



Date: 01.03.2024

To The Manager The Cosmos Co-op. Bank Ltd.

Dear Sir/s,

- 1. We confirm that we have sold shop No. 01 in the building known as "Modirealty Wisteria" and situated at Sector No. 3, Charkop, Kandivali (W), Mumbai - 400 067 to Mr. Raju Shoobarao Gauli for a total consideration of Rs. 48,00,000/under agreement dated 18-04-2022.
- 2. The above agreement has been lodged/ ordered for registration under No. BRL9/5635/2022 of year 2022 on 18-04-2022 with Sub-Registrar of Assurance . We have admitted execution of the said agreement at the Sub-Registrar office on 18-04-2022.
- We further state as follows -3.
 - a) We have obtained necessary permission / approvals / sanctions for construction of the said building from the concerned competent authority.
 - b) The construction of the building and of the Shop is carried out in accordance with the approved plans.
 - c) We have no objection to the above buyer/s i.e. Mr. Raju Shoobarao Gauli mortgaging the said Shop to you as security for the loan agreed to be obtained from you for the purpose of purchasing the said Flat/Shop.
 - d) We also shall give proper notice to the Co-operative Society, about the mortgaging of the said Shop in favour of The Cosmos Co-op. Bank Ltd.

We further confirm that the Shop which is the subject matter of the letter is free from any encumbrances and the title of the land, Shop is clear and marketable.

We are agreeable to accept The Cosmos Co-op. Bank Ltd. as a nominee of Mr. Raju Shoobarao Gauli and once the nomination favouring the bank has been registered and advice is sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

We have created a lien on the said Shop in favour of The Cosmos Co-op. Bank Ltd., Mumbai in our records.

Yours faithfully,

Modirealty Developers Pvt. Ltd

Keshav Modi

Director

Project Management Consultants
Architects, RCC Consultants & Landscape Dasigner
Empaneled: Mhada Architect, Chartered Engineer
SRA: (PMC) Project Management Consultants
(TPQA) Third Party Quality Auditor, Repair Consultant

Date: 11/02/2024

To Whomsoever It May Concern

Sub: Architect Completion Status for Building "Modirealty Wisteria"

Ref: - Proposed building bearing CTS No.1C/1/386 of Village Kandivali Taluka Borivali.

IOA No. - MH/EE/(B.P.)/GM/MHADA-74/1074/2022 dated 14.03.2022

AMENDED PLAN No. – MH/EE/(B.P.)/GM/MHADA-74/1074/2022 dated 02.06.2022

Sir/ Madam,

I, Shri. Charudatta V. Samant, have undertaken assignment as an Architect of the work carried out on the above referred Building is as per Architectural design & day to day site supervision done by site Eng. which are duly sanctioned in amended plan no.MH/EE/(B.P.)/GM/MHADA-74/1074/2022 dated 02.06.2022.

We hereby certify that the work of said building is completed up to 22nd Slab named as **Modirealty** Wisteria and it has been initiated under our technical expertise satisfactorily.

Thanking You.

Yours Faithfully,

For Charudatta V. Samant

Charudatta Vasudev Samant

Website: www.cnsconsultants.org Contact- 983397296 E-mail: consultants.cns@gmail.com Reg. Office Address- B-47/185, Siddarth Nagar, Road No.8, Goregoan West, Mumbai 400 104.



		मूल्यांकन पः	त्रक (महरी क्षेत्र - वांधीव)		18 April 2022,07 30 40 PA
aluation ID	20220411				बरल
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वार्षिक मूल्य दर तक्त्यानु खुली जमीन ssi30	सार मूल्यदर रु. निवासी सदनिका 120980	कार्यालय 133080	दुकाने 145180	औद्योगीक 120980	मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Bull Up)- बांधकामाचे वर्गीकरण- उद्भवाहन सुविधा- रस्ता सन्मुख - संमिश्र वापराच्या इमारती	।-आर सी सी नाही आहे	मिळकतीचा वापर- मिळकतीचे वय- मजला - कॉ्नरवरील दुकान -	तळमजल्यावरील दुकाने o TO 2वर्षे Ground Floor नाही	मिळकतीचा प्रकार- मूल्यदर/बांधकामाचा दर -	बांधीव Rs 145180/-
	Property constructed a		ग8 यदर - खुल्या जमिनीचा दर) * घर 0-55130) * (100 / 100))+5	मा-यानुसार टक्केवारी)+ खुल्या जमि	रीचा दर)
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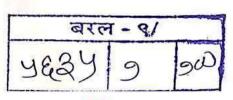
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Agreement Varie: 45,71,425

