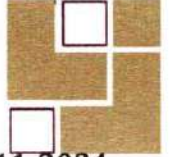


# LJR CONSTRUCTIONS LLP

PROMOTERS & BUILDERS

Date: 20-11-2024



## DEVIATION REPORT

(With Respect To Model Copy of Agreement)

To,  
Maha RERA

- a) **Name of the Promoter/organization:** M/s. LJR Constructions LLP. having its office at 893/6, 2<sup>nd</sup> Floor, Lohia Jain House, Bhandarkar Road, Deccan Gymkhana, Pune-411004.
- b) **Name of project with CS/CTS/survey no:** "Pratham Vihar" Phase I , being developed Plot Nos. 1, having net plot area admeasuring about 16,105.48 sq. mtrs from out of a layout laid on Survey No. 132/2+3 and Survey No. 133/3 situate at Village Dhayari, Taluka Haveli, District Pune. (Subject Land).
- c) There are following deviations in the Draft Agreement of said Real Estate Project named and styled as "Pratham Vihar" Phase I being developed by M/s. LJR Constructions LLP on the Subject Land.

Sr. No.	Particular Point	Deviated Clauses and Additional Clauses with respect to Model Agreement for Sale in Full
1)	Additional Point No. 1 and 2 added and Highlighted on Page No. 18	<ol style="list-style-type: none"><li>1. The Developer has made full and true disclosure of the title of the said land mentioned in Schedule I hereunder written as well as the encumbrances, if any, known to the Developer. The Developer has also disclosed to The Allottee/s nature of the right, title and interest and right to construct and sell various units in various building/s on the said land of land of the Developer.</li><li>2. The Allottee/s herein after shall not be entitled to challenge or question the title of the Developer and the right of the Developer to enter into this Agreement. The Developer is to construct the said building/s consisting of parking under stilts and upper floors on the said land of land more particularly described in Schedule I hereunder written in accordance with the plans, design, specifications approved by the concerned local authority</li></ol>

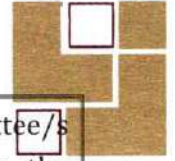


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LOHIA JAIN HOUSE, 893/6, Bhandarkar Road, Deccan Gymkhana, Pune - 411 004.

Tel : +91 - 20 - 25651115 / 6 Mob. : +91 9503140099 E-Mail : info@lohiajaingroup.com / sales@lohiajaingroup.com

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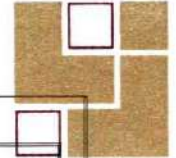


		<p>and which have been approved by the Allottee/s with only such variations and modifications as the Developer considered necessary or as required by the concerned local authority/ government to be made in them or any of them. The Developer herein further states that the images of elevation, floor plans colours, etc., shown in the project brochure are artistic rendition and the same may vary with respect to the actual details provided. The specifications written in this agreement vide Annexure 'D' shall supersede those written anywhere else.</p>
2)	Numbering of the clauses of Model Agreement is modified as per requirement.	
3)	Additional Clause added and highlighted on page 20 below clause No. 4.3 to 4.5	<p>However, in addition to the said consideration, the Allottee/s herein has agreed to pay amount of Goods and Service Tax (GST) at the applicable rates.</p> <p>4.4 The general arrangement for the parking area if shown in the annexed plan is accepted by Allottee/s. Vehicle parking spaces not under building line may be allotted to intending Allottee/s as restricted right of user without additional consideration and the Allottee/s hereby grants his/ her consent for such allotments.</p> <p>4.5 The Allottee/s further agree/s that The Allottee/s will not challenge any allotment of any parking space made by the Developer to any other Allottee/s;</p>
4)	Modified Payment Schedule mentioned at point no 4.6 and 4.7 Changed and Highlighted. Page	<p>4.6 The Allottee/s has/have on or before the execution of these presents paid an amount of Rs. -----/- ( Rs. -- ----- only) as advance payment or application fee to the Developer herein as follows :-</p>





# LJR CONSTRUCTIONS LLP



No. 20 and 21

## PROMOTERS & BUILDERS

No.	Amount	Particulars
1)	----- /-	Transferred by NEFT Procedure bearing its UTR. No. ----- --, dated -----, through Allottee's Banking Account with ----- ----- Bank, Pune and the same is deposited into the Banking Account of the Developer herein.
2)	----- /-	Transferred by NEFT Procedure bearing its UTR. No. ----- --, dated -----, through Allottee's Banking Account with ----- ----- Bank, Pune and the same is deposited into the Banking Account of the Developer herein.
Total	----- /-	( Rs. ----- ----- only)

The receipt of which part consideration, the Developer herein does hereby own, admit and acknowledge and of and from the same and every part thereof does hereby acquit, discharge and release The Allottee/s herein FOREVER.

