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"This certificate is issued as per provisions of Bombay Stamp Act 1958, Provided that if this adjudicated instrument is presented before Registering Authority, the registering authority will take further necessary action as per provisions of Registration Act 1908."

DEVELOPMENT AGREEMENT

ELOPMENT AGREEMENT is made and entered into

nbai, this - 7 day of - Nex 2013

BETWEEN

M/S. COMBINE CONSTRUCTION CREATORS PAN:AAFFC5632D) a partnership firm, duly registered under the Indian Partnership Act, 1932 under registration No. BA-44805 and having office at Flat No. 06-B, 2nd Floor, & 7th Motlibai Street, Agripada, Mumbai-400008, represented through both of its partners (i) MR. MOHAMMED AHMED MOHAMMED HUSSAIN (PAN: ACBPK799911) and (ii) MR. RAMEEZ MOHAMWAD AHM AMTPM03041), aged 26 years, both in the inha their place of business at Star Cha Floor, 7th Motlibai Street, Agripada, Mulicip 400 collectively referred to as "the Owners' unless it be repugnant to the context or deemed to mean and include the partner or partners for the time being and survivor or survivors of them and the heirs, executors and administrators of the last survivor) of the First Part;

क्रीमी प्रविद्धा प्रान्त एतेला एउ एक एक. व वि. 07 - 11-12 ভাগিতা ক্ষমত্ত্ৰির সাম জানি। <u>ক্রিক্র কর্মী</u> **ब्रह्मु,** हे व्योक्त क्राउटाचे आक्रूर राज सहि

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AND अधिका-यासी दुर्द्धनीयहरू संपर्क सुद्द, दुय्यम् सिर्वधकं अधेरी - १

M/S RENAISSANCE SPACES, a partnership firm, to be registered under the Indian Partnership Act, 1932 its office at 203-204, Orbit Plaza, New Prabhadevi Marg, Prabhadevi, Mumbai - 400025, represented through its Partner MR. ANIL VIJAY DESHMUKH (PAN:AAOPD0996Q), aged about 49 Years, Indian inhabitant, hereinafter referred to as "The Developer" (which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include all its partners, their respective his heirs, legal representatives, executors, administrators and assigns) of the Other Part.

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WHEREAS:-

A. One MRS. KHAIRUNNISSASHAPRUDDIN and others were the absolute owners of the immovable property being ALL THAT piece or parcel of freehold land bearing City Survey Nos. 528, 528/1 to 528/17, 529, 529/1 to 529/32 and 535 totally admeasuring about 3743 sq.mtrs., together with the structures standing thereon duly assessed by the Municipal Corporation of Greater Mumbai under K-East Ward Nos. (i) K-2567 (2) 18 G, (ii) K-2567 (1A) 18 EE, (iii) K-2568(1) 18F and (iv) K-2568(2) situate at Revenue Village Chakala, Taluka Andheri, Mumbai burban District, in the Registration District & Sub-District in the Suburban and hereinafter regard to as the 'said property' or 'the said land' and more particularly described in the First Schedule hereunder written.

B. A portion of the said land, which portion admeasured2784.10 square meters, had come to be declared and notification. SLUMAREA' (hereinafter referred to as "the signs of the signs of th

C. (i) In the year 1993, a sium redevelopment scheme came to be proposed, which scheme was restricted only to the said slum portion/property. Under the then prevailing regulations, the then empowered authority namely 'SRD Committee', vide Letter of Intent bearing No. DyCE/SI/SRD/071/KE/PL/LOI dated

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30.09.1995, approved the 'SRD Scheme' in respect of the said slum property.

- (ii) The slum dwellers occupying their respective hutments/tenements on the slum property formed themselves in a Co-operative Housing Society called 'Sadibhavana Co-operative Housing Society Ltd.' bearing Registration No. BOM/W/KE/HSG(TC)/9144 of 1995-96 dated 04.04.1996. The said slum dwellers executed their respective irrevocable consents for the slum redevelopment scheme and entered into Agreements of Permanent Alternate Accommodations.
- D. Thereafter, by a Deed of Conveyance dated 10th July, 1996 and duly registered at the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1/2105/96, the Owners purchased from the said Mrs. Khairunnissa Shafruddin the said property and proceeded with the said slum redevelopment scheme.
- E. (i)As per the certified Annexure-II issued by Additional 0 ? 3

 Collector (Enc.) & Competent Authority under No. UnitII/Desk-13/33(10) SR-165/93 dated 16.08.1994, there were
 105 slum structures on the said slum property out of which 99
 slum structures were held as cligible for allotment of
 permanent alternate accommodations under the said slum
 reflectionment scheme and the remaining 6 slum structures
 were held as non-eligible.

there addition to the above 6 (six) non-eligible slum structures, there also existed 14 slum dwellers on the slum property. However, as the said Annexure-II was prepared with reference to the then prevailing cut-off date of 1985, the slum structures were not included in the said run and the said run.

(iii) However, in view of the implementation of modified D.C. Regulation 33(10), the scheme cause to be converted to new Slum Rehabilitation Scheme implementation and Rehabilitation Authority and the cut-off date applicable to the said 14 structures is now 1.1.1995 and hence, subject to revised Annexure-II being issued by the competent authority, the said 14 tenement holders shall become eligible to participate in the said scheme.

(iv)The onus and responsibility of providing permanent alternate accommodations to all the slum dwellers held or to

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be held eligible under the scheme AND of amicably settling with and lawfully vacating the slum dwellers/occupants held as non-eligible under the scheme shall belong absolutely to the Owners and the Developers shall not be held liable for the same.

