Shirodkar GROUP

Mehta & Shirodkar Developers

Date:- 08/11/2023

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 "Ganesh Dham".

Clause No	Page No.	Clause
10.1 – Force Majeure	9	*Provided that the DEVELOPER 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 -* *a. war, civil commotion or act of God ;* *b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.*
Formation of Association of Allottees	Not Applicable	Society is already formed. It is added as Landowner Promoter in the Application.
Land Conveyance	Not Applicable	Society is already formed. It is added as Landowner Promoter in the Application. Land is already conveyed in the nameof the Society
13 - Defect Liability Period	13	*It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the DEVELOPERS as per the agreement for sale is brought to the notice of the DEVELOPERS within a period of 5 (five) years by the PURCHASER/S from the date of handing over possession, it shall be the duty of the DEVELOPERS to rectify such defects without further charge, within 60 days, and in the event of DEVELOPERS's failure to rectify such defects within such time, the PURCHASER/S shall be entitled to receive appropriate compensation in the manner as provided under the Act.*
23 Variation Clause	21	*The DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/S after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by PURCHASER/S within forty-five days with*

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		annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the PURCHASER/S. If there is any increase in the carpet area allotted to PURCHASER/S, the DEVELOPER shall demand additional amount from the PURCHASER/S 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 this Agreement.
12.1 Termination Clause	11	*Without prejudice to the right of DEVELOPERS to charge interest in terms of clause 5 above, on the PURCHASER/S committing default in payment on due date of any amount due and payable by the PURCHASER/S to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S committing three defaults of payment of instalments, the DEVELOPER shall at his own option, may terminate this Agreement:* *Provided that, DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/S, by Registered Post AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, 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 PURCHASER/S fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, DEVELOPER shall be entitled to terminate this Agreement.* *Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER shall refund to the PURCHASER/S after adjusting* *(a) 20% of the Agreement Value as cancellation charges* *(b) Taxes/Statutory Fees paid* *(c) Brokerage paid if any* *(d) Interest on delayed payment by allottee, if any.* *within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the PURCHASER/S to the DEVELOPER.*

M/S. Mehta & Shirodkar Developers

ROHAN MANOHAR SHIRODKAR

Digitally signed by ROHAN MANOHAR SHIRODKAR
Date: 2023.11.09 15:29:50 +05'30'

Promoter