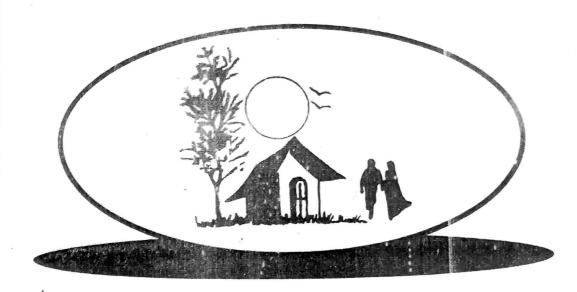


SANTOSH MARUTI NANAVARE



FLAT/ SHOP NO. 404 ON FOURTH FLOOR

MAHASHAKTI DEVELOPERS

BUILDERS & DEVELOPERS

Mahnshakti Apt., Manuel padon, virar (E)
Thane-



Thursday, October 01, 2009

4:52:18 PM

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 8548

गावाचे नाव विरार (नगरपालिका हद्द्र)

दिनांक 01/10/2009

दस्तऐवजाचा अनुक्रमांक

बसइं2 - 08548 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: संतोष मारूती ननावरे - -

नोंदणी फी

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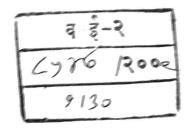
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AGREEMENT



ARTICLES OF AGREEMENT is made and entered into at MANVEL day of OC+ in the Christian Year Two PADA on this 15th Thousand Nine BETWEEN M/s .MAHA SHAKTI DEVELOPERS, a Partnership firm, having office at, 1st Floor, Mahshakti Apartment, Manvel Faca Road, Manvel Pada, Virar (East), Tal Vasai, Dist. Thane, hereinafter called "THE" BUM DER" (Which expression shall unless it be repugnant to the context, meaning thereof be deemed to include the partner or partners for the time being de the said firm, their survivor or survivor or the hour, executors, administrators and

assigns) of the FIRST PART:

(48/ 90)

A N D

MR. MRS. SANTOSIT MARUI NANAVARE

Residing at D. 3 253, Sweet home Hsg, soc, Gorai plot No. 253, R.S.C. 39, Sector - 2, Bonrali Iw) M.y2.

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/ her/ their heirs excurse administrators and assigns) of the SECON PART:

WHEREAS :-

- a) One Mr. Pradeep R. Kondkar & Other was the original owner of N. A. land admeasuring H. R. 0-06-1 bearing Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka- Vasai, District-Thane, within the area of Sub-Registrar Vasai- II at Vasai- II (hereinafter referred to as the said land/property)
- b) The said Mr.Pradeep R. Kondkar & Other executed agreement of sale Sub-Registor Vasai –II dated 16th July 2008 in favor of Mr.Arvind M. Bari & Other with respect to development of the said land.
- c) Mr.Arvind M. Bari & Other has executed partnership deed in favor of M/s.Maha Shakti Deveopers with respect to the development of the said land (therein called "The Developers")

ELL Skriting

A N D

MR./MRS. SANTOSH MARUTI NANAVARE.

Residing at D3, 253, Sweet Home Hsg. Soc. Goral Plot No. 253, R.S. C 39, Sector-2, Borrali (W), M-92.

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/ her/ their heirs excurse administrators and assigns) of the SECON PART:

WHEREAS:-

- a) One Mr. Pradeep R. Kondkar & Other was the original owner of N. A. land admeasuring H. R. 0-06-1 bearing Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka- Vasai, District-Thane, within the area of Sub-Registrar Vasai- II at Vasai- II (hereinafter referred to as the said land/property)
- b) The said Mr.Pradeep R. Kondkar & Other executed agreement of sale Sub-Registor Vasai –II dated 16th July 2008 in favor of Mr.Arvind M. Bari & Other with respect to development of the said land.
- c) Mr.Arvind M. Bari & Other has executed irrevocable power of attorney dated 25th August 2008 in favor of Mr.Prasad Pandurang Pawar with respect to the development of the said land.
- d) Mr.Prasad Pandurang Pawar has executed irrevocable power of attorney & development agreement dated 14/05/2008 in favor of 1) Mr.Prakash D. Vora who are the partners of M/s.Maho. Shakti Developers with respect to the development of the said land (therein called "The Developers")

- e) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the purchaser/s of the various premises along with occupants of the other premises in the said land shall form a co-operative Housing Society or Limited Company the said land together with the building thereon will be conveyed as herein provided.
- f) The purchaser/s has/ have demanded form the Builders for inspection of the aforesaid building plans, specification of and other document referred to above including the agreement such inspection has been duly give to and taken by the purchaser/s. The purchaser/s has/ have also satisfied himself/ herself/ themselves about the same.
- g) The Builder has supplied to the purchaser/s such of the document as are mentioned in Rule 4 of the Maharashtra Ownership Flat Rules 1964, as demanded by the purchaser/s.

