



Indian-Non Judicial Stamp Haryana Government



Date : 08/02/2019

Certificate No. EDH2019B20



Stamp Duty Paid : ₹ 17500

GRN No. 44107842



Penalty : ₹ 0

Seller / First Party Detail

Name: Ajai Joneja
 H.No/Floor: 579 Sector/Ward: 15 LandMark: X
 City/Village: Faridabad District: Faridabad State: Haryana
 Phone: 0

11375

Buyer / Second Party Detail

Name: Ms Joneja Infraprojects Pvt Ltd
 H.No/Floor: 13/216
 City/Village: Geeta colony
 Purpose: STAMP DUTY



The authenticity of this document

is QR Code

on the website <https://ec.gshry.haryana.gov.in>

LEASE AGREEMENT

This collaboration agreement is made and entered into at Palwal on this 1st February 2019.

Mr. AJAY JONEJA signing authority of Sr CURNAM SINGH JONEJA S/o SH. Sr. SHER SINGH JONEJA R/o H. No. 579 Sector 15, Faridabad, Haryana (hereinafter called the "FIRST PARTY" which expression shall, unless repugnant to the meaning or context here of, be deemed to include its successors and permitted assigns) of the FIRST PART;

M/s JONEJA INFRAPROJECTS PRIVATE LIMITED, having its office at 13/216, geeta colony, New Delhi-110051, through its authorized representative Mr Mukesh Kapoor who has been empowered to execute this agreement with board resolution dated 26-10-2018 (hereinafter called the "SECOND PARTY" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns) of the SECOND PART;

The expressions of FIRST and SECOND party shall mean their respective heirs, successors, legal representatives, administrators, agents and assigns. This agreement shall be valid upto 5 years from the date of signing.

Contd.....2

For Joneja Infraprojects Pvt. Ltd.

For Joneja Infraprojects Pvt. Ltd.

Auth. Signatory

Sanjay Singh Dalal Advocate (Faridabad)

प्रलेख नः11375

दिनांक:08-02-2019

डीड का नाम LEASE		
तहसील/सब-तहसील पलवल	गांव/शहर आलापुर	स्थित With In M.C. Area
भवन का विवरण		
भूमि का विवरण		
चाही	17 Kanal 2 Marla	
धन संबंधी विवरण		
राशि 250000 रुपये	कुल स्टाम्प ड्यूटी की राशि 3750 रुपये	
स्टाम्प नं : edh2019b20	स्टाम्प की राशि 17500 रुपये	
रजिस्ट्रेशन फीस की राशि 1000 रुपये	EChallan:44108334	पेस्टिंग शुल्क 3 रुपये
Drafted By: S.S. Dalal ADV	Service Charge:200	

यह प्रलेख आज दिनांक 08-02-2019 दिन शुक्रवार समय 2:28:00 PM बजे श्री/श्रीमती/कुमारी गुरनामसिंह जुनेजा thru ajay Joneja OTHER पुत्र सरदार शेरसिंह निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/सयुक्त पंजीयन अधिकारी (पलवल)

हस्ताक्षर प्रस्तुतकर्ता
गुरनामसिंह जुनेजा

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापति प्रमाण पत्र प्राप्त कर लिया गया है ।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 08-02-2019
गुरनामसिंह जुनेजा

उप/सयुक्त पंजीयन अधिकारी (पलवल)

उपरोक्त पट्टा लेने वाला श्री/श्रीमती/कुमारी M.s. joneja infra. pvt. ltd. through mukesh Kapoor पुत्र, हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि पट्टा देने वाले मेरे समक्ष पट्टा लेने वाला को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Om parkash lambardar पिता — निवासी Asawati व श्री/श्रीमती/कुमारी Satvir पिता — निवासी faridabad ने की। साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 08-02-2019

उप/सयुक्त पंजीयन अधिकारी (पलवल)

(FIRST PARTY and SECOND PARTY are collectively referred to as "parties" and individually as "party")

- A) WHEREAS, the party of the first part is absolute owner of the land situated in the revenue estate of Village Alhapur, Distt. And Tehsil Palwal comprising Kh. No. 20//4/1, 4/2, 5/1/1, 5/1/2, 5/2/1, 6/1/2, 6/2/2, 7/1, 7/2/1 measuring 17K-02M (2.137 acres)
- B) Whereas the second party is engaged in the business of real estate, having expertise in the development and construction thereon, technical knowhow and modern techniques etc. and to dispose off the land and structure thereon.
- C) WHEREAS the FIRST PARTY is desirous of construction and development of residential colony under DDJAY scheme on the scheduled property but is not fully equipped to execute and complete the work of development and construction of the proposed colony.
- D) WHEREAS the FIRST PARTY requested the SECOND PARTY to enter into agreement with the SECOND PARTY for construction and development, marketing of residential colony under DDJAY scheme on the scheduled property and whereas the SECOND PARTY has agreed to undertake the same.
- E) NOW THEREFOR, for a good and valuable consideration the parties on terms and conditions as hereinafter said forth, the party mutually agreed as follows:

PROJECT

THE FIRST PARTY approved the project formulated by SECOND PARTY on the scheduled property.

