



htestates

LAW BOOK

Sunil Tyagi

association to meet expenses related to the complex.

I had purchased a newly constructed flat as an original allottee. Although it has only been less than a year since I received possession, cracks have begun to form in the walls of my flat. Is the builder entitled to charge me for carrying out repair works?
-Siddharth Shah

As standard industry practice, most flat/space buyer's agreements provide for a defect liability clause wherein the developer undertakes to rectify and repair, at its own costs, any construction and other material defects that may appear within a defined period after handover of possession of the property (this period usually varies between one to two years), provided such damage is not a result of the owner's acts/omissions.

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I had written a will last year, but now want to make some changes to the scheme of inheritance. Should I proceed to write a codicil or a new will?
-Suresh Zutshi

I legally required to contribute towards maintenance charges and society expenses if my flat has been lying vacant?
-Smita Sarin

If you wish to make major changes to your earlier will, you may write an entirely new will to avoid the possibility of any contradictory clauses. The new will should clearly specify that it is intended to supersede the earlier will in its entirety. In case the changes desired are minor, you may write a codicil to amend the earlier will, clearly referencing the date of execution of the earlier will as well as the clauses being amended and to what extent. Further, you must execute and sign the new will and/or codicil (as the case may be) in the presence of at least two witnesses, who in turn must attest the document in your presence.

As per the UP Apartment Ownership (Promotion of Construction, Ownership and Maintenance) Act 2010, no apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the common areas and facilities, or by the abandonment of his apartment. You are liable to contribute towards society and maintenance expenses, even if the apartment is lying vacant. A similar provision exists under the Uttar Pradesh model byelaws for housing societies in Uttar Pradesh which additionally stipulates that all the owners are obliged to pay monthly assessments imposed by the society/residents'

I own a flat in a group housing society in Noida. Am

Last week LUXURY		PROJECT TRACKER								Next week AFFORDABLE	
CURRENT RESIDENTIAL PROJECTS IN CHANDIGARH TRICITY											
Project Name	Location	Developer	Project Type	BHK Size (sq ft)	(BHK) Type	Launch date	Date of possession	Current BSP (Rs. Sq/ft)	Budget Range in BSP (Lakh)		
MID SEGMENT											
Gardens	Mohali	Unitech	Apartments	1,790	3	Sep-2011	Dec-2014	3,300	59		
Executive Floors	Mohali	Unitech	Apartments	1,800	3	Dec-2008	Dec-2014	2,888	52		
Gillco Heights	Khara	Gillco Group	Apartments	1,450	3	Dec-2008	Jul-2013	3,500	51		
Palm Village	Sector 126	BeeGee Constructions	Apartments	2,180	3	Oct-2013	Dec-2015	2,950	64		
Jamuna Apartments	Mohali	Jamuna Developers	Apartments	2,150-2,475	3-4	Sep-2013	Dec-2015	2,700-3,000	58-74		
Palm Court	Zirakpur	Aditya Durobuild	Apartments	1,968	3	May-2006	Apr-2012	3,692	73		
Yellowstone Residencies	Sector 66	Yello Stone Builders	Apartments	1,260-1,775	2-3	Mar-2011	Dec-2016	4,100	52-73		
Shiva Enclave	Khara	Bhakti & GBM Colonizers	Apartments	1,810	3	Dec-2005	Dec-2014	2,769	50		
SBP South City	Zirakpur	SBP Group	Apartments	1,810-2,410	3-4	Apr-2011	Aug-2013	2,900	52-70		
Aero Homes	Zirakpur	NH Matcon	Apartments	1,760	3	Jan-2011	Nov-2013	3,000	53		
Savitory Greens	Zirakpur	NK Sharma Group	Apartments	1,735-1,840	3	Nov-2011	Dec-2015	3,650	63-67		
Royale	Sector 20	Parsvnath	Apartments	1,740	3	Dec-2008	Dec-2014	4,250	74		
Emerging Heights II	Zirakpur	Emerging India	Apartments	1,605	3	Jan-2012	Jun-2014	3,177	51		
Ishaan Heights	Sector 112	RKM Housing	Apartments	1,751	3	Aug-2013	Apr-2015	3,000	53		