:- 2,28,600 h Stamp Duty

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PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

THIS PERMANENT ALTERNATE ACCOMMODATION AGREEMENT is made and entered into at Mumbai, on this 31st day of March, in the Christian Year of TWO THOUSAND TWENTY-TWO(2022);

BETWEEN:

MODIREALTY DEVELOPERS PRIVATE LIMITED, CIN NO. 25 CONTROL 170109MH2020PTC350147, [PAN NO. AAOCM0584E] a Private Limited Company incorporated and registered under the Companies Act, 2013 having its registered office at 601, 6th floor, Prem Sagar, 57 Swastik CHSL., N.S. Road No.3, Juhu Scheme, Vile Parle (West), Mumbai-400056 through its Director MR. KESHAV MODI, hereinafter referred to as "DEVELOPERS" (which expression shall, unless contrary of the BAN DISTRICT OF THE AND AND STREET AND

RAJU SHOOBARAO GAULI (PAN: AEQPG4260E) (UIDAI: 617449523326), adult, Indian Inhabitants, residing at, Shop No.01, hereinafter referred to as "THE MEMBER/S" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include their heirs, executors and administrators) of the

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CHARKOP SHREE KRISHNA CO-OPERATIVE HOUSING SOCIETY LTD. No: AAAAC8322N) a Society registered under the provisions of the Maharashtra (No: AAAAC832217 B ... No: AAAAAC832217 B ... No: AAAAC832217 B ... No: AAAAC832217 B ... No: AAAAAC832217 B ... No: AAAAAC83217 B .. operative Societies 7th, dated 7th October, 1994 and having its Registered Office at Plot No.RDP-6, CHR.21 Sector No.3, Charkop, Kandivali (W) Mumbai-400 067, through their Office bears namely:

1.	MS. SULBHA N. PORE	ORE		
2.	MR. GOPALRAO A. SURYAVANSHI	(*)	Secretary	
3.	MR. SUDHIR G. BORKAR		Treasurer	

Hereinaster referred to as"THE SOCIETY" (which expression shall unless it he repugnant to the context or the meaning there of be deemed to mean and include the Membersfor time being and from time to time of the said Societyand their successors-intitle and permitted assigns) of the THIRD PART;

The said "Developers", the said "Member/s" and the said "Society", individually, hereinafter shall be collectively referred to as the "Parties".

WHEREAS:

The Society is absolutely seized and possessed of otherwise well and sufficiently entitled to the property being ALL THAT piece or parcel of leasehold Plot of land bearing No.212, on MHADA layout, bearing Survey No.149 (part), C.T.S No.1/C/1/386 of village Kandivali admeasuring 900 sq.mtrs or thereabouts, Taluka Borivali in the Registration District of Mumbai City and Sub-District of Mumbai Suburban situated at Plot No. RDP-6, CHR-212, Sector No. 3, Charkop, Kandivli (W), Mumbai - 400 067(hereinafter referred to as the said and") TOGETHER WITH the building standing thereon known as "Charkop Shree Crishna" consisting of Part Ground plus Part Stilt plus 6 Upper Floors plus Part 7th Phor Exprising of 20 flats and 4 shops situate, lying and being at Plot No. RDP-6, CHR-212, Sector No. 3, Charkop, Kandivli (W), Mumbai - 400 067(hereinafter referred to as the still "Old Building"), the said Land and the said Old Building unless referred separately shall hereinaster collectively be referred to as "the said Property" and more particularly mentioned in the firstSchedule hereunder written; By and underthe Development Agreement dated 30.11.2021 and registered with the office of Shi Registrar of Assurancesat Borivali -7 Mumbai, under Sr.No.BRL-7/9036/2021("the said Development Agreement"), made and executed by and between the Society herein

(therein also referred to as the Developer) of the Third Part, the Society has granted full and exclusive development rights with the consent and confirmation of the Memberstherein in respect of the said Property, unto and in favour of the Developers to redevelop the said Property by demolishing the said Building on the said Landand constructing the New Multistoried Building thereonat orfor the price and consideration and upon the terms and conditions more particularly recordedtherein; The copy of the Index II of the registered Development Agreement is annexed hereto as Annexure-A;

