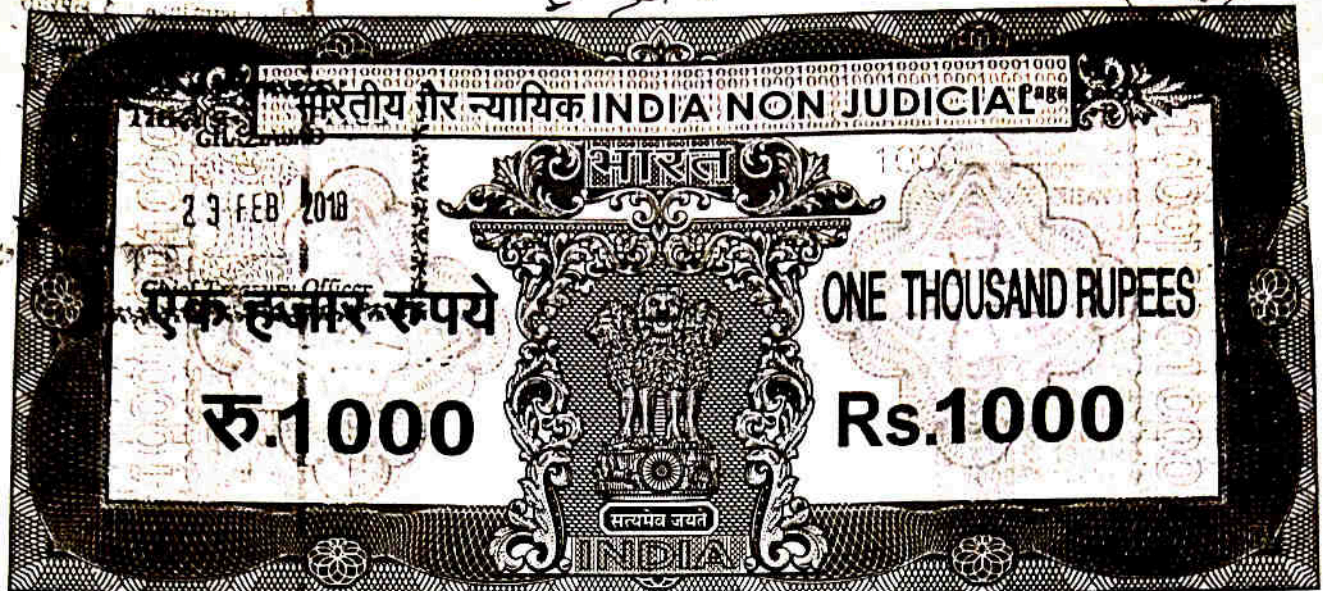




उत्तर प्रदेश UTTAR PRADESH

AX 501355



CONSORTIUM AGREEMENT

Paid Stamp duty Rs. 1,000/-

This Consortium Agreement (hereinafter referred to as the "Agreement") is made and executed at Ghaziabad on 09th day of March in the year 2018.

BY AND BETWEEN:

M/S. GOLD COAST DEVELOPERS PVT. LTD. a private limited company (PAN No.AAGCG1629J) in corporate under the companies act 2013 and companies rule 2014 in India having its registered office at A-106, Pocket-4, Pandav Nagar, Mayur Vihar, New Delhi through its authorised signatory Mr. Siddharth Pundir S/o Dr. Vijay Pundir R/o. R-10/99, Raj Nagar, Ghaziabad (U.P.) duly authorised vide its Board Resolution dated 16/01/2018 and hereinafter referred to as Developer First Party (which expression shall include its assignee, successors-in-interest and includes)

For Goldcoast Developers Pvt. Ltd.

Authorised Signatory



महेश्वर

नराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

सचिव

24/3/18

पृष्ठ सं. 15 दिनांक 6/3/18

स्टाम्प किस प्रयोजन हेतु

स्टाम्प केता का नाम व पता

स्टाम्प की धनराशि 1000

चन्द्र प्रकाश कुशवाह स्टाम्प व केता

लाईसेन्स नं-08/ लोनी

लाईसेन्स की अवधि 31-3-2018

तहसील परिसर लोनी गाजियाबाद

गोल्ड कोस्ट प्रा लि. को. लि.
रिपब्लिक गा-01
राम व/ सिद्धार्थ पुण्डरी

अनुबंध विलेख/घोषणा पत्र

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 140 योग : 240

श्री मै गोल्ड कोस्ट प्रा लि द्वारा

सिद्धार्थ पुण्डरीर अधिकृत पदाधिकारी/ प्रतिनिधि

पुत्र श्री विजय पुण्डरीर

व्यवसाय : अन्य

निवासी: आर-10/99 राजनगर गा0 बाद



श्री, मै गोल्ड कोस्ट प्रा लि द्वारा

सिद्धार्थ पुण्डरीर अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

27/03/2018 एवं 02:22:37 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Signature)

