

(To be engrossed on Rs.100/- stamp paper)

AGREEMENT FOR SALE

The Agreement for Sale (the Agreement) is made and executed on this day of, 200 at Hyderabad by and between:

1. a) **M/s. Swarnamukhi Green Fields Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. 2-13/31, S.S. Nagar, Opp: Hyder Nagar, Hyderabad – 500 072.
- b) **M/s. Himagiri Bio-Tech Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. B-55, Flat No. 202, Sai Vaishnavi Vihar, Vengalrao Nagar , S R Nagar Post, Hyderabad – 500 038.
- c) **M/s. Sindhu Greenlands Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at Flat No. 102, Dhanunjaya Nest, Rajiv Nagar, Yousufguda Hyderabad – 500 045.

- d) **M/s. Goman Agro Farms Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at Plot No. 392, HMT Hills, 2nd Venture, Opp: JNTU College, Kukatpally, Hyderabad – 500 072.
- e) **M/s. Himagiri Green Fields Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at Flat No. 102, Dhanunjaya Nest, Rajiv Nagar, Yousufguda, Hyderabad – 500 045.
- f) **M/s. Nagavali Greenlands Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at Flat No. 102, Dhanunjaya Nest, Rajiv Nagar, Yousufguda, Hyderabad – 500 045.
- g) **M/s. Swarnagiri Green Fields Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. 2-13/31, S.S. Nagar, Opp: Hyder Nagar, Hyderabad – 500 072.
- h) **M/s. Konar Greenlands Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at H.No. 2-13/31, S.S. Nagar, Opp: Hyder Nagar, Hyderabad – 500 072.
- i) **M/s. Medravati Agro Farms Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. B-79, Madhura Nagar, Hyderabad – 500 038.
- j) **M/s. Yamuna Agro Farms Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at B-79, Madhura Nagar, Hyderabad – 500 038.
- k) **M/s. Wardha Green Fields Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. 2-13/31, S.S. Nagar, Opp: Hyder Nagar, Hyderabad – 500 072.
- l) **M/s. Vindhya Greenlands Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at B-79, Madhura Nagar, Hyderabad – 500 038.
- m) **M/s. Vamsadhara Agro Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act,1956, and having its Registered Office at B-79, Madhura Nagar, Hyderabad – 500 038.
- n) **M/s. Uttarashada Bio-Tech Pvt. Ltd.**, a Company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at H.No. 2-13/31, S.S. Nagar, Opp: Hyder Nagar, Hyderabad – 500 072.

(Parties at 1 (a) to (n) are hereinafter collectively referred to as the “**LAND OWNERS**”, which term shall mean and include all their respective successors, representatives, administrators, assignees etc.).

The Land Owners being represented by their GPA Holder and Developer **M/s. Maytas Hill County Private Limited**, a company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at 6-3-1186/5/A, IIIrd Floor, Amogh Plaza, Begumpet, Hyderabad - 500 016, represented by its nominee Sri. D. V. S. Subba Raju, S/o. Late Sri. D Krishnam Raju, R/o. Flat No. 102, Plot No. 97, Dhanunjaya Nest, Rajiv Nagar, Yousufguda, Hyderabad – 500 045, or Sri.M.Theja Pratap Raju, S/o.Mr.M.Hari Prasad Raju, aged 26 years, R/o. Flat No.302, Sneha Siri Sampada Apartments, B.K.Guda, S.R.Nagar, Hyderabad – 500 038 vide Development Agreement- Cum- General Power of Attorney dt. 30-12-2005, registered as document No. 102/2006 in the S.R.O., Medchal, and vide Board Resolution dated 10th November, 2006 as the case may be.

... of the **First Part.**

2. **Maytas Hill County Private Limited** a company incorporated under the provisions of the Indian Companies Act, 1956, and having its Registered Office at 6-3-1186/5/A, IIIrd Floor, Amogh Plaza, Begumpet, Hyderabad -500 016, represented by its Nominee Sri. D. V. S. Subba Raju, S/o. Late Sri. D Krishnam Raju, R/o. Flat No. 102, Plot No. 97, Dhanunjaya Nest, Rajiv Nagar, Yousufguda, Hyderabad – 500 045 or Sri.M.Theja Pratap Raju, S/o.Mr.M.Hari Prasad Raju, aged 26 years, R/o. Flat No.302, Sneha Siri Sampada Apartments, B.K.Guda, S.R.Nagar, Hyderabad – 500 038 vide Development Agreement- Cum- General Power of Attorney dt. 30-12-2005, registered as document No. 102/2006 in the S.R.O., Medchal and vide Board Resolution dated 10th November, 2006, as the case may be.

