

MANTRA RESIDENCES MUNDHWA PRIVATE LIMITED

Date:09/01/2023

To,
MAHARERA,
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E- Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051.

Sub:- Deviation Report in respect to Model draft and Agreement to Sale Project
Mirari , at S. No. 93/13 (CTS No.1129/13 & others , Village -Mundhwa Tal. Haveli,
Dist. Pune.

Sir,

The Deviation Report in respect to deviation of Agreement to Sale from Model draft
and is as under:-

Sr. No.	Clause wherein the deviation are made	Deviation From Model Agreement			
1	Page No.4	Current Potential of the Building		Future Potential of the Building	
		Floor	FSI	Floor	FSI
		Name of the Building		Phase	
		A, B & AB Commercial		Phase I	
		C & D		Phase II	
		E1 E		Phase III	
2	Page No.7-8	The Promoter hereby agrees to allot one covered parking No _____ to the Allottee (without Monetary Consideration) being constructed in the layout			
		Sr.No	Milestone	0%	Amount

**ADD:- "Mantra Residences Mundhwa Private Limited", T4/T5, Metropole
Condominium, Next to Inox Multiplex, Bund Garden Road, Camp, Pune - 411001.
Ph.no. 020-66081721/722, M.no. 9326628806**

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		<table> <tr> <td>1</td><td>On or before Signing of Agreement</td><td>10%</td><td></td></tr> <tr> <td>2</td><td>Immediately after registration of Agreement</td><td>20%</td><td></td></tr> <tr> <td>3</td><td>On Completion of Raft slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>4</td><td>On Completion of 1st Slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>5</td><td>On Completion of 5th Slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>6</td><td>On Completion of 9th Slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>7</td><td>On Completion of 13th Slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>8</td><td>On Completion of 17th Slab of the Bldg</td><td>10%</td><td></td></tr> <tr> <td>9</td><td>On Completion of flooring work of the unit</td><td>5%</td><td></td></tr> <tr> <td>10</td><td>At the time of Handing over of the possession of the Unit to the Allottee on or after receipt of OC/CC.</td><td>5%</td><td></td></tr> <tr> <td></td><td>Total</td><td></td><td></td></tr> </table>	1	On or before Signing of Agreement	10%		2	Immediately after registration of Agreement	20%		3	On Completion of Raft slab of the Bldg	10%		4	On Completion of 1st Slab of the Bldg	10%		5	On Completion of 5th Slab of the Bldg	10%		6	On Completion of 9th Slab of the Bldg	10%		7	On Completion of 13th Slab of the Bldg	10%		8	On Completion of 17th Slab of the Bldg	10%		9	On Completion of flooring work of the unit	5%		10	At the time of Handing over of the possession of the Unit to the Allottee on or after receipt of OC/CC.	5%			Total			
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3	Page No.9	The Allottee/s shall pay the aforesaid due amount of consideration within 7 days from the receipt of demand intimation. Payment is the essence of contract.																																													
5	Page No.11 -12	Intimation for possession The Allottee/s hereby assures that they shall take possession of the said Apartment within 15 days upon receiving informed by email or written notice regarding readiness of the said Apartment for occupation. The possession will be given only after clearing Total cost of Said Apartment, Other Charges, Extra Work Charges, if any, Interest on due amounts, delayed and unpaid instalments, etc. The Allottee/s shall obtain the Possession Letter from the Promoter otherwise without the Possession Letter; Possession of the Said Apartment will be treated as illegal. After the possession of the Said Apartment/building handed over, if any kind of extra work required to be carried out, then same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same. If the Allottee/s fails to take the possession of the said Apartment within such period then the Allottee/s shall in addition to below mentioned, pay to the Promoter holding charges at the rate of Rs. 110/- (Rupees One Hundred & Ten only) per month per square meter of																																													

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		<p>the total area of the Said Apartment ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of said delay the Said Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.</p>	
6	Page No.13 -17	<p>The Allottee further agrees that the Allottee shall pay to the Promoter Provisional Maintenance Charges of Rs. ____/- This maintenance amount shall be deposited before handing over of possession of the Said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The maintenance period shall be deemed to be started from the date of completion certificate. Further, the Allottee/s hereby agrees that the Promoter shall not charge any facilitation charges for maintenance for Six Months from the date of completion certificate of respective building.</p> <p>However, if the Co-operative Society does not execute the conveyance deed within this Six months, then the Allottee/s agrees to pay 10% facilitation and administrative charges to the Promoter No. from the seventh month onwards which shall be deducted in advance from the maintenance deposit. Maintenance of all the common areas, services and facilities shall be a primary responsibility of the Co-operative Society and the Promoter shall not be liable to maintain the same, if the said provisional maintenance amount is exhausted and/or members of the said Co-operative Society has not paid 10% facilitation and administrative charges to the Promoter.</p> <p>----- (Signature of Allottee/s) (Allottee/s hereby agrees to pay the maintenance amount and facilitation charges as above)</p> <p>The above mentioned maintenance charges shall include, but not be restricted to following items for which it is to be utilized:-</p> <ol style="list-style-type: none">Housekeeping and cleanliness;Maintenance contracts of Lifts, Generators, Sewage Treatment Plant (STP), Pumping System, Water Pumps, CCTV Cameras, Organic Waste Converter (OWC), Tank Cleanings, Fire Fighting	

