

AGREEMENT

THIS AGREEMENT is made at Almora on thisTH day of, 2015.

BETWEEN

Tybro's Infratech Private Limited, a Company registered under the Companies Act, 1956 having its Registered Office at – Village Micholi, P.O. Seem, Tehsil Bhikyasen, Almora-263680 (hereinafter referred to as "**Company**" or "**TIPL**" 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, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) through its duly authorized signatory of the ONE PART

AND

Mr. /Mrs. XXXX, son/wife of Shri., resident of ZZZZ holding PAN: ZZZZ and Mr. /Mrs. XXXX, son/wife of Shri., resident of ZZZZ holding PAN: ZZZZ, jointly referred to as "**BUYER**" (owing 50% each) which expression shall unless repugnant to the context or meaning thereof, includes his/ her/ their respective heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

Company/**TIPL** and **BUYER** are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

TIPL is the owner of the entire land located at EON- Cottages-Villas situated in the revenue estate of villages Micholi, P.O. Seam, Tehsil Bhikiasain, District Almora, Uttarakhand. **TIPL** is well authorized and entitled to use the above Land and develop and construct (either directly or in a legal manner deemed appropriate by **TIPL**) a residential township which will be part of a luxury resort which will also be constructed and developed by **TIPL** there. **TIPL** is further authorized to market and sell the residential township project comprising of Cottages, Villas and Independent Floors, directly or through associates, subsidiaries, agents, brokers or in other legal ways deemed appropriate by **TIPL**, hereinafter referred to as the said "**Land**").

Proposed residential Township Project at the said land will be popularly known in the name and style of "ESSENCE OF NATURE- COTTAGES-VILLAS" (herein after referred to as "**said project**").

The **BUYER(s)** has agreed to the terms and conditions as set out in the application for the allotment of Cottage of the said Project more particularly described in **Annexure - A** annexed hereto (hereinafter referred to as "**said Unit**") in the said Project.

The **BUYER(s)** has represented that he has applied for allotment of said Unit after inspection of the said land, after satisfying himself in all regards, is fully aware of the laws applicable to the said land and after understanding the arrangements pertaining to the said Project in particular, which have been explained by **TIPL** and understood by him. There will be no further investigation by the **BUYER** from/to **TIPL** in this regard.

The **BUYER(s)** has represented that he has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title in the Land of the said Project is clear and marketable and **TIPL** has the legal right and authority to develop, construct, market and sell the said Project on the said Land and the **BUYER(s)** hereby accepts and agrees to abide by the terms and conditions of this Agreement. Further the **BUYER(s)** has also seen and understood the tentative plans, designs, and specifications of the said Unit and the said Project and is willing to purchase the said Unit.

The **BUYER(s)** acknowledges that the Company has provided all the information and clarifications as required by the **BUYER(s)** and that the **BUYER(s)** is fully satisfied with the same and has relied on his own judgment and investigation in deciding to apply for allotment of the said Unit and has not relied upon and/or is not influenced by any architect's plans, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/sales organizers/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said Unit/ said Project. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.

The **BUYER(s)** has shown interest in the Project and is interested in buying cottage, the detail of which is given under **Annexure-A** (hereinafter to be known as the said "Unit")

The **BUYER(s)** has confirmed to the Company that he/she is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he/she has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

TIPL relying on the confirmations, representations and assurances of the **BUYER(s)**, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot the said Unit and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

The **BUYER(s)** agrees that wherever in this Agreement, it is explicitly mentioned that the **BUYER(s)** has understood or acknowledged obligations of the **BUYER(s)** or the rights of the Company, the **BUYER(s)** has given consent to the actions of the Company or the **BUYER(s)** has acknowledged that the **BUYER(s)** has no right of whatsoever nature, the **BUYER(s)** in furtherance of the same, shall do all such acts, deeds or things, as the Company may deem necessary and/or execute such documents/deeds in favour of the Company at the first request without any protest or demur.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That **TIPL** hereby agrees to sell and the **BUYER(s)** hereby agrees to purchase the said Unit as per the detail given in **Annexure - A** annexed to this Agreement, as per plans and specifications inspected, seen and agreed by the **BUYER(s)** for a Basic Sale Price, Preferential Location Charges plus other applicable charges/ cost as described in **Annexure - B** annexed to this Agreement in respect of the said Unit.
2. The **BUYER(s)** agrees that he has applied for allotment of said Unit with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India.
3. The **BUYER(s)** confirms that he has seen and understood the tentative plans, designs, and specifications of the said Unit/ Project and agrees to the same. He also further agrees that **TIPL** may make such variations, additions, alterations etc. therein as it may in its sole discretion consider proper for the said Project or as may be required by the said Authority or any other authority, Govt. agencies/authorities or the Architect.
4. The **BUYER(s)** agrees that they have paid the price of the said Unit and other charges/ cost calculated on the basis of super built-up area, which is understood to include pro-rata share of the common areas in the Project. It is further understood and agreed by the **BUYER(s)** that the super built- up area of the said Unit given in this Agreement are tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of **TIPL** which may result in change (decrease/ increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed by **TIPL** on completion of development of the Project. In case of increase in the allotted super built-up area of the said Unit, the **BUYER(s)** shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted super built-up area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded / adjusted (as the case may be) by **TIPL** to the **BUYER(s)**.

