Receipt (pavti) 394/4608 पावती Original/Duplicate Friday, March 17, 2023 नोंदणी क्रं. :39म Regn.:39M 11:02 AM पावनी क्रं.: 4848 दिनांक: 17/03/2023 गावाचे नाव: नेरुळ दस्तऐवजाचा अनुक्रमांक: टनन11-4608-2023 दस्तऐवजाचा प्रकार : करारनामा भादर करणाऱ्याचे नाव: मंगेश जालिंदर गायकवाड - -म. 30000.00 नोंदणी फी म. 520.00 दस्त हाताळणी फी पृष्ठांची संख्या: 26 म. 30520.00 एकूण: आपणास मुळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे Joint . 11:17 AM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.3915952.26 /-मोवदला रु.3980000/-भरलेले मुद्रांक शुल्क : रु. 238800/-

1) देयकाचा प्रकार: DHC रक्कम: रु.520/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1603202309212 दिनांक: 17/03/2023

वँकेचे नाव व पना:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016856936202223S दिनांक: 17/03/2023

वॅकेचे नाव व पत्ता: Panjab National Bank

मिल्मी प्रश्व पश्चकारीषी तही मुद्ध करत परत जिल्लाला

1/1

(1:10 AM



Index-II

सूची क्र.2

दुष्यम निवंधक : सह दु.नि. ठाणे 11 इस्त क्रमांक : 4608/2023 नोवंणी : Beon:63m

	Regn:63m		
गावाचे नाव : नेरुळ			
(1)विलेखाचा प्रकार	करारनामा		
(2)मोबदला	3980000		
(3) वाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते तमुद करावे)	3915952.26		
(4) भू-मापन,पोटहिस्सा व घरक्रमाक(असल्याम)	1) पालिकेचे नाव:नवी मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका नं. 41,चौथा मजला,एस. एम. प्लाझा सि.एच.एस.लि.,प्लॉट नं. 24,मेक्टर नं. 50,नेरूळ,नवी मुंबई 400706 क्षे. 241 चौ. फुट कारपेट एरिया आणि सोबत 291 चौ. फुट टेरेस एरिया((Plot Number : 24 ; SECTOR NUMBER : 50 ;))		
(5) ঐর্ফক	1) 241 चौ.फ़ूट		
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.			
(7) इस्तऐवज करन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व पत्ता.	1): नावः-दिपक बिठ्ठल बोज्जा वय:-59; पत्ताः-प्लॉट नं: -, माळा नं: -, इमारतीचे नावः सदनिका नं. ४१, चौथा मजला, एस. एस. प्लाझा मि.एच.एस.लि., प्लॉट नं. २४, सेक्टर नं. ५०, नेरूळ, नवी मुंबई, व्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-400706 पॅन नं:-ACHPB5674N		
(8)इम्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मंगेश जालिंदर गायकवाड वय:-32; पत्ता:-प्लॉट तं: -, माळा तं: -, इमारतीचे नाव: २०८, प्रिया कुटीर, शेठ मोतीषा लेन, बाजुला टेलीफोन एक्सचेंज माझगाव, मुंबई, व्लॉक तं: -, रोड तं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400010 पंन तं:-AQCPG1953C 2): नाव:-शितल मंगेश गायकवाड वय:-27; पत्ता:-प्लॉट तं: -, माळा तं: -, इमारतीचे नाव: २०८, प्रिया कुटीर, शेठ मोतीषा लेन, बाजुला टेलीफोन एक्सचेंज माझगाव, मुंबई, ब्लॉक तं: -, रोड तं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400010 पंन तं:-CSPPG4795K		
(9) दम्तऐवज करुन दिल्याचा दिनांक	17/03/2023		
(10)दस्त नोंदणी केल्याचा दिनांक	17/03/2023		
(11) अनुक्रमांक,खंड व पृष्ठ	4608/2023		
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	238800		
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000		
(14)शेरा			

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सहदुव्यम निबंधक वर्ग-२ ठाणे क्र.११



AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Nerul, Navi Mumbai on this 17th day of March, 2023 between Mr. Deepak Vithal Bojja, PAN -ACHPB5674N, age - 59 years, Indian Inhabitant, residing at Flat No. 41, situated at 4th Floor, in the Building known as S.M. PLAZA Co - operative Housing Society Ltd., Plot No. 24, Sector - 50, Nerul, Navi Mumbai - 400 706, hereinafter referred to as "the Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, representative successors and assigns) of the First Part AND 1) Mr. Mangesh Jalindar Gaikwad, PAN - AQCPG1953C, age - 32 years, and 2) Mrs. Shital Mangesh Gaikwad, PAN - CSPPG4795K, age - 27 years, Indian Inhabitant, residing at 208, Priya Kutir Building, Seth Motisha Lane, Behind Telephone Exchange Mazagaon, Mumbai - 400010 hereinafter referred to as "the Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the कार्यालय के and assigns) of the Second Part.

AND WHEREAS the City and Industrial Developme TC provation Maharashtra Ltd., a Govt. Company within the meaning of the Ootpanies 1956, (1 of 1956) (hereinafter referred to as "The Corporation")" having it registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021 is a new Town Development Authority declared for the area designated as a cite for the town of New Bombay by the Government of Maharashtra in exercise of ite 3 powers under Sub - Section 1 and (3 - A) of section 113 of the Margarasha Regional and Town Planning Act, 1966 (Maharashtra XXXVII of (hereinafter referred to as "the MRTP Act," for the sake of brevity).

AND WHEREAS the State Government, in pursuance to Section 113 (A) of the said Act, acquired the land described therein and vested such lands in the said Corporation for development and of such pieces of land so acquired by the State Government, for leasing such lands by Corporation to its intending Lessees.

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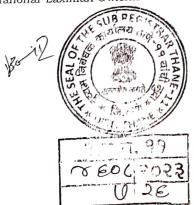
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AND WHEREAS by an Agreement to Lease dt. 26th March, 2003 entered into between City and Industrial Development Corporation of Maharashtra Ltd, (therein and herein referred to as the CIDCO and hereinafter referred to as the "Corporation") and 1) Shri. Sharad Ganpat Mhatre, 2) Mr. Sadanand Gapat Mhatre, 3) Mr. Mahesh Ganpat Mhatre, 4) Mrs. Savita Ganpat Mhatre, 5) Mrs. Ujwala Ganpat Mhatre, 6) Mrs. Kusumbai Ganpat Mhatre, 7) Mrs. Vijaya Sharad Mhatre and 8) Mrs. Vilasini Sadanand Mhatre, (therein referred to as "the Licensees") the Corporation has leased a Plot No. 24, admeasuring 146.30 Sq. Mtrs or thereabout under 12.5% (GES), situated at Sector – 50, Nerul, Navi Mumbai – 400 706 on payment of the proper lease premium of Rs. 1,950/- (Rs. One Thousand Nine Hundred Fifty only) and upon the terms and conditions mentioned therein which agreement has been duly registered with the Sub – Registrar of Assurances, Thane6 on 26/03/2003 under document No. TNN6 – 02679 - 2003 (hereinafter referred to as the "said Plot" for the sake of brevity and which is more described in <u>Schedule - I</u> appearing herein below)

AND WHEREAS 1) Shri. Sharad Ganpat Mhatre and 7 others paid the said premium in full to the corporation and the corporation granted permission or license to the lessee to enter upon the said land for the purpose of erecting Residential Cum – Commercial building.

