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CONSUMER LOAN AGREEMENT

This Loan Agreement is made and will be effective on _____ day of _____, 20____

BETWEEN

[Company Name] with little introduction of the company and the law under which this company is existing with its street address along with city, state and zip code

AND

[Company Name] with little introduction of the company and the law under which this company is existing with its street address along with city, state and zip code

Maintenance Agreement Template

Parties:

This MAINTENANCE AGREEMENT ("Agreement") dated August 2, 2021, is formed by and between Mahesh B. Sahu of ABC Maintenance Service at 4025 Wilson St., Houston, Texas 77014 ("Contractor") and Andrea B. Smith of STAY Production House ("Client").

In consideration of the mutual promises and covenants during this Agreement of which the receipt and sufficiency are hereby acknowledged, the Parties further covenants to the terms as follows:

Services Provided:

The Contractor agrees to perform and complete the subsequent maintenance services and tasks ("Services") for the Client's studio located at 1841 Holly St., Houston, Texas 77058 ("Property") in compliance with the terms and conditions set forth during this Agreement:

- Disconnect, clean, and sanitize the recessed lights in the Property using the appropriate cleaning tools, disinfectants, and brands.
- Check the heating and cooling system, electrical wirings, and plumbing fixtures of the Property and report the same when necessary.
- Inspect the security measures or precautions utilized in the Property and update it when necessary.

Terms and Conditions:

- **Service Term:** The Agreement shall be effective for 1 (2) years starting on August 17, 2021, until August 17, 2023 ("Term"). The Client has the choice to renew the Agreement for one more Term before either party terminates.
- **Service Fee and Payment process:**



Sale deed format as per rera act. Sale agreement as per rera. Rera sale agreement format.