NOW, THE AGREEMENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

 The Builders shall construct the said building on the said plot of land in accordance with plans, designs, specifications approved by Flat/Room/Shop Purchaser/s will only such variation and modifications as the Builder may consider necessary.

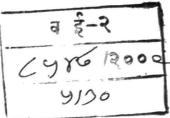
2) The Flat/ Room/Shop Purchase is hereby unites to purchase from the
builder and the Builder hereby agrees to sell not he PlanShop/Room Purchaser/s
one Flat/Room/Shop bearing No. Noh of the Super milt up area admeasuring
square feet. i.e. 31.19 sq. meters built up (which is
inclusive of

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the areas of the balconies) on Fourth floor as shown in the floor plan
the areas of the balconies) on Fourth Hoor as shown in the building known as
thereof hereto annexed and marked annexure in the building known as "The
MAHA SHAKTI APARTMENT (hereinafter referred to
Flat/Room/Shop")for the price of Rs. h500001 /-
(Rupees Four Lack Finy Thousand Only)
including price of the common areas and facilities appurtenant to the said
premises. the nature, extent and description of the common facilities which are
more particularly described in the Second Schedule hereunder written.
3) The said consideration of Rs. 150001 /- (Rs.
Fray Conce Fishy Thyusand Only) shall payable
in the following manner.
a) Rs/- on booking of the Flat./Room/Shop
b) Rs/- on or before completion of plinth.
c) Rs/- on or before completion of 1 st slab.
d) Rs/- on or before completion of 2 nd slab.
e) Rs/- on or before completion of 3 rd slab.
f) Rs/- on or before completion of 4 th slab.
11 M.M.
he fore completion of brickwork
g) Rs/- on or before completion of brickwork.
g) Rs/- on or before completion of brickwork. i) Rs/- on or before completion of brick work
g) Rs/- on or before completion of brickwork.

The Builders hereby agrees to obscure perform and comply with all the terms, conditions, stipulations and restrictions of they, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter And shall, before handing over possession of the Flat to the Flat Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat/Room/Shop.

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- The Flat/Room/Shop Purchaser/s hereby agrees to pay to the Builder interest at Eighteen (18%) percent per annum on all the amounts which become due and payable by the Flat/Room/Shop Purchaser/s t the Builder under the terms of this Agreement from the date of the said amount is payable by the Flat/Room/Shop Purchaser/s to the Builder.
- On the Flat/Room/Shop purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Room/Shop purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoing) and on the Flat/Room/Shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this Agreement.

PROVIDED ALWAYS that the power of termination herein before contained shall not exercised by the Builders unless and until the Builders shall have give to the Flat/Room/Shop purchaser/s fifteen days prior notice In writing of their intention to terminate this agreement and of the Specific breach or breaches of the terms and conditions in respect of the which it is intended to Terminate the agreement and default shall have been made by the Flat/Room/Shop purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED FURTHER that upon termination of this agreement as a foresaid, the Builders shall refund to the Flat /Room/Shop purchaser/s the instillments of sale price of the Flat /Room/Shop which may till have been paid by the Flat /Room/Shop purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat /Room/Shop purchaser/s any interest on the amounts so

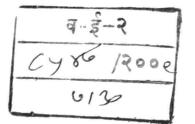
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refunded and upon termination of this agreement and refund of aforesaid amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose off and sell the Flat /Room/Shop to Such person and at such price as the Builders may in his absolute discretion think fit.

- 7) The Fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in schedule 'C' hereunder written.
 - The Builders shall give possession of the premises to the Flat 8) /Room/Shop Purchaser/s on or before _____ day of _____ 200 If the Builders fails or neglects to give possession of the Flat /Room/Shop to the Flat /Room/Shop Purchaser/s on account of reasons beyond their control and of his agents As per the provision of section 8 of Maharashtra Ownership Flat, Act, by The aforesaid date or dates prescribed Section 8 of the said act, then the Builders shall be liable on demand to refund to the Flat /Room/Shop purchaser/s the Amounts already received by them in respect of the Flat /Room/Shop with simple interest at nine (9%) per cent, per annum from the date the Builders received the Sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified In section 8 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amounts and interest Thereon is refunded by the Builders to the Flat /Room/Shop purchaser/s they shall subject to prior encumbrances, if any, be a charge over the construction or building in which the Flat Room/Shop are Situated or were to be situated.

