

30. The Developers shall display the Board at prominent place during demolition and reconstruction period till building Occupation Certificate is obtained from M.C.G.M.

31. In the event that any term, condition or provision of this agreement is held to be a violation of any law, statute or regulation the same shall be deemed to be deleted from this agreement and shall be of no force and effect and this agreement shall remain in full force and effect if such term, condition or provision had not originally be contain in this agreement. Notwithstanding the above in the event of any such deletion, the parties shall negotiate in good faith in order to agree the terms of mutually acceptable and satisfactory alternative provision in place of the provision so deleted. That rest of the conditions shall be as it is and shall remain in force.

32. This Entire agreement together with all documents executed contemporaneously with it or referred to on it, constitute the entire agreement between the parties.



The society and developers hereby admit not to create any nuisance or inconvenience to the neighborhood and follow the safety measures during the redevelopments process.

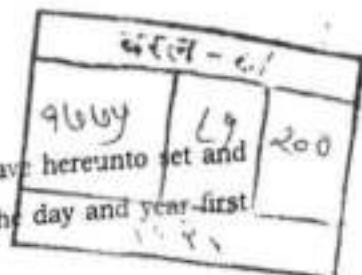
The name of the new building shall be called as "Om Shanti".

35. In case of sad demise of existing members, all the benefits of that member should go the legal heir/s of the member, after following the due process of law.

Handwritten signatures and initials:

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- Alus
- POS
- 11/10/11
- S.M.P.
- K.B.B.
- H.D
- K.K.Chokel.
- Swahi Sur
- Long over
- 70
- SM
- PRO
- K.J.
- 4th
- 3rd
- 2nd
- 1st

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective seal and hands the day and year first hereinabove written.



THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land or ground bearing CTS No. 265A, Corresponding Survey No.39, Hissa No.4, of Village Eksar, Taluka Borivali, Mumbai Suburban District, of area admeasuring 642.6 sq.mtr as per the Property Card, which includes the aforesaid Right of Way and Developer is entitle to use all type of FSI of 642.6 sq.mtr with the approval of MCGM as per DC Regulation 2034 in the registration sub-district of Mumbai Suburban District together with the building standing thereon and known as "OM SHANTI CO-OPERATIVE HOUSING SOCIETY LIMITED",

SIGNED, SEALED & DELIVERED BY THE WITNESSES NAMED "SOCIETY"



OM SHANTI CHS LTD

Through its Office bearer

(1) Mr. LAUKIK KOLI
(Chairman)



Left Thumb Impression

Laukik Koli
Signature

(2) MR. LAUKIK KOLI
(Secretary) HARISH MAINDAN

Left Thumb Impression

Harish Maindan
Signature



Handwritten mark resembling a stylized 'A' or signature.

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In the presence		
Witness:		

1. [Signature] 2. B. N. Patel

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED "THE DEVELOPERS" M/S. MONARCH CONSTRUCTION

PAN NO. AAXFM8141X

Through his Partners

(1) Shri ANKUR HASMUKHLAL SHAH



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(2) Shri Prahlad Damodar Sheth

[Signature]

Signature



Left Thumb Impression
(3) Shri PRANAV JITENDRA SHAH

[Signature]

Signature



Left Thumb Impression
In the presence

[Signature]

Signature

Witness:

1. [Signature] 2. B. N. Patel





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SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED २४२ २
SOCIETY PARTY/CONFEDERATION

(1) MRS. GIRLJA MENON



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Girlja's

Signature



(2) MRS. KALPANA BHAYANI

MR. BHAVESH B. BHAYANI



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(3) MRS. ROSHNI KELLAWAL

Bhavesh Bhayani
K. B. Bhayani

Signature



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(4) MR. SHIVLAL D. PANDYA

Shivalal

Signature



Left Thumb Impression

(5) MRS. SARITA P. NAIK

Sarita

Signature

Sarita



Left Thumb Impression

(4)-1 Mangikl Pandya

Mangikl

Signature

मंगिकल पंड्या



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6

MRS. SARLA R. SIRODARIA

(6) MR. NIKU J. R. SIRODARIA



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(7) MR. HARISH.G. MAINDAN

S. R. sirodara

N. R. Sirodaria

Signature



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(8) MR. SANDEEP .D. MULGAONKAR

Signature

Signature



Left Thumb Impression
(9) MR. NAROTTAM.D. DAVDA

N. R. Sirodaria

Signature



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(10) MR. PRASHANT .R. OAK

Signature

Signature



Left Thumb Impression
(11) MR. YASHWANT C. BHIDE

P. R. OAK

Signature



Left Thumb Impression

Bhide

Signature



U.S.

HELGA D'SOUZA

H. D'SOUZA





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(12) Mr. LAUKIK M. K.



Left Thumb Impression
(13) MR. JAGDISH A. MUDUR

Jagdish A. Mudur
Signature



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(14) MS. DEVAKI D. SUVARNA
MR. SURAJ K. D. YUR

Devasuvarna
Signature



Left Thumb Impression
(15) MR. ROBERT D'SOUZA

Robert D'Souza
Signature



Left Thumb Impression
(16) MRS. SUMATHI S. AMIN

Sumathi S. Amin
Signature



Left Thumb Impression
(17) MR. ARPIT CHOKSI
MRS. KASHMIRA K. CHOKSI

Sumathi S. Amin
Signature



Left Thumb Impression

Arpit Choksi
Signature



(17)-1



K. K. Choksi

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(18) MRS. SATYBHAMA PAREKH
MR. BHARAT M. PAREKH
MR. JAGDISH M. PAREKH



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(19) MRS. INDUMATI RAJKUMAR

Satybhama Parekh
Signature

PHOTO



Left Thumb Impression
(20) MR. SITARAM J. KOTekar
Through C.A. ASHISH KOTekar

Indumati R.
Signature



TO

Left Thumb Impression
(21) MRS. LEELAVATHI H. KOTIAN

Leelavathi H. Kotian
Signature



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(22) MRS. KAMALADEVI N. JAIN

Kamaladevi N. Jain
Signature



Left Thumb Impression
In the presence

कमलदेवी न. जैन
Signature

Witness:

1. *Rajiv Jain* 2. *S.M. Patel*





MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor, Extn. Building,
Mahapalika Marg, Fort,
Mumbai - 400 001

To
KULIN PATRAWALA
11B/12, 1st floor, shree pragati society,
Mahavir nagar, link rd,
Kandivli west, Mumbai

Report No. 9664		Create Date: 20/04/2018	
200			

Sub: Sanctioned Revised Development Plan remarks for the land bearing Q.T.S.No. 265 of BORIVALI Village

Ref: Your Application who. 20019 dated 11/04/2018 and payment of certifying charges made under Receipt no. 1002520963 received on Date 11/04/2018

Gentlemen/Madam,
Sanctioned Revised Development Plan Remarks for the land shown bounded on the accompanying plan are as under:

Description of the Land : C.T.S.No 265 of BORIVALI Village

Sanctioned Revised Development Plan referred to Ward : R

Reservations affecting the land [as shown on plan] : NIL

Reservations Abutting the land [as shown on plan] : NIL

Designations affecting the land [as shown on plan] : NIL

Designations Abutting the land [as shown on plan] : NIL

D.P. Roads affecting the land [as shown on plan] : DP ROAD(18.30 M)



Zone[as shown on plan] : RESIDENTIAL ZONE(R)

Remarks from other Departments/Offices:

Demarcation: The boundaries of the reservations are subject to the actual demarcation on site by this office staff along with the representative of A.E. Survey.

The Alignment of the proposed road & the boundaries of the reservations are subject to the actual demarcation on site by this office staff along with the representative of A.E. Survey.

Note:

If the land under reference is a part of amalgamation/sub division/layout, then specific remarks shall be obtained from the concerned Building Proposal office and development thereof shall be as per the terms and conditions of the approved amalgamation/sub division/layout.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.