5. The built-up area of the said Unit means the covered area of the said Unit including area enclosed by its periphery walls and area under walls, columns, veranda etc., which form integral part of the said Unit. The common walls if any of adjoining shall be jointly owned and equally for the support whether vertical or lateral etc. by the respective **BUYER(s)** as the common wall stare partly on each adjoining plot. The area of the said Unit includes half of the area covered by the common walls.
6. The **BUYER(s)** specifically agrees to pay directly or if paid by **TIPL** then reimburse to **TIPL** on demand, Govt. rates, lease rent, property taxes, municipal taxes, service tax, taxes of all and any kind by whatever name called leviable in future on the said Land and/or Project constructed on the said Land or the said Unit, as the case may be, as assessable/ applicable from the date of offer of possession of the said Unit to the **BUYER(s)** and the same shall be borne and paid by the **BUYER(s)** in proportion to the built-up area of the said Unit to the built-up area of all the Units in the said Project as determined by **TIPL**.
7. The **BUYER(s)** undertakes to additionally pay to **TIPL**, on demand, External Development Charges (EDC) levied and Infrastructure Development Charges (IDC) by whatever name called or in whatever form, as fixed and provided for in Annexure B.
8. It is an essential condition of allotment to the **BUYER(s)** that the use of the said Unit by the **BUYER(s)** shall always be for residential purpose. Any change in the specified use, which is not in consonance with the theme of the said Project or is otherwise detrimental to the public interest will be treated as a breach of the terms of allotment entitling **TIPL** to cancel the allotment and forfeit the entire amount deposited by the **BUYER(s)**. Thereafter, the **BUYER(s)** shall not have any right, title or interest left in the said Unit allotted to him. Notwithstanding anything given under this clause, after delivery and registry of the said unit in the name of the **BUYER**, **BUYER** can lease back the said unit only to **TIPL** under a separate lease agreement.
9. The **BUYER(s)** hereby agrees not to expand/ extend the area of the said Unit and not to change the existing elevation/ design of the said Unit. The **BUYER(s)** hereby undertakes not to carry out any renovation or construction work in the

vacant area of the plot unless otherwise sanctioned by the Competent Authority. The **BUYER(s)** further undertakes to be responsible and liable for any violation/ deviation of the sanctioned plan, building byelaws, guidelines etc. of the Competent Authority and agrees to indemnify **TIPL** for all losses, costs, expense, damages etc. in this connection.

10. Subject to other clauses herein, **TIPL** has allotted to the **BUYER(s)** the said Unit in the said Project as per plans and specifications inspected, seen and agreed by him for a basic sale price plus additional cost and preferential location charges, Government levy, maintenance security, etc. as applicable to the said Unit. The Basic Sale Price (BSP) and other price detail of the said Unit is annexed to this agreement as **Annexure-B**.
11. The basic sale price, additional cost, Government levy, maintenance security and preferential location charges shall be paid by the **BUYER(s)** to **TIPL** as per the payment plan opted made by the **BUYER(s)** in **Annexure-B**. The payments made by the **BUYER(s)**, are also given in **Annexure-B**.
12. The Basic Sale Price of the said Unit is firm. However where any additional, government rates, taxes, cess etc. and/ or any other charges/ cost which may be levied or imposed by the Government/ statutory authorities (by whatever name called), from time to time, the **BUYER(s)** agrees to pay the same proportionately to **TIPL** and/or respective Government. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ said Project, requiring **TIPL** to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the **BUYER(s)** in proportion to the super area of his Unit to the total super area of all the Units in the said project, as and when demanded by **TIPL**.
13. It is agreed between the parties that the price of the said Unit is inclusive of cost of carrying out of internal development works, however, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the said Project.

