



MEMBERSHIP FORM (NORTHERN HEIGHTS)

MASS HOUSE BUILDING COOPERATIVE LTD.

116 – 1ST. FLOOR, NORTH BLOCK, BAHU PLAZA, RAIL HEAD COMPLEX, JAMMU.

1. Name (BLOCK LETTERS) _____

2. Father / Husband (NAME) _____

3. Residential Address _____

4. Address for Correspondence _____

5. Office Address _____

6. Applicant's Age _____

7. Nominee _____; Age _____; Relationship With Applicant _____

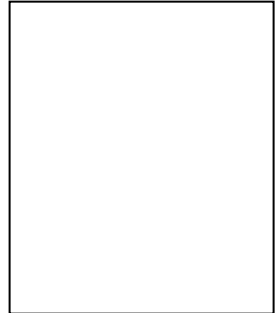
8. State Subject Holder Yes / No (Enclose Attested Copy)

9. Occupation _____

10. Other Source of Income _____

11. Phone No.s (RESI) _____(O) _____ MOBILE _____

12. E-mail: _____



I do hereby solemnly declare that I have made true statement of facts and no material information has been concealed. In case any information found to be not true, I shall be liable to abandon all claims on the Flat / Plot allotted to me and the decision of the Cooperative in this regard shall be final and binding on me. I hereby solemnly undertake to abide by the terms and conditions of the Mass House Building Cooperative Ltd. and amendments made by time to time.

WITNESSES

SIGNATURE OF APPLICANT

<u>For Office Use</u>	
Membership Fee:	_____
Receipt No:	_____
Membership No.	_____
	Signatures



**REQUEST FOR ALLOTMENT OF FLAT AT NORTHERN HEIGHTS
MASS HOUSE BUILDING COOPERATIVE LTD.
116 – 1ST. FLOOR, NORTH BLOCK, BAHU PLAZA, RAIL HEAD COMPLEX, JAMMU.**

DEAR SIR,

I REQUEST YOU TO ALLOTE A RESIDENTIAL APARMENT AT NORTHERN HEIGHTS, BANTALAB (VILLAGE THATHAR), JAMMU AS PER DETAILS :-

	Flat No.	Amount (Rs.)
TYPE (A) FLATS :- (THREE BEDROOMS, THREE BATHROOMS, DRAWING ROOM, DINNING / LOBBY, KITCHEN & STORE).	<input type="text"/>	<input type="text"/>
TYPE (B) FLATS :- (TWO BEDROOMS, TWO BATHROOMS, DRAWING ROOM, DINNING / LOBBY, KITCHEN & STORE).	<input type="text"/>	<input type="text"/>
TYPE (C) FLATS :- (TWO BEDROOMS, BATHROOM, DINNING / LOBBY, KITCHEN & STORE).	<input type="text"/>	<input type="text"/>

A SUM OF Rs. _____ (RUPEES. _____) VIDE DEMAND
DRAFT / CHEQUE NO. _____ DATED. ____/____/____ DRAWN ON. _____ AS APPLICATION
/ BOOKING AMOUNT FOR THE ALLOTMENT OF RESIDENTIAL APARTMENT AT NORTHERN **HEIGHTS**,
BANTALAB (VILLAGE THATHAR), JAMMU.

MY PARTICULARS ARE GIVEN BELOW,

NAME :- _____

S/W/D OF :- _____

RESIDENTIAL ADDRESS :- _____

PHONE :- (RES). _____ (O) _____ (MOB). _____

I SOLIMNARY AGREE TO ABIDE BY THE ARTICLES OF ASSOCIATION, RULES AND REGULATIONS, TERMS AND CONDITIONS OF THE MASS HOUSE BUILDING CO-OPERATIVE LTD.

NOTE :- ALL PAYMENTS ARE TO BE MADE IN FAVOUR OF **MASS HOUSE BUILDING CO-OPERATIVE LTD.** ALLOTMENT IS SUBJECT TO REALISATION OF CHEQUE

Dated :-

Signature :-

TERMS & CONDITIONS (NORTHERN HEIGHTS)

Terms and Conditions for the Members/Nominal Members of Mass House Building Co-operative Limited for registration/allotment of Residential Apartments at Northern Heights, Bantalab (Vill. Thathar), Jammu.