(v) Save and except as set out hereinabove there are no other un-authorized slum dwellers/occupiers on the said property, and if there are any such un-authorized slum dwellers/occupiers, all additional costs and expenses for vacating them shall be borne by the Owners;

F. (i) Under the said earlier Letter of Intent bearing No.Dy.C.E / SI / SRD / 071 / KE/PL/LOI dated 30.09.1995, the Municipal Corporation of Greater Mumbai (MCGM) had issued Intimation Of Disapproval (IOD) U/No. Dy.CE/SI/SRD/071/KE dated 26.12.1995 in respect of a structure therein called Building No.1' and had also issued Commencement Certificate dated 13.08.1996 for the said building.

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(ii) Subsequently, pursuant to the conversion of the scheme 2083 into a new 'Shum Rehabilitation Scheme' as per the provisions of modified DCR 33(10), under the provisions of Clause 7.7of Appendix-IV of DCR 33(10), a Joint Re-development Scheme* and Non-Shum Area' of said entire property (slum as well (mon-slum) came to be approved by the Slum Reliability on Authority (SRA) vide a Revised LOI bearing No. Dr. CE/SWSRD/071/KE/PL/LOI dated 16.10.2009. However, though the said Revised LOI was issued to the said Property, the area of plot considered in said 3191.40 Sq.mts as per Property Register area of 3743 Sq.mts as per conveyance deced date and as per possession on site. A copy diffe said hereto annexed as Annexure-A. As pel the approved total Tehabilitation component is of 4410.08 square meters and the approved freesalc component under the scheme is of 4817.38 square meters.

(iii) In pursuance of the said revised LOI, the amended building plans of the said project came to be sanctioned by SRA vide Intimation of Approval No. Dy. CE/SI/SRD/071/K-E/PL/AP dated 25.02.2010. The said earlier issued Commencement Certificate for the said composite building has been reendorsed by SRA from time to time for permitting construction

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of the said composite building no.1. The said permissions have been revalidated and re-endorsed from time to time by the MCGM / SRA and are presently valid and subsisting.

Ġ. (a) The Slum Rehabilitation Authority (SRA) has sanctioned the layout plan/subdivision of the property vide layout sanction letter No. SRA/ENG/621/KE/PL/LAY dated 07.06.2012.

(b) As per the said layout plan / subdivision approval, sub-plot A admeasuring 1902.24 sq.mtr. from the said property is kept for construction of composite Building No.1 comprising Wing A, B, C & D and Sub-Plot B admeasuring 1289.16 Sq.mtr. shall be utilized for construction of free sale built up areas. The said Plot-B is hereinafter called 'Salc Sub Plot B' for short. The said layout / subdivision plan is under revision so as to increase the plot area of sale sub-plot B' from 1289.16 sq.mtr. to 1426.67 sq.mtr. and consequently decrease in plot area of subplot 'A' from 1902.24 sq.mtr. to 1764.73 sq.mtr. Hereto annexed and marked as Annexure-B is the copy of the revised layout / subdivision plan.

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In pursuance of the said sanctions the Owners have aheady constanted Wing A, B & C of the composite Building No. comprising of 51 rehab and 71 free sale tenements on sub plot rs have also carried out part construction of Wing here the Owners propose to construct 89 rehabs/PAP s. As of now, Owners have handed over possession of 21 rehab tenements in Wing-A and 30 Rehab tenements in Wing-B to eligible slum dwellers. Hereto annexed as Annexure-C is the list of slum dwellers that the Owners have rehabilitated till the date of this agreement, annexed as Annexure C is the list of slum Owners propose to rehabilitate in the recording portion Building No.1OR amicably settle by an

settlements.

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ξ. The Owners have sold and handed over pos tenements in the freesale areas of Building No. purchasers thereby consuming FSI of 2141.68 sq.mtr. including balcony area and they have paid the necessary stamp duty and registration charges for the same. The Owner is solely entitled to the entire balance free sale potential of the said project available under the prevalent Revised LOI No. Dy. CE/St/SRD/071/KE/PL/LOI dated 16,10,2009 and also the

benefits of loading TDR in respect of Non-Slum part of the said Property and further the entitlement to avail and consume compensatory fungible FSI in respect of the entire free sale FSI in the said Project, subject to the Owners complying with the LOI and other project obligations and the shall have the necessary right to deal with the same in any manner as the Owners may deem fit.

J. The Owners represent, confirm and declare to the Developer that there is/are no pending litigation and/or any other proceedings of whatsoever nature in any court/s or before any authority (whether Judicial or quasi-judicial) in respect of the said property including the slum property or any part thereof or that the said property including the slum property or any part thereof is not a subject matter of attachment before any court of law, forum or quasi-judicial authority. If at all any litigation and/or any other proceedings with respect to the said property including the slum property or any part thereof is found pending or arising in future, the costs, charges and expenses which may be incurred for defending/clearing/settling the same shall be borne by the Owners alone and the Developer shall not be responsible or liable for the same.

The parties have ascertained that (i) the area of said Property Twime of issuance of said Revised LOI dated 16.10.2009 was efficielred as 3191.40 sq.mts as per Property Register instead of area of 3743.50 sq.mts or thereabouts hed in conveyance deed dated 10.07.1996. If there is increase in the plot area above 3191.40 sq, mtr. Supplementary Agreement will be executed. (ii) the in-situ non-slum area in the said property is more than the area of 407.30sq.mtr.considered by Slum Rehabilitation Authority while issuing the LOI dated 16-10-2009. As personal LOI, the permissible sale Built-up area from sq.mtr. and from non-slum plot area is 4008.07 sq.mtr. The Owners have appli Rehabilitation Authority for obtain considering the changes in the slum subject property i.e. considering slum pl sq.mtr. and non-slum plot area as 827.00 sq.mu. Under the said application, the free sale component from the revised slum plot shall be 3898.03sq.mtr. and the same from non-slum plot area shall be 827,00 sq.mtr. i.e. total sale component of 4725.03sq.mtr. The above said circumstances shall result in

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(a) SRA issuing a further revised LOI after recording decrease in slum plot area and increase in the non-slum area; (b) the proportionate reduction in the number of PAP tenements and re-identification of certain PAP tenements as rehabilitation tenements for accommodating the increased number of eligible slum dwellers;(c) Increase in the freesale FSI/ BUA due to loading additional TDR on the increased non-slum plot area from 407.30 sq.mtr. to 827.00 q.mtr.; and (d) increase in the physical area of the said Sale Sub Plot-B from 1426.67 sq.mtr. thereby necessitating revision of the approved layout.