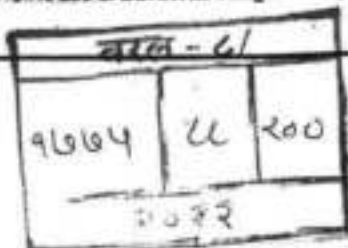
The boundaries shown in the accompanying plan are as per the available records with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown in the D. P. Remarks Plan.

The separate remarks as per Draft Development Plan (2034) shall be obtained from the office of Town Planning Officer, 5th Floor, Annex Building, Municipal Head Office, Mahapalika Marg, Fort, MUMBAI - 400 001.

This report is valid for one year starting from Date-20/04/2016

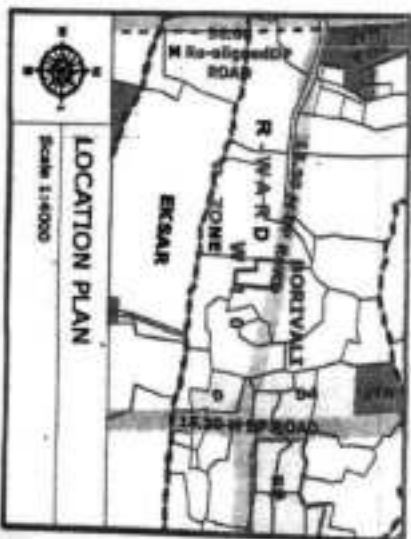
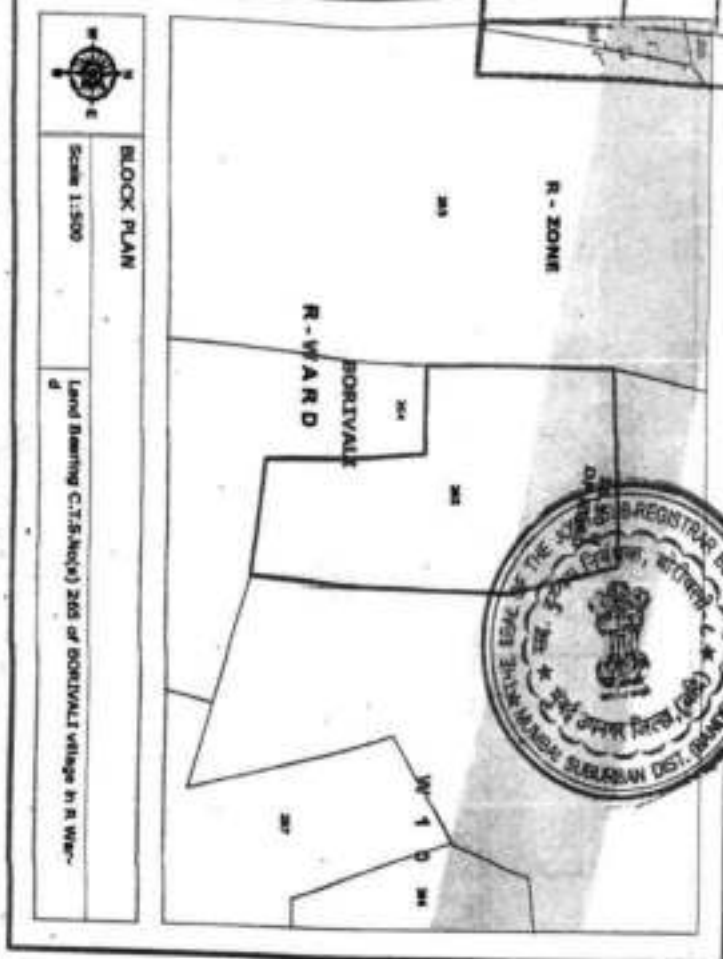

Assistant Engineer,
Development Plan
(R/C Ward).

CHE/382750746/DPWS/R Remark
C.T.S.No 285 of BORIVALI Village



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NOTE:

1. The boundary lines shown on this plan are for the purpose of reference only. The actual boundary lines shall be determined by the Survey of India. The plan is to be read with the Survey of India map. The plan is to be read with the Survey of India map. The plan is to be read with the Survey of India map.

22 APR 2018

Assistant Engineer (DP) R Ward



Municipal Corporation Of Greater Mumbai
(Development Plan Department)

Office of the Chief Engineer (Development Plan),
8th Floor, Avenue Building,
Municipal Head Office,
Maharashtra Highways, Fort, Mumbai - 400 001.





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मालमत्ता पत्रक

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पत्रा/पत्रिका : कोटीपत्री	सातुका/र.पु.का. : पत्रक प्रकाशन अधिकारी, कोटीपत्री	दिनांक : पुढील अथवा
पत्रा प्रकाशन क्रमांक	किं.पत्रिका वै.पत्रिका	वै.पत्रिका
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दिनांक	पत्रिका	पत्रिका/पत्रिका	पत्रिका/पत्रिका
१८/०८/१८८८	पत्रिका/पत्रिका	पत्रिका/पत्रिका	पत्रिका/पत्रिका
१८/०८/१८८८	पत्रिका/पत्रिका	पत्रिका/पत्रिका	पत्रिका/पत्रिका
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due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever (which are publicly known); or ,

- e. war and hostilities of war, riots, bandh or civil commotion; or the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the Developers from complying with any or all the terms and conditions as agreed under this Agreement; or

- f. any legislation order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building /said project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority (ies) becomes subject matter any suit/writ before a competent court or; for any reason whatsoever; or

- g. any kind of sabotage; or

- h. any litigation concerning the said property or any portion thereof not within the reasonable control of the Developers and Society; or

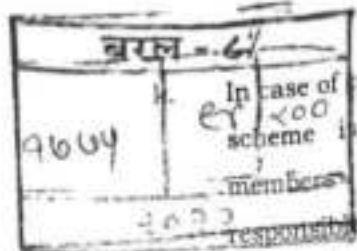
- i. any event or circumstances or any other cause (whether similar or dissimilar to the foregoing);

- j. If any matters issued relating to approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent Court;

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Handwritten signatures and notes:
 S.R.S. H.D. L.K. Chokar. 67 Jim S JN JUNE
 B.S.M.P. J. A. K.B.B. J. Aft. 2-1 K.J. yes
 Other illegible signatures and initials.



construction work or development under the delayed then the Society or Society herein will not hold the Developers or liable for delay or delivery of the said unit by the possession date;

- l. Delay in issue of Commencement certificate/ Occupancy Certificate and/or Building completion Certificate or any other by the Concerned/Competent Authority;
- m. If the said Building or any part thereof gets demolished and/or damaged due to any reasons whatsoever
- o. The Developers shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided in this Agreement if such performance is prevented delayed or hindered due to force majeure as defined hereinabove.
- p. Any period for the Litigation between Members and their Family members, if stay granted for the same.
- q. Any period for State Assembly and Central Election for Parliament due to Non-process of file by the Government Authority.

