



उत्तर प्रदेश UTTAR PRADESH

AY 368488

CONSORTIUM AGREEMENT

PAID STAMP DUTY

This Consortium Agreement (hereinafter referred to as the "Agreement") is made and executed at Ghaziabad on 15th day of November in the year 2017

BY AND BETWEEN:

- Blupendra kumar S/O Ved Prakash, R/O R-14/21 Raj Nagar, District: Ghaziabad, U.P.
- Raj Muni S/O Ved Prakash R/O KJ-57, Kavi Nagar, District: Ghaziabad, U.P.
- Rajendra Kumar S/O Ved Prakash, R/O RDC 123 Raj Nagar District Ghaziabad, U.P.



दौलतराम रतन सिंह एज्यूकेशनल चैरिटेबल ट्रस्ट

अध्यक्ष

सचिव

कोषाध्यक्ष

For Ansal Properties & Infrastructure Ltd.
Page 1 of 27
Authorised Signatory

11/28/2017

प्राप्त: 11/28/2017 11:55:17 AM

क्रम संख्या.....18.....स्टाम्प विक्रय की तिथि 10.11.17

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प क्रय करने वाले का नाम.....

पता.....

स्टाम्प की धनराशि.....रु0

अभिषेक एंड सॉल्यूशन्स प्रि-
115 आर्जे 8 नं 16 क्लर 2017 सी नं 5
ई दिल्ली



नरेन्द्र कुमार गर्ग स्टाम्प विक्रेता
ला0 नं0 30, लाईसेन्स की अधि-31-3-2018
विक्रय स्थान - सी-11, डी0डी प्लाजा, शॉप नं0 5
आर0डी0सी0, राजनगर, गाजियाबाद

भागीदारी विवेक

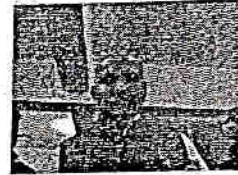
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पंजीकरण शुल्क - 100	प्रतिनिधिकरण शुल्क - 180	योग : 280

श्री भूपेन्द्र कुमार भूपेन्द्र कुमार

पुत्र श्री वेद प्रकाश

व्यवसाय : व्यापार

निवासी : आर-14/21 राजनगर गाजियाबाद



ने यह लेखपत्र इस कार्यालय में दिनांक 28/11/2017 एवं 03:45:17 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

कमल कान्त गौतम, प्रभारी
उप निबंधक : सदर प्रथम
गाजियाबाद



(d) Daulat Ram and Sons Infrastructure Pvt. Ltd., a Private Limited Company (PAN No. – AAGCD2573A) incorporated under the Companies Act 2013 and Companies Rules 2014 in India, having its registered Office at H.No.-122, RDC, Raj Nagar, Ghaziabad, U.P. through its Authorised Signatory Mr. Deepanshu Tyagi s/o Shri Rajendra Kumar Tyagi r/o 122, RDC, Raj Nagar, Ghaziabad.U.P. duly authorized vide board resolution dated 15th July 2017.

(e) Daulat Ram Ratan Singh Educational Charitable Trust, RDC, 122 Raj Nagar, Ghaziabad, U.P. through its chairman Shri Rajendra Kumar Tyagi r/o RDC 123, Raj Nagar, Ghaziabad duly authorized vide Letter No. 4/DIRECT/2017 dated 26th Oct. 2017.

Hereinafter collectively referred to as "the Owners/First Party", (which expression shall unless, repugnant to the context or meaning thereof, include respective heirs, legal representatives, executors and



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

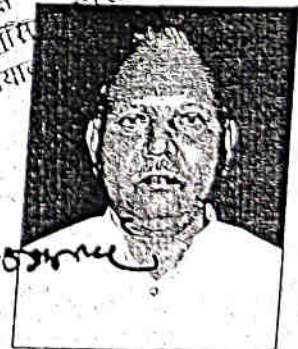
अध्यक्ष

सचिव

कोषाध्यक्ष

For Ansal Properties & Infrastructure Ltd.
Authorised Signatory

राजकुमार शर्मा (एडवोकेट)
अध्यक्ष
तहसील बाल एसोसिएट
गाजियाबाद



निष्पादन लेखपत्र बाद मुक्तने व समझने मजमुन व पात्र धनराशि रु प्रत्येकानुसार उक्त

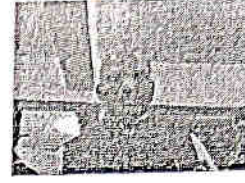
भागीदार:1 श्री भूपेन्द्र कुमार

श्री भूपेन्द्र कुमार

पुत्र श्री वेद प्रकाश

व्यवसाय : व्यापार

निवासी : आर-14/21 राजनगर गाजियाबाद



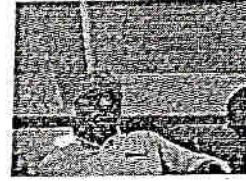
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श्री राज मुनि

पुत्र श्री वेद प्रकाश

व्यवसाय व्यापार

निवासी : के जे 57 कविनगर गाजियाबाद



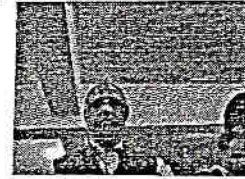
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श्री राजेन्द्र कुमार

पुत्र श्री वेद प्रकाश

व्यवसाय नौकरी

निवासी : आर डी सी 123 राजनगर गाजियाबाद



भागीदार:3

श्री दौलतराम एंड सन्स इम्पेस्ट्रिज्वर प्रा० लि०

श्री दीपांशु त्यागी(अधिकृत पदाधिकारी/ प्रतिनिधि)

पुत्र श्री राजेंद्र कुमार त्यागी

व्यवसाय : व्यापार

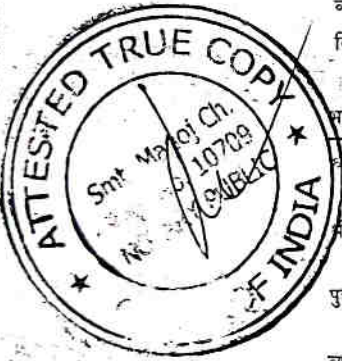
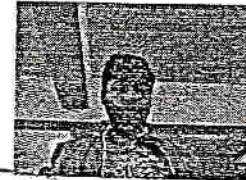
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भागीदार:4

श्री दौलतराम रतन सिंह एजुकेशनल चैरिटेबल ट्रस्ट

श्री राजेन्द्र कुमार त्यागी (अधिकृत पदाधिकारी/ प्रतिनिधि)

द्वारा



श्री दौलतराम रतन सिंह एजुकेशनल चैरिटेबल ट्रस्ट

assigns of every individual owner as well as every trustee, assignee, nominee and/or successor-in interest of the trust/ Company, unless the subject and context requires otherwise) of the **FIRST PART**;

