



SARTHAK TYAGI
ADVOCATE
CHAMBER NO.-94
TEHSIL COMPOUND, GHAZIABAD
INDIA NON JUDICIAL

SUMIT BANSAL
LICENCE NO. 351
TEHSIL, GHAZIABAD

Government of Uttar Pradesh

Ty 14/20

e-Stamp

₹1,000

Certificate No.

IN-UP35520956763228U

Certificate Issued Date

04-Mar-2022 12:25 PM

Account Reference

NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB

Unique Doc. Reference

SUBIN-UPUP1407060461562784054882U

Purchased by

DEEPAK GAMBHIR

Description of Document

Article 19 Certificate or other Document

Property Description

PLOT NO.C-3KOYAL ENCLAVE YOJANA GHAZIABAD

Consideration Price (Rs.)

:

First Party

MESSERS OXY HEIGHTZ INFRA LLP

Second Party

DEEPAK GAMBHIR

Stamp Duty Paid By

DEEPAK GAMBHIR

Stamp Duty Amount(Rs.)

1,000

(One Thousand only)

₹1,000



सत्यमेव जपते Verified By

Registration Clerk
Ghaziabad

Deepti P.
Sub-Registrar
Ghaziabad

Please write or type below this line

IN-UP35520956763228U

Rajesh

Rajesh

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority.

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e-Stamp No-IN-UP35520956763228U, Amount-1,000/-

Date-04-03-2022

CONSORTIUM AGREEMENT

This Consortium Agreement is entered into on this 4th day of March 2022

BY AND BETWEEN

1. M/s OXY HEIGHTZ INFRA LLP (LLP No. AAY-5979) (PAN: AAHFO6197K), in Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 117, Shrestha Vihar, New Delhi, 110092 through its Partner Sh. Parveen Kumar Gupta (Aadhar Card: 2441-0338-7947; PAN: AAAPG5407F) S/o Late Sh. Lalita Prashad Gupta, (hereinafter referred to as the "FIRST PARTY" or the "LEAD MEMBER" which expression shall, unless repugnant to the context, include its successors, representatives, administrators, executors, nominees and assigns)

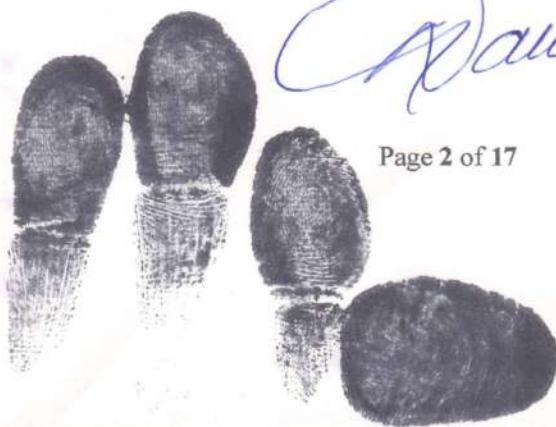
AND

2. SH. DEEPAK GAMBHIR (Aadhar Card: 5203-0647-5926, PAN: AAKPG2768D) S/o Late Sh. Padam Chand Gambhir R/o 6B/8, N.E.A. Old Rajender Nagar, Delhi – 110060 (hereinafter referred to as the "SECOND PARTY" or the "SECOND MEMBER" which expression shall, unless repugnant to the context, include his legal heirs, successors, representatives, administrators, executors, nominees and assigns)

WHEREAS:

- A. The SECOND PARTY is a designated partner in FIRST PARTY LLP.
- B. The FIRST PARTY has a team of experienced professionals having requisite experience in construction and development of large-scale commercial and housing projects.

Gupta



आवेदन सं: 202200739030015

भागीदारी विलेख

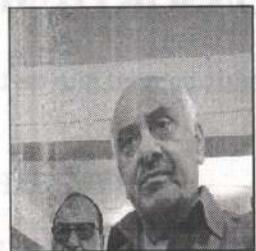
बही सं: 4

रजिस्ट्रेशन सं: 1420

वर्ष: 2022

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श्री दीपक गम्भीर,
पुत्र श्री स्व पदम चन्द गम्भीर
व्यवसाय : अन्य
निवासी: 6बी/8 एन ई ए ओल्ड राजेन्द्र नगर दिल्ली

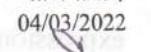


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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सुरेश चन्द्र भौम्य
उप निबंधक : सदर तृतीय
गाजियाबाद
04/03/2022



निबंधक लिपिक

प्रिंट करें



- C. The FIRST PARTY and SECOND PARTY have agreed to construct a commercial complex on the land bearing no. Plot No. C-3 situated at Koyal Enclave Yojana, Ghaziabad, Uttar Pradesh, India – 201005 (hereinafter the “Project Land”).
- D. The SECOND PARTY has agreed to appoint Sh. Parveen Kumar Gupta or his nominee as his special attorney for the purpose of carrying the objects of the present Agreement.
- E. The FIRST PARTY and SECOND PARTY have agreed forma Consortium on certain terms and conditions, keeping in view their respective strengths and expertise.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

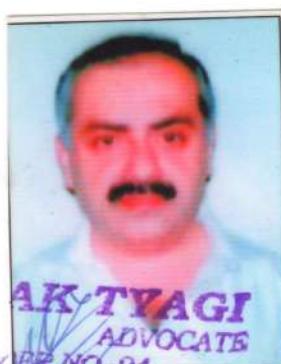
1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Capitalised terms used in this Agreement, unless the context otherwise requires, shall have the meanings as set out below:

- a) "Agreement" shall mean this Consortium Agreement, the recitals, annexures and schedules appended hereto, and any amendment made thereto from time to time.
- b) "Confidential Information" shall have the meaning as set out under Clause 10.
- c) "Effective Date" for this Agreement shall be the date of execution of this Agreement as first written above.
- d) "Escrow Account" shall mean the designated Account opened with any Scheduled Bank vide an Escrow Agreement to be executed among the FIRST PARTY, SECOND PARTY and such scheduled bank to be managed by the FIRST PARTY and SECOND PARTY as per the terms of the Escrow Agreement in consonance with the terms of this Consortium Agreement and such Escrow Account being mentioned in all the Allotment Letters to ensure all the collections of sale proceeds in the designated Escrow Account only.
- e) "Force Majeure Event" shall mean any default, including any failure or delay caused directly by: fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or

(Signature)



Page 3 of 17

आवेदन सं: 202200739030015

बही सं: 4

रजिस्ट्रेशन सं: 1420

वर्ष: 2022

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

भागीदार: 1

श्री दीपक गम्भीर, पुत्र श्री स्व पदम चन्द गम्भीर

निवासी: 6बी/8 एन ई ए ओल्ड राजेन्द्र नगर दिल्ली

व्यवसाय: अन्य

भागीदार: 2



श्री मैसर्स ओक्सी हेइटीज इन्फ्रा एल एल पी के द्वारा प्रवीन कुमार गुप्ता, पुत्र श्री स्व ललिता प्रसाद गुप्ता