4.7 The balance consideration of Rs. -----/- ( Rs. ----- only) for the said Said Unit has been customized on request of The Allottee/s and as mutually agreed by both the parties hereto, shall be as under :-

No.	Amount	Particulars
1)	----- /-	(about 10% of the total consideration) to be paid to the Developer for Advance towards Flat Booking.
2)	----- /-	(about 10% of the total consideration) to be paid to the Developer within 30 days from the date of the Execution of these presents.
3)	----- /-	(about 10% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Unit is located.

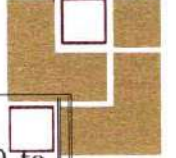


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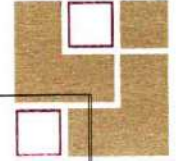


<b>PROMOTERS &amp; BUILDERS</b>		
4)	----- /-	(about 10% of the total consideration) to be paid to Developer on commencement of Fourth Slab of the building or wing in which the said Unit is located
5)	----- /-	(about 10% of the total consideration) to be paid to Developer on completion of Eighth Slab of the building or wing in which the said Unit is located
6)	----- /-	(about 10% of the total consideration) to be paid to Developer on completion of Twelfth Slab of the building or wing in which the said Unit is located
7)	----- /-	(about 10% of the total consideration) to be paid to the Developer on completion of Brickwork, RCC Walls of the said Unit.
8)	----- /-	(about 10% of the total consideration) to be paid to the Developer on completion of External Plastering, RCC Finish and Primer of the said Unit.
9)	----- /-	(about 10% of the total consideration) to be paid to the Developer on commencement of floorings of the said Unit.
10)	----- /-	(about 5% of the total consideration) to be paid to the Developer on commencement of the Sanitary fittings, Electrical Fitting and Lift Fittings of the building or wing in which the said Unit is located
11)	----- /-	(about 5% of the total consideration) at the time of handing over of the possession of the said Unit to the said Allottee/s / Allottee/s herein on or after receipt of the occupancy certificate or completion certificate from the concern plan sanctioning authority and upon Allottee's clearing all dues on account of deposit, interest cost, charges, damages or otherwise.
Tota l	----- /-	(Rs. ----- ----- only)





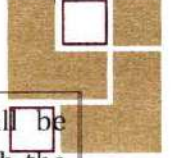
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		PROMOTERS & BUILDERS
5)	Additional Points No. 4.8 to 4.12 Added and Highlighted on Page No. 22 and 23.	<p>4.8 It is made clear and agreed by and between the parties hereto that the Developer shall not be bound to follow, chronological order of any of the above mentioned / installments and that the Developer shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/s agree/s that the Developer may merge or consolidate two or more installments in its discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Unit is also arrived on the assurance of The Allottee/s to abide by the above payment schedule only and it will not be altered by The Allottee/s .</p> <p>4.9 The Allottee/s shall make all the payments to the Developer by RTGS/ NEFT/ Demand Draft and or by local Cheques. If The Allottee/s makes the payment by outstation Cheques then the date of payment shall be treated as and when the same is credited to the account of the Developer and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Developer for such advance payments made by The Allottee/s or Housing Finance Companies/Banks, etc.</p> <p>4.10 It is hereby agreed that the time for payment as specified above is the essence of this Agreement and on failure of The Allottee/s to pay the same on due dates, it shall be deemed that The Allottee/s has/have committed breach of this Agreement and the Developer shall be entitled to take such action as they are entitled to take in case of breach / default of this agreement, including termination of this Agreement.</p> <p>4.11 Without prejudice to the right of the Developer to take action for breach arising out of delay in payment of the</p>



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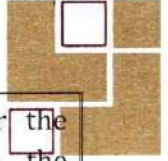