The Supreme Court on November 8, 2021, said that a model builder-builder agreement was a matter of extreme public importance, and asked the central government to file its reply on the matter. "This is an important matter where the issue is about the need to frame a model builder-buyer agreement under the RERA. The government has the power to do so... a group of homebuyers has come to the court. This is not an adversarial matter. This is a very important issue of public interest. Kindly help us," a bench of Justices DY Chandrachud and AS Bopanna told Additional Solicitor-General KM Nataraj, and asked him to file a reply by November 22, 2021. The observation by the SC came after the top court was informed that the Centre had failed to file a vakalatnama in the matter. A vakalatnama is a legal document that empowers a lawyer to act on behalf of his client. Recall here that the apex court in October 4, 2021, asked the union government to come up with a model builder-buyer agreement giving an order on a public interest litigation filed by advocate and BJP leader Ashwini Upadhyay. "Promoters, builders and agents use manifestly arbitrary one-sided agreements that do not place customers at an equal platform with them, which offends Articles 14, 15, 21 of the Constitution. There have been many cases of deliberate inordinate delays in handing over possession and customers lodge complaints but the police don't register FIRs, citing arbitrary clauses of the agreement," Upadhyay had said in his plea. In his plea filed through senior advocate Vikas Singh, Upadhyay had said that a model builder-buyer agreement be put in place in line with the safety promised to homebuyers under the real estate law. The petition also added that builders issue revised delivery schedules again and again, and adopt arbitrary unfair restrictive trade practices. "All this amounts to criminal conspiracy, fraud, cheating, criminal breach of trust, dishonestly inducing delivery of the property, dishonest misappropriation of property and violation of corporate laws," it said. Builder-buyer agreements: All you want to know Builder-buyer agreements, which are drafted and executed at the time of sale of an under-construction property, act as a sale agreement between the buyer and the builder. The buyer and the builder have to conclude the property transaction, based on the terms and conditions mentioned in the builder-buyer agreement, which clearly states the nitty-gritties involved in the property sale. Builder-buyer agreements before RERA Before the RERA came into force, builder-buyer agreements were invariably tilted in favour of the builders. A typical builder-buyer agreement would have provisions asking for 20% interest, in case of payments defaults on the part of the buyer. The penalty on the builder would be 2% interest, if he failed to deliver the project on time. Construction timeline The agreement would usually state that the builder will offer possession of the apartment within 36-42 months from the 'start of construction'. Nowhere would the agreement mention that this time started from the date of booking. The start of construction would be entirely up to the builder's discretion. Some developers took the liberty to consider that construction had started only after the excavation work was completed. Price escalation clause This clause helped builders to raise the price of the property, as and when they needed. Even if a project had been delayed, they could raise the cost, claiming that raw material and other input costs had increased. The buyer had no way of resisting the double trouble of delay and higher costs. Area change The agreements also included a clause allowing the builder to change the sq ft area of the apartment. In case of an increase, builders could ask for extra money from the buyers. "Even if the super area increased, you had to pay 10%-15% extra, while the benefit to you, in terms of the additional area, would be marginal or nil," explains Anuj Sood, head of Noida-based Sood Properties. Payment delay Builder-buyer agreements also included a penalty clause, to be invoked if the buyer delayed in paying an instalment. The charge could be hefty – as much as 18%-24%, compounded quarterly. Some developers went further and included clauses that allowed them the right to cancel the allotment and forfeit the earnest money, which could be as high as 20%-25% of the total cost, if the buyer delayed payment beyond a point. The balance would be returned, without any interest. See also: Tips to verify your flat purchase documents without a lawyer Payment on 'actual cost basis' in builder-buyer agreements The agreements also talked about the buyer being liable to pay for certain facilities, on an actual cost basis, at the time of taking possession. The buyer would then be in for an unpleasant surprise, if the builder demanded an unexpectedly high amount for facilities such as club membership, electricity connection charge, etc. Similarly, at the time of booking, there would be no specific mention of the PLC (preferential location charges). This charge, depending on what the builder deemed fit, would be imposed on the buyer at the last minute. Building plan changes in builder-buyer agreements Developers often drafted the builder-buyer agreement in such a way that they enjoyed the legal freedom to change the building's plans and get away with it without having to pay any penalty. Transfer charges in builder-buyer agreements This clause in agreements used to state that the buyer had to pay the developer a 'transfer charge', if the apartment was resold before the buyer took its possession. No disclosure was, however, made about what kind of amount the buyer would have to pay. Also see: What can buyers expect in the post-coronavirus world? Builder-buyer agreement under consumer protection law A builder-buyer agreement can be termed as an unfair contract, if it breaches certain conditions as specified under Section 2(46) of the Consumer Protection Act, 2019. If the builder-buyer agreement has any of the following conditions, it would be termed an unfair contract and can be challenged in consumer courts: Demand for excessive security deposit. Imposing penalty for breach of contract. Unwillingness to accept early debt repayment along with the applicable penalty. Terms allowing the builder to end the contract without any reasonable cause. Terms entitling the builder to assign the contract to other parties. Terms imposing unreasonable conditions, obligations or charge on the consumer that puts him in a disadvantageous position. Builder-buyer agreements after RERA Read the builder-buyer agreement carefully instead of signing it blindly. In case you need legal recourse, it's the one contract that will help you in court. Considering that agreements that favoured builders were a key pain-point for the buyer community, the real estate law tried to address this, by laying the ground rules for drafting and executing builder-buyer agreements, referred to as agreement to sale in the Real Estate (Regulation and Development) Act, 2016. An agreement for sale, according to the law, refers to an agreement entered into between the promoter and the allottee. Also see: Difference between agreement for sale and sale deed Key provisions: Builder has to submit agreement pro-forma While registering a project, a