AND WHEREAS 1) Shri. Sharad Ganpat Mhatre, 2) Mr. Sadanand Gapat Mhatre, 3) Mr. Mahesh Ganpat Mhatre, 4) Mrs. Savita Ganpat Mhatre, 5) Mrs. Ujwala Ganpat Mhatre, 6) Mrs. Kusumbai Ganpat Mhatre, 7) Mrs. Vijaya Sharad Mhatre and 8) Mrs. Vilasini Sadanand Mhatre have assigned all their development right in respect of the said plot No. 24 in Sector – 50, Nerul, Node, Navi Mumbai to M/s. "SM DEVELOPERS" through its partners 1) Mr. Shahaji Anandrao and 2) Mr. Manohar Laximan Owlekar vide Agreement of Development dt. 26/03/2003 which agreement registered with Sub – Registrar of Assurances Thane6 under Document No. 02680 dt. 26/03/2003 and Receipt No. 2869 for proper consideration and handed over the possession of the said plot to M/s. "S.M. DEVELOPERS" through its partners 1) Mr. Shahaji Anandrao and 2) Mr. Manohar Laximan Owlekar.



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AND WHEREAS the Developers after obtaining the Development permission and Commencement Certificate bearing No. NMMC/TPO/BP/D.P. NO. 520/2003/2608/03 dt. 29/04/2003 from Town planning Authority of NMMC, Commenced the construction of the building thereon namely "SM PLAZA" consisting of ground plus four upper floors as per the plans and specification duly approved by the Town planning Authority of NMMC.

AND WHEREAS the Developers commenced the construction and completed the construction of the building thereon namely "SM PLAZA" consisting of ground plus Four upper floors as per the plans and specification duly approved by the Town planning Authority of NMMC and obtained Occupancy Certificate from the Town planning Officer of Navi Mumbai Municipal Corporation vide their letter bearing Ref No. नमुंमपा /ससंनर /नगवि/ प. छं. वी - 1995 /3315/ 04 dt. 04/10/2004.

AND WHEREAS the Seller herein, on his satisfaction of all the relevant documents of the title of the Developer and the Seller has purchased the REG 41, admeasuring about 241 Sq. Ft. Carpet area (which is inclusiv of antents to, Flower bed & door Jambs) + 291 sq. ft. Terrace area, situated at 4 1 8 of / in Building known as "S.M. PLAZA", Plot No. 24, Sector – 50, Nerul, Narity um 400706 from the Developers M/s. S.M. DEVELOPERS vide Agreements for sale dt. 07/10/2003 for the consideration and upon the terms and conditions" mentioned therein which agreement is registered with the Sub-Registrar. - 20031 dt. Assurances Thane – 6 under Document No. TNN6 – 07490 REOC 2023 09/10/2003. 28

AND WHEREAS the Seller has paid the entire remaining amount o consideration to the Developer subsequently after execution and registration of the said Agreement for Sale dt. 07/10/2003 in respect of the said Flat.

AND WHEREAS, the Seller, along with other Purchasers of the flats have registered a Society under the name as S.M. Plaza Co - operative Housing Society Ltd., under Registration No.. NBOM/CIDCO/HSG(OH)/ 2724/JTR/ YEAR - 2008 - 2009 dt. 14/05/2008 and having its registered office at Plot No. 24, Sector - 50, Nerul, Navi Mumbai - 400 706.

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AND WHEREAS in view of registration of the society the said flat is now known as Flat No. 41, admeasuring about 241 Sq. Ft. Carpet area (which is inclusive of area of Flower bed & door Jambs) + 291 sq. ft. Terrace area, situated at 4th Floor, in the Building known as "S.M. PLAZA Co-operative Housing Society Ltd." Plot No. 24, Sector - 50, Nerul, Navi Mumbai -400706 (hereinafter referred to as the "said Flat" for the sake of brevity) and which is more described in Schedule - II appearing herein below

AND WHEREAS S.M. Plaza Co - operative Housing Society Ltd., has issued the Share Certificate No. 5 and 5 shares of Rs. 50/- each numbered from 41 to 45 in respect of the said Flat to the Seller.

AND WHEREAS the Seller is well and sufficiently seized and possessed of and is entitled to the above said Flat and is empowered to dispose of the same to intending Purchaser/s by observing terms and conditions of Agreement to Lease and other documents executed by Corporation in favour of the original Licensees, New Licensees, Society by obtaining necessary permissions from all the concerned authorities.