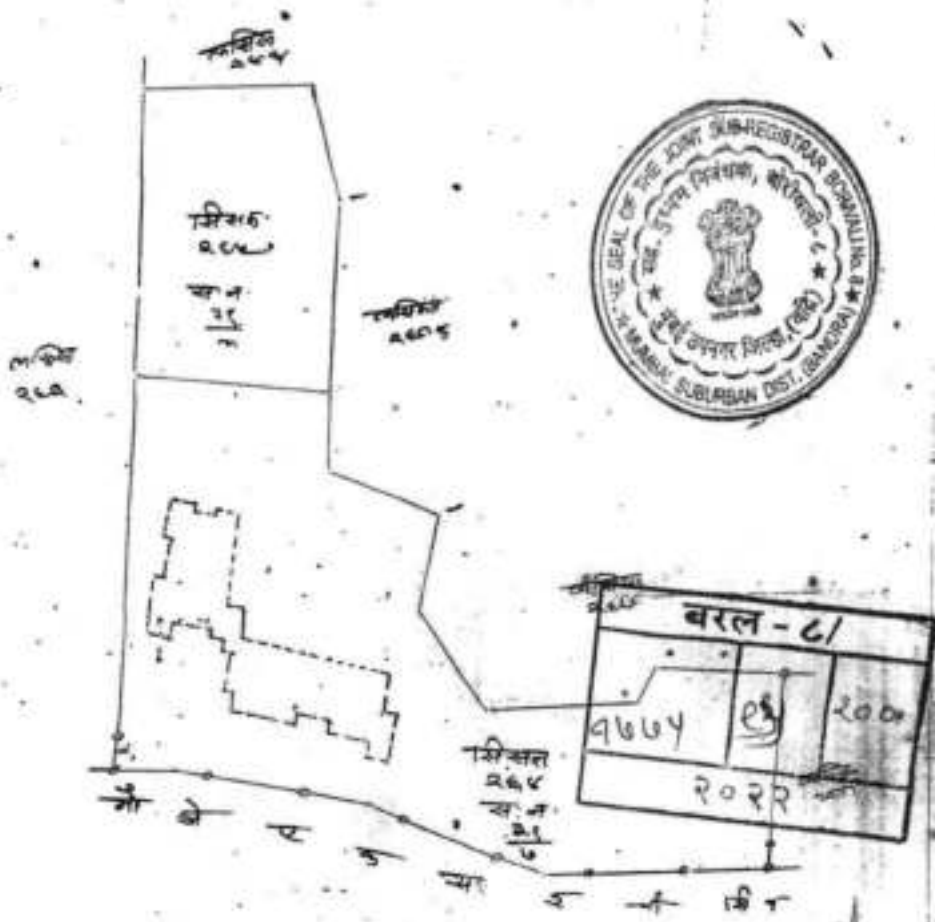


STAMP DUTY AND REGISTRATION

All out of pocket expenses, the stamp duty and registration charges payable in respect of this Agreement, power of attorney and the individual agreement for providing Permanent Alternate Accommodation to member shall be borne and paid

Handwritten signatures and initials: POS, H.D., S.M.P., K.K. Choksi, Swake, S.K.S., S.P., P.R., and others.

श्री जयराज बिहारी झा से १५५२ के जमीन मालिक
 मोती - बोरीबंदी मेकीद सि. स. न. २६४, २६५, २६६, पुनीतिपुर
 कोठेस ५, २५ तक तमार केकेस बनाई।



सि.स. २६४
 स.न. १५



सि.स. २६४
 स.न. १५
 २०२२

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Om-Shanti Co-operative Housing Society Ltd.

(Regd. No BOM/(WR)/HSG./(TC)/3385/87-88)

Jayraj Nagar, Vazira Naka, Borivali (West) Mumbai- 400091

Dated 6th January, 2022

बरल - ८/		
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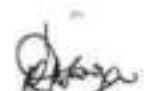
Resolved that with respect to the redevelopment of our property at CTS no 265/A of village Eksar, Taluka Borivali, Borivali West Mumbai 400092, we

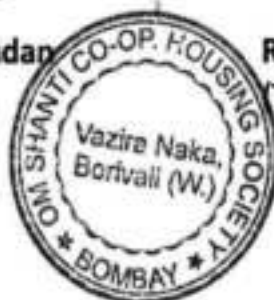
M/s Om Shanti Co-Operative Housing Society Ltd, we hereby approving draft of **PAAA** and authorising Managing Committee to Sign and Execute and register the same on behalf of Society.

For Om Shanti C-Op Housing Society Ltd


Laukik Koli
(Chairman)


Harish Maindan
(Secretary)


Robert D'Souza
(Treasurer)



District Deputy Registrar, Co-operative Societies, Mumbai City (4)
Office of the Competent Authority

Under section 5A of the Maharashtra Ownership Flats Act, 1963
Bhandari Co-op. Bank Bldg, 2nd Floor, P. L. Kale Garu Marg, Dadar (West), Mumbai-400 028.

Date: 8/8/2015

No. DCR-4/Short/Deemed Conveyance/On Shanti CHS Ltd. /2015
2028

Order under Rule 13(5) (c) of the Maharashtra Ownership Flats
(Regulation of the Promotion of Construction etc.) Rules, 1964
And Certificate under Section 11(3) and 11(4) of the Maharashtra Ownership Flats
(Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Application No. 8 of 2014

Re:-

- Section 3 and 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- Rule 9, 11, 12 & 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964.
- The conferment of the powers under Section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 issued by Housing Department on 9th January, 2013 vide Order No.MOF2012/CR.228/R A.B-2.
- The On Shanti Co-operative Housing Society's Application in Form No.VII dated 24.10.2013 under section 11 of the Maharashtra Ownership Flats Act, 1963 submitted to this office on 18.11.2013 with the enclosures attached therewith.
- Notice in Form X issued to the Applicant society and Opponents vide No.DDR-2/Mun/Deemed conveyance/Notice/56/14 dated 08.01.2014.
- Written replies and documents submitted by the parties hereto.
- Amended Form VII submitted by the applicant On Shanti CHS Ltd. dated 07/07/2014.

Chairman / Secretary
On Shanti CHS Limited
Joyraj Nagar, Vazira Naka,
Borivali (West), Mumbai - 400 091.

Versus

- M/s. Jay Raj Builders
Jay Raj Terrace,
Vazira Naka, L. T. Road,
Borivali (West), Mumbai - 92.
- (i) Mr. Ratnakar Bhaskar Bhandari
(ii) Mr. Harishwar Bhaskar Bhandari
(iii) Mrs. Vasanti Padmakar Bhandari
(Claims to be Legal heirs and representative
of deceased Mr. Bhaskar Bala Bhandari,
as per the Extract VII-XII)
- Mrs. Usha Anant Patil
(claims to be Legal heirs and representative
of deceased Mrs. Bhimabai Janu Bhandari,
as per the Extract VII-XII)
- Mrs. Manubai Makund Bhandari
- Mr. Karanlalakar Makund Bhandari

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(e) (i) Mrs. Vinod Mohan Bhoir
(ii) Mr. Mahendra Mohan Bhoir
(iii) Ms. Bhawan Mohan Bhoir
(Claims to be legal heirs and representative
Of deceased Mr. Mohan Mukund Bhandari,
As per the Extract VII-XII)

(f) Mr. Chandrakant Mukund Bhandari

(g) (i) Mrs. Nalini Mohan Bhoir
(ii) Mr. Jitendra Mohan Bhoir
(iii) Mr. Chetan Mohan Bhoir
(iv) Mr. Dhruv Mohan Bhoir
(Claims to be legal heirs and representative
of deceased Mr. Mohan Mukund Bhandari,
as per the Extract VII-XII)

(h) Mr. Hemant Mukund Bhandari

(i) Mr. Shashikant Gopinath Kini

(j) Mrs. Jayshree Mukund Bhandari

(k) Mrs. Usha Anand Patil

All above address at
Vasari Naka, L. T. Road,
Borivali (West), Mumbai - 92.

