

KAVERI COOPERATIVE GROUP HOUSING SOCIETY LTD.
[REGN. NO. 713(GH)]

DOCUMENTS REQUIRED FOR TRANSFER OF MEMBERSHIP.

1. Application Form for Membership (2 original copies filled - format given below).
2. BIODATA Form (2 original duly filled -format given below).
3. AFFIDAVIT on Rs. 50.00 Stamp Paper Notarized- one original and one photocopy-(format given below).
4. Agreement on Rs. 50.00 Stamp Paper Notarized (format given below).
5. Declaration Under Rule 27 in respect of Joint Membership on Rs. 10.00 Stamp Paper Notarized.(format given below)
6. Photocopy of the Sale Deed.
7. Proof of Residence in Delhi for 3 years (voter ID/Passport etc.).
8. Cheque in favour of Kaveri CGHS Ltd. for Rs. 500.00.
9. Cheque in favour of Kaveri CGHS Ltd. for Rs. 110.00.
10. One passport size photograph.
11. Covering Letter.

KAVERI COOPERATIVE GROUP HOUSING SOCIETY LTD.
[REGN. NO. 713(GH)]

To
The President/Hon. Secretary,
Kaveri Co-operative Group Housing Society Limited, New Delhi.

Dear Sir,

I request you to enroll me as a Member of your Society. I have read the Bye-Laws of the Society and undertake to abide by them. I am giving below my Bio-data and Declaration as under. I will tender the Affidavit, Declaration, Agreement, fee and Share Money as soon as I am required to do so by the Society.

1. Name (in Block Capitala) _____
2. Father's Name/Husband's Name _____
3. Age & Date of Birth _____ -
4. Occupation _____
5. Present Address _____

6. Permanent Address _____

7. Monthly Income _____ 8. No. of Shares (in words) _____
9. Name of Nominee _____
10. Relationship _____ Age _____

Father's/Husband's Name _____

Occupation _____ Address _____

Declaration:

- (1) Neither I nor my spouse nor dependent relations (including unmarried children) is a member of any of the group housing/house building society functioning in the NCT of Delhi.
- (2) Neither I nor my spouse nor dependent relations (including unmarried children) own a residential house or plot in the NCT of Delhi.
- (3) Neither I nor my spouse nor dependent relations (including unmarried children) is a Member of joint family which owns the house or flat in the NCT of Delhi.
- (4) In case I or my spouse acquire residential plot or flat during the Membership of the Society from any other source, I shall inform the Society and Lt. Governor, Delhi about the same within one month.

Dated: _____

Your's faithfully

MEMBER'S BIO-DATA

Membership No:

1. Full Name: _____

2. Father's/Husband's Name: _____

3. Date of Birth: _____ 4. Caste: _____

5. Profession: _____ 6. Monthly Income: _____

7. Present Address: _____

8. Permanent Address: _____

9. Telephone/Mobile Number: Office: _____ Residence: _____

10. Are you related to any of the Members of this Society: [YES/NO]

11. Nominee's particulars:-

(a) Full Name of the Nominee: _____

(b) Nominee's Father's/Husband's Name: _____

(c) Nominee's relationship with the Member: _____

(d) Nominee's Date of Birth: _____

(e) Nominee's occupation, if any: _____

(f) Nominee's present address: _____

(g) Nominee's Permanent address: _____

Signature of the Member/Applicant

Date: _____

Place: _____

AFFIDAVIT

Affidavit of MR./MRS./MISS.S/O D/O W/O MR.
& MR./MRS./MISS.S/O D/O W/O MR.,
presently residing at

I/WE,.....S/O W/O D/O MR.
&.....S/O W/O D/O MR.
has/have purchased the FREE-HOLD FLAT NOCATEGORY FLOOR, KAVERI
APARTWMENTS, PLOT NO 4, SECTOR-6, DWARKA, NEW DELHI – 110075 from MR./MRS./MISS.
.....S/O D/O W/O MR.
through the SALE DEED duly registered (NO Dated) on
..... in the Office of “.....”
on

1. THAT, except the flat No situated in Kaveri Co-operative Group Housing Society Ltd. Plot No 4, Sector-6, Dwarka, New Delhi – 110075, neither I nor my wife own either in full or part either on lease hold basis or free hold basis, any plot of land or house in Delhi/New Delhi/Delhi Cantonment.
2. THAT neither I nor my wife is a member of any other House Building/Group Housing Society functioning in Delhi/New Delhi/Cantonment.
3. THAT neither I nor my wife is a member of Hindu Undivided family which owns either in full or in part, either in lease hold or on free hold basis any plot of land or house in Delhi/New Delhi/Cantonment.
4. THAT I/WE will inform the said Society as well as the Lt. Governor of Delhi within one month of any plot/ flat or land or house is acquired by me or my wife in Delhi/New Delhi/Cantonment.
5. THAT I/WE am/are in possession of Share Certificate of the Society issued to the original allottee of the flat under reference as the same was given to me/us at the time of purchase of the flat.