L. In consideration of the lumpsum monetary consideration of the owners have agreed to grant to the Developer the entire development rights pertaining to:

(i) the entire balance Freesale FSI / BUA i.e entire freesale FSI admeasuring 4725.03 sq.mtr. that shall be made available under the scheme vide the revised LOI applied to Sium Rehabilitation Authority less 2141.68sq.mts of free FSI / BUA including balcony area which is already constanted in composite building no.1 and sold by erstwhile partners of the said Owners, thus amounting to BUA of 2583,33 sq.mtr. available for development which is to be constructed on sub-plot 'B' admeasuring 1426.67 sq.mtr. subject to increase therein due to area correction in lange?

(ii) the entire rights to utilize the free sale component as mentioned in clause 2(i) hereinabove, wholly or partly, insitu and sell in open market the balance free sale component as spill over TDR to the third partly.

(iii) entire right to avail and consultation fungible FSI associated with the entire in the scheme at there will any time in the

All of which collectively called as Total Freesar ponent' ALONGWITH the vacant physical possession and lawful transfer of land rights in respect of well-demarcated and

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fenced-in 'Sale Sub Plot-B' so as to consume the said Total freesale Component for effecting construction of various freesale areas and more particularly described in schedule B'.

- M. Mr. Jay Bhargavaram of M/s. J.K. Juris & Associates, Advocate & Solicitor, upon the request of the Owners, has issued a Title Certificate dated 10th April, 2013 certifying the title of the Owners to the said property including the slum property and the same is proper and valid in law. Hereto and annexed and marked as Annexure-D is a copy of the said Title Certificate issued by Mr. Jay Bhargavaram of M/s. J.K. Juris & Associates, Advocate & Solicitor,
- N. A Public Notice dated 5th June 2013 to investigate the Owner's title in respect of the said property and to invite claims and a Corrigendum thereto dated 6th June 2013 was published in Prece Press Journal', 'Navshakti' and 'Saamna' newspapers, and in spite of the 15 day period therein stipulated for sending claims having already expired, no claims adverse or otherwise have been received by the Developer in respect of the said property or the said project including the slum property.
- O. This a relopment agreement is executed for recording the transfel by the Owners unto the Developer of the Total Freesale Component alongwith the vacant physical possession and lauran transfer of land rights in respect of well-demarcated and fenced-in 'Sale Sub Plot-B' for effecting construction of various Freesale areas.

THIS DEVELOPMENT AGREEMENTWITNESSETH AS UNDER:

1. Recitals to be part of the Agreement:

The above recitals shall form an integral Development Agreement as if the same were specifically share in verbatim. The Owners hereby state, declare and of that the said recitals as true and correct.

Subject matter of the development agreement:

The present Development Agreement is entered for recording the transfer by the Owners unto the Developers of the entire development rights pertaining to:

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(i) the entire balance Freesale FSI / BUA i.e entire freesale FSI admeasuring4725.03 sq.mtr. that shall be made available under the scheme vide the revised LOI applied to Slum Rehabilitation Authority less 2141.68sq.mts of free Sale FSI / BUA including balcony area which is already consumed in composite building no.1 and sold by erstwhile partners of the said Owners, thus amounting to BUA of 2583.35 sq.mtr. available for development which is to be constructed on subplot 'B' admeasuring 1426.67 sq.mtr. subject to increase therein due to area correction in land records.

(ii) the entire rights to utilize the free sale component as mentioned in clause 2(i) hereinabove, wholly or partly, in-situ and sell in open market the balance free sale component as spill over TDR to the third parties.

(iii) entire right to avail and consume entire / part of fungible FSI associated with the entire free sale FSI granted in the scheme at there will any time in future.

All of which collectively called as Total Freesale Component'

ALONGWITH the vacant physical possession and lawful
transfer of land rights in respect of well-demarcated and
fenced in 'Sale Sub Plot-B' so as to consume the said Total
freesale Component for effecting construction of various
freesale reas and more particularly described in schedule B.

3. Consideration:

As the entire consideration for acquiring the said development For rights, the Developer shall pay to the Owners a sum of Ress TDS as may be applicable) as per the payment schedule as below:

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(A) is paid by R.T.G.S. UTR No. HDFCH13129090096 on 09 i.e. before the execution hereof(payment and receipt the Owners shall admit and acknowledge and relationsharge the Developer from the same forever).

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(C)A sum of shall be paid after and subject to:

- (i) The completion of detailed due-diligence by the Developer to its fullest satisfaction in respect of the said project,
- (ii) The Property Register Card been updated and the name of the Owners been reflected as the owners therein in respect of the said property
- (iii) Evacuation of all the slum dwellers from the entire land
- (iv) Owners obtaining commencement certificate (CC) of the Sale building on the Sale Sub Plot-B for the Total Free sale Component as per the plans prepared by the Developer
- (v) Vacant and lawful possession of the well-demarcated and fenced-in entire Sale Sub Plot- B with barricading and entry-exit gates provided and
- (vi) Occupation Certificate of all the constructed wings of composite building No. 1 having been obtained.

Only)shall be paid in 11 equal monthly installments each commencing within one month from the payment to be made accommendately above.

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shall be paid by the Developer to the Owners as part-consideration, which sum shall be utilized by the Owners specifically for the below mentioned activities of the said project and shall be paid in the following manner:

paid for completing the balance construction rehabilitation tenements including 6 and in Wing-D. Out of the said amount

amount amount only is pa

before the execution hereof by R.T.

