

EXPRESSION OF INTEREST ("EOI")

To SHAILESH PRAMOD PISAT

Date 16-09-2024

- 1) Thank you for reaching out to us, ALT DRX Private Limited ("**Us**" or "**Company**") and expressing your interest in investing in the Kerala Holiday Homes Investment Opportunity, ("**Investment Opportunity**") listed by the Company on www.ALTD RX.com ("**Platform**").
- 2) With respect to the Investment Opportunity, you agree to invest a total amount of INR [●] (Rupees 12,03,270 only) ("**Investment Amount**"). Out of the Investment Amount, you will be required to invest 5% of the Investment Amount as the initial advance amount ("**Earnest Money**"), to confirm your participation in this Investment Opportunity.
- 3) You are required to remit the Earnest Money into your Virtual Bank Wallet maintained by you in the Platform. You agree and understand that the Earnest Money is held in an escrow account with us until the end of the Investment Period, and you cannot use or request to withdraw the Earnest Money during such Investment Period. You authorise us to transfer the Earnest Money from your Virtual Bank Wallet towards the specific Investment Opportunity you have shown interest on the Platform. For the purpose of this EOI, "**Investment Period**" means the period during which you can express your interest in investing in this specific Investment Opportunity on the Platform.
- 4) In connection with the above, you agree that we have explained to you the details of the Investment Opportunity and you have understood the same fully and agree to the terms and conditions set out in this EOI hereunder. This EOI sets out the binding terms and conditions of the Investment Amount in this Investment Opportunity.
- 5) You hereby represent and warrant that you have read and understood the terms and conditions listed at **Annexure A** along with the [Terms of Use] and the [Privacy Policy] made available on the Platform and any other agreements / contracts / assignments that are required to be executed and submitted by you for this purpose ("**Investment Documents**"). The Investment Documents shall mean any such documents that needs to be executed between you and the special purpose vehicle ("**SPV**") or any third party, pursuant to the Investment Opportunity or any such other services availed by you on this Platform.
- 6) Upon your acceptance of this EOI, digitally, on the Platform and depositing the Earnest Money, you may be eligible for this Investment Opportunity. We thank you for showing interest in the Investment Opportunity.

You hereby represent and warrant that you have consented to participate in the Investment Opportunity willingly and agreed to the above terms and conditions without any coercion or duress. You also confirm that you have read "Information Memorandum" about the Investment Opportunity available on the Platform.

By submitting this EOI, you hereby accept and acknowledge that you have carefully read, understood and agree to be bound by the terms and conditions provided at Annexure A, our [Terms of Use](#) and [Privacy Policy](#) and have consented to the same.

ANNEXURE A

- i. The Investment Amount shall be invested in the SPV (which is constituted as a limited liability partnership) as capital and loan contribution. In consideration for the contribution of the Investment Amount in the form of capital contribution in the SPV, you will be entitled to receive partnership interest in the SPV that is proportionate to your capital contribution, and towards loan contribution, you will be entitled to receive Tokens / Loan Units (also known as “**ALT.SQFT**”) to the extent of the loan contribution. The SPV shall utilise the same to purchase, own and operate the properties in order to earn rental income and long-term gains.
- ii. Signing of the EOI does not guarantee acceptance of your investment into this Investment Opportunity as the Earnest Money is accepted on a first-come-first-serve-basis and is subject to pro-rata allotments. It is clarified that if you are on the wait list, only upon cancellation of other users, will you be given an opportunity in the Investment Opportunity on a first-come-first-serve-basis.
- iii. Once the Investment Opportunity has received EOIs equivalent to / higher than the full value of the Property / to the extent of the minimum subscription that may have been agreed with the seller of the property forming a part of the Investment Opportunity ("**Minimum Amount**"), prior to / post completion of the Investment Period, we will communicate to you on your selection to invest in the Investment Opportunity. If you are selected, we will notify you and share all the Investment Documents that needs to be executed by you. You are then required to execute the Investment Documents within three (3) days from the date of receipt of such notice from Us.
- iv. Once you are selected, you are also required to remit the entire Investment Amount (*less Earnest Money*) into Your Virtual Bank Wallet maintained on the Platform within three (3) days from being notified of your selection.
- v. Note that if we do not receive the executed Investment Documents or the Investment Amount (*less Earnest Money*) within three (3) days from the date of you receiving notice from us of your selection, then effective from that expiry of such date, your selection will be cancelled.
- vi. In an event:
 - a. **The Investment Opportunity is not fully funded / not funded up to the Minimum Amount:** If the Investment Opportunity is not fully funded / not funded up to Minimum Amount during the Investment Period, or the transaction could not be completed due to any reason whatsoever, then the Earnest Money will be refunded to you in full into Your Virtual Bank Wallet without any interest or any other penalty from Us, from where you will be at liberty to withdraw the funds into your linked and verified personal bank account. Upon this, we / the Platform / the Company shall have no further liabilities towards you.
 - b. **Cancellation of your selection due to over booking:** As stipulated above, we accept the Earnest Money on a first-come-first-serve-basis. In case you are on the wait list and at the end of the Investment Period you are not selected to invest in the Investment

Opportunity, then the Earnest Money will be refunded to you in full, without any interest or any other penalty from Us. You can raise a withdrawal request to take back the entire Investment Amount or Earnest Money, as applicable and we/ the Platform / the Company shall have no further liabilities towards you.

- c. **Cancellation of your selection due to not receiving a response from you within the timeline:** As stipulated above, if your selection is cancelled as you were not reachable or you did not execute the Investment Documents or you did not remit the remaining portion of the Investment Amount within three (3) days from the date you are notified by Us (as set out in point iv), then the entire Earnest Money shall stand forfeited by You and will be treated by the Company / Platform as a cancellation fee. You agree that the said cancellation fee is a genuine pre-estimate of damages and losses suffered by Us and fair and reasonable and are not in the form of penalties.
- d. **Cancellation by you during the Free Look Period:** If you opt to withdraw or cancel your investment after executing the EOI, then you shall be free to do so within 7 (Seven) days from the date of execution of the EOI ("**Free Look Period**"), It is clarified that after the Free Look Period, we / the Platform / the Company shall have no liabilities towards you in relation to repayment of the Earnest Money or any parts thereof.
- vii. It is your responsibility to read the terms related to the Investment Opportunity before participating in the Investment Opportunity. You shall be solely responsible to comply in all material aspects with all applicable laws and regulations in making this investment. You agree and understand that we do not guarantee any return on the Investment Amount.
- viii. This EOI shall be governed by the laws of India, and all disputes arising in connection with or out of this EOI (*including disputes in relation to the terms and conditions set out herein*), shall be submitted for arbitration before a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore and the proceedings for such arbitration shall be carried out in English.

Note that all capitalized terms used and not defined in the EOI shall have the meaning ascribed to them under the [Term of Use](#) and [Privacy Policy](#) of this Platform.