1. All the members should abide by the Article of association of the Mass House Building Co-operative Ltd. and declare their commitment to the principles of co-operation.
2. The member agrees to pay in addition all such other Government charges, rates, wealth tax or taxes of all and any kind by from the date of this application in proportion to the area of the apartment prior to the execution of the sale deed. In the event of any increase, such charges shall be treated as unpaid sale price of the apartment and the co-operative shall have lien on the apartment of the member for recovery of such charges.
3. The member agrees that all rights including the ownership of land, facilities and amenities other than those within the said apartment shall vest solely, with the co-operative and the co-operative shall have the sole and absolute right to deal in any manner with such land, facilities and amenities.
4. The member confirms that he / she has/ have not made any payment to the co-operative in any manner whatsoever and the co-operative has not promised or represented or given any impression of any kind whatsoever that the member has / have any right, title or interest of any kind whatsoever in any lands, buildings, common area, facilities and amenities except the use of common area for the purpose of direct exit to the nearest public street, nearest road to be identified by the co-operative in its sole discretion. The member agrees that such identification by the co-operative in its plans now or in future shall be final award binding on the member.
5. The member shall pay, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of lease deed of the apartment in favour of the member which shall be executed and got registered after receipt of the full consideration of price, other dues and the said charges and expenses as may be payable or demanded from the member in respect of the apartment.
6. The provisional and / or final allotment of the apartment is entirely at the discretion of the co-operative and the co-operative has a right to reject any provisional and / or final allotment without assigning any reason thereof.
7. The member agrees and has / have understood that the time of payment of the co-operative being the essence of this transaction, it shall be incumbent upon the member to strictly comply with terms of payment and other terms and conditions of the allotment and sale. In the event of delay in payment of any of the installment up to 10 days the member shall pay interest @ 15 % per annum to the co-operative. In event of delay in payment of installment is more than 90 days the member agrees and confirm that the allotment may be cancelled and earnest money / booking amount along with the interest of the delayed payment and installments paid till default be forfeited and the member shall be left with no lien or right title interest or any claim whatsoever nature of the apartment .In case the member or the allottee is interested to get the flat / unit finished additional work through the co-operative in that event the member shall deposit the cost of finishing within ten days from the date of estimate cost of finishing /additional work other wise the co-operative is at liberty to charge interest on the unpaid amount @ 15 per annum. The co-operative shall thereafter be free to resell and or deal with the said apartment in any manner whatsoever its sole discretion .The amount if ,any paid over and above the earnest money , processing fees, interest on delayed payments etc. would be refunded by the co-operative to the member after realizing such amount upon resale of the apartment. The member agrees and confirms that in the event of cancellation of the allotment as mentioned above the member shall not be entitled to any interest or compensation of whatsoever nature. The co-operative shall have the first lien, or charges on the apartment and all its dues payable by the member to the co-operative.
8. The member undertakes to join any association/ committee of members of the Northern Heights there of and complete such documentation and formalities as may be deemed necessary by the co-operative in its sole discretion for its purpose. The member further undertakes to contribute his share to maintain and manage the premises of the Northern Heights which will be constituted amongst the occupant members of Northern Heights.
9. The members further undertake to pay maintenance security of Rs. 10,000/- (Ten Thousand Only) at the time of registration of apartment. This amount will work as corpus fund with the respective welfare association to meet out and cost of maintenance as may be mutually decided by the members
10. The member agrees that the co-operative may at its sole discretion and subject to applicable laws, notification and instructions as may be issued by the government or any other authorities permit the member to get the name of his / her nominees substituted in his/ her place, subject to such terms and conditions and purposes as the co-operative may impose , any addition or deletion and the name of the member as registered and mentioned in the application made to the co-operative herewith subject to such terms and conditions and charges . However, in the event of such transfer or substitution amongst the immediate family members (parents, spouse and sibling), only 25% of the

normal charges of fees shall be payable. The decision of the co-operative in regard to the payment of the charges or fees and other conditions applicable shall be final and binding on the member. The member shall be solely responsible and liable for legal / monetary or any other consequences that may arise from such nominations, substitutions or transfer. It is understood by the member that the claims, if any, between the transferor and transferee as a result of subsequent reduction or increase in the apartment area or its location or due to any other reason, shall be settled between the transferor and the transferee and the co-operative will not be a party to the said claims/ disputes

