



PURCHASE AGREEMENT

DATE:

AGREEMENT NO:

This agreement is made on the date specified in the date of contract specified herein above between Countywide Vacations Pvt. Ltd. (CIN-U63090HR2016065106 and registration number is 65106 a company incorporated under the companies act of India (having its office at B-49, Top Floor, Kalka ji. New Delhi-(India) 110019 and signed for and on behalf of the company through its venue manager of the first party (Hereinafter referred to as the Developer) and the purchaser (s) detailed hereunder hereinafter referred to as "The Purchaser/ The Member of the second party)

Vacation Ownership & Payment Details

	Name of Purchaser	D.O.B.
(1)		
(2)		

Address: _____

PIN _____

Phone (M.1) _____ (M.2) _____ (Resi) _____

Whereas purchaser(s) hereby applies for a vacation ownership of "Countywide vacations" (hereinafter referred to as the developer, which is authorized to sell and allot "Vacations" vacation ownership, details hereunder:

Vacations Ownership Period	Type	Apartment Type	Occupancy	Season Type
() Years	Regular		() Persons	

Subject only to admission to the vacation ownership of Countywide Vacations, the purchaser(s) agree to purchase and developer agree to sell, the vacation ownership rights specified as above and the purchaser(s) hereby agree to pay the purchase price specified as below towards administration fee and the vacation ownership fee as per the terms of this agreement given hereunder and overleaf upon receipt by the Countywide Vacations Private Limited of the full purchase consideration payable by the Purchaser(s) / Member(s) hereto, The Developer shall admit the purchaser(s) to the vacation ownership of Countywide Vacations. In accordance with the rules of occupation of countywide Vacations purchaser(s) hereby applies for the vacation ownership of Countywide Vacations.

The Payment Terms are as follows

Vacation Ownership Fees Rs.
Administration Fees Rs. 12,000.00
Total Purchase Price Rs.
Initial Payment Received Rs.

Balance Mode & Due Date

Rs. _____ X _____ Months EMI

w.e.f. (Date) ____/____/____

Balance Due Rs.

All payments should be made in favor of the Developer Countywide Vacations OPC PVT LTD., only against their signed receipts and agreement / Terms & Conditions of company. The purchaser(s) acknowledges and agrees that upon the expiry of the membership rights referred to in this agreement his Vacations Ownership of Countywide Vacations shall cease.

YOUR CURRENT ANNUAL MANAGEMENT AND MAINTENANCE CHARGES is Rs. 7,999/- (Rupees Seven thousand nine hundred ninety nine only) For Studio Apartment & Rs. 9,999/- (Rupees nine thousand nine hundred ninety nine rupees only) For 1 BR apartment this is variable accordance with inflation.

The management charges are mandatory and payable by all members and are specified above in advance on every yearly basis. The first maintenance will be payable before availing first vacations.

Where the purchaser(s) is more than one person, then each such person shall be jointly and severally liable for the obligations and abilities of the Purchaser(s) under this agreement.

Purchaser (1)
Signatures Purchaser (2)

For & On Behalf of
Countywide vacations Pvt. Ltd.

(Authorized Signatory)

VACATION OWNERSHIP PURCHASE TERMS AND CONDITIONS

THE DEVELOPER: - The Company Countywide vacations Pvt. Ltd. (CIN-U63090HR2016065106) and registration number is 65106.A Company incorporated under the company's act of India.

DAE ENTILEMENT:-DAE card will be provided only on special request and on payment basis. DAE (Dial-An-Exchange) whose office at 1st Floor, Namdev Garnet No 37/7-1, Aga Abbas ali Road, Ulsoor Banglore-560042, which operates reciprocal holiday exchange program, and the promoter upon receipt of all payments due to them shall give the rights of availing DAE's benefits for total years of membership against the applicable exchange fees of DAE. The vacation owners(s) are also responsible for paying all DAE exchange fees and other fees prescribed by DAE for use of its services. The current exchange fees are: India - Rs. 9000/- and International Rs. 18000/- per exchange per week, which is payable at the time of giving holiday request to the developer.

The DAE Regular & Bonus exchange; fees, color bands (seasons) and unit occupancy have been explained to me/us. I/we further understand that all representations of DAE in their brochures and other literature's remain representations of that organization alone-. DAE offers Regular/Bonus Exchanges to its Member(s) subject to availability and subject to payment of applicable DAE Regular/Bonus Exchange fee and utility charges.

DEFINITION: Vacations Ownership means specific days & nights of stay opted by you at any resorts offered by Countywide Vacations. Day means time interval between the check in, time of a specified calendar date and checkout time of the subsequent calendar as prevalent in the particular resort or hotel. Availability of Resort & booking is subject to changes from time to time and can be confirmed on the basis of availability.

DEVELOPER COVENANT : Developer agrees that upon receipt of the total amount due from the purchaser(s), it shall admit the purchaser(s) to the vacation ownership of Countywide vacations Pvt. Ltd. and shall ensure that a vacation ownership card / Letter/ certificate be issued- in respect of their vacation ownership of "Countywide vacations Pvt. Ltd". to the purchaser (s) within 90-120 days of receipt of such amount.