अरुण कुमार शर्मा

उप निबंधक : सदर प्रथम

गाजियाबाद



01/04/2018 09:26

AND

- (a) 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 15/01/2018 (which expression shall include its assignee, successors-in-interest and includes M/s Daulat Ram and Sons Infrastructure Pvt. Ltd. (consortium) unless the subject and context requires otherwise).

For Goldcoast Developers Pvt. Ltd.


 Authorised Signatory



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट




अध्यक्ष



कोषाध्यक्ष

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री मै गोल्ड कोस्ट प्रा लि के द्वारा सिद्धार्थ पुण्डीर, पुत्र श्री
विजय पुण्डीर

निवासी: आर-10/99 राजनगर गा0 बाद

व्यवसाय: अन्य

द्वितीय पक्ष: 1

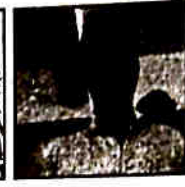


श्री दौलतराम एण्ड संस इन्फ्रास्ट्रक्चर प्रा लि के द्वारा
दीपांशु त्यागी, पुत्र श्री राजेन्द्र कुमार त्यागी

निवासी: 122 आर डी सी राजनगर गा0 बाद

व्यवसाय: अन्य

द्वितीय पक्ष: 2



श्री भूपेन्द्र कुमार, पुत्र श्री वेद प्रकाश

निवासी: आर-14/21 राजनगर गा0 बाद

व्यवसाय: अन्य

द्वितीय पक्ष: 3



श्री राज मुनी, पुत्र श्री वेद प्रकाश

निवासी: के जे-57 कछिनगर गा0 बाद

व्यवसाय: अन्य

द्वितीय पक्ष: 4



श्री राजेन्द्र कुमार, पुत्र श्री वेद प्रकाश

निवासी: आर डी सी-123 राजनगर गा0 बाद

व्यवसाय: अन्य

द्वितीय पक्ष: 5



श्री दौलतराम रतन सिंह एजुकेशनल चेरिटेबल ट्रस्ट के
द्वारा राजेन्द्र कुमार त्यागी, पुत्र श्री वेद प्रकाश

निवासी: आर डी सी 123 राजनगर गा0 बाद

व्यवसाय: अन्य



- (b) Bhupendra Kumar S/o Ved Prakash, R/o R-14/21, Raj Nagar, District: Ghaziabad, U.P.
- (c) Raj Muni S/o Ved Prakash R/o KJ-57, Kavi Nagar, District: Ghaziabad, U.P.
- (d) Rajendra Kumar S/o Ved Prakash, R/O RDC 123, Raj Nagar, District Ghaziabad, U.P.
- (e) Daulat Ram Ratan Singh Educational Charitable Trust, R/o RDC 122, Raj Nagar, Ghaziabad (UP) through its Chairman Sh. Rajendra Kumar Tyagi R/o RDC-123, Raj Nagar, Ghaziabad duly authorized vide resolution dated 15/01/2018.

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

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

For Goldcoast Developers Pvt. Ltd.

Authorized Signatory



Handwritten signature

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

Handwritten signature

Handwritten signature

अध्यक्ष

Handwritten signature

समिति

कोषाध्यक्ष

- (b) Bhupendra Kumar S/o Ved Prakash, R/o R-14/21, Raj Nagar, District: Ghaziabad, U.P.
- (c) Raj Muni S/o Ved Prakash R/o KJ-57, Kavi Nagar, District: Ghaziabad, U.P.
- (d) Rajendra Kumar S/o Ved Prakash, R/O RDC 123, Raj Nagar, District Ghaziabad, U.P.
- (e) Daulat Ram Ratan Singh Educational Charitable Trust, R/o RDC 122, Raj Nagar, Ghaziabad (UP) through its Chairman Sh. Rajendra Kumar Tyagi R/o RDC-123, Raj Nagar, Ghaziabad duly authorized vide resolution dated 15/01/2018.

