



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

H 782050



TRIPARTITE AGREEMENT

This Agreement is made at Kharar on this 22nd day of July, 2019.

BETWEEN: -

1. Mr. Manmohan Singh Son of Sh. Charanjeet Singh R/o Rasanheri, Kharar, Tehsil Kharar, District SAS, Nagar, Mohali.Punjab.
2. Mr. Jagdeep Singh Son of Sh. Charanjit Singh resident of Village Khunimajra, Tehsil Kharar, District SAS, Nagar, Mohali. Punjab.
(Herein after referred to as First Party the "First Party" of the first part)

AND

M/S LEELA RESIDENCIES PVT. LTD a Private Limited Company having its registered office at Flat No. 101,102,103, Plot No. 6, DDA Local Shopping complex, Kirti Nagar, Furniture Block, New Delhi-110015 being

For Leela Residencies (P) Ltd.

Director

For Best Zone Builders & Developers Pvt. Ltd.

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

For Leela Residencies (P) Ltd.

Director

2753
A 22-7-19 2002 (10/4/2)
ਸਿਰੀ ਕਾਮਨਾ
838BP ਸੁਭਾਨਾ

RAVINDER KAUR
Stamp Vendor Kharar
Licence No.146/Ropar

64901075627
VPS 1/4



पंजाब पंजाब PUNJAB

H 782051



represented herein by Its Managing Director Mr. Warangan Kumar Ralhan having been authorized vide resolution dated 20-Mar-2019 (Hereinafter referred to as "Second Party", the party of the second part).

AND

For Leela Residences (P) Ltd.

M/S BEST ZONE BUILDERS PVT. LTD. (Pan No. AAECB4373L), a Private Limited Company having its registered office at Shop No. 1,2,3, Orchid Greens, Sector 115, Greater Mohali being represented herein by Its Managing Director Mr. Manmohan Singh having been authorized vide resolution dated _____ (Herein after referred to as "Third Party" in the role of confirming party), the party of the third part.

The expression of the First Party, Second Party and Third Party shall mean & include unless repugnant to the context be deemed to include their representatives, heirs, successors, legal representatives, administrators, nominees, assigns, successors in interest, authorized persons etc.

For Best Zone Builders & Developers Pvt. Ltd.

Manmohan Singh
Authorized Signatory

For Best Zone Builders & Developers Pvt. Ltd.

Manmohan Singh
Authorized Signatory

For Leela Residences (P) Ltd.

Warangan Kumar Ralhan
Director

2753
192-7-19

RAVINDER KAUR
Stamp Vendor Kharar
Licence No. 146/Ropar

gaur



WHEREAS

A. First Party has represented and warranted to the Second Party and the Third Party herein that they were well and sufficiently entitled to all that piece & parcel of land total admeasuring 8603 sq meters or can say 2 acres 1 Kanal falling in Village Khuni Majra, Tehsil Kharar, District Sahibzada Ajit Singh Nagar (SAS Nagar) (Mohali), Punjab now situated at Sector 115, Greater Mohali, Punjab (Hereinafter referred to as "**the said Land**"). The detailed description of the said land is clearly mentioned in **Schedule-I** of the present agreement.

B. First Party have already got registered the sale deed in favour of the Second Party of land measuring 5237 Sq meters out of the said land (measuring 8603 sq meters) (hereinafter referred to as the said Transferred Land). The detailed description of the said transferred land is clearly mentioned in **Schedule-II** of the present agreement. Copies of the sale deed dated **16-Apr-2019 & 23-Apr-2019** are annexed with this agreement as **Annexure-A**.

C. Rest of land measuring 3366 Sq meters (hereinafter referred to as the said Balance Land), The First Party vide Agreement to sell dated **17-Jul-2019** deliver all the rights including rights to develop in favour of the Second Party, which all the parties duly agrees and acknowledges thereto. The detailed description of the balance land is clearly mentioned in **Schedule-III** of the present agreement.

D. The First Party and Third Party herein represents and warrants to the Second Party that the said land is the part of the approved project "**ORCHID GREEN**" being developed by the Third Party and the Second Party shall deemed to be entitled for all amenities and common facilities being an integral part of the main project "**Orchid Green**" to all the parties hereto duly agrees.

E. The First Party herein represents and warrants to the Second Party that First party has clear and unencumbered title to the said land except for the balance land as the said balance land is mortgaged to Indian Infoline Housing Finance, Limited, however the same is absolutely owned and vested in favor the First Party without there being any intervention of any kind of regulation or law more particularly the Land Ceiling Act and that the said property falls within Tehsil Kharar, District Mohali & that there are absolutely

For Leela Residences (P) Ltd.

Director



For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

For Leela Residences (P) Ltd.

Director

no litigation or acquisition proceedings, neither under Land Acquisition Act nor under National Highway Authority of India (NHAI) or under any other Act prevalent.

For Leela Residencies (P) Ltd.

Harmanpreet
Director

F. The First Party has further represented that the Third Party herein got the said entire land duly approved and CLU thereto has already been issued by the Competent authority in favour of Third Party and same will be applicable on the entire said land and all the parties to the present Agreement duly agrees and acknowledges thereto.

G. Second Party is a private Limited company which is duly registered with the Registrar of Companies as aforesaid and represents that Second Party is having know-how and wide experience and is duly registered to have sufficient, approvals, permissions and registrations under the requisite laws for the purpose of carrying on business of real estate Developers, construction of houses, villas, multistoried and other Buildings, Townships, Complexes, Bungalows, Row Houses etc. both commercial and/or residential;

H. First Party have further represented, confirmed and assured to the Second Party that they have not entered into an agreement to sell or any joint venture or joint development agreement or agreement of any kind in respect of the said property which may exercise any kind of right or option in respect of the said property;

A) First Party have further represented and warranted with the Second Party that from this day onward, the Second Party shall have absolute rights to develop the said property without any interference therein by the First Party and the Second Party shall be fully competent to take a decision in respect of the present transaction;

B) Based on the aforesaid representations but not limited to the same, First Party offered the said property to a Second Party for Development on where it is as its basis and after prolonged negotiations finalized the terms of the development of the said property on the terms and conditions as set out hereinafter. And Second Party has confirmed and believed the same to be true.