DEPONENT

(.....)

Verification:-

I/WE, (1)S/O W/O D/O MR.
(2)S/O W/O D/O MR. do hereby solemnly affirm and
declare that the above facts are true and correct to the best of my/our knowledge and belief and nothing has been concealed and suppressed.

Verified at New Delhi on day of

DEPONENT

(.....)

AGREEMENT

AND WHEREAS the Society is a Cooperative Group Housing Society, duly registered under and governed by the Delhi Cooperative Societies Act, 1972 and the Rules framed there under and the registered Bye-Laws of the Society bearing the Registration Number 713 (GH).

AND WHEREAS the Member had applied for and was granted membership of the Society which is still subsisting as Membership No

AND WHEREAS by and under the indenture of lease dated the 27th February, 1996 the Society has obtained perpetual lease-hold rights from the President of India in respect of 14,500 Square Meters of land situated at **PLOTNO 4, SECTOR-6, DWARKA, NEW DELHI – 110075** for the purposes mentioned therein, primarily for the purpose of constructing blocks of residential buildings containing 195 flats/dwelling units on group housing basis for being allotted to the eligible members of the Society.

AND WHEREAS the said flats/dwelling units shall be allotted to the members subject to their fulfilling the condition of eligibility to such allotment and the terms and conditions embodied or referred to in this Agreement.

AND WHEREAS both the parties to this Agreement have clearly read and understood the contents thereof, the provisions of the Delhi Co-operative Societies Act 1972, the Rules framed there under, the Registered Bye-Laws of the Society, the indenture of Perpetual lease dated 27th February 1996, and the directions issued by the Registrar of Cooperative Society, Delhi from time to time and agree to abide by the terms, conditions and directions contained therein.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **THAT** the Member shall, at all times, observe and act in conformity with the Bye-Laws of the said Society in force, including the Regulations of the Society;
2. **THAT** the Society may, from time to time, with the previous consent in writing of the Registrar of cooperative Societies, Delhi make any new Regulation(s) or modify, alter, amend or rescind any of the Bye-Laws, Rules and Regulations;
3. **THAT** the Member hereby undertakes to act in compliance of all the Acts, Regulations, Bye-Laws, Rules and conditions as may be in force from time to time enacted by any local/public authority of the Government of Delhi/Delhi Administration or of the Central Government.
4. **THAT** subject to the covenants contained herein before and hereinafter to be strictly observed on the part of the Member, the Society shall permit the Member to use and occupy its premises in flat No H-304;
5. **IT IS CLEARLY UNDERSTOOD BY AND BETWEEN THE PARTIES** that the occupation by the Member of the said premises/flat is subject to the control and restrictions and rights of the Society in its status as the principal lessee of the land and apartments. Society shall have the right to terminate the occupation for good and sufficient reasons with prior intimation to the Member and after giving an opportunity to the Member to whom the premises/flat stands allotted;
6. **THAT** on termination as mentioned in Clause – 5, the Member shall be bound in law to hand over vacant and peaceful possession of the said premises/flat to the Society, without prejudice to the right of the Society to claim from and collect/realize any money that may be due to the Society on account of increase in the cost of the premises/flat if any, unpaid amount in respect thereof, unpaid economic rent, instalment(s) of principal together with interest thereon, and the insurance or compensation for any damage that might have been caused or allowed to be caused by the Member to the said premises/flat the quantum whereof shall be determined and decided by the Managing Committee of the Society which shall be final and binding on the Member;

