

Brij Bhoomi Infratech LLP

2082-2083, Sainik Colony, Sector-49, Faridabad-121001

To,

M/s Suncity Hi-Tech Projects Private Limited
LGF-10, Lower Ground Floor, Vasant Square,
Plot A, Sector- B, Pocket V, Vasant Kunj,
New Delhi-110070

Date: - 10.10.2019

Ref: - Development Agreement Dated 14.04.2016

Subject: - Request for issuance of No Objection Certificate

Sir,

We entered into the Development Agreement dated 14.04.2016 with respect to development of land situated at Sector 2, Mauza Jait, Tehsil and District Mathura.

Now, we intend to sale/transfer land measuring 1.46 acres, falling in C3 Commercial Sector -2, Mauza Jait, Tehsil and District Mathura, Out of the said land, in favour of M/s Golden Gateway, a partnership firm having its head office at H.No.61, First Floor, Sector-21D, Faridabad-121001. Therefore, we hereby seek your permission for sale/transfer of the aforesaid 1.46 acres of land.

Thanking You

For M/s Brij Bhoomi Infratech LLP

Authorized Signatory

(Harish Kumar Dhingra)

Copy To:-

- (i) **Brij Bhoomi Associates**
Pathak House, 1974, Dempeir Nagar
Mathura, Uttar Pradesh

SUNCITY HI-TECH PROJECTS PRIVATE LIMITED

To,

M/s Brij Bhoomi Infratech LLP
2082-2083, Sainik Colony,
Sector-49, Faridabad-121001

Date: - 17.10.2019

Ref: - Your letter dated 10.10.2019

Sub: - No Objection Certificate

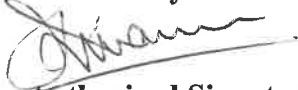
Sir,

With reference to your letter dated 10.10.2019 whereby you sought permission for transfer of land admeasuring 1.46 acres in C3 Commercial Sector 2, Mauza Jait, Tehsil and District Mathura in favour of M/s Golden Gateway, a partnership firm having its head office at H.No.61, First Floor, Sector-21D, Faridabad-121001.

We hereby give our no objection to the said sale/transaction subject to the following terms and conditions:-

- (i) That the Development Agreement dated 14.04.2016 shall continue to govern the relations between the parties viz. Brij Bhoomi Infratech LLP and Brij Bhoomi Associates and M/s Suncity Hi-Tech Projects Private Limited.
- (ii) That M/s Golden Gateway shall carry out development of the said 1.46 acres of land in accordance with the sanctioned layout plan approved from the MVDA and / or any other authority in the State of Uttar Pradesh.
- (iii) That M/s Golden Gateway shall carry out the development of the said 1.46 acres of land at its own cost and expenses and shall apply for the registration under Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder in its own name.
- (iv) That M/s Golden Gateway will be solely responsible for all the obligations, compliances and liabilities arising therefrom.