APPLICANTS ENTITLEMENT: The purchaser (s) shall not be entitled to exercise any occupancy Rights at the resort until all sums payable pursuant to this Vacation Ownership purchase agreement have been paid in full and the applicant (s) have been admitted to vacation Ownership of Countywide vacations Pvt. Ltd. However an interim membership card will be provided by developer for domestic use during the EMI's period. If any overdue EMI/Maintenance/AMC is pending due to any reason, purchaser(s) shall not be entitled for any vacations/ service.

MODIFICATION: No amendment or modification of this membership purchase agreement shall be valid unless made in writing and signed by the purchaser (s) and promoter and no promises, verbal or implied are valid.

NO ESCALATION: The purchase of Vacation Ownership rights under this agreement will not result in any Costs; charges or obligations (save those, which are outside the control of the Countywide vacations Pvt. Ltd. or the constituents of the developer such as future taxes imposed by the central or state governments which may be of a national or local nature, which tax shall include but not limited to luxury tax, room tax, service tax, sales tax registration tax ,GST Etc. other than those specified in this agreement and the documents referred to in it

EXIT OPTION: It is understood that within the period of 7 days from the date of this agreement) upon receipt of written notice this agreement is terminable at the option of the purchaser(s) by paying a nominal administration charges of Rs12000/- to the company. After deduction of aforesaid amount of Rupees. 12000/- remaining amount would be refunded to the member within 120 days from the date of invoking cool off period. In case of the purchaser(s) opting for the exit option there would be no further liabilities on the purchaser(s) and amount paid by purchaser(s) will not be refunded in case of exit due to any reason in any circumstances.

ANNUAL MAINTENANCE CHARGE – The purchaser hereby agrees to pay the annual Maintenance charges together with any applicable tax or agreement shall be payable to Countywide vacations OPC Pvt. Ltd. (Payment to anyone other than the payees cited above shall not discharge the purchaser(s) from the obligation outlined herein), Maintenance Charges are mandatory due & payable before availing first vacations each year for the following year and is payable exclusively to Countywide vacations Pvt. Ltd. in advance, which is variable in accordance with inflation. In case of default in payment in the management charges, developer at its sole discretion; may terminate the membership and forfeit all monies paid by the purchaser and neither party shall be under any further liability to the others.

OCCUPANCY: I/ We understood that the maximum no of occupants in Studio Unit/ room is 02(Two) persons, One Bedroom unit 04(Four) persons each and two kids below the age of 12 years can accommodated in both the units. I/We also understand that my/our occupancy shall not commence until all the balance payment due under the agreement has been paid in full.

RIGHT OF OCCUPATION: The purchaser is/are entitled to the right of occupation in the unit of accommodation as stipulated in the agreement. Accommodation will be provided only to the number of individual as permissible /requested and provided for in the opted category. Countywide Vacations Pvt. Ltd. shall provide alternate accommodation in another resort/hotel, if for some reason(s) it is unable to provide Vacations before or after issuance of confirmation in the allotted resort. The resorts shown on website or any other printed material may also changes on regular basis. Countywide Vacations Pvt. Ltd. reserves its right to add to or remove any Resort/s from the above list at its sole discretion, without prior intimation. The enumeration of any Resort in our list does not guarantee a booking against requisition these rights shall exist for a period specified in vacation ownership period of vacation ownership details of this agreement on a right to use basis only. Vacations booking process is online or by call & email and on first come first serve basis and is open for booking as specified under the clause below. Online booking will confirm subject to availability of the room. We do not offer /guarantee booking from 24th December to 3rd January every year i.e. few peak season dates and long weekend vacations such as New Year, Christmas etc.

SEASON: The purchaser has right to avail the vacations in their specified or below season. Countywide vacations Pvt. Ltd. follows these seasons category as mentioned:

- A** **RED SEASON:** - Member(s) of red season can avail vacations throughout the year with minimum 7 days prior written intimation for booking of vacations.
- B** **WHITE SEASON:** - if purchaser has opted white season. There entitlement for vacations is in moderate or off season of that place. But in case up gradation of season minimum 20 — 25 days prior intimation is required for booking of vacations.
- C** **BLUE SEASON:** The member of Blue season are entitle for the holidays only in off season. In case of up gradation of season at the time of holidays purchase(s) has to give minimum 30 --- 45 days prior intimation to confirm their holidays. All Vacations against season up gradation will be subject to availability only.

INTERNAL EXCHANGE: The vacation owners can exchange their entitled week with countywide vacations current associate's resorts of the year in which member's wishes to take vacation. Without any exchange fees but utility charges will be applicable if any. Current Utility charges (Per Night) for the utility based resorts are Rs. 1000/- for studio apartment, Rs. 1500/- for 1B/R apartment in India and Rs. 2500/- for international associate resorts.