PROVIDED that the Builders shall be entitled reasonable Extension of time for giving delivery of Flat /Room/Shop on the aforesaid date, if, The completion of building in which that Flat /Room/Shop is to be situated is delayed on account of:

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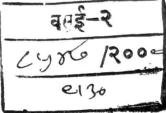
- i) Non-Availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or act of God.
- iii) Any notice, order rule, notification of the Government and/or other Public or competent authority.
- 9) The Flat /Room/Shop Purchaser/s shall take possession of the Flat /Room/Shop within seven days of the Builders giving written notice to the Flat /Room/Shop Purchaser/s intimating that the said Flat /Room/Shop are ready for use and occupation.
- 10) The Flat/Room/Shop Purchaser/s shall use the Flat /Room/Shop or any part thereof or permit the same to be used only for purpose of Residence and /or commercial.
- The Flat /Room/Shop Purchaser/s along with other Purchaser/s of Flat 11) /Room/Shop in the building shall join in forming and registering the society The Flat/Room/Shop Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other paper and document necessary for the formation and the registration of the society or limited company and for becoming a member including the bye-laws of the proposed society and full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Flat/Room/Shop Purchaser/s. So as to enable Builders to register the organization of the Flat/Room/Shop Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the prometting of Construction, Sale, Management and Transfer), Rule, 1964. No objection shall be taken by the Flat/Room/Shop Purchaser/s if any changes or modifications are made in draft bylaws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-operative Societies or the Registrar of companies, as the case may be, or any other competent Authority.

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- Builders shall, within four months of registration of the society or limited company, s foresaid cause to be transferred to society or limited company all right, title and interest of the vendors and/or the owner in the aliquot part of the said land together with the building obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favors of such society or limited company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.
- 13) At the time of registration the Flat/Room/Shop Purchaser/s shall pay to the Builder the Flat/Room/Shop Purchaser/s share of stamp duty and registration charges payable, if any by the said society or limited company.
- 14) The Flat/Room/Shop Purchaser/s or himself/ herself/ themselves with intention to bring all persons into whatsoever hands the Flat/Room/Shop may come, doth hereby covenant with the Builders as follows:-
- a) To maintain the Flat/Room/Shop at Flat/Room/Shop Purchaser's Purchaser's own costs the Flat/Room/Shop agreed to be acquired by him/her/them in the same good tenantable repair and condition from the date of possession of the Flat/Room/Shop is taken and shall not do or suffered to be done anything in or to the building in which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/after to make addition in or to the building in which the Flat is situated the Flat/Room/Shop i

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- combustible or dangerous nature or are so heavy as to damage the construction or structures of the building in which the Flat/Room/Shop is other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which Flat/Room/Shop is situated, including entrances of the building in which the Flat/Room/Shop is situated and in case any damage is caused to the building in which the Flat is situated or the Flat/Room/Shop in account of negligence or default of the Flat/Room/Shop purchaser/s in this behalf, the Flat/Room/Shop Purchaser/s shall be liable for the consequences of the breach.
- and maintain the Flat/Room/Shop in the same conditions, state and order in which it was delivered by the Builders to the Flat/Room/Shop Purchaser/s and shall not do or suffering to be done any thing in or to the building in which the Flat/ Room/ Shop is situated or the Flat/Room/Shop which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/Room/Shop Purchaser/s committing any act in contravention of the above provision, the Flat/Room/Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- Not to demolish or cause to be demolished the Flat Room/Shop or any part thereof, nor at any time make operause to made any addition or alteration of whatsoever nature in or to the Flat/Room/Shop or any part thereof not any alteration in the

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Flat/Room/Shop is situated and shall not chisel or in any other manner members in the Flat without the prior written permission of the Builders and/or the society or limited company.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Room/Shop in the compound or any portion of the said land and the building in with the Flat/Room/Shop is situated.
- Pay to the Builders within seven days of demand by the Builders, his/her/their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Room/Shop is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levy's if any, which are imposed by the concerned local authority and/or Government and/or other public authority, account of change of user of the Flat/Room/Shop by the Flat/Room/Shop by Purchaser/s viz. user for any purposes other than for residential and business purpose.
- i) The Flat/Room/Shop Purchaser/s shall not let, sub-let, transfer, assign part with Flat/Room/Shop Purchaser/s interest or behalf factor of this agreement or part with the possession of the Flat/Room/Shop until all the dues payable by the Flat/Room/Shop Purchaser/s had not been fully paid up and only if the Flat/Room/Shop Purchaser/s had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the Flat/Room/Shop Purchaser/s has/have intimated in writing to the Builder.

