank. Payment of any installment/s if made in advance shall be adjusted to the installment/s as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the allottee/s or housing finance companies/banks, etc. 3. <u>TIME OF ESSENCE :</u> It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the allottee/s to pay the same on due dates, it shall be deemed that the allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the allottee shall be bound and liable to pay interest as specified under the Rules framed under the Act on all amounts which become due and payable by the allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said apartment and the allottee has agreed to pay the same before possession of the said apartment. 4. TERMINATION BY THE PROMOTER:		

- A) On the Allottee committing default in payment on the due date (Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter or as per Demand made by Promoter) or any other amount/s due and payable under this Agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate and rescind this Agreement.
- B) Provided always, the power of termination under this Agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. The Agreement shall stand terminated if the Allottee before the expiry of the notice period of 15 days fails to remedy the breache/s / Defaults. It is hereby made specifically clear that in the above event of termination, execution and registration of Deed of Cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said unit and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Unit and/or car parks in the manner it deems fit and proper.
- C) On the termination and cancellation of this Agreement in the manner as stated herein above -
- (i) Promoter shall be entitled to forfeit 10% of the consideration amount as and by way of agreed genuine pre-estimate of liquidated damages along with the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said unit up to the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the Promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.

- (ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, compensation and damages within 30 days from the date on which the said unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee. The Allottee shall have no lien, charge or any other right in and upon the said unit on termination.

D) The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with simple interest calculated at the rate equal to the Prescribed Interest Rate. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default.

5. TERMINATION BY THE ALLOTTEE :

If the Promoter fails to abide by the time schedule for handing over the said unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated herein) then the Allottee shall be entitled to either of the following:

- a) Request the Promoter in writing at the address provided by the Promoter, to pay Simple Interest calculated at the rate equal to the Prescribed Interest Rate on the amounts paid by the allottee for every month of delay till the handing over of the possession of the said unit to the Allottee;
- b) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allottee shall execute deed of cancellation in favor of Promoter and the Promoter shall endeavor to refund the amounts received from the Allottee. Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the Promoter out of agreed consideration for the said unit, (save and except amounts collected for the purpose of making payments towards Govt taxes, duties and fees) to the Allottee without any interest, compensation and damages within 30 days from the date on which the said unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee.
- c) The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said unit as per the terms of this Agreement.

6. TAXES AND ITS PAYMENT :

- 6.1.** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, LBT, Service Tax, 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 Promoter) up to the date of handing over the possession of the Apartment. It is agreed between the Promoter and the allottee that all such taxes / duties / charges / fees shall be paid by the allottee separately as and when demanded by the promoter within 07 days of such demand being in writing.

It is agreed by and between the Promoter and the allottee/s that in case of failure of the allottee/s to pay the Government dues as mentioned hereinabove, if the promoter is subjected to any penal interest by the concerned Government Authorities then the allottee shall be duty bound to reimburse the same to the Promoter. Further, the allottee agrees to pay to the Promoter, interest as specified in the Rules on the taxes and penalty, which become payable by the allottee to the promoter under the terms of this agreement from the date of the said amount is paid by the Promoter to the concerned Government Authorities. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation / losses / burden/ undergone / undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the Promoter against the amount payable by the allottee to the Promoter towards service tax / VAT / GST and or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc. relating to this transaction.

7. ESCALATIONS IN PRICE :

- 7.1.** 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter 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.

If at any time, after execution of this Agreement, the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial Authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. and put in force or shall be in force prospectively

or retrospectively any kind of levies, cost, taxes, cess etc., in respect of the said flat or the construction for execution of the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

- 7.2. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 7.3. The Promoter 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 gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 1(a) of this Agreement.
- 7.4. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

8. OBSERVANCE OF CONDITIONS IMPOSED BY LOCAL AUTHORITY :

- 8.1. The Promoter hereby agrees 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 8.2.** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause. 2 I herein above. ("Payment Plan").

9. FLOOR SPACE INDEX (FSI) :

- 9.1.** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4541.82 Square Meters only and Promoter has planned to utilize Floor Space Index of 23,500 Sq. Mtrs.

The promoter also intends to avail 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. And the purchaser shall not object for utilisation of the same and for revision of the plan for that purpose. The purchaser has granted his consent to the promoter for utilisation of TDR and revision of the plan.

The Promoter has disclosed the floor Space Index of 23,500 sq. mtrs. as proposed to be utilized by him at present on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI & TDR and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 9.2.** In case the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 9.3.** Without prejudice to the right of promoter to charge interest in terms of Clause 3 mentioned hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

- 9.4.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Schedule IV**, annexed hereto.