.....Opponents / Respondents

9164	RECORDED
	JUDGEMENT

This application is filed under section 11 (3) and section 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "ACT") and under Rules 11, 12 and 13 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as the said Rules) to get a certificate from the Competent Authority addressed to the Sub-Registrar or Appropriate Registration officer under the Registration Act, 1908 (16 of 1908) for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the Landowner, Promoter in the land and building in favour of the applicant, deemed conveyance and have it registered, provide for the cost and such other relief as this authority may deem fit in the circumstances of this case. The Applicant, Om Shanti Co-operative Housing Society Ltd., is co-operative housing society registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BUM / W.K. / HSG / TC / 3643 of 1987-88 dated 22.04.1988 and having its registered address at Vasari Naka, Borivali (West), Mumbai-400 092. (hereinafter referred to as the said Society), has applied to this office on 18/11/2013 vide its application in FORM VII dated 25/10/2013 prescribed under Rule 12 for issuance of certificate from the Competent Authority addressed to the Sub-Registrar or the Appropriate Registration Officer under the Registration Act, 1908 (16 of 1908) for enforcing unilateral execution of conveyance deed conveying the rights, title and interest of the Promoter in the land and building in favour of the applicant, as deemed conveyance and have it registered as provided under section 11(3) and 11(4) of the Act, and provide for the cost and such other relief as this Authority may deem fit in the circumstances of the case.



2. The Application dated 25/10/2013 is accompanied with copies of following documents in addition to the payment of Court fees of Rs. 2,000/- to substantiate their claim :

- (i) Copy of Resolution passed in Special General Body Meeting held on 17.02.2013;
- (ii) Copy of Society Registration Certificate
- (iii) Copy of Articles of Agreement dated 26.08.1983 executed between Jai-Raj Builders and Mr. Sitaram I. Kothekar, one of the member of the society;
- (iv) Copy of Property Card dated 06.02.2013;
- (v) Copy of Location Plan approved by the Municipal Corporation of Greater Mumbai (MCGM);
- (vi) Copy of Building Structure Plan approved by MCGM;
- (vii) Copy of the Intimation of Disapproval dated 10/11/1982;
- (viii) Copy of Commencement Certificate dated 09/03/1983.
- (ix) Copy of O.C. (Occupation Certificate) of Building dated 09/04/1997.
- (x) Title Report dated 04.07.2013 issued by Mr. Sunil Naik, Title Investigator.
- (xi) Search Report dated 21.08.2013 by Adv. Devdas A. Aroskar.
- (xii) Copy of actual list of flats and the proofs of payment of stamp duty and registration;
- (xiii) Copy of BMC Assessment Bill;
- (xiv) Copy of legal notice sent to the promoter and interested parties to execute Conveyance Deed or Declaration as provided under MOF Act in favor of Applicant Society;
- (xv) The affidavit from the Secretary of the Applicant Society that all the documents submitted is true;
- (xvi) Copy of the last known Address of the Builder and Opponents;
- (xvii) Authority letter by Applicant Society.

3. Considering the Application submitted by the Applicant Society this office has issued and served notice in form No. X bearing No. DOR-4/Mum/Docued conveyance dated 08.01.2014 with Application of the Applicant Society along with the documents attached therewith to the Opponents, by registered post with acknowledgement due at their last known address stated above. The hearing of the case was fixed on 05/02/2014 at 3.30 pm.

4. The hearing of the above case took place on 05/02/2014, 04/03/2014, 25/03/2014, 17/04/2014, 19/06/2014, 07/07/2014, 28/07/2014, 06/08/2014, 28/08/2014, 19/09/2014 and 10/10/2014. Shri. Ramesh Dabre, authorized representative of Applicant society was present on behalf of Applicant Society. Opponent No. 2 (a-i), Opponent No. 2 (h), Opponent No. 2 (e), Opponent No. 2 (d), were present at the hearing. Shri. Datta Solankar was present on behalf of Opponent No. 2 (i). Shri. Datta Solankar was present on behalf of Opponent No. 2 (a-i to iii) to (k). Opponent No. 2 (j) remain absent during all the hearing dates conducted in this office. This office vide registered post has sent the notices of hearing along with application copy to the Opponent at their last known address.

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5. Case of the Applicant Society is summarized below:-

a) The Applicants are the members of a Om Shanti Co-operative Housing Society Ltd., formed under section 19 of Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 duly registered under Maharashtra Co-operative Societies Act, 1960 having its registered office at Ground Floor, Om Shanti Co-operative Housing Society Limited, Jayraj Nagar, Vastur Road, Borivali (West), Mumbai-400 091. (Hereinafter referred to as the said society).

b) The said society is in possession of Plot of land bearing Survey No. 39, H.No. 4, CTG Nos. 265, 265 B of Village Eksar, Taluka-Borivali, Mumbai Suburban District and area measuring 843.20 sq. meters or thereabouts (Hereinafter referred to as the said premises). The Copy of the Registration Certificate of the society is annexed herewith.

c) The Applicant states that the building of said society consists of one wing, building known as Om Shanti Co-operative Housing Society Limited, having 18 flats and 2 Shops.

d) The Applicant states that the Opponent has entered in to an Agreement for Sale of flats with the individual purchasers of the flat as required by Section 4 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and most of the Agreements are duly stamped as required under the Bombay Stamp Act, 1958, and also duly registered as required under the Registration Act, 1908. The Opponent has agreed to convey the said premises with the entire building constructed thereon (herein after referred to as "the said Property") to the said society within the period agreed upon in the Agreement or within a period of four months from the formation of the said society, as provided in rule 9 Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Rules, 1964. The Copy of the said Agreement for sale executed with one of the flat purchaser Mr. Sitaram Kotekar with the Opponent No. 1 and the list of persons members and proof of the Payment of stamp duty is annexed with this Application.

e) The Opponent have failed to execute a Conveyance for conveying the right, title and interest of the promoter in the land and building in favour of Applicant, to which they are legally entitled to have and enjoy as provided under the said act and rules made there under.

f) The Applicant is, therefore entitled to have a certificate issued by this Competent Authority that the Applicant is entitled to have a unilateral deemed conveyance in respect of suit premises under section 11 of the said Act.

Accordingly, this Competent Authority be pleased to issue a certificate of entitlement unilateral conveyance of land admeasuring 843.20 sq. meters as specifically set out (Plat Property Registration Card) which is also included an area admeasuring 1.60 sq. meters, which is handed over to A.L.B. and Declaration-Cum-Indemnity bond.



27.09.1994 which is registered under Sr. No. BDD/1117/1994. A Copy of the Articles of Agreement dated 1986/1982, with Flat purchaser along with the building situated at Plot of land bearing Survey No. 39, Hissa No. 4, CTS Nos. 265A, 265B of Village - Eksar, Taluka Borivali, Mumbai Suburban District, an area admeasuring 843.20 Sq. Mtrs. in favor of the Applicant as the same falls within jurisdiction of this Hon'ble Competent Authority.

b) The Applicant will rely a list of documents, which is annexed hereto.

The Applicant therefore prays that :

1. This Hon'ble Competent Authority be pleased to grant the certificate that the Applicant is entitled to have a unilateral deemed conveyance of suit premises w/s. 11 of Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 and to have it registered.

2. Free costs of the Application to be provided.

3. Free such other reliefs in this Hon'ble competent authority may deem fit.

4. Summary of arguments of legal heirs of Mr. Bhaskar Bala Bhandari and others:

a. It is stated that the Applicant Society has mentioned the wrong area i.e. 843.20 sq. mtrs. in their Unilateral Deemed Conveyance Application and misguidance this Authority. It is stated that out of the said plot of land having area admeasuring 843.20 sq. mtrs., plot of land having area admeasuring 200.06 sq. mtrs. or thereabout was reserved for the D. P. Road and which is already surrendered to MCGM. It is further stated that the City Survey Office, Borivali has opened fresh property card bearing CTS No. 265/B and BMC is appearing as a holder of this land. It is stated that the same facts was also admitted by the Applicant in their Application.

b. It is stated that there are 18 flats and 4 shops have been constructed by the builder but the Applicant Society has not submitted all the registered agreement with the builder and Development Agreement to obtain unilateral deemed conveyance from the District Deputy Registrar. It is further stated that the Applicant Society has submitted only one Agreement for Sale executed with the Builder and individual flat purchaser.

c. It is stated that the Applicant society has not sent the legal notice to the land owner as they are the interested parties to execute the Conveyance Deed.

d. It is stated that the Applicant Society has not submitted the Architect Certificate for the balance FSI available in the said property.

e. It is stated that the Applicant Society has not submitted the Affidavit of the authorized representative of the Applicant Society.

f. It is stated that the Applicant Society has submitted the copy of CTS plan of 1995.

