



## Queries on Majestique Evolvus draft BBA Agreement (on RERA) and its potential contradictions with MAHARERA ACT against buyers protection and interest

2 messages

Sun, Oct 20, 2024 at 3:41 PM

To: crm.evolvus@majestique.co.in

**DATE: 20-oct-2024**

Dear CRM/legal / sales team of Majestique, Amit, and Shubham

As discussed yesterday, i am sharing the queries that could not be answered / cleared fully. Requesting to kindly add your comments on each of the queries section wise.  
Please note that these deviations uncommon for reputed builders to put in and are impacting the interest to make unit purchase, individually, and collectively.

Thanks for your effort and hope to hear from you soon.

Regards,

Subhayu

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### 1. Inclusion of Amenities mentioned in the Brochure but not mentioned in the agreement

Page no. 16 in Majestique brochure mentions amenities that are not laid down the RERA draft agreement. It is understood that irrespective of this omission in the agreement, the amenities mentioned in the brochure will have to be delivered by the Builder / Promoter. Including aforementioned, request confirmation for the inclusion of the following in-home amenities as promised in the brochure:

- Provision for wi-fi in the apartments
- PVC false ceiling in balconies with spotlight
- Semi home automation
- Video door phone
- Kitchen with heat and gas leak detector
- Modular kitchen unit by asian sleek (3 & 4 bhk)
- Gas pipe system
- Smart door access management
- Provision for inverter point
- Provision of tv and telephone points in living
- and all bedrooms
- AC point in living & all bedrooms
- Core cutting for AC's

## 2. Definition of Semi-Automation

Request explanation for what exactly is the semi-automation as outlined in the list of amenities.

## 3. Maintenance payment page 19 of BBA draft submitted at RERA-

The following addition has been made on top of Model BBA by Majestique at a later point and hence highlighted on red. Please read:

for tentative period of 12 months which commence from either from the Date of obtaining Completion Certificate or after handing over possession of First, Five Flats/Units in the Said Building / Project, whichever is earlier. The said per month amount is calculated on the bases of general outgoing/s, expenses of the buildings and common area of the project, however the said collected amount may get utilized before the agreed tenure on the usage done by the all Allottee/s of the unit/s from the said building/s and in that case the Allottee/s needs to pay the additional amount paid to the developer for such additional amount and expenses of the building/s.

Section 19(10) of RERA Act lay out that The allottee shall take possession of the apartment, plot, or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot, or building and the **promoter** is not entitled to collect maintenance charges until the possession is handed over or deemed to be handed over.

Therefore, your addition to BBA sale agreement violates RERA Act in principle and therefore RERA ACT will supercede in any dispute related to the same at a later point. Request to kindly omit this clause from the proposed agreement in order to proceed on discussions for purchase of the unit I am interested to pursue. Need a confirmation that this clause won't be applicable.

## 3. Maintenance payment page 19 of BBA draft submitted at RERA-

Page 20 point iii) and iv) – Section 17 – Again additions have been made to the draft agreement later that violate RERA norms head on.

- iii. Repairs of the building for leakages, seepage to the property or any part thereof.
- iv. Wear and tear charges either for the unit or for the building as whole,

Builder / promoter may please note that Repairs of the building is Promoter responsibility as part of defect liability and therefore run in contradiction to your own Agreement section 12) – page 17. It also runs in contradiction to RERA – Section 14(3) according to which

- **Timeframe for Defect Liability:** 5 years from the date of possession.
- **Defects Covered:** Structural defects, workmanship issues, quality concerns, and provision of services.
- **Rectification Period:** The builder has 30 days to rectify the issue.

- **Compensation:** If the promoter doesn't rectify the defect within the 30-day period, the allottee can claim compensation.

**Request that this clause be omitted to proceed with sales consideration and avoid future legal tussles. Please note that no reputed builder in Pune has put up such contradictory amendments in the model BBA.**

### 3. Booking amount refund:

**Please confirm the timeline (in days) for booking amount refund in case after booking the agreement draft leads to dispute and I am not interested to pursue the allotment further. Ideally it should be 7 days since the date of written confirmation to not pursue the agreement.**

**Also please note that Booking cancellation timeline of 7 days must be counted from the day the draft agreement and allotment copies and any other annexures needed for buyers consideration is provided to the buyer (that is myself), not from the day of payment for booking. Please confirm the same.**

### 4. Please confirm the dimensions of car parking.

### 5. clause 17 point 4 page no. 21- of draft BBA mentions the following

**The Promoter reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing structure of maintenance expenses and the Allottee/s have also agreed upon the same.**

Section 11 4(d) and 19 (6) of MAHARERA Act lays down the following norms: **Section 13** – Agreement for Sale:

The **agreement for sale** between the allottee and the builder must clearly mention the maintenance charges and the mechanism for calculating and increasing them. The builder is bound by the terms of this agreement, and arbitrary or excessive increases in maintenance charges are not permissible under RERA.

Unconditional forced acceptance from buyers with regards to uncapped increase in maintenance charges violates MAHARERA rules and will be struck down in court of law.

Request to kindly remove or modify the clause to include the following:

- I. **1. Increase in maintenance charges will be based on written down mechanisms and reasons and buyers will be given cost calculations and justifications for any deviations future increase in maintenance compared to maintenance charges mentioned in the initial sale agreement.**
- II. **2. 75% + buyers mutual consent is needed to execute revision in maintenance charges beyond what is mentioned in the BBA sale agreement.**

### 6. Page 18, clause 22 and page 13 clause 5 mentions the following:

**In the event the expense increase, the Allottee/s shall pay such additional amounts as**

demand by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest 18% percent per annum on such amount as is due.

**Penalty of 18% cannot be charged for delay in payments from buyers. The penalty charges cannot exceed the one that Builder is supposed to pay to the buyer for delay in possession.**

- **Penalty Interest Rate** for delayed payments by the buyer = SBI MCLR + 2%
- The same interest rate also applies in case the promoter delays providing possession.

**Request confirmation to revise the same in the BBA and confirm over email that same is acceptable.**

**7. Please provided sanctioned FSI and TDR certificates as obtained by the builder from authorities and the same would be updated in the BBA at the time of agreement.**

Any change in FSI usage after the registration of the project under MahaRERA requires the consent of two-thirds of the allottees.

**8. Please confirm the workings 30:70 payment scheme and whether and where it is declared with MAHARERA.**