(hereinafter referred to as the “**Developer**” which term shall mean and include its, successors, representatives, administrators, assignees etc.)

... of the **Second Part.**

AND

3. 1) **Mr(s)**. S/o, D/o, W/o., aged aboutyears R/o. (address)
 - 2) **Mr(s)**. S/o, D/o, W/o., aged aboutyears R/o. (address)
- duly represented by their GPA holder **Mr(s)**. S/o, D/o, W/o., aged aboutyears R/o. (address)

Hereinafter referred to as the “**Purchaser**” or “**Purchasers**” as the case may be, which term shall mean and include all his/her legal heirs, successors, representatives, administrators, assignees etc.,

..... of the **Third Part.**

The Land Owners, the Developer and the Purchaser(s) are individually referred to as "Party" and collectively referred to as the "Parties".

Recitals

1. Whereas the Land Owners are the absolute owners and possessors of various extents of land in survey No. 192/P to 198/P, 201/P and 282/P, situated at Bachupally village, Qutbullapur Mandal, Ranga Reddy District, which aggregates to a total extent of Acres 98 and 16 Guntas.
2. Whereas the Land Owners have executed a Development Agreement-Cum- General Power of Attorney dated 30th December, 2005, which has been registered as document no. 102/2006, in the office of the Sub-Registrar, Medchal, in favor of the Developer for the development of an extent of Acres 85 and 36 Guntas of land out of the total extent of Acres 98 and 16 Guntas, for constructing independent houses and multistoried buildings consisting of residential apartments along with certain common utilities and facilities forming part of the Hill County township by which the Developer is authorized to sign and execute Agreement of Sale in favour of the Purchaser(s).
3. Whereas pursuant to the Development Agreement-Cum- General Power of Attorney dated 30th December 2005 executed by the Land Owners in favour of the Developer the Developer has obtained layout permission from Hyderabad Urban Development Authority (HUDA), under the Letter No. 5876/MP2/plg/H/2005 dt. 21-03-2006, for making a layout and developing the land by dividing the same into plots and constructing independent houses, apartments and other structures thereon. The said approval has been obtained in the name of the Land Owners. The Developer has, in terms of the layout permission, divided the land into plots, common areas, roads etc., and has commenced construction of independent houses, apartments and other structures over the plots in the said layout which is named as "HILL COUNTY". The above construction is in progress and the Land Owners and Developers have been offering to sell the apartments to the prospective purchasers in respect of their shares as mentioned in the terms and conditions of the Development Agreement-Cum- General Power of Attorney dated 30th December 2005.
4. Whereas an extent of Acres 16.38 Guntas forming part of Sy No. 194/P for Acres 0.33 Guntas, Sy. No.196/P for Acres 11.19 Guntas and Sy. No.197/P for Acres 4.26 Guntas had been earmarked out of the total Acres Acres 85.36 Guntas for the construction of Apartment Complex (hereinafter referred to as the "Scheduled Land") in the lay out and the Developer states that the Apartment Complex that will be built will be in accordance with applicable rules.
5. Whereas the Purchaser is desirous of purchasing an apartment in "HILL COUNTY" and has approached the Developer. The Apartment which the Purchaser intends to buy is more fully described in Schedule-1(B).
6. INTENTIONALLY LEFT BLANK
7. Whereas the Parties of the First Part Second Part and Third Part desire to reduce the terms and conditions of the Agreement for Sale into writing.

This deed of Agreement for Sale witnesseth as follows:

1. Definitions

- a. **APARTMENT COMPLEX** shall mean an area of Acres 16 and 38 Guntas covered under survey number 194/P, 196/P and 197/P on which the Developer shall construct eleven tower, each of thirteen floors plus stilt plus basement
- b. **SCHEDULED APARTMENT** means all that apartment, together with proportionate undivided share of land, designated parking space, as described in Schedule 1(B).

