

OBJECTIONABLE & NOTABLE POINTS

1.0 ALLOTMENT DEED FOR PARKING [Page 1-4] – On Rs 100/- Stamp Paper

- a. Page 2/64 - 6.0 That this parking space is a facility to the Second Party and attached to the Apartment owned by him/her/them in the complex and therefore he/she/they cannot sell it or rent it out separately to anybody.

Objection: What if flat owner does not need any parking space has more than one parking space but less no of vehicles now or in future. Why should builder restrict the sale of additional parking space that was sold as an option and was paid for by the owner.

- b. Page 3/64 - 13.0 That if due to any change in layout plan or structure or any other changes, the allocated parking space is not available then another parking space out of un-allocated parking spaces will be assigned to the Second Party and the Second Party has accepted such replacement / re-allocation. The Second Party shall not raise any claim in regard to abovementioned change / replacement / re-allocation in parking space.

Objection: Alternate assignment should be mutually acceptable. Refund with interest must be provided if not mutually agreeable. And under no circumstances mechanical parking shall be acceptable as an alternate.

- c. Page 4 - 20.0 That the Second Party has inspected the allocated parking space(s) and is fully satisfied with the said location and space of parking space(s). The Second Party shall not raise any claim in this regard.

Objection: Grossly Illegal and Coerced clause on which acceptance is being taken for Parking Space not yet allotted or seen.

- d. Page 4 - 24.0 The Second Party expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the First Party and rejection if any, by the Second Party of the names, so identified by the First Party, shall be deemed to be failure of the Second Party to nominate.

Objection: Unacceptable as onesided.

2.0 AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY [Page 5-9] – On Plain Paper

- a. Page 6/64 - 2. The allottee is entering into this agreement with the knowledge of the above said fact for supply of electricity through a single point system and the same shall be provided through a prepaid electric meter. The allottee further agrees that this arrangement of being supplied the power to individual allottee shall be provided by the company or its agency only through a separate energy distribution agreement, directly or through the company's agency.

Objection: Coerced consent is being taken without asking or giving option to buyers to have independent meters via PVVNL. Builder has been appraised of buyers desire to go for direct supply without builder or his agents acting as intermediaries. This changeover is recommended by UPERC as amended and is inevitable. We suggest that Builder takes note and makes appropriate arrangements for compliance.

- b. Page 7/64 - 11. The metering system would be working on the pay before the Allottee/s starts its usage. Allottee/s have to purchase the electricity/power backup as per his/her requirement with the recharge value of Rs. 1,000/- up to Rs. 20,000/- in multiples of Rs 1,000/- in advance. The allottee/s agrees that it shall be his sole responsibility to clear all its dues to the developer or its nominated agency maintaining the complex, in respect of his apartment, before getting the pre paid meter recharged.

Objection: Illegal and Coerced. Maintenance and Essential Services charges are illegal to be clubbed and have to remain separate. Supply of electricity must not be threatened or withheld unless there is a legal order from appropriate state or national authority to do so. Maintenance Charges MUST be separated from Electricity.

- c. Page 8/64 – 13(ii) The per unit charges of the Power Backup has been fixed @ Rs. 21.47 per unit, and the fixed charges @ Rs. 100 per KVA of the opted load per month.

Objection: How has this figure been arrived at?

- d. Page 9/64 - 14(i) That if in future any up-gradation/ improvement of the electrical system or any other system is desired or permitted then the cost thereon including securities required to be paid shall be borne by all the allottee/s on equal basis without any demur and protest. Such upgradation / improvement, if any in the systems in future shall only be carried out by the Promoters on advance payment.

Objection: A Moot clause if Direct Meters are Installed now. We would appreciate minimal Builder involvement in the future of the project or associated services.

5.0 MAINTAINANCE AGREEMENT [Page 16-24] – On Rs 100/- Stamp Paper

- a. Page 17 – Para 4 - That the Company may endeavour to complete the construction of the said complex in a single composite phase or otherwise in more than one phase. Part completion certificate for each phase / block(s) may be sought by the Company from the concerned / competent authorities separately for each phase / block(s) and accordingly the possession in the said complex will be handed over in phases to the allottee/s. Whereas the Company shall endeavor that each phase is isolated, to the extent possible, from other phases of construction in the said complex, the allottee/s will not be entitled to raise any objection to the continuation of construction work on other phases in the said complex or refuse to take over the possession of his apartment in the phase already completed, merely on the ground that the construction work in other phases was going on. As all the services of the various phases of the complex are common, as such the same shall be handed over to the allottee/s or their registered association only after the whole of the complex has been completed and handed over.