HDFCH13208511218dated 27.07.2013(the payment and receipt whereof the Owners hereby admit and acknowledge and release and discharge the Developer from the same forever.) The balance payment of Rs. shall be paid upon the completion in all respects of the balance construction

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work of 47 rehabilitation tenements including 06 amenity tenements in Wing-D and obtain occupation permission for the same.

to be paid for completion of the balance work of the construction of 41 PAP /rehab tenements in Wing-D in installments of from the date of obtaining further CC, subject to satisfactory progress of number of PAP tenements to be constructed below 4 Itenements presently approved in the scheme, then the said amount of paper shall reduce proportionately. The developer shall obtain the necessary decision of SRA regarding reduction in PAP tenements within a period of 3 months from the date of execution of this Development Agreement.

(iii) to be paid towards the pending professional fees payable to earlier Architect / Liasioning persons SUBJECT TO the Owners obtaining and furnishing to the Developer the NOC from the said earlier architect / Liasioning person.

to be paid by the Developer to the Owners towards rents parable by the Owners to the slum dwellers upon obtaining full possession of the entire Sale Sub Plot-B.

to be paid to be described to be paid to be paid to be described to be paid to be paid to the cleatiful the paid to the paid to the Developer to the Owner upon completion of such work

of execution by the Owners of a deed of control and the or Plot B alongwith newly constructed placing the or Developer or its nominee or within the period of the issuance by SRA of the full occupation certain building proposed to be constructed whichever is earlier.

Conditions of Adjustments in Consideration:

(i) In case there is any decrease in the freesale area and/or any benefit attached/appurtenant thereto due to (a) any acts/omissions of the Owners (b) SRA rejecting the eligibility of all or any of the non-eligible slum dwellers (c)failure on the

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part of the Owners to accommodate and/or settle all or any of the slum dwellers at their own costs (d) any claims that may be made by or through the erstwhile partners on the freesale area, then in such events, the amount of consideration agreed herein shall be decreased in proportion to the decrease in the freesale area and/or any benefit attached/appurtenant thereto.

the eligibility of slum dwellers or increase in the total area of the said property in demarcation and / or Revised LOI and/or increase in the non-slum area of the said property and/or due to modification / change in the regulations if any approved by the government, then the Developer alone shall have full rights and absolute entitlement in respect of such increased FSI and Developer will not be required to pay any additional consideration to the Owners. It is clarified that, the cost of approval for such increased FSI shall be entirely borne by the Developer. A separate agreement will be executed for such increased area of free sale component and stamp duty or any other charges payable towards such agreement shall be borne by the Developer.

5. Owner's Obligations:

This Development Agreement shall, save and except making payment of the said monetary consideration, cast no further liability and the Developer. It shall be the absolute obligation of the Owhers to:-

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(i) To use the P.R Card of the said Property so as to reflect the and of the said Owners as the owners of the said Property.

(ii) To obtain approvals under applicable regulations avout demarcating the Sub Plot-B as 'Sale Sub Plot's computer purposes obtain approvals for modified land.

(iii) To hand over to the Developer possession of the Sale Sub Plot-B.

(ix) To provide to the Developer for all the pertaining to Total Freesale Component and Sale Sub Plot-B described in the Second Schedule nereunder.

- (v) To obtain the measurement of the Sale Sub Plot-B as per requirements of SRA and to ensure that the same is properly demarkated.
- (vi) To obtain separate property card for the Sale Sub Piot-B described in the Second Schedule hereunder from office of the city survey and land records and to ensure that the FSI

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permissible to be consumed for the said plot is endorsed on the said property card.

(vii) As per the policy of SRA, to ensure that the Sale Sub Plot-B is either conveyed or transferred on lease either to the Developer or the nominee/s of the Developer that shall include a co-operative housing society of the unit purchasers of the Preesale Structures constructed on the Sale Sub Plot-B.

(viii) At the costs of Developer, to perform such acts, deeds, matters or things <u>AND</u> to execute or cause to be executed and duly register in favour of the Developer such deeds and writings, including deeds of conveyances or indentures of assignment of leasehold rights, which would derive unto the Developer and nominees of the Developer a perfect title of either ownership rights or leasehold rights of the Sale Sub Plot-B and rights to utilize the said Freesale FSI thereon.

(ix) To obtain all the necessary permissions which would be necessary to consummate the instant transaction of sale of FSI and lawful transfer of Sale Sub Plot-B.

(x) To execute and cause to be registered in favour of Developer anytime from the date of execution of this agreement a duly registered power of attorney authorizing the Developer to act for and on behalf of the Owners in respect of the matters therein contemplated.

(xi) To complete the balance work of entire rehab component it juding PAP tenements as well as on-site and of-site infragructure required for the said Composite Building No. 1,

occupation permission/certificates, approvals and clearances for the said Composite Building No. 1.

(xiii) To obtain water connection, electricity connection etc

the said Composite Building No. 1.

(xiv) To obtain correction of non-slum a

said end obtain corrected Revised LOI a (xv) To obtain all the necessary approvals, no-objections, consents,

and every document necessary ion Developer the Total Preesale Component

rights in Sale Sub Plot-B described in the hereunder.

(xvi) To provide transit accommodation/rent for the temporary alternate accommodation to the Hutment Dwellers as well as shifting the hutment dwellers to the transit and then from the transit to the Permanent Alternate Accommodation in the Rehabilitation Buildings.

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(xvii) To assure the productive future progress of the said project hereafter and to assure that the interest of the Developer shall not be adversely affected and to further assure that nothing shall cause any detriment to the interest of the Developer, and for all the said purposes, to complete the work of the balance Rehabilitation tenements in the Composite Building No.1 at its own costs.