For Best Zone Builders & Developers Pvt. Ltd.

Jyoti Singh
Authorized Signatory

For Best Zone Builders & Developers Pvt. Ltd.

Jyoti Singh
Authorized Signatory

For Leela Residencies (P) Ltd.

Harmanpreet
Director

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS: -

1. DEFINITIONS And INTERPRETATIONS

1.1 Definitions

In this Agreement, the following words and expressions, shall, unless repugnant to the context or meaning thereof, the following terms, when capitalized, shall have the meaning hereinafter respectively assigned and described below when used in this Agreement. When not capitalized, such words shall be attributed to their ordinary meaning.

"Applicable Laws" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the fore goings by any Government Authority having jurisdiction including any quasi-judicial authority.

References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, innovated or replaced from time to time.

References in this Agreement to Clauses, Recitals, Schedules and Annexure are references to clauses, recitals, schedules and annexure to this Agreement. The Recitals, Schedules and Annexure to this Agreement shall be deemed to form part of this Agreement.

'Approvals' means any and all permissions, clearances, developments, authorizations, consents and notifications for and in respect of the Project herein from the Competent Authority including but not limited to the approvals of GMADA, Department of Local Bodies, Pollution Board, Electricity Department, Forest Department, Department of Town and Country Planning or M.C. Kharar 'Authorized Representative' means a person or a Party specifically authorized in writing by the authorized signatory of such Party as the case may be to represent the Parties herein.

"Competent Authority" means & includes GMADA, Department of Town and Country Planning, Department of Local Bodies, M.C.

For Leela Residences (P) Ltd.

Director

Haranga

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

Haranga

Haranga



Haranga

For Best Zone Builders & Developers Pvt. Ltd.

Haranga

Authorized Signatory

For Leela Residences (P) Ltd.

Haranga

Director

Kharar or any other constituted authority under local State Act relating to Municipalities and constituted by any of the aforementioned authorities, Department of Environment, Forests, Electricity Board Punjab, NHAI, Sewerage Board, Department of Water Supplies and/or any other relevant statutory and/or government authority.

"Design & Drawing" means the conceptual and detailed programmed, plans, proposals, design and drawings, backup technical information and other specifications required for the Project and all calculations, samples, patterns, models specifications, and other technical information submitted by from time to time to the Competent Authority.

"Development Rights" shall have the meaning ascribed to it in Clause 2.1.

"Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, attachments or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of the loss payers or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the site where applicable herein.

"Government Authority" means any Government (Central or State) or political subdivision thereof, any department, agency or instrumentality of any government or political subdivision thereof, any court or arbitral tribunal.

1.2 Interpretation:

In this Agreement, unless the context otherwise requires:

1.2.1 Time is of the essence in the performance of the Parties respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence;

Headings are inserted for convenience only and shall not affect the construction of this Agreement;

Words importing a gender include all genders;

PROJECT: -

For Best Zone Builders & Developers Pvt. Ltd.

For Leela Residencies (P) Ltd.

Director

For Leela Residencies (P) Ltd.

Director

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory



For Best Zone Builders & Developers Pvt. Ltd.

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

2.1 First Party do hereby irrevocably & unequivocally grants & assigns in perpetuity all its rights to develop & construct and sell Apartments, Units, Flats, Independent Floors per the Map/Layout approved by the competent authority and on the said property Second Party shall be free to develop the said property by constructing a High rise Units, Flats, Independent Floors and further Second Party shall be free to use the said property in any manner as they deem it proper without there being any intervention or objection or restriction from the side of the First Party herein. (Hereinafter jointly called "Leela Orchid Greens").

2.2 That in pursuance of having Second Party being granted absolute rights of development and sale for the project as afore stated Second Party shall also be entitled to execute the sale deeds in respect of all the said Units, Flats, Independent Floors in favour of the respective allottees and in case general power of attorney shall be required to be granted to the Second Party by the First Party, the same shall be got done or the First Party shall be bound to execute the sale deeds in favour of the prospective purchasers directly wherein the Second Party shall be the confirming party. It is hereby agreed and confirmed that what is stated in the recitals hereinabove, shall be deemed to be declarations and representations on the First Party as if the same were set out herein in verbatim and forming an integral part of this Agreement.,

The Project shall comprise of development/construction of the Property into the various as permissible under Punjab State Municipal Building Bye-laws/Urban Development Department / GMADA or any other Competent Authority by Second Party at their own cost and expense.

2.4 That it has been agreed and understood as amongst the parties hereto that both the parties shall be responsible for their income tax liabilities including any kind of capital gains or loss etc. and the other party shall not be liable or responsible for the same in any manner. Further, it is clarified that income tax including any capital gains or loss shall be accounted from

For Leela Residences (P) Ltd.

Director

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory



For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

For Leela Residences (P) Ltd.

Director

individually from both the parties out of their share of revenue itself.

For Leela Residencies (P) Ltd.

Director

2.5 That all the payments from the allottees of the flats in the project will be taken by the Second Party in the bank account no. _____ in HDFC Bank Ltd.

3. BUILDING PLANS, DESIGN, DRAWING AND LICENSES

3.1 That as already stated, said the land has been represented by the First Party herein to have been approved/sanctioned from the competent authority.

3.2 That the Second Party shall be immediately entitled to commence the work on the said land on the signing of the present agreement and shall be entitled to use the name thereof in any of its marketing advertising materials etc and First Party and none claiming under her shall have any objection thereto.

