

# ANNEXURE - F



Thane Municipal Corporation  
FULL OCCUPANCY CERTIFICATE



Approval No. : TMGB/FO/2022/APL/00021  
Proposal Code : TMGB-22-ENTRY-62031

Building Proposal Number - 134976  
Date : 09/11/2022

Building Name : Mixed(BLDG No 35 NEW SURAJ CHSL )	Floor : BELOW GROUND FLOOR(0.00 Sq mt),GROUND FLOOR(150.62 Sq mt),1ST TO 6TH, 8TH, 11TH, 13TH TO 16TH, 18TH TO 21ST, 23RD TO 26TH & 28TH FLOOR(194.12 Sq mt)(Typical Floor),7TH, 12TH, 17TH, 22ND & 27TH REFUGE FLOOR(148.94 Sq mt)(Typical Floor),29TH FLOOR (90.38 Sq mt) (0.00 Sq mt)
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To,  
i) EKDANTA CONSTRUCTIONS AND DEVELOPERS,  
S.NO. 206/1(P.T) VIL-MAJIWADA, THANE.  
ii) Ashutosh Jathar (Architect)

Sir/Madam,

The FULL development work / erection re-erection / or alteration in of building / part building No / Name BLDG No 35 NEW SURAJ CHSL Plot No , City Survey No./Survey No./Khasara No./ Gut No. S.NO.206/1, Village Name/Mouje VARTAK NAGAR, MAJIWADA, THANE, completed under the supervision of Architect, License No CA/94/17790 as per approved plan vide Permission No. TMC/TDD/3575/21 Date 09/04/2021 may be occupied on the following conditions -

1. Authority will supply only drinking water as per availability
2. All Conditions mentioned in NOC of Tree, Water & Drainage department will be binding
3. It is responsibility of Developer / Society to keep in Operation the system of Solar Water system & Rain Water Harvesting system.(if applicable)
4. It is responsibility of Developer / Society to keep in Operation the system of CCTV, Lift & Organic Waste Disposal.(if applicable)

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२६/१०

Please refer approved plan issued vide Permission No TMC/TDD/3575/21 Date 09/04/2021

Signature valid  
Digitally signed by PANDHARINATH...  
Date: 2022.11.09 19:44 IST  
Reason: Approved Certificate  
Location: Thane Municipal Corporation  
जि. ठाणे  
DIST. THANE



Scan QR code for verification of authenticity.

Scan QR code for Building Details.

Yours faithfully,  
Assistant Director Town Planning.

## SCHEDULE 1

ALL THAT piece and parcel of land all that piece and parcel of non-agricultural of land, i.e. the property, situate at Building no. 35 (SAID PROPERTY) forms the part of layouts admeasuring 1102.68 sq. meters lease Plot area and 318.15 sq. meters road set back area land adjacent to existing plot of the building no.35, thus total admeasuring 1420.83 sq.mtrs ( as per area statement certified by MHADA, on Survey No. 206 Hissa no.1 (pt.) at Vartak Nagar, Village Majiwada, Taluka and District Thane, within limit of Thane Municipal Corporation bounded as under:-

On or towards East : Bldg. no.36.

On or towards West : Existing Wall.

On or towards South : 40.00" Wide Road.

On or towards North : Bldg. no.34.

SCHEDULE ABOVE REFERRED TO

The flat bearing no.1001 on 10<sup>th</sup> floor of totally 44.59 sq. mtrs carpet area, along with appurtenant area of 2.90 sq. mtrs. enclosed Balcony total admeasuring area 47.49 sq. meter (hereinafter referred to as "the said Flat", and One Automated Mechanical Car Parking Space at Free of Cost.

As per Development control rule of T.M.C. Consisting Hall, One Master Bedroom, Study Room and Common toilet, Alcove s, in the said new Building standing on the said property, "NEW SURAJ TOWER" Bldg. no.35, NEW SURAJ TOWER, NEW SURAJ CO-OP HSG. SOCIETY LTD.,

Pokharan Road no.1, Thane - 400 606,

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Developer			

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## DEED OF ALLOTMENT

THIS AGREEMENT is made and entered into at Thane, on this 2nd day of February 2023 BY AND BETWEEN M/s. Ekdanta Constructions & Developer, a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Mrs. Anita Rajesh Mutha, having office at 201, 2<sup>nd</sup> floor, Shruti Abode, Govind Bachhaji Road, Charai, Thane (West) 400601. Having Pan no. AAFFE9514N And Email id crm@ekdantadeveloper.com hereinafter called as "THE DEVELOPER" of ONE PART (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its board of directors, other directors, their successors and assigns etc.)