14. It is clarified by **TIPL** and agreed by the **BUYER(s)** that the basic selling price of the said unit does not include the cost for club, electricity meter connection, parking charges, maintenance charges etc. and other administrative cost and expenses, which shall be payable by the **BUYER(s)** in addition to the price of the said Unit. The **BUYER(s)** shall pay the amount on demand, to **TIPL** as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit, or as the case may be. All the costs and charges mentioned in this agreement shall be in accordance with **Annexure B**.
15. **TIPL** will construct and develop a Club at the said property for its esteemed patrons and the **BUYER** shall pay amount given in **Annexure-B** as the interest free, one time and non refundable life membership fees for the same. Club shall be managed by **TIPL** and/or its nominee after the completion of the construction and other legal formalities to make it operational. The **BUYER(s)** shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The **BUYER(s)** shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club. It is clarified that the **BUYER(s)** shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by **TIPL** and/ or its nominee appointed for this purpose.
16. The **BUYER(s)** agrees that specifications shown in the brochure/ pamphlet/ advertisements and any other marketing or promotional document are indicative only and that **TIPL** may on its own can provide any additional/ better specifications and/or facilities other than those mentioned in the abovementioned document, due to technical or aesthetic reasons, also including reason of non availability of certain materials of acceptable quality and prices or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit. **TIPL** however assures that if any changes are made, then the changed items/accessories would be of the same or better quality as given in the aforementioned document.
17. The **BUYER(s)** hereby specifically agrees that if due to any change in the layout/building plan, the said Unit becomes preferentially located, in such case; the **BUYER(s)** shall be liable and agrees to pay the amount as and when demanded by

TIPL as preferential location charges as stated in the Payment plan else subject to availability of other cottage at that time, **BUYER(s)** can request **TIPL** to replace his unit with a unit without any preferred location charges.

18. The **BUYER(s)** hereby agrees to make all payments (if not already paid fully) within time as per the terms of Schedule of payments mentioned in this Agreement and/or as may be demanded by **TIPL** from time to time without any reminders from **TIPL** through A/c Payee Cheque(s)/ Demand Draft(s) in favor of "Tybros Infratech Private Limited." payable at Par. The receipt of payment shall be issued by **TIPL** in the name of first **BUYER(s)** [in case the said Unit is allotted to joint **BUYER(s)**] irrespective of payment received from any other person.

19. The **BUYER(s)** may avail financial assistance towards purchase of said Unit from any bank/ financial institution. However, if any bank/ financial institution refuses /makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then **BUYER(s)** shall not make such refusal/ delay an excuse for non-payment of any installments/dues to **TIPL**, within stipulated time as per the payment plan. Further, the obligation of the **BUYER(s)** to purchase the said Unit pursuant to this Agreement shall not be contingent on the **BUYER's** ability or competency to obtain such financing and the **BUYER(s)** will remain bound under this Agreement. Further, in case the **BUYER(s)** fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and **TIPL** may accept the Purchaser of the said Unit in place of the **BUYER(s)**, after the Purchaser complies with the necessary formalities of **TIPL** in this respect. The amount standing to the credit in the account of the **BUYER(s)** after forfeiting the amount as per Clause 21 of this Agreement will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask to cancel the booking of said Unit and call for repayment of outstanding loan amount, then **TIPL** may, in its discretion, cancel the booking and after forfeiting the amount as per Clause 21 of this Agreement, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the **BUYER(s)**.

20. It is agreed by the **BUYER(s)**, that the timely payment of installments and other

allied charges/ cost indicated herein is the essence of this Agreement (if not yet paid fully on the date of signing of this agreement). It shall be incumbent on the **BUYER(s)** to comply with the terms of payment and the **BUYER(s)** herein has agreed that **TIPL** is under no obligation to send reminders for payments. If payment is not received by **TIPL** within the period as indicated in the Payment plan opted by the **BUYER(s)** or if there is any other breach of terms of this Agreement, then this Allotment may be cancelled.

21. The **BUYER(s)** hereby agrees that out of the amount(s) paid/ payable by him for the said Unit allotted to him, **TIPL** shall treat 15% of sale consideration amount as earnest money to ensure fulfillment of all the terms and conditions by the **BUYER(s)** as contained in this Agreement.

22. In the event of the failure of the **BUYER(s)** to perform his obligations or fulfill all or any of the terms and conditions set out in the Agreement, the **BUYER(s)** hereby authorizes **TIPL** to cancel the Allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable. The amount, if any, paid over and above the earnest money shall, however be refunded to the **BUYER(s)**/ the financial institution as the case may be by **TIPL** without any interest after re-allotment of the said Unit and after compliance of certain formalities by the **BUYER(s)**. However, in exceptional circumstances **TIPL** may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 24% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by **TIPL** in the Basic Sale Price/in the payment term to the **BUYER(s)** in lieu of consensus of the **BUYER(s)** for timely payment of installments and other allied cost, then the **BUYER(s)** hereby authorizes **TIPL** to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the **BUYER(s)** hereby agree to pay immediately.