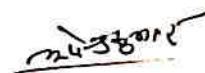
Hereinafter collectively referred to as "the Owners/Second Party", (which expression shall unless, repugnant to the context or meaning thereof, include respective heirs, legal representatives, executors and assigns of every individual owner as well as every trustee, assignee, nominee and/or successor-in interest of the trust/ Company, unless the subject and context requires otherwise) of the **SECOND PARTY**;

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

For Goldcoast Developers Pvt. Ltd.

 Authorized Signatory





दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट





अध्यक्ष

सचिव

कसेवाध्यक्ष

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री प्रभास रायत, पुत्र श्री बहादुर सिंह रायत

निवासी: एफ-110/बी सै0-11 प्रताप विहार गा0 बाद

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री सचिन त्यागी, पुत्र श्री भूपेन्द्र कुमार त्यागी

निवासी: 14/21 राजनगर गा0 बाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरुण कुमार शर्मा
उप निबंधक : सदर प्रथम
गाजियाबाद

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी :



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री प्रभास रायत, पुत्र श्री बहादुर सिंह रायत

निवासी: एफ-110/बी सै0-11 प्रताप विहार गा0 बाद

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री सचिन त्यागी, पुत्र श्री भूपेन्द्र कुमार त्यागी

निवासी: 14/21 राजनगर गा0 बाद

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Signature)

अरुण कुमार शर्मा
उप निबंधक : सदर प्रथम
गाजियाबाद



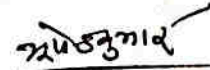
AND WHEREAS the Second Party is the owner of land in Khasra No. 973 (0.0125Hectare), Khasra No. 974 (0.5190 Hectare), Khasra No. 975 (0.3289 Hectare), Khasra No. 976 (0.2850 Hectare), Khasra No. 977 (0.3920 Hectare), Khasra No. 984 (0.4432Hectare) and Khasra No. 996 (0.1080 Hectare) with the total land ownership admeasuring 2.0886 Hectares or 20886 sq.mtrs (5.161acres) 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, out of which as per the consortium agreement executed and registered between the second party and Ansal Properties & Infrastructure Ltd. on 29.11.2017 3000 square meter land was marked as Commercial which is hereinafter in this deed known as Commercial Project and 14017.40 square meter land marked as Group Housing which is hereinafter in this deed known as Group Housing Project in the plan of the consortium agreement which is the part of the DPR (Detail Project Report) of the Ansal Properties & Infrastructure Ltd. township project known as Sushant Aquapolis at village Dundahera by virtue of the above said consortium agreement the said commercial and group housing land become the part of Sushant Aquapolis Township Project.

Ansal Properties & Infrastructure Ltd. authorized to the second party to develop there ownership land. That the contents of the consortium agreement executed between the parties and Ansal Properties Pvt. Ltd. are read as a part of this consortium and contents are binding are the parties.

For Goldcoast Developers Pvt.Ltd.


Authorized Signatory









दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट


अध्यक्ष सचिव कोषाध्यक्ष

कोषाध्यक्ष

AND WHEREAS the First Party is the real estate developer and have the experience to developed the group housing. First Party completed a 4000 square meter project in Crossing Infrastructure Pvt. Ltd. in the name known as M/s. Midas SKB Infrastructure Pvt. Ltd and style known as Gold Coast as a trademark.

The First party herein is interested to develop the above said commercial and group housing projects. So he approach to the second party and parties signed a Memorandum of Understanding cum term sheet dated 08th March 2018 (hereinafter referred as MOU) in respect of the development of Commercial & Group Housing Project. It is made clear that PSP and plotted development project is not part of this deed.

For Goldcoast Developers Pvt. Ltd.


Authorised Signatory



मधुसूदन कुमार

2108/2018

RLY 88

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

सचिव

कोषाध्यक्ष

राजकुमार शर्मा (एजुकेशनल)

For Goldcoast Developers P


Authorised Signatory



The chart showing the land and its ownership are given below.

S.No.	Khasra No.	Area in Sq. Mtr.	Area in Acre
1	973	0125	0.03
2	974	5190	1.2824
3	975	3289	0.8127
4	976	2850	0.7042
5	977	3920	0.9686
6	984	4432	1.0951
7	996	1080	0.2668
		20886	5.161

AND WHEREAS the Second Party is the owner of 20886 square meter or 5.161 acre of land out of which 2014.45 Sq. meter land is mark as PSP, 1854.71 Sq. meter land is mark as Plotted Development, 3000 meter land is mark as Commercial and 14017.40 meter land is mark as Group Housing in the DPR of the Ansal Properties & Infrastructure Ltd. The detail of which is shown as below.