- c. **TOTAL PRICE** means the total sale consideration fixed and agreed upon as payable by the Purchaser to the Land owners / the Developers as specified in Schedule-2.
- d. **CORPUS FUND** is an interest-free deposit maintained by the Developer on behalf of the Society. The amount to be contributed by the Purchaser as specified in Schedule-3
- e. **SOCIETY** means the association of all the owners of the Apartment Complex at Hill County.
- f. **HILL COUNTY** is the name of the township being developed and constructed in an extent of Acres 85 and 36 Guntas under the HUDA approved Letter No. 5876/MP2/plg/H/2005 dt. 21-03-2006, consisting of independent houses and apartments, club house, open areas and parks, amenities etc. and may include further developments in and around the Hill County township at a later date.
- g. **COMPLETION OF CONSTRUCTION** means complete construction of the Property and ready for handover of the Property to the Purchaser(s) in Hill County.
- h. **DEVIATION** means any modification in the specification or design of the Scheduled Apartment specified in Schedule-4 which is requested by the Purchaser and agreed to by the Developer.
- i. **SALE DEED** means the Deed that shall convey the title to the Property to the Purchaser when duly registered with the competent authority.

2. Agreement for Sale of Scheduled Apartment

- a. The Developer and the Land Owners have agreed to sell and the Purchaser has agreed to purchase the Scheduled Apartment as mentioned in Schedule 1 (B) subject to Completion of Construction, together with proportionate undivided share of land and designated parking space(s) (if purchased by the Purchaser as more specifically described in Schedule 1B, for a Total Price as specified in Schedule-2 of this Agreement and subject to the satisfaction of the terms and conditions of this Agreement.
- b. On receipt of the entire Total Price, Corpus fund and Deviation costs, if any and upon fulfillment of all the other terms and conditions of this Agreement by the Purchaser(s), the Developer and the Land Owners shall execute proper deed of conveyance in favor of the Purchaser(s) or his/her nominees or assignees to pass and convey an absolute title to the Purchaser and handover possession of the Scheduled Apartment.
- c. For fulfilling clause 2 (b) the Developer and the Land Owner where ever necessary shall introduce and join persons as confirming or assuring parties.
- d. The Purchaser shall take the possession of the property within 30 days from the date of notice served by the Developer to take possession of the Property on Completion of Construction, prior to which the Purchaser shall have paid the entire Total Price. The Completion of Construction will be certified by the Developer and the decision of the Developer shall be final in this regard. The Land Owner and the Developer will not be responsible for any losses or damages thereafter.

3. Payment terms

- a. The Purchaser agrees to pay the amount of Total Price as mentioned in Schedule 2, under the Payment Schedule as clearly specified therein. Out of the payments received, the cost of undivided share of land shall be adjusted first and only thereafter the cost of construction shall be adjusted.

- b. If the Purchaser fails to pay any of the amount in time, he may at the sole discretion of the Developer, be given a grace period of 1 (one) month during which an interest of 24% P.A. will be charged on the amounts over due for payment. If the default is continued beyond the grace period, the Developer has the sole option of canceling the allotment as per this Agreement. For the purposes of clarity, the grace period of one month is cumulative and not exclusive for each due date of payment. For example a delay in the first installment of 10 days and a delay of say 20 days of delay in the second installment shall be viewed as if the Purchaser has exhausted the grace period that may be made available under this Agreement by the Developer and shall not be entitled for any further grace period from the Developer, unless specifically agreed to in writing by the Developer. The Developer may give the grace period once or more than once at its sole discretion and the decision of the Developer shall be final and binding on the Purchaser.
- c. Wherever any extension of time or any other waiver is granted by the Developer, it shall not be construed as waiver of any rights under this Agreement. The Developer shall be entitled to enforce any of the terms and conditions of the Agreement irrespective of any extension of time or waiver granted earlier.
- d. The Purchaser shall bear all the expenses relating to the stamp duty, registration fees, VAT, Service taxes in addition to the amount stated at Schedule 2 (2c), levies and any other incidental expenses shall be paid by the Purchaser as and when they are required to be paid under law. These do not form part of the Total Price. Apart from it any additional costs/deposits levied from time to time by the HMWSSB and APCPDCL or any other authority shall be payable by the Purchaser.
- e. In addition to the Total Price and the Deviation Price the Purchaser shall also bear the cost of any increase in development charges as levied by the authorities from time to time.
- f. The Parties hereto, if applicable, shall apply within 15 days from the date of this Agreement in Form No.37 (I) to the Appropriate Authority under the Income Tax Act 1961 to obtain No Objection from them, for sale of Schedule -1 Property in favour of the Purchaser.
- g. Subject to Clause f supra, in the event of the Appropriate Authority exercising their right of pre-emptive purchase of Schedule 'B' property, the Land Owners and the Developer shall return all the amounts paid by the Purchaser, under this Agreement as per Schedule 2 without interest. The liability of Land Owners and the Developer to refund the said amount shall cease if the Purchaser has received the compensation from the Appropriate Authorities.
- h. All payments by cheques local or pay orders or demand drafts or wire transfers, to the credit of **"MAYTAS HILL COUNTY P.LTD., - UTI BANK A/C.NO. 008010200051794."**