AND

	 L.H.T.	श्री. उषा शीराम कुर्कर्णी		
Developer	SHRIRAM T. KULKARNI	USHA S. KULKARNI	Chairman	Secretary

spaces), in the said building to be constructed by the DEVELOPER on the project land to enter into Agreement with the Allottee of the Flats to receive the sale consideration in respect thereof;

u. The Developer has identified 32 flats in the new building for allotment for the members of the society, as per the said Development Agreement and the society have confirmed their allotment. The Society by Special Resolution has confirmed the allotment of the Flats to the members. List of the flats allotted to the members of the society is annexed hereto as "Annexure B".

v. The Allottee is offered a flat bearing number 1001 on 10th floor, (herein after referred to as the said flat") in the building called New Suraj Tower being constructed by the DEVELOPER.

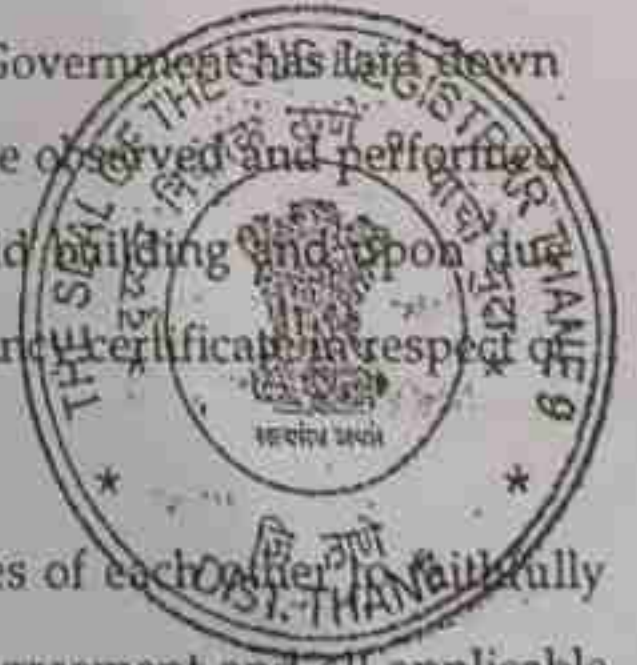
w. As per the terms and condition of the Development Agreement, the Developer have agreed to allot free of cost Flat consisting of Living Room, Alcove, One Bed Room, One Study Room and two toilets comprising of admeasuring 44.59 sq. mtrs carpet area, alongwith appurtenant area of 2.90 sq.mtrs. enclosed Balcony, total admeasuring area 47.49 sq.meter (hereinafter referred to as "the said Flat") and One Automated Mechanical Car Parking Space.

On demand from the Allottee, the DEVELOPER has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the SOCIETY'S Architects' M/s. Design Consortium, Pride 16, 2<sup>nd</sup> floor, Opp. Ashar IT Park, Road no.16 Z, Wagle Industrial Estate Thane (W) 400 604 and of such other documents as are specified under RERA Act 2016 (hereinafter referred to as "the said Act") and Index II of Original Lease Deed and Supplementary Lease Deed of the original owner, showing the nature of the title of DEVELOPER to the project land on which the building is constructed. Have been annexed hereto and marked as Annexure "C" respectively.

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x. The authenticated copies of the plans and specifications of the Flat agreed by DEVELOPER to the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure "D".

y. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said buildings shall be granted by the concerned local authority.