(xviii) To settle all the remaining non-eligible slum dwellers in this scheme by getting their eligibility decided from the Competent Authority / SRA or by paying them appropriate compensation.

(ixx) To obtain the OCC, BCC of Composite Building No. 1 as well as other applicable NOCs with respect of the same.

(xx) To pay all pending bills & dues and future bills and dues to all the Government Authorities as well as private entities the contractor or in respect of the composite Building No.1 and Sub Plot A.

(xxi) To handover all approvals, permissions in original and AUTOCAD files of architectural/structural/municipal drawings etc. to the developer.

(xxii) To obtain resignation and NOCs from all the existing architects, licensed surveyors, consultants engaged by the Owners for this project in case the Developers desires so at anytime during this project at the cost of the Owners. The Developer shall at its own cost appoint, engage its own

Architects, deensed surveyors, consultants for completion of the project contemplated under this Development Agreement.

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Provided however the architects, licensed supports to complete the state components of Building No. 1 who shall stand also harged upon completion of the same.

(xxiii) To execute all such deeds and documents which in needed at any time in future to better and the Developer over increased Free Sale FSi general Project.

6. Developer's Obligations:

It shall be the absolute obligations of Developer:

- To ensure payments and considerations as per Clause 3 mentioned above.
- b. To bear all expenses and take benefits of construction of sale building no.2 by utilizing FSI/BUA mentioned herein above including any further addition in it due to

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amendments in planning etc., by efforts and value additions made by the Developer.

c. Subject to the Owners complying with all their obligations of obtaining OCC/BCC for Composite Building No.1 and approval for revised sub-division of the two plots in the land/revenue records, to bear all expenses for approvals i.e. amended plan, further C.C. O.C.C. B.C.C of Sale Building to be constructed on subplot B', sales and marketing of the said saic building No. 2 to be constructed on sub-plot B'.

7. Developer's Entitlements:

The Developer shall be exclusively entitled :-

 To design and conceptualize the said balance sale Project and to finalize the planning thereof;

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- II. To engage Architects, R.C.C. Designers, Landscape Consultants, Contractors. Legal Advisors, Financial Advisors and other Professionals and Consultants for the said balance Project for such remuneration and on such terms as the Party of the Developer deems fit and proper.
- III. To take steps at the SRA for the revision of the LOI and building plans, layout/subdivision plan of entire said property, in order to ensure optimum planning and FSI tits.
- IV. To the any additional FSI / Built-up area due to change in planning or government policy or any other mannor to its fullest advantage i.e. Owners will not have any claim on any such increase in FSI in this project in future.
 - V. To take all decisions regarding the fact day work on management of the development what is be decided out cause to be carried out in respect the same alarms sale project on the said property.
- VI. To supervise/ execute the actual won and construction in respect of the said balance sale project on the said property and to carry out all items of incidental and infrastructural work.
- VII. To devise and implement marketing (including to decide the sale price of such Flats/Units) strategies and policies for sale/alienation of Flats/Units in the balance free sale area.

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ViII. In general, to take all other decisions pertaining to the day to day activity relating to the said balance sale project as may be required from time to time.

IX. To alienate in open market the unutilized freesale PSI generated from the project to third parties as 'Slum TDR' and to receive and appropriate the transfer consideration.

X. To transfer the Sale Sub Plot-B to the society of flat purchasers and execute all documents necessary for the same for and on behalf of the Owners.

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8. Timelines:

(i) It is agreed that the Owners shall lawfully vacate the Sale 2 sub-plot-B', as reflected in Approved Layout / sub-division plan dated 07.06.2012 with such amendments as may be approved in future and transfer the demarcated, fenced-in, vacant and peaceful possession thereof with barricading and entry-exit gates provided unto the Developer on or before 60th day from the date of the execution hereof. At the time of transferring the possession of the Sale Sub plot-B the Owners shall have obtained all the required permissions from SRA in that behalf and the Owners shall execute and register/ cause to be registered in favour of the Developer a formal Letter of Possession. It shall be necessary that the access road to the sale Sub Plot-B from the nearest public street shall be well demarcated in the like manner.

a period of 30 days from the date of execution reflect the name of the Owners as owner of the said Property.

(iii) It is agreed and confirmed by the Owners that the remaining work of rehabilitation tenements to the district to all the slum dwellers including providing all the infrastructure as aforesaid, shall be completed by the Owners within a period of Six (6) months from the procurement of Commencement Certificate without any delay or default and the Owners shall complete all their obligation in respect of rehabilitation component and the Composite Building No.1 comprising wing A, B, C & D within the said period.

(ii) The Owners shall update the Property Register Cond with

(iii) The Owners further agree and confirm that, the PAP tenements to be handed over to SRA shall be completed in all respects, occupation permission, water connection obtained and the said tenements shall be handed over by the owners to Sium Rehabilitation Authority within a period of 6 (six) months from the date of this Agreement. In case of any default/failure

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on the part of Owners in performing the abovementioned obligations, the Developer shall have the discretion to perform such obligations on behalf of the Owners and the Owners shall be liable to reimburse to the Developer, all costs, charges and expenses that may be incurred or suffered by the Developer due to such default/failure on the part of the Owner and due to the consequent performance by the Developer on behalf of the Owners, and all the decisions of the Developer regarding the said obligations and matters relating thereto shall be final and binding.

(iv) If the Owners fail to finish the abovementioned activities in timelines mentioned hereinabove or fails to show uniform progress in works mentioned hereinabove, then the owners shall be liable to compensate the Developers of the increase in the cost of invested capital due to the delay and shall, therefore, pay to the Developers interest at the rate of 18% per annum on the consideration theretofore paid by the Developers to the Owners. The said delay shall also result in the Developers withholding Payment of balance consideration till satisfactory completion of the said pending work.