4. CONSIDERATION & TIME FRAME.

4.1 That the consideration between the First Party and the Second party I has already been settled and already being paid as per the terms and conditions vide Annexure-A (sale deeds) and Annexure-B (Agreement to sell)

4.2 All the parties shall be liable for their respective tax liabilities individually as would be applicable from time to time.

5. CONSTRUCTION:

5.1 That the entire construction shall be carried out / alone by the Second Party at their own cost and expense and responsibility and the other party shall not be responsible in any manner in respect thereof at any stage including any kind of surveys, evaluations, due diligence, nishandehi, marking etc.

OBLIGATIONS / REPRESENTATIONS / WARRANTIES / UNDERTAKINGS & COVENANT OF THE FIRST PARTY:

6.1 The First Party is the absolute First Party of the said balance land which has clear, marketable and unencumbered title except for the balance land which has been mortgaged to Indian Infoline Housing Finance and the said property and is absolutely seized and possessed of and otherwise well and sufficiently entitled to the same. The said property is free from all encumbrances, disputes, litigations, attachments,

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory



Jaydeep Singh

Jaydeep Singh

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

For Leela Residencies (P) Ltd.

Harpreet K

Director

For Leela Residences (P) Ltd.

Harangula
Director

acquisitions or any kind of charges and has not been attached directly or indirectly by any court of law or quasi-judicial courts from India and /or abroad in any manner. The First Party further declares that the Property falls within the jurisdiction of the M.C. Kharar and Second Party has full right and entitlement to construct multistoried flats thereupon the said property as per the applicable laws of the competent authorities.

6.2 The First Party further confirms, declares and undertakes that no part of the Property falls under or is under the purview of any restricted area notified under law.

6.3 The First Party represents and warrants that all legal/statutory formalities and approvals (as applicable) have been completed or obtained by the First Party only for the consummation of the transactions contemplated by this Agreement.

6.4 The First Party has the full right, power & authority to enter into this Agreement and grant the Development Rights to Second Party and represents that there are no facts and/or circumstances and/or contracts and/or arrangements which in any manner will be adversely prejudicial to the rights of Second Party hereunder and further all the necessary procedure and/or requirements necessary to be fulfilled whether under the Applicable Laws and/or its bye-laws have been fulfilled.

6.6 The First Party shall execute an Irrevocable General Power of Attorney granting its complete Development and Sale Rights of the individual units in the Property in favor of Second Party for getting the property constructed and also granting the marketing rights and obtaining the sale consideration of the houses being constructed under the project in their own name AND even to sell the flats/houses as stated hereinbefore directly by Second Party and the First Party confirms, undertakes, declares and binds itself not to revoke the same for any reason whatsoever out of its own will and discretion without obtaining a specific prior written consent of Second Party or any of its duly constituted attorneys.

6.7 The First Party undertakes and covenants that it shall sign and execute all necessary applications, documents and do acts,

For Best Zone Builders & Developers Pvt. Ltd.

Harangula
Authorized Signatory



Jaydeep Singh
Authorized Signatory

For Best Zone Builders & Developers Pvt. Ltd.

Harangula
Authorized Signatory

For Leela Residences (P) Ltd.

Harangula
Director

For Leela Residences (P) Ltd.



Director

deeds and things as the Second Party may require from it in order to legally and effectively complete the Project herein. Further, the First Party shall sign all such application forms, affidavits or petitions required for getting permissions and plans/Design and Drawing sanctioned from the Competent Authority for effective and actual completion of the Project on the Property.

- 6.7 The First Party has not sold, transferred, conveyed, gifted and/or alienated and/or created Encumbrances on part or whole of the said property and have not even entered into any kind of arrangement and/or agreement and/or development of the Property and has not afforded any power of attorney to anyone else thereby creating any right, interest and/or Encumbrances of any nature in respect of the Property or any part thereof and that the Property is absolutely clear, marketable and free from all Encumbrances, charges, claims, liens, litigations, attachments of any kind etc and further shall not create any third party rights of whatsoever nature in respect of the Property.

- 6.8 The First Party has not done and/or caused to be done any act, deed, matter or thing whereby or by reason whereof the First Party's right, title, interest and benefit in respect of the Property or any part thereof is prejudiced or adversely affected or extinguished in any manner whatsoever.

- 6.9 All the rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the Property to all concerned government, semi-government and public bodies and local authorities have been duly paid and discharged till date.

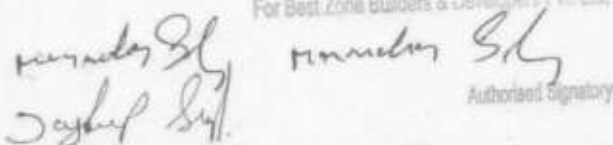
- 6.10 There are no proceedings instituted by or against the First Party and/or pending in any Court or before any authority and the Property is not under any lis pen dens, acquisition, attachment etc which shall have a material adverse impact on the implementation of this Agreement or on its obligations under this Agreement.

For Best Zone Builders & Developers Pvt. Ltd.



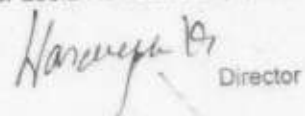
Authorized Signatory

For Best Zone Builders & Developers Pvt. Ltd.



Authorized Signatory

For Leela Residences (P) Ltd.



Director

7. OBLIGATIONS/ REPRESENTATIONS/ WARRANTIES/ UNDERTAKINGS AND COVENANTS OF SECOND PARTY:

For Leela Residencies (P) Ltd.

[Signature]
Director

71. The Second Party has all requisite authority and rights to enter into and to perform its obligations under this Agreement.

7.2 The Second Party has full and absolute power to execute and enter into this Agreement, and does not and will not violate any law, rule, regulation, order or decree applicable to it.