The parties relying on the confirmation, representation and assurances of each other, faithfully abide by all the terms, condition and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this section 13 of the said Act the DEVELOPER is required to execute a written Deed of Allotment of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

Developer	SHRIRAM T.	USHA S.	Chairman	Secretary



सूची क्र.2

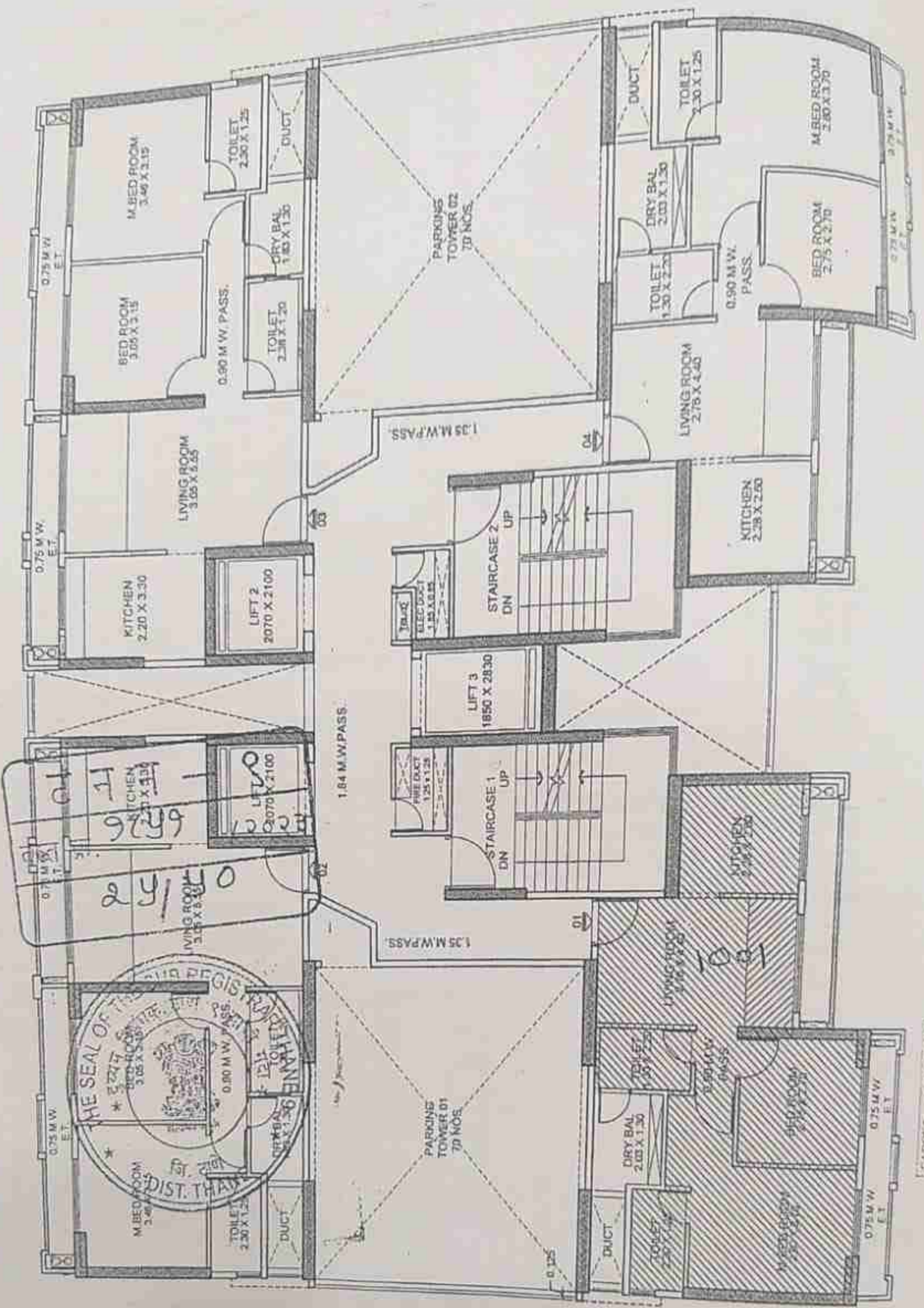
दुय्यम निबंधक : दु.नि. ठाणे ३  
दस्त क्रमांक : 1851/2023  
सोवणी :  
Regn:63m