Objection: Coerced and Misleading clause. Those who have moved in already are having problems of water with TDS over 4000. Electricity for construction is being given to flats. Lobby of Valencia is not ready and people have shifted there. Phased completion with isolated phases does not mean that promised facilities will be limited or absent. Unless all that was promised is ensured included fully functional common services, security, protection from dust and clean water / electricity supply from regularised and legitimate source, this clause is null and void.

- b. Page 18/64 - 1.(a) The Allottee(s) shall always maintain the amount of IFMS at all times by paying the maintenance and other dues in time, which shall under no circumstances be adjusted from the IFMS. After adjusting the payment of water charges, common area electricity and power backup charges on equal basis, the balance shall be refunded back only to the Allottee(s) at the time of handing over of maintenance services to the Allottee(s). The maintenance charges shall become applicable/payable after 30 days from the date of issue of notice of Possession irrespective of whether physical possession has been taken or not. The Allottee(s) shall pay and clear all dues at the time of Possession.

Objection: Maintenance should be charged only when the complex becomes liveable and all common facilities are operational including club. IFMS Must be deposited in a separate ESCROW Account.

- c. Page 18/64 - 1.(b) That monthly maintenance charges as mentioned in clause 4 below plus applicable tax shall be payable by the Allottee(s) to the maintenance agency every month with effect from 01-10-2019 or date of possession, whichever is earlier irrespective of whether the Allottee has taken physical possession of the apartment or not or apartment is occupied or remains vacant.

Objection: Unacceptable as construction is still on, that too on construction supply. Dust and debris all around. Regular Supply and Drinking water is unavailable and security is compromised. Do endeavour to explain to us how Maintenance can be charged at all without fully functional services.

- e. Page 19/64 – 6. That it is agreed between the parties that the Second Party shall pay the electricity charges, maintenance charges, power backup charges, service charges or any other charges to the maintenance agency as per prepaid system. The Second Party has to purchase a coupon, which will include all the charges mentioned above on unit basis, the electric meter will be charged by inserting the code no. of above said coupon and the maintenance charges and other charges mentioned above will be automatically deducted through it as on per day basis. The Second Party agrees that if the charges mentioned above are not paid, he/she will pay to the maintenance agency interest on the outstanding dues as mentioned in this agreement. After utilizing the entire credit limit, the electricity of the unit will be automatically shut down, further it will be reconnected by recharging with the above mentioned coupon only. In case the Second Party do not charge the electric meter and it remains off, then whenever it will be charged the previous dues will be deducted first thereafter if any credit remains then only the electricity will be on.

Objection: Illegal and unacceptable. No other charges shall be charged on electricity meter. Essential services cannot be withheld by any one other than order of state or national authority.

- f. Page 19/64 – 7. It is understood and agreed that the Allottee(s) shall pay and the Company will hold all the deposits as detailed above, as interest free deposits. If the maintenance is handed over to the resident as mentioned in clause 2, in such a case the balance deposits, if any, shall be transferred to the residents as per the provisions of UP Apartment Act, 2010 as amended from time to time.

Objection: Amount must be held in ESCROW amount. Builder should not have access to it other than emergency purposes for the residents of the project for which it is collected. Builder shall not benefit from interest accrued from this amount.

- g. Page 22/64 - OTHER PROVISIONS - **NOTE:** UNSOLD APARTMENTS, ALL UNSOLD PARKING SPACES IN STILTS, AND BASEMENTS AND THE APPROACHES THERETO, STORES, OTHER BASEMENT AREAS, OFFICES AND COMMERCIAL SPACES DEFINED AS LIMITED COMMONS AREAS / INDEPENDENT AREAS SHALL REMAIN THE PROPERTY OF THE DEVELOPER AND ALL RIGHTS FOR SUCH LIMITED COMMON AREAS / INDEPENDENT AREAS SHALL CONTINUE TO VEST WITH THE DEVELOPERS AS ALREADY DEFINED. THE

DEVELOPER SHALL RETAIN HIS OFFICE IN THE COMPLEX AND CAN USE THE COMMON SERVICES.

Objection: Unacceptable, developer must surrender all rights to the project including common areas. Common Services are for residents and residents use alone. Developer shall not have any commercial interest or office in the complex. Maintenance office too shall be handed over to the AOA. Any activity which is not for sole purpose of and for the residents is commercial activity and must be inspected, approved and conform strictly to the lease document and by laws of Noida Authority. And if so allowed developer must demonstrate his share of area, pratikar, maintenance and all such charges on same terms as will be charged to the residents.

- h. Page 23/64 - 3. No activity other than residential shall be permitted within the complex. Tuitions or consultation services etc. shall also not be permitted. All activities other than residential shall be permitted only in the specified areas.