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g. It is stated that there is a dispute between the legal heirs of original land owner and builder for non delivery of possession of flats to legal heirs.

h. It is stated that the Applicant Society is guilty of violation of various provisions of law such as Bombay Municipal Corporation Act, 1938, Maharashtra Co-operative Societies Act, 1960, Bombay Stamp Act, 1958, Development Control Regulation etc. and on this ground also this application is liable to reject.

i. It is stated that the members of the Applicant Society have carried out alterations made without complying the plans and specification of society building.

बरेल - ८/		Summary of arguments of Applicant Society: -
१७७५	१७३	२००
२०२२		18 Residential Flats 4 shops in all total 22 units known as the Om Shanti Co-operative Housing Society Ltd. It is stated that the said building is standing on the plot of land bearing Survey No. 39, Hissa No. 4 corresponding to CTS No. 265/A having area measuring 642.60 sq. mtrs. and 265/B having area admeasuring 200.60 sq. mtrs. It is stated that the plot of land bears CTS No. 265/B having area admeasuring 200.60 sq. mtrs. handed over to the BMC for D.F. Road and the Applicant Society is entitle to get the plot of land bearing CTS No. 265/A having area admeasuring 642.60 sq. mtrs.

Observation & Conclusions:

Considering the various facts and documents placed before me in the course of proceedings, I have come to conclusion as under:-

1. The Applicant is a co-operative housing Society known as Om Shanti Co-operative Housing Society Ltd., having its registered address at Vazira Naka, Borivali (West), Mumbai-400 092. As an evidence, certificate of registration of society bearing No. BOM/WR/HSG/TC/3385-87/88 dated 22/04/1988 issued by the Deputy Registrar of Co-operative Societies, R- Ward, Mumbai which has been attached with the application.
2. The Applicant society has filed an Application in Form No. VII on 25.10.2013.
3. As per the application in FORM VII, the society has claimed the ownership of the land along with building and the Plot of land bearing Survey No. 39, Hissa No. 4, CTS Nos. 265 A, 265 B admeasuring 843.20 sq. meters situated at Village Eksar, Taluka-Borivali, Mumbai-400 091, Mumbai Suburban District. The area claimed by the Society in the Application and description of property referred by the applicant society has been further confirmed by Property card and which is submitted along with the application and it is clearly mentioned the details of the transfer of rights from Opponents to Flat owners.
4. The Application is in proper format and duly stamped as required.
5. The Applicant has furnished sufficient content to establish their right.

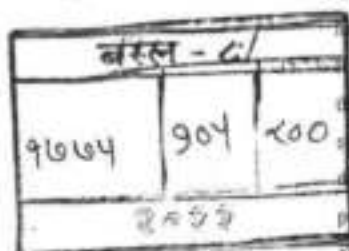


6. The Applicant society has adopted proper procedure and passed appropriate resolution as required.
7. On perusal of the Application and the annexure annexed to the aforesaid application, a notice in Form No. X was issued on 08.01.2014 to invite claims and objection of Opponents.
8. The Applicant Society has taken out an Application for Amendment of the Original Application filed under section 11 (3) and section 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 to add Opponent Nos. 2 (a) to (i) herein and amended the said Application as per Schedule of Amendments. The said Amendment Application was allowed and the Applicant Society was permitted to carry out the required amendments. The Applicant Society has amended the said Application within reasonable time.
9. The conferment of the powers under Section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 issued by Housing Department on 25th February, 2011 and 9th January, 2013 vide Order No. MOF 2013/K. R. 228 / R&R2. This Authority has been given Jurisdiction of Western Suburbs Goregaon to Dahisar and accordingly, this office has jurisdiction and power to try and decide the present Application filed by the Applicant u/s 11 of MOFA 1963.
10. As per the Agreement executed by the Opponent with individual Flat purchasers, all Opponents were under legal obligation to do convey the said suit premises in favour of the Applicant Society within a span of four months from the date of formation of the said Society as provided under Rule 9 of the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963.
11. Since the Owner / Developer has failed to convey the land and building within 4 months of registration of the society, the Applicant Society is entitled to make application as provided u/s 11(3) of the said Act.
12. It further reflects that the Opponent No. 1 in capacity of Developer has constructed the building and sold the Flats which are now owned by the members of the Applicant society.
13. It is observed from the approved plan and Occupation Certificate dated 09/04/1997 submitted with this application which shows that the plan was approved and it clearly specify the property description as mentioned in Articles of Agreement dated 26.08.1963 executed between the Opponent No. 1 i.e. builder/promoter and flat owner and due to which Occupation Certificate is granted in respect of Applicant's building and property. The description matches with the description of the property mentioned in the Application. Area claimed by the applicant in the application matches with the Property card.

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14. It is observed that the Opponents have raised the objection that Applicant Society has mentioned the wrong area i.e. 843.20 sq. mtrs in their Unilateral Deed of Conveyance Application and misguide this Authority. That out of the said plot of land having area measuring 843.20 sq. mtrs., a plot of land having area measuring 200.00 sq. mtrs or thereabout was reserved for the D. P. Road and which is already surrendered to MCGM and the City Survey Office, Borivali has opened a fresh property card bearing CTS No. 265/B and BMC is appearing as a holder of this land. The said fact is confirmed by the Building Approved Plan and the land records. Hence the Applicant Society is entitle to get the conveyance of the plot of land Survey No. 39, Hissa No. 4 corresponding to CTS No. 265/A having area measuring 642.60 sq. mtrs.



- It is observed that the Opponents have raised the objection that the members of the Applicant Society have carried out alteration without amending the plans and specification of society building. The Opponents also contended that there is a dispute between legal heirs of land owner & the builder for non delivery of possession of flats. These contention of the Applicant Society is rejected. The competent Authority has the limited role under section 11 of MOFA and this issue can not be entertained before this Authority. To seek relief under this ground Opponents have to approach the appropriate court.

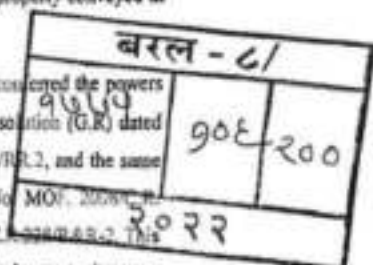
16. I have heard and perused the various facts, documents and submissions placed before this proceeding and it is further verified and proved from the documents submitted along with this application.
17. Further as per section 11 of MOFA, 1963, it is the statutory right of every society to get the conveyance of land and building within 4 months of its registration from the promoters. The promoters failed to discharge the statutory obligation cast on the opponents under MOFA.
18. The Opponent No. 1 has constructed the building of the applicant society and sold the flats to the individual members of the society. As per the agreement the opponent was required to prepare the conveyance deed to transfer the entire right title and interest of the said land in favour of the applicant society as the promoter had jointly, along with land owner, become responsible to grant the conveyance of the said land and the building to the applicant. The agreement between the promoter and the individual flat owners clearly indicates that the flats are sold by the Opponent No. 1 and have become the promoters under the provisions of the Act and this office has been delegated powers as the Competent Authority to grant the unilateral conveyance of land and building to the society who have not been granted the conveyance of land and building within the statutory period of 4 months of formation of the society.