निवासी: 117 श्रेष्ठ विहार नई दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री हंदेश अग्रवाल, पुत्र श्री रमेश चंद अग्रवाल

निवासी: 111 श्रेष्ठ विहार योजना विहार दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2

श्री यतेन्द्र कुमार गुप्ता, पुत्र श्री स्व ललिता प्रसाद गुप्ता

निवासी: ए-192 सुरजमल विहार दिल्ली

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुरेश घन्नमौर्य

उप निबंधक: सदर तृतीय
गाजियाबाद

निबंधक लिपिक

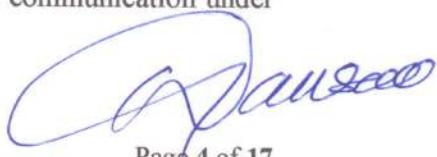
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representative of any such Government including, restrictive trade regulations, strikes, epidemic, pandemic, shutdowns, labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstance beyond the reasonable control of either Party;

- f) "Revenue" or "Sale Proceeds" includes all the sale consideration of the area comprised in the Commercial Project including basic sale price, preferential location charges, parking, any club membership or any additional charges by whatever name called, any incidental income from signage around the project, or any other consideration, fee or charge from prospective buyers of the Commercial Project excluding the taxes, maintenance charges, security deposits, brokerage/commissions payable to the brokers/property dealers/agents/channel partners towards procuring bookings/sale of the units of the project provided such commission/brokerage is subject to a maximum of 10% of sale consideration of respective unit, and any other statutory fee/deposits.
- g) "Term" shall have the meaning as set out under Clause 11.

1.2 Unless the context otherwise requires, this Agreement shall be construed as follows:

- a) Words using the singular or plural number also include the plural or singular number, respectively;
- b) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;
- c) The term "Recital", "Section", "Clause", "sub-Clause", "Schedule", "Attachment" and "Annexure" refers to the specified recital, section, clause, sub-clause, schedule, attachment and annexure, respectively, of this Agreement;
- d) Recitals shall form an integral part of this Agreement;
- e) Reference to a document or an instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- f) Where the day on or by which any thing is to be done is not a business day in the place that the thing is to be done, the thing is to be done on the next business day in that place;
- g) Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing;



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A circular seal with a double-line border. The outer ring contains the Chinese characters '中国农业科学院' (Chinese Academy of Agricultural Sciences) in a stylized, bold font. The inner circle contains the characters '中国科学院' (Chinese Academy of Sciences) in a similar font.



h) References in this Agreement to statutory/regulatory provisions shall be construed as references to those provisions as modified, replacement or re-enacted from time to time and to any subordinate legislation made under such provisions;

2 THE CONSORTIUM

2.1 The FIRST PARTY and SECOND PARTY do hereby constitute a consortium (the "Consortium") for the purposes of pooling their resources and experience to develop, construct, complete, market, sale and to do all ancillary and incidental activities for the entire saleable area, common area of a Commercial Complex including all commercial units, shops, offices, food court, cinema halls/multiplex, parking, internal and external development or any other area that may be finally sanctioned on the said Project Land(hereinafter collectively referred to as "Developed Units")

2.2 The parties hereby agree that the FIRST PARTY shall be the lead member of the Consortium and shall be solely responsible for all activities related to the Commercial Project.

3 REPRESENTATION AND WARRANTIES

3.1 FIRST PARTY hereby represents and warrants to SECOND PARTY that (which representation shall be repeated on each day during the term of this Agreement)

- a) It is duly registered/incorporated as per the provisions of applicable law and is competent to enter into the present Agreement through its Designated Partner Sh. Parveen Kumar Gupta.
- b) It has obtained all necessary corporate consents, authorizations, permission for the execution and performance of this Agreement.
- c) It has taken all action necessary to execute and deliver and to perform its obligations under this Agreement.
- d) It is in compliance of all applicable Laws.
- e) There are no judicial or administrative actions, proceedings or investigations pending or, threatened against it, which would have an adverse effect on its capacity to perform its obligations under this Agreement.



A circular seal with a decorative border containing the text 'गोप्यम् तत्त्वात्' (Gopya Tatvaat) in Devanagari script.

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f) It possesses necessary skills, knowledge, expertise, required capital, adequate and competent personnel, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of this Agreement.

3.2 SECOND PARTY hereby represents and warrants to FIRST PARTY that (which representation shall be repeated on each day during the term of this Agreement):

- a) That SECOND PARTY is willing to construct a commercial complex on the Project Land (land bearing no. Plot No. C-3 situated at Koyal Enclave Yojana, Ghaziabad, Uttar Pradesh, India – 201005) along with FIRST PARTY
- b) That the Project Land shall be free from all sorts of charges, liens, disputes, court injunction, prior sale, prior agreement to sell or any other encumbrance whatsoever and in the event any such encumbrance is found and/or notified, the SECOND PARTY as per its ownership shall immediately rectify the same at its own costs within fifteen days of its coming to notice. In case of default by the SECOND PARTY, the FIRST PARTY shall be entitled to get the encumbrance removed at the cost of the SECOND PARTY.
- c) He shall take all necessary steps, make all necessary payments and shall complete all necessary formalities to receive possession of the Project Land from the Ghaziabad Development Authority.
- d) He shall take all necessary steps to provide all necessary approvals to the FIRST PARTY as required for the subject matter of the present Agreement.
- e) He has the right and capacity to execute and deliver this Agreement and to perform his obligations under this Agreement.
- f) He is in compliance of all applicable Laws.
- g) There are no judicial or administrative actions, proceedings or investigations pending or threatened against him, which would have an adverse effect on his capacity to perform its obligations under this Agreement

4 COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE SECOND PARTY

4.1 The SECOND PARTY and shall make himself available and shall take all necessary steps to assist the FIRST PARTY to ensure that the FIRST PARTY is able to secure all necessary approvals/permissions/authorizations from all authorities.



staples. It is being prepared for the distribution of the new currency. The
Government has decided to issue the new currency on 1st January 1947. The
new currency will be issued in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.

The Government has also decided to issue the new currency in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.

The new currency will be issued in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.

The new currency will be issued in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.

The new currency will be issued in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.

The new currency will be issued in the following denominations:

Rs. 100/-, Rs. 50/-, Rs. 20/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-, Rs. 50/-, Rs. 25/-, Rs. 10/-, Rs. 5/-, Rs. 2/-, Rs. 1/-.



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- 4.2 The SECOND PARTY shall hand over all the documents related to Project Land, received from the GDA, or from any other person or authority to the FIRST PARTY.
- 4.3 The SECOND PARTY shall hand over the peaceful, vacant and physical possession of the Project Land within 10 days of receiving the possession of Project Land from GDA.
- 4.4 The SECOND PARTY does hereby for himself covenants with the FIRST PARTY to ratify and confirm all and whatever the FIRST PARTY may lawfully do or cause to be done by virtue of these presents in the matter as the acts of SECOND PARTY, as if done by the SECOND PARTY personally for all intents and purposes.

5. COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE FIRST PARTY

- 5.1 The FIRST PARTY shall ensure successful completion of the Commercial Project.
- 5.2 The FIRST PARTY shall bear the cost of the Commercial Project and shall ensure the availability of funds for its implementation.
- 5.3 The FIRST PARTY shall ensure the funds received in the Escrow Account are managed as per the provisions of the applicable laws.

6. RIGHTS OF THE FIRST PARTY

SECOND PARTY hereby agrees and grants following rights to the FIRST PARTY

- a) To enter into said Project Land and to do all such acts which may be required for the purpose of fulfilling its obligations as may be required for the successful implementation of the Commercial Project.
- b) To manage, control, look after and supervise the Project Land exclusively.
- c) To develop and carry out construction of the Commercial Project on the Project Land, to appoint architects and contractors, apply for building plans from the competent authorities, obtain completion certificate, apply for water, electric connections, etc. and to do all such acts and deeds in its name and on behalf of the Consortium.
- d) To market and enter into agreement to sell with respect to Developed Units in the Commercial Project before, during and after the development of the said Commercial Project.



has I found to consist entirely with the two former facts. ITALY, CHINA, and

YUGOSLAVIA will therefore receive each, according to their ultimate interests, to no lessening however the other advantages to be had that ITALY, CHINA, and

YUGOSLAVIA, in accordance with previous to April 1919, will, together with

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AT YUGOSLAVIA, will have the same as should be given every TRAVELERS and
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1918 April

- e) To enter into agreement to sell, accept applications, execute allotment agreements, issue allotment letters, etc. and accept money from the prospective buyers as consideration for the said Developed Units in the said Commercial Project and issue receipts and to do all such other and further acts which may be required to be done in this regard.
- f) To procure the building sanction plan alongwith all types of sanctions, permissions, licenses, permits, clearances etc. from the concerned local/municipal/state/central/statutory authority/real estate development authority and private persons/institutions required for peaceful construction of the Commercial Project on the Project Land which are required prior to or after the sanction of the Building Plans including fire, environment, pollution, mining, airport clearances, etc.
- g) To sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including power of attorney(ies)for the purposes of development/construction/marketing of the project including the submission to the Industrial Development Authority and /or any other Government or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the obtaining the building licenses and/or to carry out any modification or amendment therefore for obtaining controlled building material, if any, for providing electric installations, lifts and elevators, water and sewerage connections for the Commercial Project.
- h) To engage and employ the Architect or Architects of repute for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the Project at the cost of FIRST PARTY.
- i) To design, develop and market the Commercial Project in its own name and brand "Oxy Hi Street"
- j) To outsource the development and/or construction work, to short list the Contractor for civil, electrical, plumbing and other work and invite quotations/float tenders and to analyze all such quotations/tenders and award it to any person/contractor of its choice at the cost of FIRST PARTY.

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- k) To, exercise absolute and unfettered right and discretion with respect to the construction and marketing related activities of the project including but not limited to the choice of the vendors, suppliers, architects, consultants, advisors, contractors, sub-contractors, broker, property dealers etc. and the related costs.
- l) To make and ensure all statutory compliances and to take all such steps and execute/file all such documents which may be required for such compliances in its own name.
- m) To accept applications for booking, allot, agree to sell the Developed Units to prospective buyers at a price fixed by the FIRST PARTY at its sole discretion.
- n) To fix the terms of the allotment letters to be entered into with the prospective buyers.
- o) To terminate/cancel the bookings/allotments and take required legal steps in this regard as per the terms of the allotment letters.
- p) To collect the monies from the prospective buyers and deposit it in the designated Escrow Account for and on behalf of both the parties.
- q) To apply for and take steps for the purpose of getting the additional FAR approved on the Project Land.
- r) To appear and act on behalf of the SECOND PARTY before any authority and/or Court to reply to any letter or notice issued by any authority/company/firm/person for and on behalf of the SECOND PARTY, under its own signatures, for success of the Commercial Project in the interest of the Consortium.
- s) To execute, sign and institute any kind of suits, plaints, complaints, appeals, reviews, revisions, statements, agreements, writs, affidavits, applications, forms etc. in proper courts of law, authorities and offices pertaining to the Commercial Project and to conduct and take steps in all the proceedings, to compromise and compound the cases and also to withdraw the same under its own signatures for success of the Commercial Project in the interest of the Consortium.
- t) To give all necessary clarifications, representations, replies, applications, submit documents, take payments / claim amount, appear, pursue, follow up, etc. in respect and in relation to the above said matters.

(Signature)

(Signature)



- u) To pay house and other taxes to accept water, electricity, telephone bills etc. and to make payments against them with respect of the Project land and/or the Commercial Project.
- v) To deposit and receive money and grant receipts thereto.
- w) To appoint any number of further attorneys to carry out all or any specific purpose provided in the present Consortium Agreement which shall be irrevocable in nature.
- x) To manage the Escrow Account as per the terms of this Agreement for the purpose of collection of sale proceeds/revenues generated from the Commercial Project, give instructions to the escrow agent and to make such payments as per the terms of this Consortium Agreement and Escrow Agreement or in pursuance thereof.
- y) To generally do, execute and perform all such acts, deeds, matters and things whatsoever which the FIRST PARTY shall think necessary and proper for success of the Commercial Project in the interest of the Consortium and to do all acts, deeds and things in respect of the Commercial Project and Project Land which the SECOND PARTY could personally do.

7. INDEMNITY

- 7.1. The FIRST PARTY shall hold harmless and indemnify SECOND PARTY fully and without limit against all liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by SECOND PARTY directly or indirectly arising on account of failure by FIRST PARTY in implementation of the Commercial Project if the failure is due to the reasons solely attributable to the FIRST PARTY.
- 7.2. The FIRST PARTY shall co-operate fully in defending any claim/s by any local, state or central authority against SECOND PARTY with respect to any fines, and/or penalties etc. due and payable by the Consortium.

8. INDEPENDENCE

- 8.1. Notwithstanding the fact that the SECOND PARTY is a partner of the FIRST PARTY, this Agreement is on a principal-to-principal basis between the FIRST PARTY AND SECOND PARTY. Nothing contained in this Agreement shall be construed or deemed to create any association, or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

(Signature)

(Signature)
Page 10 of 17

To this place the said Indians did
not return but went to the village of
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To the said Indians the said Indians
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On the 20th day of January 1770, the
Indians of the said country did not return
but went to the village of the Indians of the
said country.

On the 20th day of January 1770, the
Indians of the said country did not return
but went to the village of the Indians of the
said country.

On the 20th day of January 1770, the
Indians of the said country did not return
but went to the village of the Indians of the
said country.

On the 20th day of January 1770, the
Indians of the said country did not return
but went to the village of the Indians of the
said country.