23. The **BUYER(s)** may opt for cancellation only within two months from the date of allotment of the said Unit and in case the allotment of the said Unit is cancelled at the behest of the **BUYER(s)**, then the **BUYER(s)** hereby authorizes **TIPL** to forfeit

the earnest money; and the amount, if any, paid over and above the earnest money shall be refunded by **TIPL** to the **BUYER(s)** without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Agreement shall stand cancelled and the **BUYER(s)** shall be left with no right, title, interest, lien etc. on the said Unit.

24. The **BUYER(s)**, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and the rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide **TIPL** with such permissions, approvals etc. which would enable **TIPL** to fulfill its obligations under the letter of Allotment. The **BUYER(s)** hereby understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made there under as amended from time to time and **TIPL** accepts no responsibility in this regard.
25. The Company shall not be responsible towards any third party making payments, remittances on behalf of the **BUYER(s)** and such third party shall not have any right in this Agreement and allotment of the said Unit in any manner and the Company shall issue payment receipts in favour of the **BUYER(s)** only.
26. It is agreed by and between the Parties that unless a Conveyance Deed is executed and registered, **TIPL** shall continue to have full authority over the said unit and all amounts paid by the **BUYER(s)** under this Agreement shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest on the said Unit until he has complied with all the terms and conditions of this Agreement and a Conveyance Deed of the said Unit has been executed and registered in his favor.
27. This Allotment is subject to the terms and conditions of sanction of layout plan and/or licenses issued/ to be issued by the concerned Authority in respect of the said Land/ said Project to **TIPL** wherever applicable and the **BUYER(s)** hereby accepts and agrees to abide by the same.

28. **BUYER(s)** has given the name of Mr., son of Shri., holding ~~Passport No./PAN /Driving License No/ Voter ID No~~; resident of will be acting as nominee of the **BUYER(s)** for the said unit for the purpose of this agreement.
29. The **BUYER(s)** is not entitled to get the name(s) of his nominees(s) substituted in his place. **TIPL** may however, in its discretion, permit such substitution (which will not be withheld unreasonably), on such terms and conditions including payment of administrative cost and other costs as it may deem fit. Any change in name (including addition/deletion) of the nominee will be deemed as substitution for this purpose.
30. **TIPL** shall complete the development/construction of the Unit/Project within Thirty (30) months from the date of signing of this Agreement by the **BUYER(s)**, or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause 31] and subject to other Unit **BUYER(s)** making timely payment or subject to any other reasons beyond the control of **TIPL**. No claim by way of damages/compensation shall lie against **TIPL** in case of delay in handing over the possession on account of any of the aforesaid reasons and **TIPL** shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the **BUYER(s)**. The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Government holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
31. **TIPL** shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause, (whether similar or dissimilar to the foregoing) not within the reasonable control of **TIPL** ("**Force Majeure**"). Further, **TIPL** shall not be held liable for any delay in offer of possession of the said Unit to the **BUYER(s)** if the delay is caused as a result of any Act, Order, Rule, Notifications etc. of the Government or any competent Authority or due to delay grant of

completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional work demanded by the **BUYER(s)** in the said Unit at any point of time during development of the said Unit.

The Company during the continuance of the Force Majeure, reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances so warrant, the Company may also suspend the development of the Project for such period as is considered expedient and the **BUYER(s)** agrees and consents that he shall have no right to raise any claim, demand, compensation of any nature whatsoever for or with regard to such suspension. The **BUYER(s)** agrees and understands that if the Force Majeure condition continues for an unexpected long period, then the Company alone in its own judgment and discretion, may either suspend or abandon the project and terminate this Agreement and in such case, the only liability of the Company shall be to refund the amounts paid by the **BUYER(s)** without any interest or compensation whatsoever. The **BUYER(s)** further agrees that he shall have no right or claim of any nature whatsoever against the Company and the Company shall be released and discharged of all its obligations and liabilities under this Agreement.

32. **TIPL** shall offer in writing to the **BUYER(s)** to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and **TIPL** shall hand over the said Unit to the **BUYER(s)** for his occupation and use subject to the **BUYER(s)** having complied with all the terms and conditions of this Agreement and is not in default under any of the terms and conditions herein and has complied with all the provisions, formalities, documentation etc., as may be prescribed by **TIPL** in this regard.
33. Upon receiving a written intimation from **TIPL**, the **BUYER(s)** shall within the time stipulated by **TIPL** in the notice/letter offering possession, take over possession of the said Unit from **TIPL** by executing necessary indemnities, Undertakings and such other documentation as **TIPL** may require and **TIPL** shall after satisfactory execution of such documents and payment by **BUYER(s)** of all the dues, permit the **BUYER(s)** to occupy and use the said Unit. If the **BUYER(s)** fails to take over the said Unit as aforesaid within the time limit prescribed by **TIPL** in its notice/letter, the said Unit shall lie at the risk and cost of the **BUYER(s)** and **TIPL** shall have no

liability or concern thereof. Further, in the event of the **BUYER(s)** failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of thirty days of offer of possession for the purpose of payment of maintenance charges or any other taxes, duties, levies, outflows on account of the Unit or for any other purpose. Further it is agreed by the **BUYER(s)** that in the event of his failure to take over the said Unit in the manner as aforesaid, the **BUYER(s)** shall pay to **TIPL** holding penalty at the rate of Rs. 5/- (Rupees five only) per square meter of the super built-up area of the said Unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Agreement is fully paid.