ADDITIONAL SERVICES: Pickup/Drop/Sight-seeing/ Breakfast/ Lunch/Dinner or any other customize services can be arranged on request ONLY ON PAYMENT BASIS.

RIGHT OF TRANSFER: The purchaser (s) having the right to use his/her week (s) may also gift, save, advance, split and transfer or bequeath the week(s) of vacations ownership to any third party with prior written intimation to the promoter. "The vacations owner understand that the vacations are to be utilizing under the Agreement and that once the vacation lapse, the same can be renewed by paying AMC of that particular vacation. All previous agreement (If any) signed stands cancelled and void.

TERMINATION OF VACATION OWNER'S RIGHT: In the event of purchaser failing to pay the installments / AMC due hereunder on the specified date (time being of essence), the Developer shall notify the purchaser in writing of the default. If the purchaser fails to remedy the default within a period of 30 days from the date of receipt of written notice of the developer, the developer at its sole discretion shall deem this agreement to be terminated and forfeit all amount paid by the purchaser. In the above case neither party shall be under any further liability to the others.

FINANCIAL STATUS: Our decision to purchase the Vacation Ownership of the Company has been made after Careful consideration & under full Awareness of our financial position & I/We are happy to confirm that this purchase creates no undue financial burden on my/our family.

PURPOSE: I/We acknowledge that I/We are purchasing the Vacation ownership for the purpose of vacations and not as an Investment for any financial gains.

INTERPRETATION: This purchase agreement, its terms and conditions, purchaser(s) acknowledgement, shall constitute the full agreement between the parties herein and the purchaser acknowledges that no other document shall from a constituted part of this agreement for the purpose of enforcement and interpretation of this agreement. The terms and condition of this agreement will be subject to the jurisdiction of appropriate court at Bhiwani, Haryana only. After careful consideration and under full awareness of financial position, both existing and future, this agreement/arrangement creates no undue financial burden upon Purchaser(s) family: This agreement is full & final and cancellation of this agreement or refund of the amount paid by the Purchaser(s) is not permitted in any circumstances, The pictures shown during presentation are for indicative purpose only and may vary from actual.

JURISDICTION AND APPLICABLE LAW: The law of India shall in all respects govern the construction, validity and Performance of this agreement. If any dispute arises with the respect to this agreement, it shall be referred to the

arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to Arbitration at the written request of either party to the sole arbitrator mutually appointed by, the developer. The cost of arbitration shall be shared by all the parties. The arbitration proceeding shall be conducted at city of Bhiwani Haryana India only and in English. All participants shall hold the Contents and result of the arbitration in confidence. The arbitral award is final and binding upon both the Parties.

ACKNOWLEDGEMENT: Member(s) acknowledges that the Countywide vacations Pvt. ltd. Has treated us pleasantly and courteously and I/We have entered into this Agreement as at our free will and accord and there is no compulsion or coercion or undue influence exercised by Countywide vacations Pvt. ltd., and/or its agents/representatives upon us, I/We have read & fully understood the agreement & I/we are bound by the terms of the agreement.

INDEMINITY: The purchaser shall be liable for all legal and other costs on a full indemnity basis incurred by the developer/promoter or its constituents in enforcing this membership purchase agreement in any jurisdiction.

PURCHASER'S DECLARATION : I/We here by confirm that I/We have gone through the condition and benefits/obligation and I/We have understood very well and accepted the same. The amount paid is a fee, not a deposit for vacations purchased.

CREDIT CARD EMI: To instantly convert the payment in to an EMI Option for vacations purchased at applicable rates by selected Banks as per the terms and conditions of the bank. The charges applicable on EMI are to be paid by the members directly to the bank. This fee will reflect on the bank charges slip. The purchaser has to choose the EMI option while making the payment to Countywide vacations Pvt. Ltd. Later, company will not responsible for any dispute raised once the charge slip is signed by the purchaser. The purchaser has to be aware of his own finances and credit limit, later company cannot be held responsible for the interest/fees/charges levied by the bank for exceeding his /her credit limit.

KYC: The countywide vacations card will be issued to the second party subject to providing copy of ID & Address proof, Photographs and compliance of the KYC norms of the whole family. The Vacation ownership charges mentioned should be paid via cheque /DD/PO/Debit and Credit card favoring Countywide vacations OPC Pvt. ltd. and should be submitted along with the Agreement. CASH REMITANCE if any should be made ONLY TO the Countywide vacations OPC Pvt. Ltd. Accounts Department office and spot online receipt should be obtained Countywide vacations Pvt. Ltd. will not be held responsible for cash payments made or alleged to be made to the any company's sales personnel, or any employees or marketing associates against receipt on letter head or stamp paper etc. It is agreed between both the parties herein that in the event of any dispute, claims or differences arising under this agreement. The second party shall firstly contact to the central customer care team of countywide vacations Pvt. Ltd.

Signatures

Purchaser (1)

Purchaser (2)

For & On Behalf of
Countywide vacations Pvt. Ltd.
(Authorized Signatory)