

## नमुना "क"

### APPENDIX

1. The tenement shall be taken possession of and occupied by the allottee within 15 days from the date of allotment.
2. (1) The allottee shall satisfy himself about the construction, material used in construction, design, workmanship, fittings, fixtures and the like before taking over possession of the tenement.  
  
(2) If any defect in any of the matters referred to in clause (1) is brought to the notice of the Chief Officer within a period of three months from the date of taking over possession, it shall wherever possible be rectified by the Board without further charge to the allottee; and in other cases, such allottee shall be entitled to receive reasonable compensation for such defects.  
  
(3) Where there is a dispute as regards any defect in the building relating to any of the matters envisaged by clause (1) or as to whether it is reasonably possible for the Board to rectify the defect or as regards the reasonableness of the compensation payable in respect of such defect which cannot be or is not rectified by the Board, the matter shall be referred for decision, with the approval of the Government, to an officer not lower in rank than a Superintending Engineer in the Buildings and Communications Department of the Government as the Board may be order specify within a period of six months from the date of handing over possession. The Officer so specified shall after enquiry record his decision which shall be final.
3. The allottee shall use and occupy the tenement for the purpose of residence only.
4. (1) On allotment of the tenement, all the allottees in building or a group of buildings shall form a housing society or a company and produce a certificate from the Registrar of the co-operative Societies of the registration of the Housing Society, or as the case may be, from the Registrar of companies regarding registration of the Company.  
  
(2) If the allottees agree that after paying the full purchase price of the building and all outstanding dues payable to the Authority, they would like to be governed by the provisions of the Apartment Act, the Authority shall, after all the allottees have paid the full purchase price and all outstanding dues, submit the building to the provisions of the Apartment Act, by duly executing and registering a Declaration as provided in that Act, and thereupon the allottees shall governed by the provisions of that Act.  
  
(3) It shall entirely rest with all the allottees to decide whether they shall form a housing society or company or be governed by the Apartment Act. The decision once made shall be final.
5. On receipt of intimation regarding registration of the housing society or company by the allottees, or intimation that the allottees have elected to be governed by the Maharashtra Apartment Ownership Act, 1970, the Board shall take all necessary steps to lease the land underneath the building and appurtenant thereto to the housing society, company or the Association of apartment owners for a period of 90 years and to convey to the said Society, Company, or as the case may be, the Association aforesaid, its rights, title and interest in the building containing the tenements and execute the necessary document in that behalf and deliver all documents of title relating to the building aforesaid to the said housing society, company, or as the case may be, the Association of apartment owners. All charges incurred by the Board for such conveyance including professional charge shall be borne by the housing society, Company or the Association as the case may be.
6. The Society, Company or the Association shall pay the lease rent at 2 ½ per cent of the amount of the premium of land per annum. Till such time, the Society or Company of the allottees is formed and registered, or the Association is formed and indenture of lease is executed, the allottee will have to pay the ground rent to the Estate Manager (concerned) Mumbai Housing and Area Development Board, regularly not later than 5<sup>th</sup> of

every month commencing on the date of allotment of the tenement. The ground rent is as fixed will be applicable.

7. The housing society, company or the allottees till the Association is formed will be responsible for the payment of all the taxes, cesses, impost and other dues to the local authority and Government, as the case may be. In order to enable the housing society, company or the Association of allottees to fulfill its or their duties as a lessee of the Authority, the allottee shall pay to the housing society or company or the Authority at the proper time and place his share of the municipal taxes, water and electricity charge, ground rent, share of common services i.e. common lights, sweeper, watchman and the like and his share of the other public charges due, in respect of the land and the building and other dues payable if any.
8. The maintenance and management of tenements in the building and the land underneath and appurtenant thereto will rest with the society, company or association, as the case may be, and the Board will not have any concern whatsoever or be responsible in any manner in this respect.
9. The society, company or Association when formed and registered shall have to get the building insured at its own cost, and the allottee shall have to pay to the Society, Company or Association his proportionate share of the same.
10. The allottee shall be governed by the provisions of the Maharashtra Housing and Area Development Act, 1976 as amended from time to time and the Maharashtra Housing and Area Development (Estate Management, Sale, Transfer and Exchange of Tenements) Regulations, 1981, till the building is duly conveyed to the Society, Company or Association, as the case may be.

(A.) If the allottee fails to pay any installment or any other dues of the Authority on the due date, the Authority, without prejudice to any other remedy available to it shall be at liberty to recover the same together with interest thereon at the rate of 13.5% percent per annum as arrears of land revenue under the provisions of section 67 and 180 of the Maharashtra Housing and Area Development Act, 1976.)

+ Inserted by notification no.MH/EMR/1083/8474/EM-9 dated 27-11-1984.

11. The sale price of the tenement communicated in the offer of allotment has been fixed tentatively and if after receipt of final bills for the construction of the tenements or payment of interest on the amount of loan taken for the construction of these tenements or for expenditure incurred on supervision and maintenance the Board considers it necessary to revise the price tentatively fixed it will do so and determine the final price payable on allotment and the allottee shall be bound by such determination and shall have to pay on demand the difference, if any, between the final price determined and the price paid by the allottee.
12. If any allottee surrenders the tenement before the conveyance is passed on to the society, Company or the Association his entire period of stay will be treated as on rental basis, and he will have to pay the economic rent for the said period which will be deducted from the amount of the price paid by him. For such surrender, the allottee shall give three clear calendar months' notice to the Board, failing which a further sum equivalent to three months' economic rent will be deducted from the price paid by him before it is refunded.

I accept.

Applicant's Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_