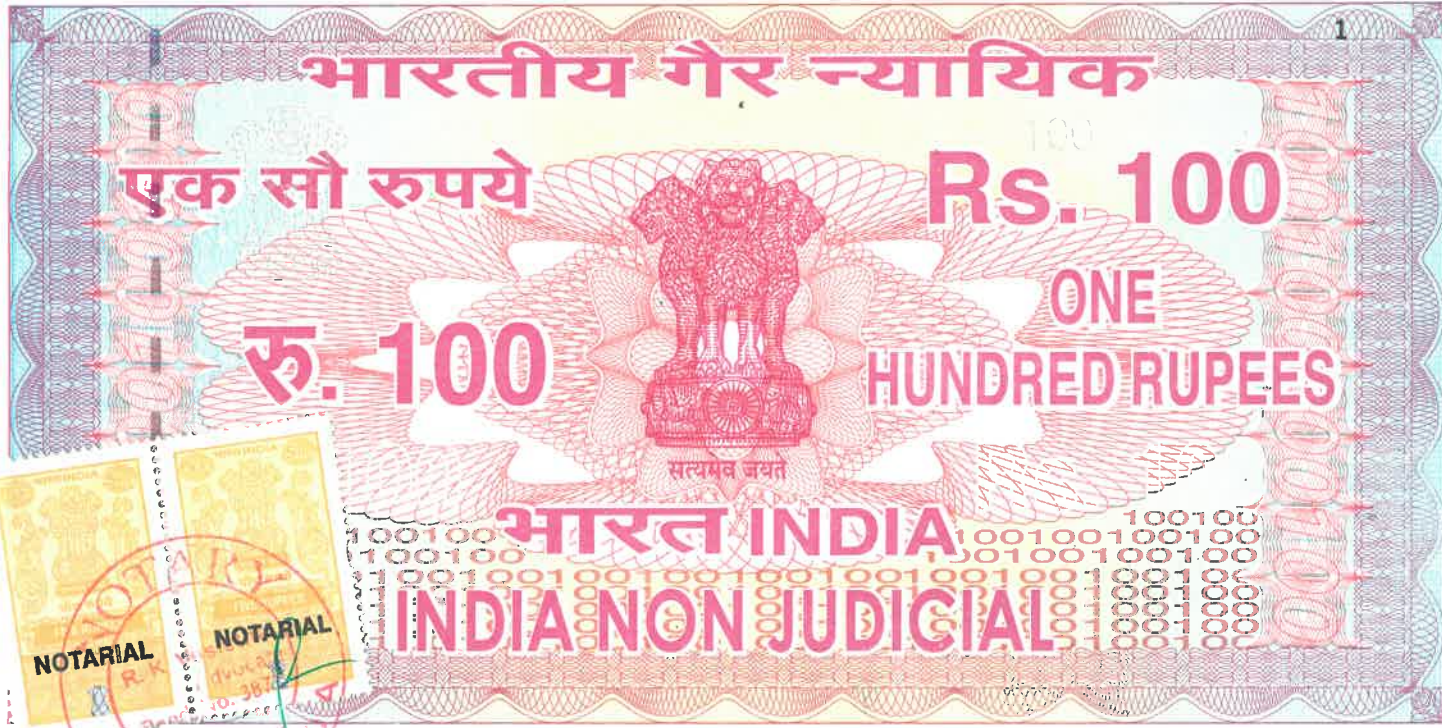
For Suncity Hi-Tech Projects Private Limited



Authorized Signatory

Copy To:-

- (i) **Brij Bhoomi Associates**
Pathak House, 1974, Dempeir Nagar,
Mathura, Uttar Pradesh



उत्तर प्रदेश UTTAR PRADESH

FD 228172

INDEMNITY BOND CUM UNDERTAKING

THIS INDEMNITY BOND CUM UNDERTAKING is made at Gurugram (Haryana) on 13th of November 2019 by **M/s Golden Gateway**, a Partnership Firm duly registered under the Indian Partnership Act, 1932 with the Registrar of Firms and Societies, Faridabad, vide Regn. No. 06-019-2019-00112 of 2019 dated 22th August having its Head Office at H.No. 61, First Floor, Sector-21 D, Faridabad-121001 and Office at C-3, Suncity Anantam, Sector-2, Mauja Jait, NH-2, Near Krishan Lok, at Vrindavan District Mathura, U.P., represented through its Authorized person Ashish Ahuja R/o H.No. 61, First Floor, Sector-21 D, Faridabad-121001 duly authorized by all the partners of the said Firm (hereinafter referred to as "Indemnifier/ First Party", which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include their successor-in-interest, legal representatives, administrators and assigns) **PARTY OF THE FIRST PART.**

Ashish

[Signature]

[Signature]

Ramesh Kumar

दीपक कुमार

Partner

For GOLDEN GATEWAY

1001



1001

जनरल स्टाम्प बीजपुरा
संख्या 3/ दिनांक 13-11-10
उक्त नमूने के अनुसार प्रेषित प्रेषित श्री
निवासी जिला प्रो 140014

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ब्रह्मि सार्व
ला 0 सं 010 वर्ष-10-11
रजिस्ट्री कार्यालय, मथुरा



In Favour of

M/s Suncity Hi-Tech Projects Private Limited, (CIN No. U45201DL2005PTC143613), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket - V, Community Centre, Vasant Kunj, New Delhi - 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AAJCS5668Q, represented by its authorized signatory (Aadhaar No. _____) authorized vide (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest).