- C. By a Power of attorney dated 28.12 .2021 executed by Society appointing Developers as their lawful attorney, with the sub Registrar of Assurance, Borivali-7 under the Sr. No. BRL-7/10621 of 2021 dated 28th December,2021 (said Power of Attorney) wherein the Society have granted powers to do all or any of the acts, deeds, matters and/or things concerning the said property to Developers upon the terms and conditions more particularly mentioned therein;
- D. Simoultaneously, with Power of Attorney, the Developers have also executed a Deed of Indemnity dated 28.12.2021 against the said Power of Attorneyin favour of the Society to indemnify the Society for the loss and/or damage suffered to the Society and Members in any manner whatsoever mentioned upon the terms and coditions more particularly mentioned therein;
- E. In these circumstances, the Developers herein are entitled to develop the said Property.
- F. The Developers have got the plans and specifications sanctioned from the designated Planning authority for MHADA layout namely, Building Permission Cell Greater Mumbai under Intimation of Approval (IOA) dated 14th March, 2022 bearing Ref.No.MH/EE/BPCell/GM/MHADA-75/1074/2022for construction of the New Building on the said Property. The copy of the IOA is annexed hereto as Annexure B...
 - multistoried building and shall provide 20 individual Residential Premises and of the New Building, to the existing Members as permanent alternate accommodation in lieu of their existing flat/s or shop/s in the said Old Building. The said 20 individual Residential Premises, 4 shopsand 24 car parking spaces along with all the amenities which are to be provided by the Developers to the existing Members being the "MEMILERS" as defined in the said Development Agreement. The remaining flats/shops and car parking spaces being the "DEVELOPERS ENTITLEMENT" as

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defined in the said Development Agreement and Developers are authorized to the prospective purchasers/s premises comprised in his entitlement to the prospective purchasers/s as mention

- H. The Member/s herein, owns Shop No. 01 on the ground floor, in the said Old Building the Society admeasuring 120.93 sq.ft. carpet area (herein after referred to as with MEMBER'S OLDFLAT/PREMISES") and are also holding 05 shares of Rs.50/. bearing Distinctive Nos. 101 to 105 (both inclusive) under Share Certificate No. 21, and. Member's Registered No. 21 issued by the Society herein (hereinafter referred to as "THE SAID MEMBER'S SHARES"). The said Member's Premises and the said Member's Shares are hereinafter jointly referred to as "THE MEMBER'S ORIGINAL PREMISES", and are more particularly described in the Second Schedule hereunder written. The copy of the Share Certificate is annexed hereto as ANNEXURE "C";
- Pursuant to Resolution passed in Special General Body meeting held on 31st January 2022 the Members were allotted the allocation of the New Premises in the said New Building (defined herein below) and same is agreed by all theMembers. The copy of the Resolution dated 31st January 2022 is annexed hereto as ANNEXURE "D".
- J. In lieu of the Members Old Premises, the Developers hereby confirm the allotment of the New Shop (as intimated by the Society as per the Resolution dated 31st January 2022) by way of Permanent Alternate Accommodation, free of cost and on ownership basis, to the Member/s herein, being Shop No. 01, admeasuring 166.88 sq.ft. MCGM carpet area (i.e. 167.35 sq. ft. RERA Carpet Area), on ground Floor [which comprises of area of Members Old Shop plus 38% MCGM carpet area as an additional area on the Member's Old Shop agreed to be provided free of cost as per the terms of the said Development Agreement] (hereinafter referred to as "the Member Free Area/Member Entitlement"), in the New Buildingto be named as "Modirealty Wisteria" (hereinafter referred to "the said New Building") to be constructed on the said Land.

