

NAMINATH ERECTOR & DEVELOPERS LLP.

DEVIATIONS/MODIFICATIONS IN THE PROFORMA OF THE AGREEMENT FOR SALE AS PROPOSED BY THE PROMOTER AND THE MODEL FORM OF AGREEMENT AT ANNEXURE "A" OF RULE 10 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) RULES, 2017 ARE MENTIONED HEREUNDER:

Date: 29.08.2022

Sr. No.	Deviations in the Allotment Letter as proposed by the Promoter	Clauses under the Allotment Letter as proposed by the Promoter
1.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 35% of the total consideration) plus all taxes including GST and/or any and all other taxes, on completion of Basement Parking, Footing & Piling of the building or wing in which the said flat is located	4(b)
2.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 50% of the total consideration) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Plinth Work of the building or wing in which the said Flat is located.	4(c)
3.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 53% of the total consideration) plus all taxes including GST, and/or any and all other taxes,	4(d)

	to be paid to the Promoter on completion of the Slab 1 of the building or wing in which the said Flat is located.	
4.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 55% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 3 of the building or wing in which the said Flat is located	4(e)
5.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 57% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 5 including podium & stilts of the building or wing in which the said Flat is located	4(f)
6.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 59% of the total consideration) plus all taxes including GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 7 of the building or wing in which the said Flat is located	4(g)
7.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 61% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter No. 1 on completion of the Slab 9 of the building or wing in which the said Flat is located	4(h)
8.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 63% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 11 of the building or wing in which the said Flat is located.	4(i)
9.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 65% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 13 of the building or wing in which the said Flat is located.	4(j)

10.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 67% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 15 of the building or wing in which the said Flat is located	4(k)
11.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 69% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 17 of the building or wing in which the said Flat is located	4(l)
12.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 71% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 19 of the building or wing in which the said Flat is located	4(m)
13.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 73% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 21 of the building or wing in which the said Flat is located	4(n)
14.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 23 of the building or wing in which the said Flat is located	4(o)
15.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Brick Work / Internal Plaster / Flooring / doors and Windows, of the said Flat	4(p)
16.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Sanitary	4(q)

	Fittings / Staircases / Lift Wells / Lobbies, up to the floor level of the said Flat	
17.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 90% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the External Plaster / External Plumbing and, Water Proofing, of the building or wing in which the said Flat is located	4(r)
18.	Amount of Rs. _____/- (Rupees _____ only) (not exceeding 97% of the total consideration) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Lift Completion/Electrical Fittings, of the building or wing in which the said Flat is located	4(s)
19.	Balance Amount of Rs. _____/- (Rupees _____ only) plus all taxes including GST and/or any and all other taxes, against and at the time of handing over of the Possession of the Flat to the Allottee/s on or after receipt of occupancy certificate or completion certificate	4(t)
20.	<u>Termination</u> a. If the Allottee/s commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;	7(a)
21.	b. If the Allottee/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, L.O.I, I.O.A. and C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits, etc.;	7(b)

22.	c. If the representation, declarations and/or warranties etc. made by the Allottee/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;	7(c)
	d. If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;	7(d)
	e. If the Allottee/s is/are convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;	7(e)
	f. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.	7(f)
	g. If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them.	7(g)
	h. an event of force majeure has occurred	7(h)

This deviation is drafted keeping in mind the model form of Agreement.

The recitals and clauses are added, altered, deleted and or modified and adapted keeping regard to the facts and circumstances of the project. We have changed the sequences or hierarchy of clauses for better clarity and understanding and to have continuity of the flow of events and terms and conditions of the Agreement. We have done commercial modifications as well as revised the time, period, stages and mode of payments / compliance etc as more particularly stated in the draft agreement. The matter and substance mentioned in clauses of the model format, which are in accordance with the statute and mandatory according to the provisions of the Act are as far as possible retained in the Agreement to be executed between the Promoter and Allottee. However, it is clarified that in case if any clause in the agreement is found contrary to or

inconsistent with any provisions of the Act, Rules and Regulations the Provisions of the Act, Rules and Regulations shall prevail.



Name : Jitendra A Haria

For NAMINATH ERECTOR & DEVELOPERS LLP

Signature :

(of the Promoter/Authorized
Signatory of

Partner

M/s Naminath Erector and
Developers LLP)