AND

M/s Brij Bhoomi Infratech LLP, a Limited liability partnership firm having its registered office at 2082-2083, Sainik Colony, Sector-49, Faridabad represented through its Authorized person Shri Girdhari Lal Pathak duly authorized by all the partners of the said Firm (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest)

AND

M/s Brij Bhoomi Associates, a partnership firm having its principal office at Pathak House, 1974, Dempeir Nagar, Mathura, U.P., represented through its Authorized person Shri Girdhari Lal Pathak duly authorized by all the partners of the said Firm (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) **hereinafter jointly and**

[Signatures]

For GOLDEN GATEWAY

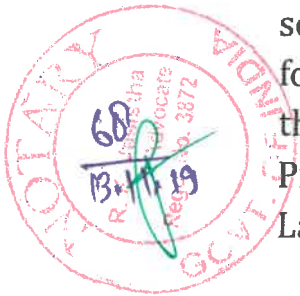
Partne

collectively referred to as the "Indemnified/ Second Party") PARTY OF THESECOND PART

The party of the First Part/First Party and the party of the Second Part / Second Party shall hereinafter be jointly and collectively referred to as **"Parties"** and individually referred to as a **"Party"**.

The First Party does hereby undertake and indemnify the Second Party as under:-

1. M/s Brij Bhoomi Infratech LLP and M/s Brij Bhoomi Associates are the joint owners of the land admeasuring **19.043** acres situated in the Village Jait, Tehsil and District Mathura within the periphery of the Hi-Tech Project entered into a Development Agreement dated 14.04.2016 with M/s Suncity Hi-Tech Projects Private Limited containing detailed terms and conditions for development of the scheduled land for Group Housing and Commercial purposes and for the said purpose seek necessary sanctions and approvals from the MVDA and / or any other authority in the State of Uttar Pradesh and thereafter carry out development of the Scheduled Land in accordance with the sanctioned layout plan.



2. M/s Brij Bhoomi Infratech LLP, has executed a sale deed in favour of First Party **M/s Golden Gateway** for an **area admeasuring 1.46 Acres (5913.7308 sq. mt.)**, consisting of C-3, Sector-2 Mauja Jait, Tehsil and District Mathura duly registered with the office of Sub-Registrar Mathura vide registration No. 15484 dated 24.10.2019 for development and construction of **Commercial Project** over the subject land, (hereinafter referred to as the **"Said Land"**).
3. After that the First Party and the Second Party have executed a Supplementary Agreement to the Development Agreement dated 14.04.2016 and agreed that since the ownership of the said land has been changed from M/s Brij Bhoomi Infratech LLP to M/s Golden Gateway therefore the First Party shall be entitled to carry out the development of the said land at its own cost and expenses

For GOLDEN GATEWAY
Partner

[Signature]

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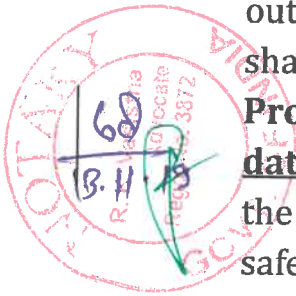
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[Signature]

to which the Second Party does not have any objection-over the same. That both the parties further agreed that requisite approvals for the development of the Said Land stands in the name of M/s Suncity Hi-Tech Projects Private Limited, however the Internal Development Works pertaining to the Said Land will shall now be done by the First Party in its own name through its own funds and resources and First Party will, shall also be entitled to apply for the registration under Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder in its own name.

4. The First Party has further stated that the responsibility of Internal Development of the said land remain shall be within the scope of the First Party but the External Development Works i.e. peripheral Infrastructure for supply of adequate water, electricity, sewerage disposal, storm water, rain water harvesting or any other facility or amenity as required by the competent authority outside the periphery of the Said Land for Commercial Project will shall always remain within the scope of the **M/s Suncity Hi-Tech Projects Private Limited in terms of development agreement dated 14.04.2016**. That with respect to the aforesaid averments, the indemnifier shall always keep the Second Party indemnified, safe and harmless at all times against all or any losses, claims, charges, costs, penalties, damages, expenses and litigation which the Second Party may suffer on account of said internal development work and construction work over the Said Land by the indemnifier and in such eventuality, the Second Party will be rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from indemnifier or its/their properties, as the case may be, arising due to breach or violation of the statement given under this undertaking.