34. That, if for force majeure reasons or for reasons beyond the control of **TIPL**, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that **BUYER's** money will be refunded on demand after compliance of certain formalities by the **BUYER(s)**.
35. The **BUYER(s)** shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to **TIPL** developing or continuing with the development of other Units adjoining the said Unit sold to the **BUYER(s)**.
36. **TIPL** is authorized to raise loan by creating mortgage of the project land from any financial institution and the **BUYER(s)** will have no objection in this regard. However, such mortgage, if created will be got vacated before handing over possession of the said Unit to the **BUYER(s)**.
37. The **BUYER(s)** will be entitled to possession of the said Unit only after all the amounts payable under this Agreement are paid and the Conveyance Deed in respect of the said Unit is executed and duly registered with the Registrar/ Sub-Registrar concerned.
38. The **BUYER(s)** after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All

complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the **BUYER(s)** or his authorized representative.

39. After taking possession of the said Unit by the **BUYER(s)**, if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the **BUYER(s)** in co-operation with the other **BUYER(s)** in the said Project at his own cost and expense and **TIPL** shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the **BUYER(s)** after getting the plans thereof sanctioned from the concerned authorities.
40. That upon completion of the Project, **TIPL** shall (subject to the whole of the consideration money and other cost and dues being received), complete the Conveyance Deed of the Unit in favor of the **BUYER(s)** in such manner as may be permissible at the cost and expense of the **BUYER(s)** and on the terms and conditions of this Agreement except those omitted by **TIPL** as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
41. That the stamp duty, registration fee and other legal charges for execution and registration of this Agreement, Conveyance Deed or any other Documents with respect to the said Unit shall be payable by the **BUYER(s)** within the time specified in call notice given by **TIPL** to the **BUYER(s)**. The **BUYER(s)** shall be fully responsible for paying any deficient stamp duty and other charges to the Government authorities.
42. **TIPL** alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc or for any other purposes.
43. The common areas and facilities shall remain under the control of **TIPL** whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/assigned to any other body or association for maintenance.
44. In order to provide necessary maintenance services **TIPL** may, after offer of

possession of the said Unit to the **BUYER(s)**, hand over the maintenance of the said Project to any, body corporate or an association (hereinafter referred to as "**Maintenance Agency**") as **TIPL** may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the residential Project including landscaping and common lawns, water bodies and other common areas of the residential Project will be undertaken by **TIPL** or its nominated Maintenance Agency. The **BUYER(s)** agrees and consents to the said arrangements. The **BUYER(s)** shall pay maintenance charges, which will be fixed by **TIPL** or its nominated Maintenance Agency from time to time depending upon the maintenance cost.

45. The **BUYER(s)** agrees to pay to **TIPL** interest free Maintenance Security(IFMS) in order to secure adequate provision of the maintenance services and for due performance of the **BUYER(s)** in paying the maintenance charges and other charges as raised by the Maintenance Agency from time to time. The **BUYER(s)** hereby agrees to pay the maintenance charges along with applicable taxes, cess etc. to **TIPL/** the Maintenance Agency from the date of commencement of maintenance services by **TIPL/** the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the **BUYER(s)** or not. In case of unit purchased without lease back option, **BUYER(s)** has to pay every year maintenance charges at the rate specified by **TIPL** in the first month of each financial year.
46. The **BUYER(s)** agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Agreement. A separate Maintenance Agreement between the **BUYER(s)** and **TIPL** or its appointed Maintenance Agency will be signed at a later date.
47. **TIPL** will pay assured return and assured lease rental which will be backed by the bank guarantee and these bank guarantees will be governed by separate lease rental and assured return agreements. **TIPL** will ensure to automatically renew the tenure and modify the terms of the bank guarantee (without any oral or written request from **BUYER**), as may be agreed upon in each of such agreements.
48. **TIPL** or its Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this

Agreement including for any connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like fire, short-circuit, gas-leakage, etc. the **BUYER(s)** hereby authorizes **TIPL** or its Maintenance Agency and their representatives, employees etc. to break open the locks, doors, windows etc. of the said Unit so as to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.

