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## AGREEMENT TO SELL

**THIS AGREEMENT TO SELL** is made on this ..... day of ..... between M/s Tybros Infratech Private Limited having its registered office at Village Micholi, P.O. Seem, Tehsil Bhikyasen, Almora-263680, Uttrakhand and corporate office at 5/54 3rd Floor, Main Shankar Road, Old Rajinder Nagar, New Delhi-110060 hereinafter called the

“SELLER” (which expression shall unless expressly excluded by context or law be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) or the party of the **FIRST PART** acting through Shri. Vivek Tyagi S/o (Late) Shri Vishwvir Singh Tyagi resident of S 359-360, Double Storey, New Rajinder Nagar, New Delhi-110060, the Authorized Signatory of the company for this purpose

AND

....., S/o/ W/o/ D/o, ....., resident of ..... holding PAN: BBB and ....., S/o/ W/o/ D/o, ....., resident of ..... holding PAN: BBB jointly to be called the “PURCHASER” (owning 50% each), the party of the **SECOND PART** (which expression shall unless expressly excluded by context or law be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns).

WHEREAS THE SELLER who are also the developers, are the sole exclusive and absolute owner and in possession of the cottage number SSS, at Pocket ....., at EON resort located at Midway Corbett Ranikhet, Near Maa Bhona Devi Temple, Ghatti-Basot Road, Village Jihad, District Almora, Uttarakhand having built up area of ..... square meter and super built up area of ..... square meter. , after including super area of ..... square meter (Hereinafter referred as ‘said property’).

AND WHEREAS the “SELLER” has agreed to sell and the “PURCHASER” has agreed to purchase the **Said property**’ for a total consideration of INR...../ (Rupees ..... Only/-), the detailed break up of which is given in Annexure A and subject to fulfillment of the below given terms and conditions by the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the “SELLER” do hereby agree to sell and the “PURCHASER” hereby agrees to purchase the **Said property**’ the detail of which is given in Annexure A (which is being developed by the SELLER and which will take approximate ..... months to complete and delivery will happen after completion of construction), for a total consideration of INR...../ (Rupees ..... Only/-). The SELLER acknowledges to have received payment as per the detail given below:

S. no.	Bank Name	Issuer Name	Amount (Rs)

the balance proceeds of INR ..... /- (Rupees ..... Only/-) will be received at the time of possession of the said property by the SELLER to the PURCHASER.

2. Parties agree to sign detailed Builder PURCHASER agreement within 120 days of the date of signing of this agreement and failure to sign the same on the part of either party will attract appropriate legal action and any such Failure would be considered as gross violation of the terms and conditions of this agreement.
3. That the **SELLER** will pay assured return as per negotiated amount between the parties, the detail of which is given in Annexure B. This assured return will become due and payable monthly. The said return is to be paid for a period as per the detail given in Annexure B, starting from the month succeeding the receipt of payment. Detailed Price and sale details of the property are given in Annexure A. This assured return is required to be paid subsequent to signing of assured return agreement between the parties.
4. “**PURCHASER**” will lease back the unit immediately at the time of possession and at that time will sign a detailed “Lease Deed” with the **SELLER**. **SELLER** has received the sample copy of the Lease Deed to be signed and after going through the same is willing to sign the same at the relevant time.
5. That the “**SELLER**” will pay assured monthly rental at the rate given in Annexure A. The said return is to be paid for a period as per the detail given in Annexure A. This rental is to be paid subsequent to signing of rental agreement between the parties and its’ timely renewal for the period specified in Annexure A.
6. Since “**PURCHASER**” has opted for lease back option, “**SELLER**” will allow 15 days free stay in each 12 months period starting from the date of receipt of INR ..... (Rupees ..... Only/-) out of the total consideration as given in annexure A. During the stay at the resort, “**PURCHASER**” and/or his co-passengers shall follow all the rules and regulations of the resort and shall not indulge in any illegal and/or immoral activity and shall not carry any illegal equipments (like satellite phones), illegal weapons, contraband items including any narcotics products and illegal and country

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made Indian and English Liquor or any inflammable substance posing danger to the resort and its inhabitants.

