

Sub-Lease Agreement.

B.E.S.T. Sanman Co-op.  
Housing Society Ltd.  
Goregaon, Phase II.

BES & T Undertaking  
AGM(C)'S DRAWING OF  
Information Under  
RTI ACT - 2005

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ARTICLE OF AGREEMENT TO SUBLEASE made at Bombay  
 this Eleventh December One Thousand Nine Hundred  
 and Seventy-Four Between SHRI FURUSHOTTAM BALKRISHNA  
 KERRAR, General Manager, Bombay Electric Supply and  
 Transport Undertaking, for and on behalf of the Bombay  
 Municipal Corporation, a Corporation constituted under  
 the Bombay Municipal Corporation Act, 1888, hereinafter  
 called "the Sub-Lessor" (which expression shall unless  
 excluded by or repugnant to the context shall include  
 the said FURUSHOTTAM BALKRISHNA KERRAR or the person or  
 persons for the time being holding the office of the  
 General Manager or the Acting General Manager of the One  
 Part and Shri Rajaram Ramchandra Desai,

Chairman, THE BEST Sarman Co-operative Housing Society  
 Limited. a Society of the employees of the  
 B.E.S.S. T. Undertaking registered under the Maharashtra  
 Co-operative Societies Act, 1960, having its registered  
 Office at B 18/19, BEST Nagar II, Goregaon (West),  
 Bombay - 400 062.

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hereinafter referred to as "the Sub-lessee" of the Other Part.

WHEREAS the Sub-Lessor is the Lessee of a plot of land admeasuring 40,541.21 sq.mts. (48,495.00 sq.yds.) situate at Oshiwara Bridge, Goregaon from the Maharashtra Housing Board for a period of 99 years on a payment of Rs.6/- per sq.yd. as premium and yearly rent of Re.1/- AND WHEREAS the Sub-Lessor undertook constructing various buildings for the purpose of providing housing to its employees on co-operative ownership basis on a part of this land admeasuring 12437.17 sq.mts. (14,877.00 sq.yds.) approximately AND WHEREAS the Sub-Lessor offered these buildings after construction together with the plot on which the buildings stand to prospective societies of the employees of the B.E.S. & T. Undertaking in accordance with the Hire Purchase Housing Scheme Rules 1972 (hereinafter referred to as "the Rules") framed in that behalf by the Sub-Lessor a copy of whereof is annexed hereto and marked Exhibit I

AND WHEREAS the Sub-Lessee applied for buildings comprising of 80 flats of 'A' type and 120 flats of 'B' type.

AND WHEREAS the Sub-Lessor after verifying that the Sub-Lessee has fulfilled the necessary conditions laid down in the Rules has allotted 80 flats of 'A' type in Building Nos. A-13, A-14, A-15 and A-16 and 120 flats of 'B' type in Buildings Nos. B-15, B-16, B-17, B-18, B-19 and B-20 to the Sub-Lessee on the terms and conditions hereinafter mentioned to which the Sub-Lessee has agreed.

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RTI ACT - 20

NOW THIS INDENTITURE WITNESSETH AS FOLLOWS

1. The Sub-Lessee must ensure to the satisfaction of the Sub-Lessor that every member of the Sub-Lessee fulfils the conditions laid down in the Rules for becoming a member of the Society, viz. every member of the Sub-Lessee must have completed 5 full years in the Undertaking's service on the date of the issue of the circular inviting applications viz. 9th April 1973 and he should be a permanent employee on the said date or who is in the opinion of the General Manager likely to continue in the employment of the Undertaking without interruption for a considerable period or is likely to be made permanent and must not be a member wither by himself or through his wife, minor children or other dependents of any other housing Society in Greater Bombay. The tenant member of the Sub-Lessee must also be in the services of the Undertaking at the time of allotment of tenements by the Sub-Lessee to its tenant members except in the case of superannuation or in the case of the demise of the tenant member after the issue to him of allotment letter.

2. The Sub-Lessee shall occupy Buildings Nos. A-13, A-14, A-15 and A-16 and B-15, B-16, B-17, B-18, B-19 and B-20 allotted to it under this agreement for a period of 98 years and 364 days computed from 12 th December 1962.

3. The Sub-Lessee shall pay to the Sub-Lessor in advance an amount of Rs. 9,24,040 at the rate of Rs. 3,554 for each 'A' type flat and Rs. 5,331/- for each 'B' type flat being the initial deposit (which shall carry no

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interest) towards 25% of the cost of construction.

