



INDIA NON JUDICIAL
PRADEEP GUPTA
Advocate
Government of Uttar Pradesh



IN-UP57167497195334V

14, TEHSIL COMPOUND GHAZIABAD (U.P.)

(M) 9718239239, 9810345181

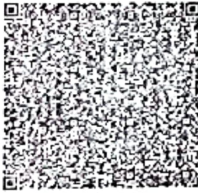
ANUJ KUMAR GARG
LICENCE No. 32
TEHSIL GHAZIABAD

Certificate No. : IN-UP57167497195334V
Certificate Issued Date : 30-Oct-2023 10:46 AM
Account Reference : NEWIMPACC (SV)/ up14010604/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1401060409998825370251V
Purchased by : DEEPAK GAMBHIR
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
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)

सत्यमेव जयते

LOCKED BY

S.R.D. 104
Ghaaziabad



₹1,000

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For OXY HEIGHTZ INFRA LLP

P Gupta
(Partner)

[Signature]

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Statutory Alert:

1. 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.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

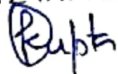
CONSORTIUM AGREEMENT

This Consortium Agreement is entered into on this 30th day of October 2023 at Shreshth Vihar, Delhi

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)**

For OXY HEIGHTZ INFRA LLP


(Partner)



अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 11674

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 120 योग : 220

श्री दीपक गम्भीर ,
पुत्र श्री पदम चन्द गम्भीर
व्यवसाय : अन्य
निवासी: 8बी/8 एन ई ए ओल्ड अरोजन्द्र नगर दिल्ली 110060



ने यह लेखपत्र इस कार्यालय में दिनांक 30/10/2023 एवं 04:24:35 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुख्य अधिकारी
उप निबंधक अंदर द्वितीय
गाजियाबाद
30/10/2023
भीम रतन .
निबंधक लिपिक
30/10/2023

प्रिंट करें



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 continues to be 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.
- C. The FIRST PARTY and SECOND PARTY had agreed to construct a commercial complex on the land bearing no. Plot No. C-3 situated at Koyal Enclave Yojna, Ghaziabad, Uttar Pradesh, India – 201005 (hereinafter the “Project Land”).
- D. The SECOND PARTY had appointed Sh. Parveen Kumar Gupta or his nominee as his special attorney for the purpose of carrying the objects of the present Agreement.
- E. The SECOND PARTY had received the possession of the Project Land from Ghaziabad Development Authority vide letter dated 07.06.2022 and had subsequently handed over the peaceful, vacant, and physical possession of the Project Land to the FIRST PARTY.
- F. The FIRST PARTY jointly with SECOND PARTY have got the building plans for the Commercial Project sanctioned from the Ghaziabad Development Authority vide letter dated 17.05.2023.
- G. The FIRST PARTY and SECOND PARTY formed a Consortium on certain terms and conditions, keeping in view their respective strengths and expertise, terms of which have been revised from time to time.

For OXY HEIGHTZ INFRA LLP


(Partner)



वही सं०: 1

रजिस्ट्रेशन सं०: 11674

वर्ष 2023

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

विक्रेता: 1

श्री मैसर्स ओवसी हाईटज इन्फ्रा एल०एल०पी० के द्वारा प्रवीन कुमार गुप्ता ,
पुत्र श्री ललिता प्रसाद गुप्ता

निवासी: 117 श्रेष्ठ विहार दिल्ली

व्यवसाय: अन्य

क्रेता: 1

[Handwritten Signature]



श्री दीपक गम्भीर, पुत्र श्री पदम चन्द गम्भीर

निवासी: 8वीं/8 एन ई ए ओल्ड अरोजन्द नगर दिल्ली 110060

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

[Handwritten Signature]



श्री यतेन्द्र कुमार गुप्ता, पुत्र श्री ललिता प्रसाद गुप्ता

निवासी: ए-192 ब्लॉक-ए समीप यमुना स्पोर्ट्स कॉम्प्लेक्स सूरजमल
विहार दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2

[Handwritten Signature]



श्री तनिष्क गुप्ता, पुत्र श्री यतेन्द्र कुमार गुप्ता

निवासी: ए-192 ब्लॉक ए नियर यमुना स्पोर्ट्स कॉम्प्लेक्स सूरजमल विहार
दिल्ली-110092

व्यवसाय: अन्य

[Handwritten Signature]



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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



मुख्यमंत्री

उप निबंधक, सदर द्वितीय
गाजियाबाद
30/10/2023

भीम रसन

निबंधक लिपिक गाजियाबाद
30/10/2023

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 amended 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 9.
- c) "Effective Date" for this Agreement shall be the date of execution of the original Consortium Agreement.
- 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 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;

For OXY HEIGHTZ INFRA LLP



(Partner)



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:

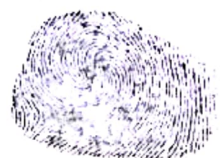
- a) Words using the singular or plural number also include the plural or singular number, respectively;
- b) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;
- c) The term "Recital", "Section", "Clause", "sub-Clause", "Schedule", "Attachment" 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 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;

For OXY HEIGHTZ INFRA LLP

Ruptha
(Partner)



Ruptha



- g) Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing;
- 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 had constituted 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 had agreed that the FIRST PARTY shall be the lead member of the Consortium and shall be solely responsible for all activities and liabilities related to the Commercial Project.