7. After payment of total consideration along with the charges and stamp duty for registration, the “**PURCHASER**” has got the absolute right to have the **Said property** transferred in his own name or in the name of his nominee/s and get the title deed registered in his own or in the name of his nominee, to which the **SELLER** has no objections of whatsoever nature.
8. That the **SELLER** assure the **PURCHASER** or its nominee/s that the above said cottage which is being developed by them is free from all type of encumbrances (like prior sale, gift, exchanges, charges, wills, court injunctions, attachments), liens, mortgage, disputes, or claims of any nature and in case of any default in fulfilling the conditions of this clause, **SELLER** shall be liable and responsible for all damages thus suffered/sustained by the **PURCHASER**, whether of pecuniary nature or otherwise as a result of any such default.
9. That in the event of refusal or avoidance by the **SELLER** to complete the transaction as mentioned above in favor of the **PURCHASER** or his nominee/s, the **PURCHASER** shall have the absolute right to get the **said property** registered by a specific performance through the court of the law at the cost of the **SELLER**. However before enabling such right, **PURCHASER** shall make full payment of the gross consideration (as given in Annexure A) including (stamp duty and associated charges, service tax and any other tax as may be applicable at the prevailing rates).
10. That the original papers along with valid, peaceful and vacant possession of the **said property** shall be handed over by the **SELLER** to the **PURCHASER** or his nominee/s at the time of completion of construction of the above cottage which will be approximately 30 months immediately succeeding the month after the date of this agreement.
11. That the **SELLER** and the **PURCHASER** shall do or cause to be done, all that is and will be required for perfect right, title, interest in favor of the **PURCHASER** or its nominee/s after the expiry of period given in clause 10.
12. Any agreement to sale signed by the **SELLER** with regards to the **said property** before the present agreement to sale will automatically stand cancelled at the time of execution of this Agreement.

13. This Agreement is irrevocable and if any of the parties fail to complete the transaction, the aggrieved party shall get it enforced through court of law and the defaulting party shall be liable for all expenses, costs incurred and damages suffered. Further, the **SELLER** agrees to cooperate in all respects so as to provide a clear right and title of the **said property** in favor the **PURCHASER**.

14. **SELLER** has given a buy back option to the **PURCHASER** for the said property as per the detail given below:



The above buy back option can be availed by the **PURCHASER** at his will and **SELLER** can't force the **PURCHASER** to sell back at the above given prices unless **SELLER** has expressly sent a written confirmation for availing this option. Once the **PURCHASER** exercises this option, it shall be deemed that the **PURCHASER** had authorized the **SELLER** to either buy the unit on its own or to arrange to sale the same to any third party at a price not lower than the price mentioned above (any additional price at which **SELLER** is able to sell the unit shall remain with **SELLER** and **SELLER** shall only be liable to pay the price mentioned in this paragraph). Once the **PURCHASER** exercises this option, **SELLER** will immediately look for buyers in the market and will strike the deal for selling the **PURCHASER'S** unit to new buyer and **SELLER** shall be liable to make payment to the **PURCHASER** after sale proceeds have been paid by the new buyer.

15. All the settlements in case of dispute or otherwise with regards to this agreement are subject to the courts having Almora Jurisdiction.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands to these present on the day, month and year, first mentioned above in the presence of the following witness hereof.

**SELLER (Party of the FIRST PART) acting through its director Sh Vivek Tyagi.**

**Name: M/s Tybros Infratech Private Limited**

PURCHASER (Party of the SECOND PART)

Name: AAAAAAAAAA

Signature:

PAN: BBB

Name: Mrs. CCC

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Signature:

PAN: BBB

Witness 1:

Name:

Address:

PAN:

Signature:

Witness 2:

Name: .....

Address: .....

PAN: [REDACTED]

Signature:

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ANNEXURE A (DETAIL OF COTTAGE PURCHASED, BREAK UP OF SELLING PRICE, PAYMENT RECEIVED) – Below given prices and rates are excluding service tax and any other applicable taxes

Cottage Number : SSS at Pocket –E

Cottage Type : .....

Total Built up Area : ..... SQUARE METER

Super Area : ..... SQUARE METER

Total Super Built Area : ..... SQUARE METER

Total Consideration : INR...../- (excluding service tax)

Basic Selling Price : INR ..... per SQUARE METER or INR ...../- in total

PLC : INR .....per SQUARE METER or INR ...../- in total

IFMS : INR ..... per SQUARE METER or INR ...../- in total

EDC : INR .....per SQUARE METER or INR ...../- in total

IDC : INR .....per SQUARE METER or INR ...../- in total

Power Back up : INR .....per SQUARE METER or INR ...../- in total

FFC : INR .....per SQUARE METER or INR ...../- in total

Furnishing Cost : INR ..... per SQUARE METER or INR ...../-

Club Membership : INR .....

Parking Charges : INR .....