		<p>installments <del>PROMOTERS &amp; BUILDERS</del> shall be bound and liable to pay interest at the rate at which the State Bank of India charges at the highest Marginal Cost of Lending Rate plus two percent, with quarterly rests on all amounts which become due and payable by The Allottee/s to the Developer till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall be construed as condonation by the Developer on such delay. The amount of interest shall be calculated after completion of the respective stages above mentioned as per the letter of Architect of the Developer and The Allottee/s has/have agreed to pay the same before asking for possession of the said Unit.</p> <p>4.12 If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax/ duty / charges / premium / levies / cess / surcharge/demands/welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / goods and service Tax, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said Unit or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Allottee/s. The Allottee/s hereby indemnifies the Developer from all such levies, cost and consequences.</p>
6)	Additional Last Lines of Point No 5.3 added and highlighted. Page No. 24 and 25.	<p>5.3 The Developer herein hereby declare that the currently permissible Floor Space Index available in respect of the said total land is 71,975.17 sq. mtrs. and that no part of the said FSI has been utilized by the Developer herein</p>





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		<p>elsewhere for <del>PROMOTERS &amp; BUILDERS</del> whatever. However the Developer herein shall be entitled to utilize the permissible unutilized FSI from out of the said total layout to the permissible extent and or the Transferable Development Rights (TDR) that may be available in respect of the portion of the land covered under road widening, acquisition as and when the same is made available for use to the Developer herein and or is entitled to purchase additional Transferable Development Rights (TDR), from the open market and is entitled to utilize the same on the said Land the Developer herein has purchased / is entitled to use balance unutilized FSI/ to purchase additional TDR from the open market and is entitled to utilize the same on the said land for construction of various units. Further the Allottee/s herein is / are aware that there is a possibility that the width of the 90 Meters wide ring road situate on eastern side of the said Plot No. 1 may be reduced to 65 meters and the Promoter may get the additional FSI and or additional Land abutting the said Plot No. 1 from out of the said layout and the Promoter herein may construct one or more additional buildings on such additional Land abutting the said Plot No. 1 which may be available to the Promoter if the width of the said 90 Meters wide ring road may be reduced to 65 meters or may construct additional floors on the existing buildings from the layout and the Allottee/s herein have no objection for the same and have given his/her/their consent for construction of such additional building and or for construction of additional floors on the existing buildings from the layout.</p>
7)	Additional Last 3 Lines of Point No 7 added and highlighted. Page No. 25 and 26.	<p>7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developer in the said building and the Said Unit as are set out in Annexure "D" annexed hereto. For proper up-keep and maintenance of Passenger Elevator, the Developer and the Passenger Lift Vendor have entered into Maintenance Contract for a period mentioned in such contract and the occupants shall be</p>



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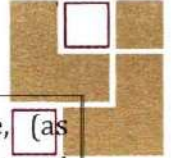


		bound to joint the money paid by the allottee/s to the Developer herein without any interest. <b>PROMOTERS &amp; BUILDERS</b>
8)	Additional Point No. 8.2 Added and Highlighted. Page No. 26	8.2 If, however, the completion of the Project is delayed due to the abovementioned conditions then The Allottee/s agrees that the Developer shall be entitled to the extension of time for delivery of possession of the said Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to above mentioned conditions, then this allotment shall stand terminated, and the Developer herein shall refund the money paid by the Allottee/s to the Developer herein without any interest.
9)	Additional Point No. 9.4 Added and Highlighted Page no. 27	9.4 Irrespective of the possession of the said Unit being given to The Allottee/s and/or management of the Housing Complex to be known as 'Pratham Vihar' being given to an Ad-Hoc Committee of The Allottee/s , the rights under this clause and/or under this Agreement reserved for The Developer for exploiting the potentiality of the said plot of land shall subsist and shall continue to vest in the Developer till the final document/s of transfer of the said total property is executed by the Developer herein in favour of the ultimate transferee being Apartment Ownership Scheme or the Co-operative Housing Society of the unit holders, and the Developer shall be entitled to execute the Document/s of Transfer reserving such rights in the said plot of land in favour of such ultimate transferee/s, as may be outstanding at the time of execution of the documents of transfer.
10)	Non Negotiable Clause regarding Defect Liability Period Mentioned on page 27 clause 9.5	9.5 If within a period of five years from the date of handing over the Said Unit to the said Allottee/s, the said Allottee/s brings to the notice of the Developer any structural defect in the Said Unit or the building in which the Said Unit are situated or any defects in the Said Unit or the building in which the Said Unit are situated or any defects on account





