
APPLICATION FOR PROVISIONAL ALLOTMENT

OF

Flat/~~Garage/Parking Space~~

No. 3 on 4th Floor

IN

Building No. 2

"MANISH DARSHAN"

belonging to

RAJENDRA KRIPA CO-OPERATIVE HOUSING SOCIETY LTD.

AT SAHAR ANDHERI (EAST)

BOMBAY-400 059.

From: DR. JAIPRAKASH KUSHALDAS SAWLA
RACHNA MANDIR, 6th floor, WEST AVE
OPP. RAMKRISHNAN MISSION, SANTACRUZ
BOMBAY - 400 054.

Date: 17 FEBRUARY - 1984.

To,
M/s. Chetan Builders,
20, Rajabhadur Mansion, Ground Floor,
14, Hamam Street, Fort,
Bombay-400 023.

Dear Sirs,

Provisional Allotment of Flat No. 3.
on the floor 4th of 2 Building &
Garage No. ~ of 'Manish Darshan'
belonging to Rajendra Kripa Co-operative
Housing Society Ltd. & to be constructed
on a piece or parcel of land bearing S.
No. 27, Hissa No. 4 and Survey No. 29
Hissa No. 1, 7 and 5 (Part) of Sahar in the
Taluka Andheri

I/we am/are aware that by a Deed of Conveyance dated
13th June, 1969 executed by Smt. Suhasini Raghunath Diwate
& Anr. in favour of Rajendra Kripa Co-operative Housing
Society Ltd. the said Smt. Suhasini Raghunath Diwate &
Anr. conveyed, granted and transferred unto the said
Rajendra Kripa Co-operative Housing Society Ltd., a

Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Housing Societies Act, 1950 and registered under the Serial No. BND/1282/17/18 of 1969 the land bearing Survey No. 27 Hissa No. 4 situate and being at Sahar in the Taluka Andheri more particularly described in the First Schedule hereunder written under ~~which a of a Sum of Rs. 49,900/- has been paid by the said Society out of the total Sum of Rs. 82,844/-.~~

2. I am/we are also aware that by a Deed of Conveyance dated 11th December, 1969 executed by Shri Vasantaram Shantaram Patil in favour of the said Rajendra Kripa Co-operative Housing Society Ltd. and registered under the Serial No. BND/715/17/18 of 1970 the said Shri Vasantaram Shantaram Patil conveyed, granted and transferred unto the said Society the land bearing Survey No. 29 Hissa No. 1, 7 and 5 (Part) situate lying and being at Sahar in the Taluka Andheri more particularly described in the Second Schedule hereunder written under ~~which a total consideration of a Sum of Rs. 1,09,620/- has been paid.~~

3. I/we confirm that I/we have taken the inspection of the Registration Certificate of the said Rajendra Kripa Co-op. Housing Society Ltd and that I/we have satisfied myself/ourselves in that behalf. I/we have read and studied the bye-laws of the said Society and I am/we are aware of the Rules and Regulations of the said Society.

4. I am/we are also aware that by the resolutions passed in the meeting of general body of the said Society held on the 12th May, 1980 the said Rajendra Kripa Co-operative Housing Society Ltd. agreed to assign the work of development of the said lands and the construction of buildings on the said lands more particularly described in the First and Second Schedules hereunder written to you and that in pursuance thereof an Agreement for Development dated 30th May 1980 has been executed between the said Rajendra Kripa Co-operative Housing Society Ltd. and

yourselves and in pursuance thereof you are entitled to develop the said lands and construct the buildings thereon on the terms and conditions mentioned therein. I/we hereby confirm that I/we have taken full and complete inspection of the said Agreement for Development dated 30th May 1980 and I am/we are aware of the terms and conditions mentioned therein.

5. I/we have seen the building plans for the buildings to be constructed on the said lands. I am/we are aware that the said plans are duly sanctioned by the authorities concerned.

6. I/we desire to become a member of the said Rajendra Kripa Co-operative Housing Society Ltd. and acquire flat No. 3 on the floor 4th of 2 Building with the amenities as set out in the list of amenities annexed hereto and garage No. — of — Building to be constructed by you on the said lands. You shall be entitled to make such changes and/or additions and/or alterations and/or modifications in the said plans as you may deem fit without my/our consent in that behalf.

7. I am/we are aware that on behalf of the said Society you have made the payment of a Sum of Rs. 11,00,000/- as per the following details.

(a) Rs. 6,79,175/- to M/s. Neo Construction Co. Towards loan and interest account.

(b) Rs. 2,88,780/- to M/s. Neo Construction Co. towards Construction, Compensation and stock account.

