

~~FLAT/SHOP/OFFICE/GARAGE/CAR PARKING SPACE~~ NO.....1/40

A L L O T M E N T

of

Flat/Shop/Garage/Parking Space

in

"WELFARE CHAMBERS"

at

Plot 73 Sector 17 CBD Vashi New Bombay

By

WELFARE CHAMBERS CO-OP HSG SCTY LTD
Plot 73 Sector 17 CBD Vashi New Bombay



THIS AGREEMENT made at Bombay this ^{1st} day of MARCH 1989 between the Welfare Chambers Co-operative Housing Society Ltd. a Society registered under the Maharashtra Co-operative Societies Act 1960 having their office at Plot 73 Sector 17 CBD Vashi New Bombay hereafter referred to as 'the said Society' (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs executors administrators and assigns) of the one part and

Jai Bhavani Enterprises
Pro: Manilal Devraj Chheda
of Bombay Indian Inhabitant having his address at 2, Prakash Bhuvan Sainath Nagar
L.B.S. Marg, Ghatkoper (W) B'way 10/86
hereinafter referred to as the 'Member' (which expression shall unless repugnant to the context of meaning thereof mean and include his heirs executors and administrators) of the other part

WHEREAS:

- a The society is seized and possessed of or otherwise well and sufficiently entitled to a Plot being Plot no. 73 in sector no. 17 Vashi New Bombay with the building known as 'Welfare Chamber' standing thereon;
- b The Member holds five shares of the Society and by the resolution passed at its General Body Meeting the Premises hereinafter mentioned is allotted to the Member subject to the bye Laws of the society and upon the terms and conditions hereinafter mentioned;
- 1 The Society confirms the allotment of flat/shop/office no 40 on 1st Floor floor of the society's building known as Welfare Chambers standing on Plot no 73 sector no 17 Vashi New Bombay belonging to the said Society.
- 2 The Society hereby acknowledge that the member has paid to the Society the amounts as follows :
 - a Rs 72,000/- towards price of the said Premises to be treated as Members contribution towards society's building fund
 - b Rs 2,000/- as deposit towards maintenance that shall become periodically payable by the member to the Society
 - c Rs 260.00 /- as subscription towards the share capital and entrance fee
 - d Rs 500.00 /- As legal cost
 - e Rs 500/- As deposit to reimburse various deposits including electric meter deposit water deposit

3 The member shall hold the said Premises on the terms and conditions in that connection contained in the bye-laws of the Society.

4 The Society will have absolute right and authority to make any addition or alteration to the said Building Provided such additions or alterations do not affect the shape size and location of the said Premises and the Member hereby irrevocably gives his consent to the Society for making such additions or alterations to the said Building.

5 The Member shall have no claim against the Society as regards the quality of the Building material used for construction of the said Premises or otherwise whatsoever.

6 The Member hereby agrees that any amount by way of premium or security deposits to the Municipal Authority or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature including IOD Deposit and electric deposit and occupation deposit or any other deposit already paid or that may hereafter be paid by the Society shall be reimbursed by the Member to the Society in proportion to the area of the said Premises and in determining such amount decision of the Society shall be conclusive and binding upon the Member. To enable the Society to reimburse the deposit paid by them as referred to in this paragraph the Member has deposited with the Society a sum of Rs. 500/- (Rupees Five hundred only).

7 The Member shall maintain the said Premises at his own costs in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building, the said Premises staircases and common passages which may be against the rules or bye-laws of the Manicipal Authorities or other authorities nor shall the Member change alter or make additions in or to the said Premises or to the said Building or any part thereof.

8 Without prejudice to the rights and remedies available to the Society under its bye-laws in that connection the Member shall be liable to pay and the Society shall be entitled to recover from the Member interest at the rate of 18% per annum on all the amounts remaining unpaid to the Society from the due date thereof till payment.

9 The Member shall observe and perform all the bye-laws and the Rules and Regulations if any of the Society.

10 The Member shall keep the said Premises and its external and partision walls sewerages drains pipes and appurtenances of the said Building in tenantable repairs so as to support shelter and project the parts and members of the said Building other than the said Premises.

11 The Member shall permit the Society and their agents with or without workmen at all reasonable time and from time to time enter into and upon the said Premises or any part thereof to view and examine the condition of the said Premises for the purpose of repairing any part and the said building as also for the purpose of maintaining rebuilding cleaning lighting and keeping in order and condition all services including drain pipes cables water pipes gutters wires structures or other convenience belonging to or serving or used for the said building as also for the purpose of laying down maintaining and repairing and testing drainages and all other pipes and electric wires and for similar other purpose.

12 The Member shall not decorate the exterior side of the said Premises otherwise than in a manner agreed to by the Society.

13 The Member shall not throw dirt rubbish rags or other refuse in the compound or any proption of building.

14 The Member shall not use the said Premises or permit the same to be used for any purpose whatever other than its sanctioned use or for any purpose which

may or likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purpose.

15 The Member shall not store in the said Premises any goods of hazardous or combustible nature or which are too heavy to damage the construction or the structure of the building.

16 The Member shall not cause or create noise or nuisance to other Members by allowing pounding of condiments and grinding on the masala stone or by any other similar act.

17 In case the Member gives the said Premises on leave and licence basis or any other basis and if on that account the Municipal Authorities or any other Authority charge the Municipal or other taxes at an increased rate, the Member hereby agrees to pay such excess Municipal Taxes in respect of the said Premises. In case the Member fails to pay such excess Municipal Taxes the Member shall also be liable for all the consequences whether directly indirectly or remotely resulting from such non-payment. Provisions of this clause are without prejudice to the liability of the Member in that event under the bye-laws of the Society.