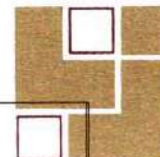
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		<p>PROMOTERS &amp; BUILDERS</p> <p>of workmans, (as specified in Annexure E annexed to these presents and forming part hereof) then wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the said Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner s provided under the Act.</p>
11)	Additional Second Para of Point No. 9.5 added and highlighted. Page No. 26	<p>However, the parties herein confirm that the defects in the said quality or provision of service, (as specified in Annexure 'D' annexed to these presents and forming part hereof) arising due to day to day wear and tear or arising out of the changes made for installing furniture and fixtures, interior, such as drilling, core cutting, etc. and or any misuse thereof, by the Allottee/s in the said Unit, shall not be covered under defect liability clause and will result in the lapse of the defect liability. Further the warranty period provided by the respective manufacturers on the items covered under warranty period provided by such manufacturers shall not be covered under defect liability clause and it shall be the responsibility of the respective Allottee/s / allottee/s to get such warranties duly honoured from the concerned manufacturers.</p>
12)	Additional Point No. 11.5 to 11.7 Added and Highlighted on Page No 29	<p>11.5 Such conveyance of the total property, viz. land and buildings in favour of a Co-operative Housing Society and/or Declaration U/s. 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the said Allottee/s and commitments of the Developer. The Developer shall be entitled to amend/frame the Bye Laws, rules, etc. of the association / Society as per terms of this Agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Developer in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid</p>



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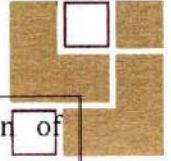


		<p>stipulated period <b>PROMOTERS &amp; BUILDERS</b></p> <p>11.6 Such conveyance under the Maharashtra Ownership Flats Act of 1963 and the Rules made there under and/or Declaration U/s. 2 of the Maharashtra Apartment Ownership Act, 1970 and the Rules made there under, shall be subject to the right of the Developer to dispose of the remaining unsold units in the said building, if any and subject to the exclusive, limited common rights of the respective Allottee/s and commitments of the Developer. The Developer shall be entitled to amend/frame the Bye Laws, rules, etc. of the Association as per terms of this Agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. the Developer in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.</p> <p>11.7 The Developer shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. the Developer shall at his own discretion choose to be a part of the Association for the said purpose. the Developer shall also be at liberty to transfer this right to any person/ organization/body etc. and The Allottee/s in his/her/their individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same;</p>
13)	Clause No. 10 and 11 of Model Draft modified to Additional Point No. 12 and Highlighted mentioned on Page No. 29 and 30.	<p>12 In addition to the above mentioned price the Developer herein shall charge an amount of ` -----/- to The Allottee/s herein for the various matter as under, which amounts shall become payable by the Allottee/s herein to the Developer on or before taking possession of the subject unit :</p> <p>i] The legal charges, consultant's fee, typing and incidental expenses.</p> <p>ii] The share money, application entrance fee of the association.</p>



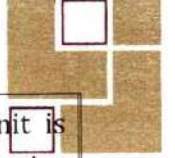


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		<p><b>PROMOTERS &amp; BUILDERS</b></p> <p>iii] The charges for installation and operation of association of apartment owners.</p> <p>iv] The M.S.E.D.Co. Ltd. meter deposit, Transformer charges, if any, common meter installation charges and misc. expenses etc.</p> <p>v] The Development betterment charges, drainage development deposit etc.</p> <p>The Allottee/s shall bear and pay the above mentioned amount to the Developer in addition to the price/consideration of the Flat or accommodation and within seven days from demand made there for by the Developer. In the event of default the Developer shall be entitled to terminate this Agreement.</p>
14)	Additional Point No. 13 added and Highlighted. Page No. 30	13 The parties herein further confirm that in the event of any directions being issued by the concerned authorities the Allottee/s are required to contribute and or pay towards the corpus of the maintenance fund of the various facilities such as solar, STP, Organic Waste Composter System/Machine, Rain Water Harvesting etc. then and in such an event The Allottee/s herein hereby undertake to pay his/her/their share of the same in a separate account opened for the said purpose and shall pay the same on or before taking the possession of the said Unit.
15)	Additional Points No. 16 (m) to (w) added and highlighted on page 33 and 34	<p>m. Not to indulge any religious or other activities which may cause nuisance to other occupants of the building and or which may involve the sacrifices of animals. Not to do any act or deed which may result in the noise pollution, air pollution and nuisance to others.</p> <p>n. Not to affix any name plate, signboards and others signage at any place or location in the said building, except at the places, size, design etc. that may be permitted by the Developer in writing.</p> <p>o. The Allottee/s agree/s not to carry on any business of any nature whatsoever in the said Unit.</p> <p>p. Not to affix a grill outside the main door of the said Unit or</p>