(c) Rs. 54,372/- to Smt. Suhasini Raghunath Diwate & Anr. towards balance of the purchase price under the conveyance dated 13th June, 1969 and interest thereon.

(d) Rs. 45,000/- towards the payment to the Previous Architects and Solicitors of the Society.

(e) Rs. 34,673/- towards miscellaneous expenses incurred by the said Society.

8. I am/we are also aware that apart from the said Aggregate Sum of Rs. 11,00,000/-, a Sum of Rs. 1,00,00,000/- is payable to you by the said Society in pursuance of the said Agreement of Development of lands and constructions of the buildings thereon. I am/we are aware that the total capital costs of the said lands and the said buildings thereon will be approximately Rs. 1,13,00,000/-. You have informed me/us that I/we shall be required to contribute a Sum of Rs. 58,80,000/- (Rupees FIFTY EIGHT THOUSAND EIGHT HUNDRED only) for acquiring the said flat and a Sum of Rs. - for the said garage. The said amount intiralia includes price of lands, cost of construction, Professional charges of Architect and R. C. C. Consultant, and legal Charges etc. I am/we are aware that the said capital cost is provisional and it may be increased in the event of the increase and in the cost of construction of the said buildings and due to other unforeseen circumstances and so accordingly my/our contributions to the capital costs is likely to be increased. I hereby agree that in the aforesaid event, I/we shall pay such increased contribution as may be determined by you.

9. I/we jointly and severally agree to pay to you the said Sum of Rs. 58,80,000 by the follwing instalments

(a) Rs. 58,80,000 on or before confirmation of this letter.

(b) Rs. - on or before the completion of Plinth.

(c) Rs. - on or before the casting of 1st slab.

(d) Rs. - on or before the casting of 2nd slab.

- (e) Rs. - on or before casting of 3rd slab.
- (f) Rs. - on or before casting of 4th slab.
- (g) Rs. - on or before installing 5th slab.
- (h) Rs. - on or before installing 6th slab.
- (i) Rs. - on or before installing 7th slab.
- (j) Rs. 6000/- being the balance of contribution at the time of possession.

I/we hereby agree that the time for payment of each of the above instalments shall be of the essence of the contract.

10. In addition to the aforesaid amount I/we jointly and severally agree to pay on demand any amount that may be decided by you on account of the increase in the costs of construction of the building and/or any other charges as mentioned herein above.

11. In addition to the aforesaid amount I/we jointly and severally agree to pay on demand the following amounts:

- (a) Rs. 2500/- being share money and membership Fee.
- (b) Rs. 3500/- towards legal charges and expenses of and incidental to several documents executed and to be executed pertaining to the transaction.
- (c) Rs. 2000/- towards security deposit for water connection and electric meter.
- (d) Rs. 5000/- towards maintenance deposite of the Society office, wages and salaries of the

staff such as Sweeper, Watchman, Clerks, peons and other Personnels for the period upto the date of possession.

12. In addition to above, I/we shall from the date of receipt by me/us of the notice from you to take possession of flat/garage/parking space/Bank premises/shops regularly pay every month provisional amount of Rs. 250.00 towards taxes and all other outgoing expenses mentioned in third schedule hereto in respect of the said flat/garage.
13. In addition to the above, I/we agree to deposite Sum of Rs. 250.00 as security deposite for the Performance of this agreement as and when demanded by you.
14. I/we jointly and severally agree and undertake to pay the instalments and other amounts mentioned in paragraphs 9, 10, 11, 12 and 13 strictly in the manner as mentioned hereinabove. In the event of my/our committing default in respect of the payment of the instalments and further payments time being essance of contract in that behalf, to you, you will be entitled to cancel allotment made in respect of the said flat and the said garage and in such event you shall be at liberty to allot the said flat and the said garage to any one else without prejudice to your other rights and remedies against me/us.
15. I/we have been given to understand that the said flat/the said garage will be ready for occupation within _____ months from the date of commencement of the work i.e. _____ Subject however to availability of cement, steel and other building materials and subject to the operation of force majoures. If the possession of the said flat/garage is not handed over within the period as aforesaid you will not incur any liability and/or responsibility in that behalf and in default thereof, I/we shall have an option to cancel the allotment of the said flat/garage and within one month from such cancellation you shall return the amounts paid by me/us without any interest.

16. On handing over the possession of the said flat/garage to me/us I/we shall be entitled to use and occupy the said flat/garage for the purpose of residence and parking car respectively and for no other purpose and I/we agree not to hold you liable for any claim in respect of any item regarding construction of the flat/garage for which you shall have decisive powers.

