DEVELOPMENT AGREEMENT



झारखण्ड JHARKHAND

714006

AGREEMENT BETWEEN THE OWNERS/LANDLORD AND THE DEVELOPER/FINANCER FOR

MULTSTORIED BUILDING VN RS

THIS AGREEMENT made this 10th day of May, Two Thousand and Eighteen

- 1. Mrs Pratima Pathak wife of Late Vijnaneshwar Pathak (UID No. 672137735688) PAN - DWVPP2097E
- Deepak Pathak (UID NO. 431593633565)
- 3. Alok Pathak (UID NO. 726863474855)
- 4. Gautam Kumar Pathak (UID NO. 910901962575) all 2 to 3 sons of Late Vijnaneshwar Pathak
- 5. Archana Pathak D/o Late Vijnaneshwar Pathak W/o Abhishek Mishra (UID NO. 883136198114)

All resident of New Barganda, P.S. Giridih (T), Dist. Giridih in the state of Jharkhand, and Archana Pathak presently residing at Flat No. 402 C, A Block, Sai Enclave, Amethia Nagar, Namkum, Ranchi herein after referred to as "the OWNERS" or "LANDLORD" (which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include them/their and each of them/their respective heir, legal representatives, executers, administrators and/or assign) of the FIRST PART.

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-AND-

TAH DEVELOPERS having its office at Tah Complex, Gandhi Chowk, P.S. Giridih Dist. Giridih, Jharkhand represented through Pankaj Kumar Tah son of Late Amio Kumar Tah by Faith - Hindu, by Caste Ugra-Khatri, by occupation Business, resident of Tah Complex, Gandhi Chowk, P.S. Giridih Dist. Giridih hereinafter called the Second Party DEVELOPER/Confirming Party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, heirs, executors administrators, legal representative and assigns) having hereinafter in this present called and referred to as the Developer/Builder and also called and referred as VENDOR which expression shall mean and include its successor, representative and assign of the SECOND 22.1972/09.06.1972 through registered PART; PAN - ACFPT9981J prop. Firm. an co. 33, pege 13 to 319 to 1 year

Having its own financial resources to carry out any development scheme, including construction of building, taking up all the related responsibilities of preparation and sanction of plan for construction and engage Engineers, masons and labourers and also put in resources for building materials and supervise of completing the construction of the proposed Multiplex 'VIPRA ENCLAVE', wand paid tax upto 2014-15 vide Anchal Root

Whereas First Party member namely Smt. Pratima Pathak wife of Sri Vijnaneshwar Pathak had acquired 16 (Sixteen) Katthas of land together with Pucca House bounded by compound wall by standard measurement situated at Mouza Makatpur, Mohalla New Barganda, P.S. Giridih (T), Dist. Hazaribagh now Giridih under Thana No. 95, Khata/Thoka 11 No. 564/3, Municipal ward No. 1, then it has been changed as-10 now-9,-Holding-No-224 from Sri Surendra Nath-Gupta & Others on 23.02.1972/09.06.1972 through registered deed of sale vide deed no. 6579, book no. 1, volume no. 33, page 309 to 319 in the yearna 1972 in the office of Sub-Registrar, Giridih over which said Smt. Pratima Pathak came and continued in khas physical possession along with her husband Vijnaneshwar Pathak and children peacefully and without any objection from any corner and after mutating her name in Anchal Giridih, her name was entered in register II at Vol. XI, Page 119 and she is paying rent and tax regularly to the authority and paid tax upto 2014-15 vide Anchal Rent Reciept No. JH/20 A 073599 dated 18.11.2014 and also paying tax to the Giridih Nagar Nigam vide receipt No. TRAN375555290318022001 Dated 29.03.2018.

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and Whereas Vijnaneshwar Pathak died on 26.11.2013 leaving behind him his widow Smt. Pratima Pathak and three sons namely Deepak Pathak, Alok Pathak and Gautam Kumar Pathak and one daughter namely Archana Pathak who are leaving with their mother and the entire estate situated at Giridih and they jointly came in peaceful possession over the aforesaid property and enjoying their right title and interest Inits to be constructed on the "SAID accordingly.