7.3 The Second Party represents and warrants that no proceedings are pending against the Second Party which shall have a material adverse impact on the Implementation of this Agreement or on their obligations under this Agreement.

7.4 The Second Party shall adhere to the sanctioned building plans in respect of the project as provided by First Party in totality and any deviation thereof which Second Party intends shall be got pre-approved from the competent authority.

For Best Zone Builders & Developers Pvt. Ltd.

[Signature]
Authorized Signatory

7.5 The Second Party herein undertakes and assures First Party that the construction would be carried out in workmanship like manner by taking due regard to the quality and specifications. The Second Party further undertakes and covenants to perform its obligations under this Agreement, and/or any other agreement/documents to be executed by the Parties.

7.6 The Second Party shall utilize full FAR as is available to the said property even if the same is required to paid purchased from the competent authorities under the law applicable.

7.7 The Second Party shall obtain the completion certificate for the said Land from the competent authorities at their cost and expense and shall keep on updating the progress of the project the First Party after every quarter in writing besides settling the accounts as stated herein in the present agreement.

7.8 All cost relating to the construction, sale and marketing of the project herein shall be solely borne by the Second Party and at no stage that First Party shall be required to pay anything in that respect.

8. LOANS / FINANCIAL ASSISTANCE: -

For Best Zone Builders & Developers Pvt. Ltd.

[Signature]
[Signature]
Authorized Signatory

For Leela Residencies (P) Ltd.

[Signature]
Director

Developer shall be entitled to get "Leela Orchid Greens" herein approved with various banks and financial institutions at its cost and expense.

For Leela Residencies (P) Ltd.

[Signature]

Director

9. MAINTENANCE SOCIETY: -

The common amenities in relation to the project shall be taken care of by Second Party and the ultimate purchasers shall be bound to adhere to the norms as set by Second Party and Developer shall ensure to convey this fact to the ultimate purchasers.

10. STAMP DUTY:

The Stamp duty as may be livable or payable on the execution of this Agreement and other related documents including Power of attorney shall be borne by Second Party.

11. TRANSFER OF RIGHTS:

The by virtue of the present agreement, First Party has, on this day, transferred its rights in respect of the said property i.e. the project to the Second Party and shall also execute and registered one power of attorney in that respect, If so required, and after the completion of the project, the title in the said property shall be transferred by the parties hereto to the ultimate purchaser in such way as are considered proper either by Jaw or by practice or by experience.

12. TERMINATION:

12.1 Save & except the provisions of herein in agreement, Developer shall at all times have the right to terminate this Agreement in the event there is any material breach of the representations, warranties, undertakings, declarations, covenants and/or obligations given by the First Party under this Agreement after giving thirty (90) days written notice for rectification of such breach. In the event the Agreement is terminated by Second Party, then the valuation of the project as to its gain/loss shall be calculated mutually and any difference in that respect shall be finally decided by the common friend/arbitrator which shall be decided mutually by the parties at that stage within 90 days otherwise shall be referred to the court of law.

For Best Zone Builders & Developers Pvt. Ltd.

[Signature]

Authorized Signatory



[Signature]

For Best Zone Builders & Developers Pvt. Ltd.

[Signature]
Authorized Signatory

For Leela Residencies (P) Ltd.

[Signature]
Director

12.2 The Second Party shall have the right to terminate the Agreement only in the event of any misrepresentation by the Second Party of any of the covenant as mentioned hereinbefore.

12.3 That one aspect is that this termination shall in no way dilute or damage or jeopardize the rights of the banks or financial institutions as mortgagee on the commercials they have mortgaged till such time and both the parties hereto shall ensure to keep all such banks and/or financial institutions fully indemnified jointly and severally to the fullest extent including interest costs of the allottees/ultimate purchasers. That further it is clarified that in case the Second Party is unable to fulfill its requirements for the construction work or completion of the project herein whereby the security of the bank is jeopardized, the First Party do hereby duly confirm and commit to honour the lien / mortgage of each and every bank as it's own expense and cost.

13. GENERAL PROVISIONS: -

13.1 Nothing contained herein shall be deemed or construed as a partnership between the First Party and Second Party. Each Party hereto shall be strictly responsible for its income, wealth, gift, taxes and other duties individually. None of the Parties shall render an account to the other Party.

13.2 All items of the plant and machinery, tool and implements, stores and materials that Second Party or its duly authorized agents/partners/ construction agencies will bring to the site for the due construction of the building will remain the exclusive property of Second Party at all times and it is expressly agreed and accepted by the Parties to this Agreement that the First Party shall have no charge, lien or claim whatsoever for any reason at any time.

13.3 Any delay by the First Party and/or the Second Party in enforcing any of the terms or any extension of time granted in respect of the same shall not be deemed to constitute waiver of the First Party or the Second Party to enforce their respective rights under this Agreement.

For Leela Residencies (P) Ltd.

Harapure
Director

For Best Zone Builders & Developers Pvt. Ltd.

Harapure
Authorized Signatory

Jaydeep



For Best Zone Builders & Developers Pvt. Ltd.

Jaydeep
Authorized Signatory

Harapure
Authorized Signatory

For Leela Residencies (P) Ltd.

Harapure

14. DISCLAIMER:

It is expressly agreed to by the Parties that under no circumstances, will either Party be liable to the other Party for any indirect, incidental, consequential, special or exemplary damages arising from the subject of this Agreement except as provided for otherwise in this Agreement.

15. NON - WAIVER

No failure to exercise, and no delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any other right, power or privilege. All rights, powers and remedies granted to any Party hereto and all other agreements, instruments and documents executed in connection with this Agreement shall be cumulative, may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law,

16. ASSIGNMENT

That it is clearly and unequivocally understood by and between the parties hereto that the Second Party shall have no right to assign its rights as enshrined / guaranteed under this agreement to any other person, firm or any other legal entity.