SECOND PARTY'S OBLIGATIONS

1. That in first instance, the SECOND PARTY, shall undertake and complete due diligence of ownership records of the said land over the last 30 years. THE FIRST PARTY shall make available to the SECOND PART all the ownership documents and records of the said land.
2. THE SECOND PARTY shall pay to the first party a sum of Rs. 2.50 lacs for the faithful performance under this agreement as a refundable / adjustable security deposit at the time of signing of this agreement.

That it is agreed that the aforesaid interest free refundable / adjustable deposit made by the SECOND PARTY to the FIRST PARTY shall be refundable to the SECOND PARTY.

Contd.....3

For Joneja Infraprojects Pvt. Ltd.

For Joneja Infraprojects Pvt. Ltd.

Auth. Signatory

Reg. No.

Reg. Year

Book No.

11375

2018-2019

1



पट्टा देने वाला



पट्टा लेने वाला



गवाह

उप/सयुक्त प्रजीयन अधिकारी

पट्टा देने वाला :- thru ajay Joneja OTHER गुरनामसिंह जुनेजा _____

पट्टा लेने वाला :- M.s. joneja infra. pvt. ltd. through mukesh kapoor _____

गवाह 1 :- Om parkash lambardar _____

गवाह 2 :- Satvir _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11375 आज दिनांक 08-02-2019 को बही नं 1 जिल्द नं 12 के पृष्ठ नं 117.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 207 के पृष्ठ संख्या 42 से 43 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 08-02-2019

उप/सयुक्त प्रजीयन अधिकारी (पलवल)



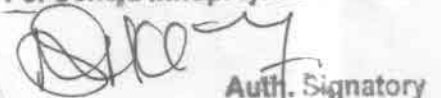
- a) The SECOND PARTY agrees to prepare, submit and obtain sanction of the plans, license for construction/development of the project from the statutory authorities. The SECOND PARTY shall be entitled to make modifications in the plan, design and layout depending on the exigencies during the execution of construction work. The SECOND PARTY shall ensure that maximum permissible FAR (area) is obtained and development done accordingly. The SECOND PARTY shall have a absolute discretion in matters relating to the method, manner and design / quality of construction.
- b) That the SECOND PARTY shall carry out survey and conduct market studies and undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- c) That the SECOND PARTY shall commence the development / construction over the said land after taking the approval/permission from DTCP or any other day as may be mutually agreed.
- d) The SECOND PARTY shall develop on the schedule property residential plotted colony / commercial complex as per normal standard with internal and external services, facilities, etc.
- e) The SECOND PARTY shall engage architects/engineers, contractor and other professional as it deems fit to execute the work.
- f) The SECOND PARTY may, if the circumstances so warrant, make alteration in the development as it deems fit without violating the building byelaws and regulations.
- g) That the entire marketing of the project would be solely planned and done by the SECOND PARTY and the cost includes advertisement, printing and publicity material shall be borne by FIRST PARTY.
- h) That the SECOND PARTY shall be solely responsible and liable for payment of all due to its workers/employees and statutory compliances of labour law rule and regulations as are in force or introduced from time to time with respect to the employment of personal, payment of wages compensation, welfare etc. and/or any accident or lack of safety resulting in injury and damages to workmen, plant and machineries or third party. All claims and demands during construction shall be settled and cleared by the SECOND PARTY and no liability on this account shall fall on the FIRST PARTY.
- i) That all the sale collection shall be received by the SECOND PARTY in its own name on behalf of the FIRST PARTY which shall be transferred to a separate bank account in the name of the SECOND PARTY.
- j) Save and except the representation and warranties stated in this agreement, the SECOND PARTY makes no representation or warranties of any kind or nature with regard to the business, financial viability of the project.

For Joneja Infraprojects Pvt. Ltd.


Director

Contd.....4

For Joneja Infraprojects Pvt. Ltd.


Auth. Signatory

K) The SECOND PARTY represents and warrants that it shall comply with all the applicable laws , rules and regulation and shall not indulge in any act , which constitutes and offence or a corrupt practice under the Indian Laws.

l) That the developer company , i.e , Joneja Infraproject Pvt. Ltd. Shall be responsible for compliance of all terms and conditions of licence / provisions of the Act of 1975 and Rules 1976 till the grant of Final Completion Certificate to the colony (DDJAY) or relived of the responsibility of the Director , Town & Country Planning , Haryana whichever is earlier.