NEW PROJECTS

Projects	Developer	Location	Configuration	Launch Date	Completion Date	Current Status	Current Space (sq. ft.)
MOHALI							
Sector 66							
Falcon View	JLPL	Sector 66-A, Mohali	3BHK	Not Available	Not Available	Newly Built	2480 Sq.Ft.
Sky Gardens	JLPL	Sector 66-A, Mohali	2BHK	Not Available	In 30 Months	Under Construction	Built-Up Area - 1164 Sq. Ft. or 108.13 Sq. Mts. Super Area - 1345 Sq. Ft. or 124.95 Sq. Mts.
I.T. Twin Towers	JLPL	Sector 66-A, Mohali	IT Office Spaces	Not Available	In 30 Months	Under Construction	Area Range: 1200 sq. ft. Onwards
Sector 104							
Taj Tower	Universal Infrastructures	Sector 104, Mohali	4 BHK	Not Available	Not Available	Newly Built	2100 Sq.Ft.
Sector 115							
Palm Grove	Ansal API	Sector 115, Mohali	Apartments	Not Available	Not Available	Under Construction	Ground Floor Plan Super Area - 1525 SQ. FT. Typical Floor Plan Super Area - 1525 SQ. FT.
Sector 116							
Som Datt's	SDB Infrastructure	Mohali, Khara-Landran	2 BHK, 3 BHK,	Not Available	Complete	Ready for Possession	2 BHK 1249 sq. ft. (S) 3 BHK 1740 sq. ft. (S)
Landmark	Pvt. Ltd.	Road, Sector 116, Chd	4 BHK Apartments				
PANCHKULA							
Sector 3							
DLF Valley	DLF Limited	Sector 3 Kalka Pinjore	Independent Floors, Plots	Not Available	NA	Under Construction	1st Phase Floors-3242497 Sq. Ft. 2nd Phase Floor-199425 Sq. Ft.
Sector 20							
Parsvnath Royale	Parsvnath Developers Ltd.	Opposite Society No. 105, Sec-20, Panchkula	3 BHK	Not Available	Possession by: 2015	Under Construction	1740 sq-ft, 1780 sq-ft
ZIRAKPUR							
Maple Apartments	New Generation Real	Zirakpur, Old Panchkula-Estates Limited Zirakpur	3 BHK, 4 BHK Ambala Highway, Chd	Not Available	2014 Onwards	CONSTRUCTION FINISHING GOING ON	3 BHK - 1816 sq. ft. (S) WORK DONE, 3 BHK - 2116 sq. ft (S)
Sushma Green Vista	Sushma Buildtech Limited	Zirakpur, Old Panchkula-Ambala Highway, Chd	2 BHK 3 BHK	Not Available	Jul 2014 Onwards Complete	Nearing Possession Ready for Possession	2 BHK 1276 sq. ft. 3 BHK 1663 - 2622 sq. ft
NEW CHANDIGARH							
Orbit Apartments	Orbit Apartment Construction Pvt. Ltd.	Zirakpur, Chd - Delhi National Highway 22	Plots	Not Available	NA	Under Construction	1000-2000 Sq. Ft.
OMAXE India Trade Tower	Omaxe Ltd	New Chandigarh	Plots	Not Available	NA	Under Construction	1000-2000 Sq. Ft.
Omaxe Chandigarh Extension	Omaxe Limited	New Chandigarh, Mullanpur, Chandigarh	Plot, 3 BHK, 4 BHK	Not Available	Ready for Possession	Under Construction	Plot 200 - 1000 sq. yd 3 BHK 1180 - 2140 sq. ft

Since the above information is gathered from various sources, HT Estates does not take responsibility for any omissions or errors. Readers are requested to do a thorough check while searching for properties. The list is not exhaustive

RE/MAX INDIA SOURCE: REMAX INDIA



Tenant not vacating your apartment?