17. PARTIAL INVALIDITY:

If any provision of this Agreement is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or may be severed from this Agreement and the remaining provision of this Agreement shall remain in full force and effect.

18. INDEMNITY:

The Parties herein agree and confirm to indemnify each other and shall at all times keep each other indemnified against all consequences arising from any breach/violation of the warranties, representation, covenants, undertakings or

For Leela Residencies (P) Ltd.

Director

Handwritten signature

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

*Handwritten signature**Handwritten signature*

For Best Zone Builders & Developers Pvt. Ltd.

Authorized Signatory

Handwritten signature

For Leela Residencies (P) Ltd.

Director

Handwritten signature

agreements contained herein, terms of this Agreement by such Party including paying damages for any such breach/violation as also against any loss, claims, litigation, which may be initiated in respect of the present Project including as may be initiated due to any act or action by the non governmental organization, persons, individual, firm etc which may effect/hamper the smooth execution of the Project.

19. ARBITRATION:

19.1 All disputes that may arise out of this Agreement shall be settled only according to arbitration under the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time by one arbitrator as may appoint in mutual consultation between the parties.

19.2 Except for injunctive reliefs, it is expressly stated that the Courts of Mohali shall have the in-exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards. The language of the arbitration shall be English. Provided however that the foregoing shall not limit the rights of either Party to bring proceedings in any applicable jurisdiction to enforce or enter judgments upon such awards.

19.3 Awards relating to any dispute shall be final, conclusive and binding on the Parties to such dispute as from the date they are made. The Parties agree and undertake to carry out any decision or award of the arbitrator relating to such dispute without delay, and further agree that there will be no appeal and/ or challenge in any Court of Law or other judicial authority.

19.4 The arbitrator shall give a reasoned decision or award.

JURISDICTION :

Any disputes between the parties hereto, under or in respect of these presents and/or in respect of any issues arising out of thin agreement shall be governed by and construed in accordance with the laws of India and the Courts at Mohali shall have non-exclusive jurisdiction to try and entertain such suit a or proceedings;

21. AMENDMENT:

For Leela Residencies (P) Ltd.
[Signature]
Director

For Best Zone Builders & Developers Pvt. Ltd.
[Signature]
Authorized Signatory



[Signature]

[Signature] For Best Zone Builders & Developers Pvt. Ltd.
[Signature]
Authorized Signatory

For Leela Residencies (P) Ltd.
[Signature]
Director

For Leela Residencies (P) Ltd.



Director

This Agreement shall not be altered, modified or amended except with the prior written approval and by written deed as between the Parties hereto.

22. NOTICES:

Any notice, demand, communication or another request (individually, a 'Notice') to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, airmail (postage prepaid), internationally- recognized overnight courier service, facsimile, cable or telex to the Party to which it is addressed at such Party's address specified below or at such other address at such Party's address specified below or at such other address as such party shall from time to time have designated by fifteen (15) days' written Notice to the Party giving such Notice, and shall be deemed to have been duly given or made when delivered as at the address as stated in the head note of the present agreement.

23. FINALITY:

The terms of this Agreement shall be final and binding on the Parties herein meaning thereby that none of the Party herein shall be entitled to ask and/or demand anything over and above to whatever has been agreed upon between them under the terms and conditions of this Agreement.

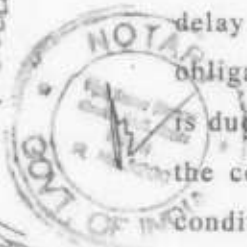
24. FORCE MAJEURE:

24.1 None of the Parties shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to an event of Force Majeure. i.e. acts which are beyond the control of either of the party like events of war, warlike conditions, blockades, embargoes, insurrection, Governmental directions, riots, strikes, acts of terrorism, civil commotion, lock-outs, sabotage, plagues or other epidemics, acts of God including fire, floods, volcanic eruptions, typhoons, hurricanes, storms, tidal waves, earthquake, landslides, lightning, explosions, and other natural calamities, prolonged failure of energy, court orders/injunctions, change of laws, action and/or

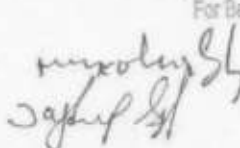
For Best Zone Builders & Developers Pvt. Ltd.



Authorized Signatory

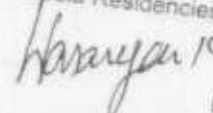



For Best Zone Builders & Developers Pvt. Ltd.



Authorized Signatory

For Leela Residencies (P) Ltd.



Director

For Leela Residencies (P) Ltd.



Director

order by statutory and/or government authority, third party actions affecting the development of the Project, acquisition/ requisition of the Property or any part thereof by the government or any other statutory authority and such other circumstances affecting the development of the Project (Events of Force Majeur).

24.2 Any Party claiming restriction on the performance of any of its obligations under this Agreement due to the happening or arising of an Event of Force Majeure hereof shall notify the other Party of the happening or arising and the ending or ceasing of such event or circumstance within three (3) days of determining that an Event of Force Majeure has occurred. In the event any Party anticipates the happening of an Event of Force Majeure, such Party shall promptly notify the other Party.

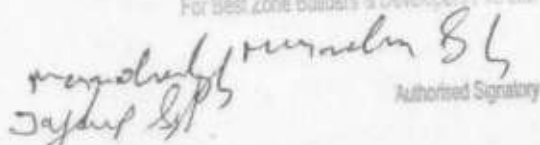
24.3 The Party claiming Event of Force Majeure conditions shall, In all instances and to the extent it is capable of doing so, use its best efforts to remove or remedy the cause thereof and minimize the economic damage arising thereof.

24.4 And in case the event of Force Majeure continues for a period exceeding 60 (Sixty) days, either Party may terminate this Agreement after giving the other Party prior notice of Thirty (30) days in writing. But in such eventuality, the lien/mortgage of the bank / financial institution shall subsist on the respective properties as have been mortgaged with them and said charge shall be paramount as against the First Party and also the Second Party.