140

8.2. The final sale deed towards the Developed Units shall be executed by the FIRST PARTY only after grant of Completion Certificate by the Competent Authority and subject to the share of the SECOND PARTY transferred to the account of the SECOND PARTY through the escrow mechanism with respect to specific Developed Unit for which the sale deed is to be executed. The permission of entry and possession to carry out works granted by SECOND PARTY to FIRST PARTY in terms of the present Agreement shall not in any way signify any legal possession for the purposes of transfer of ownership under the Transfer of Property Act, as the absolute and entire ownership of the land remains with the SECOND PARTY which is only to be transferred in favour of prospective buyers by way of transfer of undivided share in the land on execution of respective sale deed in their favour by the FIRST PARTY as the authorised General Attorney of the SECOND PARTY as per law subject to covenants and conditions hereinbefore. It is however specifically agreed by and between the parties that after the grant of the completion certificate by the concerned authority the SECOND PARTY shall be entitled and shall have the right to transfer the Developed Units to the prospective buyers of the said units subject to the condition that the proportionate consideration amount of the said unit has been transferred to the SECOND PARTY through the said escrow mechanism.

9. CONFIDENTIALITY

9.1 Parties recognise that in the course of the transactions envisaged by this Agreement, they may be privy to information (whether or not the information is marked or designated as "confidential" or "proprietary" including personal data/information and sensitive personal data/information) and all derivatives from the same, relating to the other Party, its affiliates, its businesses, its customers, its clients including legal, financial, technical, commercial, marketing business related records, data, documents, reports, products, services, client information, policies, the terms of this Agreement and the details of the negotiations between the Parties (the "Confidential Information"). The Parties agree that they shall:

- a) keep secure all the Confidential Information and other materials provided any Party ("Disclosing Party") to the other Party ("Receiving Party") strictly confidential and shall not, without the prior written consent of Disclosing Party, divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes of performance of its duties under this Agreement;

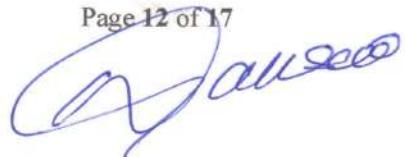
- b) ensure to isolate and clearly identify Disclosing Party's Confidential Information and protect the confidentiality;
- c) take all steps as may be required to protect the integrity of the Confidential Information and to ensure against any unauthorised disclosure thereof and ensure that sufficient technical and organizational security measures are adopted for protection of the Confidential Information, including such measures to protect the Confidential Information from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction;
- d) where the Receiving Party is expressly permitted in writing by Disclosing Party to retain any Confidential Information for the purpose of providing the Services, the Receiving Party shall ensure that such Confidential Information is isolated and clearly defined as Disclosing Party's Confidential Information and the Receiving Party shall build strong safeguards to ensure there is no comingling of other information, documents, records and/or assets with Disclosing Party's Confidential Information;
- e) promptly inform Disclosing Party of any potential or accidental disclosure of the Confidential Information and take all steps, together with Disclosing Party, to retrieve and protect the said Confidential Information;
- f) ensure that there is no breach of security or leakage of Confidential Information. In the event of any breach of security and leakage of Confidential Information, the Receiving Party shall immediately notify Disclosing Party.
- g) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorised manner to the exclusion of Disclosing Party.

9.2 The obligations contained in this Clause shall not apply to any part of the Confidential Information in the case where that part of the Confidential Information is required to be disclosed pursuant to any statutory provisions or court order. The Receiving Party when subject to such disclosure shall unless prohibited by any statute / court order, promptly notify Disclosing Party of such requirement with a view to providing the opportunity for Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure.

9.3 The obligations contained in this Clause shall continue to apply after the termination or expiry of this Agreement.



Page 12 of 17



9.4 The Receiving Party shall, on written demand of Disclosing Party, immediately return Confidential Information together with any copies in its possession.

9.5 The Parties acknowledge that in the event of any breach or threatened breach of this Clause by any Party/their Personnel, monetary damages may not be an adequate remedy, and therefore, Disclosing Party shall be entitled to injunctive relief to restrain the Receiving Party/ it's Personnel from any such breach, actual or threatened.

10 REVENUE SHARING

It is hereby agreed between the parties that the SECOND PARTY shall be entitled to 31% of the revenue/sale proceeds and the FIRST PARTY shall be entitled to the 69% of the revenue/sale proceeds.

11 TERM

The Term of this Agreement shall be till the sale and transfer of all Developed Units to the prospective buyers, or such extended period as may be mutually agreed between the Parties in writing.

12 TERMINATION

12.1 Any failure or delay by either Party, in the performance of its obligations pursuant to this Agreement shall not be deemed a default of this Agreement or a ground for termination hereunder (except as provided in this Clause) provided and to the extent that such failure or delay was caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of a Force Majeure Event.

12.2 Notwithstanding anything herein contained, either Party shall have a right to terminate this Agreement with immediate effect without assigning any reason whatsoever thereto, if at any time during the Term of this Agreement, the other Party becomes insolvent or is subject to liquidation and/or bankruptcy proceedings.

12.3 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict, nor shall they preclude any party from pursuing such further and other legal actions against the other party for any material breach or non-compliance of the terms of this Agreement.

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Page 13 of 17

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13 MISCELLANEOUS

13.1 Notices

Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, by post, or by email to the recipient at the below address.

FIRST PARTY	SECOND PARTY
M/s OXY HEIGHTZ INFRA LLP Address: 117, Shrestha Vihar, New Delhi, 110092 Email:	SH. DEEPAK GAMBHIR Address: 6B/8, N.E.A. Old Rajender Nagar, Delhi – 110060 Email:

Any such notice, demand or communication shall be in English and shall, if given by email / Post/Courier be deemed to have been served at the time it is handed over (in case of post/courier) or at the time, the email is delivered (in case of email).

In proving the above, it shall be sufficient to show that the envelope containing the letter was correctly addressed and handed over by courier/postal service or personal delivery respectively.

13.2 Severance.

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavours to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

The Parties hereto agree that this Agreement is subject to applicable Laws and would be modified / discontinued based on the prevailing Law.

13.3 Waiver

No waiver of any provision of this Agreement nor consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any

(Signature)

(Signature)

blue has own life. I suppose it's because it's the most common colour in the world.



que lo tienen en su poder, y que no se ha podido recuperar.

right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges. The rights, powers, and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the Parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other Parties to any other or further action in any circumstances without notice or demand.

13.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

13.5 Amendments

No modification, amendment, novation, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

13.6 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in East Delhi District of NCT of Delhi.

13.7 Disputes Resolution

- a) In the event of any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either Party, of the Parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation within 30 (thirty) days of initiating such negotiation.
- b) In case the dispute or differences are not settled amicably as provided in above, the dispute / differences shall be referred to a single Arbitrator mutually appointed by the Parties and the award made in pursuance thereof shall be final and binding on the Parties.
- c) The arbitration proceedings shall be governed in by the Arbitration and Conciliation Act, 1996, or as may be amended or replaced from time to time. The arbitration shall be conducted in English language and the venue of such Arbitration shall be in East Delhi District of NCT of Delhi.



Page 15 of 17



d) The costs incurred for the purpose of resolution of disputes by way of arbitration shall be borne equally by the Parties.