Payal Chawla

How can a landlord protect himself/herself from unscrupulous tenants who overstay their welcome? It is imperative that landlords execute carefully worded leases. The document should include a clause which provides for a penalty for each day that the leased apartment is not vacated. It is imperative to ensure that the lease agreement appropriately words, this per day charge, as 'penalty' and not 'rent'.

Also, the penalty amount must be high enough to deter overstay. Typically, market practice is ten times of the rental amount. To cite an example, if the rent were ₹10,000 per month, the penalty amount should be ₹1,00,000 per month making it a per day penalty of approximately ₹3,300 per day. Additionally, the clause must state, that any stay beyond the termination/expiry of the lease period shall be considered illegal occupation of the leased premises.

htestates RENT OUT

Further, the least must specifically state that any unauthorised overstay will result in the immediate forfeiture of the security deposit. It should emphasise on the word forfeiture as opposed to mere withholding the security deposit.

However, from the perspective of a bona fide tenant, this provision has the potential of great misuse. There have been situations when tenants have tried to hand over the premises on the date of termination/expiry of the lease agreement and the landlord has on one pretext or the other, refused/failed to take possession of the property and thereafter proceeded to deduct the per day charge from the security deposit. By the time the tenants get their act together, most of the deposit has gone.

A typical strategy adopted by landlords is to avoid taking back the premises by citing damage to the house as an excuse. Tenants not aware of this 'ploy', walk straight into the trap by refusing to hand over the premises and thus begins a long-protracted negotiation on the quantum of the security deposit that has to be refunded. During this period of stalemate, the per day penalty continues to mount and the situation gets worst with the landlord continuing to deduct an additional per day charge from the security deposit. It would also be prudent to write to the landlord, just prior to the termination/expiry date, informing the landlord that the tenant is ready and willing to hand over vacant, peaceful possession of the tenanted premises on a designated date and time and asking the landlord to keep the security deposit amount or a demand draft ready for a simultaneous handover.



To avoid such a situation the tenant should take a notary public with him and if the landlord refuses to take possession, have the notary make a report and put the landlord on notice. If the landlord refuses to take over the premises, the tenant can also move court.

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CHEQUE BOOK

Harsh Roongta

a slow process and it will take at least a couple of years before your credit history gets repaired enough for you to be eligible for a regular loan or credit cards.

My CIBIL score is shockingly low at 606. I am a salaried employee with an annual income of ₹10 lakh and a total work experience of five years. I had two credit cards out of which one is now active. I had a problem with one credit card as the bank had unnecessarily charged interest and other charges on my credit card, and the outstanding amount had shot upto ₹2 lakh. I settled that credit card last year by paying ₹1.12 lakh, which was way beyond my principal amount. I am planning to apply for a home loan after four months. How can I improve my CIBIL score?

amount within the stipulated time, your credit report would continue to show that you had delayed payments in the past. But if you have settled for less than the full dues, it will also show that the bank had to write off some amount. This has additional negative implications.

With such delay and default, your credit score is bound to be very low, making it difficult for you to get any credit facility from lenders.

You can try and rebuild your credit history by taking a secured credit card (secured against FD) or loan against tangible movable security such as FD /jewellery/ shares / units of mutual funds/ life insurance policy with high surrender value etc where the lender can give you a loan despite your adverse credit history.

By being regular in the repayment of such loans, you will gradually improve your credit history. This is

Is it possible to make my sister a co-borrower for a home loan that I plan to take? What are some of the key factors that I must keep in mind?
-Vipin Mehta

It is very unlikely that the lender will allow your sister to join you as co-borrower for the loan. Normally, lenders allow immediate kins like spouse, parents, sons as co-borrowers to the loan and a few lenders even allow brothers as co-borrower. Most banks will provide a loan to brothers on a case-to-case basis, but it might be more difficult for a combination of brother and sister.

If you can convince a bank that the income of the to-be-co-borrower of the two borrowers will constitute a single economic unit and is likely to remain so in the foreseeable future, then they may agree to allow a brother and sister to be co-borrowers.

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