25. SURVIVAL:

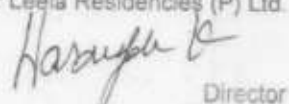
Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including representations, warranties, remedies, promises of indemnity and confidentiality, jurisdiction and arbitration.

For Best Zone Builders & Developers Pvt. Ltd.



Authorized Signatory

For Leela Residencies (P) Ltd.



Director

26. COUNTERPARTS:

This Agreement may be executed in two (2) counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute one (1) and the same instrument.

SCHEDULE-I

Details of the said land situated village Khuni Majra, Teshil Kharar, District SAS , Nagar, Mohali.		
Khasra No.	Area (in sq. mtr.)	Area in Kanals and Marlas
32//22	2353	(2-19)
32//23/1		(1-02)
32//23/2/1		(0-12)
32//12/2	2884	(5-14)
32//22	3062	(4-07)
32//23/1		(1-02)
32//23/2/1		(0-12)
32//22	304	(0-12)
	8603	17 Kanals 2 acre 1 kanal

SCHEDULE-II

Details of the said transferred Land vide registered sale deeds situated village Khuni Majra, Teshil Kharar, District SAS , Nagar, Mohali.		
Khasra No.	Area (in sq. mtr.)	Area in Kanals and Marlas
32//22	2353	(2-19)
32//23/1		(1-02)
32//23/2/1		(0-12)
32//12/2	2884	(5-14)
Total Area	5237	10 -7

For Best Zone Builders & Developers Pvt. Ltd.

For Leela Residencies (P) Ltd.

Authorised Signatory

Harangpur

For Leela Residencies (P) Ltd.

Director

For Best Zone Builders & Developers Pvt. Ltd.

Authorised Signatory

SCHEDULE-III

Details of the said Balance land situated village Khuni Majra, Teshil Kharar, District SAS, Nagar, Mohali.		
Khasra No.	Area (in sq. mtr.)	Area in Kanals and Marlas
32//22	3062	(4-07)
32//23/1		(1-02)
32//23/2/1		(0-12)
32//22	304	(0-12)
	3366	6-13

IN WITNESS WHEREOF, the Parties, hereto have set their respective hands to these presents on the day, date and year first above written.

Manmohan Singh

Mr. Manmohan Singh
S/o Sh. Charanjeet
Singh.

Jagdeep Singh

Mr. Jagdeep Singh S/o
of Charanjit Singh

FIRST PARTY

For Leela Residencies (P) Ltd.

Harpreet Singh

FOR M/S LEELA
RESIDENCIES PVT. LTD.

SECOND PARTY

For Best Zone Builders & Developers Pvt. Ltd.

Manmohan Singh

FOR M/S BEST ZONE PVT.
LTD

THIRD PARTY

Witness that the Affidavit herein
is given read over & explained to
the Deponent/Executant who seems
sincerely to understand the same at
the time & place, the Deponent

ATTESTED

Pragya Singh
Notary, Kharar (S.A.S. Nagar)

WITNESSES

1. *Om Parkash Chawla*
S/o Sh. Manohar Lal Chawla
A-3/GF3, Normal Chawla
Apartments, V.P. Road
21 Rakpur

2. *Nischay Ralhan*
Nischay Ralhan
S/o W.K. Ralhan
342, Sector 6,
Bachkula, Haryana

3. *Kulvinder Singh*
S/o Mohan Singh
Vill - Amulke,
Darg. Bari
Mohali





पेनाघ पंजाब PUNJAB

H 634329

AGREEMENT TO SELL

This Agreement to sell is made at Kharar on this 17th day of July, 2019.

BETWEEN:-

1. Mr. Manmohan Singh Son of Sh. Charanjeet Singh R/o Rasanheri, Kharar, Tehsil Kharar, District SAS, Nagar, Mohali. Punjab.
2. Mr. Jagdeep Singh Son of Sh. Charanjit Singh resident of Village Khunimajra, Tehsil Kharar, District SAS, Nagar, Mohali. Punjab. (Herein after referred to as SELLERS the party of the first part)

AND

M/S LEELA RESIDENCIES PVT. LTD a Private Limited Company having its registered office at Flat No. 101,102,103, Plot No. 6, DDA Local Shopping complex, Kirti Nagar, Furniture Block, New Delhi-110015 being represented herein by Its Managing Director Mr. Warangan Kumar Ralhan having been authorized vide resolution dated 20-Mar-2019 (Hereinafter referred to as BUYER the party of the second part).



For Leela Residencies (P) Ltd.

Director

$$1000 \times 2 = 2000 / \text{du}$$

3328
12/07/19

מחירי המוצרים הנמכרים
במחיר הנמוך ביותר

מחירי המוצרים

83710137875

L. P. P. P.

מחירי המוצרים
הנמכרים
במחיר הנמוך ביותר



पंजाब पंजाब PUNJAB

H 634330

The expression of the Seller and Buyer mean & include unless repugnant to the context be deemed to include their representatives, heirs, successors, legal representatives, administrators, nominees, assigns, successors in interest, authorized persons etc.

WHEREAS

- A. Sellers are the owners and are well and sufficiently entitled to all that piece and parcel of land following measuring 6-Kanal 13 Marlas (3366 Sq.Meters) falling in Village Khuni Majra, Tehsil Kharar, District Sahibzada Ajit Singh Nagar (SAS Nagar) (Mohali), Punjab now situated at Sector 115, Greater Mohali, Punjab (Hereinafter referred to as "the said Land"). The detailed description of the said land is clearly mentioned in Schedule-I of the present agreement.

For Leela Residences (P) Ltd.

Director

Hardeep Singh

Hardeep Singh



Hardeep Singh
Hardeep Singh

For Leela Residences (P) Ltd.