13.8 Further Assurance

Each of the Parties hereto shall co-operate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

13.9 Costs

Each of the Parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation, and execution of this Agreement.

13.10 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

13.11 Survival

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal at the day, month and year first herein above written.

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named FIRST PARTY

Through its Designated Partner

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named SECOND PARTY

Through _____

Bupta



Page 16 of 17

काशी विश्वविद्यालय के अधिकारी द्वारा दिया गया अधिकारी का नाम
काशी विश्वविद्यालय के अधिकारी द्वारा दिया गया अधिकारी का नाम



OXY HEIGHTZ INFRA LLP

117, Shreshtha Vihar, Delhi-110092

BOARD RESOLUTION

Certified true Copy of the Board Resolution passed on Dated. 23/02/2022, in the Meeting of Board of Directors/Partners of M/s OXY HEIGHTZ INFRA LLP located at 117, Shreshtha Vihar, Delhi-110092 for Execution of Consortium Agreement.

Resolved That Mr. Deepak Gambhir (Partner), Mr. Vaibhav Gupta (Partner) and Mr. Manik Aggarwal (Parther) of the LLP be and hereby is authorized to Mr. Parveen Kumar Gupta (Partner) to Sign all necessary documents for Execution of Consortium Agreement on our behalf.

In short, he is fully authorized to do all as our attorney to act in our name and on behalf of the said company/Firm/LLP, to do all, each and everything requisite for the above purpose concerning

For OXY HEIGHTZ INFRA LLP

For OXY HEIGHTZ INFRA LLP For OXY HEIGHTZ INFRA LLP For OXY HEIGHTZ INFRA LLP



(Partner)
Deepak Gambhir



(Partner)
Parveen Kumar Gupta



(Partner)
Vaibhav Gupta



(Partner)
Manik Aggarwal

-----Certified True Copy-----







भारत सरकार



भारत सरकार
Government of India

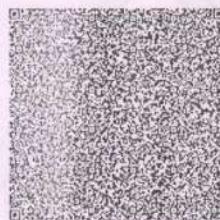
भारतीय विशेष पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0652/10767/37972

Download Date: 01/10/2021

To
प्रवीण कुमार गुप्ता
Parveen Kumar Gupta
C/O Lalita Prasad Gupta
House no - A-191
Opp crossiver mall
Surajmal Vihar
Surajmal Vihar
Laxmi Nagar
East Delhi Delhi - 110092
9311537833

Issue Date: 13/01/2020



आपका आधार क्रमांक / Your Aadhaar No. :

2441 0338 7947

VID : 9165 8089 6596 6634

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



प्रवीण कुमार गुप्ता
Parveen Kumar Gupta
जन्म तिथि/DOB: 08/06/1968
पुरुष/ MALE

Download Date: 01/10/2021

Issue Date: 13/01/2020

2441 0338 7947

VID : 9165 8089 6596 6634

मेरा आधार, मेरी पहचान

(R. Gupta)



भारत सरकार
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AADHAAR

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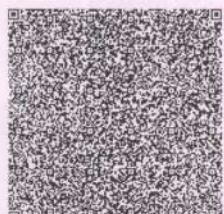
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पता:
C/O ललिता प्रसाद गुप्ता, हाउस न - ए-191, ओप्प क्रॉसर मॉल, सूरजमल विहार, सूरजमल विहार, पूर्वी दिल्ली - 110092

Address:
C/O Lalita Prasad Gupta, House no - A-191,
Opp crossiver mall, Surajmal Vihar, Surajmal
Vihar, East Delhi,
Delhi - 110092



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAHFO6197K

नाम / Name OXY HEIGHTZ INFRA LIMITED LIABILITY PARTNERSHIP

निर्गमन/गठन की तारीख
Date of Incorporation / Formation 14/09/2021



- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card".

Cut



इस कार्ड के खोने/पते पर कृपया सुचित करें/लौटाएं:
आयकर पैन सेवा इकाई, एन एस आर एस
5 वी मॉर्जल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)



Some Q&A's related to your child's placement. We would like to place before you all the possible Q&A's which may arise during the placement process. We hope that these Q&A's will help you in understanding the placement process better.

149

आयकर विभाग

INCOME TAX DEPARTMENT

DEEPAK GAMBHIR

PADAM CHAND GAMBHIR

भारत सरकार
GOVT OF INDIA



01/07/1956

Permanent Account Number

AAKPG276BD

Deependra
Signature





भारत सरकार
GOVERNMENT OF INDIA



दीपक गम्भीर
Deepak Gambhir
DoB: 01/07/1956
MALE

5203 0647 5926

Mera Aadhaar, Meri Pehchaan



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O पदम चंद गम्भीर, ६बी/८,
एन.ई.ए, ओल्ड राजिंदर नगर,
दिल्ली, राजेंदर नगर, सेंट्रल
दिल्ली, दिल्ली, 110060

S/O Padam Chand
Gambhir, 6B/8, N.E.A, OLD
RAJINDER NAGAR, Delhi,
Rajender Nagar, Central
Delhi, Delhi, 110060

5203 0647 5926

Mera Aadhaar, Meri Pehchaan

Adhaar





भारत सरकार
मानव विकास
मंत्रालय



भारत सरकार Government of India

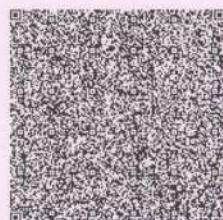
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नामांकन क्रम/ Enrolment No.: 0000/00439/03801

Download Date: 30/08/2021

To
यतेन्द्र कुमार गुप्ता
Yatender Kumar Gupta
C/O
A-192
BLOCK A
SURAJMAL VIHAR
NEAR YAMUNA SPORTS COMPLEX
NEW DELHI
East Delhi Delhi - 110092
9810036133

Issue Date: 14/08/2017



आपका आधार क्रमांक / Your Aadhaar No. :

7854 0307 5300
VID : 9149 9232 0508 6720

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



यतेन्द्र कुमार गुप्ता
Yatender Kumar Gupta
जन्म तिथि/DOB: 30/12/1965
पुरुष/ MALE

Download Date: 30/08/2021

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VID : 9149 9232 0508 6720

मेरा आधार, मेरी पहचान

Issue Date: 14/08/2017



Government of India



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- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

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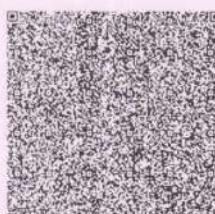
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पता:
C/O. ए-१९२, ब्लॉक ए, समीप यमुना स्पोर्ट्स
कॉम्प्लेक्स, सुरजमल विहार, न्यू दिल्ली, ईस्ट दिल्ली,
दिल्ली - 110092

Address:
C/O, A-192, BLOCK A, NEAR YAMUNA
SPORTS COMPLEX, SURAJMAL VIHAR,
NEW DELHI, East Delhi,
Delhi - 110092







भारत सरकार



भारत सरकार
Government of India

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Unique Identification Authority of India