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- Regulations, which the society or the limited company may adopt as its made from time for protection and maintenance of the said building and the Room/Shop therein and for the observance and performance of the said building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat/Room/Shop Purchaser/s shall also observe and perform all the stipulation and condition lay down by the society/limited company regarding the occupation and use of the Flat/Room/Shop in the building and shall pay taxes, expenses or other outgoings in accordance with the terms of this agreement.
- K) Till conveyance of building in which Flat/shop is situated is executed the Flat Purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and other, at all reasonable time, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
- 15) Nothing contained in the agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or the said land and building or any part thereof. The Flat Purchaser/s shall have no claim save and except in spaces, parking spaces, lobbies, staircases, recreation spaces etc. will remain the property of the Building unit the said land and building is transferred to the society/limited company as the mafter mentioned.
- 16) Any delay tolerated or introducence shour by the Builders in enforcing the terms of this agreement or any followarance or giving of time to the Flat Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of

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of the terms and conditions of this agreement by Flat Purchaser/s nor shall the same in any manner prejudice the right to the Builder.

- The Flat Purchaser/s and/or the Builders shall present this agreement as well so the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the registration and admit execution thereof.
- IT IS AGREED BY AND BETWEEN the Builders and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builder is entitled to construction and the Builders has reserved the right to construct the same additional construction mentioned above and disposes the same. The necessary covenant in the deed of conveyance to be executed in favors of Co-Operative Housing Society shall be incorporated.
- 19) The Flat/Room/Shop Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders under this agreement.
- 20) This agreement shall always be subject to the provision of Maharashtra Co-Operative Societies Act 1960 with rules made there under and also The Maharashtra Ownership Flat (Regulation of the Promotions of Construction, sale, Management and Transfer) act, 1963.

SCHEDULE 'A'

SCHEDULE ABOVE REEREED TO FLAT

ALL THAT piece or parcel of Jand bearing Survey No. 399 Hissa No. 2 & 5. admeasuring H. R. 0-06-1, lying being and situate at village Manvel Pada Virar admeasuring Thane, within the area of Sub-Registrar at Vasai Virar east Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II

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SCHEDULE 'B' SCHEDULE ABOVE REEERRED TO FLAT

Flat No. hoh, on the fourth Floor, admeasuring
square feet Super Built up area, i.e.
square meters Built up area, in building known as MAHA SHAKTI
APARTMENT, constructed on N.A. land admeasuring 669 sq. meters, out of
Survey No. 399, Hissa No. 2 & 5., admeasuring H. R. 0-06-1, lying, being and
situate at village Manvel Pada Virar, Virar (E), Taluka Vasai, District Thane
within the area of Sub-Registrar at Vasai No. II (Virar).

IN WITNESSES WHEROF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

•			
SINGED AND DELIVERED by the)		
With in named "THE BUILDER")		
M/S.MAHA SHAKTI DEVELOPERS)	Y	
Through his PARTNER	()	-	
MR. Prakath. D. Voja)	2121 7421	~~
in the presence of:	·)	•	

: 14: SINGED AND DELIVERED by the With in named "THE PURCHASER/S" Mr. Sandosh M. Nanavare In the presence of:)	2000 2000 P
1.	

RECEIVED the day and the year first)	
hereinabove written of the from the)	
with in named PURCHASER/S, the)	
sum of Rs. One Lacz no)	Rs. 1000002
)	
as and by way of earnest/full consideration)	
Money, to be paid by him/them/her to me.)	

WITNESSES:-

WE SAY I HAVE RECEIVED.

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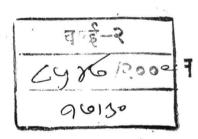


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वर्ह-र

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र)

अंबिका कमर्शियल कांग्लेक्स, ट्रूसरा मजला, बसई (पूर्व), जि. ठाणे ४०९ २९० टब्बर्जिक (क्रिक्स) दुन्ध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

संदर्भ क. CIDCO/VV3R/AM/BP-508/W/: ा.