The Members is desirous to purchase an additional area of 186.65 sq.ft. Rera carpet area K. from the Developers, requested the Developers to sell from his entitlement 186.65 sq.ft. Rera carpet area (herest) fler referred to as "the said Purchase Area") for which the Member/s has agreed to pay to the Developers the total consideration of Rs. 45,71,425/-(Rupers Forty-Five Jakhs Seventy-One Thousand Four Hundred and Twenty-Five only) [subject to applicable TDS] calculated at the rate of Rs. 24,492/- (Rupees Twenty Eight Four Thousand Four Hundred and Ninety-Two only) per sq.ft. Rera carpet area in the

per the Member's request, the Developers have agreed to merge the said Purchase Area with the Member's Free Area/Member Entitlement and consolidate the

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said New Building") to be constructed on the said Land. in the New Buildingto be named as "Modirealty Wisteria" (hereinafter referred to "the

manner set-out heremafter; Four Thousand Four Hundred and Ninety-Two only) per sq.ft. Rera carpet area in the [subject to applicable TDS] calculated at the rate of Rs. 24,492/- (Rupees Twenty Eight Rupees Forty-Fixe Akhs Seventy-One Thousand Four Hundred and Twenty-Five only) Member/s has agreed to pay to the Developers the total consideration of Rs. 45,71,425/-Rera carpet area (herein fiter referred to as "the said Purchase Area") for which the from the Developers, requested the Developers to sell from his entitlement 186.65 sq.ft. The Member/s is desirous to purchase an additional area of 186.65 sq.ft. Rera carpet area

Area with the Member's Free Area/Member Entitlement and consolidate the same into As per the Member's request, the Developers have agreed to merge the said Purchase

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one shop;

- M. Accordingly, the Developers have agreed to provide to the Member/s herein on ownership basis, a new shop bearing No. 01 admeasuring 354 sq.ft RERA carpet area [which comprises of area of the Member's Old Shop plus 38% MCGM carpet area as an additional area on the Member's Old Shop and which shall also include fungible FSI with or without premium plus said Purchase Area] on ground the floor (hereinafter referred to as "the said New Shop") of the said New Building to be constructed on the said Landand shown surrounded by red colour boundary line on the floor plan of the New Building annexed hereto and marked as ANNEXURE "E"; The said New Shop is more particularly described in the Third Schedule hereunder written;
- N. The Society is executing these presents to confirm and acknowledge that as per the terms of the said Development Agreement the Member/s are entitled to the said New Shop to be provided by the Developers free of cost on ownership basis without the allotment of the said Car Parking Spaces by the Society in the manner set-out hereinafter;
- O. Pursuant to the said DevelopmentAgreement, the Developers with the confirmation of the Society are executing this Permanent Alternate Accommodation Agreement in favour of the Member/s herein, of the Society, on the terms and conditions and in the manner herein after appearing:

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. RECITALS - BINDING UPON THE PARTIES:-

It is agreed and declared by the parties hereto that the recitals narrated herein above contain the factual position relating to the said Property and development thereof. The statements, are declarations and representations made therein are true and correct. The parties repeat reiterate and confirm the contents of the recitals, and the terms and phrases defined in the recitals as if the same were incorporated in the operative part of this Agreement. The Parties confirm that the said Development Agreement is valid, subsisting and binding.

2. DEVELOPMENT AGREEMENT:

The Societywith the consent and confirmation of the Members has entered into Development Agreement dated 30.11.2021 (said Development Agreement), with the Developers for development of the said Property, on the basis of which, the Developers have agreed to provide to the Member/s, Permanent Alternate Accommodation on ownership basis as mentioned hereinabove.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscriberations written. respective hands the day first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(The said Property)

ALL THAT piece or parcel of leasehold Plot of land bearing No.212, on MHADA bearing Survey No.149 (part), C.T.S No.1C/1/386 of village Kandivali admeasuring sq.mtrs or thereabouts, Taluka Borivali in the Registration District of Mumbai City and § District of Mumbai Suburban situated at Plot No.212, RDP-6, CHR-212, Sector No. Charkop, Kandivli (W), Mumbai - 400 067 TOGETHER WITH the building stand thereon known as "Charkop Shree Krishna" consisting of Part Ground plus Part Stilt p 6 Upper Floors plus Part 7th Floor comprising of 20 flats and 4 shops situate, lying a being at Plot No. RDP-6, CHR-212, Sector No. 3, Charkop, Kandivli (W), Mumbai -4 067.