AND WHEREAS the Owners are desirous of developing the SAID PROPERTY described in schedule given below by constructing Multi-Storied Residential Complex which is in number 48 FLATS/UNITS thereon and on request of the Owners the Developer have agreed to develop the SAID PROPERTY as per the plan to be sanctioned by Giridih Nagar Nigam and other concerned authorities, if any and to put up new Multistoried residential building on the terms and condition in the manner hereinafter appearing.

# NOW THEREFORE, THIS AGREEMENT WITNESS as follows:

- 1: DEFINITION unless there is anything repugnant to the subject or context, the following terms will have the meaning assigned to them.
  - a) 'BUILDING' shall mean new Multistoried Residential buildings, with maximum utilization of the land consisting Basement for Car Parking and, remaining floors for purpose of Residential flats, Units to be constructed on the "SAID" PROPERTY" according to plan sanctioned and permitted under the Rules of Giridih Nagar Nigam Bye-Laws.
  - "COMMON FACILITIES & AMENITIES" shall mean and include Corridors, Hallways, Drive Ways, Landings, Machine Room, Stair Case, Passage, Lift Shaft, Lifts, Pump Room, Tube Wells, Underground Water Reservoir Overhead Water Tank, Water Pump, Motor Generator-and-other-Facilities-which-may-be mutually agreed upon between the parties and required for the establishment, location enjoyment.
    - "SUPER BUILT UP AREA" shall mean super built up area as peraland use permissible under Building Laws and shall include wall, area within the walls and portion of the area occupied by lift landing Stair Case, Deep Boring, Water Tank, Septic Tank, Entrance Corridors, Lobbies, Generator Room, Security Room, Area meant for fire - fighting arrangement administrative office and other common areas in the new building.

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- d) "SAID UNITS" shall mean and includes the individual resident flats/dwelling units, with or without car parking space to be constructed on the "SAID PROPERTY".
- e) "SALEABLE SAPCE" shall mean the space in the new Building available for independent use and occupation, other than the "Owners Allocation" after making due provision for common facilities and amenities required in the New Building which space the Developer is entitled to sale to prospective purchaser subject to the terms as mentioned herein below.
- f) "OWNERS ALLOCATION" shall mean 14 flats out of total 48 residential flats i.e. 28 % with proportionate area of Car Parking in building duly constructed by the Developers including the proportionate share to the extent in the Common Facilities & Amenities as defined in Clause I ( C ) above, fully and particularly described in Schedule 'B' as Owners Allocation in lieu of the land described in Schedule 'A' below.
- i.e. 72% with Car Parking in building duly constructed by the Developers including the proportionate share to the extent in the Common Facilities & Amenities in the "SAID BUILDING" morefully and particularly described in Schedule 'C' of this present as Builder Allocation.
- h) "THE ENGINEER/ARCHITECT" shall mean the consulting Engineer who has been appointed by Developer for designing and planning of the NEW BUILDING or any other persons, firm or company who may be appointed hereafter for the similar purpose.
- "THE BUILDING PLAN" shall mean, such plan to be prepared by the Architect /
  Engineer appointed by the Developer for the construction of the New Building
  submitted to and sanctioned by Giridin Nagar Nigam including any variations
  therein which may subsequently be made by the Developers and Architect.
- j) "SAID PROPERTY" means the property described in Schedule 'A' to this agreement and includes all buildings, fittings structure etc to be raised by the Developer.

## 2. SCHEME FOR DEVELOPMENT

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a) The Developer shall get the building plan prepared from a qualified architect and get the same sanctioned from Giridih Nagar Nigam for the construction of the Multi-Storied Building thereon. The Developer may submit such building.

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plan in the name of Owners and whenever required the Owners shall sign the plan application and also swear affidavits at the cost of the Developer.

