

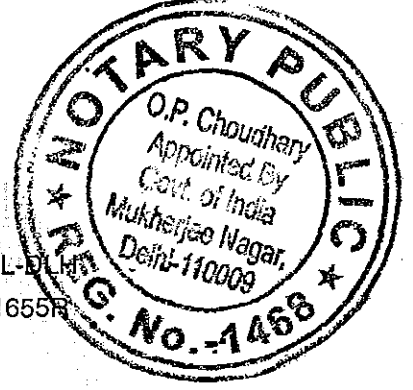


सत्यमेव जयते

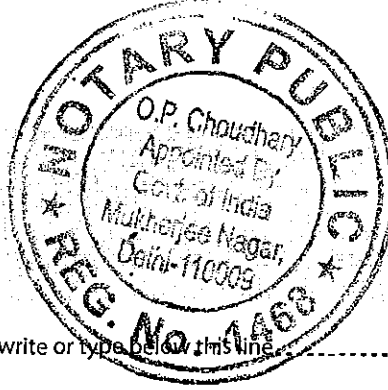
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp



Certificate No. : IN-DL95973602889702R
Certificate Issued Date : 13-Dec-2019 03:24 PM
Account Reference : IMPACC (IV)/ di799203/ DELHI/ DL-DL
Unique Doc. Reference : SUBIN-DLDL79920301535097981655R
Purchased by : JITENDER ARORA
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : MANISH AGARWAL AND OTHERS
Second Party : JITENDER ARORA
Stamp Duty Paid By : JITENDER ARORA
Stamp Duty Amount(Rs.) : 50
(Fifty only)



Please write or type below this line.

Documents Attached

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

AGREEMENT FOR CONTRIBUTION FOR CIRP EXPENSES

THIS AGREEMENT (the "Agreement") is entered at New Delhi on this 13th day of December, 2019 ("the Effective Date") by and between

The Committee of Creditors of Premia Projects Limited (Corporate Debtor), constituted under the provisions of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "Committee of Creditors (CoC)" which expression shall, unless contrary to the context or meaning thereof, mean and include its successors of his office and permitted assigns) and represented herein by its authorized Representative, Manish Agarwal, duly authorized vide resolution passed in the 5th meeting of the CoC held on 2nd December, 2019 to sign and execute this agreement for and on behalf of the Committee of Creditors, of the **First Part**;

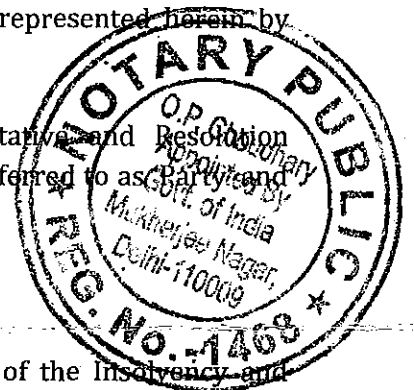
AND

Mr. Jitender Arora, Resolution Professional appointed by the Hon'ble National Company Law Tribunal, New Delhi of Premia Projects Limited having its office at office no. 209, Second Floor H17/18, Laxmi Nagar, Vikas Marg, Delhi -110092 (hereinafter referred to as "**Resolution Professional (RP)**") which expression shall, unless contrary to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns) and represented herein by himself, of the **Second Part**.

The Committee of Creditors represented by its Authorized Representative and Resolution Professional (only in the capacity of Resolution Professional) are in their referred to as "Parties" collectively as "Parties".

WHEREAS

1. That the Committee of Creditor is constituted under the provisions of the Insolvency and Bankruptcy Code, 2016 in the matter of Tek Chand vs Premia Projects Limited [IB (ND) 104/2018].
2. That the Hon'ble Tribunal has approved the appointment of Mr. Jitender Arora as Resolution Professional vide their order dated 26th March 2019 in pursuant to appointment made by the first CoC meeting dated 28th June, 2018 to carry on the proceedings of Corporate Insolvency Resolution proceedings.
3. That Mr. Manish Agarwal, Insolvency Professional is appointed as Authorized Representative of the Financial Creditors in the class of creditors (Home-buyers) of Premia Projects Limited (Corporate Debtor), in the 2nd adjourned meeting of the Committee of Creditors held on 17th June, 2019 and the same was approved by the Hon'ble Tribunal in their order dated 23rd July, 2019.
4. That before the admission of the matter under the Insolvency & Bankruptcy Code, 2016, Mr. Brijesh Gupta & others has filed the matter with the Hon'ble High Court for the liquidation of the Company. The Liquidation proceedings have been commenced on 12th March 2018.
5. That after came to know about the fact of dual proceedings, the Hon'ble Tribunal has directed the Tek Chand / or other interested persons to get transferred the case from the Hon'ble High Court to Hon'ble NCLT.
6. That the applicant Sh. Tek Chand has thereafter filed the appropriate application at Delhi High Court, the Hon'ble Delhi High Court has vide their order dated 30th September 2019 has directed the Official Liquidator to hand over the document and assets/ properties to RP subject to the payment of expenses incurred by Official Liquidator (who was appointed by Delhi High Court). The amount of such expenses is Rs. 41.92 lacs approx. as on 31st October, 2019.