Hardeep Singh

Director

2002

3328/2
17/07/14



SHIVANI CHAUDHARI
STAMP VENDOR
KHARAR (G.A.S. ROAD)
L. No. 12, Ward 10/31-20

B. Sellers have further represented & warranted to Buyers that the said Property is absolutely seized and possessed of and otherwise well and sufficiently entitled by them.

C. The Sellers herein represents and warrants to the Buyer that the said land is the part of the approved project "ORCHID GREEN" and the Buyers shall deem to be entitled for all common facilities for all amenities being an integral part of the main project "Orchid Green" by virtue of present agreement.

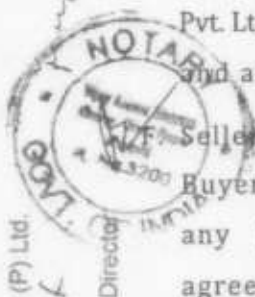
D. The Sellers herein represents and warrants to the Buyers who is developing the said property that he has a clear and unencumbered title to the said land except for the balance land which has been mortgaged to Indian Infoline Housing Finance, Limited however the same is absolutely owned and vested in favor the Owners without there being any intervention of any kind of regulation or law more particularly the Land Ceiling Act and that the said property falls within Tehsil Kharar, District Mohali & that there are absolutely no litigation or acquisition proceedings, neither under Land Acquisition Act nor under National Highway Authority of India (NHAI) or under any other Act prevalent.

E. The Sellers has further represented that the Sellers through their company M/S Best Zone Builders Pvt. Ltd. got the said entire land duly approved and CLU thereto has already been issued by the Competent authority in favour of M/S Best Zone Builders Pvt. Ltd. and the same will be applicable on the entire said land and all the parties to the present Agreement.

Sellers have further represented, confirmed and assured to the Buyer that they have not entered into any agreement to sell or any joint venture or joint development agreement or agreement of any kind in respect of the said property which may exercise any kind of right or option in respect of the said property;

G. Based on the aforesaid representations but not limited to the same, Sellers offered the said land to the Buyer to buy the said land and Buyer on the said representations is ready to

For Leela Residences (P) Ltd.



Director

For Leela Residences (P) Ltd.

Director

purchase the said land on the terms and conditions as set out hereinafter;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS: -

For Leela Residencies (P) Ltd.

Director

[Signature]

[Signature]

[Signature]

1. That the Seller has agreed to Sell and the Buyer has agreed to purchase "Property" situated at Orchid Greens in Village Khuni Majra, Sector 115, Kharar, SAS Nagar Mohali for a total consideration of Rs. 66, 48,000/- (Rupees Sixty Six Lac Forty Eight Thousand only).

2. That a sum of Rs. 27,85,000/- (Rupees Twenty Seven Lac Eighty Five Thousand only) has paid as earnest money as per the below mentioned details:

a. An amount of Rs. 2,00,000/- (Rupees Two Lac only) vide cheque no. 000411 dated 24-Apr-2019 drawn on HDFC Bank Ltd.

b. An amount of Rs. 1,00,000/- (Rupees One Lac only) vide cheque no. 000053 dated 01-May-2019 drawn on HDFC Bank Ltd.

c. An amount of Rs. 4,00,000/- (Rupees Four Lac only) vide cheque no. 000052 dated 01-May-2019 drawn on HDFC Bank Ltd.

d. An amount of Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only) vide cheque no. 000067 dated 07-May-2019 drawn on HDFC Bank Ltd.

e. An amount of Rs. 3,00,000/- (Rupees Three Lac only) vide cheque no. 001634 dated 09-May-2019 drawn on HDFC Bank Ltd.

f. An amount of Rs. 1,00,000/- (Rupees One Lac only) vide cheque no. 000088 dated 22-May-2019 drawn on HDFC Bank Ltd.

g. An amount of Rs. 3,00,000/- (Rupees Three Lac only) vide cheque no. 000100 dated 27-May-2019 drawn on HDFC Bank Ltd.

h. An amount of Rs. 2,00,000/- (Rupees Two Lac only) vide cheque no. 000107 dated 07-Jun-2019 drawn on HDFC Bank Ltd.

i. An amount of Rs. 3,00,000/- (Rupees Three Lac only) vide cheque no. 000122 dated 14-Jun-2019 drawn on HDFC Bank Ltd.



[Signature]

For Leela Residencies (P) Ltd.

[Signature]

Director

For Leela Residences (P) Ltd.

Director

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]



j. An amount of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) vide cheque no. 000133 dated 19-Jun-2019 drawn on HDFC Bank Ltd.

k. An amount of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) vide cheque no. 000134 dated 25-Jun-2019 drawn on HDFC Bank Ltd.

l. An amount of Rs. 3,35,000/- (Rupees Three Lac Thirty Five Thousand only) vide cheque no. 000144 dated 29-Jun-2019 drawn on HDFC Bank Ltd.

3. A sum of Rs. 38,63,000/- (Rupees Thirty Eight Lac Sixty Three Thousand only) representing the balance sale consideration, shall be paid after clearing the charge created by the owners by mortgaging the said land to Indian Infoline Housing Finance, Limited and at the time of registration of the Sale deed in the Office of Registrar.

4. The Sellers hereby represent, covenant, warrant, undertake and declare that:

4.1. The title to the said Land is free, clear and marketable and the Sellers are the in physical possession of the said Land

4.2. That the said Property or any part thereof is not subject matter of any litigation or proceeding and the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceeding and not subject to any attachment by the process of the Courts or in possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof or there is no any notice of acquisition or requisition in respect of the said Property.

4.3. The Sellers represent and assure that there are no subsisting agreement or arrangement to sell or otherwise for the said Property or any part thereof with anyone else and they have not executed any Power of Attorney in favour of any third party to deal with the said Property or any part thereof.