- b) The Developer will be entitled to modify the approval plan, as it deems fit and proper and such modification are permissible and/or within the provision of building bye-laws or as per approved scheme laid down by Giridih Nagar Nigam.
- c) The Developer shall bear all costs and expenses whatsoever including the Architect fee, cost for obtaining necessary sanction/permission and/or clearance of the building plan, including any modified plan together with all other expenses for the demolition of old building, structure, walls etc and construction of the Multi-Storied Building thereon.
- The Owners will render to the Developer all reasonable assistance in obtaining all sanction permissions, approvals as and when required by the Developer from Giridih Nagar Nigam, and/or other authorities, if any, and the Owners hereby agree, assure and undertake to sign and execute such plans, application and other papers and deeds, documents as may be required by the developer from time to time at the cost and expenses of the Developer.
- e) Until the completion of the Building, the Developer shall hold possession of the 'Said Property' and during the period of construction all related expenses' incurred for maintaining peaceful possession thereof, shall be borne by the
- The Developer shall be authorize by the Owners to apply for obtaining quotas, entitlements and other allocation of such building materials as may be available under the law and also to apply for and obtain temporary and/or permanent connection of Water Supply, Electricity, and/or-other facilities required for the Building.
- g) The Developer shall put construction of the New Building particularly in the · Email: pankaital ch@gus manner described in schedule "D" below.

# 3. OWNERS COVENANT

THAT

a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to as the absolute Owners in respect of the 'Said Property' morefully described in Schedule 'A' below and the same are free from all encumbrances and the Owners have acquired a good clear and marketable title over the

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- b) The there are no attachment, either before or after judgment and there are no construction of the Building by the claims, demands, suits, decreed, injunctions, orders lispendince, notices, petitions of adjudication order affecting the 'Said Property' or any part thereof.
- c) That the 'Said Property' has neither been acquired, requisitioned or restored nor any notice for acquisition requisition or restoration of the same under any statutes of past or present have received by the Owners from competent Government Authority for acquisition, requisition or restoration of the same.
- d) That a part from the Owners, none else is entitled to or has any share, righttitle, or interest, over and respect of the 'Said Property' or any part thereof as partner of partnership or co-partner in any joint family or in any other manner
- The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the matter of construction of the Building by the Developer nor to do any act or deed or thing whereby the Developer may be prevented from booking, selling, assigning and/or disposing of any of the Developer allocated portion in the Building.
- The Owners declare that they have not agreed, committed to or contracted or entered into agreement for sale, lease or transfer by any mode or for the development of the 'Said Property' or any part thereof with any person other than the Developer and that they have not created any lien, charge, mortgage or encumbrance on the 'Said Property' and that they would keep the 'Said Property' free from all encumbrances during the subsistence of these presents.
  - The Owners further declare that they have not done any act, deed, thing or matter whereby or by reason whereof the development and construction of the 'Said Property' and/or building may be affected or prevented in any I think white manner whatsoever.
  - h) The Owners covenant with the Developer that the delay in the progress or completion of the project due to any court order, litigation, forcible occupation or disturbance by Third Party Claimants, the Owners shall exclude such period of stoppage or work from the time fixed for completion of Project.
  - The time for the said project began from the day on which the Owners have handed over the 'Said Property' described in Schedule 'A' of their present to

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Developer in vacant possession and from the date of sanctioning of the plan of the project by the concerned authority.

## DEVELOPER COVENANTS:

That:

- a) The Developer shall carry out development of the 'Said Property' construction of the Building thereon in accordance with the plan, sanctioned by Giridh Nagar Nigam and in accordance with the relevant Municipal Laws and Rules, Regulation, Bye-laws, and direction from time to time which may be issued by the authorities:
- b) The Developer shall arrange from its own sources, finance and/or funds from time to time required for the development of the 'Said Property' or of construction of the said new Multi-Storied Building thereon. The Owners shalls not be responsible for any of the matters hereinabove stated.
- The Developer shall be solely and exclusively liable for all action, demands, suits, costs proceedings and claims arising out of accidents and mishaps occurring and happening at the site of the 'Said Property' or that may due to negligence and omission on the part of the Developer's during the development and construction of the 'Said Property' or thereafter. However if the Owners held liable for any of above acts on against of the Developer, the Developer shall indemnify the Owners fully.
- d) The Developer shall be solely liable for any dispute or claim arising out of any transaction in respect of developer allocation in between Developer and their Purchaser.
  - On completion of Building, the Developer shall first give notice to the Owners in writing to take possession of the portion in the building knows as "Owners," Allocation" and from the date of taking possession of their allocated portion in the building the Owners shall be liable to pay all rates, taxes, service charges and other out going in respect of common facilities in the building, proportionate to the area known as the 'Owners Allocation" provided that any additional costs, or expenses by way of maintenance for any particular use for any portion with "Owners Allocation" shall also be paid by the Owners in proportion to their respective shares.