10. DATE OF POSSESSION AND EXTENSION THEREOF :

- 10.1.** The Promoter shall give possession of the Apartment to the Allottee on or before **30th NOVEMBER, 2025**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the **clause 5 a)** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- i)** War, Civil Commotion or act of God;
- ii)** Any notice, order, rule, notification of the Government and / or other Public or Competent Authority or any Decree / Order of any Court / tribunal / authority.

- 10.2. Procedure for taking possession** – The Promoter, upon obtaining the Occupancy Certificate / Part – Completion Certificate / Completion Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate / Part – Completion Certificate / Completion Certificate of the Project.
- 10.3.** The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 10.4. Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per **clause 10.1**, the Allottee shall take possession of the [Apartment/Flat/Unit/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in **clause 10.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 10.5.** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

11. USE OF THE APARTMENT :

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and the commercial shops / offices for carrying on any commercial activity or business. He shall use the garage or parking space (if allotted) only for purpose of keeping or

parking vehicle. The allottee/s shall not enclose the parking area allotted to him.

12. FORMATION OF CO-OP. HOUSING SOCIETY / APARTMENT CONDOMINIUM AND CONVEYANCE THEREOF:

- 12.1.** The Allottee along with other allottee(s) of Apartments 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 Promoter 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 bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter 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.
- 12.2.** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 12.3.** The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

13. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

- 13.1.** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely all taxes, cesses, non-agricultural assessment, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance to the respective authorities and/or to the Promoter or/and to the ad-hoc committee appointed by

the Promoters or authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore.

- 13.2. Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Apartment, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Apartment quantified at Rs. 4/- per square fts. per month to the Promoters and/or to the A d-hoc committee appointed by the Promoters or authorized committee of the Association or the said Society which is to be formed by the Promoters herein as stated hereinbefore.
- 13.3. The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.
- 13.4. But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.
- 13.5. The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance a sum of Rs. 4/- per square feet per month for a period of 1 years towards maintenance charges to usable area to the Promoters or the said society. The Promoters and/or the said society shall cause the maintenance as stated above for the said period utilizing the said amounts. In case, the maintenance is not handed over to the said society, then in such an event, the Purchaser/s undertake to pay such monthly maintenance charges as may be decided by the Promoters. No accounts thereof shall be furnished by the Promoters and/or the said society or to the Purchaser/s.
- 13.6. It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the said society such sums as may be determined by the said maintenance company having regards to inflation.
- 13.7. The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

- 13.8.** It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.
- 13.9.** In addition to aforesaid Maintenance charges, Allottee/Purchaser has agreed to pay to the Promoter one time amount towards the Sinking Fund @₹100/- per Sq. Fts. The Entire sinking fund collected from all the Allottees / Purchasers shall be handed over to the Society / Association of Apartment Holders as the case may be.
- 13.10.** That, Promoter has proposed to provide separate common Electricity Meter, common PCMC Water Connection, Overhead and Underground Water Tank for use of Commercial Units. The Commercial Unit Holders / Allottees / Purchasers shall be liable to pay and bear the proportionate Expenses and maintenance in respect to such separate common Electricity and Water Connection. The Commercial Unit Holders / Allottees / Purchasers shall also be liable to pay and bear the proportionate Expenses and maintenance in respect of Housekeeping charges for the common commercial area.

14. CONVEYANCE DEED

- 14.1.** The Promoter have also disclosed to the Purchaser/s that promoter shall form and register a co-op. housing society for the entire project or building wise societies and thereafter if required, the federation of the societies under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for all the tenement in the project. The Promoters shall convey the said land along with all the Buildings in the project and the common amenities and facilities to the said society on or before **28th, FEBRUARY, 2026** and subject to disposal of all tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.
- 14.2.** At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 Promoter, the Allottees' 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.

15. SPECIAL COVENANTS

- 15.1.** The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.
- 15.2.** The Promoters herein are providing amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, etc. (if Applicable) for the tenement holders in the project. The said plants and Equipment (if Provided) are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.
- 15.3.** The Purchaser/s shall offer his/her/their unconditional support for compliance as required by Local/State/Central Government including Semi-Governmental agencies and pollution control board and which includes operation of the rain water harvesting, bio compost plant (if any), etc. The Purchaser/s hereby gives his/her//their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities

such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

- 15.4.** The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoters and on a pre-appointed time and date only.
- 15.5.** The Purchaser/s shall not be entitled to carry out any modification or changes in the said premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.
- 15.6.** There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.
- 15.7.** The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.
- 15.8.** The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.
- 15.9.** If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

- 15.10.** The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 15.11.** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.
- 15.12.** Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- 15.13.** In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units, premises in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building

or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

15.14. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

15.15. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.