AND

M/s. Ansal Properties & infrastructure Ltd., a company registered under the Companies Act, 1956 having its registered office at 115 Ansal Bhawan, 16 Kasturba Gandhi Marg New Delhi 110001 and hereinafter referred to as the "**Developer/Second Party**" (which expression shall include its assignee, successors-in-interest and includes M/s Ansal Properties and Infrastructure Ltd (consortium) unless the subject and context requires otherwise), acting through its authorized signatories Mr. Aman Arora and Mr. Mudit Goyal, duly authorized vide board resolution dated 27th July 2017 on this behalf of the **SECOND PART**:

AND

रामेश्वर

राजश्री

RLS



Arora

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

रिश्ता

अध्यक्ष

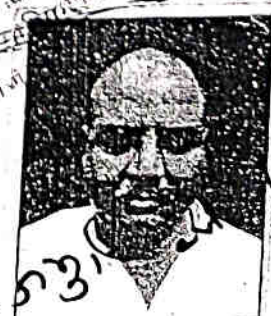
सचिव

कोषा

For Ansal Properties & Infrastructure Ltd
Authorized Signatory



रामेश्वर शर्मा (एडमोकेट)



21/03/2018

श्री सतेन्द्र कुमार त्यागी (अधिकृत पदाधिकारी/ प्रतिनिधि)

पुत्र श्री वैर प्रकाश

81



व्यवसाय : व्यापार

निवासी : आर डी सी १२२ राजनगर गाजियाबाद

भागीदार: 5

श्री अंसल प्रॉपर्टीज एंड इंफ्रास्ट्रक्चर लिमिटेड

द्वारा



श्री अमन अरोरा (अधिकृत पदाधिकारी/ प्रतिनिधि)

पुत्र श्री हरीश कुमार

व्यवसाय : व्यापार

निवासी : ११५ अंसल भवन १६ कस्तूरबा गाँधी मार्ग नई दिल्ली

भागीदार: 6

श्री अंसल प्रॉपर्टीज एंड इंफ्रास्ट्रक्चर लिमिटेड

द्वारा



श्री मुदित गोयल (अधिकृत पदाधिकारी/ प्रतिनिधि)

पुत्र श्री स्व० अजय कुमार

व्यवसाय : व्यापार

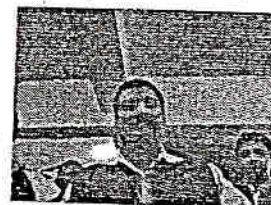
निवासी : ११५ अंसल भवन १६ कस्तूरबा गाँधी मार्ग नई दिल्ली

ने विष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री सुहल त्यागी

पुत्र श्री श्रुपेन्द्र त्यागी



व्यवसाय : अन्य

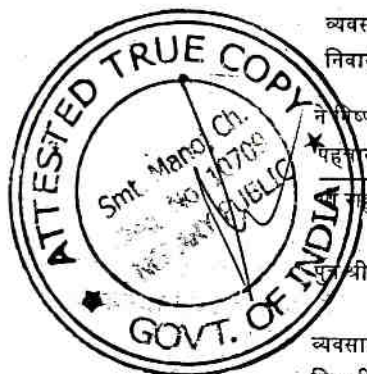
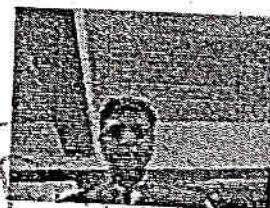
निवासी : आर १४/२ राजनगर गाजियाबाद

पहचानकर्ता : 2

श्री अवनीश कुमार

पुत्र श्री राज मुनि

व्यवसाय : अन्य



श्री अवनीश कुमार

पुत्र श्री राज मुनि

M/s Daulat Ram and Sons Infrastructure Pvt. Ltd., a Private Limited Company (PAN No. - AAGCD2573A) incorporated under the Companies Act 2013 and Companies Rules 2014 in India, having its registered Office at H.No.-122, RDC, Raj Nagar, Ghaziabad, U.P. through its authorised signatory Mr. Deepanshu Tyagi s/o Shri Rajendra Kumar Tyagi r/o 122, RDC, Raj Nagar, Ghaziabad.U.P. duly authorized vide board resolution dated 15th July 2017.

(hereinafter referred to as the "Lead Member", which expression shall, unless represent to the context thereof be deemed to mean and include its successors-in-interest, and permitted assignee or nominee) being the party of the **THIRD PART**.

(The First Party, the Second Party Shall and Lead Member shall hereinafter be collectively referred to as the "Parties" and individually as a "Party")



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RG

श्री ३३३३३३३३

RG

For Ansa Properties & Infrastructure Ltd
Authorised Signatory

सज्जु कुमार शर्मा (एडवोकेट)
अध्यक्ष
तहसील मार एमोसिपुल्लान (रजि.)
गाजियाबाद



WHEREAS the Second Party is a limited Company and a real estate developer, who is developing an integrated township project in the name and style of "Sushant Aquapolis" at village Doondahera, Pargana Loni, Tehsil and District: Ghaziabad, Uttar Pradesh (hereinafter referred to as "Said Project"). The Ghaziabad Development Authority (hereinafter referred to as "GDA") initially granted a license No. 4/6 ("Project License") to the Developers for development of Said Project over the land admeasuring approx. 152 Acres, however the validity of the period of the Project License has been extended and hence it is still operating. Furthermore, the requirements of the Project License such as approval of DPR, approval of layouts and execution of Development Agreements have been fulfilled by the Developer (from time to time).

AND WHEREAS the First Party is the owner of land in Khasra No. 973 (0.0125 Hectare), Khasra No. 974 (0.5190 Hectare), Khasra No. 975 (0.3289 Hectare), Khasra No. 976 (0.2850 Hectare), Khasra No. 977 (0.3920 Hectare), Khasra No. 984 (0.4432 Hectare) and Khasra No. 996



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

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राजकुमार शर्मा

For Ansal Properties & Infrastructure
Authorised Signatory

राजकुमार शर्मा (एडवोकेट)
तहसील - बारा-बंसी



(0.1080 Hectare) with the total land ownership admeasuring 2.0886 Hectares or 20886 sq.mtrs (5.161 acres) at the revenue Village of Doondahera, Pargana Loni, Tehsil and District: Ghaziabad (hereinafter referred to as "Said Property"); the Said Property has been demarcated in color in the plan annexed hereto and detail and description of the same has been provided in 'Annexure 1' attached herein.

AND WHEREAS the Said Property of the First party is a plot with irregular shape and has been recorded as part of License area and sanctioned plan of integrated township project of the Second party. It pertinent to mention that the Said Property has been shown for public/semi public purposes in the Project License area.

AND WHEREAS the First Party herein are interested in getting regular/rectangle shape of the Said Property as well as developing the Said Property, by constructing flats and structures to be used for residential and/or commercial, public, semi public and EWS/LIG purpose over the Said Property under the Developer's integrated township policy.