Objection: Builder has no right to govern what residents do in their own homes as long as such an activity does not cause fellow residents inconvenience. Attention is once again drawn to commercial activity being planned by the builder by expressed intention to have his office in the complex and rights to common area.

- i. Page 23/64 - 4. Permanent member in AOA :-17. In case the maintenance is taken over by the AOA, then the representative of the company will always be a member of the organizing committee/board etc. on permanent basis without any election.

Objection: Illegal and unacceptable as pointed by Noida Authority also

6.0 CERTIFICATE OF TRANSFER OF POSSESSION [Page 25-30] – On Plain Paper

- a. Page 30/64 – 22(b) The Company has provided recreational facilities including swimming pool in the Complex. These facilities are for the use of all the residents of the constituent blocks of Mahagun Mezzaria only. That the club and all other recreational facilities shall however be made functional only upon completion of the various phases of the project as a whole in all respects. These facilities shall, if required, be handed over alongwith the transfer of maintenance services to the Allottee(s)/Transferee(s) as detailed herein above. Till such time these shall be under the control of the Developer/maintenance agency.

Objection: Developer has no intention to make common services and amenities available. Even Six months after possession offer, drinking water or electricity connection is unavailable yet developer plans to charge maintenance at full rates. This is grossly unfair and unacceptable.

- b. Page 31/64 – 22(f) The Allottee(s) / Transferee(s) after taking possession of the said Apartment or receiving deemed possession, shall have no claim against the Developer in respect of any item or work in the said apartment, which may be said not to have been carried out or completed or for non-compliance of any regulation designs, specifications, building material or for any other reason whatsoever. That all natural products such as marble, granite, tiles, timber and paints etc. may have variations in texture, color, grains, behavior and surface cracks etc. detected at the time of handing over the apartment without any liability whatsoever upon the Developer in this regard.

Objection: Developer must take full responsibility for workmanship at the complex for a specified period determined mutually with AOA after hand over and on assessment of failings and shortcomings as may become apparent by then. Developer shall take responsibility for any defects known or brought to his attention by any party before or here after that may come to light. Developer must also handover the much talked of (by developer) 200 point Quality Assurance checklist duly signed by the agency appointed for this purpose to each flat owner (pertinent to his flat).

- c. Page 31/64 – 22(h) That the Allottee(s) / Transferee(s) shall get exclusive possession of the built-up area of his apartment and will be transferred the title of this area along with undivided proportionate interest in the land under his block through the necessary transfer documents. The right of usage of common areas, excluding limited common areas and facilities / independent areas, is subject to observance by Allottee(s) / Transferee(s) of covenants herein and up to date payments of all dues. The Developer, in case of any change in the FAR have the right to explore the terrace/ terraces to carry out construction of further apartments in the eventuality of such

change in the FAR without any objection whatsoever from the Allottee(s) / Transferee(s). The Allottee(s) / Transferee(s) shall not raise any objection or claim any compensation on the ground of inconvenience caused, if any, on this account.

Objection: Unacceptable and Illegal as per “UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010” **Section 4 - General liabilities of promoter.** No Changes shall be made to the FAR or common areas unless warranted by and with express consent of the Flat Buyers/Owners. Unsanctioned changes must be dealt with forthwith, this includes Religious Structure which was not present in and Sanction / Approval Plans. Public opening to the MART which must remain Captive for resident use alone must be closed as it contrary to the intent of the complex which is residential.

- d. Page 31/64 – 22(i) Extra levy/taxes to be paid by buyer:- (i) That the Allottee(s)/Transferee(s) hereby agrees that he/ she/ they shall comply with and carry out from time to time after he/they has/have been put in possession or deemed possession of the premises, all the requirements, requisitions, usages, demands and repairs as may be and as are required to be complied, with by the Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said apartment and the land on which the said Building is situated at his/ their own cost and keep the company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee(s)/Transferee(s) in proportion to the super built up area of their respective apartments. Any taxes, levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s)/Transferee(s) to the Company and the same shall be payable on demand.

Objection: Unacceptable for any demands/levies that the developer has withheld, delayed. Developer must give possession of the flat free from all encumbrances and must remain responsible for all liabilities for any dues undisclosed or hidden at the time of possession. This Includes dues that may have accrued due to delays in project which are to be in no way on account of the flat buyers.

- e. Page 31/64 – 22(j) THAT in case of transfer of allotment/ownership of the unit even after possession and execution of the sub-lease deed / transfer Deed, a No Objection Certificate at the sole discretion of the Developer may be issued to the Allottee(s)/Transferee(s). For such transfer/sub-lease deed, necessary transfer charges shall be payable by the Allottee(s)/Transferee(s) without any protest or demur.

Objection: Developer shall not impede sale or transfer of Flat for any reason except settlement of legitimate dues. There shall be no other discretionary power and no additional charge or fee.