The Sub-Lessee shall also pay an additional Security Deposit which shall carry no interest and amount equivalent to three months' instalments for each flat under Rule 13 before the actual possession of the building is handed over which deposit is in addition to the deposit equivalent to three months' instalments paid by a member at the time of the formation of the Society and an amount of Rs.200/- per flat applied for out of which Rs.100/- per flat will be credited towards advance cost of construction and the balance amount of Rs. 100/- shall be given credit for to the Society in the last instalment of the amount to be paid by the Society towards cost of the flats and the said deposits equivalent to six monthly instalments will be adjusted /refunded to the Society after the entire loan amount with interest is repaid by the Society.

4. The Sub-Lessee shall during the period of 20 years repay to the Sub-Lessor an amount of Rs.27,71,600 (comprising of Rs.10,660 per tenement for 'A' type flat and Rs.15,990 per 'B' type flat) towards the cost of total number of flats being 75% of the cost of flats plus interest at the rate of prevailing bank rate in case of employees who are in service of the Undertaking (50% of the interest to be borne by Undertaking) and full interest at the rate of 3% over and above the prevailing bank rate in case of employees who cease to be in the service of the Undertaking, otherwise

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RTI ACT - 2005

than due to superannuation or death or invalidation, on the balance remaining unpaid thereof in equal monthly instalments. In case of the separated employee-member except due to Superannuation, death and invalidation, the Sub-Lessor shall adjust the balance due from the said employee-member from the final dues, gratuity and Provident Fund amounts payable by the Sub-Lessor to him, subject to the provisions of the Payment of Wages Act, P.F. Act and Scheme and Gratuity Act, in case of employees covered by these enactments. The Sub-Lessor shall recover the remaining amount in instalments and the amount of the instalments shall be decided by the Sub-lessor and it shall not exceed the usual monthly instalments.

The total cost of construction is inclusive of the cost of construction of common assets for the purpose of meeting common facilities to all the societies. Provided however, that the cost of construction which is estimated at present may have to be revised in view of the actuals and after the actuals are ascertained, the Sub-Lessee shall have to pay the balance to the Sub-Lessor for each tenement and vice-versa as herein above provided. The Sub-Lessee shall also pay such additional sum as may be ascertained if the premium is increased by the Maharashtra Housing Board.

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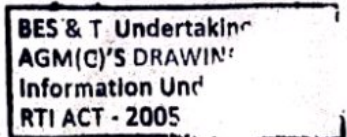
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5. The monthly instalment per flat shall consist of payment of 75% of the cost of construction of each flat, together with interest at the above rate per annum thereon on the reducing balance plus interest at the rate of bank rate on the development cost of the land and amount paid towards premium of the land at the rate of Rs.6/- per sq.yd. (subject to revision if the said is increased later on by the Maharashtra Housing Board) and common service charges and Administrative Charges at the rate of Rs.4/- and 6 per tenement for A and B type flat respectively to be revised by the Sub-Lessor if found necessary and municipal taxes and other taxes levied from time to time. The monthly instalment per 'A' type flat will be Rs. 126/- and Rs. 194/- per 'B' type flat as calculated on the above basis and will be subject to revision from time to time.

6. The Sub-Lessee shall deposit with the Sub-Lessor an amount equal to 3 monthly instalments as Security Deposit before actual occupation in addition to the deposit equivalent to three monthly instalments made by the members at the time of formation of the Society.

7. The Sub-Lessee shall be entitled to the ownership of flats and the common assets only after paying all the amount to the Sub-Lessor towards cost thereof as herein above provided till that time the buildings shall be deemed to be staff quarters of the Undertaking subject to the Rules and the Undertaking's General Occupancy Rules.

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8. The Sub-Lessee shall arrange to maintain common water supply and drainage installation, roads, yard lights, fencing, substation building, refuse bin and clean the premises outside the individual flats. It will be the responsibility of the Sub-Lessee to maintain and upkeep water tanks on terraces, external water and drainage lines fixed to the walls of the Buildings, ball valves and other controlling valves.

9. The Sub-Lessee shall be bound to pay to the Sub-Lessor every month estimated common service charges and administrative charges with the monthly instalments in advance. Common Service Charges such as water charges, electricity charges will be estimated by the Sub-lessor and recovered every month in advance on the 10th of every month and will be adjusted later with actuals.