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

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For Ansal Properties & Infrastructure Ltd
Authorised Signatory

अजकुमार शर्मा (एडवोकेट)
रजि.

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

AND WHEREAS the First Party herein had approached the Second Party for above purposes and the Parties had mutually signed a Memorandum of Understanding cum Term Sheet dated ___ November 2017(hereinafter referred to as "MoU") in respect of the development of the Said Property.

AND WHEREAS the Owners have assured the Developer that the First Party is the absolute owner of the Said Property and no other person or entity except the Owners has/have any interest whatsoever in the Said Property which forms a part of the Ghaziabad Master Plan -2021.

AND WHEREAS in pursuance of the Government Order No. 2711/Eight-1-05-34/ Vividh/2003 Dated 21.05.2005, 2873/eight-1-05-34 Vividh/2003/TC-1 Dated 29.12.2005 and 2236 eight-1-06-45/vividh 2006 dated 28.04.2006 and subsequent clarifications applicable, on "Land Assembly and Infrastructure Development for Housing Schemes through Private Investment in urban areas in Uttar Pradesh (Integrated Township Policy 2006)", the status of the Second Party for the Purpose of Land Assembly, Infrastructure Development and Construction Works for

रजकृष्ण

राजकुमार शर्मा

दौलतराम रतन सिंह एज्यूकेशनल चैरिटेबल ट्रस्ट

For Ansal Properties & Infrastructure Ltd
Authorized Signatory



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राजकुमार शर्मा (एडवोकेट)
अध्यक्ष

तहसील वार एंजलियेशन (रजि.)
गाजियाबाद



राजकुमार शर्मा (एडवोकेट)
अध्यक्ष
तहसील वार एंजलियेशन (रजि.)
गाजियाबाद



Housing Schemes Within Ghaziabad Planning Area is that of a Private Developer of Category 'A' with GDA granted vide its Certificate dated 29.05.2006. The same is still operative as the Second Party had fulfilled the terms and its obligations under the said Policy and License. Second Party has made substantial investments in the Said Project by way of development of infrastructure services like road, sewer connections, STP, street lighting, drainage and also by way of development of residential plots, group housing, PSP, EWS/LIG facilities.

AND WHEREAS the objective of this Agreement is to enable the Lead Member to represent and deal with any third party in any terms it may deem fit for developing the Said Property only.

AND WHEREAS in consideration of the mutual covenants, terms and conditions and understandings agreed in the MoU and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows to the terms of the development of the Said Property, which shall form part of this Agreement:

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS :-

1. DEFINITION AND INTERPRETATION

1.1 Definitions: In this agreement unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meaning assigned herein when used in this agreement. When not



मेन-कमल

21.05.2011

RICKS



दौलतराम रतन सिंह एज्यूकेशनल चैरीटेबल ट्रस्ट

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अध्यक्ष

For Ansal Properties & Infrastructure Ltd.
Authorized Signatory

capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this Consortium Agreement and includes all recitals, annexures, or exhibits that may be annexed to this agreement now or at a later date and any amendments made to this agreement by all the parties in writing, in accordance with the terms hereof;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, Information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a party is obligated to treat as confidential;

"Effective Date" means the date of execution of this agreement hereinabove;



"Encumbrances" means any pledge, negatively, positively non-disposed undertaking, charge, mortgage, priority hypothecation encumbrance, assignment attachment, claim, restriction, outstanding land revenue or other taxes, us pen dens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement

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दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

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अध्यक्ष

सचिव

कोषाध्यक्ष

For Ansal Properties & Infrastructure Ltd.
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Authorised Signatory

having the effect of conferring security upon or with respect to the project land.

“Project” has the meaning ascribed to the term under Recital A above;

“Project Land” has the meaning ascribed to the term under Recital A above;

In this Agreement unless the context requires otherwise;

Reference to the singular includes a reference to the plural and vice versa

Reference to any gender includes a reference to all other genders;

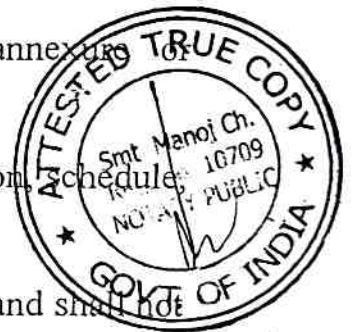
Reference to an individual shall includes his legal representative, successor, legal heirs, executor and administrator;

Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and

Reference to any article, clause, section, schedule, annexure or appendixes, if any,

Shall deemed to be a reference to an article a clause, a section, schedule, annexure or appendix of or to this Agreement;

- 1.2 Heading in this agreement are inserted for convenience only and shall not be used in its interpretation;
- 1.3 When any number of days is prescribed in any document same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business day, in which case the last day shall



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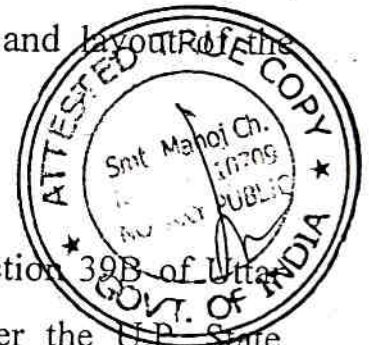
For Ansa Project Infrastructure Ltd
Authorised Signatory

be the next succeeding day which is a business day;

- 1.4 The use of word "including followed by a specific example/s in this agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.6 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. OBJECTIVE

- a) THAT the Owners are ready and willing to develop the group housing project or other usage like residential plots, commercial, PSP, EWS/LIG, etc. on Said Property which is the part of the DPR and layout of the Developer.
- b) THAT the Developer has obtained a license under Section 39B of Uttar Pradesh Urban Planning and Development Act under the U.P. State Integrated Township Policy 2006, and the Developer agrees and is ready to provide a No Objection Certificate (NOC) to the owner for the development of a group housing project on the Said Property as per the



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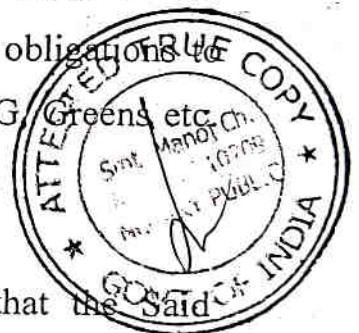
कर्मचारी

For [Signature] [Signature]

guide lines, government order and building bye laws which are made applicable from time to time by the competent authority/authorities to such development and applicable to this township under the Project License conditions.