7. **THAT** in the event of death of a Member the person on whom the right of the deceased devolve shall, within three months of devolution, give notice of such devolution, along with documentary proof to the Society;
8. **THAT** the Society agreed to provide the Member necessary certificates in respect of issue of certified copy of share certificate, type of flat for which the Member is eligible, details in respect of payment made by the Member to the Society towards the project of the Society from time to time, details of the layout and building plans of the project of the Society, copy of the Bye-Laws, copy of the perpetual lease deed, and any other information, which may be required from time to time by the Member for any statutory/legal obligations;
9. **THAT** the Member shall not use the flat for any other purpose whatsoever other than as a private dwelling house in the occupation of one family or for any purpose from which a nuisance can arise to the occupiers of the other flats in the Society/Colony or in the neighborhood or for any illegal or immoral purpose;
10. **THAT** the Member shall not in any manner whatsoever part with the possession of the said premises/flat or part any thereof without the prior consent in writing of the Society;
11. **THAT** in case the premises/flat is proposed to be given on rent, the same shall not be done otherwise than through a tripartite agreement, entered into with the participation of the Society, the Member and the prospective tenant, under the aegis of the Society. In case any amount stands debited by the Society to the account of the Member, the Society shall have a lien over the rent and the Society shall be entitled to recover the same from the tenant and adjust the same against the debt outstanding;
12. **THAT** the Member shall not make or permit to be made any alteration in or addition to the premises/tenement nor shall erect or place or maintain or permit to be erected or maintained thereon any building, shed or hoarding of any kind whatsoever or cut, main or injure or suffer to be cut, manned or injured any wall or timber thereof not erect or permit to remain on the tenement any fence;
13. **THAT** the Member shall not build on the premises/tenement or otherwise stop or obstruct access to any light or air belonging to or being enjoyed by any premises, the estate or interest whereof with regard to possession or reservation may be in the Society or any person or persons in trust for the Society;
14. **THAT** the Member shall not make any change in the exterior finish/colour of the flat/building and painting of the exterior side of windows/doors should be in conformity with the colour prescribed by the Society;
15. **THAT** subject to the prior approval of the statutory authorities, the Society shall, at all times, have the power to deal with as it may deem fit, any land, premises adjoining opposite to or near the premises/tenement and to erect or suffer to be erected any building on such adjoining, opposite of neighboring land or premises whatsoever;
16. **THAT** the Society shall have the right of using any common area for overall welfare of the Society Members;
17. **THAT** the Member shall not encroach any common area, including terrace, garden etc. as the entire common area, terrace and garden etc. are under the control of the Society;
18. **THAT** the Member shall permit the Society and its agents and all persons authorized by it, along with necessary workmen as may be necessary, at all reasonable times to enter upon the premises/tenement for taking inventories of the fixtures therein and to execute repairs alterations thereon or to the adjoining premises or the sewer and drains thereof;
19. **THAT** the Member will keep/cause to keep interior of the premises/tenement licensed to him and the fittings and fixtures therein in condition at all times;
20. **THAT** in the event of default by any member in regard to the maintenance of the premises/tenement or any part thereof, the Society shall have the right to enter upon the premises/tenement and repair and maintain the same at the expense of the licensee and recover the expenditure on such repairs and maintenance from the licensee, and the decision of the Society in this regard shall be final and binding on the Member;
21. **THAT** the Member shall not throw any garbage from the balconies or windows and in any public places or in the drainage system and shall observe the procedure of disposal of garbage as may be prescribed by the Society from time to time;