10. The Sub-lessee along with other sub-lessees of the Sub-Lessor will be responsible jointly for the upkeep and maintenance of the joint services and shall share the maintenance and upkeep charges.

The maintenance and upkeep charges would mean:

i) charges for operation, of water pumps, drainage pumps, their repairs and maintenance.

ii) electrical energy consumption charges for yard lighting and operation of all pumps.

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iii) charges for repairs, maintenance and upkeep of external water lines upto the buildings, external drainage lines upto the buildings, fencing, gate, water tower, pump house, underground water tank, substation, refuse bin, roads, septic tank, sump well, yard lights, tree plants with fencings.

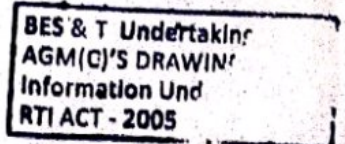
iv) charges for sweeping open spaces, roads, stair-cases and playgrounds.

v) charges for cleaning of water tanks, septic tank and sump well.

11. The com on service charges enumerated in Clause 10(i) to (v) shall be borne by the Sub-Lessee jointly with other Sub-Lessees, if any, in proportion of the flats occupied by it. For this purpose one 'B' type flat shall be considered as equivalent to 1.5 times 'A' type flat.

12. The records of the sub-lessee and the premises (including the residential premises) shall be made available for inspection at any time to the officer authorised by the Sub-Lessor in that behalf. The said officer shall inform the occupants of any tenement which he wants to inspect the fact that he is an officer of the Sub-lessor authorised to inspect the premises and on his doing so he shall carry out the inspection and make a report of his inspection to the Sub-lessor. On receiving such report, the Sub-lessor may require the Sub-lessee to clarify any point raised and to take action in respect of any breach reported which the Sub-lessee shall be bound to comply.

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13. No alteration to the existing buildings shall be permitted in the form of extension of premises, building of additional storey, enclosing verandah or any other work except the same is permitted by the Sub-Lessor and the Sub-Lessee agrees to incur additional expenditure towards construction as well as for the payment of additional municipal taxes of other duties.

14. The Sub-Lessee agrees that the Rules will form part of the bye-laws and the sub-lessee shall make such alterations in the bye-laws as required by the Sub-lessor from time to time which would not be inconsistent with the provision of the Maharashtra Co-operative Societies Act 1960. The sub-lessee further agrees not to modify the bye-laws, without prior approval of the sub-lessor.

15. Any further capital expenditure required by any law or by the rules of the local authority other than the one referred to above will be first estimated by the Sub-Lessor. The works will be executed only on receipt of such estimated sum being deposited by the Sub-Lessee with the Sub-Lessor.

16. If the Sub-Lessee fails to deposit such amounts, the Sub-lessor shall nevertheless carry out such works and the sub-lessee shall have to pay the full cost and if there are more than one sub-lessees, he shall have to pay proportionate cost towards the same. Failure to do so on the part of the Sub-Lessee, will be treated as breach of conditions and the sub-lessor shall be entitled to the possession of the premises.

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17A. It shall be the responsibility of the sub-lessee to maintain the buildings in a good state of repair and to arrange to execute them at their cost.

17B. The Sub-lessee shall submit every year copies of the balance sheets and audit of accounts and also submit monthly statement showing all the moneys received from the members towards monthly instalments.

18. The Sub-lessee shall not allot or assign interest in any flat except with the prior approval of the Sub-lessor. The Sub-lessee hereby expressly agrees that in case any member desires to give up his membership or tenement for any reason whatsoever, as employee on the 'Waiting List' of the Sub-lessor who fulfills the requirements as prescribed in Rules will be entitled to membership in the serial order. The cost of construction to be paid by such new member shall be decided by the Sub-lessor and the decision of the Sub-lessor shall be final and binding on the said member and the sub-lessee.

19. The sub-lessee shall pay to the Sub-lessor the amount of municipal taxes and water charges and any other taxes and charges levied by the local authorities month by month in advance along with the monthly instalment of other charges.

20. The proposed Sub-lease to the Sub-Lessee shall be subject to the approval of the head lessor, viz. the Maharashtra Housing Board and unless the approval of the

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RTI ACT - 200

Maharashtra Housing Board is received to sublease of the area leased to the Sub-lessor by the Maharashtra Housing Board, the Sub-lease agreement will not be finally entered into. The Sub-lease shall be entered into finally only after, all the cost of construction is paid in respect of the buildings and the buildings are transferred to the Sub-lessee and after the said transfer the sub-lessee shall pay to the Sub-lessor for the remaining period of the sub-lease the agreed lease rent.