4.4. The Sellers undertake and declare that they shall not enter into negotiations, commit, transfer, charge, mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this Agreement to sell.

For Leela Residences (P) Ltd.

4.5. There are no pending liabilities, liens, charges or encumbrances with regard to the said Property including any government dues, which would

Director

[Handwritten Signature]

affect the title of the Sellers for the said Property and that the Sellers have paid all the taxes, cess, dues etc. to various authorities concerned till the date of execution of this Agreement to Sell and shall continue to pay till the date of registration of the sale deed.

For Leela Residencies (P) Ltd.

Director

Harvinder K

4.6. The Sellers have paid all the rates, charges and taxes as also all the rentals, gram panchayat taxes, recurring charges as well as outgoings, electricity bills for the said Property upto date.

4.7. The Seller is in the possession of and is not prohibited from handing over quite, vacant and peaceful possession of the said Property to the Buyer as contemplated herein.

4.8. The Seller has purchased the said Property after taking requisite permission from all concerned authorities if any required and till date they have not received any adverse notice from any of the authority in respect of the said property.

4.9. The Seller and the buyer have good right, full power and absolute authority to enter into this Agreement to sell.

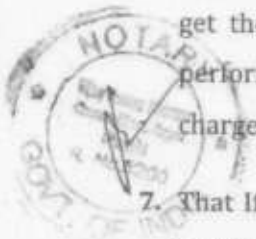
4.10. The transaction contemplated herein for sale of the Property from the Seller to the Buyer shall pertain to the entire Property.

4.11. There is no order of attachment by Income Tax Authorities and/or by any other authorities under the law for the time being in force or any notice issued or likely to be issued under section provisions of the Income Tax Act.

5. The Possession of the said land has already been given by the Sellers to the Buyer with the further right to develop as required by the Buyer to which the Buyer hereby duly acknowledges.

6. That if there is any delay or default on the part of the Sellers in performing their part of the contract then the Buyers shall be entitled to get the double the amount paid as earnest money or get specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the Seller.

7. That If the Buyers commits breach of the agreement, the Seller shall be entitled to forfeit the earnest money paid by the Buyers to the Seller and the Seller shall be at liberty to resell the property to any person.



Harvinder K

Jaydeep Singh

Harvinder K
Jaydeep Singh

For Leela Residencies (P) Ltd.

Harvinder K

Director

8. The Sellers shall execute the sale deed in favor of the Buyer or his nominee as the Buyer may require, on receipt of the balance consideration.

9. The Sellers agrees to pay all the outgoings, cesses, rates, taxes and other charges payable for the said Property upto the date of execution of this Agreement to sell and from the date of execution of this Agreement to sell onwards the same shall be borne and paid by the Buyers alone.

10. All expenses of and incidental to this Agreement to sell and the Conveyance's and all other assurances and writings including stamp duty and registration fees shall be borne and paid by the Buyer alone.

11. No provision of this Agreement to sell shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party except as may be required for the purpose of execution of this agreement.

12. The validity, construction and performance of this Agreement to sell shall be governed and interpreted in accordance with the laws of India.

13. Neither this Agreement to sell nor the rights or obligations hereunder shall be assigned or delegated, in whole or in part to any other third party or entity without the prior written consent thereto of the other Party. However, the Buyers shall at its discretion be entitled to call upon the Seller to execute the sale deed in respect of the said property in favour of any of its affiliates or nominees. However the parties affirm that the mutual rights and obligation under this agreement shall at all times remain that of the parties to this agreement.

14. The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement to sell shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement to sell or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by any Party hereto.

For Leela Residencies (P) Ltd.

Director

[Signature]

[Signature]



[Signature]
Jagdeep Singh

For Leela Residencies (P) Ltd.

[Signature]

Director

15. Each Party to this Agreement to sell represents that it possesses full power and authority to enter into this Agreement to sell and to perform its obligations hereunder and that the legal representative of each Party is fully authorised to sign this Agreement to sell.

16. No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

17. This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

18. Any disputes between the parties hereto, under or in respect of these presents and/or in respect of any issues arising out of the present agreement shall be governed by and construed in accordance with the laws of India and the Courts at Mohali shall have an exclusive jurisdiction to try and entertain such suit a or proceedings.

19. All the notices and communication required or permitted under this Agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered, or after 15 days after mailing, if mailed by registered post addressed.

20. This Agreement to sell may be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

For Leela Residencies (P) Ltd.

Director

Harpreet K

Harpreet K

Jaydeep S

Jaydeep S

For Leela Residencies (P) Ltd.

Harpreet K

Director



SCHEDULE-I

Details of the said Land situated village Khuni Majra, Teshil Kharar, District SAS, Nagar, Mohali.			
Name of the owners	Khasra No.	Area (in sq. mtr.)	Area in Kanals and Marlas
Manmohan Singh Son of Sh. Charanjeet Singh	32//22	3062	(4-07)
	32//23/1		(1-02)
	32//23/2/1		(0-12)
Jagdeep Singh Son of Sh. Charanjit Singh	32//22	304	(0-12)
Total Measuring:		3366	6-13



WITNESS WHEREOF, the Parties, hereto have set their respective hands to these presents on the day, date and year first above written.

Mr. Manmohan Singh S/o Sh. Charanjeet Singh.

Mr. Jagdeep Singh S/o of Charanjit Singh

SELLERS

For Leela Residencies (P) Ltd.

FOR M/S DIRECT LEELA RESIDENCIES PVT. LTD.

BUYER

WITNESSES

1. Om Parkash Chawla
S/o Sh. Manohar Lal Chawla
A-3/GF3, Anmol Chhaya
Apartments VIP Road
Zirakpur

2. Nishay
Nishay Bhatnagar
342, Sec 6, Parkside,
Hararyana

ATTESTED

Notary, Khari (S.A.S. Nagar)