49. That the said Project is and shall always be known as "ESSENCE OF NATURE" and these names shall never be changed by the Unit **BUYER(s)** or anybody else.

50. That **TIPL** shall have the first lien and charge on the said Unit, in the event of the **BUYER(s)** parting with any right, title or interest therein, for all its dues that may become due and payable by the **BUYER(s)** to **TIPL** under this Agreement.

51. That all the terms and conditions contained herein shall be equally binding on the Occupier of the said Unit and default of the Occupier, if any shall be treated and construed as that of the **BUYER(s)**, unless context requires otherwise.

52. That the **BUYER(s)** shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said project which may cause a nuisance and discomfort to other Unit **BUYER(s)**; save and except at areas/places specifically earmarked for these purposes in the said Project. **BUYER(s)** shall strictly adhere to the bye laws of EON resort which **TIPL** will issue from time to time (possession and occupancy of the said unit should be in lines with the said bye laws which will be related to the standards to be maintained at the premises without restricting any equitable rights of the **BUYER(s)**); non adherence to such bye laws will result in pecuniary penalties as may be defined in the respective bye laws from time to time on the **BUYER(s)**.

53. The **BUYER(s)** agree to relinquish his rights on the Unit/ cottage in the below given matters:

- a. If **BUYER(s)** or any of his associates, agents, representatives, relatives etc., carries on any illegal activities from/at the premises of the cottage.

- b. If **BUYER(s)** or any of his associates, agents, representatives, relatives etc., carries on any anti social, immoral or any other activities which are opposed to public policy or which are against national interest from/at the premises of the cottage.

In both the above cases, **BUYER(s)** will transfer the property back to **TIPL** for the below given consideration:

In case **BUYER** has availed for lease back option: Total consideration would be: Basic selling price in addition to the assured rental and assured return received by the owner before the leasing of cottage and lease rent received by **BUYER/owner**.

In case **BUYER** has not availed for lease back option: Total consideration would be: Basic selling price (In addition to the assured return already received by the **BUYER(s)** till the date of possession of the said unit by **TIPL**).

If any direct or indirect pecuniary loss has to be borne by **TIPL**, as a result of the activities given under sub clauses (a) and (b) above, the same amount will be deducted from the consideration payable to the **BUYER(s)** under this clause.

54. That any delay or indulgence by **TIPL** in enforcing the terms of this Agreement or any forbearance or giving of time to **BUYER(s)** shall not be construed as a waiver on the part of the Company for any breach or non-compliance of any of the terms and conditions of this Agreement by the **BUYER** nor shall the same in any manner prejudice the rights of **TIPL**.
55. That the **BUYER(s)** hereby agrees that in case he has availed loan facility for the purchase of the said Unit, upon execution and registration of Conveyance Deed regarding the said Unit, the original Conveyance Deed shall be received by **TIPL** on behalf of the **BUYER(s)** from the registration office directly and the **BUYER(s)** authorizes **TIPL** to deposit the same with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
56. That the **BUYER(s)** shall not at any time demolish the said Unit or any part thereof

nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof which may affect other Units. The **BUYER(s)** shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

57. All the payments which are to be made by the **BUYER(s)** to **TIPL** would be subject to applicable service tax and TDS as may be applicable at the time of respective accruals/payments and as may be amended from time to time.

58. That, if any provision of this Agreement is held to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Agreement and to the extent necessary/to confirm to applicable law and the remaining provisions of this Agreement shall continue to remain valid and enforceable in accordance with other terms. In no circumstances, it shall render the entire Agreement void. Further in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

59. Forwarding this Agreement to the **BUYER(s)** by the Company does not create a binding obligation on the part of the Company or the **BUYER(s)** until firstly, the **BUYER(s)** signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments; secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the **BUYER(s)** within thirty (30) days from the date of receipt of this Agreement by the Company from the **BUYER(s)**. If the **BUYER(s)** fails to execute and deliver to the Company this Agreement within thirty (30) days from the date of its dispatch by the Company, then the Application of the **BUYER(s)** for allotment of the Unit shall be treated as cancelled and the Earnest Money so paid shall stand forfeited. If the counter part of this Agreement is not executed by the Company and dispatched to the **BUYER(s)** within thirty (30) days from the date of its receipt from the **BUYER(s)**, then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the **BUYER(s)** in connection therewith shall be refunded to the **BUYER(s)** without any interest or compensation whatsoever. Upon such rejection or non execution of this Agreement, neither Party shall have any

further rights, obligations or liabilities against the other.