3 REPRESENTATION AND WARRANTIES

3.1 FIRST PARTY had represented and warranted 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.

For OXY HEIGHTZ INFRA LLP


(Partner)





- 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.
- 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 had represented and warranted 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 Yojna, Ghaziabad, Uttar Pradesh, India – 201005) along with FIRST PARTY .
- b) That the Project Land is and 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.

For OXY HEIGHTZ INFRA LLP


(Partner)



- 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 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 with respect to the Commercial Project.
- 4.2 The SECOND PARTY has handed over all the documents related to Project Land and shall continue to hand over all documents, received from the GDA, or from any other person or authority to the FIRST PARTY.
- 4.3 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.

For OXY HEIGHTZ INFRA LLP


(Partner)



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 had agreed and granted following irrevocable rights to the FIRST PARTY as per the terms of the original Consortium Agreement and the same continue to vest in 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.
- 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 along with 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.

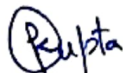
For OXV HEIGHTZ INFRA LLP


(Partner)

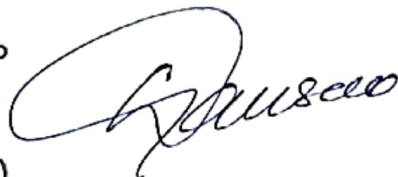


- g) To sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including power of attorney(ies) for the purposes of development/construction/marketing of the project including the submission to the Industrial Development Authority and /or any other 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.
- 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.

For OXY HEIGHTZ INFRA LLP

Rupa

(Partner)

Anurag

- 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, 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 abovesaid matters.
- 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.

For OXV HEIGHTZ INFRA LLP



(Partner)



- 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 AND THIRD-PARTY LIABILITY

- 7.1. The FIRST PARTY shall be solely liable for all claims against the Consortium or any member from any third party including but not limited to state government, central government, local authority, contractors, vendors, suppliers, customers, allottees, employees etc., arising out of any act of the Consortium or in relation to the implementation of the Commercial Project
- 7.2. 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.
- 7.3. The FIRST PARTY shall co-operate fully in defending such third-party claim against SECOND PARTY with respect to any claim, liabilities, fines, and/or penalties etc. due and payable by the Consortium.

For OXV HEIGHTZ INFRA LLP

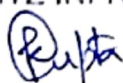

(Partner)



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.
- 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.

For OXV HEIGHTZ INFRA LLP


(Partner)



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;

For OXV HEIGHTZ INFRA LLP



(Partner)



- 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.

For OXV HEIGHTZ INFRA LLP


(Partner)



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/ its 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 RETROSPECTIVE EFFECT

The Parties have explicitly agreed that this Agreement shall be deemed to be continuation of the original Consortium Agreement dated 04.03.2022 and the provisions amended, added, or revised herein shall be deemed to have retrospective effect from 04.03.2022.

For OXY HEIGHTZ INFRA LLP



(Partner)



13 TERMINATION

- 13.1 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.
- 13.2 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.
- 13.3 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.

For OXV HEIGHTZ INFRA LLP


(Partner)



14 MISCELLANEOUS

14.1 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.

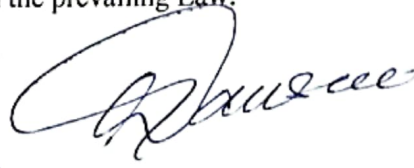
14.2 Severance

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.

For OXY HEIGHTZ INFRA LLP


(Partner)



14.3 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 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.

14.4 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.

14.5 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.

14.6 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 Shahdara District of NCT of Delhi.

For OXV HEIGHTZ INFRA LLP


(Partner)



14.7 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 Shahdara District of NCT of Delhi.
- d) The costs incurred for the purpose of resolution of disputes by way of arbitration shall be borne equally by the Parties.

14.8 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.

14.9 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.