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**Assured Return:** Assured return on each installment is to be paid as per the detail given in Annexure B. Return will become due and payable at the end of each month and is subject to deduction of tax as per the details given in Annexure B.

**Assured Rental Plan:** All the payments are subject to deduction of tax at the applicable rates under the relevant provisions of the relevant act

Serial Number	Rental
1.	First ..... months from the date succeeding the date of delivery of the said property @ ...% p.a. of the BSP of INR ...../-.
2.	For ..... months from the date of expiry of the ..... months mentioned in serial number 1 of this table @ ...% p.a. of the BSP of INR ...../-..
3.	For ..... months from the date of expiry of the ..... months mentioned in serial number 2 of this table @ ...% p.a. of the BSP of INR ...../-.
4.	For ..... months from the date of expiry of the ..... months mentioned in serial number 3 of this table @ .....% p.a. of the BSP of INR ...../-.

All the rentals are subject to deduction of TDS at the applicable rates at the date of payment; advance cheques are to be given by the company (after deduction of TDS at the time of signing lease agreement) and in case of change in rates of TDS or any other change in law which requires tax to be deducted at a differential rate, PURCHASER will return the unbanked cheques to the SELLER and SELLER will reissue the cheques within 2 working days (excluding Sundays and public holidays) of receipt of the returned cheques.

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**ANNEXURE B (DETAIL OF ASSURED RETURN)**

Payments are to be made by the PURCHASER with monthly intervals @ ..... per square meter on the total super built up area of .....square meter to be payable equally to the PURCHASER's for a total period of ..... months.

The details of the payment are given below:

**TABLE 1**

Sl No.	Ch. No.	Cheque Date	Bank	Name of the Beneficiary	Gross Payable Amount	TDS Deduct ed	Cheque Amount
1			YBL	.....	.....	.....	.....
2			YBL	.....	.....	.....	.....
3			YBL	.....	.....	.....	.....
4			YBL	.....	.....	.....	.....
5			YBL	.....	.....	.....	.....
6			YBL	.....	.....	.....	.....
7			YBL	.....	.....	.....	.....
8			YBL	.....	.....	.....	.....
9			YBL	.....	.....	.....	.....
10			YBL	.....	.....	.....	.....
11			YBL	.....	.....	.....	.....

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12			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
13			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
14			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
15			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
16			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
17			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
18			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
19			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
20			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
21			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
22			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
23			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
24			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
25			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
26			YBL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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27			YBL				
28			YBL				
29			YBL				
			YBL				
				<b>Total</b>			

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TABLE B

SI No.	Ch No	Cheque Date	Ban k	Name of the Beneficia ry	Gross Payable Amount	TDS Deducted	Cheque Amount
1			YBL	CCC			
2			YBL	CCC			
3			YBL	CCC			
4			YBL	CCC			
5			YBL	CCC			

6			YBL	CCC			
7			YBL	CCC			
8			YBL	CCC			
9			YBL	CCC			
10			YBL	CCC			
11			YBL	CCC			
12			YBL	CCC			
13			YBL	CCC			
14			YBL	CCC			
15			YBL	CCC			
16			YBL	CCC			
17			YBL	CCC			
18			YBL	CCC			
19			YBL	CCC			
20			YBL	CCC			

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21			YBL	CCC				
22			YBL	CCC				
23			YBL	CCC				
24			YBL	CCC				
25			YBL	CCC				
26			YBL	CCC				
27			YBL	CCC				
28			YBL	CCC				
29			YBL	CCC				
			YBL	CCC				
				Total				

**Essential conditions to be mandatorily complied with by the PURCHASER**

1. All the above payments are excluding service tax and any other indirect tax applicable at the time of payment as per the applicable laws in India and the same will be payable as per the applicable rates on the relevant dates.
2. All the returns are subject to deduction of TDS at the applicable rates at the date of payment; advance cheques are to be given by the company (after deduction of TDS at the time of receipt of payment) and in case of change in rates of TDS or any other change in law which requires tax to be deducted at a differential rate, **PURCHASER** will return the unbanked cheques to the **SELLER** and **SELLER** will

reissue the cheques within 2 working days (excluding Sundays and public holidays) of receipt of the returned cheques.

3. The assured return at the above specified rates are to be given by the **SELLER** till happening of earliest of any of the below given events:

Delivery of physical peaceful possession of the **said property**;

Registry of the **said property** in the name of the **PURCHASER**;

30 months from the date of receipt of 90% of the payment/ signing of this agreement.

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