SHIV SHAKTI DEVELOPERS

Address : R-1, Mangeshi Sahara, Near Chhatri Bunglow, Kalyan (W) - 421301

Date:- 10-05-2024

To,

The Maharashtra Real Estate Regulatory Authority,

6th & 7th Floor, Housefin Bhavan,

Plot No. C - 21, E - Block, Bandra Kurla Complex,

Bandra (E), Mumbai 400051

Subject – Non Negotiable Clauses as mentioned in Agreement for Sale.

Sir,

We have mentioned Non Negotiable clauses at the following places in the draft for "Agreement for Sale" submitted for the project "**Krishna Arcade**"

Clause No	Page No.	Clause
6 – Force Majeure	13 & 14	*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/court.*
9.2-Land Conveyance	16	9.2 The Promoter shall, within three months of obtaining Occupancy Certificate of the last Society, as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the said First Owner and/or the Promoter in the said property on which the building are constructed.
9.1 – Structure Conveyance	16	9.1 The Promoter shall, within three months of obtaining Occupancy Certificate of the Society or Association, as aforesaid, cause to be transferred to the society or all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Flat/Shops is situated.
9.3- Formation of Association of Allottees	*16*	*9.3 The Association of allottee shall be formed within 3 months from the date of 51% of the flats in project are booked by allottees.*
7.4 – Defect Liability Period	15	*7.4 If within a period of five years from the date of handing over the Flat/Shops to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Shops or the building in which the Flat/Shops 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 its 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.*

SHIV SHAKTI DEVELOPERS

Address : R-1, Mangeshi Sahara, Near Chhatri Bunglow, Kalyan (W) - 421301

1 (g)– Variation Clause	10 & 11	*1(g) 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 ninety days from the date of demand by the Alottee. 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.*
4.2 – Termination Clause	12 & 13	*4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, 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 installments, 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. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to ____% of the total consideration payable hereunder as liquidated damages, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Flat/Shops which may till then have been paid by the Allottee to the Promoter. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and to sell the said Flat/Shops to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.*

For M/S. Shiv Shakti Developers

For Shivshakti Developers

Partner

For Shivshakti Developers

Partner

Partner