गावाचे नाव : माजिवडे

(1) विनेषाचा प्रकार	पर्यायी जागेचा करार
(2) सोबदना	1
(3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते समुद्ध करावे)	0
(4) मू-मापन, पोटहिस्सा व घरकमांक (असल्यास)	1) पालिमेचे नाव: ठाणे म.न.पा. इतर वर्णन : इतर माहिती: सौजे माजिवडे, वा. जि. ठाणे येथील झोन नं. 6/23/3इ ..... सदतिका नं. 1001 सदतिका क्षेत्र 44.59 चौ.मी. कॉर्नेट आणि बाल्कनी क्षेत्र 2.90 चौ.मी. 10 वा मजला, बि.नं. 35, न्यु सुरज टॉवर, न्यु सुरज को. ऑप. ही. सो. लि., वर्तकनगर, माजिवडे, ठाणे. दि. 11.12.2017 विकसन करारनामा दस्त क्र. टनन-5-14574/2017 दि. 14.12.2017 च्या अनुषंगाने देण्यात आलेले पर्यायी जागेचा करारनामा. सोबत एक ऑटोमेटेड मेकॅनिक्ल पार्कींग स्पेस, ( ( Survey Number : 206 हिल्स नं. 1 ; ) )
(5) क्षेत्रफळ	1) 47.49 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिद्ध ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने नाव व पत्ता.	1): नाव:- मे. एकदंत भंस्ट्रकान्स अँड डेव्हलपर्स तर्फे भागीदार अनिता राजेश मुषा यांच्यातर्फे इ.मु. म्हणून संजय अनंत अधट्टराव. वय:-46; पत्ता:- प्लॉट नं: 201, माळा नं: इमारतीचे नाव: इमारतीचे नाव: गृही अवोड, ब्लॉक नं: चर्ई, ठाणे-प., रोड नं: गोविंद बच्चाजी रोड, महाराष्ट्र, ठाणे. पिन कोड:-400601 पिन नं:-AAFFE9514N 2): नाव:- मान्यता देणार- न्यु सुरज को. ऑप. ही. सो. लि. सोसायटी लिमिटेड तर्फे बेजरमन प्रकाश शंकर मोहीते. वय:-61; पत्ता:- प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: न्यु सुरज को. ऑप. ही. सो. लि. सोसायटी, ब्लॉक नं: वर्तकनगर, माजिवडे, ठाणे-प., रोड नं: .. महाराष्ट्र, ठाणे. पिन कोड:-400606 पिन नं:-AJXPM1978H 3): नाव:- मान्यता देणार- न्यु सुरज को. ऑप. ही. सो. लि. सोसायटी लिमिटेड तर्फे सेक्रेटरी वासुदेव गोपाळ पाटील. वय:-59; पत्ता:- प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: न्यु सुरज को. ऑप. ही. सो. लि. सोसायटी, ब्लॉक नं: वर्तकनगर, माजिवडे, ठाणे-प., रोड नं: .. महाराष्ट्र, ठाणे. पिन कोड:-400606 पिन नं:-ABQPP1810J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने नाव व पत्ता	1): नाव:- श्रीराम श्र्यंकर कुलकर्णी. वय:-77; पत्ता:- प्लॉट नं: 1001, माळा नं: 10 वा मजला, इमारतीचे नाव: बि.नं 35, न्यु सुरज टॉवर, न्यु सुरज को. ऑप. ही. सो. लि., ब्लॉक नं: वर्तकनगर, माजिवडे, ठाणे, रोड नं: .. महाराष्ट्र, ठाणे. पिन कोड:-400606 पिन नं:-BPJPK7279G 2): नाव:- उषा श्रीराम कुलकर्णी. वय:-64; पत्ता:- प्लॉट नं: 1001, माळा नं: 10 वा मजला, इमारतीचे नाव: बि.नं. 35, न्यु सुरज टॉवर, न्यु सुरज को. ऑप. ही. सो. लि., ब्लॉक नं: वर्तकनगर, माजिवडे, ठाणे, रोड नं: .. महाराष्ट्र, ठाणे. पिन कोड:-400606 पिन नं:-GCMPK9715N
(9) दस्तऐवज करून दिल्याचा दिनांक	02/02/2023
(10) दस्त नोंदणी केल्याचा दिनांक	02/02/2023
(11) अनुक्रमांक, खंड व पृष्ठ	1851/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेर	

सह दुय्यम निबंधक वर्ग २ ठाणे क्र. ९

मुल्यांकनासाठी विचारात घेतलेला तरातीस :-  
मुद्रांक शुल्क आकारताना निबरलेला अनुबंद :-  
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