AND WHEREAS the Seller has decided to sell and transfer the above said Flat to intending Purchasers/s.



WHEREAS the Seller has agreed to sell and transfer and the have agreed to purchase and acquire all rights, title and interest of the said Flat on "Ownership basis" and the shares in respect of the Matin the Society along with all deposits with CIDCO, M.S.E.D.C.L, MC and other authorities by observance and performance of the terms and pf the Agreement to Lease, Development Agreement and other executed by CIDCO with the Original Licensee, New Licensee, Recy upon the terms and conditions mentioned in this agreement.

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NOW THEREFORE THIS PRESENTS WITNESSETH AS FOLLOWS:

The Seller herein, in pursuance of this agreement and for consideration 1 has agreed to sell and transfer and the Purchasers have agreed to purchase and acquire the said Flat No. 41, admeasuring about 241 Sq. Ft. Carpet area (which is inclusive of area of Flower bed & door Jambs) + 291 sq. ft. Terrace area, situated at 4^{th} Floor, in the Building known as "S.M. PLAZA Co-operative Housing Society Ltd." Plot No. 24, Sector - 50, Nerul, Navi Mumbai - 400706 together with the permanent and absolute right of use and occupation of the same and the benefits of the Shares in the Society for a lump sum price of Rs. 39,80,000/- (Rs. Thirty Nine Lakhs Eighty Thousand only) out of which an amount of Rs. 1,60,000/- (Rs. One Lakh Sixty Thousand only) as the **part payment** has been by the Purchasers to seller in the following manner:

- Rs. 25,000/- (Rs. Twenty Five Thousand only) transfe i. of the Seller through Gpay dt. 15/02/2023.
- Rs. 1,35,000/- (Rs. One Lakh Thirty Five Thousand Sohly) ii. 16/03/2023 in the account of Seller through ENEF S001230750006629 drawn on Saraswat Bank.

(The receipt whereof the Seller doth hereby admit and acknowledge a the foot note of this agreement)

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The Seller has obtained the N.O.C of "S.M. Plaza Co-operative Housing 2 Society Ltd," dt. 12/03/2023.

The Purchasers undertake to pay the remaining amount of 3 Rs. 38,20,000/- (Rs. Thirty Eight Lakhs Twenty Thousand only) by obtaining loan from Cosmos Bank or any other Bank / financial Institution within the period of 45 days from the date of registration of the Agreement for Sale between the parties subject to compliance of the obtaining Mortgage N.O.C. of the Society which period will be decreased or increased, as the case may be depending upon the period taken by Society and the parties

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The Seller declares that the Loan of ICICI Bank, Mumbai Branch obtained by mortgaging the said flat has been cleared and he has obtained from the said Bank all the original documents and loan clearance certificate to that effect and in view of the same the said Flat agreed to be hereby sold and transferred is free from encumbrances (subject to the terms and conditions of the Lease Agreement executed by CIDCO in favour of the Society) of any nature whatsoever and that the Seller has full and absolute right to transfer and deliver possession of the said Flat to the Purchasers by complying with the necessary permissions of the concerned authorities.

5 The Seller agrees and confirms that after execution and registration of the Agreement for Sale and after receipt of the balance amount of consideration, he will execute Deed of Assignment / Conveyance and other necessary papers and documents in favour of the Purchasers and will assist and / or co-operate to the Purchasers for registering the same with the Registering Authorities and hand over the possession of the said Flat in favour of the Purchasers.

6 The Seller doth admits and confirms that he has paid the entire dues of the Society and also paid to the CIDCO, NMMC, MSEDCL, Mahanagar gas, service charges, water charges, electricity charges, property taxes and other charges which are payable by his in respect of the said Flat till this date and further undertakes to clear entire dues in respect of the Flat till the date of handing over possession of the said Flat in favour of the Purchasers.