5. That the indemnifier shall always keep the Second Party indemnified, secured and harmless from all the third party claim(s) and against all such costs and consequences and all damages, arising on account of internal development and construction works and/or any non-compliance by the indemnifier.



For GOLDEN GATEWAY
Partner

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

construction works and/or any non-compliance by the indemnifier.

6. That indemnifier hereby certify that the above facts are true and binding and in case of any misrepresentation, non-adherence, non-performance or negligence by the indemnifier then the Second Party will be rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from indemnifier or its/their properties, as the case may be or through its legal heirs, nominees, successors, assigns etc.
7. This Indemnity is given by me/us by our own free will and consent, without any pressure, undue influence or coercion in manner and in sound state of mind and good health. This Indemnity is irrevocable and the Indemnifier further undertakes to abide by it and indemnifies accordingly.



WITNESS WHEREOF, I/We, the executants have executed this Indemnity Bond-Cum-Undertaking on the day, month and year first above written in the presence of the witnesses:

WITNESSES:-

1. Ajay Chandra
Sector - 52, Warisabad,

Mob. No. 7678095148

Am

Rajendra Kumar

R2133, Mohan Lal En

2. NEW DELHI 9654128041

Am

EXECUTANT(S)

Pusher

Rameshwar

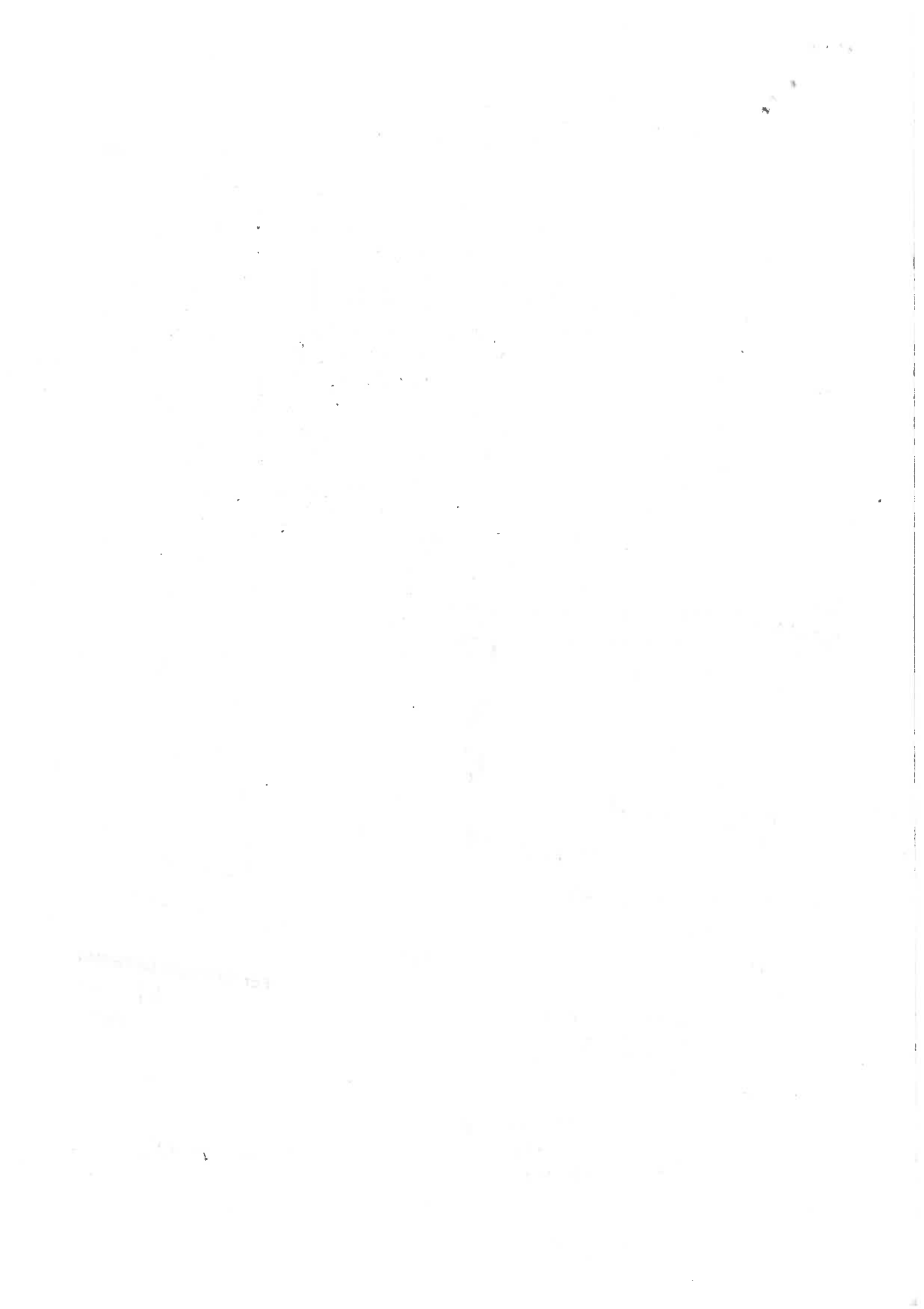
For GOLDEN GATEWAY
Partner

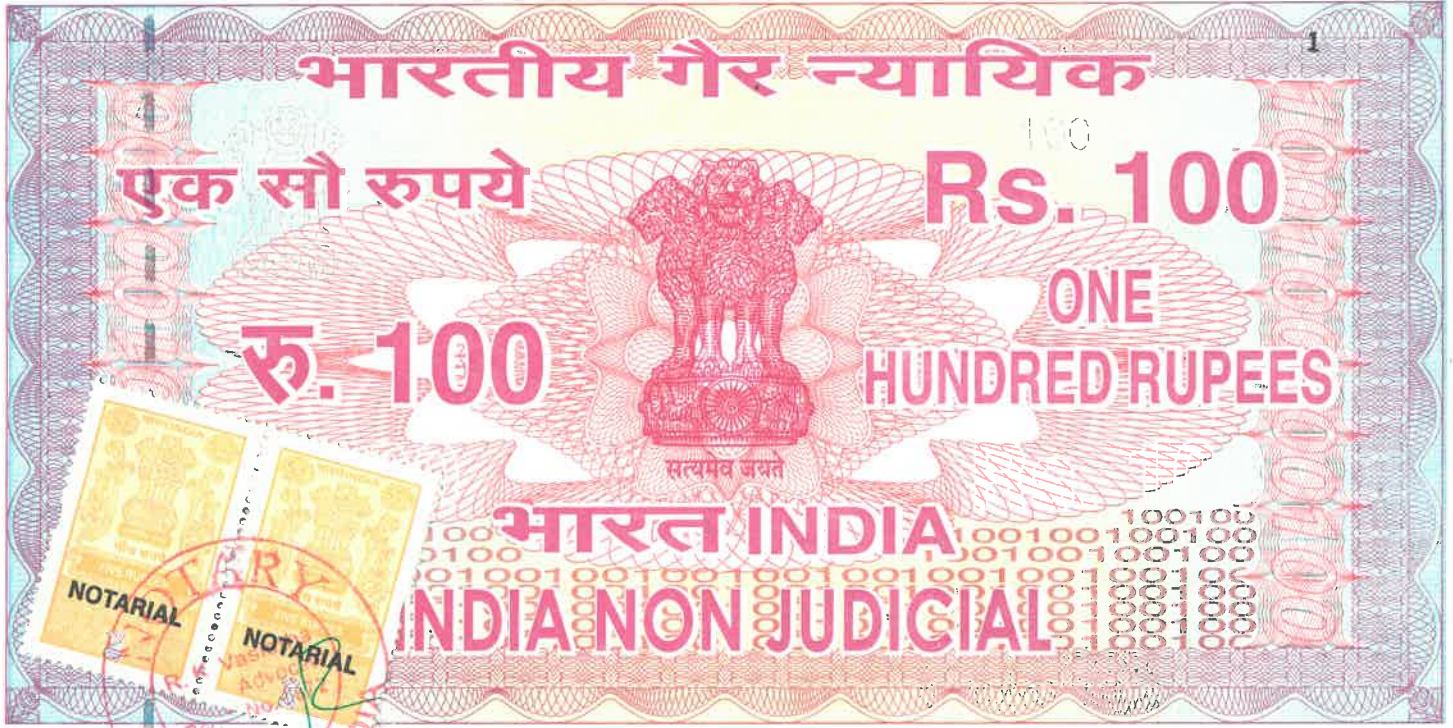
The Contents of the affidavit/documents read over and explained to Shri. शुजयमी रमार्तेक who is identified by Shri. नवीन as oath attested today on 13-11-19 Sr. No. 68 has been registered at my Office and Charged fees Rs. 50