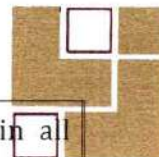
at any location. The said Unit is located, where such grills will be visible from the exterior of the said Unit or the said Building without taking the prior written permission of the Developer and such grill shall be as per the design approved by the Developer. To affix grills on the windows of the said Units from inside the said Unit as per the design of such grills approved by the Developer only. Not to affix a Grill or a gate in the passage or landing area leading towards the Entrance door of the said Unit of the Allottee/s.

- q. The Developer has not undertaken any responsibility nor has agreed anything with The Allottee/s orally or otherwise and there is no implied Agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.
- r. The Developer shall not be liable to share any common maintenance charges, electricity charges and water charges in respect of unsold units in the said project so long as the same are vacant and unoccupied and until the possession of such units is given by the Developer to the respective Allottee/s.
- s. A water supply connection from the Pune Municipal Corporation and or the competent Authority will be provided to the said Scheme by the Developer and all the said Unit holders in the said scheme have agreed to contribute their respective share for the water charges through the monthly maintenance charges contributed by all the said Unit holders in the said scheme.
- t. The terraces, open spaces, parking space and garden area or other restricted areas specifically allotted to the particular unit holder/s shall exclusively be used by the concerned unit holder/s and the same shall be the exclusive restricted area of the concerned Allottee/s and The Allottee/s herein shall be deemed to have given his/her/their irrevocable consent for the same.
- u. The Allottee/s hereby irrevocably consents and authorize/s the Developer to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Local Authorities and





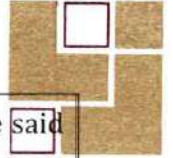
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		<p>give consents <b>PROMOTERS &amp; BUILDERS</b> in all departments of the concerned authorities, including Collector, Road, Water, Government Department, M.S.E.D.Co. Ltd., its successor-in-title on behalf of The Allottee/s and whatsoever acts, done by the Developer on behalf of The Allottee/s shall stand ratified and confirmed by The Allottee/s and the same shall be binding on The Allottee/s.</p> <p>v. As the Developer will be applying to the concerned authorities for giving separate water connection for the Project and electricity meters and connections for the said Unit of The Allottee/s on his/her/their behalf, if there is any delay in obtaining separate water and electricity supply connections from the concerned department, then in that case, the Developer may provide electrical connection/ water supply through a sub meter or any other temporary arrangement due to which if there is improper supply of water or electricity, the Developer shall not be held responsible for the same. The Allottee/s shall pay the proportionate outgoing charges as demanded, determined and decided by the Developer for such emergency / alternative Arrangement.</p> <p>w. The word defect here means only the manufacturing defect caused on account of wilful neglect on the part of the Developer and shall not mean defect caused by normal wear and tear, negligent use of various Units by respective Allottee/s, vagaries of nature etc. Defect in fittings and fixtures are not included therein and the Allottee/s expressly agrees that the regular wear and tear of the said Unit and the building/phase/wing in which it is situated, includes cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.</p>
16)	Additional Points No. 16 (m) to (w)	34. At any stage during the implementation of the scheme, the Developer shall be at liberty to sell, assign or transfer or



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	added and highlighted on page 37	otherwise deal with the said Unit in the said plot of land and the buildings to be constructed thereon provided that the same does not adversely affect of prejudice the rights granted in favour of the Allottee/s in respect of the said Unit agreed to be purchased by him/her/them under the term of this Agreement and after the compliance of the necessary provisions of the said Real Estate (Regulation and Development) Act, 2016.
17)	Additional Schedule No. A -2 for Description of the limited common areas provided is added and highlighted on page 40	A-2) Description of the limited common areas provided :-

**M/s. LJR Constructions LLP.,**

Through its Authorized Signatory,



*Aditya Purushottam Lohia*

**Mr. Aditya Purushottam Lohia,**  
**the Developer**