श्री. सुरज को-ऑप होसिंग सोसायटी लिमिटेड

अध्यक्ष

सचिव

Arundh



श्री. उषा कुंठ

- d. By indenture of lease dt. 15-12-2004, duly registered in the office of Sub-Registrar of Assurance at Thane - 2 bearing registration no. TNN- 2/09809/2004 DT.16-12-2004 executed by and between Maharashtra Housing and Area Development Authority (MHADA) therein referred to as "LESSOR" and NEW SURAJ CO-OP HSG. SOCIETY LTD., The Society therein referred to as the Lessee.
- e. By indenture of Sale dt. 15-12-2004, duly registered in the office of Sub-Registrar of Assurance at Thane - 2 bearing registration no. TNN-2/09810/2004 dt.16-12-2004 executed by and between Maharashtra Housing and Area Development Authority (MHADA) and NEW SURAJ CO-OP HSG. SOCIETY LTD.
- f. Indenture of supplementary lease deed dated 19-12-2017 executed by MHADA in favour of the Said Society, duly registered with Sub-Registrar of Assurances, Thane under Sr.No. TNN9-8628-2017 dated 19-12-2017, MHADA demised and gave on lease the NTBNIB plot area admeasuring 468.05 sq. mtrs.
- g. The Authority (MHADA) as the absolute owner of Building no.35 (New) standing on the piece or parcel of land admeasuring 1420.83 sq. Meters situated at survey no. 206 Hissa no.1 (pt.) conveyed the said building by way of sale and to grant land undertaken and appurtenant there to way of lease to the society subject to terms and condition mentioned in Sale deed.
- h. The plot area certificate issued by MHADA a piece or parcel of land admeasuring 1102.68 sq. meters ( Lease Area 634.63 sq. meter + Tit bit area 468.05 sq meter ) lease Plot area and 318.15 sq. meters road set back area land adjacent to existing plot of the building no.35, thus total admeasuring 1420.83 sq.mtrs meters situated at Building no.35, MHADA Colony Vartak Nagar, Pokharan Road no.1, Village-Mouje Majiwade Tal & District-Thane and more particularly describe in the schedule hereinafter written and marked Annexure "A".
- i. The said building had become old and dilapidated and was beyond repairs and therefore it was thought appropriate by the Society to redevelop the said property. The Society with intention to develop the said property and appointed M/s. DESIGN CONSORTIUM, as an Architect for the proposed reconstruction work over the said property and entered into with him, agreement specifying the work and other details as mentioned in the said Agreement.
- j. Due to the dilapidated and dangerous condition of the said building, the said society unanimously resolved to construct a new building in lieu of existing building no.35 (New) however on account of paucity of fund said society decided to undertake redevelopment of the said property by appointing some fit and proper person as a developer; and, accordingly, invited tenders /Offers from the various DEVELOPER and builders for the proposed redevelopment of the said property;
- k. The society being also well and sufficiently entitled to grant the executive rights of development of the said piece or parcel of land and construction thereon as per the Resolution passed by the society Special General Body Meeting.

Handwritten notes in a box: "Vartak Nagar", "दस्तावेज क्र. 947/2023", "6/30".



Developer	SHRIRAM T. KULKARNI	USHA S. KULKARNI	Chairman	Secretary

l. The DEVELOPER was interested to undertake the proposed reconstruction of the building & Development of the said property, for and on behalf of said "NEW SURAJ CO-OP HSG. SOCIETY LTD."

m. In the General Body Meeting the members of the Society unanimously resolved and selected the developer and thereby the Society appointed the DEVELOPER herein, i.e., M/s. EKDANTA CONSTRUCTIONS & DEVELOPER, as the DEVELOPER.

n. The DEVELOPER are entitled to develop the said property and construct the said building known as "NEW SURAJ TOWER", and the developer entitle to sell, transfer and / or alienate and / or reserve the residential flats, unit, shops, parking spaces, other open spaces; SAVE & EXCEPT the 32 flat and 32 mechanical tower parking spaces which are allotted to the member of the society in the said building constructed on the said property.

o. The Society granted permission to The Developers to construct Ground Floor Stilt + 1<sup>st</sup> floor to 29<sup>th</sup> floor + 30<sup>th</sup> floor (part). in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC) V.P.NO. S04/0054/13/TMC/TD-DP/1825/16 dated 02-06-2016.