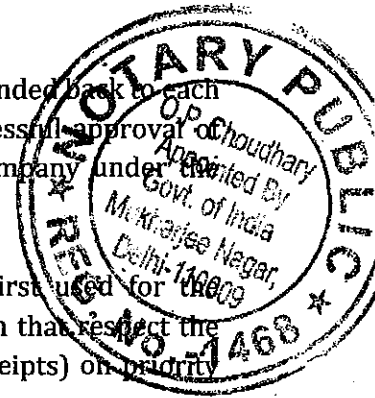


7. That being all the Financial Creditor (Home Buyers) are the beneficiaries of the Project, the RP has proposed the CoC for the contribution of same and the Committee of Creditor vide resolution passed in the 5th CoC meeting held on 2nd December, 2019 wishes to revive the project and has accepted to contribute for payment of CIRP expenses including the payment of expenses of Official Liquidator so that Resolution Professional could comply the order of Hon'ble Delhi High Court and further proceed for the Resolution Proceedings.
8. That now the CoC wishes to meet their obligations towards CIRP expenses including Official Liquidator expenses.
9. That the CoC wishes to ensure that the contribution collected shall be first use for the payment of expenses incurred by the Official Liquidator and thereafter for the other CIRP expenses as approved by the Committee of Creditors from time to time.
10. That the CoC also wishes to ensure that the contribution amount shall be refunded back to each contributory with or without interest (as the case may be) after the successful approval of Resolution Plan by adjudicating authority or on the Liquidation of the Company under provisions of Insolvency & Bankruptcy Code, 2016.

AND WHEREAS the CoC wishes to ensure that their contribution shall be first used for the purposes making payment of expenses incurred by the Official Liquidator and in that respect the CoC has requested the RP to ensure the safely payment (from the collected receipts) on priority basis to Official Liquidator.

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HERINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. That the CoC shall ensure that each member of the CoC shall make the payment @1% of their invested amount. Any of the member of the CoC may voluntary contribute more than the limits prescribed on voluntarily basis.
2. This contribution may attract interest @10% per annum.
3. The amount collected (by any third party or association) subsequent to the passing of the Resolution shall be transferred to the bank account maintained with the State Bank of India in the name of Premia Project Limited operated by Resolution Professional.
4. The RP agrees and ensure the CoC that such amount shall be used with the priority of making payment of expenses incurred by Official Liquidator, to expedite the release of assets or properties from the Official Liquidator.
5. The balance surplus money, if any, shall be used for meeting the CIRP expenses as approved from time to time.
6. That the contribution received from Financial Creditors (Home Buyers) shall be refunded to each contributor subject to following conditions: -
 - a. On successful resolution plan approved by NCLT and release of payments by Resolution Applicant
 - b. In case of failure of plan, the Corporate Debtor shall be liquidated and the payment will be refunded to the extent of proceeds available for distribution under the Liquidation proceedings subject to the provisions of IB Code, 2016.
 - c. Resolution Professional is not personally liable for the failure of refund of such contribution/ Loan amount or any delay in refunding of the said amount.
 - d. In case of any legal issues pertaining to this corporate Debtor or its subsidiary, the contribution amount may be refunded with delayed period depending upon the legality of such matter.



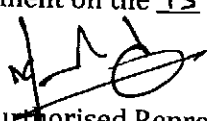
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TERMINATION

This Agreement shall come into force from the date hereof and shall continue in force until terminated in accordance with the provisions of the Law.

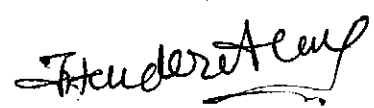
IN WITNESS WHEREOF both the parties have signed this Agreement on the 13th day of December, 2019 in the presence of witness:

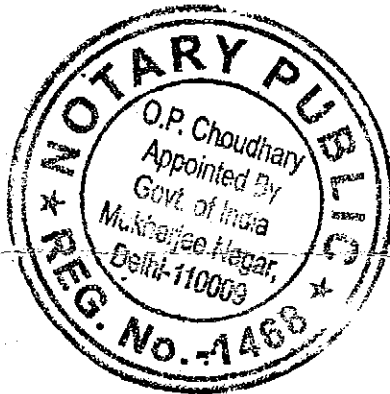
Witness:


Manish Agarwal, Authorised Representative of CoC:

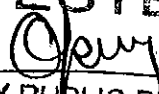
1. विमल झा
2019/12/13
S/o P. P. Singh
U-63, Shakarpur
Delhi

2. Singh
O/o N. Lakshmi
H-54, Shakarpur,
Delhi


Jitender Arora, Resolution Professional:



ATTESTED


NOTARY PUBLIC DELHI
GOVT. OF NCT OF DELHI
19 DEC 2019