17. On receipt of your letter to take possession of the said flat/garage I/we jointly and severally agree and under take to pay all proportionate taxes, water charges, electricity charges and all outgoings and other expenses set out in the schedule hereto in respect of the said flat/garage agreed to be allotted to me.

18. I/we jointly and severally agree and undertake not to use the said flat/garage for any purpose other than private residence/parking cars.

19. I/we jointly and severally agree and undertake to maintain at my/our costs the said flat and garage in a good and tenentable repair and conditions and shall not do or suffer to be done anything in or on the said building or in the said flat, garage, staircase and common passage which may be against the rules of or bye-laws of the Municipal Corporation of Greater Bombay and/or the co-operative Societies Act and/or any other Authority nor I/we shall change, alter or make additions in the said flat or in the said building or any part thereof. I/we shall personally be liable and responsible for any breach of the said provisions.

20. I/we each of us agree not to let, sublet, transfer or assign or part with possession of the said flat or garage or any part thereof without previous written consent of the Society and/or Developers.

21. I/each of us have persued the certificate of title issued by M/s. Ambubhai & Diwanjee and that I/we accept the same.

I/Each of us agree not to investigate the title in any manner whatsoever and/or raise any objection thereto. The copy of the said Certificate is annexed hereto and marked as "A"

22. I/Each of us agree to sign all applications, papers and documents and do all such acts, deeds and things as you may require for safe-guarding the interest of the Society and/the developers or the other allottees in the said buildings.
23. I/Each of us agree not to claim any right, title or interest in the said flat/garage or land till the entire contribution and other payments payable by me/us as hereinabove set out is paid in full.
24. I/we enclose herewith my/our application for the membership of the said society and undertake to make the payment of Rs. 251/- being the entrance fees and value of 5 shares of Rs. 50/- each when called upon and request you to confirm the provisional allotment which shall always be subject to the terms and conditions as herein above mentioned as also subject to the terms and conditions of the said Agreement for the development dated 30th May, 1980 made between you and the said Rajendra Kripa Co-op. Housing Society Ltd. as also subject to the confirmation of the Managing Committee and the General Body of the said Rajendra Kripa Housing Society Ltd. I/We am/are aware that I/we shall not be entitled to be admitted as members of the said Society until I/we have made full payment of capital costs and other amounts payable hereunder in respect of the said flat/garage and all other dues to you and/or the said Society.
25. I/We am/are aware that you shall not forward the application form for membership to the said Society until all the amounts agreed to be paid hereunder are paid by me/us. On being admitted as member/s Mr./ Mrs. JAIPRAKASH KHUSHALVAS BANWANI

Handwritten signature and initials in the left margin, including a large stylized signature and the letter 'I' above it.

shall be the first member and Mr./Mrs. _____
 _____ shall be the associate members.

26. I/We do hereby agree that till all the amounts agreed to be paid hereunder are paid and till you shall have for warded my/our application to the said Society, no cause of action shall have arisen in my/our favour for adopting any legal proceedings against the said Society and/or you in any Court of law and/or tribunal.

**THE FIRST SCHEDULE REFERRED
 TO HEREINABOVE :**

ALL THIS piece or parcel of agricultural land or ground lying being and situate at Sahar, in the Taluka of Andheri, in the Bombay Suburban District, Registration Sub-District of Bandra bearing Survey No. 27 Hissa No. 4 Area $37\frac{1}{2}$ Gunthas according to Record of Rights, and 4608 square yards upon actual measurement thereof i. e. 3852 square meters or thereabout and bounded as follows that is to say on or towards the East by Survey No. 28 and 29 On or towards the West by Survey No 27 Hissa Nos. 1, 3, 5 & 7 On or towards the South by Survey No. 27 Hissa Nos. 9 & 10 and on or towards the North by Survey No. 28.

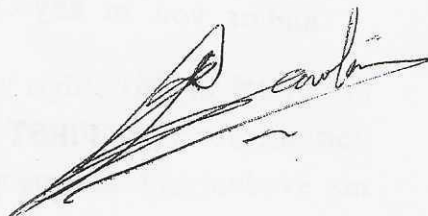
**THE SECOND SCHEDULE REFERRED
 TO HEREINABOVE :**

ALL THIS piece or parcel of agricultural land or ground lying being and situate at Sahar in the Taluka of Andheri, in the Bombay Suburban District, registration Sub-District of Bandra bearing Survey Nos. 29 Hissa Nos. 1, 7 and 5 (part) admeasuring 1 acre and 9.92 Gunthas according to the records of rights and an actual measurement 6090 square yards equivalent to 5091.24 square Mtrs. or thereabout and bounded as follows that is to

say on or towards the East by Pipe Line On or towards the West by Survey No. 29 Hissa No. 4 On or towards the South by open land and On or towards the North by open land.