21. If in any event the Maharashtra Housing Board, the head Lessors, do not approve of the proposed Sub-lease, then the Sub-lessor shall be entitled to the possession of the units allotted to the Sub-lessee and shall arrange to return the payments received towards cost of construction and interest thereon and thereafter the Sub-lessee shall occupy the flats as Licensees and licence fees calculated as per rules in force in that behalf shall be payable by all the tenant members in respect of their flats from the date of occupation of tenements and in such case the Sub-lessor shall be entitled to appropriate the deposits paid by the Sub-lessee towards the licence fees and refund the balance or recover the dues, as the case may be.

22. In case any member fails to make payment due to the Sub-lessor in accordance with the rules or agreement between the member and the Sub-lessor without prejudice to the right of the Sub-lessor to take action under

MAHARASHTRA HOUSING BOARD  
MUMBAI  
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clauses 23, 24, 25, 26 and 27 of these presents the sub-  
lessor may opt to take action against the surety of the  
member concerned for the recovery of the payment due from  
the member.

23. In case the Sub-lessee or any member fails to pay  
any monthly instalment or any other amount due to the  
Undertaking in accordance with the rules or as per the  
agreement entered into with the Sub-lessor, the Sub-lessor  
shall be entitled to recover the said amount from the  
amount of the deposits made under Clause (3) of this  
Agreement and call upon the Sub-lessee to make good the  
amount of deposit within one month and the Sub-lessee  
shall so deposit the amount. This right of the Sub-lessor  
is without prejudice to the right of the Sub-lessor to  
take action against the member/sub-lessee under any other  
clause of these presents.

24. If any member commits breach of any rule of the  
Rules or any terms of the agreement with the Sub-lessor,  
the Sub-lessor shall without prejudice to his other rights  
be entitled to recover compensation from the said ~~member~~ member  
for the use and occupation of the tenement at the rate of  
Rs 1/- per sq.ft. of the carpet area of the said tenement.  
This compensation will be inclusive of the usual monthly  
instalment.

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RTI ACT - 2005

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25. If the Sub-lessee commits breach of any of the terms and conditions herein contained or of the Rules or if any member commits breach of any of the terms and conditions of the agreement entered into between the member and the Sub-lessor or of any rule of the Rules, the Sub-lessor shall be entitled by notice in writing to bring such breach or non-compliance to the notice of the sub-lessee calling upon the sub-lessee to immediately remedy the same and in such case, the Sub-lessee shall call upon the member to remedy the breach and /or take immediate steps to remedy the breach or non-compliance to the satisfaction of the Sub-lessor within ~~the~~ a period mentioned in the said notice.

26. On the failure of any member to comply with the Rules or any of the terms of the Agreement entered into between the member and the Sub-lessor or member and the Sub-lessee, the member shall cease to be qualified to be a member of the Sub-lessee and the Sub-lessee shall expel such member from the Society under Bye-law 12.

27. If the Sub-lessee fails to comply with the Rules or terms of this agreement or fails to take any action against the member for breach of the Rules or the agreement entered into between the Member and the Sub-lessor and the member and the Sub-lessor, the Sub-lessor shall be entitled to terminate the sub-lease in respect of all the tenements or in respect of those tenements in

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respect of which breach has been committed by giving a notice of three months and the Sub-lessor shall on the expiry of the said notice period of three months be entitled to take possession of the said premises by entering upon the premises or part thereof.

29. The cost of the preparation of agreement and stamp fee and registration charges if any shall be borne by the Sub-lessee.

IN WITNESS WHEREOF the parties have affixed their signature hereto the day and year first above written.

SIGNED SEALED AND DELIVERED by the General Manager, for and on behalf of the Bombay Electric Supply and Transport Undertaking of the Municipal Corporation of Greater Bombay, in the presence of:

*G.S. Rodhan*

COMMON SEAL OF

was affixed hereupto pursuant to the Resolution of the Managing Committee dated 1st December 1974.

in the presence of :

Chairman Shri R.R. Desai

in the presence of:

- (1) Shri V.S. Kurbet. Secretary
- (2) Shri J.N. Trivedi. Treasurer

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*Desai*

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