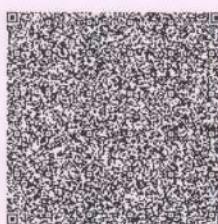
नामांकन क्रम/ Enrolment No.: 0000/00627/78252

To
हिरेश अग्रवाल
Hiradesh Aggarwal
C/O Ramesh Chand Agarwal
111
Shreshtha Vihar
Yozna Vihar
Laxmi Nagar
East Delhi Delhi - 110092
9810083483

Download Date: 16/09/2020

Issue Date: 21/02/2020

Signature Not Verified
Digital Signature of
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA 04
Date: 2020/02/21 16:34:17
GST



आपका आधार क्रमांक / Your Aadhaar No. :

4429 3949 2684

VID : 9173 5620 0384 0091

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



हिरेश अग्रवाल
Hiradesh Aggarwal
जन्म तिथि/DOB: 10/10/1964
पुरुष/ MALE

Download Date: 16/09/2020

4429 3949 2684

VID : 9173 5620 0384 0091

मेरा आधार, मेरी पहचान

Issue Date: 21/02/2020



Government of India



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- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

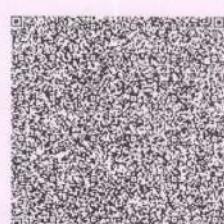
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

आरतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:
रमेश चंद अग्रवाल, 111, श्रेष्ठा विहार, योजना विहार, ईस्ट
दिल्ली - 110092

Address:
C/O Ramesh Chand Agarwal, 111, Shreshtha
Vihar, Yozna Vihar, East Delhi,
Delhi - 110092



4429 3949 2684

VID : 9173 5620 0384 0091

1947 | help@uidai.gov.in | www.uidai.gov.in

मेरा आधार, मेरी पहचान



Witness : 1. Mr. Hirdesh Aggarwal
S/o Sh. Ramesh Chand Agarwal
R/o 111 Shereshta Vihar, Yozna Vihar
Laxmi Nagar, East Delhi-110092
(Aadhaar No-4429 3949 2684)

R. Agarwal



2. Mr. Yatender Kumar Gupta
S/o Late Sh. Lalita Prasad Gupta
R/o A-192, Block-A, Surajmal Vihar
Near Yamuna Sports Complex, New Delhi
East Delhi
(Aadhaar No-7854 0307 5300)

Y. Gupta



Dated : 04-03-2022 Drafted By **SARTHAK TYAGI (ADVOCATE) & Vinod**
Saxena (Document Writer) Ch.No.94, Tehsil Compound Ghaziabad
CHAMBER NO. 94
TEHSIL COMPOUND, GHAZIABAD
M. No. 8447236886, 9810437721

आवेदन सं: 202200739030015

बही संख्या 4 जिल्द संख्या 1748 के पृष्ठ 141 से 220 तक क्रमांक 1420 पर दिनांक 04/03/2022 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुरेश चन्द्र मौर्य
उप निबंधक : सदर तृतीय
गाजियाबाद
04/03/2022

प्रिंट करें





सत्यमेव जयते

Comm. Plot No- 03 Koyal Enclave

4136
INDIA NON JUDICIAL

RAJ KUMAR GUPTA
LICENSE NO. 11
SHSIL, GHAZIABAD

e-Stamp



Certificate No. : IN-UP99233816491249U
 Certificate Issued Date : 24-May-2022 06:25 PM
 Account Reference : NEWIMPACC (SV)/ up14000304/ GHAZIABAD/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUP1400030489886428554639U
 Purchased by : DEEPAK GAMBHIR
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : COMMERCIAL PLOT NO.C-3 KOYAL ENCLAVE YOJANA
 GHAZIABAD U.P. INDIA
 Consideration Price (Rs.) :
 First Party : GHAZIABAD DEVELOPMENT AUTHORITY
 Second Party : DEEPAK GAMBHIR
 Stamp Duty Paid By : DEEPAK GAMBHIR
 Stamp Duty Amount(Rs.) : 1,79,89,500
 (One Crore Seventy Nine Lakh Eighty Nine Thousand Five Hundred
 only)

Stamp
1,79,89,500/-

PREPARED BY ME

ANKUR KUMAR RANA



Verified By

 Registration Clerk
 Ghaziabad

Locked By

Substristrar-III
 Ghaziabad



Please write or type below this line

Agreement to Sale

दीनानाथ
अनुराधिव
गाप विव प्रा

0000983689

Statutory Alerts

- The above document is valid only if the e-Stamp is printed at the bottom of the document. If the e-Stamp is not present, the document is invalid.
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दीनानाथ
अनुराधिव
गाँव विं प्राप

GHAZIABAD DEVELOPMENT AUTHORITY

AGREEMENT TO SALE

This agreement to sale is executed on 25-05-2022, between Ghaziabad development authority a body created provision of the U.P. urban planning and development act, 1973 hereinafter called authority (which expression shall unless the context does not admit includes its successors and assignees) through its AUTHORISED SIGNATORY-

..... FIRST PARTY

AND

Mr. Deepak Gambhir S/O Mr. Padam Chand Gambhir R/O 117, Shreshtha Vihar, Delhi-110092 though which expression shall unless the context does not admit includes his heirs, successors, executors, administrators and permitted assignees of the other part-

..... SECOND PARTY

That the first party advertised and published a allotment of multipurpose plots and residential flats through tender-cum-auction for the Commercial plot no- C-3 Koyal Enclave measuring area 5994.08 sq.mtrs. the second party submitted the bid in the same and allotment the area 5994.08 sq.mtrs. the boundaries of which is mentioned in the end of this deed & site plan is attached with this deed. The FAR & ground coverage as mentioned in the booklet is permissible.

दीनानाथ
अनुराधिव
गाँव विं प्राप

आवेदन सं: 202200739074541

विक्रय अनुबंध विलेख (कच्चा)

बही सं: 1

रजिस्ट्रेशन सं: 4136

वर्ष: 2022

प्रतिफल- 256987788 स्टाम्प शुल्क- 17989500 बाजारी मूल्य- 256987800 पंजीकरण शुल्क- 2569900 प्रतिलिपिकरण शुल्क- 80 योग: 2569980

श्री दीपक गम्भीर,
पुत्र श्री पदम चन्द गम्भीर
व्यवसाय: अन्य
निवासी: 117 श्रेष्ठ विहार दिल्ली




ने यह लेखपत्र इस कार्यालय में दिनांक 27/05/2022 एवं 03:47:32 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


 सुरेश चन्द्र गीर्य
 उप निबंधक: सदर तृतीय
 गाजियाबाद
 27/05/2022


 निबंधक लिपिक
 27/05/2022

प्रिंट करें



That the second party participated in the tender-cum-auction held on 29.10.2021 along with other applicants and were the highest bidder having bid for Rs. 34,800.00 per sq.mtrs. Which is accepted by the vice chairman on 18.11.2021 and the allotment letter no. 1827/comm.anu./2021 dated 25.11.2021 was issued in the favour of the second party. The total premium of the plot including 12% lease rent & free hold charge and 10% Corner charges i.e Rs. 25,69,87,788.00(Twenty Five crore Sixty Nine Lack Eighty Seven Thousand Seven hundred Eighty Eight Only).