18 The Member shall not do or cause to be done any act or thing which may render void or voidable the insurance policy of the said Building or whereby the rate of premium payable in respect thereof is increased.

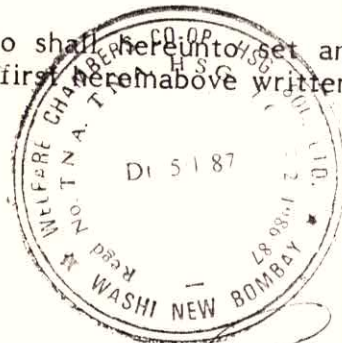
19 The terms conditions covenants and provisions contained in the foregoing agreement shall be without prejudice to the terms of tenancy contained in the bye-laws of the society.

IN WITNESS WHEREOF the parties hereto shall hereunto set and subscribed their respective hands and seals the day and year first hereabove written.

THE COMMON SEAL OF THE WELFARE)
CHAMBERS CO-OPERATIVE HOUSING)
SOCIETY LTD was hereunto affixed)
pursuant to its resolution dated)
in the)

presence of (1))
and (2))
two of the member of its managing)
committee and (3))
the secretary who have in token thereof)
have subscribed their respective)
Signatures hereunto)

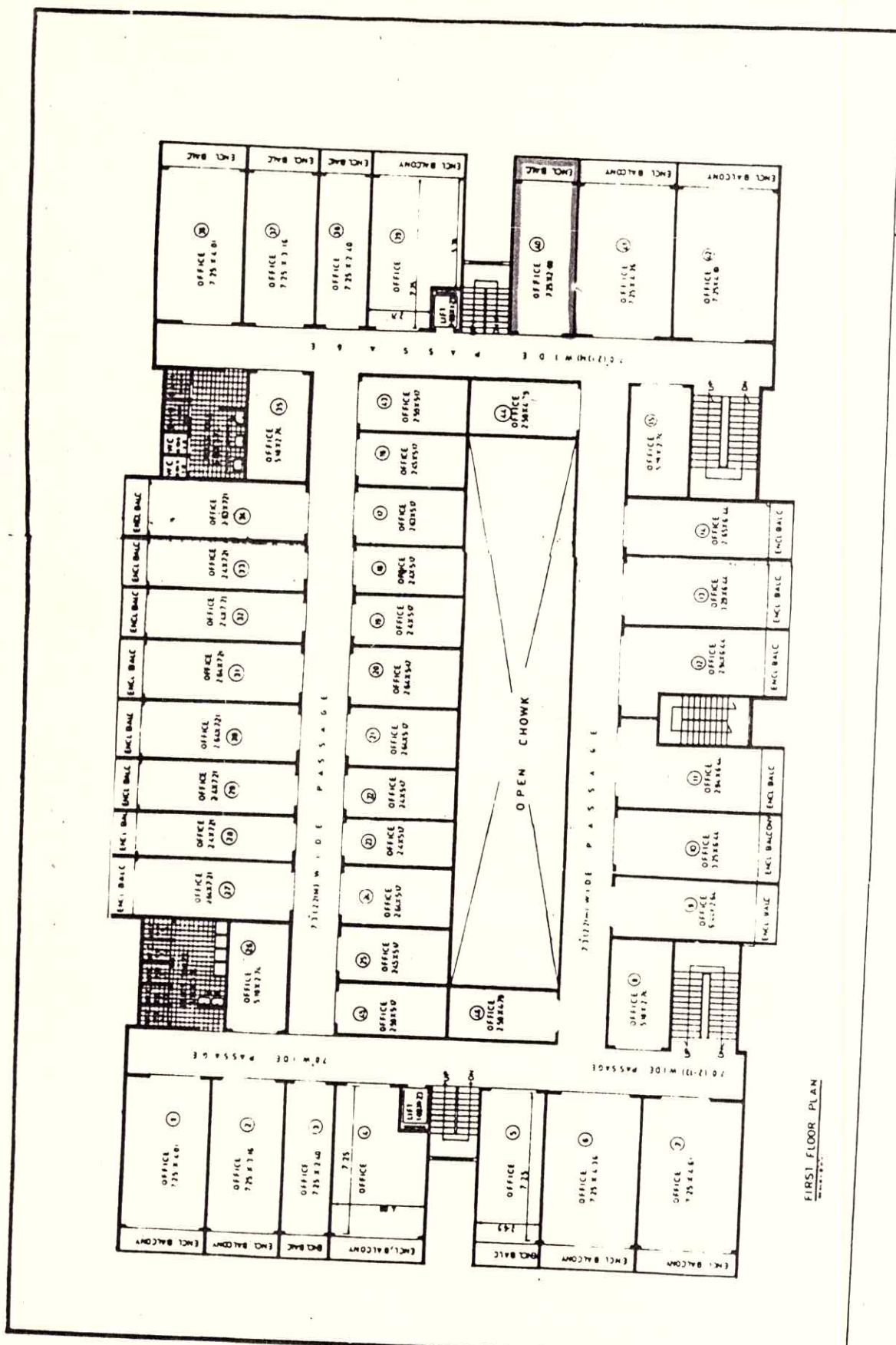
SIGNED SEALED AND DELIVERED BY)
THE withinamed Jai Bhavani Enterprises)
Prop. Manilal Desraj Chhedathe member in the)
presence of)



[Handwritten signature]
एनय डेवराय चिखले
एनय डेवराय चिखले

ACKNOWLEDGED to have received from the)
member an aggregate sum of Rs. 75,260/- (Rupees)
Seventy five thousand two hundred sixty only) as within) Rs. 75,260/- /-

WE SAY RECEIVED



FIRST FLOOR PLAN

PROPOSED BUILDING ON PLOT NO.73 SECTOR 17
 DISTRICT BUSINESS CENTRE VASHI NEW BOMBAY