- c) THAT it is understood between the Parties that the zoning plan, layout plan and detailed building plans of the Said Property shall be prepared in consonance with the requirements of mandatory greens, roads, EWS/LIG, Public and Semi Public etc. within its Said Property without any liability, impact and obligations to the rest of the township area in Said Project. The zoning layout is enclosed as per Annexure 2. In case of modifications/amendments in the enclosed layout, due to which any requirement of greens, roads, EWS/LIG, PSP is enhanced, then the same shall be adjusted by the Owners in their own area without affecting/impacting the rest of Said Project township area of the Developer. It is reiterated that the Developer is under no obligations to accommodate the enhanced requirements of PSP, EWS/LIG, Greens etc. in its Said Project.

- d) THAT the Parties agree that notwithstanding the fact that the Said Property shall be developed by the First Party or the third party, the Lead Member may collaborate in the development of the same. Further the Parties also agree to accept all the terms and conditions as may be decided/negotiated and finalized by the Lead Member with regard to the development of the Said Property without any impact on the rest of the



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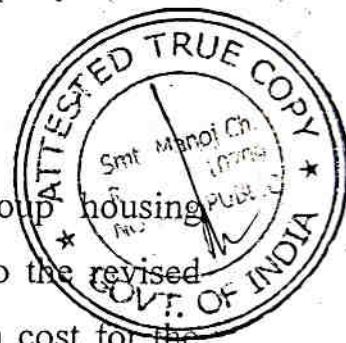
R4
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For Ansal Properties & Infrastructure Ltd.
Mayhong
Authorised Signatory

Licensed area of the township of the second party, provided no land of the Owners is transferred to the Developer.

e) THAT it is hereby agreed and accepted by the Parties that the Developer, on basis of this Agreement, will apply for a revised development plan/layout plan for inclusion of the Said Property for residential and/or commercial purposes and thereafter will get it sanctioned from GDA at the costs of First Party. It is duly agreed and confirmed by the First Party that fees and other charges payable to the Authority /GDA etc by the Developer for obtaining the revised layout plan approval shall be paid by the First Party/Owners directly alongwith the before submission of aforementioned revised plan to GDA and that the second party can not claim any cost or fees already paid to Authority/GDA.

f) THAT the Owners have agreed that it will submit group housing layout/building plans on the said property in accordance to the revised layout plan and will get it sanctioned from GDA at its own cost for the Said Property of the First party in its own name. It is further agreed between the Parties that with regard to the Said Property and its development, the Developer shall provide required "No Objection Certificate" to the Owners and will also render necessary help to the Owner for obtaining the sanction of the building plans from GDA. It is also clarified that after the approval of the layout plans of the Said Property, all the detailed plans, sanctions, completions, NOCs (before and



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कोषाध्यक्ष

For Ansal Properties & Infrastructure Ltd.
Authorised Signatory



after the MoU/Agreement and renewals post completion as well) for the Said Property shall be obtained by the Owners in its own name or nominated lead member of the Owners and Second Party shall be under no obligation to apply and obtain the sanctions, approvals, completions, NOC in its own name. The Second Party will cooperate and make available any reasonable documentary requirements for the said purpose

g) THAT notwithstanding any other right or remedy available under this Agreement to the Second Party, the First Party, hereby agrees to keep the Second Party indemnified from any claims, penalties, demands of financial or any nature which may be raised onto the Second party by any statutory authorities or government department or individual or any other legal entity as a result of any breach of applicable laws, non compliances, wrong representations by the First Party in respect of the Said Property.

h) THAT the First Party agrees to keep the Second Party indemnified from any claims, penalties, demands, issues of any nature which may be raised onto the Second party due to any third party rights created by the First party or their nominees, vendors, contractors, allottees and/or actions of nominees, guests, vendors, contractors, customers, residents of the First Party. As the ownership of the Said Property shall remain with the First party at all the times, hence all the compliances, liabilities, penalties under the RERA Act or any other Acts shall have to be fulfilled by the

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For Ansal Properties & Infrastructure Ltd

Authorised Signatory

First party and the Second Party shall be totally absolved of any applicability of RERA or any other Act.

- i) THAT it is duly agreed and confirmed by the Parties that Owner will be entitled to get the connectivity of road, sewer, water, electricity services from the Developer (till the periphery of the Said Property) at a single point and the Owners shall bear the costs of laying of such trunk services sewer, water, electricity to be provided by the Developer or his nominated agency. It is reiterated that the above-mentioned cost that will be incurred by the Developer, includes the cost of laying of such services till the single point at the periphery of the subject property. It is understood and confirmed by the First Party that the Second Party shall bear the cost of such services up to a maximum group housing FSI of 2.50 of the group housing and maximum density of 615 units. Further, any enhancement in services, equipments or any additions due to statutory obligations shall also be payable by the Owners.

- j) THAT it is duly agreed and confirmed by the Parties that internal services like road, sewer, electricity, water and other such services within the Said Property shall be the sole responsibility of the Owners. Further, the connectivity of internal services with the external services at the single point of the periphery of the Said Property shall be the sole responsibility of the Owners. Also any charges like connection charges, load charges, meter charges for the Said Property shall be the sole responsibility of the Owners/First Party. Subsequent to the laying of the services by the



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For and on behalf of the Trustee
Maya Das
Trustee

Developer or its nominated agency any operational expenses, maintenance expenses, renewal expenses shall be responsibility of the Owners/First party. The Second Party will cooperate and make available any documentary requirements for the said purpose. Similarly The Second Party will cooperate and make available any documentary requirements for construction of the approach of said property from the master plan road over the main drain by the owners/Lead members.

k) THAT the Owners have duly agreed and confirmed that the liability for all required internal development works within the Said Property including the greens, roads, public/semi Public and Social Responsibility as mandated by the relevant law including proportionate EWS/LIG units as per the requirement of the sanctioning authority, shall be that of First Party.

l) THAT all the approvals, sanctions and No Objection Certificates like fire pollution, air, water and other clearances including NOCs, Licenses as may be applicable for the construction and development at the Said Property including completion/occupation certificate from various authorities, government departments and GDA will be obtained by the First Party at its own costs and expenses. It is clarified that the Second Party will not be liable to make any payments towards the aforementioned approvals, sanctions, and No Objections Certificates, however it shall only help/facilitate First Party in procuring the



Signature

21/3/2021

Signature



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completion and other NOC's. Any NOCs like zoning usage etc. for the said project shall be provided by the Second Party.

m) THAT it is further agreed, declared and confirmed by the Parties hereto that this Agreement is irrevocable and thereby either Party shall be entitled to enforce specific performance by the other, in case, there is any breach of any of the terms and conditions or this Agreement.

n) THAT it is understood without any doubt or ambiguity that the terms and conditions between the parties agreed or executed through any documents like MOU etc. is part and parcel of this Agreement. In case this Agreement is terminated, revoked or suspended, then the other arrangement/agreements executed (or to be executed) shall also be co-terminus and stand terminated, revoked or suspended and similarly in case the other arrangement/agreements executed (or to be executed) is terminated, revoked, suspended, then this Agreement being co-terminus and shall stand terminated, revoked, suspended. In case of such disputes, all the NOCs, approval issued by the Developer to the Owners or obtained on behalf of owners will be revoked and terminated without any claims. It is reiterated that the validity of the other arrangement/agreements executed, to be executed and this Agreement shall be co-terminus and this Consortium agreement shall be read in consonance with other agreements, MOUs.