Rajendra Kumar Vaidya
Notary Public, M

श्री/श्रीमती शुजयमी रमार्तेक
द्वारा मेरे समक्ष प्रस्तुत किया गया आवेजों/साक्ष्यों
के आधार पर प्रमाणित किया गया।

हस्ताक्षर प्रमाणित





उत्तर प्रदेश UTTAR PRADESH

FD 228171

INDEMNITY BOND CUM UNDERTAKING

THIS INDEMNITY BOND CUM UNDERTAKING is made at Gurugram (Haryana) on 13th thisth November 2019 by M/s Suncity Hi-Tech Projects Private Limited, (CIN No. U45201DL2005PTC143613), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at LGF-10, Vasant Square, Plot-A, Sector B, Pocket - V, Community Centre, VasantKunj, New Delhi - 110070 and its corporate office at Suncity Business Tower, Second Floor, Golf Course Road, Sector 54, Gurugram- 122002, Haryana and its PAN is AAJCS5668Q, represented by its authorized signatory Mr. Harender Kumar (Aadhaar No. 5126896466A) authorized vide board resolution dated (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest).

For GOLDEN GATEWAY
Partner

AND

[Signature]

[Signature]

[Signature]

[Signature]

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जनरल स्टाम्प विभागी 100
संख्या 35 दिनांक 13-11-13
उत्तर मा. उ. ब. प्र. वि. / पत्नी श्री. वि.
निवासी जिला मीरजापुर

अवधि मा. वि.
ला 0 नं 010 वर्ष-10-11
रजिस्ट्री कार्यालय, मधुरा



M/s BrijBhoomiInfratech LLP, a Limited liability partnership firm having its registered office at 2082-2083, Sainik Colony, Sector-49, Faridabad represented through its Authorized person **ShriGirdhariLalPathak** duly authorized by all the partners of the said Firm(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest)

AND

M/s BrijBhoomi Associates, a partnership firm having its principal office at Pathak House, 1974, Dempeir Nagar, Mathura, U.P., represented through its Authorized person **ShriGirdhariLalPathak** duly authorized by all the partners of the said Firm(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) **hereinafter jointly and collectively referred to as the ("Indemnifier/ FirstParty")** of the Party of the **FIRST PART.**

In Favour of

M/s Golden Gateway, a Partnership Firm registered under the provisions of the Limited Liability Partnership Act, 2008, having Registration no. 06-019-2019-00112 of 2019 dated 22th August, having its Head Office at H.No. 61, First Floor, Sector-21 D, Faridabad-121001 and Office at C-3, Suncity Anantam, Sector-2, Mauja Jait, NH-2, Near Krishan Lok, at Vrindavan District Mathura, U.P., represented through its Authorized person **Ashish Ahuja** R/o H.No. 61, First Floor, Sector-21 D, Faridabad-121001 duly authorized by all the partners of the said Firm(hereinafter referred to as **"Indemnified/Second Party"**, which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include their successor-in-interest, legal representatives, administrators and assigns) of the Party of the **SECOND PART**

The party of the First Part / Indemnifier and party of the Second Part / Indemnified shall hereinafter be jointly and collectively referred to as "Parties" and individually referred to as a "Party".

The First Party does hereby undertake and indemnify the Second Party as under:-

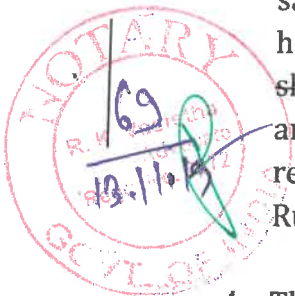
1. **M/s BrijBhoomiInfratech LLP** and **M/s BrijBhoomi Associates** is the joint owners of the land admeasuring **19.043** acres situated in the Village Jait, Tehsil and District Mathura (hereinafter referred to as the "Schedule Land") within the periphery of the Hi-Tech Project and entered into a Development Agreement dated 14.04.2016 with **M/s Suncity Hi-Tech Projects Private Limited** containing detailed terms and conditions for development of the

For GOLDEN GATEWAY
Partner

[Handwritten signatures and initials]

schedule land for Group Housing and Commercial purposes and for the said purpose seek necessary sanctions and approvals from the MVDA and / or any other authority in the State of Uttar Pradesh and thereafter carry out development of the schedule land in accordance with the sanctioned layout plan.