15.16. In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

15.17. On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title

of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- 16.1. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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;
- 16.2. The Promoter has 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;
- 16.3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 16.4. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- 16.5. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building/wing 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/wing shall be obtained by following due process of law and the Promoter has 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;
- 16.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 16.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- 16.8.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- 16.9.** At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- 16.10.** The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental Dues, Rates, Charges and Taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion of Building;
- 16.11.** 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- 17.1.** To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 17.2.** Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the

Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 17.3.** To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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.
- 17.4.** Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 17.5.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.6.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 17.7.** Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Apartment is situated.
- 17.8.** 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

17.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

17.10. 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 Apartments 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

17.11. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

17.12. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter 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.

18. NAME OF THE PROJECT AND BUILDING/S

18.1. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme '**CLONE TIARA**' and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

18.2. The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter

Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

19. MEASUREMENT OF THE AREA OF THE SAID PREMISES

19.1. It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises, terrace and utility area are stated.

19.2. "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials an shall include column(s) within or adjoining or attached to the wall.

19.3. At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

19.4. After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

20. BROACHERS/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided.

These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

21. TAX DEDUCTED AT SOURCE

21.1. If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

21.2. Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

21.3. The Promoter shall maintain a separate account in respect of sums received by the Promoter 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. However, the said amounts shall not be treated as deposits with the promoter and the promoter shall not be required to give details of expenses for the same.

22. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

22.1. It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in Schedule III written hereunder under head

Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

- 22.2.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter 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 hereinbefore mentioned.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment.

24. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) 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 Promoter, then the Promoter 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.

25. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement 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 apartment/plot/building, as the case may be.

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. SEVERABILITY

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

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Flat/Unit/Plot] to the total carpet area of all the [Apartments/Flats/Units/Plots] in the Project.

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **DUDULGAON, PUNE.**

32. STAMP DUTY & REGISTRATION

32.1. The Allottee and/or Promoter shall present this Agreement 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 Promoter will attend such office and admit execution thereof.

32.2. The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s

33. SERVICE OF NOTICE :

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee –

- 1)
- 2)

R/at –

Promoter ‘s name -

M/S. CLONE PROPERTIES LLP,
A Limited Liability Partnership
registered under the provisions of
The Limited Liability Act, 2008,
and having its Registered office at :-
403, Nano Spaces , Ravet, Pune – 412 101
PAN-AARFC8200D

Through its Partners

1) Through its Partners – MR. SRIKANT BHAUSAHEB JADHAV

Age 37 years, Occup – Business

PAN AGAPJ9261A

UID- 223300320722

R/at – Ravet, Tal – Haveli, Dist – Pune

2) MR. BIPIN GANESHRAO SARODE

Age 38 years, Occup – Business

PAN BWIPS5644F

UID 8375 9714 3731

R/at – MOSHI, Dist – Pune

3) MR. RAHUL SAMPAT JADHAV

Age 40 years, Occup – Business

PAN AFYPJ9491F

UID-510304283433

R/at-BALWWADI, Dist-Pune

4) MR. PRASHANT BALKRISHNA SHEVKAR

Age 31 years, Occup – Business

PAN - CGIPS0883H

UID-7176 126807826

R/at – Chinchwad, Pune – 411 033

Notified Email ID: srikant0301@icloud.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

35. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/s.

36. DISPUTE RESOLUTION:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, shall be referred to the jurisdiction of Real Estate Regulatory Authority at Pune /Competent Authority as provided under the Real Estate Act, 2016 / Maharashtra Ownership of Flats Act, 1963.

37. GOVERNING LAW : That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Civil Courts will have the jurisdiction for this Agreement

38. WAIVER : Any delay tolerated or indulgence shown or omission on the part of the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee by the promoter shall not be constructed as the waiver on the part of the promoter of any breach or non-compliance of any of the terms & conditions, by the allottee nor shall the same in any manner prejudice the rights of the promoter.

SCHEDULE – I
(Project Land)

A) All that piece and parcel of land admeasuring 00 H 28 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune and within the Registration District Pune, Sub-Registration Haveli, Tal – Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and same is bounded as under –

On or Towards **EAST** : By property of Mr. Pandit Ghundre and others out of Gat No. 186;

On or Towards **WEST** : By Road;

On or Towards **SOUTH** :By Road;

On or Towards **NORTH** : By property of Mr. Santosh Namdev Wahile out of Gat No. 185;

B) All that piece and parcel of land admeasuring 00 H 11.95 R, out of total land admeasuring 01 H 65.5 R, out of land bearing Gat No. 186, totally admeasuring 03 H 36 R, lying and situated at Village Dudulgaon., Tal – Haveli, Dist. Pune and within the Registration District Pune, Sub-Registration Haveli, Tal – Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and same is bounded as under–