3. DURATION

This Agreement stands duly constituted and operative from Effective



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For Ansal Properties & Infrastructure Ltd.
R/L
Authorised Signatory

Date and shall continue to be enforcing without any hindrance for the entire period till complete discharge of all obligations undertaken by the Lead Member under this Agreement. This Agreement shall be co-terminus with any other agreements/MOU which may have been or to be executed between the Parties of this Agreement. It is reiterated that the this Agreement shall remain void, cancelled and terminated without any rights and obligations to each other in case there is any breach of terms of this Agreement and/or the breach of other MoU/agreements executed between the Parties.

4. CONSORTIUM OPERATIONS:

The Consortium herein refers to the association of companies affiliated to the First Party/Lead Member as mentioned in this agreement.

4.1 LEAD MEMBER OF THE CONSORTIUM

Subject to the terms and condition of this Agreement, on an from the Effective Date and in consideration of mutual covenants and obligations, the Parties hereby appoint M/s. Daulatram and Sons Infrastructure Pvt. Ltd as the Lead Member of the Consortium for the Said Property only.

4.2 LICENSES AND APPROVALS :

Undertakings by Each Member of the Consortium
Each Member undertakes.

- To make all necessary endeavors to perform and fulfill, promptly, actively and on time all of its obligations under this Agreement;
- To notify each of the Parties promptly of any significant delay in



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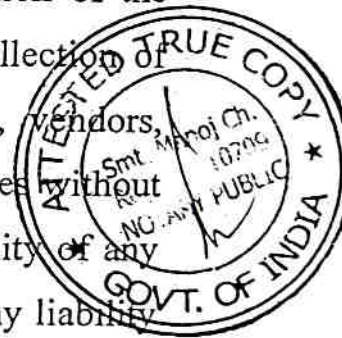
For Ansal Properties & Infrastructure Ltd
Authorised Signatory

performance;

- To accept the terms and conditions as may be agree upon by the Lead Member for development of Said Property.

4.3 SALES, MARKETING, COLLECTION, MAINTENANCE ETC.

- That the land owned by the Daulat Ram Ratan Singh Educational Charitable Trust shall only be used for the Purpose as mentioned in the charter of trust deed and the First Party has the sole right to deal in this land at its own discretion as permissible as per building bye-laws.
- That the land owners/ First Party shall have the sole right to deal in the said property at its own discretion as permissible under the building bye-laws including all the developments including Residential, Commercial, PSP, EWS/LIG etc as mentioned in Zoning plan as Annexure 2. The First Part/Lead Member shall have the sole right to construct, market, advertise, collect the money from the perspective buyers through sell or lease, execution of documents for the said properties to the allottees, execution of registration of the developments/units on the said property, maintenance, collection of maintenance charges, appointment of any such agency, vendors, contractors, suppliers as required for the above said purposes without affecting the rest of the said project and without any liability of any nature –civil, criminal and others, whatsoever, including any liability under RERA, FEMA and Benami Act and other Acts to the Second Party or its project, companies, directors, employees, staff etc.. First



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For As a Proprietor of Infrastructure Ltd.
Authorized Signatory

5. REPRESENTATIONS AND WARRANTIES

(a) It has the power and capacity to execute and deliver this Agreement and entering into the transactions contemplated herein;

(b) This Agreement has been duly executed by it any upon execution and delivery, will be a legal, valid and binding obligation of the such Party enforceable in accordance with its terms;

(c) The execution and delivery of this Agreement by it and the promises, agreements or undertakings of such Party contained in under this Agreement do not violate any law, rule, regulation of order applicable to them or violate or contravene the provisions of or constitute a default under any documents, contracts, agreement or any other instruments to which the such Party is a party or which are applicable to such Party.

6. NOTICE

Unless otherwise stated, all notices and instructions to be sent to either of the Parties as expressly stated herein shall be given in writing and to be sent by personal delivery or by speed / registered post at the addresses of parties mentioned first herein before or through email at the following mentioned addresses -

First	Mr.
-------	-----



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Page 20 of 27

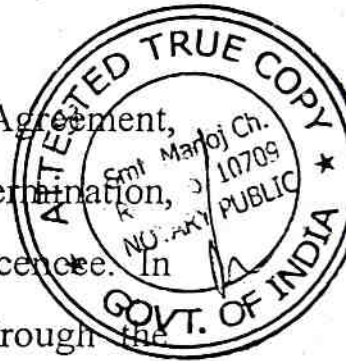
Party:	 on the address of the First Party
Second Party:	Ansal Properties and Infrastructure Ltd. 115 Ansal Bhawan, 16 Kasturba Gandhi Marg New Delhi 110001
Third Party:	on the address of the Third Party

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at New Delhi shall have jurisdiction to decide all matters arising out of this Agreement and/or directly/impliedly concerning this Agreement.

9. DISPUTE RESOLUTION

9.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be first referred to the conciliation of the Second Party/Licence. In the event the Parties are unable to resolve the matter through the conciliation of the Second Party, the disputes arising out of or in connection with the Agreement, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (As Amended). Such dispute shall be referred to a Single Arbitrator



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राजेश्वर

RH



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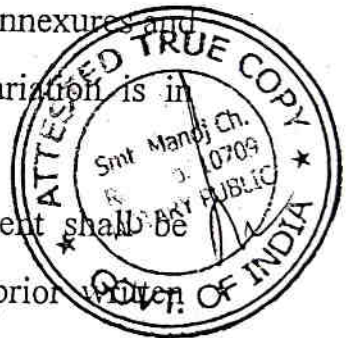
For Ansal Properties & Infrastructure
Authorised Signatory

appointed mutually. The language of the arbitration shall be English. The venue of arbitration shall be New Delhi or as may be mutually decided and language of arbitration shall be English.