For Goldcoast Developers Pvt. Ltd.

Authorized Signatory



22-5-2012

21/05/2012

RUSH

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

सचिव

कनेक्शन



S. No.	Name of Owner	Total area in Sq. Mtr.	PSP area in Sq. Mtr.	Plotted Development area in Sq. Mtr.	Commercial area in Sq. Mtr.	Group Housing area in Sq. Mtr.
1	Bhupendra Tyagi	9341.75	—	1189	1342	6810.75
2	Raj Muni Tyagi	2626.25	414.05	—	377	1835.20
3	Daulat Ram & Sons	6921	555.50	—	994.20	5371.45
4	Daulat Ram Ratan Singh Education Trust	1997	1044.45	665.71	286.80	—
		20886	2014	1854.71	3000	14017.40

For Goldcoast Developers Pvt. Ltd.

Authorised Signatory



रामेश कुमार

रामेश कुमार

R. Singh

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

R. Singh

अध्यक्ष

सचिव

कोषाध्यक्ष

रामेश कुमार शर्मा (एडमिटर)

रामेश कुमार

AND WHEREAS both the parties are agree to develop the commercial project jointly. Second Party is the owner of the land detail of which is given in the chart above. First Party agree to get sanctioned the map and paid the all charges which is incurred in the sanction of the map and construction of the commercial project and marketing of the commercial project for which First Party get 62% of the total sale consideration of the total commercial project. Second Party in lien of the cost of the land or for the consideration of the land cost detail of which given in the chart below get 38% of the total constructed area or the sale consideration of the commercial project as per the consent of the second party which is given after the sanction of the map, second party may retained their share for their personal use. Detail of the commercial project is mention below.

S.No.	Owners Name	Invested Land Area in Sq. Mtr.	Percentage of Area	Share of the land owners out of total area
1	Bhupendra Tyagi	1342	44.73%	17%
2	Raj Muni Tyagi	377	12.57%	4.77%
3	Daulat Ram & Sons	994.20	33.14%	12.60%
4	Daulat Ram Ratan Singh Education Trust	286.80	9.56%	3.63%
		3000	100%	38%

For Goldcoast Developers Pvt. Ltd.

Authorized Signatory



20/05/2017

21/05/2017

Ricdy

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

Ricdy

राजकुमार शर्मा (एडवोकेट)

21/05/2017



AND WHEREAS the First Party agree to develop the group housing project area 14017.40 sq.mtrs.as shown in the DPR of the Ansal API. All the expenses for the service provided by the Ansal and other charges payable by the second party to the Ansal will be borne by the first party to the proportionate area for the commercial project and group housing project. If any charge is payable for the PSP and Plotted Development will be borne by the owner mention in the above chart.

The first party agree to pay all the expenditure of services and other charge paid to the Ansal API, expenses incurred in sanction of the map all the development work and construction work will be done by the first party and marketing expenditure will also born by the first party in lien to this first party will get 62% of the total sale consideration receipt from the flat owners and 38% will received by the land owners, second party in lien of this there land cost or sale consideration of land. It is further clarify that the total consideration against the sale price of the flat will be deposit in separate in asero account out of which 62% go to the developer first account and 38% go to the land owners which is divided as per the column no.5 of the chart given below. It is further submitted that 62% will go to the first party, 14.56% go to the Second-A Daulat Ram & Sons, 18.46% go to the Second-B Bhupendra Kumar and 4.98% go to the Second-C Raj Muni.

For Goldcoast Developers Pvt Ltd.

Authorized Signatory



22/03/2012

21/03/2012

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

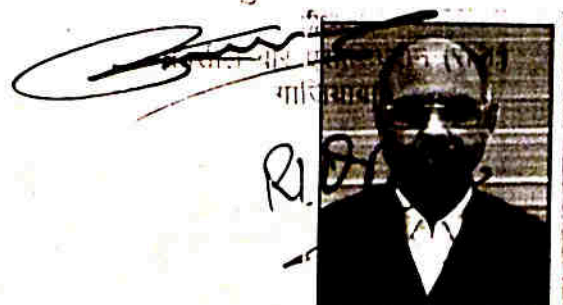
अध्यक्ष

सचिव

कोषाध्यक्ष



सचिव (अध्यक्ष)