7 The Seller doth covenants with the Purchasers that after receipt of **Seller** amount as stated in this agreement she shall give the vacant, **The accurate and physical possession of the said Flat to the Purchasers and thereafter the Purchasers are entitled to possess, occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the Seller heremit of any other person lawfully claiming through or under trust for the Seller.**

The Seller agrees, confirms, admits and acknowledges that the C E Purchasers shall be entitled TO HAVE and TO HOLD the said Flat unto their cose and benefit and their heirs, successors and assigns without any claim, charges, right, interest, demand or any litigation from or on behalf of the Seller or any person or persons claiming through or under his.

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9 The Purchasers doth hereby covenant with the Seller that save and except as aforesaid the Purchasers shall, from date of possession of the said Flat pay their share of taxes and out goings to all the concerned authorities.

The Purchasers doth hereby covenant with the Seller that they will abide 10 by the Rules and Regulations and Bye-laws of the Society registered under the provisions of Law on admission as the members thereof and further agree and undertake to pay and discharge all calls, demands, contributions which the said Society may hereinafter make in respect of the said Flat.

The Seller further covenants with the Purchasers that he has obtained 11 the consent of his heirs for selling the said Flat in favour of the Purchasers and she will, from time to time and at all times whenever called upon by the Purchasers to do or execute or caused to be done or executed all such acts, deeds and things whatsoever for more perfectly securing the interest and title of the Purchasers in respect of the said Flat agreed to be sold as here हारालय तेक

Both the parties undertake to perform their part to gatter which the aggrieved party shall have right to initian capproprise proceedings against the other for the losses, damages including suit specific performance of the contract.

This agreement shall be governed under the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Conging crider) Management and Transfer) Act, 1963 and Maharashtra Owhership

It is agreed by and between the Seller and Purchasers that the NOC of the Society for selling the flat shall be obtained by the Seller and the charges for the same shall be paid by both the parties equally in 50:50% proportion and other charges such as Stamp Duty, Registration Charges shall be borne and paid by the Purchasers in respect of the above said Flat.

Both the parties undertake to perform their contractual obligation failing which the aggrieved party shall have right to seek specific performance of the 15 contract and / or suit for damages as deemed fit and proper.

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SCHEDULE - I

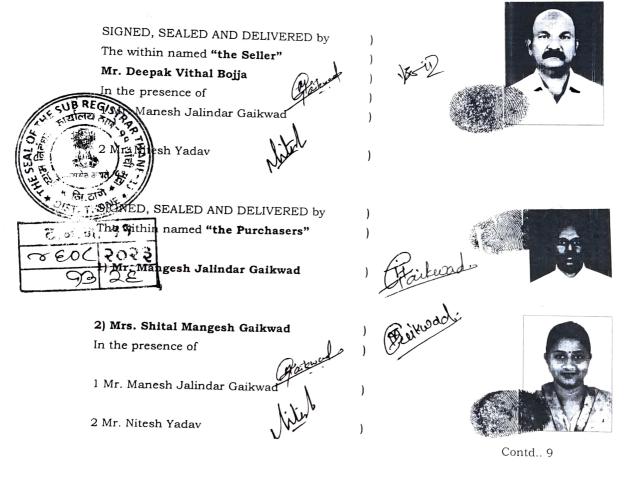
All that piece or parcel of plot of land bearing Plot No. 24, admeasuring about 146.30 Sq. Mtrs. Sector – 50, Nerul (W), Navi Mumbai – 400 706 within the local jurisdiction of Navi Mumbai Municipal Corporation and Registration District of Thane and which is bounded as under:-

On the North	: -	Plot No. 23
On the South	:	Plot No. 25.
On the East		Plot No. 29
On the West	:	11 Mtrs Wide Road.

SCHEDULE - II

Flat No. 41, admeasuring about 241 Sq. Ft. Carpet area (which is inclusive of area of Flower bed & door Jambs) + 291 sq. ft. Terrace area, situated at 4th Floor, in the Building known as "S.M. PLAZA Co-operative Housing Society Ltd." Plot No. 24, Sector - 50, Nerul, Navi Mumbai -400706.