Kindly, Confirm :

Yours faithfully,



We confirm :

For M/s. Chetan Builders



Partner.

Witnesses. 

Witnesses. Madan Lal Agarwal.

By the consent of the parties hereto as per their letter date 9.2.84 subject to provisions of sec 269 AB. of the Income Tax Act, 1961 We hereby transfer the title & interest in the said Flat No. 201 Building No. 2 and the benefits of this Application for provisional allotment in the Favour of:

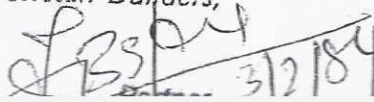
MR. MADANLAL LAJURAM BAHARIYA,

6M SADAN, S.V. ROAD,

BORIVALI (W),


BOMBAY -

For Chetan Builders,



31/2/84

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. The expenses of maintaining, repairing, decoration etc., of the main structure and in particular the roof gutters and rain water-pipes of the building, water-pipes and electric wires in, under or upon the building and enjoyed or used by the premises Holders in common with the other occupiers of premises and the main entrance, passages, landings and staircases of the buildings as enjoyed the premises Holders or used by him/her/them in common as aforesaid and the boundary walls of the building, compounds, terraces, etc.
 2. The cost of cleaning and lighting the passages, landings, staircases and other parts of the building used by the premises Holders in common as aforesaid.
 3. The cost of decorating the exterior of the buildings.
 4. The cost of the salaries of clerks, bill collectors, chowkidars, sweepers etc.
 5. The cost of working and maintenance of lifts water pumps and other lights and service charges.
 6. Municipal and other taxes etc.
 7. Insurance of the Building
 8. Cost of Maintenance of the garden etc.
 9. Costs of Maintenance of the common access Road.
 10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
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LIST OF AMENITIES

1. All windows shall be of wooden.
2. Decorative entrance.
3. There shall be one automatic passenger Lifts, in Ground & Six upper floor buildings.
4. The main entrance of each flat shall be solid flush door with one side veneer and one side commercial polished on both sides.
5. The other doors in each flat (except bathroom doors) will be commercial flush doors or panel doors, either painted or polished.
6. The bathroom doors will be panel type and will be painted.
7. All the wiring shall be open type & in Aluminium.
8. Each Bath shall be provided with one shower, one geyser point, one wash basin, & one mirror
9. Bathrooms shall be paved with white glazed tiles in flooring and in dado upto Three feet high.
10. One raised cooking platform with mori will be provided in the kitchen and the same shall be furnished in kaddappa.
11. One raised cooking platform with mori will be provided in the kitchen and the same shall be furnished in kadappa.
11. Each flat will be provided with one electric bell and night latch in the main door.
12. The flooring of the floors will be paved with mosaic tiles.
13. Fittings will be Aluminium.



AMBUBHAI & DIWANJI
ADVOCATES, SOLICITORS & NOTARIES

PARTNERS :

K. M. DIWANJI
Y. M. DESAI
P. P. HARIANI
A. E. AKIKWALA
P. N. NANAVATI
S. K. DIWANJI
H. M. BHAGAT

AHMEDABAD ASSOCIATES
A. MBUBHAI & DIWANJI
Industry House, Behind Natraj Cinema
Ashram Road. Ahmedabad - 380 009.

LENTIN CHAMBERS, DALAL STREET,
FORT, BOMBAY-400 023.

IN REPLY PLEASE QUOTE

Ref.

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TO WHOMSOEVER IT MAY CONCERN :

Re : Immoveable property situate at village Sahar, Taluka Andheri in Bombay Suburban District bearing Survey No. 27, Hissa No. 4, C.T.S. 197 admeasuring 4608 sq. yds. i. e. 3852 sq. metres.

- And -

Re : Another property also situate at village Sahar, Taluka Andheri admeasuring 5091 sq. metres. bearing C. T. S. No. 192 and 189 belonging to Rajendrakripa Co-operative Housing Society Ltd.

THIS IS TO CERTIFY that we have on behalf of our clients, Rajendrakripa Co-operative Housing Society Ltd. their title to the above properties and have got the necessary searches taken of the records of sub-Registrar of Assurance at Bandra and Bombay.

In our opinion, the title of our clients to the above properties is marketable and free from encumbrances.

Bombay dated this 6th day of February, 1981.
For AMBUBHAI & DIWANJI

(P. N. NANAVATI)
Partner
Advocates & Solicitors
for Rajendra Kripa Co-operative
Housing Society Ltd.