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- The Developer hereby agrees and covenants withithe Owners not to violate or contravene any of the provision or rules or statutes applicable for construction of the Building.
- The Developer hereby agrees and convenient with the Owners not to do any act, deed or thing by which the Owners may be prevented from enjoying, selling, assigning and/or disposing their allocated portion in the Building.
- h) That a plan of the building prepared and the portion as "Owners Allocation" and "Developer Allocation" clearly shown, demarcation specified and accepted by both parties which may be treated part & parcel of this present but subject to be approved by Giridih Nagar Nigam. The construction will be undertaken as per sanctioned plan but subject to condition of 2 (b) mentioned lote the project within the stipulated period
- That in future an additional / supplementary agreement shall be executed between the parties showing specific allocation of Owners and Developer share as per the sanctioned map and same will registered before the Dy. Registrar at Registration office, Giridih according to law.

# 5. TIME OF COMPLETION OF PROJECT:

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The Developer shall complete the construction of the Building within 48 months from the date of sanction/approval of the building plan and from the date when the Developer enters into peaceful vacant possession of the 'Said Property" whichever is later.

## TIME IS ESSENCE OF CONTRACT.

Subject to the Developer being put in peaceful possession of the 'Said Property', the Developer agrees to complete the project within the stipulated period however in the event of the Developer being unable to complete the project within the stipulated period aforesaid, excluding the period affected by 'Force Majeure' or other circumstances beyond its control, the Developer shall be allowed a further grace period of 6 months which is agreed upon by the Owners.

## 7. FORCE MAJEURE:

The parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of Force Majeure and such obligation shall remain suspended throughout the duration of the Force Majeure. In this regard Force Majeure shall mean and include flood, earth-quake, riot war, storm, tempest, civil commotion, air raids, strike, lock-out, and/or any notice of Giridih Municipality or

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any other statutory body or any prohibitory order of court restraining the construction of the New Building on the "Said Property" or restraining construction in general and /or changes in nay building by-laws, Municipal Rules or policy relating to sanctioning plans, and/or act beyond the control of the parties hereof.

## 8. POWER OF ATTORNEY

That Owners has agreed to execute and register General Power of Attorney in favour of Developer investing him with specific powers required for development of the 'Said Property' in accordance with this agreement form beginning preparation, submission and sanction of the building plans up to the completion of the project including the power to arrange prospective purchaser, enter into agreement with them, receive advance and other consideration money and to sell and transfer and any every part of the building and for complex except the 28% share of Owners as shown in schedule "B" of this present with proportionate title to any interesting purchaser of the choice of the Developer. The Owners shall also, by the General Power of Attorney, empower the Developer the sue for or defend any legal, action, civil or criminal, arising out or related to the Said Property' and for that purpose engage lawyer/advocate, sign Vakalatnama, plaints, written statements, affidavit, petitions and rejoinders and do all that may be necessary for protection of the Owners interest in the 'Said Property' and for successful completion of the said project. Any liability arising out of any transaction between the Developer and purchaser shall be the sole responsibility of the Developer, and it shall be the sole responsibility of the Developer to settle dispute and/or indemnify with the purchaser, the Owners shall not be held liable in any way for the same.