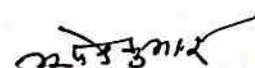
S.No.	Owners Name	Area in Sq. Mtr.	Percentage of Area	Share of the land owners out of total area
1	2	3	4	5
1	Bhupendra Tyagi	6810.75	48.59%	18.46%
2	Raj Muni Tyagi	1935.20	13.09%	4.98%
3	Daulat Ram & Sons	5371.45	38.32%	14.56%
		14017.40	100%	38%

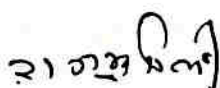
It is submitted the first and second party will manage to open the ascro account, out of which total receipt 18.46% to transfer to the Bhupendra Tyagi, 4.998% transfer to the Raj Muni Tyagi and 14.56% transfer to the Daulat Ram and Sons. 62% will remain in the account of the first party; it will be remain deposit in the company account. A three member committee will be constituted consisting one member from the land owners, one member is the project engineer /architect and one member is chartered accountant of the company, who will supervise the construction work of commercial and group housing project and as per the work done on site quarterly report will be submitted by the three member committee

For Goldcoast Developers Pvt. Ltd.


Authorised Signatory









दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष


सचिव

कोषाध्यक्ष

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 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;

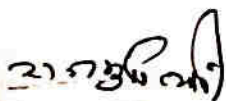
“Effective Date” means the date of execution of this agreement as written hereinabove;

For Goldcoast Developers Pvt. Ltd.


Authorized Signatory

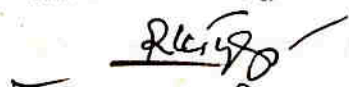








दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट


अध्यक्ष

सचिव

कर्मचारी

"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 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 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.

For Goldcoast Developers Pvt. Ltd.


Authorised Signatory









दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट



अध्यक्ष

- 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 Developer are ready and willing to develop the group housing & commercial project and EWS or other usage like PSP & Plotted Development will be develop by the land owners and first party have no objection for the development of PSP and Plotted Development. It is made clear that the development of PSP is the obligation of the first party but second C & E party will get the target to develop the PSP and provide the facility to the first party for this facility second C & E party are entitle to get full share on the land as mentioned in the chart above but the expenses incurred by the first party to the Ansal API for the concerned proportionate area by the owner itself.
- b) **THAT** the land owner will cooperate and remain available to the first party for the coordination and get sanction of the map, if there any requirement to provide any facility second party from the Ansal API license holder, the second party will cooperate and arrange them.
- 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, 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 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.

For Goldcoast Developers Pvt Ltd.


Authorised Signatory





दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट





अध्यक्ष



कोषाध्यक्ष

- d) **THAT** the Parties agree that notwithstanding the fact that the Said Property shall be developed by the First Party the Lead Member enter in this agreement for development, construction, marketing subject to the mutual consent between the parties. Further the Parties also agree to accept all the terms and conditions as may be decided/negotiated and finalized by the Lead Member with the consent of the land owners, the first party cannot decide any terms of the project without the consent of the land owners.
- e) **THAT** it is hereby agreed and accepted by the Parties that the Developer, on basis of this Agreement, will apply for the sanction of the commercial and group housing layout plan and building plan 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 the preparation and get sanctioned for the plan and the first party cannot claim any cost or fees which are being paid to the Authority/GDA from the first party.
- f) **THAT** the First Party 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 the cost of the plan and other charges will be own by the first party.
- g) **THAT** notwithstanding any other right or remedy available under this Agreement to the parties, 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 on 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.

For Goldcoast Developers Pvt. Ltd.

Authorized Signatory



22/05/2012

21/05/2012

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

सिद्धि

अध्यक्ष

सचिव

केसवचंद

- 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 First party and the Second Party shall be totally absolved of any applicability of RERA or any other Act.
- i) The Owner Shall indemnified that the title of the land in question will be free from all encumbrances.
- j) **THAT** it is duly agreed and confirmed by the Parties that developer first party will construct the connectivity of road over the drain on there own cost, other connectivity sewer, water, electricity roads will be developed by the Developer first party. It is reiterated that the above-mentioned cost that will be incurred by the Developer, includes the cost of laying of such services from the single point at the periphery to the internal developed service and all the internal development work will be completed by the developer and cost will bear by the first party.