11. The member agrees and confirm that, if as a result of any legislation, order, rules or regulations made or issued by the Government or any other authority or if the competent authority refuses, delays, withholds, denies the grant of necessary approvals of the said apartment / building or if any matter, issued related to such approval, permission, notice or notifications by the competent authority becomes subject matter of any suit, writ, or any other kind of a petition before a competent court due to force major condition, the co-operative after provisional and final allotment is unable to deliver the apartment / parking space to the member for his / her occupation and use, the member agrees that the co-operative shall be liable to refund the amounts received from the member without any interest or compensation whatsoever.
12. The co-operative and the member hereby agree to that the amount paid with this application and the installment, as the case maybe constitute the earnest money/booking amount the member hereby authorize the co-operative to forfeit the earnest money along with the interest on delayed payments incase non fulfillment of the terms and conditions herein contained.
13. The co-operative endeavor to complete the construction of the said building / apartment within a period of as specified in payment plan from the date of execution of the allotment subject to timely payment by the member applicable to him / her or demanded by the co-operative. The co-operative will hand over possession of the apartment to the member for his / her occupation and use and subject to the member having complied with all the terms and conditions of allotment. In the event of his/ her failure to take over hand and or / occupy and use the apartment provisional and / or finally allotted with in 30 days from the date of intimation in writing by the co-operative, then the same shall lie at his / her risk and cost and the member shall be liable to pay to the co-operative holding charges which will be decided by the managing committee of Northern Heights.
14. The member agrees that upon completion of the said building the member shall enter into a maintenance agreement with the managing committee of Northern Heights.
15. The site for School, Children's Park, and Lawn & Jogging Track for the residents of Northern Heights is already earmarked and would be coming up after the completion of construction of the Flats / Project at Northern Heights. All the above facilities shall be available to the member for lawful use, after payment of necessary charges for use of these facilities.
16. Facilities such as Conference Hall, Health Club Swimming Pool, Sauna & Steam Bath, Tennis Court, Badminton Court, Library, Internet Café and Restaurant shall be provided to the persons who will become the members of the respective Club formed by the Cooperative after paying the Membership Fee as decided by the co-operative and the decision for the admission of the members shall be with the Board of Directors of the Cooperative & the infrastructure of these facilities shall come up after the completion of the project i.e. construction of flats, roads, and park.
17. The member hereby authorize and permit the co-operative to raise finance / loan from any financial institution / Bank by way of mortgage / charges/ securitization of receivable of his / her apartment subject to the apartment being free of any encumbrances at the time of execution of lease deed. The co-operative / financial institution/ bank shall always have the first lien/ charges on the said apartment for its dues and other sums payable by the member in respect of the loan granted for the purpose of the construction of the said building / complex. In case of the member who has opted for long term payment plan arrangement with any financial institutions/ banks, the conveyance of the apartment in favour of the member shall be executed only upon the co-operative receiving "No Objection Certificate" from such financial institutions / banks.
18. The member shall inform the co-operative in writing any change in the mailing address mentioned in this application failing which all demands, notices, etc. by the co-operative shall be mailing to the address given in this application shall deemed to have been received by the member. In case of joint allottees, all communication shall be sent to the first named member in this application.
19. The member has understood to have seen and accepted the Plan, Design, Specification which are tentative and the member agrees that co-operative may effect any necessary alteration and modification in the layout plan, building plan, designs, specifications if any when found necessary as the co-operative may deem fit or as directed by the JDA. However in the event as a result of such alternation/ modification resulting in the deviation in area of apartments, the deviation may be restricted to 8% of the whole area of the apartment.
20. The purchaser of the Flat / Unit shall be under legal obligation to get his / her Flat / Unit insured every year against the risks of Earthquake, Fire, Flood & Other such hazards and from any other incident and the copy of the said insurance certificate shall be delivered to the co-operative at least seven days before it expire, in case of non

compliance of this clause, " The co-operative shall not be responsible for any damages due to natural or unnatural consequences what so ever".

21. The member shall from the date of possession maintain, at his own cost, the said apartment's periphery walls and partition walls, drain, pipes and appurtenances thereto in a good and tenable condition and shall not put up any sign board, neon light, or advertisement material, etc. on the periphery walls of the apartment, external façade or common area of the building. The member shall not carry out any alterations in the apartment nor remove any walls or change the position of the doors and windows of the apartment without the prior approval in writing from the co-operative.
22. The member agrees that lease of the apartment is subject to force major clause which inter-alia includes delay on account of non availability of steel and / or cement or other building material , water supply or electric power or slow down strike or due to dispute with the construction agencies employed by the co-operative , civil commotion or by reason of war and enemy action or earthquake or any act of god.
23. The co-operative shall in its sole discretion be entitled to appropriate the money received from the member towards any account and the appropriation so made shall not be questioned by the member. The member hereby agree that incase any interest is payable by the member, the co-operative shall have the rights to adjust any money paid by the member first towards the interest liability and the balance, if any, shall be adjustable towards other dues payable by the member to co-operative.
24. The member under takes to procure a power connection from the power department of his own for the electrification of his apartment.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions including the interpretation and validity of the terms there of and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration .The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments / modification thereof for the time being in force.

I have read and understood the terms and conditions from S.No.1 to 25 above and have affixed my signature on each page in acceptance of the above terms and conditions

Signature of Member