On or Towards **EAST** : By property of Mr. Pandit Ghundre out of Gat No. 186;

On or Towards **WEST** : Property of Smt. Dhrupadabai Pawar out of Gat No. 196;

On or Towards **SOUTH** :By Road;

On or Towards **NORTH** : By property of Mr. Santosh Namdev Wahile out of Gat No. 185;

<u>SCHEDULE – II</u>		
Referred to above property the Building/s constructed/ to be constructed there upon and from it the tenement/s to be sold under the present agreement is as under:		
<i>Sr. No.</i>	<i>Particulars</i>	<i>Details</i>
<i>1.</i>	Project Name	<i>‘CLONE TIARA’</i>
<i>2.</i>	Building / Wing	
<i>3.</i>	Tenement/Apartment /Flat No.	
<i>4.</i>	Floor	
<i>5.</i>	Carpet Area	
<i>6.</i>	Enclosed Balcony	
<i>7.</i>	Open Balcony	
<i>8.</i>	Parking	Exclusive Right to Use One Open / Covered Car Parking Space allotted by Builder-Promoter on First Come First Serve Basis.

SCHEDULE III

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings;
2. The footings, RCC structures and main walls of the buildings
3. staircase columns and lift as with lift room in the building/s;
4. common sullage/drainage, water, electrical lines,
5. common ground water storage tank and overhead tank;
6. electrical meters, wiring connected to common lights, lifts, pumps, borewell;
7. top terrace

(b) LIMITED/RESTRICTED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units;
2. The parking areas under stilts/ podium/basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoter as per her discretion or retained by Promoter;
3. Other exclusive and limited common area and facilities as mentioned in the agreement;
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities;
5. land around building and open areas

<u>SCHEDULE IV</u> SPECIFICATIONS TO BE PROVIDED IN THE SAID FLAT	
<u>SPECIFICATIONS</u>	
STRUCTURE:	RCC frame structure of superior quality, designed for earthquake safety.
Brick work	External 6 inch Siforex or Light Weight Blocks, and Internal 4 inch Siforex. Internal Plaster Neeru / Gypsum Finish.
FLOORING	2’x2’Vitrified tile flooring for the entire flat Anti-skid ceramic tiles for terrace, balcony & bathrooms;
PAINTING	Internal OBD paint in entire flat. External all gaurd paint for the entire building.
DOORS	Decorative main door with both side laminates & quality fittings. Internal wooden flush door with wooden. Backside doors to bathroom & toilet. Granite frame for bathroom & toilet
WINDOWS:	Powder coated aluminum sliding windows with mosquito net, MS designer grills for safety and security, Granite window sill.
KITCHEN	Steel Grey Granite kitchen platform, stainless steel sink, Designer ceramic wall tiles above kitchen platform upto lintel level. Provision for water purifier.
BATHROOM/WC	Concealed plumbing with good quality C.P. Fittings. All sanitary fittings of high quality. Designer glazed dado tiles up to lintel level in Bath & WC 4 feet
ELECTRICAL	Concealed ISI Make copper wiring - POLYCAB, Adequate electrical points along with premium modular switches – ROMA/ANCHOR, specially TV, AC Point in Master-Bedroom.
RAILING	MS designer railing for attached terrace. (1 Mtrs. Height)
SPECIAL AMENITIES a) Entrance gate b) Rain Water Harvesting. c) Solar system for hot water d) Common Parking and Passage Light Back-up.	

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on the day, month and the years herein above written.			
Name of Party	Signature	Left Hand Thumb Impression	Photograph
SIGNED & DELIVERED BY THE WITHIN NAMED FIRST PART PROMOTERS M/S. CLONE PROPERTIES LLP, Through its Authorized Partners – 1) MR. SRIKANT B. JADHAV			
2) MR BIPIN GANESHRAO SARODE			
3) MR RAHUL SAMPAT JADHAV			

4) MR. PRASHANT BALKRISHNA SHEVKAR			
SIGNED & DELIVERED BY THE WITHIN NAMED SECOND PART ALLOTTEE/S 1)			
2)			
SIGNED & DELIVERED BY THE WITHIN NAMED FIRST PART PROMOTERS M/S. CLONE PROPERTIES LLP, Through its Authorized Partners – 1) MR. SRIKANT B. JADHAV			
2) MR BIPIN GANESHRAO SARODE			

3) MR RAHUL SAMPAT JADHAV			
4) MR.PRASHANT BALKRISHNA SHEVKAR			
In the presence of 1) Sign Name Address 2) Sign Name Address			