FIRST PARTY'S OBLIGATIONS

- a) The FIRST PARTY enters into this agreement in respect of the scheduled property with the FIRST PARTY on the categorical assurance and representations that the scheduled property is free from all sort of encumbrances or court orders or injunction or decrees or receivership orders , and there is no legal defect in the title of the FIRST PARTY and no other person other than the FIRST PARTY has any right , title or interest in the said property ,and the FIRST PARTY is competent and entitled fully to the scheduled properties and if it is proved otherwise the FIRST PARTY shall be liable and responsible for all the cost, damages , losses , expenses in all respect , direct or consequential , suffered or incurred by the SECOND PARTY.
- b) That the FIRST PARTY shall not sell , transfer , encumber , mortgage and shall not create any third party interest whatsoever in said property during subsistence/ validity of this agreement.
- c) The FIRST PARTY shall get arrange to execute power of attorney within 15 days from the date of this agreement in favor of the SECOND PARTY or its nominee to enable the SECOND PARTY to proceed for obtaining licenses and sanction plan , consent and in regard to the project to be constructed on the scheduled property and authorizing the SECOND PARTY or its nominee to represent the FIRST PARTY before the HUDA , City Municipal Corporation , Electricity Board , Water Supply and sewerage board , fire force authority and other statutory authorities and for the sale , lease mortgage and to enter into the agreement to sell , lease deed and mortgage deed and to receive the sale consideration, advance money etc by the SECOND PARTY in its own name on behalf of the FIRST PARTY.
- d) That the FIRST PARTY has handed over the possession of the said property to the SECOND PARTY / developer . The FIRST PARTY admits and acknowledges the physical position of the SECOND PARTY over the schedule property.
That it is agreed between the parties that the possession of scheduled property once delivered/handed over to the SECOND PARTY/ developer for the purpose of aforesaid mentioned and shall not be disturbed and they shall not be dispossessed therefrom for reason whatsoever.
- e) That all the cost and expenses shall be borne by the FIRST PARTY for the purpose of carrying out of the project.

For Joneja Infraprojects Pvt. Ltd.


Director

For Joneja Infraprojects Pvt. Ltd.


Auth. Signatory

- f) FIRST PARTY shall not appoint to act as a consultant in addition to / in substitution of the SECOND PARTY without a written consent of the SECOND PARTY. It is specifically agreed by the FIRST PARTY that they shall not Enter into any type of agreement with any other individual / company in respect of the said land without the prior consent in writing of the SECOND PARTY.
- g) The FIRST PARTY agrees / under take not to cancel and / or revoke power of attorney in favour of SECOND PARTY or its nominees for any reasons whatsoever subject to other terms and conditions of this agreement, the FIRST PARTY shall arrange for the execution and signing of necessary application, documents and do acts, deeds and things, if so required in order to legally and effectively implement this agreement as may be required by the SECODN PARTY or its nominee.
- h) The FIRST PARTY shall pay all property taxes, ceases, electricity bills and all other outgoing in respect of the SAID PROPERTY.
- i) Since considerable expenditure, efforts and expertise are involved in getting the licenses, permissions and sanctions for the proposed Project, it is the condition of this agreement that after execution of this agreement, the FIRST PARTY and their nominees, legal heirs will not cancel or back out from this agreement. In such eventuality, the SECOND PARTY besides their other rights will be entitled to get the said agreement fulfilled through a suit for specific performance at the cost and risk of the FIRST PARTY.

SHARING AND CONSIDERATION

A. That the SECOND PARTY shall be entitled only to 90% of the total revenue generated out of the sale proceeds and the expenses incurred by the SECOND PARTY in the construction, development and marketing of the said project.

B. That the FIRST PARTY will be entitled to the revenue of the sale proceeds after appropriating the gross revenue receipts as mentioned in clause 'A' in the said project.

C. That FIRST PARTY shall execute the sale deed in favour of the SECOND PARTY or its nominee in respect of the share of the SECOND PARTY in the project immediately upon completion of the project or as and when called upon by the FIRST PARTY.

D. The PARTIES to this agreement shall have right in common area and common amenities in proportion to their share in the built up area.

Contd.....6

For Joneja Infraprojects Pvt. Ltd.

For Joneja Infraprojects Pvt. Ltd.

Auth. Signatory

E) That the said agreement shall be irrevocable and no modification / alteration etc. in the terms and conditions of such agreement can be undertaken , except after obtaining prior approval of the Director , Town & Country Planning , Haryana.

Secrecy

The parties shall not at any time during or after the terms of this Agreement, divulge, or allow to be divulged, to any person, any confidential information (including, but not limited to, any information relating to the accounts, finance, contractual agreements, products, business or affairs of the parties) unless the said information comes in public domain without breach by either party. Notwithstanding anything contained in this Section, no party shall be precluded from disclosing any information to the extent required in the legal proceedings.