For Goldcoast Developers Pvt Ltd

Authorised Signatory



रामेश्वर

रामेश्वर

रामेश्वर

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

रामेश्वर

कोषाध्यक्ष

- k) **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 first party. 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 developer. Also any charges like connection charges, load charges, meter charges for the Said Property shall be the sole responsibility of the developer/First Party. Subsequent to the laying of the services by the Developer or its nominated agency any operational expenses, maintenance expenses, renewal expenses shall be responsibility of the developer/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.
- l) **THAT** the First Party have duly agreed and confirmed that the liability for all required internal development works within the Said Property including the greens, roads 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.
- m) **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 completion and other NOC's.
- n) **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.

For **Goldcoast Developers Pvt. Ltd.**

Authorized Signatory



(Signature)

(Signature)

(Signature)

दौलतराम रतन सिंह एजुकेशनल वेलफेयर ट्रस्ट

अध्यक्ष

(Signature)
सचिव कोषाध्यक्ष

- o) **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.

3. DURATION

This Agreement stands duly constituted and operative from Effective 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.

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. **Gold Coast Developers private limited** 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.

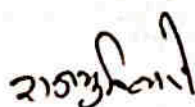
- To make all necessary endeavors to perform and fulfill, promptly, actively and on time all of its obligations under this Agreement;
- To notify each of the Parties promptly of any significant delay in performance;
- To accept the terms and conditions as may be agree upon by the Lead Member for development of Said Property.

For Goldcoast Developers Pvt Ltd.


Authorized Signatory









दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

सचिव

कोषाध्यक्ष

4.3 SALES, MARKETING, COLLECTION, MAINTENANCE ETC.

- That the first party developer are authorized to deal with the sale marketing and collection of money and maintenance charges etc.
- That the owners/second party shall issue NOC of 62% of total land area or constructed area i.e 62% of 14017.40 sq. mtrs (residential area as per sanction plan approved by the authority) in favour of first party for obtaining project loan from any financial institutions or bank. The second party shall make every positive effort to obtaining the project loan by the first party for construction purpose for the successful completion of the project but the project loan shall be the sole liability of first party.
- That, if the First Party required project loan for the completion of project in future, in that case the Owners/Second party shall also issue NOC of 62% of the total land area or constructed area i.e. 62% of 3000 sq mtrs. (Commercial area as per sanction plan approved by the authority) in favour of first party for obtaining Project loan from any financial institutions or bank. The second party shall make every positive effort to obtaining the project loan by the first party for construction purpose for the successful completion of the project but the project loan shall be the sole liability of first party.
- The First Party shall have the sole right to construct, market, advertise, collect the money from the perspective buyers through sell or lease. The second party will execute the power of attorney in favour of the following persons for the proportionate share of the land the detailed chart of the same are given below.

S.No.	Owners Name	Area in Sq. Mtr.	Name of the Power Attorney Holder
1	2	3	4
1	Bhupendra Tyagi	6810.75	Siddharth Pundir & Rahul Tyagi
2	Raj Muni Tyagi	1835.20	Siddharth Pundir & Avneesh Tyagi
3	Daulat Ram & Sons	5371.45	Siddharth Pundir & Deepanshu Tyagi
	Total	14017.40	

For Goldcoast Developers Pvt. Ltd.

Authorised Signatory



दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

सचिव

कोषाध्यक्ष

as per the detail given above second party land owner will execute the power attorney in the name of persons mentioned in the column-4 of the above chart, they will execute the total sale deeds in the favour of prospective buyers, it is agreed between the parties that the document executed by the four person are acceptable or binding both the parties.

5. REPRESENTATIONS AND WARRANTIES

Each of the Members represents and warrants to the other that:

(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

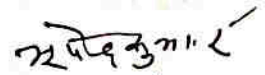
Unless otherwise stated, all notices and instructions to be sent to either of the Parties as expressly stated herein shall be given in writing and to be sent by personal delivery or by speed / registered post at the addresses of parties mentioned first herein before or through email at the following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

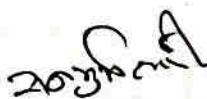
First Party:	Mr. M/s. Gold Coast Developers Pvt. Ltd. on the address of the First Party
Second Party:	Daulat Ram & Sons. Infrastructure Pvt. Ltd. on the address of the Second Party

For Goldcoast Developers Pvt Ltd.


Authorised Signatory

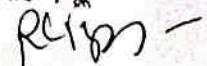








दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट



अध्यक्ष

सचिव

कोषाध्यक्ष

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 Ghaziabad 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 Ghaziabad in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (As Amended). Such dispute shall be referred to a Single Arbitrator appointed mutually. The language of the arbitration shall be English. The venue of arbitration shall be Ghaziabad 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.