builder has to submit, along with his application and other documents, the pro-forma of the allotment letter, agreement for sale and the conveyance deed proposed to be signed with the buyers. Builder-buyer agreement is the guiding document The law states that the builder will have to carry out his responsibilities as mentioned in the agreement to sale. Clause on earnest money A developer cannot ask for more than 10% of the property's value from the buyer, at the time of signing the builder-buyer agreement. The parties are legally bound to register this agreement, to provide it legal validity. Details in builder-buyer agreements Section 13 (2) of the law prescribes that the builder-buyer agreement contain each and every detail, leaving little scope for confusion in terms of the builder's responsibilities. "The agreement for sale shall specify the particulars of development of the project, including the construction of building and apartments, along with specifications and internal development works, the dates and the manner by which payments towards the cost are to be made and the date on which it is to be handed over, the rates of interest in case of default, and such other particulars," says the law. Failure to provide promised amenities If a builder has promised a certain facility in the builder-buyer agreement, he is legally obliged to provide it. If he fails to do so, the buyer can, within five years of getting the possession, point this out to him and he will have to rectify the mistake in a month's time. "In the event of the promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act," says the law. Even otherwise, if the promoter fails to discharge any obligations imposed on him under the terms and conditions of the agreement for sale, he is liable to pay a compensation. Also, after the builder executes an agreement for sale, he cannot mortgage or create a charge on such property. If that were to happen, it would have no impact on the buyer whatsoever, says the Act. Also see: Maintenance charges that buyers need to be aware of SC ruling on builder-buyer agreement Model builder buyer agreement are a must. SC It is must to have model builder-buyer agreements to protect home buyers in India, the Supreme Court said, on October 4, 2021. The observation of the apex court came, in response to a plea where the petitioner, one advocate Ashwini Upadhyay, had argued that there should be a model builder-buyer agreement prepared by the centre, since there was no uniformity in the agreements some states had put in place. While issuing a notice to the centre seeking its responses, the top court also observed that builders try to insert one-sided clauses in builder-buyer agreements that harm the interests of consumers. "It is very important for consumer protection, because builders try to put any number of clauses in the agreement, which common people may not be aware of. There should be some uniformity in the agreement. It is important that this (model builder buyer agreement) is achieved in the country," the SC said on the petition which was filed in October 2020. In his petition, BJP leader and lawyer Ashwini Kumar Upadhyay has said that the model document should be drafted in such a way that they comply with the spirit of the Real Estate (Regulation and Development) Act, 2016 (RERA) and Articles 14, 15 and 21 of the Constitution. Upadhyay also sought a direction to all states to enforce a model agent-buyer agreement. "Promoters, builders and agents use manifestly arbitrary, one-sided agreements that do not place customers at an equal platform with them, which offends Articles 14, 15, and 21 of the Constitution. There have been many cases of deliberate inordinate delays in handing over possession and customers lodge complaints but the police do not register FIRs, citing arbitrary clauses of the agreement," the plea read. "Builders issue revised delivery schedules again and again and adopt arbitrary unfair restrictive trade practices. All this amounts to criminal conspiracy, fraud, cheating, criminal breach of trust, dishonestly inducing delivery of the property, dishonest misappropriation of property and violation of corporate laws," it added. "Directions must be given to compensate the buyers for losses incurred due to inordinate delays on the part of promoters and to recover the money misappropriated by promoters and agents under the garb of taxes, interests, penalties and other charges," Upadhyay said in his petition, adding that all states must enforce the model document to ensure buyer safety. Builder-buyer agreement must be considered as flat allotment date: SC The period of allotment of a housing unit to a home buyer has to be considered from the date of the builder-buyer agreement and not from the date of registration of the project under the Real Estate (Regulation and Development) Act, 2016, the Supreme Court has ruled. "It is relevant to note that even for the purpose of Section 18 (of RERA), the period has to be reckoned [with] in terms of the agreement and not the registration," the apex court said. How to draft a builder-buyer agreement While the law makes it mandatory for the builder to follow specific rules while drafting and executing a builder-buyer agreement, the buyer still has to still show utmost caution, while reading the terms and conditions. First and foremost, they have to make sure that the agreement is drafted in the manner and form as prescribed by the RERA and it is also registered with the state authority (this may not be the case for resale homes, or apartment with less than eight units, as they do not fall under the ambit of the RERA). Second, always take a legal expert's help, to make sure there is no lack of clarity with regard to any term or condition in the builder-buyer agreement. This is of utmost value since it is only the builder-buyer agreement and the terms and conditions in it which would safeguard one's interest, in case of a dispute in future. Also see: What is force majeure clause in real estate? Builder-buyer agreement format After the RERA, builders are mandated to draft and execute the builder-buyer agreement, in line with the provisions laid under the home buyer-specific law. This point has been reiterated by various courts in India, time and again. For the convenience of our readers, we are attaching a builder-buyer agreement sample, modeled by the Madhya Pradesh RERA. Click here to view the sample builder-buyer format. Things buyers need to check in builder-buyer agreements RERA registration Time of project start and completion Buyers' right to cancel/assign the property Refund policy Any grace period taken by the builder Force majeure clause Consideration for the property and what is excluded (such as maintenance, parking, electrification charges, etc.) Payment timeline Property particulars like fixtures, clear title, jurisdiction/arbitration clause FAQ A builder-buyer agreement is a legal contract that contains the terms and conditions that the buyer and the builder have to comply with. To safeguard one's interest, the builder-buyer agreement should be executed and registered after payment of the booking amount. An agreement to sell that is not registered is not admissible as evidence in the court of law. (With inputs from Content Consultants)

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