THE SOCIETY standing thereon and bounded as follows that is to say-

On or towards the West

:by Plot No.214,CTS No. 1/C/1/385

of village Kandivali

On or towards the South

:by Open Space

On or towards the North

:by 27.45 mts. wide D.P.road

On or towards the East

:by 9 mts. wide D.P.road

THE SECOND SCHEDULE ABOVE REFERRED TO:-(MEMBER'S OLD PREMISES)

Shop No.01 on the ground floor, in the Building of the Society admeasuring 188.80 sq.ft carpet area and are also holding 05 shares of Rs. 50/- each bearing Distinctive Nos. 101 to 105 (both inclusive) under Share Certificate No.21, and Member's Register No.21 issued by the Society herein, lying, being and situate at Plot No.212, RDP-6, CHR-212, Sector No.3, Charkop, Kandivali (W) Mumbai-400 067.

<u> IE THIRD SCHEDULE ABOVE REFERRED TO:-</u> (The NEW PREMISES)

Premises bearing Shop No. 01, admeasuring 353.01 sq.ft. carpet area (i.e. 354 sq. ft. REPA Carpel Area)or thereabouts, on ground Floor, in the New Building to be named as Modirealty Wisteria lying, being and situate at Plot No.212, RDP-6, CHR-212, Sector No.37 Charkoff Kandivali (W) Mumbai-400 067.

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हाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण









Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation no. TPB/4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

INTIMATION OF APPROVAL (IOA)

No.MH/EE/BP Cell/ GM/MHADA-75/ 1074 /2022 Dated:- 1 4 MAR 2022

To,
Shri. Gautam Modi,
of M/s Modirealty Developers
CA to Charkop Shree Krishna CHSL.
Premsagar, N.S. Road No. 3,
Juhu Scheme, Vile Parle (W),
Mumbai-400 056.

Sub:- Proposed redevelopment of existing building known as "Charkop Shree Krishna CHSL", Plot No. 212 situated at CTS No. 1C/1/386 of Village Kandivali, RDP-6, Sector-3, Kandivali (West), Mumbai – 400067.

Ref:- 1. Concessions approval from Hon'ble VP/MHADA dtd 31.12.2021
2. Application for IOA from L.S. Shri. Charudatta Samant dtd. 27.12.2021.

Dear Applicants,

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966submitted with letter dated27.12.2021and the plans, Sections Specifications and Description and further particulars and details of your Proposed redevelopment of existing building known as "Charkop Shree Krishna CHSL", Plot No. 212 situated at CTS No. 1C/1386 of Village Kandivali, RDP-6, Sector-3, Kandivali (West), Mumbai 400067inmistree of this office under your letter, dated 27.12.2021, I have to inform you that I may appropriate the building or work proposed to be erected or executed, and I therefore hereby formation intimate to youU/S 45 (1) (ii) of the MRTP Act1966 as amended upto date, my appropriate by reasons thereof subject to fulfillment of conditions mentioned as understand the plans, Sections Specifications and Description and further particular and Description and Figure 1.

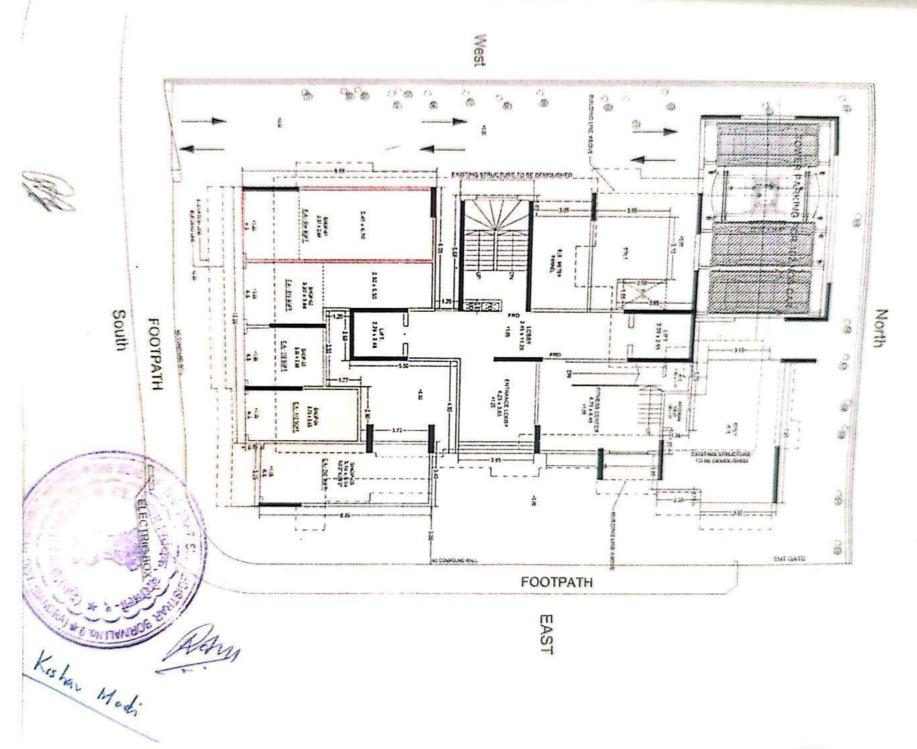
Griha Nirman Bhavan Kalanagar, Bandra (East), Mambai-400 051.
Phone: 66405000.
Fax No.: 022-26592058 Website: www.mhada.maharashtra.gov.in