IN WITNESS WHEREOF the parties hereto has unto set and subscribed their respective hands and seals on the day and the year first hereinabove written.



RECEIPT

RECEIVED from 1) Mr. Mangesh Jalindar Gaikwad, and 2) Mrs. Shital Mangesh Gaikwad, the Purchasers, an amount of Rs. 1,60,000/- (Rs. One Lakh Sixty Thousand only) as the part payment towards sell of the Flat No. 41, admeasuring about 241 Sq. Ft. Carpet area (which is inclusive of area of Flower bed & door Jambs) + 291 sq. ft. Terrace area, situated at 4th Floor, in the Building known as "S.M. PLAZA Co-operative Housing FREC Ltd." Plot No. 24, Sector - 50, Nerul, Navi Mumbai - 4007 06 as 150 the clause No. 1 of the Agreement.

- i. Rs. 25,000/- (Rs. Twenty Five Thousand only account of the Seller through Gpay dt. 15/02/2023.
- ii. Rs. 1,35,000/- (Rs. One Lakh Thirty Five Thousand orfy) the solution on 16/03/2023 in the account of Seller through the solution S001230750006629 drawn on Saraswat Bank.

I say received **Rs. 1,60,000/-**

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Mr. Deepak Vithal Bojja Seller

Witness 1) Mr. <u>Manesh Gaikwed</u> 2) Mr. <u>Mitesh Yadav</u> sign sign

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"M.PLAZA CO-OP. HOUSING SOCIETY LTD.

Regd. N.B.O.M./CIDCO/H.S.G.(O.H.)/2724/J.T R./2008-2009

Plot No. 24/25, Sector-50, Nerul (Seawood), Navi Mumbai - 400 706.

Ref. No. :

Date : 12 MAR(H23

TO WHOMSOEVER IT MAY CONCERN

Subject - No dues Certificate

This is to confirm that Mr. Deepak Vithal Bojja is the member of the Society holding Flat No. 41 (401), admeasuring about 241 Sq. ft Carpet Area (Which is inclusive of area of Flower Bed & Door Jambs) + 291 Sq. Ft. Terrace Area, situated at Fourth Floor, in the Building known as "S.M. Plaza Co-Operative Housing Society Ltd." Plot No. 24, Sector- 50, Seawood-Nerul, Navi Mumbai 400706.

Said Mr.Deepak Vithal Bojja has paid entire dues of maintenance charges in re-REG said Flat to the Society as per record.



For SM. PLAZA CO-OP. HSG. SOCIETY Chaiman

Secretary / Treesurer



नवा मुंबइ	
महानगरपालि	का

पहिला बाळा, बेलापूर धवन, सी.बी., नयी चुंबई - ४०० ६१४. दूरच्यनी क्र. : २७५७ ७० ७० 7040 40 00 र्फतमा

c.

Navi Mumbai Municipal Corporation

. 2040 30 64

FAX: 2757 37 85 जा.फ़./नम्मपा/नरचि/भो.प्र./ बी १९८८/ ३४ २०./०४

दिनांकः :- १५/१० /२००४

भोगवटा प्रमाणपत्र

नवी मुंबई येथील भुखंड क्र. २४, सेक्टर ५०, गा.वि.यो. नेरुळ, नवी मुंबई, या जागेचं
मालक श्री. शरद गणपत म्हात्रे व इतर (७) यांनी जागेवरील बांधकाम दि. ०५/०६/२००४ रोजी पुर्ण
केलेले आहे. त्याबाबतचा दाखला संबंधीत वास्तुविशारद, अनिल दोशी ॲण्ड असो. यांनी सादर
केलेला आहे. सदर जागेची पाहणी दि १५/०८/२००४ रोजी वास्तूविशारदसह करण्यात आलेली
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ि "जन्म असो वा मरण आवश्यक गोंदणीकण" // २००९ २५ ८०८

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