Force Majeure

Neither party shall be responsible for any failure or delay on its part in performing any of its obligations under this agreement or for any loss, damage, costs, charges or expenses incurred or suffered by the other party by reason of such failure or delay. PROVIDED that such failure or delay is caused due to any Force Majeure conditions, such as acts of God, Government laws and regulation strikes, lock-outs, war or any other causes beyond its control.

Termination Consequences

This agreement can not be terminated under any circumstances by either of the parties but the party may issue the default notice as described herein.

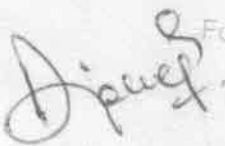
Default Notice : In the event of a breach by either Party of any of the provisions of this Agreement, the non-breaching Party may serve notice requiring the breach to be remedied within the time stipulated in that notice (a 'Default Notice') Governing Law / Dispute Resolution / Arbitration.

Governing Law : This agreement shall be governed by and construed in accordance with the Indian Law.

Arbitration : any dispute, controversy or claim arising out of or relating to or in connection with the agreement, or the breach, termination or validity hereof shall be finally settled by an arbitral tribunal (the "Tribunal") in accordance with the Indian Arbitration and Conciliation Act, 1996, as in force at the time such arbitration is commenced (the "Arbitration Act"). Each party will appoint an arbitrator within fifteen (15) days of the receipt of notice to appoint an arbitrator at the other party's request to initiate arbitration. The two arbitrators so appointed will then jointly appoint a third arbitrator, within (30) days of the date of appointment of the FIRST arbitrator, where the third Arbitrator will act as the Chairman of the Tribunal. Arbitrators not appointed within the time limit set forth in the preceding provision shall be appointed in accordance with the arbitration act. The place of the arbitration shall be at NEW DELHI, India. The language of the arbitration and the award shall be English.

The High Court at CHD (Hr), and courts subordinate to it alone shall have jurisdiction in all matters arising out of/touching and/or concerning this agreement.

Contd.....7



For Joneja Infraprojects Pvt. Ltd.


Director

For Joneja Infraprojects Pvt. Ltd.


Auth. Signatory

Miscellaneous

Compliance : Both Parties agree not to do anything contrary to law or which would be treated as a corrupt practice under Indian Law.

Waiver : There shall be no waiver of any term, provision or condition of this Agreement unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

Modification : Modification of and amendments to this agreement shall be effective only if made in writing and signed by duly authorized representatives of the parties with their mutual consent.

Notices : Any notice required or permitted to be given hereunder shall be in writing and sent by registered mail, postage prepaid or facsimile transmission and shall be addressed to the parties at the address mention above or such other addresses and numbers as any of the Parties may from time to time designate by notice in writing to the other. The notice shall be deemed to be served when SECOND received.

Entire Agreement : This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between them or relating thereof. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said premises against any attachment seizures or sale thereof.

That if there would be any expansion or increase in the planned area in the future it would be shared in the same ratio.

That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

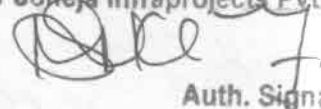
That this Agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party which is original.

That all the costs of stamping, engrossing and registration of this Agreement shall be equally borne by the Parties.

For Joneja Infraprojects Pvt. Ltd.


Directo

For Joneja Infraprojects Pvt. Ltd.

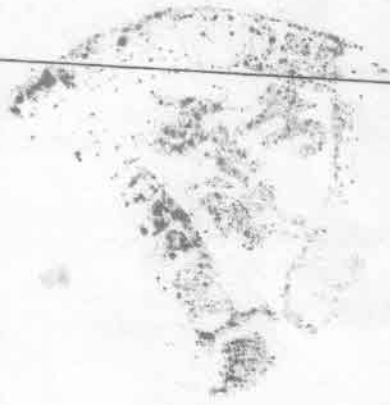

Auth. Signatory

IN WITNESS WHEREOF, Parties hereto have duly executed this Agreement as of the date SECOND above written.

FIRST PARTY -

By: [Signature]

WITNESS: _____



SECOND PARTY -

For Joneja Infraprojects Pvt. Ltd.

BY: [Signature]
Auth. Signatory

WITNESS: _____

जवाब:-1

[Signature]

ओमप्रकाश नम्वरदार
(असावटी)

DRAFTED BY
S. S. DALAL
Advocate
Distt Court Palwal

[Signature]

जवाब:-2

[Signature]

अतवीर दलाल पुत्र सावलिया २/० सीडी
For Joneja Infraprojects Pvt. Ltd. (करीम)

[Signature]
Director