The first party acknowledge the receipt of 25% of the total premium including 12% lease rent & free hold charge and corner charge i.e Rs. 6,42,46,947.00 (Six Crore Fourty Two Lack Fourty Six Thousand Nine Hundred Fourty Seven Hundred) and the balance 75% of the total premium charge i.e Rs. 19,27,40,841.00 (Ninety crore Twenty Seven lack Fourty Thousand Eight Hundred Fourty One Only) will be payable in 14 half yearly installment along with 11% interest as mentioned in the payment schedule letter dated 25.11.2021 and the penal interest will be charged @ 14% P.A. on the balance amount for the delayed period.

NOW BOTH THE PARTIES AGREE AS UNDER:

- 1- The first party declares that Commercial plot no- C-3 Koyal Enclave measuring area 5994.08 sq.mtrs is free from all charges, liens and encumbrances and transferred to the second party through this deed.
- 2- The second party agree to pay the balance 75% of the total premium charge i.e Rs. 19,27,40,841.00 (Ninety crore Twenty Seven lack Fourty Thousand Eight Hundred Fourty One Only) will be payable in 14 half yearly installment alongwith 11% interest as mentioned will be charged @ 14 p.a. on the balance amount for the delayed period.
- 3- The peaceful vacant physical possession of the plot in question will be given after the execution of the deed.



दीनानाथ
अनुराधिव
३० दिसंप्रा०

बाही सं०: १

रजिस्ट्रेशन सं०: 4136

वर्ष: 2022

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

विक्रेता: १

श्री दीना नाथ के द्वारा अंकुर कुमार राणा, लिपिक

निवासी: गा वि प्रा गाजियाबाद



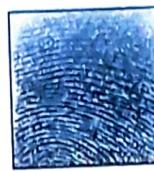
व्यवसाय: अन्य

क्रेता: १

श्री दीपक गम्भीर, पुत्र श्री पदम चन्द गम्भीर

निवासी: ११७ श्रेष्ठ विहार दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: १

श्री यतेन्द्र कुमार गुप्ता, पुत्र श्री स्व ललित प्रसाद गुप्ता

निवासी: ए-१९२ ब्लाक ए सरजमल विहार दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: २

श्री देवानंद वर्मा, पुत्र श्री जगवीर सिंह

निवासी: ग्राम बुदाना मोर्वीनगर गाजियाबाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सुरेश बन्द्रूमौर्य

उप निबंधक : सदर तृतीय

गाजियाबाद

27/05/2022

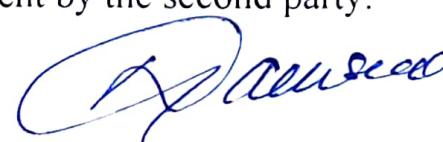


निबंधक लिपिक गाजियाबाद

27/05/2022

प्रिंट करें

- 4- If the compensation of the land in question is increased by the decision of the court of law, the second party to pay the proportionate amount of compensation to the first party.
- 5- The second party has paid stamp duty on the total premium of plot including lease rent and free hold charges as per the rules.
- 6- The second party shall complete the construction of the building in accordance with the plan approved by GDA as per condition of agreement and as per minimum specification prescribed by the Ghaziabad development authority.
- 7- The second party under take to construct the building in according to the approved plan.
- 8- The second party shall be liable to pay rates, taxes, charges, and assessment of every description in respect of apportioned plot/building whether assessed, charged or imposed on that plot or on the building construction.
- 9- Any money due to the GDA from the second party of the aforesaid property, shall be recoverable as arrears of land revenue from the second party.
- 10- If it is disclosed that the agreement to sale of the plot@property has been obtained by suppression of any fact or mis-statement or misrepresentation or fraud or if there is any breach of the conditions of the agreement to sale, the agreement to sale will be cancelled as also with the possession of the property and the building thereon will be taken over by the authority and the second party will not be entitled to any compensation whatsoever nor for refund of any premium paid by him.
- 11- Any unauthorized construction Made by the second party, is liable to be demolished in accordance with the rules/laws in force.
- 12- The water supply, sewerage, drainage and electricity lines as per specification and standard shall be provided upto the boundary of the property by GDA. The internal work shall be completed by the second party.
- 13- The sale deed shall be executed in the proforma prescribed by the authority. The first party shall execute the sale deed within one months from the date of payment by the second party.



जीवन साधन
अनुसारी विकास
नाम दिवं प्राप्त



ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(Stamp And Registration Department)

Government of Uttar Pradesh

Application Id: 202200739074541	Sub Registrar Office : सदर तृतीय, गाजियाबाद
Type of Document: विक्रय अनुबंध विलेख (कब्जा)	Unique Id:
Transaction No. : NIB220317682	Transaction Date: 26-05-2022
Assessment Year: : 2022-2023	Tax Period:: A
Name of Bank	NA
Depositor Name:	श्री दीपक गम्भीर
Depositor Address:	117 श्रेष्ठा विहार दिल्ली

Head	Description	Serial No	Amount (in Rs.)
003003104010000	For Property Registration	18	2569980
	Total of the above Heads	--	2569980

A SUM OF RS. 2569980 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON NA HAS BEEN DEPOSITED BY THE DEPOSITOR. THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS CPABRSPKQ7, Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPABRSPKQ7 for status of the deposit.





14- That the first party have right to cancellation, termination, forfeiture or re-entry on aforesaid grounds after the first party has service on the second party, a notice in writing and the violation has not been corrected by the second party within reasonable time.

15- That the terms and conditions given in the auction brochure and allotment letter dated 25.11.2021 shall be applicable.

16- In case, the cost of allotted property is more than rs. 50 lac, according to notification of income tax department, allottee will have to deposit due amount in account of Ghaziabad development authority after deduction of 1% TDS and deposit it in authority's permanent account number(PAN) XXXXXXXX X. TDS certificate is to be submitted in the office of authority.

17- That the second party will not sell any part of the property until and unless the dues of GDA first party is cleared. The first party has got first charge/ leavy on that said property.

18- Decision of the vice chairman, Ghaziabad development authority will be final and binding.

19- Details of Commercial plot no- C-3 Koyal Enclave measuring area 5994.08 sq.mtrs are boundaries of which are given below:

NORTH : OTHER PROPERTY / GH-2

SOUTH : 24 Meter Road

EAST : 45 Meter Road

WEST : OTHER PROPERTY / GH-3A

In witness the parties name above have signed this AGREEMENT TO SALE on...25.... the day of 05-2022 at Ghaziabad U.P.



२५
दीनानाथ
अनुरागच्छ
ग्राम दिव श्री



GHAZIABAD DEVELOPMENT AUTHORITY

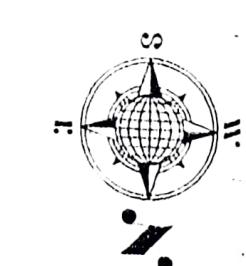
REVISED SITE PLAN OF COMMERCIAL PLOT C-3, AT KOYAL ENCLAVE SCHEME, LONI, GHAZIABAD

AREA SCHEDULE

COMMERCIAL (C-3) = 5994.08 Sqm.