### 9. DEVELOPER'S RIGHT:

a) The Developer shall be entitled to advertise in its own name about the development of the "Said Property" and proposed sale of flats/dwelling units with the or without car parking space in the building to be constructed and to put up Advertisement Board on the "Said Property" to remove debris and rubbish on demolition of existing structure, to dispose of the same and utilize the proceeds in its own account/purpose in accordance with the clause stated in 2C.

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- c) The Developer shall further be entitled to book and allot flats dwelling units etc. with car parking space or rights in the Building with proportionate share i.e. 72% in the "Said Property" to prospective purchasers in so far as they agreements and receive booking money, advance amount, instalments and other payables from prospective purchasers and grant receipt there to without in any way creating any liability upon the Owners.
- d) To sell and to execute the necessary sale deeds for any all flats in premises in the sale building except the share of Owners in favour of interesting purchasers with a proportionate title on behalf of the Owners and sign execute all papers and do all acts which may be necessary for law full transfer of the properties to the purchaser.
- e) The Common Area of the Building shall be controlled by the Flats Owners Association" to be formed by the Owners of the flats in the building till than it will be the duty of the Developer.
- f) That it is agreed that the Developer is free to purchase or take on development agreement from the other party/parties, and land which is adjacent/connected to the schedule land. The Developer shall be free to develop comprising the land taken from other Vendor's and Schedule premises being taken from the Owners and the Schedule premises may be used for exit/entry purpose to other lands acquired from other Vendor's, and in this regard the Owners will not have any objection or will not raise any claim.

## 10. MUTUAL RIGHTS:

- a) On completion of the Building, the Owners shall be entitled to sale and transfer the built up area in the Building, known as "Owners Allocation" (ax :065 the Building) kno
- b) Likewise on completion of construction of the New Building the Developer shall be entitled to sale the space known as "Developer Allocation" PROVIDED ALWAYS that the Developer shall be at liberty to enter into such agreement for sale of the flat/dwelling units/car parking space from out of "Developer Allocation" as it may fit and proper at any time after execution of this agreement.

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- c) That the agreement or agreements entered into by the Owners in any manner whatsoever but it will further be obligatory up on the Developer in every such agreement to include the following causes.
  - 1. Non fulfilment of any of the obligations on its part will only entitle the said prospective purchasers to compensation from the Developers but not any claim from the Owners.
  - 2. The prospective purchaser shall be bound by the condition that during their Ownership or possession over the aforesaid flats/units as also their successors in interest shall be bound to proportionately share all charges and expenses arising or accruing in connection with all the common portion in additional to being liable for such charges in respect of their own flats motted to them owned by them or possessed by them.
  - 3. The flats and every part thereof shall always be used for residential purpose exclusively without causing any nuisance or annoyance or inconvenience to occupiers for other flats/dwelling units.
  - d) The Owners and the Developer have entered into this Agreement purely as a concluded contract and nothing contained herein shall be deemed or construed as a partnership between them nor this Agreement shall be treated as joint venture or a venture between them and the parties hereto do not constitute an association.
  - It is also agreed by and between the parties hereto that the roof over the top floor shall be used for installation of Overhead Water Tank, Disc Antenna etc. and also from time to time visited by the technicians, plumbers, Lift-men and Engineers etc (appointed by the Developer and or the Flat Owners Association, Co-operative Society or a body formed by the occupants of the Building), for the purpose of repairs and inspection of the Lift/Lift Room, Overhead Water Reservoir, Disc Antenna etc. In case of any additional construction over the 23 121 roof, after obtaining prior sanction of the building plan from Giridih Municipality, the Developer shall be given first option to develop the same however the terms and condition for each additional development shall be negotiated and settled afresh between the Owners and the Developer.

f) For the maintenance of the building and for looking after the common facilities in the building, the Flat owner shall form, as it deems best, a Cooperative Society / Association of Persons / Body Corporate of all persons

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owing tenements in the said building. The Owners and their Nominees shall become members of such an association formed by the Flat Owner and the Owners, their nominees, respective agents, servants, licensees, tenants etc. shall be bound to abide by the rules and regulations as may be framed by the association from time to time and they shall be bound to contribute toward the cost of formation of such association/society as well as to pay the regularmaintenance changes as be fixed for maintenance and management of the entire building complex.

