

Charkop Jainil Co-Op Housing Society Ltd.

Plot No. 15, RSC-25, Sector 8, Charkop,
Kandivali (West), Mumbai- 400067.

Letter of Allotment

Name: MRS. AJANTINE R. D'SILVA Flat
No. 804 on 8th Floor.

Charkop Jainil Co-Op Housing Society Ltd.

Plot No. 15, RSC-25, Sector 8, Charkop,
Kandivali (West), Mumbai- 400067.

Letter of Allotment of the Flat (Under bye-law Nos.26 and 78(a))

To,

Dear Sir,

You are the member of the CHARKOP JAINIL CO-OPERATIVE HOUSING SOCIETY LIMITED, having address at Plot No. 15, RSC - 25, Sector - 8, Charkop, Kandivali (West), Mumbai 400067, registered under the Maharashtra co-operative societies Act, 1960 by the Assistant Registrar of Co-operative Societies, Mumbai under No. BOM / (W-BB) / HSG (TC) / 9108 / 95 - 96.

2. We are pleased to inform you that the Managing Committee of the society, by its resolution at its meeting held on 14-12-03, has decided to allot flat No. 80A on the 8th Floor admeasuring 67.35 sq.metres (725 Sq.Ft.) proposed to be constructed in the building naming "Ruby Towers" on the Plot No. 15 of RSC - 25 admeasuring 1500 Sq.Metres to you under provision of the bye-law No.78 (a) of the bye-law of the Society.
3. On getting the occupation from the Local Authority of the area in which this society is situated, possession of the flat mentioned in Para 2 of this letter will be handed over to you, as provided under the bye-laws of the society, if all amounts, demanded by the society from time to time are paid by you to the society within the time allowed by the society for the payments. In case the payments are delayed beyond the time limit laid down in that behalf, the Managing Committee of the society shall have the right, under the bye-law No. 80 of the bye-laws of the Society, to cancel the allotment of the flat in question and you will have no claim

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whatsoever on the flat, the allotment in respect of which is cancelled and this letter shall cease to have any effect on Issue of the letter canceling the allotment of the flat in question.

4. On handing over to you possession of the flat mentioned in Para 2 of this letter, you will be entitled to occupy the flat as provided under the bye-law No.26.
5. So long as the said flat stands in your name in the records of the society, your right of occupying the said flat shall be subject to the provisions of the bye-laws of the Society, concerning sub-letting, giving on leave and license or care-taker basis the said flat or part thereof or parting with its possession in any other manner, maintenance of the flat by the member and repairs to it, additions and alterations in the flat, avoiding any kind of nuisance, annoyance or inconvenience to other members of the society, stocking or storing of any kind of goods or materials, which are combustible, obnoxious or other goods for the storing of which, permission of the authority, under any law, relating thereto, is necessary, restrictions on holding more than one flat, payment of charges of the society, transfer of shares held by you and your interest in the capital/property of the society and any other matter not specifically mentioned hereinabove.
6. The flat allotted to you shall be used for the purpose mentioned below. The flat should be used only for bonafied residential purposes.
7. No change of user of the flat shall be made by you without the previous consent in writing of the Managing Committee of the society.
8. On transfer of the Shares and the interest in the flat held by you subject to the provisions of Section 29 of the Maharashtra Co-op. societies Act, 1960, the Rule 24 of the Maharashtra Co-op. Societies Rules, 1961 and the bye-laws of the society governing transfer of shares and interest of the member in the capital/property of the Society, shall be deemed to have been allotted the said flat under the bye-law

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No.78(a) of the bye-laws of the Society and he will enjoy the right of occupation of the flat transferred to him as provided under the bye-law No.26 of the bye-laws of the society subject to what has been stated in paras 5, 6 and 7 of this letter.

9. Any breach/breaches of the bye-law/bye-laws of the society, which is/are considered by the Managing Committee of the society of serious nature shall render you liable for expulsion from membership of the society and consequent eviction from the flat.

Yours faithfully,

For CHARKOP JAINIL CO-OP HSG SOC LTD,

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Secretary.