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Developer to act for the Owners in certain matters;

Without affecting the responsibility of the Owners in that behalf contemplated and agreed above, the Developer shall have the authority to apply for and obtain all the further/americal approvals, sanctions and permissions including regised LOI, revised building plans of Composite Building 1, revised layout/subdivision plan of entire said property from SRA and to apply for and obtain all the necessary approvals, sanctions and permissions of the said Property and said project from the said project from the said project from the said project from the said project

10. Transfer of Sale Sub Plot-B:

The Developers shall, upon Slum Rehabilitation Authority approvals having been obtained in respect thereof, be entitled to transfer and convey the Sale sub-plot-B in favour of the Society of the prospective purchasers of units constructed by the Developer thereon. The Owners shall perform all such acts, deeds, matters and things that shall be found necessary for effecting the lawful transfer of the said plot of land unto the said ultimate body.

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11. Power of Attorney:

(i) Simultaneously with the execution of these presents, the Owners have executed an Irrevocable Power of Attorney in favor of the Developer and the Owners hereby undertake to execute all such other documents as may be required, in favour of Developer and/or its partner/s in respect of the development rights as granted in this Development Agreement.

(ii) It is agreed that the Developer shall have the liberty to act as constituted attorneys of the Owners and, without affecting the contractual responsibilities of the Owners, to take necessary steps for obtaining the further/amended approvals, sanctions and permissions including revised LOI, revision of the building plans of composite building I and revision to the layout/sub-division plan of entire said property from Slum Rehabilitation Authority and to obtain all the necessary approvals, sanctions and permissions in respect of the said Property and said project from all other authorities / Government Departments such as Collector, MCGM, Civil Aviation Authority etc.

shall have absolute right and authority under the said increase in FSI due to increase in the eligibility of slum divideration and / or Revised LOI and/or increase in the months area of the said property in change in the said property and/or due to increase in the months area of the said property and/or due to increase in the months area of the said property and/or due to increase in the months area of the said property and/or due to increase in the months area of the said property and/or due to increase in the months authorities by executing Supplementary in the regulations if any approved by the government authorities by executing Supplementary in behalf of the Cowners, in favour of the developer or their notation.

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(iv) As the constituted attorney of the Owners, the Beveloper shall have the authority under the said irrevocable Power of Attorney to transfer and convey the sale sub-plot-B upon which the said Sale Building No.2 will be constructed, in favour of the Society of the prospective purchasers of units therein.

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12. Owner's Declarations:

The Owners hereby declare and confirm as follows:-

That the LOI dated 16.10.2009 is still valid and subsisting and the Owners have applied to SRA for revision in the said

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LOI. The Total area available for free sale as per the said revised LOI which will be issued by SRA shall be is approximately 4725.03sq.mtrs. The Developer has the necessary right to apply for and act for and on behalf of the Owners to further amend the said LOI and obtain further Revised LOIs.

- II. That the beneficial interest and title of the Owners to the said property including the slum property as set out in the Title certificate dated 10.04.2013 issued by Mr. Jay Bhargavaram of M/s. J.K. Juris & Associates, Advocate & Solicitor being Annexure "D" hereto is free, clear and marketable;
- In pursuance of the said IOD, amended plan approval and Ш. Commencement Certificate issued by MCGM / SRA for the composite building no.1 comprising Wing A, B, C & D, the Owners have aircady constructed Wing A, B & C comprising 51 rehabs and 71 free sale tenements. The Owners have also carried out partly construction of a part of Wing D comprising 43 Rehab tenements and 06 amenity tenements i.e. 02 - Balwadies, 02 - Welfare Centers & 02 - Society Offices which is nearing completion and also constructed part Wing D upto plinth and the work of remaining part of the wing D is not yet started. As per the plans approved by SRA there are 89 rehabs / PAP tenements proposed in par? 0 ? 3 of the Wing D which is completed upto plinth including the remaining part which is not yet started. As of now, Owners have handed over possession of 21 rehab tenements in Wings and 30 Rehab tenements in Wing B to the climble sing dwellers further, the erstwhile partners of the

Owner firm have sold and handed over possession of sale tenements to the purchasers.

All the Rehab units and the sale units in composite building no.1 consisting of Wings A, B and which is already complete and wing D which is under characteristic shall not be treated as part of the present transaction and shall be completely out of the purview of the present Development Agreement and all the obligations in respect thereof shall be of the Owners. Hence any Hability in past, present or future with respect to the above said part of composite building would be responsibility of the Owners in entirety.

V. That save and except as set out hereinabove the Owners has not sold, assigned, transferred or conveyed nor has agreed to sell, assign, transfer or convey its title and

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beneficial interest in respect of the said property including the slum property or any part or portion thereof and/or the said project in favour of any third person or party;

VI. That the Owners have through its self and/or any of its partners, neither sold nor have agreed to sell, created nor have agreed to create any third party rights, charge or encumbrances on the said property including the slum property or any part thereof including and/or the Sale component contemplated under this Development Agreement or any portion thereof, nor have accepted any money consideration from any third party in respect of the same.

Vii. That the title of the said property including the sium property or the said project i.e. sub sub-plot "B" is clear and marketable and free from all encumbrances and reasonable doubts.

VIII. Save and except this Development Agreement, the Owners have not entered into any Memorandum of Understanding and/or Agreement for Development / Joint Development / Joint Venture or otherwise in respect of the slum property or any portion thereof, or any arrangement / MOU/Agreement for the sale or like disposal of any built-up Sale area proposed to be constructed or contemplated in the sale property including the slum property or the said project or any part thereof, the any person or party.

IX. The June's have not done, executed or performed any act, deed fatter or thing whereby or by means whereof the Owners are prevented from entering into this Development Agreement or any other documents incidents.

X. The Owners hereby state, declare and confirm that ware absolutely entitled to develop the said property including the slum property or the said property eithers, themselves or jointly with others.