- g) The common area shall jointly be owned by the Owners of all the portion of the said building with equal entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and condition applicable to all for such utilization. No Owners of any part of the said building will have exclusive right, title and interest over the common areas and common facilities except the right to common use. Building
- h) That it is agreed that the Developer shall have absolute right to name the Building and the Owners shall have no objection for the same. It is agreed that the Developer and/or the Owners shall incorporate a clause in their respective documents so that successor - in - interest does not change the name of the Building once the same is completed.

## 11. RATES & TAXES

Till the completion of the project the Developer shall be liable to pay all taxes if any on the "Said Property". Thereafter the Owners, Developer & Purchasers of flat/dwelling units in the building shall pay/bear the same in proportion to the area held by them.

## 12. SERVICES & CHARGES

sought to You By a) From the date of their possession of their allocated area in the New Building the Owners will be responsible to pay and bear the proportionate operation. and maintenance services charges for the common facilities in the Building.

b) Additional operation and maintenance/service charged may also be charged for such other service as may be provided over and above those mentioned in clause 12 (a) above.

## 13. TITLE DEED

Copy of the title deeds in respect of the "Said Property" shall be given by Owners to the Developer as and when required until the Building are completed and the

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possession thereof are made over as provided to the Owners of the portion known as 'Owners Allocation' than it shall be handed over to the Association of the flat Owners of the co-operative Society formed for the management of the New Building.

### 14. ARBITRATION

It is hereby agreed by the Parties that all disputes and difference arising out of and in relation to these presents or touching the development, demolition and/or removal of old structures, construction of building and relation thereto shall be mutually resolved through the help of two Arbitrator, each party appointing one, and if the parties fail to get it so resolved then it will be referred to Third Arbitrator under the Arbitration & Conciliation Act 1996 and the decision of the arbitrators shall be final and binding on both parties se and bounded by compound That parties shall abide by the provisions of Jharkhand Apartment Act 2011 and Real Estate Regulatory Authority. Courts at Dist. Giridih in the state of Jharkhand alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

NOTE: That this unregistered development agreement is being ready on mutual consent of parties due to unavailability of Current Anchal Rent Receipt and Land Possession Certificate, which has already been applied by the Owners and as and when it will be obtained same will be registered accordingly.

## SCHEDULE-"A"

### DESCRIPTION OF LAND

ALL THAT piece and parcel of land together with Pucca House and bounded by compound wall measuring 16 Kathas of land by standard measurement situated at Mouza Makatpur, Mohalla New Barganda, P.S. Giridih (T), Dist Hazaribagh now Giridih under Thana No. 95, Khata No. 564/3 Municipal ward No. 1, now 9, Holding No. 224 under Giridih Nagari Nigam Authority sub Registry-Giridih P.S.-Giridih, Dist Giridih in the state of Jharkhand shown in the Map with red lines herewith attached forming part of this Deed and butted and bounded as follows:-

On the North - Road

On the South - land of Indian Statistical Institute

On the East - land House of Late Shyama Ram and Goutam Rajak Kumar and ohters

On the West - land and House of Dr R D Ray

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SCHEDULE-"B"

OWNERS'S/LANDLORD'S ALLOCATION

30% constructed area according to sanctioned plan.

SCHEDULE-"C

DEVELOPER'S/FINANCER'S ALLOCATION)

70% of the constructed area excepting the Owners'/Landlord's allocated portion as detailed in the Schedule-B.

SCHEDULE-"D") F THE WNERS/LN TO THE

(CONSTRUCTION SPECIFICATIONS)

1. Certificate of the consulting engineer is hereby attached about the construction Clartain Kz. Talkale specifications.

IN WITTNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

WITNESSES:-

Kavita Pathale Tah Complex visitdih

Pratima Pathak.

Tah Developers

Proprietor 10/05/18

Drafted & computerized by me:-Shivelder Kunar Sinho 101218 (Advocate)

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