22. **THAT** the Member shall not bring or cause to be brought on the premises/tenement any dirt, dust, refuse, soil, clay or waste of any kind or damage or cause it to be damaged in any manner whatsoever;
23. **THAT** the Member shall not place or cause to be placed any furniture, package or objects of any kind in the common areas;
24. **THAT** the Member shall not store any prohibited articles such as inflammables, explosives, dangerous goods etc;
25. **THAT** the private vehicles belonging to the Members only will be parked at the area earmarked/specified by the Society;
26. **THAT** the gardens, grounds, hedges, fences etc shall be maintained by the Society. No member shall do any act that may deface or damage the garden;
27. **THAT** the Member shall not do or suffer anything to be done on the premises/tenement which, in the opinion of the Society's Managing Committee, may be deemed as nuisance, annoyance or inconvenience to the occupiers of the adjacent flats/premises or the neighborhood or prejudicial to the safety and maintenance of the Society's property;
28. **THAT** no outdoor games like cricket, hockey etc shall be allowed which may cause any loss or injury to the individual or premises of the Society;
29. **THAT** the Members having pets should ensure that they do not cause any inconvenience/injury to the other occupants of the Society and they should also observe the statutory regulations in respect of pets;
30. **THAT** the Members shall observe general rules of cleanliness, health and sanitation;
31. **THAT** the Member shall not induct any person into the property whose activities will be prejudicial to the interest of the Society. If the Member inducts any person who misconducts, the Member shall be responsible for acts and deeds of such misconducts;
32. **THAT** the Member shall, from time to time, submit a list of his family members who are going to permanently stay with him/her in the flat allotted to him/her;
33. **THAT** the Member shall observe the rules laid down by the Society to regulate entry of personnel, including service personal and servants;
34. **THAT** the entire property and the common services shall be administered by the Society and the Members shall regularly pay their respective share of the expenses of the said common services as may be determined by the Managing Committee of the Society from time to time, whose decision, in that regard shall be final and binding on the Members. An illustrative list of common service items involved is set out in the Schedule-I annexed hereto;
35. **THAT** the Member shall pay to the Society his/her proportionate share on the basis of the demand of Delhi Development Authority or other statutory Authorities for lease money, rents, rates and taxes, insurance premium etc, payable by the Society, which are of the nature not directly attributed to individual Members. However, it will be the responsibility of individual Member concerned to pay all taxes etc raised on him/her directly by any statutory Authority;
36. **THAT** the Society may require the Members to set apart and keep an amount to be determined and fixed by the Society which shall be payable by the Member towards creation of a "SINKING FUND" to be established for replacement of capital goods like pump sets, DG sets, ESS equipments, water maintained electric cables etc. The actual charges in this regard shall be worked out and intimated to the Members and the Members shall make such payment to the Society accordingly;
37. **THAT** the Member shall appropriate charges in the event if it is decided to provide any extra facilities like EPABX, Cable Network, Club, Library, Dispensary, Co-operative Store etc;

38. **THAT** the dues payable to Society along with due dates of payments will be notified to Members by the Society from time to time in the form of Circulars. If the Members obligation to pay the amount of due dates, but in any case, not later than 15 days from the due date of payment. In case of delays in payments of more than 15 days, interest as applicable will be charged. In case of persistent defaults action will be taken against those Members as per the Bye-Laws of the Society and Delhi Co-Operative Rules/Act, in addition to suspension of services to them by the Society;
39. **THAT** in respect of any matter which has not been covered under this Agreement, the decision of the General Body shall be final and binding on the Member;
40. **THAT** except where otherwise provided for in this Agreement or in any law for the time being in force, all questions and disputes relating to the meaning of the provisions hereof any question, claim, right, matter of thing whatsoever, in anyway arising out of or relating to the affairs of the Society, shall be referred to the Registrar of Co-Operative Societies, Delhi, under the Delhi Co-operative Societies Act, 1972, for determination;
41. **THAT** the Registrar may decide such matters himself or refer the same to one or more Arbitrators as provided under Section 61 of the said Act;

IN WITNESS WHEREOF, the parties hereto have set their hands to these present the day month and year first above written.

Signed by: MR./MRS/
FOR AND ON BEHALF OF THE KAVERI CO-OPERATIVE GROUP HOUSING SOCIETY LTD.
(PRESIDENT/HON. SECRETARY/TREASURER)

Signed by: MR./MRS./MISS
FLAT NO KAVRI CGHS LTD., DWARKA, NEW DELHI – 110075.

IN THE PRESENCE OF:

WITNESS:

(1)

(2)

DECLARATION UNDER RULE 27 IN RESPECT OF JOINT MEMBERSHIP

WE, (1) S/O W/O MR. & (2) S/O W/O MR., both resident of and Member of Kaveri Co-operative Group Housing Society Limited, do hereby solemnly affirm that:-

THAT the name of MR./MRS./ S/O W/O of Mr. stand FIRST in the Share Certificate, the voting right shall be exercised by MR./MRS.

THAT all liabilities of payment and others will be borne jointly and severally by us as per DCS Act and Rules.

1. SIGNATURE:
NAME: MR./MRS.

2. SIGNATURE:
NAME: MR./MRS.

VERIFICATION:-

Verified at New Delhi on this day of that the contents of the above are true to the best of our knowledge and belief and nothing has been concealed and suppressed.

1. SIGNATURE:
NAME: MR./MRS.

2. SIGNATURE:
NAME: MR./MRS.