

To,
Maharera Authority,
Bandra East, Mumbai.

Subject – Deviation with respect to Model Copy of Agreement for our Project named “Sea Green”

This is to inform the authority that I, **Dinesh Ghewarchand Jain**, Designated Partner of Sierra Infraproject LLP having our registered office at S.H. 102/103, Building 2, Shree Raj Enclave Chs Ltd., Near Seven Square Academy, Mira Road (E), Thane – 401 107 would like to inform that we are getting our project named “**Sea Green**” registered under Maharera and to the best of our knowledge and belief the clauses in draft agreement of sale are in line with the Basic Structure, Clauses and Non-Negotiable Clauses in Model Agreement of Sale.

The details of Deviations are mentioned in the deviation sheet attached herewith and also highlighted in draft agreement of Sale.

The agreement of sale will be executed as per terms agreed between us and allottees within the basic structure and format as per Draft Agreement of Sale and as prescribed under MAHARERA rules.

We hereby declare that above undertaking is true & correct.

For Sierra Infraproject LLP

For SIERRA INFRAPROJECT LLP



Partner

Dinesh G. Jain

Designated Partner

DPIN: 00764332

Place: Thane



Date: 26/11/2024

1. Following clause is mentioned in Model Agreement of Sale

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of 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 Mira Bhayander Municipal Corporation and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option may terminate this agreement. Provided that the Promoter shall give notice of fifteen days in writing to the Allottee by registered Post A.D. at the address provided by the Allottee of his intention to terminate this agreement and of the specified 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, the Promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidate damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter.

The above clause is modified as follows in Draft Agreement of Sale – Page No

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4. If the Allottee makes delay in making the payment of the said flat then in that case 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of 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 Mira Bhayander Municipal Corporation and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option may terminate this agreement. Provided that the Promoter shall give notice of fifteen days in writing to the Allottee by registered Post A.D. at the address provided by the Allottee of his intention to terminate this agreement and of the specified 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, the Promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidate damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Allottee to the Promoter.

2. Following clause is mentioned in Model Agreement of Sale

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the stilt or parking space only for purpose of keeping or parking vehicle.



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The above clause is modified as follows in Draft Agreement of Sale – Page No

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The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of residence only. He/she shall use the stilt or parking space only for purpose of keeping or parking vehicle. The Allottee shall not convert the Architectural Projections shown on plan for any habitable purposes and/or any other purposes.