p. The Developer thereafter further amended the said plan and pursuant to an application to TMC, the TMC by V.P.NO. S04/0054/13/NO-TMC/TDD/3575/21 dated 09-04-2021 granted permission to construct Ground Floor Stilt + 1<sup>st</sup> floor to 29<sup>th</sup> floor amended the plan and granted permission / Commencement Certificate to construct building consisting of

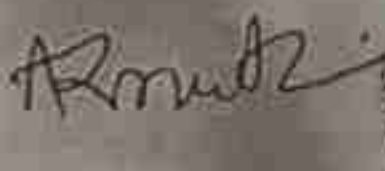



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10/40	10/40

q. The Allottee(s) has seen and approved such alterations, amendment, variations, modifications to use full development potential of the said property as more particularly stated hereon or as may be required by the concerned local authority / Government to be made in them or any of them or as may be required by the local authority or Government.

By virtue of the said Development Agreement, said DEVELOPER have been appointed by the \*said NEW SURAJ CO-OP HSG. SOCIETY LTD. As DEVELOPER to get the buildings \* constructed for and on behalf of Society, have expressly authorized the DEVELOPER to sale, transfer & assign the new additional flats, unit, shops, parking spaces, other open spaces i.e., to receive the sale price & or consideration and to appropriate the same for himself & the desired purpose of the scheme, under said Agreement.

5. The DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

t. By virtue of the Development Agreement/power of Attorney the DEVELOPER has sole and exclusive right to sell, transfer and / or alienate and / or reserve the residential flats, unit, shops, parking spaces, other open spaces (SAVE & EXCEPT the 32 flats and 32 mechanical tower parking

		श्री. उषा कुलकर्णी		
Developer	SHRIRAM T. KULKARNI	USHA S. KULKARNI	Chairman	Secretary



**SHRIRAM TRAMBAK KULKARNI & USHA SHRIRAM KULKARNI**

Pan no. BPJPK7279G / CCMPK9715N

Residing at Flat no.1001 on 10<sup>th</sup> floor, "New Suraj Tower", Bldg. no.35, NEW SURAJ CO-OP HSG. SOCIETY LTD., Pokharan Road no.1, MHADA Colony, Thane - 400 606, hereinafter referred to as the 'ALLOTTEE, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his/her/their heirs, executors, administrators and assigns etc.) of the SECOND PART;

"NEW SURAJ CO-OP HSG. SOCIETY LTD." A Co-operative society is duly registered under provision of the Maharashtra Co-operative Society Act (Mah XXIV Of 1961), and bearing registration No. TNA/HSG/1501-1981 dated 09-03-1981 through its (1) HON. CHAIRMAN, Mr. PRAKASH SHANKAR MOHITE and (2) HON. SECRETARY, Mr. VASUDEO GOPAL PATIL (herein after referred to as "THE SOCIETY") (which expression shall unless it be repugnant to the context or meaning thereof shall be deem to mean and include its office bearers, managing committee, members, their successors, administrators, assigns etc.) the party of the THIRD PART.

The Party of First part, Party of the Second part and Party of the Third part is collectively referred as "The Parties".

**WHEREAS:-**

a) By a Development Agreement dated 11<sup>th</sup> day of December of 2017 and Power of Attorney dated 8<sup>th</sup> December, of 2017 executed between New Suraj Co-op Hsg. Society Ltd. ( hereinafter referred to as "the Original Owner"), of the ONE PART and the DEVELOPER OF THE other part ( hereinafter referred to as the Development Agreement ) and the Original Owner granted to the DEVELOPER development rights to the piece or parcel of freehold land lying and being at Building no.35, MHADA Colony, Vartak Nagar, Pokharan Road no.1, Thane (West) 400 606, in the Registration Sub - District of Thane, admeasuring 1420.83 sq. mts. or thereabout more particularly described in the Schedule I therein as well as in the First Schedule hereunder written ( hereinafter referred to as "the project land") and to construct there on buildings in accordance with the terms and conditions contained in the Development Agreement.

b. The "NEW SURAJ CO-OP HSG. SOCIETY LTD." A Co-operative society is duly registered under provision of the Maharashtra Co-operative Society Act 1960, and bearing registration No. TNA/HSG/1501-1981 dated 09/03/1981.

c. The Society has issued its Shares to its 32 members, who were the only members and shareholders of the Society, and each of the members were in use and occupation of his/her/their respective tenements in the said building;

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Developer	SHRIRAM T.	USHA S.	Chairman	Secretary