TO-

दिनांक : 20/12/20

M/s. Mahashakti Bullder & Developers Virar (W), (al Vasal,

DIST : THANE

SUS: Amended plan approval for the proposed Residental Build On land bearing S.Mo. 399 H.Mo.5 Village Virar Taluka Vas Diet Thane.

Ref: 1) Commencement certificate No.CIDCO/VVSR/GR/BP-508/W/118 dated 02/04/2002.

Your licensed surveyor's letter dated 21/08/2002.

Gir/Madam.

With reference to your licensed surver's letter referred above, please find enclosed herewith approved amended plans for Residental Suilding on Land bearing S.No.399 , H.No.5, Village visas (al Vassi Dist Thane, as per the following details :-

ATISE PAT ACRET	Dist Thane, as per the	e following decuir	
ST. PHEDOMINAN	No.of Flats Shops	NO. OF FLOORS (B.U.A. in sq.mt)
i. Residental	32 Flats	Gr. 1 9	85.720
Total		9	85.720

The amended plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted wide this office letter No.CIDCO/VVSR/SR/BP-508/W/1187 Upl-1 02/04/2002, stands applicabale to this approval or amended where alongwith the following condition.

The Occupancy Certificate for the buildigs will be issued only after provision of potable water is made 1) available to each occupant.

शहर व औद्योगिक विकास महामंडळ

Cyra: 1:000

अबिका कमशियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. डाणे ४०५ ४९० दूरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

संदर्भ क्र. :

दिनांक :

- Notwithstanding anything contained in the 2) certificate condition it commencement authority shall be lawful to the planto direct structures erected or any the removal or alteration of sions of this grant within the specific time. to the provi-
- 3) You required to provide a solid waste disposal unit location at a accessible to the sweepers. store/dump Municipal solid waste in 2 compartments of 0.67 CUM. &1.33 CUM. Capacity for every 50 tenements 01 thereof for non-bio & bio- degardable waste degardable respectively.
- Planning Authority The Special 4) right reserves the enter the premises for inspection of maintenance of infacilities during reasonable hours of the frastructure day and with prior notice.
- You shall submit detailed proposal in consultation with Engineer-6) ing Department , CIDCO for rain water harvesting and solid waste disposal to treat dry and organic waste seperately by desigen department

Yors faithfully

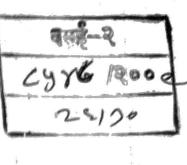
ASSOCIATE PLANNER / ATPO (E)

c.c. to :

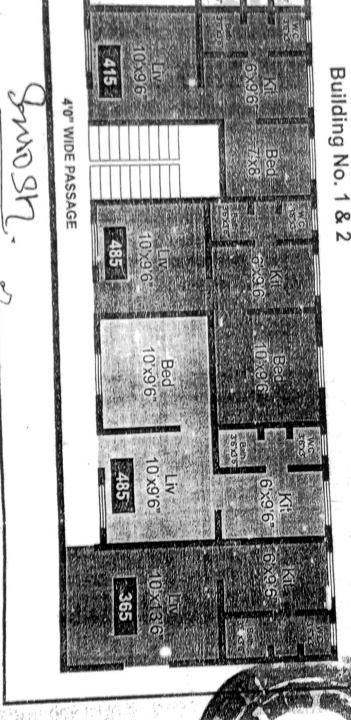
M/s. P.T.Chheda Engg. & Architectural Madhumati Apt., A-120, S.V. Road, Malad (W)

Mumbai-64





Building No. 1 & 2



Liv 10'x9'6"

MAHA-SHAKTLAPARTMENT

2413

ESSOCIATE PLANKE (HOUR) CECO LUNTIN SERVA COMMERCIAL COMPLEX

MENA COMMERCIAL COMPLEX, MICHO PLOCE, VACAI (EAST), DAT. THANA. PROFORMA - II

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED RESIDENTIAL BUILDING ON S.NO.399 HISS 5
VILLAGE VIRAR, TALUKA-VASAI, DIST. THANE.

NAME OF OWNER/APPLICANT

AHASHAKTI BUILDER & DEVELOPERS

SCALE AS SHOWN

P.T.CHHEDA ENGINEERS & ARCHITECTURAL PROJECT CONSULTANTS

MADHUMAPT. A-120

S.V.R.
MALADIOVEST)

object to the Conditions mentioned in Scaluly 936 as letter for CI DCC/ VVDR | HM | CI - 508/W/936 as 25/04/2002

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ASSOCIATE PLANTING (VVDR)

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econd floce, yakai (east),

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I COMMERCIAL COMPLET.