60. That the **BUYER(s)** shall get his complete address registered with **TIPL** at the time of booking and it shall be his responsibility to inform **TIPL** by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of the said Unit shall be deemed to be the Registered Address of the **BUYER(s)** until the same is changed in the manner aforesaid.
61. That in case of joint **BUYER(s)**, all communication shall be sent by **TIPL** to the **BUYER(s)** whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the **BUYER(s)** and no separate communication, shall be necessary to be sent to the other named **BUYER(s)**.
62. That all letters, receipts and/or notices issued by **TIPL** or its nominee and dispatched by Regd. AD/ Speed Post/ Courier Service to the last known address of the **BUYER(s)** shall be sufficient proof of receipt of the same by the **BUYER(s)** and which shall fully and effectually discharge **TIPL** /nominee.
63. That for all intents and purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever **BUYER(s)** is a joint stock company, a firm or any other body corporate or organization or an association.
64. That if at any stage this document requires to be registered under any law or necessity, the **BUYER(s)** binds himself and agrees to have the same registered through **TIPL** in his favor at his own cost and expense and keep **TIPL** fully absolved and indemnified in this connection.
65. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Almora.

Subject to the Arbitration as referred above, the Courts at Almora shall have exclusive jurisdiction in all the matters arising out of/or touching upon and/or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses:

SIGNED, STAMPED, EXECUTED & DELIVERED

For **TIPL**

AUTHORISED SIGNATORY
COMPANY

FOR BUYER(S)

Mrs. XXXX Mrs. YYYY

WITNESS :

Name:
Address:
PAN:

WITNESS2:
Name:

Address:

PAN:

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ANNEXURE-A (Unit Detail and Plan Opted)

Unit Detail

Cottage Number : at Pocket -.....

Cottage Type :

Total Built up Area : SQUARE METER

Super Area : SQUARE METER

Total Super Built Area: SQUARE METER

Sales Scheme: Assured return and assured rental

Assured return payments are to be made by **TIPL** with monthly intervals Rs per square meter/per month, for a total period of 30 months or till possession whichever is earlier. **BUYER** wants assured return cheques to be issued equally in the name of the below given parties:

Mrs. **XXXX**- INR **ZZZZ** subject to deduction of 10% tds (50% of gross amount)

Mrs. **YYYY**- INR **ZZZZ** subject to deduction of 10% tds (50% of gross amount)

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	Cheque Amount
1			SBI	XXXX	ZZZZ	Yyyy	AAAA
2			SBI	XXXX	ZZZZ	YYYY	AAAA
3			SBI	XXXX	ZZZZ	YYYY	AAAA
4			SBI	XXXX	ZZZZ	YYYY	AAAA
5			SBI	XXXX	ZZZZ	YYYY	AAAA
6			SBI	XXXX	ZZZZ	YYYY	AAAA
7			SBI	XXXX	ZZZZ	YYYY	AAAA
8			SBI	XXXX	ZZZZ	YYYY	AAAA
9			SBI	XXXX	ZZZZ	YYYY	AAAA
10			SBI	XXXX	ZZZZ	YYYY	AAAA
11			SBI	XXXX	ZZZZ	YYYY	AAAA
12			SBI	XXXX	ZZZZ	YYYY	AAAA
13			SBI	XXXX	ZZZZ	YYYY	AAAA
14			SBI	XXXX	ZZZZ	YYYY	AAAA
15			SBI	XXXX	ZZZZ	YYYY	AAAA
16			SBI	XXXX	ZZZZ	YYYY	AAAA
17			SBI	XXXX	ZZZZ	YYYY	AAAA
18			SBI	XXXX	ZZZZ	YYYY	AAAA

19			SBI	XXXX	ZZZZ	YYYY	AAAA
20			SBI	XXXX	ZZZZ	YYYY	AAAA
21			SBI	XXXX	ZZZZ	YYYY	AAAA
22			SBI	XXXX	ZZZZ	YYYY	AAAA
23			SBI	XXXX	ZZZZ	YYYY	AAAA
24			SBI	XXXX	ZZZZ	YYYY	AAAA
25			SBI	XXXX	ZZZZ	YYYY	AAAA
26			SBI	XXXX	ZZZZ	YYYY	AAAA
27			SBI	XXXX	ZZZZ	YYYY	AAAA
28			SBI	XXXX	ZZZZ	YYYY	AAAA
29			SBI	XXXX	ZZZZ	YYYY	AAAA
30			SBI	XXXX	ZZZZ	YYYY	AAAA
				Total			