2. M/s BrijBhoomiInfratech LLP, has thereafter executed a sale deed in favour of Second Party **M/s Golden Gateway** for an area admeasuring **1.46 Acres (5913.7308 sq. mt.)**, consisting of C-3, Sector-2 MaujaJait, Tehsil and District Mathura duly registered with the office of Sub-Registrar Mathura vide registration No. 15484 dated 24-10-2019 for development and construction of **Commercial Project** over the subject land, (hereinafter referred to as the "**Said Land**").
3. After that the First Party and the Second Party have executed a Supplementary Agreement to the Development Agreement dated 14.04.2016 and agreed that That since the ownership of the said land has been changed from M/s BrijBhoomiInfratech LLP to M/s Golden Gateway the Second Party and therefore M/s Golden Gateway / the Second Party will shall be entitled to carry out the develop mentof the said land at its own cost and expenses to which the First Party has shall have no objection-over the same. The both the parties further agreed that requisite approvals for the development of the saidland stands in the name of M/s Suncity Hi-Tech Projects Private Limited, however the Internal Development Works pertaining to the saidland will ~~shall~~ now be done by the Second Party in its own name through its own funds and resources and second party will also shall also be entitled to apply for the registration under Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder in its own name.
4. The First Party has further stated that the responsibility of Internal Development works of the said land remain shall be-within the scope of the SecondParty but the External Development Works i.e. peripheral Infrastructure for supply of adequate water, electricity, sewerage disposal, storm water, rain water harvesting or any other facility or amenity as required by the competent authority outside the periphery of the saidland for Commercial Project will shall always remain within the scope of the M/s **Suncity Hi-Tech Projects Private Limited in terms of development agreement dated 14.04.2016**. That with respect to the aforesaid averments, the indemnifier shall always keep the Second Party indemnified, safe and harmless at all times against all or any losses, claims, charges, costs, penalties, damages, expenses and litigation which the Second Party may suffer on account of said external development works and construction over the Said Land by the indemnifier and in such eventuality, the Second Party will be



For GOLDEN GATEWAY

Partner

[Signatures]

rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from indemnifier, arising due to breach or violation of the statement given under this undertaking.

5. That the indemnifier shall always keep the Second Party indemnified, secured and harmless from all the third party claim(s) and against all such costs and consequences and all damages, arising on account of external development works and construction work and/or any non-compliance by the indemnifier.
6. That indemnifier hereby certify that the above facts are true and binding and in case of any misrepresentation, non-adherence, non-performance or negligence by the indemnifier then the Second Party will be rightfully entitled to realize all claims, charges, costs, penalties, damages, demands, expenses and losses from indemnifier or through its legal heirs, nominees, successors, assigns etc.
7. This Indemnity is given by me/us by our own free will and consent, without any pressure, undue influence or coercion in manner and in sound state of mind and good health. This Indemnity is irrevocable and the Indemnifier further undertakes to abide by it and indemnifies accordingly.

IN WITNESS WHEREOF, I/We, the executants have executed this Indemnity Bond-Cum-Undertaking on the day, month and year first above written in the presence of the witnesses:

WITNESSES:-

1. Ajay Choumal
Sect 52, Warisabad,
Mob. 7678695148 AJ
2. Rajendra Kumar
R2133 MITHAN LAKHAN
NEW TAZIM
9554128041 R

The Contents of the affidavit/documents read over and explained to Shri. सुनिधि इन्फार्म who is identified by राजेंद्र as oath attested today on 69 - 13/11/19 Sr. No. 50 has been registered at my Office and Charged fee 50

Rajendra Kumar
Notary Public, India

EXECUTANT(S)

Jushar
दीप कर्मा
Ramesh Kumar
Shim

For GOLDEN GATEWAY
Partner

श्री/श्रीमती सुनिधि इन्फार्म
द्वारा मेरे राजेंद्र के अधिकार पर सहस्र के अधिकार पर सहस्र के अधिकार पर सहस्र

हरताहर प्रमाणित