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		<p>Equipment's, PV Solar System and Intercom (whatever of the said are installed or provided);</p> <p>iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottees in the concerned building);</p> <p>iv. Common electricity bills for common area of buildings and common areas of the society/apartment/condominium or Association or Limited Company;</p> <p>v. Security charges;</p> <p>vi. Gardening charges;</p> <p>vii. Expenses of water as may be required to be purchased from private sources and all other related expenses;</p> <p>viii. Running expenses for Clubhouse, (Gym) and Play Grounds and Equipment's thereof;</p> <p>ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses;</p> <p>x. Non-Agricultural taxes, if any applicable and any other similar taxes;</p> <p>xi. Pest Control Expenses;</p> <p>xii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points;</p> <p>xiii. Elevator repairs & maintenance contracts along with lift inspection charges;</p> <p>xiv. Firefighting Certification;</p> <p>xv. Operational and electricity charges for the sewage treatment plant for the society/apartment/condominium or Association or Limited Company;</p> <p>xvi. Environment Clearance Fees;</p> <p>xvii. Property Tax for Club House;</p> <p>viii. Repairs of the building for leakages, seepage to the property or any part thereof;</p> <p>viii. Wear and Tear Charges.</p> <p>ix. all kinds of audits</p>	
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	<p>It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the society/apartment/condominium or Association or Limited Company either individually or through any appointed agency shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the Promoter from the same, if not paid by the allottees:-</p> <ol style="list-style-type: none">Society/apartment/condominium or Association or Limited Company and managing committee administration;Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire, etc. and any other such expenses;Property Taxes of individual / Apartments and common amenities, etc.Any other taxes, levies, cess, etc. of the property;Any other statutory charges. <p>The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the society/apartment/condominium or Association or Limited Company and till the funds available from allottees.</p> <p>The amount of the maintenance of area of land under the said Building, common areas etc. is to be borne by the Allottee.</p> <p>The Allottees have been informed that certain services such as STP, Solar System, and Club House are common to the entire layout and, therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.</p> <p>The Allottee has understood the entire Scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack</p>	
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	<p>of or non-payment by the Allottees.</p> <p>It is also understood that this shall not preclude such society/apartment/condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.</p> <p>Such society/apartment/condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees without prejudice to the other rights and powers of the Promoter/Society/Apartment/Condominium or Association or Limited Company.</p> <p>Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society/apartment/condominium or Association or Limited Company of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society/apartment/condominium or Association or Limited Company and/or federal/apex body as the case may be.</p> <p>The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society/apartment/condominium or Association or Limited Company or PMC (Project Management Consultancy) on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this Agreement entitling the Promoter to terminate this Agreement without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with</p>	
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	<p>interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.</p> <p>That to avoid any doubts, it is agreed and understood by the Purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions and, if for any reason in future, on the account of exhausting of the said maintenance charges/funds and/or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Purchasers agrees that he/she/they shall be bound to contribute and pay to the Promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the Promoter and or the agency carrying out the maintenance. It is further agreed upon that the Purchasers formed body, etc. shall reimburse to the Promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the Promoters herein.</p> <p>The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.</p> <p>Correspondingly, the Purchaser/s covenants that they shall exercise their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/apartment/condominium or Association or Limited Company) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the society/apartment/condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any Purchaser who has purchased covered parking will not park</p>	
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	<p>proportion as may be required.</p> <p>The Promoter shall be liable to pay only the statutory taxes, at actual, in respect of the unsold Apartments and the token sum of Rs.100/-(Rs. One Hundred Rupees Only) per month towards out goings in respect of the unsold Apartments/Units after registration of conveyance only. In case the Deed of Conveyance is executed in favour of the Co-operative Society, the disposal by the Promoter of all the Units/Apartments and other premises in the said building/s, then and in such case the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the person of the choice and at the discretion of the Promoter (the realizations belonging to the Promoter alone) the Co-operative Society shall admit as members of the Allottee/s of such Apartment without charging any premiums or any other extra payment of whatsoever nature. The Promoter and Land Owner/Co Promoter shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units/Apartments other than the token sum of Rs. 100/- per month as mentioned above and also the Allottee/s of such Apartment shall be liable to pay maintenance from the date of allotment and delivery of possession. After the formation of the Co-operative Society of Allottee/s all the permissions in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Promoter which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society and its own expense. The said Co-operative Society of the said project shall maintain the above mentioned common facilities at their own costs.</p> <p>The Allottee/s is fully aware that since the Promoter has paid all development charges, premiums and Government taxes, the</p>	
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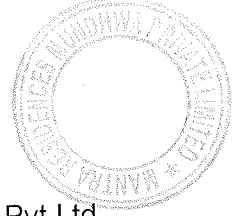
As a result, it is requested that the deviation be allowed to be incorporated as a standard clause into the agreement to sale.

Thanks.

Pune

Date:09/01/2023

Yours Truly,



Mantra Residence Mundhwa Pvt Ltd

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