- 9.2 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

10. MISCELLANEOUS

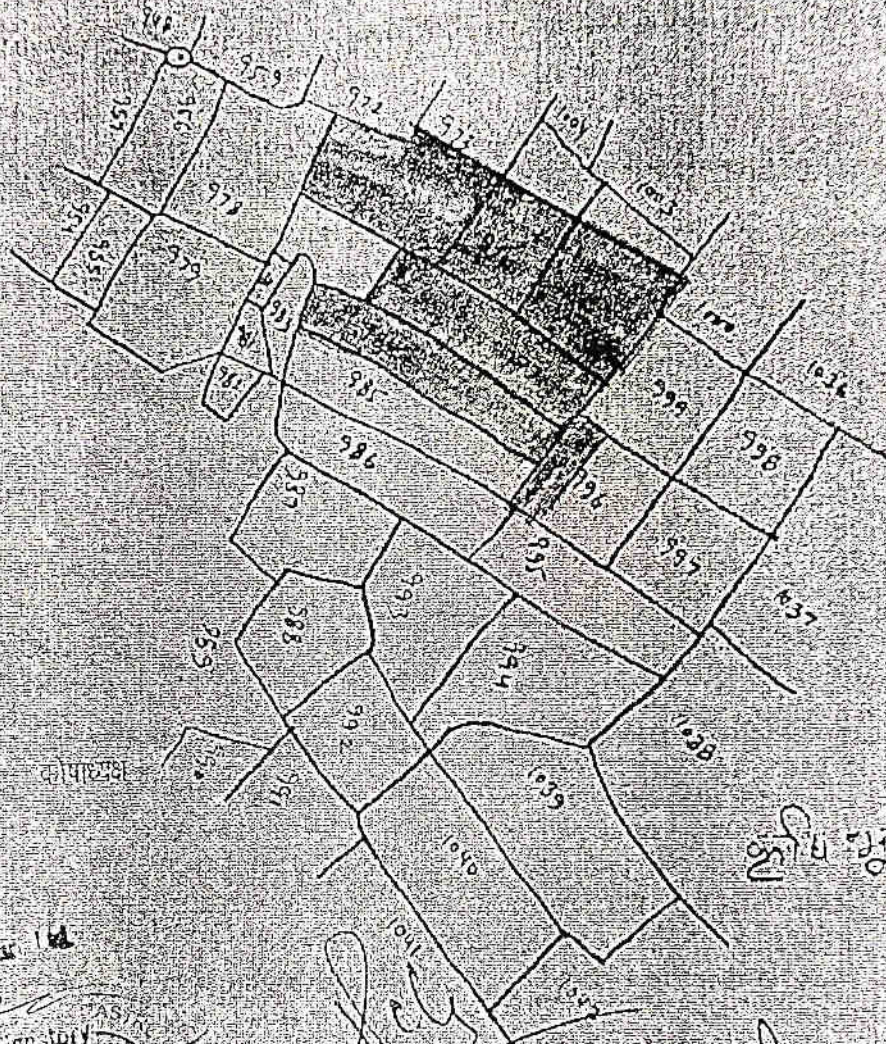
- 10.1 COUNTERPARTS : This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same documents, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- 10.2 VARIATION : No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 10.3 ASSIGNMENT : No rights or liabilities under this Agreement shall be assigned by any Party to any third parties without the prior written consent of the Parties.
- 10.4 WAIVER : The failure of either Party to enforce performance of any of the terms, covenants or conditions of this Agreement shall not be construed



दौलतराम रतन सिंह एजुकेशनल चैरिटेबल ट्रस्ट
अध्यक्ष

For Ansal Properties & Infrastructure
Authorised Signatory

26006-27



पूनीष भूमि लोचन

For Ansal Properties & Infrastructure Ltd.

सचिव

होमल राम रतन सिंह
अधिवक्ता दैहिक जिल्ला ट्रस्ट

MANOJ

Architects

Int. Post

ARCH

CHINESE

RH

UNION OF INDIA Driving Licence (UP) (NT)

UP14 20110047971



जारी करने की तिथि /
Date of Issue
21/11/2011

वैधता / Validity
(N) - 20/11/2021

जन्म तिथि /
Date of Birth
28/06/1952

Blood Group
UNKNOWN



नाम / Name

BHUPENDRA

पिता/पति का नाम / Son/Daughter/Wife of

VED P TYAGI

रुद्र कुमार



UP14 20110047971

UP04586565RS



LMV
21/11/2011



MCWG
21/11/2011



(UP)

Form 7 Rule 16(2)

पता / Address
14/21 RAJ NAGAR
GZB
UP

Holder's Signature

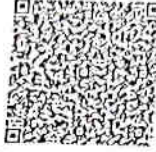
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GHAZIABAD

रुद्र कुमार



भारत सरकार
Government of India

राज मुनि त्यागी
Raj Muni Tyagi
जन्म तिथि / DOB : 12/02/1956
पुरुष / Male



2478 8828 4311

आधार - आम आदमी का अधिकार

राज मुनि त्यागी



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
आत्मज: वेद प्रकाश त्यागी, केजे -
46, कवि नगर, गाजियाबाद,
गाजियाबाद, उत्तर प्रदेश, 201001

Address:
S/O: Ved Prakash Tyagi, KJ - 46,
Kavi Nagar, Ghaziabad,
Ghaziabad, Uttar Pradesh,
201001