Table 2

Sl No.	Ch. No.	Cheque Date	Bank	Name of the Beneficiary	Gross Payable Amount	TDS	Cheque Amount
1			SBI	YYYY	ZZZZ	YYYY	AAAA
2			SBI	YYYY	ZZZZ	YYYY	AAAA
3			SBI	YYYY	ZZZZ	YYYY	AAAA
4			SBI	YYYY	ZZZZ	YYYY	AAAA
5			SBI	YYYY	ZZZZ	YYYY	AAAA
6			SBI	YYYY	ZZZZ	YYYY	AAAA
7			SBI	YYYY	ZZZZ	YYYY	AAAA
8			SBI	YYYY	ZZZZ	YYYY	AAAA
9			SBI	YYYY	ZZZZ	YYYY	AAAA
10			SBI	YYYY	ZZZZ	YYYY	AAAA
11			SBI	YYYY	ZZZZ	YYYY	AAAA
12			SBI	YYYY	ZZZZ	YYYY	AAAA
13			SBI	YYYY	ZZZZ	YYYY	AAAA
14			SBI	YYYY	ZZZZ	YYYY	AAAA
15			SBI	YYYY	ZZZZ	YYYY	AAAA
16			SBI	YYYY	ZZZZ	YYYY	AAAA
17			SBI	YYYY	ZZZZ	YYYY	AAAA
18			SBI	YYYY	ZZZZ	YYYY	AAAA
19			SBI	YYYY	ZZZZ	YYYY	AAAA
20			SBI	YYYY	ZZZZ	YYYY	AAAA
21			SBI	YYYY	ZZZZ	YYYY	AAAA
22			SBI	YYYY	ZZZZ	YYYY	AAAA
23			SBI	YYYY	ZZZZ	YYYY	AAAA

24		SBI	YYYY	ZZZZ	YYYY	AAAA
25		SBI	YYYY	ZZZZ	YYYY	AAAA
26		SBI	YYYY	ZZZZ	YYYY	AAAA
27		SBI	YYYY	ZZZZ	YYYY	AAAA
28		SBI	YYYY	ZZZZ	YYYY	AAAA
29		SBI	YYYY	ZZZZ	YYYY	AAAA
30		SBI	YYYY	ZZZZ	YYYY	AAAA
			Total			

Essential conditions to be mandatorily complied with by the BUYER

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, **BUYER** will return the unbanked cheques to the **TIPL** and **TIPL** will reissue the cheques within 2 working days (excluding Sundays and public holidays) of receipt of the returned cheques.

Lease Back: Opted as per the below given detail:

Serial Number	Rental
1.	First 30 months from the date succeeding the date of delivery of the said property @ Rs..... per square meter per month (to be distributed equally amongst the buyers).
2.	For 30 months from the date of expiry of the 30 months mentioned in serial number 1 of this table @ Rs..... per square meter per month (to be distributed equally amongst the buyers).

TIPL is willing to buy back the sold unit at the option of the **BUYER** as per the detail given below:

TIPL has given a buy back option to the **BUYER** for the said property after the expiry of years from the date of signing of this agreement. **TIPL** will buy back the property at INRThis is a right which **BUYER** can avail at his free will and option and he is not obligated to sell back the said property to the **TIPL**. **BUYER** will authorize **TIPL** 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 in this paragraph (any additional price at which **TIPL** is able to sell the unit shall remain with **TIPL** and **TIPL** shall only be liable to pay the price mentioned in this paragraph). Once the **BUYER** exercises this option, **TIPL** will immediately look for buyers in the market and will strike the deal for selling the **BUYER'S** unit to new buyer and **TIPL** shall be liable to make payment to the **BUYER** after sale proceeds have been paid by the new buyer.

ANNEXURE-B (Price of the unit and payment plan opted)

PRICE OF THE UNIT

Total Consideration: INR/- (excluding service tax)

Basic Selling Price : INR per square meter or INR/- (rounded off) in total

PLC : NIL

IFMS : NIL

EDC : NIL

IDC : NIL

Power Back up : NIL

FFC : NIL

Furnishing Charges: NIL

Club Membership : NIL

Parking Charges : NIL

Since **BUYER(s)** has opted for lease back option, **TIPL** will allow 15 days free stay (room basis only) in each 12 months period starting from the date of receipt of **INR** (**Rupees** Only/-) out of the total consideration.

** Life time club membership at resort is for the family of the **BUYER** (Family to include Spouse, Parents, Son(s), Daughter in Law(s), Grand Children, Great Grand Children, Unmarried Daughter(s), Unmarried Brothers and Sisters)

During the stay at the resort, **BUYER** 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 made Indian and English Liquor or any inflammable substance posing danger to the resort and its inhabitants.

PAYMENT PLAN

PLAN: Down Payment Plan wherein 100% of the BSP had already been paid by the **BUYER**

and of the charges are to be paid by the **BUYER** at the time of the possession. Detail of the payment received is given below:

<u>Ch. Date</u>	<u>Ch. No.</u>	<u>Received from</u>	<u>Amount</u>
		Totals	

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