For OXV HEIGHTZ INFRA LLP


(Partner)





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

नाम / Name

OXY HEIGHTZ INFRA LIMITED LIABILITY PARTNERSHIP

निगमन/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. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ 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". संपन्न पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAHFO6197K

नाम / Name
OXY HEIGHTZ INFRA LIMITED LIABILITY
PARTNERSHIP

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



इस कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें:

आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, 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](#)

Rupita


 भारत सरकार
GOVERNMENT OF INDIA

 पवीण कुमार गुप्ता
Parveen Kumar Gupta

जन्म वर्ष / Year of Birth : 1968
पुरुष / Male

2441 0338 7947 

आधार — आम आदमी का अधिकार

 भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता :
S/O लालता प्रसाद गुप्ता
ए-191
विपरीत क्रॉसरिवर मॉल
सूरजमल विहार, दिल्ली
ईस्ट दिल्ली, दिल्ली, 110092

Address :
S/O Lalita Prasad Gupta
A-191
OPP CROSSRIVER MALL
SURAJMAL VIHAR, DELHI
East Delhi, Delhi, 110092

Aadhaar - Aam Aadmi Ka Adhikaar

Pr Gupta

आयकर विभाग
INCOME TAX DEPARTMENT
DEEPAK GAMBHIR



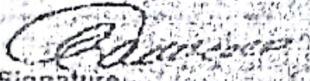
भारत सरकार
GOVT. OF INDIA

PADAM CHAND GAMBHIR

01/07/1956

Permanent Account Number

AAKPG2768D


Signature



1403209





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


भारत सरकार
Government of India



यलेंद्र कुमार गुप्ता
Yalender Kumar Gupta
जन्म तिथि/DOB: 30/12/1965
पुरुष/ MALE



7854 0307 5300


मेरा आधार, मेरी पहचान





भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
C/O, ए-१९२, ब्लॉक ए, 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



7854 0307 5300





भारत सरकार



आधार

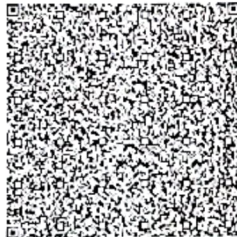
भारत सरकार
Government of Indiaभारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0652/10767/00363

To
तनिक गुप्ता
Tanishq Gupta
S/O Yatender Kumar Gupta
A-192
NEAR YAMUNA SPORTS COMPLEX
SURAJMAL VIHAR
SURAJMAL VIHAR
East Delhi Delhi - 110092
9953239955

Signature valid

Digitally signed by
Tanishq Gupta
DN: cn=Tanishq Gupta, o=UIDAI, ou=Unique Identification Authority of India, email=tanishq.gupta@uidai.gov.in, c=IN



आपका आधार क्रमांक / Your Aadhaar No. :

8982 5197 0761

VID : 9179 5283 8540 2368

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

तनिक गुप्ता
Tanishq Gupta
जन्म तिथि/DOB: 23/03/2000
पुरुष/ MALE

8982 5197 0761

VID : 9179 5283 8540 2368

मेरा आधार, मेरी पहचान



Government of India



AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- 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।

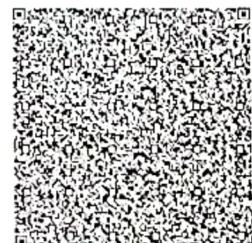
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O यतेंद्र कुमार गुप्ता, ए-१९२, समीप यमुना स्पोर्ट्स
कम्प्लेक्स, सुरजमल विहार, सुरजमल विहार, ईस्ट देहली,
देहली - 110092

Address:
S/O Yatender Kumar Gupta, A-192, NEAR
YAMUNA SPORTS COMPLEX, SURAJMAL
VIHAR, SURAJMAL VIHAR, East Delhi,
Delhi - 110092

Download Date: 11/11/2022



8982 5197 0761

VID : 9179 5283 8540 2368

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help@uidai.gov.in

www.uidai.gov.in

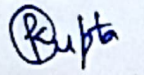
14.10 Counterparts

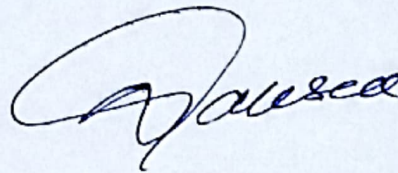
This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall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

14.11 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.

For OXY HEIGHTZ INFRA LLP


(Partner)



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.

WITNESS:

1. YATENDER KUMAR GUPTA
S/O LATE SH. LALITA PRASAD GUPTA
R/O A-192, BLOCK-A, NEAR YAMUNA SPORTS COMPLEX,
SURAJ MAL VIHAR DELHI-110092
2. TANISHQ GUPTA S/O YATENDER KUMAR GUPTA
R/O A-192, BLOCK-A, NEAR YAMUNA SPORTS COMPLEX,
SURAJ MAL VIHAR DELHI-110092

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named FIRST PARTY For OXY HEIGHTZ INFRA LLP


(Partner)

Through its Designated Partner Sh. Parveen Kumar Gupta

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named SECOND PARTY

(Deepak Gambhir)

PRADEEP GUPTA
ADVOCATE
14, TEHSIL COMPOUND CHAZIASAD (U.P.)
(M) 9718239239, 9810345181

आवेदन सं०: 202300739084865

वही संख्या 1 जिल्द संख्या 20924 के पृष्ठ 227 से 276 तक क्रमांक 11674 पर दिनांक 30/10/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह

उप निबंधक : सहायक द्वितीय

गाजियाबाद

30/10/2023

प्रिंट करें