- A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING
- That the commencement conficance U/s-34 (60(1) of MR [P] Act that the That structural Engineer shall be appointed and supervision appendix- IX of D.C. Regulation - 5(3) (9) shall be submitted by him
- The structural Design and calculations for the proposed work accomanalysis as relevant IS code along with plan shall be submitted before
- Janata Insurance Policy shall be submitted.
- That the requisitions of clause 49 of DCPR 2034 shall be complied with of quality of work, verification report, etc. shall be maintained
- Bore well shall be constructed in consultation with H.E./MCGM, if applied
- That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as a u/no. CHE/DP/7749/GEN dt.07.06.2016.
- E. Information Board shall be displayed showing details of proposed work. owner, developer, architect / LS, R.C.C. consultant etc.
- That the comprehensive undertaking, indemnity and affidavit shall be sale the name of V.P. & C.E.O. MHADA.
- The safety measure shall be taken on site.
- 11. That the Site Supervisor shall be appointed to supervise the quality of work of 12. That the requisite Bank guarantee and SWM NOC as per policy circular app by Hon'ble MC U/NO - MGC / F/ 6550 dated: - 11.06.2018 shall be sale
- 13. That the R LIT as per Govt, order of industry energy & labour department about tegintration of all bearking labours working on site.
- That the heat Mahamagar Gas Ltd. (MGL) shall be submitted.
- That the Regarding Undertaking shall be submitted stating to pay entire stampof the photogram to beyone for the new of which 50 % reduction in premise grating





Committee	Hon. Secretary	Chalrman	g
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94 IJMVI	Hon. Secretary 4) MR, RAJU SUBBARAD	7105/70/20	3
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Date: 31st March 2022.

To,
Mr. Raju Subharao Gauli
Shop No.01, Charkop Shree Krishna CHSL.
Plot No.212, RDP-6, Sector No.03,
Charkop, Kandivali West,
Mumbai 400067.

Subject: Settlement Letter. Ref: Meeting held in our office on 31st march 2022.

Dear sir,

This is with reference to your request to purchase Additional Area admeasuring 186.65 sq 1. Carpet Area. As per our mutual understanding and negotiation, we have agreed to the following to

- 1- We are allotting you an additional carpet area admeasuring 186.65 sq ft. RERA carpet As lump sum amount of Rs.48,00,000/- (Rupees Forty Eight Lakhs Only). Your final RERA per plan is 354 sq. ft.
- 2- This amount is inclusive of GST, Stamp duty and Registration Charges.
- 3- The Hardship Compensation, Temporary Alternate Accommodation, Brokerage and charges shall be paid to you as per the Development Agreement dated 30th November 2011.
- 4- You will be allotted Shop No.01 as per the Society Resolution Dated 31st January 2022
- 5- Car parking will not be allotted to you and the same shall not be claimed by you anytimes
- 6- We will bear Stamp duty/Registration charges on your original area of 120 sq.ft and in additional area thereon.

All other Terms and Conditions will be followed as mentioned in the Development Agreement development development agreement development agreement development developmen

Thanking you.

For Modirealty Developers Pvt Ltd.

Kishav Mach

Keshav Modi

Director

I/We Confin

Raju Subharao Gadi

Office Address: Prom Sager, Flot No. 57, Swastic CHSL, N.S. Road No. 3, Juhu Scheme, Vile Parle (W) Mumbal - 400056