19. Promoter has been defined under 2 (c) of MOFA, 1963 as under:
- a. "Promoters" means a person and includes a partnership firm or a body or association of persons, whether registered or not who constructs or causes to



be constructed a block or building of flats, or apartments for the purpose of selling some or all of them to other persons, or to a company, co-operative society or other association of persons, and includes his assignees; and where the person who builds and the person who sells are different persons, the term includes both." Thus, as per MOFA, promoter includes the person who has constructed or causes construction and includes its assignee.

- b. The flat purchasers who have purchased the flats from the promoter in the said building have registered a society under Maharashtra Co-operative Societies Act, 1960 with a main object of getting the conveyance of land as described above and building standing thereon and to manage the property conveyed as stipulated under section 11 of the Act.
20. The Government of Maharashtra, Housing Department has conferred the powers under section 5A of the MOFA, 1963 vide Government Resolution (G.R.) dated 23rd June, 2008 vide Order No. MOF. 2008/C.R. 24(Part II)/RR.2, and the same has been further amended on 25th Feb, 2011, vide Order No. MOF. 2008/C.R. 24(Part II)/RR.2 and on 9/1/2013 vide order no. MOF-2012/C.R. 24(Part II)/RR.2. This authority has been given the jurisdiction of Western Suburban area between Goregaon to Dahisar and accordingly, this office has the jurisdiction and the power to try and decide the application filed by the applicant under section 11 of the MOFA, 1963.
21. I proceed to pass the order as per the prayers and the application made by the applicant on the basis of observations made above and the documents submitted, written statements given, oral arguments made by the applicant and Opponent.
22. The Applicant is entitled to have a certificate issued by this Competent Authority that the Applicant is entitled to have a unilateral deemed conveyance in respect of the said premises under section 11 of the Act. Hence, this Competent Authority is pleased to issue a certificate of entitlement of unilateral conveyance of Plot of land bearing Survey No. 39, Hissa No. 4 corresponding to CTS No. 265/A having area admeasuring 642.60 sq. mtrs situated at Village Eksar, Taluka-Borivli, Mumbai-400 091, Mumbai Suburban District along with the building constructed thereon known as "Om Shanti CHS Ltd" in favour of the Applicant and entitled to get the unilateral conveyance deed prepared and executed, as deemed conveyance and get it registered as provided under the Act.
23. This Competent authority has made the enquiry as deemed necessary and has verified the authenticity of the documents submitted and has given the promoter reasonable opportunity of being heard.
24. Hence, I pass the following order as per Rule 13 (5) (c) and grant the certificate as provided under section 11 (4) of the Act.



ORDER AND CERTIFICATE

In exercise of powers conferred on me under section 5A of Maharashtra Ownership of Flats Act, 1963, I N. R. Nikam, District Dy. Registrar, Co-operative Societies (4), Mumbai and competent authority under section 5A of Maharashtra Ownership of Flats Act, 1963.

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Under (3) of Maharashtra Ownership of Flats Act, 1963 (Regulation of the Construction, Sale, Management and Transfer) Act, 1963, the Applicant "Om Shanti Co-operative Housing Society Ltd." housing society registered under the Maharashtra Co-op. Societies Act, 1960, under registration No. BOM/WTU/ISO/3385/ 1987-88 dated 22.04.1988 having its registered office at Vashi Naka, Borivali (West), Mumbai-400 092 is entitled to Unilateral Conveyance executed as Deemed Conveyance in their favour and to have it registered.

2. Thus it is entitled to have a unilateral conveyance of piece and parcel of land bearing Survey No. 39, Hissa No. 4 corresponding to CTS No. 265/A having area admeasuring 642.60 sq. mtrs situated at Village Eksar, Taluka-Borivali, Mumbai-400 091, Mumbai Suburban District, is a fit case to get a Unilateral Conveyance Deed prepared and executed as Deemed Conveyance and get it registered as provided under the Act Subject to compliance of the Bombay Stamp Act 1958 and the Registration Act 1908 and other applicable laws.
3. I hereby authorize the Applicant society to prepare a Conveyance Deed executed as Unilateral Conveyance as Deemed Conveyance of all right, title and interest of the Opponents and its assignees and legal heirs in respect of part of large part of land bearing Survey No. 39, Hissa No. 4 corresponding to CTS No. 265/A having area admeasuring 642.60 sq. mtrs situated at Village Eksar, Taluka-Borivali, Mumbai-400 091, Mumbai Suburban District i.e. the said Property in favour of the Applicant Society.
4. I hereby direct Sub Registrar or the concerned appropriate Registration Officer appointed under the Registration Act, 1908 to register this Certificate issued by me along with the Instruments of Conveyance as unilateral Conveyance executed by me on behalf of Owners / Promoters as per the powers conferred upon me as I have been exempted under the Act to appear before the registration authority and after complying with the provisions of the law register such conveyance as Deemed Conveyance.
5. The Applicant is directed to submit the Certified Copy of Conveyance Deed, an unilateral instrument of conveyance as Deemed Conveyance registered by the sub-registrar or the Registration officer appointed under the Registration Act, 1908 along with the certified copy of index II within two months of such registration as required under Rule 9(2).
6. The Sub registrar shall take further steps in accordance with the Bombay Stamp Act, 1958, The Registration Act, 1908 and the Transfer of Property Act, 1882.



7. However this order is issued on the basis of documents and information submitted by the Applicant and in the belief that there are no disputes regarding the title of the said land and subject to the following conditions:

- The information / documents furnished by the Applicant are correct and genuine.
- That if the above documents produced by the Applicant are found hereinafter to be incorrect and not genuine the applicant will be liable to face the consequences in accordance with law.
- No order as to cost.

Order under my seal and signature

Place: Mumbai

Dated: 8.6.2017

(N.R. Nigam)

District Deputy Registrar,
Co-operative Societies, Mumbai City (4)
Competent Authority
w/s 5A of MOFA, 1963

- Chairman / Secretary
Om Shanti CHS Limited
Jyoti Nagar, Vazira Naka,
Borivali (West), Mumbai - 400 091.
- M/s. Jay Raj Builders
Jay Raj Terrace,
Vazira Naka, L. T. Road,
Borivali (West), Mumbai - 92.
- (i) Mr. Ramnagar Bhaskar Bhandari
(ii) Mr. Harishwar Bhaskar Bhandari
(iii) Mrs. Vasanti Padmakar Bhandari
(claims to be Legal heirs and representative
of deceased Mr. Bhaskar Bala Bhandari,
as per the Extract VII-XII)
- (i) Mrs. Usha Arant Patil
(claims to be Legal heirs and representative
of deceased Mrs. Bhimabai Janu Bhandari,
as per the Extract VII-XII)
- (i) Mrs. Manohar Mukund Bhandari
(ii) Mr. Kamalakar Mukund Bhandari
- (i) Mrs. Vimal Moraji Bhoir
(ii) Mr. Mahendra Moraji Bhoir
(iii) Ms. Bhuvan Moraji Bhoir
(claims to be Legal heirs and representative
of deceased Mr. Moraji Mukund Bhandari,
as per the Extract VII-XII)
- (i) Mr. Chandrakant Mukund Bhandari
(ii) Mrs. Nalini Mohan Bhoir
(iii) Mr. Jitendra Mohan Bhoir
(iv) Mr. Chetan Mohan Bhoir
(v) Mr. Dhieraj Mohan Bhoir
(claims to be Legal heirs and representative
of deceased Mr. Mohan Mukund Bhandari,
as per the Extract VII-XII)

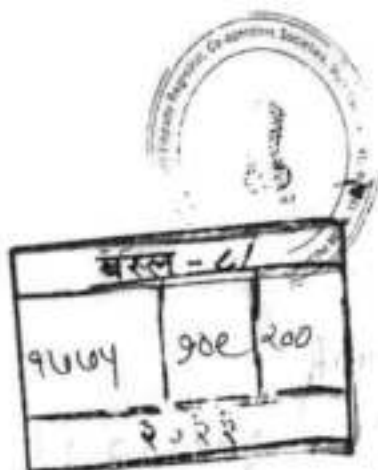
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- (h) Mr. Hemant Mukund Bhandari
 (i) Mr. Shashikant Gopinath Kasi
 (j) Mrs. Jayshree Mukund Bhandari
 (k) Mrs. Usha Anand Patil
 All above address at
 Varisu Naka, L. T. Road,
 Borivali (West), Mumbai - 42.