2478 8828 4311

1947
1800 300 1947

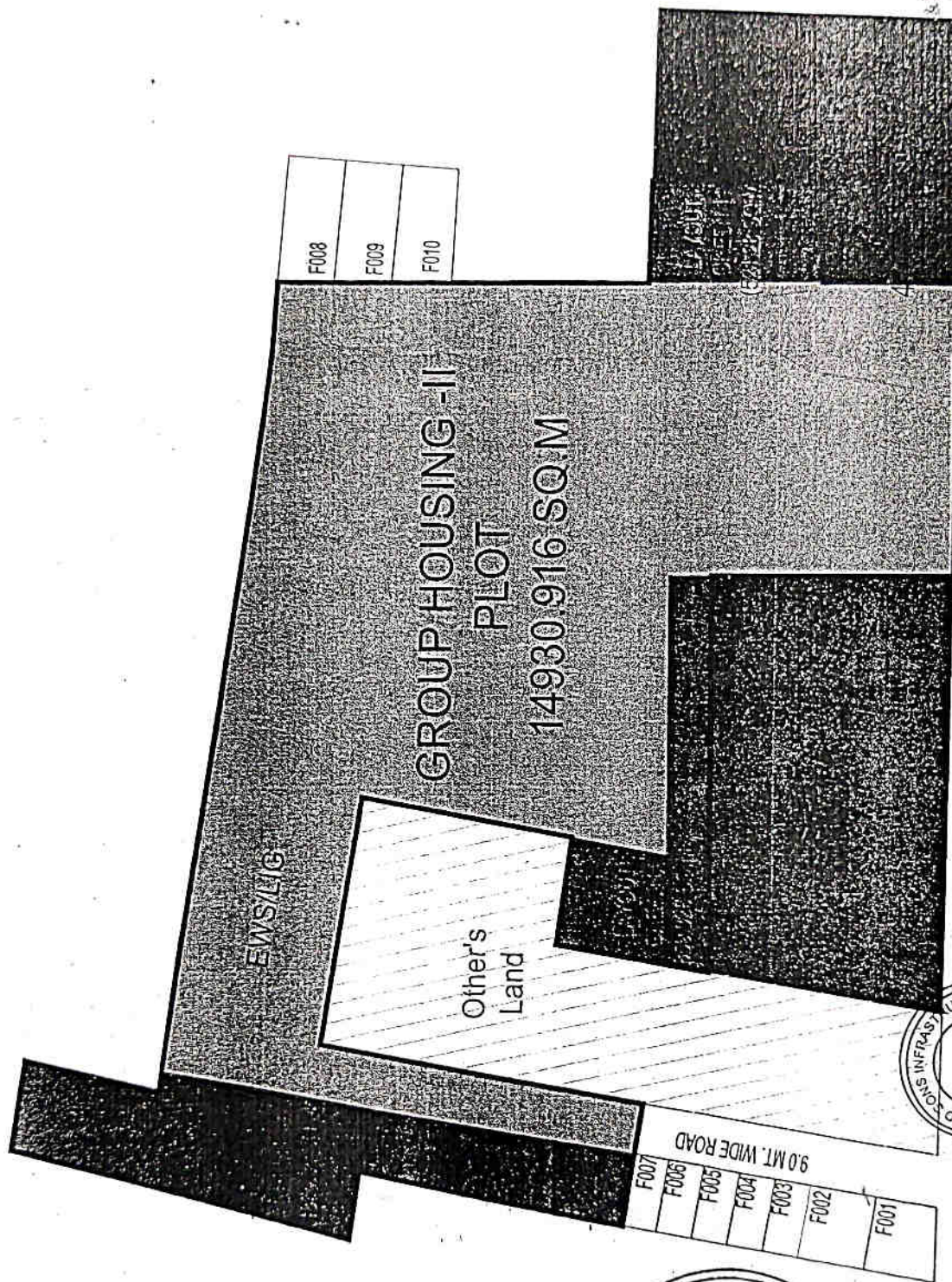
help@uidai.gov.in

www
www.uidai.gov.in



राज मुनि त्यागी

Annexure 2



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

R. S.

अध्यक्ष सचिव कोषाध्यक्ष

21/2

3/3/14



भारत सरकार
GOVERNMENT OF INDIA

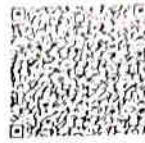


राजेंद्र कुमार त्यागी

Rajendra Kumar Tyagi

जन्म तिथि / DOB: 24/07/1958

पुरुष / MALE



4527 4516 9943

मेरा आधार, मेरी पहचान

RPZ



आधार
पता:

S/O वेद प्रकाश त्यागी, आर डी सी -
६२३, राजनगर, गाज़ियाबाद,
गाज़ियाबाद,
उत्तर प्रदेश - 201002

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O Ved Prakesh Tyagi, R D
C- 123, RAJNAGAR,
ghaziabad, Ghaziabad, Uttar
Pradesh - 201002

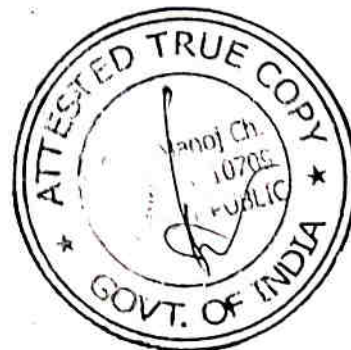


1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



भारत सरकार
GOVERNMENT OF INDIA

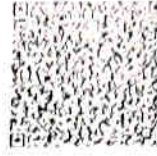


दीपान्तु त्यागी

Deepanshu Tyagi

जन्म तिथि / DOB: 23/07/1991

पुरुष / MALE



8894 1481 1647

मेरा आधार, मेरी पहचान

Deepanshu Tyagi



आधार
पता:

आत्मज: राजेंद्र त्यागी, आरडीसी-
123, राज नगर, गाज़ियाबाद,
गाज़ियाबाद,
उत्तर प्रदेश - 201002

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA™

Address:

S/O: Rajendra Tyagi, RDC-
123, raj nagar, Ghaziabad,
Ghaziabad, Uttar Pradesh -
201002



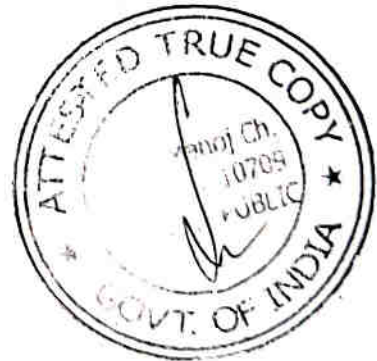
1647
1800 300 1647

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1047,
Bengaluru-560 001

Deepanshu Tyagi



DRIVING LICENCE FORM 15(2)

No. 121095 Date: 17/10/2008

Name: AMAN ARORA

S/D/W of SH HARISH KUMAR

Date of Birth: 02/10/1988 Blood Group: -

Valid Upto: 15/10/2028

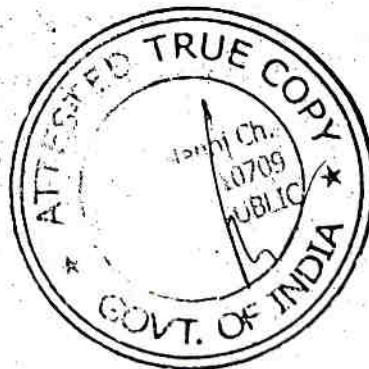
Address: 1177/5 CLOTH MARKET
RTR HARYANA

Is licensed to drive throughout India vehicles of the following description:
MOTORCYCLE WITH GEAR & LMV ONLY

Signature of Holder: *[Signature]*

Endorsements:  3  **ROHTAK**

may 10/19
2



CENTRAL MOTOR VEHICLE RULES
Form No. 3 (2000 Rule 16 (1))
FORM OF DRIVING LICENCE

Driving Licence No. 202008705

Date of Issue 09/04/2012



85692
07/04/12

सड़क सुरक्षा जीवन रक्षा ।
हेलमेट पहनना अनिवार्य है
धीरे चलें, सुरक्षित चलें ।
यह लाइसेंस केवल वाहन चलाने के लिए मान्य है

Mudt

Specimen Signature/Thumb
Impression of the holder
of the Licence



Signature and Designation
of the Licensing Authority
Moradabad

कृपया लाइसेंस का नम्बर अपने पास सुरक्षित रखें ।

Name Mr. Mudt

Son/Wife/Daughter Mr. Ajay Kumar

Permanent Address R/o - H.No. - 529, Nawabpura

P/o - Nagphani, Distt - Moradabad

Temporary Address (if any) _____

Date of Birth 21/04/1986

Educational Qualification _____

Blood Group with RH Factor _____

The holder of this licence is licenced to drive throught India vehicle of the following description :-

1. Motor Cycle with gear without gear (Under 50 cc.) for M/cycle + CMV only
2. Invalid Carriage
3. Light Motor Vehicle*
4. Transport Vehicle
5. Passenger Vehicle
6. Motor Vehicle of a Specified description