For Goldcoast Developers Pvt Ltd.

Authorised Signatory



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

दौलतराम रतन सिंह एजुकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

सचिव

कोषाध्यक्ष

- 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 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. 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/Owner's.
12. 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.

For Goldcoast Developers Pvt. Ltd.


Authorized Signatory

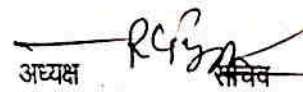






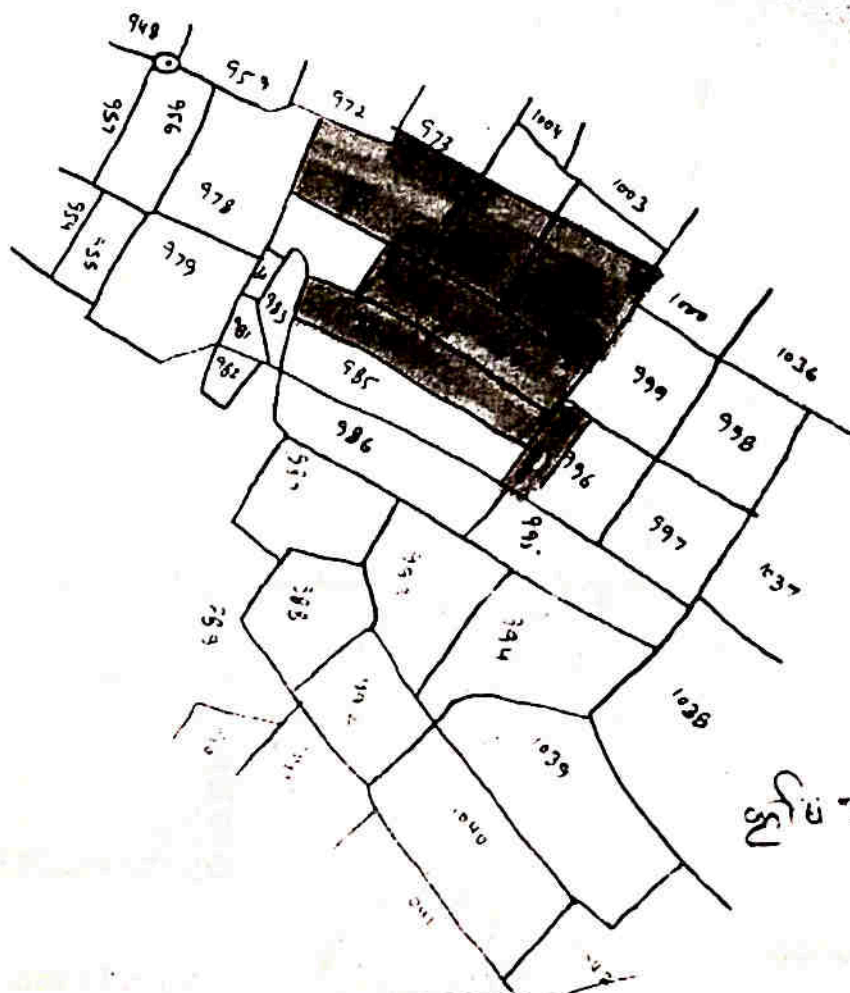
दौलतराम रतन सिंह एज्यूकेशनल चैरीटेबल ट्रस्ट