The Sub Registrar office, Taluka-Borivali

District Deputy Registrar,
 Co-operative Societies, Mumbai City (4)
 Competent Authority
 US 5A of the MOFA, 1963



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				१००
ANNEXURE "B"				
SR.NO	Shop No.	Name Of the Member	Existing Carpet Area	
1	1	Mrs. Girija Menon	151	
2	2	Mrs Kalpana & Mr B.B. Bhayani	194	
3	3	Mrs. Roshni J.Kelawala	151	
4	4	Mr Shivalal D Pandya & Mr.Mangilal Pandya	194	
TOTAL AREA			693	
	Flat No.	Name	Existing Carpet Area	
5	3	Smt Sarita Naik	211	
6	4	Mr Nikunj Sirodaria	299	
7	5	Mr Harish Maindan	530	
8	6	Mr S.D.Mulgaonkar	508	
9	7	Mr N. Davda	440	
10	8	Mr R.Y Oak	391	
11	9	Mr Y.C.Bhide	508	
12	10	Mrs.Yumana Koli & Mr Laukik Koli	299	
13	11	Mr J.A.Mudur	530	
14	12	Smt Devaki Suvarna & Suraj Kidyur	508	
15	13	Mr Robert D'souza & Mrs H.Dsouza	440	
16	14	Mrs Sumati S Amin	391	
17	15	Mr Arpit Choksi/Mrs K Choksi	508	
18	16	Mrs S M.Parekh & Others	440	
19	17	Mrs Indumati Rajukumar	391	
20	18	Mr Sitram Kotekar	508	
21	19	Mrs. Lilavati Kotian	391	
22	20	Mrs Kamaladevi. N Jain	508	
TOTAL AREA			7801	



District Deputy Registrar, Co-operative Societies, Mumbai City (4)
 The Competent Authority
 Under section 5A of the Maharashtra Ownership Flats Act, 1963,
 Bhandari Co-operative Bank Bldg., 2nd floor, P.L. Kale Guruji Marg, Dadar (west),
 Mumbai- 400 028.

बखल - ८/		
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No.DDR-4/Mum/D.C./Corrigendum/Om Shanti CHSL/3037/2021 Date: 13/12/2021

CORRIGENDUM

Application No. 08 of 2014

बखल - ८/		
५३७	२२	१३०
२०२२		

- Read:- 1) Order passed under Rule 13(5) (c) of MOF Rules, 1964 and certificate under sec. 11(3) and 11(4) of MOFA, 1963 by this office vide No. DDR-4/Mum/Deemed Conveyance/Om Shanti CHSL /2028/2015 Dated : 08.06.2015.
- 2) Request letter of the applicant society submitted on dated 20.11.2021 for necessary correction in the order of unilateral deemed conveyance.

The applicant society submitted an application on dated 20.11.2021 stating that the name of the landlords being Mrs. Mankubai Mukund Bhandari and Mrs. Shashikala Gopinath Kini has been incorporated wrongly as Mrs.Manubai Mukund Bhandari and Mr. Shashikant Gopinath Kini respectively. The names of the landowners are dissimilar as per the revenue records and aforesaid order. Therefore, the applicant society is not in the position to endorse the name of the society before concern authority. Therefore the society requested to issue corrigendum in the said order accordingly. I am of the view that for execution of the order, it is necessary to issue corrigendum for the correction of names as per revenue records. So I issue the corrigendum as follows.

In the said order -

- 1) On page No. 1 the name of Opp. 2 (c) is written as Mrs.Manubai Mukund Bhandari should be read as :
 Mrs. Mankubai Mukund Bhandari
- 2) On page No. 2, the name of opp. no. 2(i) is written as Mr. Shashikant Gopinath Kini should be read as :
 Mrs. Shashikala Gopinath Kini



Place : Mumbai

Date : 13/12/2021



(Signature)

(Dr. Kisber Mande)

District Deputy Registrar,
 Co-operative Societies, Mumbai City (4)

Competent Authority

U/s 5A of the MOFA, 1963

ANNEXURE C

BMP-170-34-15,00,000.

Office of the
Ex. Eng Bldg Prop (W/S) P. & R. Ward
Dr. Babasaheb Ambedkar Market Bldg.
Kandivalli (West), Mumbai-400 067

Gen. 152

बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. CHB/5440/SP (MS) /AR

- 9 APR 1997

TO:

Jairaj Builders C.A. to
Bhaskar Bala Bhandari & Others

Sub : Permission to occupy the completed bldg.
on land bearing C.T.S.No. 265A and 265B
of village Borivali (W) situated at
Jay-Raj Nagar, Godawala Lane (Extn),
Borivali (W).

Ref : Your letter No. Nil dtd. 29th Oct. 1996

Sir,

The development work of bldg. comprising of Stilt (part) +
Ground floor (part) + 5 uppfloor + 6th (part) floors on plot
bearing C.T.S.No. 265A & 265B of village Borivali situated at
Jay Raj Nagar, Godawala Lane (Extn), Borivali (W), completed under
the supervision of Shri R.D. Kamat, Lic. Architect having Licence
No. CA/75/729, Shri J.J. Kikani, Lic. Struct. Engineer having Licence
No. STR/K7 may be occupied on the following conditions :-

- (1) That the certificate u/s 270A of B.M.C. Act shall be
obtained from A.E.W.W.R. North and a certified copy of the
same shall be submitted to this office.
- (2) That all deposits shall be claimed within 6 months from
issue of occupation.

Yours faithfully,

Rohan V. Dake
Executive Engineer Bldg. Prop. (MS) 'R'



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MONARCH GROUP

"We build your desire"

ISO - 9001 - 2008

Annexure G
MONARCH CONSTRUCTION

Regd. Off : 203-A, Mahavideh, Chandavarkar Rd., Borivali (W), Mumbai - 400 092.

E-mail : monarchconstruction99@gmail.com / info@monarchgroup99.com

Website : www.monarchgroup99.com

Tel. : 022 - 3282 6162 / 2895 1156

Date:-07/07/2018.

To,
The Hon.Secretary,
OM SHANTI CHS LTD,
Jayraj Nagar, Borivali - (W)
Mumbai - 400091.

Sub: Final Revised Redevelopment offer of OM SHANTI CHS LTD,
Ref: Meeting held on 06-07-2018 at our office.

Respected Sir,

As per our meeting held with the society members on 06/07/2018 at our office, Herewith we are submitting our final revised offer for the redevelopment of your building-

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9664	992	200
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- 1) **Additional Area:** We will provide **21%** additional carpet area including Fungible area free of cost to each Residential member and **18%** additional Carpet area including Fungible area free-of cost to commercial member on the existing carpet area.
- 2) **Corpus Fund:** We will provide corpus fund of Rs.180/- per Sq.ft on the existing carpet area of the residential member and Rs.270/- per Sq.ft on the existing carpet area to the commercial members.
- 3) **Rent:** We will provide rent of Rs. 50/- per sq. ft. for residential Carpet Area and Rs. 100/- Per sq.ft to commercial carpet area occupied at present by member per month as charges towards Rent for Temporary Alternate Accommodation for first 12 months and then Rs 55/- per sq.ft. for residential and Rs.110/- Per sq. ft to commercial members for next 12 months.





MONARCH CONSTRUCTION

MONARCH GROUP

"We build your desire"

ISO - 9001 - 2008

Regd. Off : 203-A, Mahavideh, Chandavarkar Rd., Borivali (W), Mumbai - 400 082.