140
78603-9
07/04/12

The Licence to drive a Motor Vehicle other than transport vehicle

is valid from 09/04/2012 to 08/04/2032

The licence to drive transport vehicle is valid from _____

Mr. C. C. Nigam
I(T)/ARI(T)/ARTO Moradabad
Name & designation of the Authority
who conducted the driving test

Signature & Designation of the
Licencing Authority, Moradabad



UNION OF INDIA Driving Licence (UP) (RT)

UP14 20020018322



10/09/2002 (vi) 09/09/2022
19/08/1981
UNKNOWN



RAHUL TYAGI

संलग्नता में: Son/Daughter-Only

BHUPENDER TYAGI

DUPLICATE

[Handwritten signature]

UP14 20020018322



MCWG

10/09/2002



LMV

10/09/2002

UP01306249RS



UP

Form 7 Rule 16(2)

Address

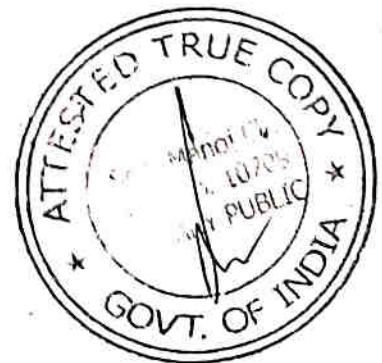
R-14/21 RAJ NAGAR
GZB
UP

Holder's Signature

आरीकर्ता / Issuing Authority Sign

GHAZIABAD

[Handwritten signature]



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AVNEESH TYAGI

RAJMUNI TYAGI

02/03/1977

Permanent Account Number
ADUPT3562D

Avneesh Tyagi

Signature



04112006

Rajmuni Tyagi



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DIRECTORS OF THE ANSAL PROPERTIES & INFRASTRUCTURE LTD., BEARING SERIAL NO. 2/2017, HELD ON THURSDAY, THE 27th JULY, 2017 COMMENCED AT 02.00 P.M. AT 115, ANSAL BHAWAN, 16 KASTURBA GANDHI MARG, NEW DELHI - 110 001 AND CONCLUDED AT 3.45 P.M.

Authorization to Shri Mudit Goyal and Mr. Aman Arora to sign and execute MOU / Consortium Agreement in respect of Sushant Aquapolis project situated at Dundahera, Ghaziabad.

"RESOLVED THAT approval of the Directors be and is hereby accorded to authorize and empower jointly Shri Mudit Goyal and Mr. Aman Arora, Authorised Representatives of the Company, to do all the needful acts, deeds and things including signing and executing MOU / Consortium Agreement to be executed amongst Shri Rajender Tyagi, Sh. Bhupendra kumar, Sh. Raj Muni, Sh. Rajendra Kumar, M/s. Daulat Ram and Sons Infrastructure Pvt. Ltd., and Daulat Ram Ratan Singh Educational Charitable Trust on behalf of the Company {being the Lead Member as per earlier Consortium Agreement dated the 9th May, 2006 and licence holder of integrated township "Sushant Aquapolis" situated as Dundahera, Ghaziabad.} and to do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential in this regard.

RESOLVED FURTHER THAT all acts, things or deeds, done or caused to be done, by the aforesaid authorized persons, for the above matters, before conferring this authorization, be and are hereby ratified and confirmed, as being done or caused to be done for and on behalf of the Company.

RESOLVED FURTHER THAT all such acts, deeds, matters and things to be done by the aforesaid authorized persons, in connection with and to safeguard the interest of the Company, shall be binding on the Company and deemed to have been done by the Company itself.

RESOLVED FURTHER THAT above authorization in favor of the aforesaid authorized persons, shall remain in force till the date they remain in the employment or any other resolution is passed by the Board / Directors, modifying and/or revoking this authorization, whichever is earlier.

RESOLVED FURTHER THAT a certified true copy of this Resolution be forwarded wherever required, duly certified under the signatures of any Director or Company Secretary of the Company."

Certified True Copy
For Ansal Properties & Infrastructure Limited

Self Attested
For Ansal Properties & Infrastructure Ltd.
Authorized Signatory

(Abdul Sami)
Company Secretary



as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof shall be given in writing only and signed by each Party.

10.5 SEVERABILITY: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

11. The land owned by the trust "Daulat Ram Ratan Singh Educational Charitable Trust" shall only be used for the purpose as mentioned in the charter of Trust Deed. It shall be responsibility of the First party to ensure and enforce the Charter of the Trust Deed and incorporate that in planning.
12. That all costs towards Stamping, Registration and all other allied expenses for registration of this deed or any other further deed related to this shall be borne by the First Party/ owners only.
13. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Parties.

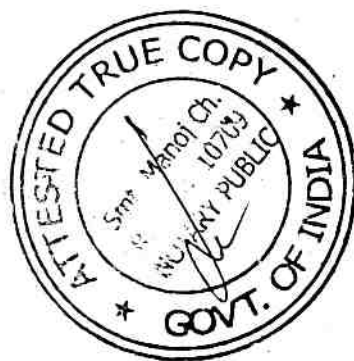


दौलतराम रतन सिंह एजुकेशनल चैरिटेबल ट्रस्ट

RG

For [Signature]

Authorised Signatory



IN WITNESS WHEREOF THE PARTIES HERETO HAVE
EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST
HEREINABOVE WRITTEN

<u>For First Party</u>	<u>For Second Party.</u>	<u>For Lead Member</u>
① Arneesh Tyagi S/o Rasmuni Tyagi KJ-57 Kavi Nagar 420		
<u>By:</u> ② RAHUL Tyagi S/o Bhupendra Tyagi R-14/21 Kavi Nagar <u>Name:</u> <u>Designation:</u> <u>Place:</u>	<u>By:</u> <u>Name:</u> <u>Designation:</u> <u>Place:</u>	<u>By:</u> SIDDHARTH PUNDIR S/O VIJAY PUNDIR R/O R-10/19, RAJNAGAR, SHAZIABAD <u>Name:</u> <u>Designation:</u> <u>Place:</u>
<u>IN WITNESS OF</u> ①  ② 	<u>IN WITNESS OF</u> 	<u>IN WITNESS OF</u> 



महेश कुमार

राजेश कुमार

18/5/21

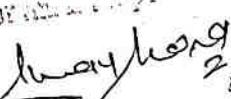
दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट



सचिव


राज कुमार (एडवोकेट)

For


Mayhong

Authorised



आज दिनांक 28/11/2017 को वही संख्या 4

एवं जिल्द संख्या 1029 पृष्ठ संख्या 103 से

174 पर क्रमांक 2532 रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


कमल कान्त गौतम, प्रभारी

उप निबंधक : सदर प्रथम

गाजियाबाद