The Owners have been paying the and other dues and that there is no important by the income-tax Authorities or by any other govt. bodies and authorities preventing the Owners and/or its partners from selling, transferring and/or alienating the said project to the Developer and subsequent developments thereof;

The original documents of title in relation to the said property are in possession of the Owners and have not been deposited by them with any Bank/ financial institution/ any other person as and by way of security or otherwise

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against loan or any charge and after the execution of these presents, the same shall not be handed over by the Owners to anyone whosoever, without the knowledge, prior permission and written consent of the Developer;

XIII. The property described in the Schedule hereunder written is not subject to any set-back or reservation and is not in the regular line of any road or highway as per the development plan;

XIV. The Owners have not at any time mortgaged the said property nor the sale component of the said project contemplated herein or any part thereof;

XV. There is no agreement or arrangement with the Municipal Corporation of Greater Mumbai, the Government or any other person whatsoever whereby the full beneficial enjoyment of the said property and/or the said projector its benefits contemplated herein is liable to be terminated extinguished or curtailed or any sum of money has become

payable out of the property and/or the sale area act_e contemplated herein by the Owners;

XVI. The Owners shall ensure that the municipal taxes and water charges in relation to the property including the said project are fully paid;

XVII. Therefore no adverse rights or other prejudicial circumstances affecting the property described in the Schedule intereunder written and/or the sale component of the said project which are likely to hamper the terms of this Determent Agreement;

The Owners hereby declare that there is no suit, mortgage, charge, encumbrance, lien, insolvency or hankruptcy, judgment, writ of execution, lispendens, and the suit has annuity, settlement, trust, any secret cost or any claim the nature, of maintenance, successive downs any declared of document, fact or omission or any assembly rights of common profit, restrictive covenants and the insuperior against or affecting the property description the said project. The Owners further declare that, neither the Owners nor any of its partners have done any other act or omission that might create any charge or liability in respect of said property including the slum and/or the sale component of the said project.

XIX. No notice has been served on the Owners either jointly or severally by the Government of India or the State Government or Collector or the Mamlatdar or the

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Municipality or any other public body, authority, Civil or Military or otherwise for requisition or acquisition of the property described in the Schedule hereunder written or any part thereof for public or any other purpose;

XX. None of the adjoining owners have got any right, title and/or interest for passing, re-passing on the property described in the Schedule hereunder written;

XXI. There is no restriction on the acquisition of easements in respect of the property described in the Schedule hereunder written;

XXII. There are no restrictive covenants affecting the use or occupation of the said property or the said project described in the Schedule hereunder written;

XXIII. No claims have been made by any person or party against the Owners in respect of the said property described in the Schedule hereunder written and/or the sale component of the said project;

XXIV. All liabilities arising out of the property described in the Schedule hereunder written and/or the sale component contemplated herein of the said project being subject to any attachment on account of non-payment of any taxes or on any account whatsoever shall be the solely borne by the GCC-Party of the Owners;

XXV. Owners further declares that save and except the

Owners no other person is entitled to the said property and the isem project described in the Schedule hereunder

written or any portion thereof.

XXVI. The where further declare that there are no disputes legal or otherwise or litigations pending or initiated in any court of law or before any authority amongst the partners of the Owner firm, either continuing or erstwhile the property or the said project desired in the School project there are no restraining case t passingly at the said project there are no restraining case t passingly at the said of law in respect of the same.

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The Owners hereby declare and considerly have absolute right to deal with the property described in the Schedule hereunder written and the said sale component of the said project, as agreed herein and there has been no prohibitory order restraining them to do so.

XXVIII. The Owner firm and its partners hereby jointly and severally undertake that till the completion of the transaction contemplated herein, the constitution of the

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said partnership firm namely M/S. COMBINE CONSTRUCTION CREATORS, registered vide registration no. BA-44805 shall not be altered under any circumstances.

XXIX. The Owners hereby agree and undertake that henceforth they shall not create any right and/or interest of whatsoever nature in respect of sale component contemplated herein of the said project so as to jeopardize the rights and interest of the Developer as agreed under this Development Agreement

XXX. The Cwner hereby also declare that no other material facts affecting the title in respect of the said property including the slum or the said project as described in the Schedule hereunder written and/or the said sale component, which may jeopardize the interest of the Developer is hidden or kept hidden from the Developer.

The Owners hereby also declare that the property described in the Schedule hereunder written is not attached before judgment or any execution of any order or decree in any court and neither the Owners nor its partners have given any under taking to any authorities including Income Authority so as to not to deal with the property described in the Schedule hereunder written.

The Owners hereby agree and undertake at its own costs and expenses to settle and discharge all the claims of any third party, that may arise in respect of any third party rights that may have been created by the Owners and/or its partners and/or its erstwhile partners and the Owners hereby agree to indemnify and keep indemnified safe and harmless at all times hereafter the Developer it successors, assigns and nominees against all costs, tharges, expended and damages that may be suffered at occasions by the Developer their successors, assigns and nameces on account of any such claims made by the person claims.

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through or under the Owners and/or its erstwhile partners in respect of property described in the Schedule hereunder written or any part thereof and/or the sale component of the said project.

13. Taxes and Duties:

All taxes related to the said project prior to the execution of this agreement shall be borne by the Owners. The Developer shall be responsible to pay all the tax liability in respect of all the benefits that this development agreement shall derive unto

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the Developer <u>provided</u> however that all individual taxes, VATs or the like expenses shall be the individual responsibilities of the respective parties.