- f. Page 32/64 – 33 The Allottee(s) shall not raise any objection or claim any reduction in the price of the flat agreed to be acquired or claim any compensation on any ground whatsoever after taking over of possession and execution of possession documents.

Objection: At this point we would like to remind that Developer is coercing buyers to sign possession documents, including this clause without giving possession or the flat being ready. This clause must be removed as the Developer has failed despite multiple requests and demands to demonstrate with transparency how Built Up and Saleable area has been calculated and in particular how it has increased.

- g. Page 32/64 – 33 All the above said terms and conditions are as per prevailing rules / orders, as on the date of launch of the project on or about 12-02-2012. Any subsequent rule / order/ legislation unless specifically providing shall not affect any of the contents as already agreed upon.

Objection: Developer cannot enforce any rules, orders and legislations that are not his to force and considered redundant at the time of giving possession. Only present and prevalent rule / order/ legislation shall apply.

9.0 REQUEST FOR MAINTENANCE [Page 34] – On Plain Paper

- a. Page 36/64 – Page 32/64 – 33 I/We am/are ready to sign the Building/Complex Maintenance Agreement and pay the security deposit besides the charges/expenses as per the said Agreement.

Objection: As listed under Maintenance agreement to be dealt with.

10. UNDERTAKINGS [Page 35] – On Rs 100/- Stamp Paper

- a. 3. That I/We, after inspecting the said Apartment have satisfied myself/our sell' about the layouts, super areas, specifications, quality of workmanship and materials used, and undertakes not to raise any dispute or claim against the developer in respect thereof.
- b. 4. That after due inspection of the said flat, I/We have taken over the physical possession of Apartment _____, Mahagun Mezzaria, GH-01/A, Sector-78, Noida in a satisfactory and habitable condition and as per the terms and conditions mutually settled and agreed by both the parties.
- c. 5. That due to some unavoidable circumstances, I/We are unable to get the sub lease deed registered with the Company, prior to the possession of the said flat which may kindly be handed over to me. The necessary gates pass, after the possession may kindly be issued to me/us.
- d. 6. That I/We, undertake to get the sub lease deed executed with the Company and get the title transferred, by getting the same registered with the competent authority, on or before _____.
- e. 7. That I/we am/are fully satisfied about the fixtures/Fittings in general, and whole of the flat in particular, and all other common facilities etc.
- f. 8. That I/We state that the issue(s) raised by me/us in the earlier e-mail/letter/notice/legal notice have been resolved to my/our satisfaction and therefore being the reason of complete satisfaction, I/We am/are withdrawing all the earlier allegations, if any.
- g. 9. That I/We have no further pending issues/claims whatsoever against M/s Nexgen Infracon Pvt. Ltd. in respect of the said Flat.
- h. 11. That this undertaking is executing by me/us out of my/our free will and volition, without any coercion or undue influence.

Objection: Undertaking Document should be considered Null and Void in writing. All the above Undertakings are false and coerced.

14. GUIDELINES [Pages 40-57] – On Plain Paper

- **PRIVATE FUNCTION** will not be allowed beyond 10.00 pm.
Objection: Restriction should only be there according to existing laws such as Noise levels and left to the discretion of AOA on all other issues.
- **GUEST ROOMS IN CLUB:** Rooms can be offered to corporate clients (Referred and booked under a Residents name) on a long lease basis (Monthly package).
Objection: Developer should not have any commercial interest in the Club and Guest Rooms must remain only for use of Residents guests for short stays and no lease whatsoever.

UTILIZATION OF ALLOWABLE (FAR) [Pages 60-1]

Objection: Unacceptable, Contrary to UP Apartments Act since no future plans are revealed and assurances already given there will be no further construction.

ACCEPTANCE OF CHANGES IN BUILDING PLANS / LAYOUT [PAGE 62]

Objection: False and Misleading, Developer has had two separate approvals after the initial approval and then submitted completion drawings which are not as per approval and all construction is deemed un approved. At no point has the developer sought acceptance from the buyers as required by UP Apartment Act, 2010 - **Section 4 - General liabilities of promoter**

“Quote”

(4) After plans, specifications and other particulars specified in this section as sanctioned by the prescribed sanctioning authority are disclosed to the intending purchaser and a written agreement of sale is entered into and registered with the office of concerned registering authority. The promoter may make such minor additions or alterations as may be required by the owner or owners, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized Architect or Engineer after proper declaration and intimation to the owner:

Provided that the promoter shall not make any alterations in the plans, specifications and other particulars without the previous consent of the intending purchaser, project Architect, project Engineer and obtaining the required permission of the prescribed sanctioning authority, and in no case he shall make such alterations as are not permissible in the building byelaws.

“UnQuote”