अध्यक्ष

कोषाध्यक्ष

वि. क्र. २०००६
२०००६



पृथि-भूमि लान

Authorised Signatory



24/8/22

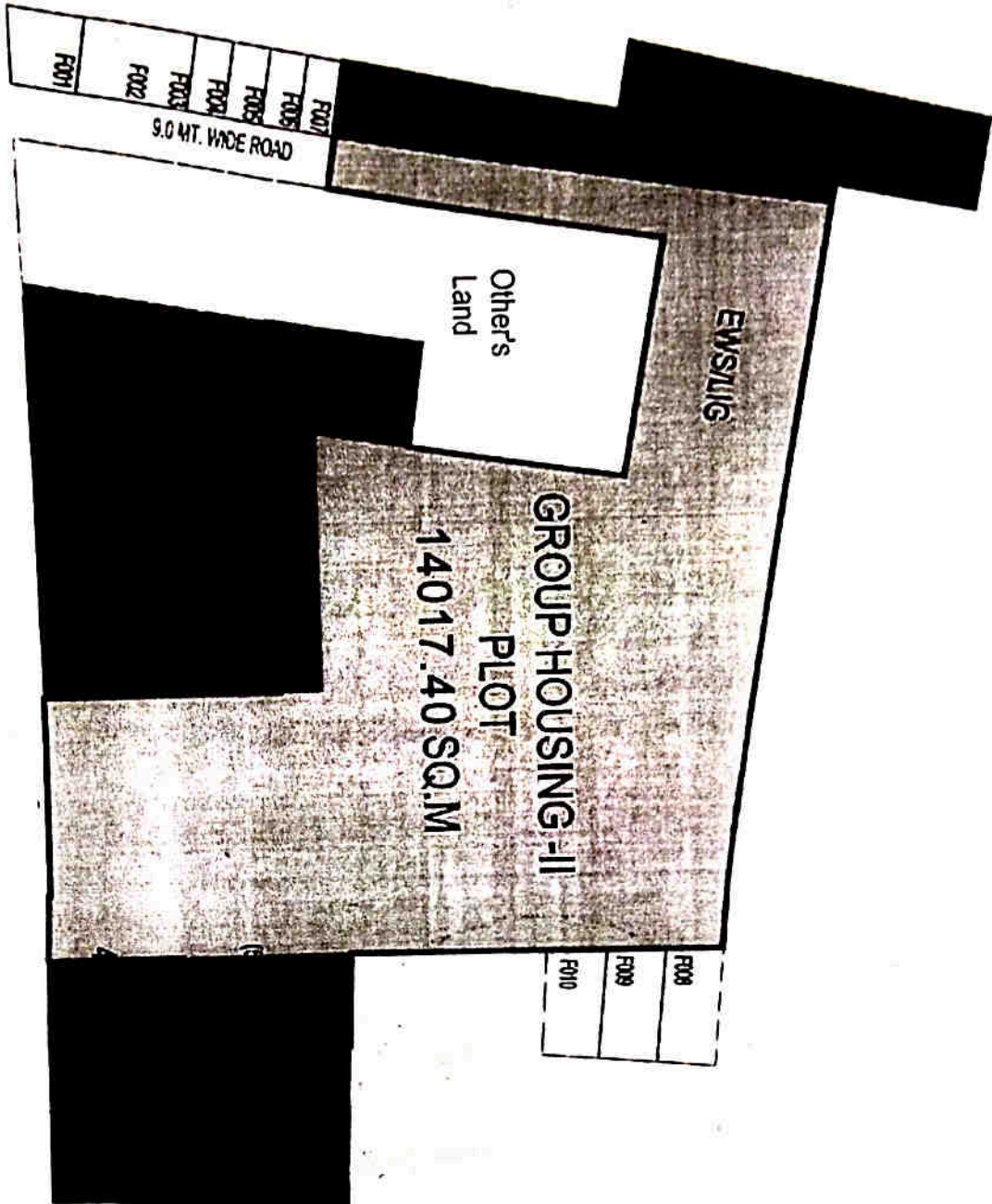
दौलतराम रतन सिंह एज्यूकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष

राज्य

कोषाध्यक्ष

ANNEXURE-2



For Goldcoast Developers Pvt. Ltd.

[Signature]
Authorised Signatory



[Signature]

दौलतराम रतन सिंह एज्यूकेशनल चैरीटेबल ट्रस्ट

[Signature]

[Signature]

अध्यक्ष

[Signature]
सचिव

कोषाध्यक्ष



For Goldcoast Developers Pvt Ltd.


Authorized Signatory

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGCD2573A

नाम / Name
DAULATRAM AND SONS INFRASTRUCTURE
PRIVATE LIMITED

निगमन / गठन की तारीख
Date of Incorporation/Formation
11/07/2017

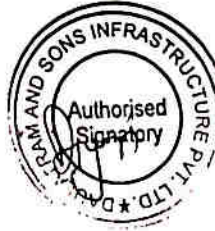
18072017



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

For Goldcoast Developers Pvt. Ltd.

Authorized Signatory



22/05/2018

22/05/2018

22/05/2018

दौलतराम रतन सिंह एज्यूकेशनल चैरीटेबल ट्रस्ट

अध्यक्ष 22/05/2018 सचिव कोषाध्यक्ष



22/05/2018



बही संख्या 4 जिल्द संख्या 1054 के पृष्ठ 131 से 190 तक क्रमांक
381 पर दिनांक 27/03/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरुण कुमार शर्मा

उप निबंधक : सदर प्रथम

गाजियाबाद