14. Application of MOFA, 1963:

It is clearly agreed and understood between the parties hereto that the entire salcable area shall be at the absolute disposal of Developer. The Developer shall be the Promoter' within the meaning of the Maharashtra Ownership of Flats Act, 1963 for the said freesale areas and shall have the unfettered right to sell or alienate the Freesale areas that the Developer shall construct on Sale Sub Plot-B. The Developer shall have the absolute right to receive and appropriate entire sale consideration from purchasers of freesale areas and shall have the right to enter into agreements for sale of the said areas. The Developer shall deal with the said aliences / purchasers on principal-to-principal basis and the Owners shall not be liable for non-performance on the part of the Developer. In any legal action that the Developer shall institute or defend in relation to the freesale areas, the Owner shall not be the necessary parties. The Developer shall have the right to issue no objection for mortgage of the freesale units by purchasers in favour of banking or financial institutions from whompurchasers shall avail of housing finance.

15. Title day stigations:

A public Notice to investigate the title in respect of the said provided by and to invite claims has already been published on 5th June, 2013, alongwith a Corrigendum on the next day, in Free Press Journal, Navshakti and Saamna newspapers, and the time period stipulated therein for inviting prairies if any was 15 days therefrom, and the said period he said expired 19th June, 2013 and no claims adverse the envision we been received by the Developer so far in respect of the said project including the slum provided.

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16. Indemnities:

The Developers hereby agree and undertake to indemnify and keep indemnified safe and harmless at all times hereafter the Owners its successors, assigns and nominees against all costs, charges, expenses and damages (excluding remote damages or damages for loss of profits) that may be suffered or occasioned by the Owners, their successors, assigns and nominees on account of any claims made by any person claiming through or

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under the Developer relating to the said project contemplated herein.

17. Enforcement of Contract:

The provisions of the Indian Contract Act, 1872 shall govern the present Development Agreement and any default committed by any parties hereto shall result in the remedy of Specific performance in favour of the other party.

18. Dispute Resolution:

All the disputes or differences relating to the interpretation of the terms of this Development Agreement and to any other question arising out of or relating to this Development Agreement in connection of carrying out the works, whether during the progress of the work or after the completion shall be referred to arbitration of a Sole Arbitrator to be mutually appointed and nominated by the Parties. This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification thereof. In the event of any dispute arise between the parties hereto, no action can be initiated by any of the party hereto for the enforcement of its any respective right under this Development Agreement without resorting to arbitration as stated hereinabove under this anse and the arbitrators shall pass their award within 30

19. Stand Duty & registration Fees:

m the date of such reference.

Stamp Duty and Registration Charges payable in respect 0 ? 3 of the subsequent documents to be executed in pursuance hereof shall be borne and paid by the parties cannot be subsequent.

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20. Misc. Expenses:

The parties hereto shall bear and partie professional charge of their respective advocates. The territs therein a have explained to the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties hereto and the large professional charge in the parties have been professional charge in the parties have be

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21. Permission to Club the Scheme:

The Owners hereby irrecoverably consent and given no objection to the Developer for clubbing the said project contemplated herein with other projects / properties for the purpose of better planning and development of the said project.

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

First Schedule Entire Property)

All that piece or parcel of freehold land bearing (1) Survey No. 24 Hissa No. 4 admeasuring 22 Cunthas, (2) Survey No. 113, Hissa No. 1 admeasuring 12-3/4 Gunthas& (3) Survey No. 23, Hissa No. 4 admeasuring 2 ¼ Gunthas, City Survey Nos. 528, 528/1 to 528/17, 529, 529/1 to 529/32 and 535 of Revenue Village Chakala, Taluka Andheri, Mumbai Suburban District, in the Registration District & Sub-District Mumbai City & Mumbai Suburban totally admeasuring about 3743.50 square meters together with the structures standing thereon assessed by the Municipal Corporation of Greater Mumbai under K-East Ward Nos. (i) K-2567 (2) 18 G, (ii) K-2567 (1A) 18 EE, (iii) K-2568(1) 18F and (iv) K-2568(2) 18FA bounded as under:

On East by

CTS no 521 and existing Khan

Shamshuddin Marg

अदर-१ 997.69 €9-२०१३



CTS no 524, 525/1A/2, 527

CTS no 525/1A/2

CTS no 525/1A/1

Second Schedule (Sale sub-plot-B)

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Total Free sale built-up areas i.e.

(i) the entire balance Free sale FSI / BUA i.e entire freesale FSI admeasuring 4725.03 sq.mtr. that shall be made available under the scheme vide the revised LOI applied to Slum Rehabilitation Authority less 2141.68sq.mts of free Sale FSI / BUA including balcony area which is already consumed in composite building no.1 and sold by erstwhile partners of the said Owners, thus amounting to BUA of 2583.35 sq.mtr. available for development which is to be constructed on sub-

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plot B' admeasuring 1426.67 sq.mtr. subject to increase therein due to area correction in land records.

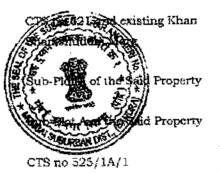
(ii) the entire rights to utilize the free sale component as mentioned in clause 2(i) hereinabove, wholly or partly, in-situ and sell in open market the balance free sale component as spill over TDR to the third parties.

(iii) entire right to avail and consume entire / part of fungible FSI associated with the entire free sale FSI granted in the scheme at there will any time in future.

All of which collectively called as Total Freesale Component' ALONGWITH the vacant physical possession and lawful transfer of land rights in respect of well-demarcated and fenced-in 'Sale Sub Plot-B' in red colored boundary line on the pian hereto annexed (subject to upward revision in the said area to 1862.00 sq.mtr.) carved out of larger property described in the First Schedule hereinabove and bounded by



South by:

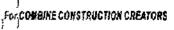


SIGNED AND DELIVERED by the withinnamed "OWNERS" M/S. COMBINE CONSTRUCTION CREATORS, through the hands of its Partners

(i) Mr. Mohammed Ahmed Mohammed Hussain &

(ii) Mr. Rameez Mohammed Ahmed in the presence of





FOI COMBINE CONSTRUCTION CREATORS

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