GROUND COVERAGE - 50%
F.A.R. - 1.75

SITE PLAN HAS BEEN REVISED AS
PER MEETING ON DATED 26/08/2021



24 M WIDE ROAD

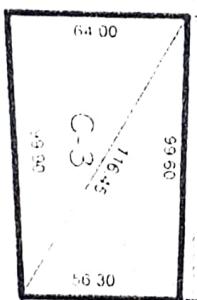
GH-3B

GH-3A

GH-2

24 M WIDE ROAD

12 M Wd. ROAD



45.00M WIDE MASTER PLAN ROAD

Ramsees

Dinesh

Om Singh

ASTT ENGR

EX ENGR

TP

SECRETARY

VICE CHAIRMAN



GHAZIABAD DEVELOPMENT AUTHORITY



दीनानाथ
अनुसारिव

गांव विं प्राप्त

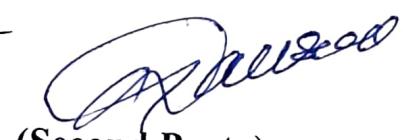
Witness No.1:-

YATENDER KUMAR GUPTA
890 Late Shri Lalita Prashant Singh
A-192 Sector 11 Lohar
Delhi-110092

(First Party)

Witness No.2:- ८९१-१५९८८

८९१-१५९८८
S. K. Jaiswal
गांव लूटा-र मोदीगांव



(Second Party)

आवेदन सं: 202200739074541

बही संख्या 1 जिल्द संख्या 16837 के पृष्ठ 25 से 46 तक क्रमांक 4136 पर
दिनांक 27/05/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुरेश चन्द्र मोर्य
उप निबंधक : सदर तृतीय
गाजियाबाद
27/05/2022





गाजियाबाद विकास प्राधिकरण

विकासपथ, गाजियाबाद
I.S.O.-9001-2000 एवं S.O.-14001-2004 प्रमाणित संस्था

पत्र सं0.....0446/व्यव0अनु0/2022

दिनांक 04/06/22

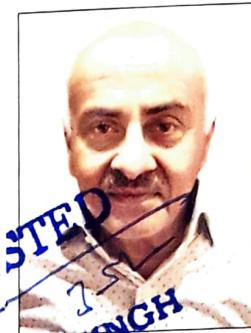
सेवा में

श्री दीपक गंभीर पुत्र श्री पदम चन्द गंभीर,
निवासी-117, श्रेष्ठ बिहार
दिल्ली

विषय:- व्यवसायिक भूखण्ड संख्या-सी0-3 कोयल एन्कलेव योजना गाजियाबाद के
कब्जा पत्र के सम्बन्ध में।

महोदय/महोदया,

आपको सूचित किया जाता है कि उपरोक्त भवन/भूखण्ड की निशानदेही/साप हतु दिनांक 1 एक माह
नियत की गई है। कृपया आप अपने लीज डीड/अनुबन्ध विलेख/विकलांग विलेख, साईट प्लान तथा अन्य
सम्बन्धित कागजात लेकर सम्बन्धित अवर अभियन्ता से सांयकाल 3 बजे से 5 बजे के बीच सम्पर्क स्थापित कर
समय आदि निश्चित कर लें। इस भूखण्ड का क्षेत्रफल 5994.08 वर्गमीटर है।



भवदीय,

W

प्रभारी व्यवसायिक

पत्र सं0...../व्यव0अनु0/2022

दिनांक.....

प्रतिलिपि:

सहायक अभियन्ता को सूचनार्थ तथा आवश्यक कार्यवाही हेतु कृपया प्लाट की निशान देही के बाद
आवश्यक भीमो भूखण्ड अनुभाग को रिकार्ड हेतु भिजवाने का कष्ट करें।

गवाह-नाम/पता व हस्ताक्षर सहित

(1) *YATENDER KUMAR GUPTA*
S/o Late Latika Prasad Gupta
A-192 Santhosh Colony, Delhi-110092

(2) *देवन-5935*
देवन-5935 जी उगबीर महेन्द्र
गांधी नगर गढ़

प्रभारी व्यवसायिक

ગાજિયાબાદ વિકાસ પ્રાધિકરણ, ગાજિયાબાદ

અધિકાર પરિવર્તન પ્રપત્ર

યોજના કા નામ — ક્રોનિક રૂલેન ચોલા

પ્લાટ સંખ્યા	પ્લાટ કી માપ	ક્ષેત્રફળ વર્ગગજ/વર્ગ મીટર	વિશેષ વિવરણ
2-3	ઉત્તર	૧૧.૧૦-૧૧.૬૦/૨ X ૬૪૦૦ + ૫૮૩૦ = ૫૯૯૪.૦૮ ગજ	
		૭૨૨૯.૩ સંઠ ૮૨૧-૨	
	દક્ષિણ	૨૬.૦૦ મી૦ ચોડી સંઠ	
	પૂર્વ	૧૨.૦૦ મી૦ + ૫૮૩૦ મી૦ ચોડી સંઠ	
	પશ્ચિમ	૭૨૨૯.૩ સંઠ ૮૨૧-૩	

મૈને ઉપરોક્ત પ્લાટ કા અધિકાર આજ દિનાંક 7-6-22 કો 4-00 બજે મધ્યાન્હ પૂર્વ/પશ્ચાત પ્રાપ્ત કર લિયા હૈ। પ્લાટ કી પૂર્ણ પટ્ટે મેં દરશાવી ગઈ/નાપ મેરે સામને કી ગઈ હૈ। જિસમે મૈં પૂર્ણત્વ સંતુષ્ટ હું।

અધિકાર દિયા ગયા

(અધિકાર પ્રદાન કર્તા કે હસ્તાક્ષર)

નામનાનુભવનોના
તથા પદ — અવાર અમિયન્તા

ગાજિયાબાદ વિકાસ પ્રાધિકરણ કી ઓર સે

દિનાંક — 7-6-22

અધિકાર પ્રાપ્ત કિયા

(અધિકાર પ્રાપ્ત કર્તા કે હસ્તાક્ષર)

નામ — શ્રી દીપક રંધ્રી

નામ — શ્રી દીપક રંધ્રી

પતા — ૧૧૭ લેટા વિઠાર

દિનાંક — ૮૫૮૮
7-6-22

મેરે સમસ્ક અધિકાર પ્રાપ્ત કિયા

ગવાહ

પ્રતિલિપિ સહાયક અમિયન્તા/સયુંક્ત સચિવ/વિશેષાધિકારી, ગાજિયાબાદ કો સુચનાર્થ એં કાર્યવાહી હેતુ।

દિનાંક — અવાર અમિયન્તા ।

સહાયક અમિયન્તા,
ગાજિયાબાદ વિકાસ પ્રાધિકરણ
ગાજિયાબાદ