E-mail : monarchconstruction99@gmail.com / info@monarchgroup99.com

Website : www.monarchgroup99.com

Tel : 022 - 3262 6102 / 2885 1156

- 4) **Parking** : - We will provide 50% car parking to the society.
- 5) **Extra Area Purchase** : We will offer 100 sq. ft carpet area to each member at 10% discount on prevailing market rate.
- 6) **Shifting/Re-shifting** : We will provide Rs.15000/- per member to and fro towards the transportation charges for shifting/ Re shifting the household furniture.
- 7) **Brokerage** : One months' rent will be paid as brokerage for transit accommodation.

Thanking you,

Yours truly,

FOR MONARCH CONSTRUCTION.



बोरिवली - 6/		
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MONARCH CONSTRUCTION

MONARCH GROUP

"We build your desire"

ISO - 9001 - 2008

Regd. Off : 203-A, Mahavideh, Chandavarkar Rd., Borivli (W), Mumbai - 400 092

E-mail : monarchconstruction99@gmail.com / info@monarchgroup99.com

Website : www.monarchgroup99.com

Tel. : 022 - 3262 6182 / 2895 1156

- 4) **Parking** : - We will provide 50% car parking to the society.
- 5) **Extra Area Purchase** : We will offer 100 sq. ft carpet area to each member at 10% discount on prevailing market rate.
- 6) **Shifting/Re-shifting** : We will provide Rs.15000/- per member to and fro towards the **transportation** charges for shifting/ Re shifting the household furniture.
- 7) **Brokerage** : One months' rent will be paid as brokerage for transit accommodation.

Thanking you,

Yours truly,

FOR MONARCH CONSTRUCTION.



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OM SHANTI CO-OP HOUSING SOCIETY LTD

(Regd.No.BOM/(WR)/HSG/(TC)/3385/87-88)

JAYRAJ NAGAR, BORIVALI (WEST), MUMBAI-400091.

Date: 18th March 2018

To,
Monarch Construction,
A-203, Mahavideh, Chandavarkar Road,
Borivali West, Mumbai-400092.

Dear Sir,

This refers to the Special General Body Meeting of the society members that was held on the 17th March 2018 at Om Shanti CHS Ltd. at 8pm. wherein majority of the members were present at the meeting and the members have agreed to allocate the work of redevelopment of the society building to M/s. Monarch Construction and following resolutions were passed unanimously.

RESOLVED that M/s. Monarch Construction be and hereby appointed as the Developer for the redevelopment of Om Shanti CHS Ltd located at Jayraj Nagar, Borivali West, Mumbai-400091.

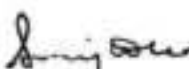
FURTHER RESOLVED that society be and is hereby authorized to initiate the documentation procedure related to the redevelopment of the society building.

Thanking you,

For Om Shanti Co-operative Housing Society Ltd.

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Harish Maindan
(Chairman)


Suraj Kidlyur
(Hon.Secretary)


Robert D'souza
(Hon.Treasurer)



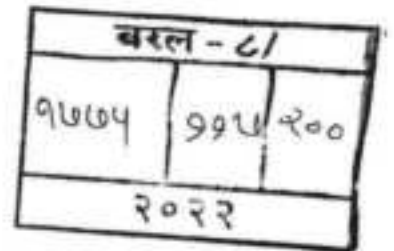
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ANNEXURE "I"

Sr.No	Shop No	Name of the Member	Existing Carpet Area	21% Add Area	Total Area	Extra pur area	New Carpet Area
1	1	Mrs. Girija Menon	154	32	186	28	214
2	2	Mrs Kalpana & Mr Bhavesh B. Bhayani	194	41	235	44	279
3	3	Mrs. Roshni J.Kelawala	151	32	183	57	240
4	4	Mr Shivlal D Pandya & Mr.Mangilal Pandya	194	41	235	33	268
		Total	693	146	839	162	1001

	Fiat No	Name of the Member	Existing Carpet Area	Flat 21% Additional Area	Total Area	Extra Purchase Area	New Carpet Area
5	3	Mrs. Sarita Naik	211	44	255	107	362
6	4	Mr Nikunj Sirodaria	299	63	362	184	546
7	5	Mr Harish Malindan	530	111	641	10	651
8	6	Mr Sandeep D. Mulgaonkar	508	107	615	36	651
9	7	Mr Narottam D. Davdia	440	92	532	28	560
10	8	Mr Prashant Oak	391	82	473	1	474
11	9	Mr Yashwant C.Bhide	508	107	615	0	615
12	10	Mr Laukik Koli	299	63	362	112	474
13	11	Mr Jagdish A.Mudur	530	111	641	110	751
14	12	Smt Devaki Suvarna & Mr. Suraj Kidlyur	508	107	615	0	615
15	13	Mr Robert D'souza & Mrs Helen.D'souza	440	92	532	83	615
16	14	Mrs Sumati S Amin	391	82	473	28	501
17	15	Mr Arpit Choksi/Mrs Kashmira Choksi	508	107	615	36	651
18	16	Mrs Satyabhama M.Parekh Jagdish M.Parekh & Bharat M Parekh	440	92	532	1	533
19	17	Mrs Indumati Rajkumar	391	82	473	178	651
20	18	Mr Sitaram Kotekar	508	107	615	36	651
21	19	Mrs. Leelavathi H Kotian	391	82	473	87	560
22	20	Mrs Kamaladevi. N Jain	508	107	615	36	651
		Total	7801	1638	9439	1073	10512



Annexure J

RENT DETAILS

SR.NO	Shop No.	Name Of the Member	Existing Carpet Area	Rent for 1st 12 Mths at Rs 90/-per month	Rent for 2nd 12 Mths at Rs 100/-per month
1	1	Mrs. Girija Menon	154	13860/-	15400/-
2	2	Mrs Kalpana & Mr B.B. Bhayani	194	17460/-	19400/-
3	3	Mrs. Roшни J.Kelawala	151	13590/-	15100/-
4	4	Mr Shivali D Pandya & Mr. Mangilal Pandya	194	17460/-	19400/-
		TOTAL AREA	693	62370/-	69300/-
	Flat No.	Name	Existing Carpet Area	Rent for 1st 12 Mths at Rs 50/-per month	Rent for 2nd 12 Mths at Rs 55/-per month
5	3	Smt Sarita Naik	211	10550/-	11605/-
6	4	Mr Nikunj Sirodaria	299	14950/-	16445/-
7	5	Mr Harish Maingan	530	26500/-	29150/-
8	6	Mr S.D.Mulgaonkar	508	25400/-	27940/-
9	7	Mr N. Davda	440	22000/-	24200/-
10	8	Mr R.Y Oak	391	19550/-	21505/-
11	9	Mr Y.C.Bhide	508	25400/-	27940/-
12	10	Mrs Yumana Koli & Mr Laukik Koli	299	14950/-	16445/-
13	11	Mr J.A.Mudur	530	26500/-	29150/-
14	12	Smt Devaki Suvarna & Suraj Kidyur	508	25400/-	27940/-
15	13	Mr Robert D'souza & Mrs H.Dsouza	440	22000/-	24200/-
16	14	Mrs Sumati S Amin	391	19550/-	21505/-
17	15	Mr Arpit Choksi/Mrs K Choksi	508	25400/-	27940/-
18	16	Mrs S.M.Parekh & Others	440	22000/-	24200/-
19	17	Mrs Indumati Rajukumar	391	19550/-	21505/-
20	18	Mr Sitram Kotekar	508	25400/-	27940/-
21	19	Mrs. Lilavati Kotian	391	19550/-	21505/-
22	20	Mrs Kamaladevi. N.Jain	508	25400/-	27940/-
		TOTAL AREA	7801	390050/-	429055/-

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