4. Deviation Price

- a. The Developer is entitled to accept or reject any deviation sought by the Purchaser in any of the specifications mentioned in Schedule-4, at their sole discretion.
- b. The acceptance of any deviation by the Developer shall be after the additional costs of such deviation is estimated by the Developer and is accepted by the Purchaser along with the schedule for payment of the Deviation Price.

- c. All works related to deviations as accepted by the Developer shall be carried out only by the Developer.

5. Corpus Fund

- a. The interest-free Corpus fund shall be paid by the Purchaser as specified in Schedule-3 towards the maintenance of Hill County prior to the execution and registration of the Sale Deed.
- b. The Corpus fund shall be held by the Developer until December 31st 2010 and will be transferred to the Society. The interest accrued shall be utilized for defraying the cost of maintenance of common areas in Hill County till 2010.
- c. The Corpus Fund and the interest accrued thereafter shall be utilized in accordance with the bylaws of the society.

6. Declarations

- a. The Land Owner and the Developer —
 - i. Declare that the Land Owners are the absolute owners of the Property having clear right, title and interest over the land.
 - ii. Are competent and entitled to alienate the same in favor of the Purchaser.
 - iii. Confirm that there are no encumbrances, litigations or disputes over the Schedule Land.
 - iv. That the Scheduled Apartment shall be constructed in accordance with the specifications mentioned in Schedule 4 of this Agreement, and the floor plan annexed to this Agreement as in Schedule-6.
 - v. Shall make available once upon request of the Society, copies of all the link documents and title documents with regard to the Property.
 - vi. Shall obtain applicable permissions, from the concerned statutory authorities of the Government prior to the Completion of the Construction.
 - vii. Shall maintain the township till 31st December 2010 without any additional charges payable by the Purchaser towards the maintenance of the common areas of the township, with the assistance of the Society, if necessary and as required by the Developer. The decision of the Developer in any matters relating to maintenance till 31st December 2010 shall be final and binding on all the owners despite the formation of any society till 31st December 2010.
 - viii. The construction will be in accordance with the plan annexed to this Agreement. However, the Developer retains the right to vary the plan as required, due to change in type-design or if it is required due to general change in design or special conditions of the site. The Purchaser will not have any right to change / modify the plan / design under any circumstances.
 - ix. The Land Owners and the Developers shall complete the construction within the stipulated time mentioned in this Agreement unless suffered by reasons of “force majeure” and any event of force majeure shall be notified by the Land Owners and the Developers to the Purchasers.

- b. The Purchaser declares that –
- i. The Purchaser shall become a member of the Society and pay the corpus amount as specified in Schedule-3 of this Agreement on the date of execution of the Sale Deed.
 - ii. The Purchaser shall abide by the by-laws and other regulations set up by the Society and pay all dues to Society in time. He/She further grants the Society, the right to enforce the collection of society dues by withholding utilities including water and electricity for non payment of dues or any other measure to ensure proper and timely payment by owners.
 - iii. The Purchaser shall abide by the rules and regulations of HILL COUNTY, the Club, Apartments and the Occupiers handbook signed along with this agreement of sale.
 - iv. The Purchaser has read and understood all the by-laws, regulations of the Society and the rules and regulations of the Hill County Club and the Occupiers handbook and has fully understood the clauses and confirms that He/She shall fully abide by the terms and conditions at all times.
 - v. The Purchaser would not raise any objection or set up a contesting claim in relation to any FSI remaining unutilized, if any in relation to the Property and is fully aware and acknowledges the right of the Developer to increase the number of floors to the fullest extent permissible under applicable laws.
 - vi. The Purchaser shall not cause any nuisance or disturbance or obstruction to any of the other owners or occupants in the layout. In the event of any conflict, the Purchaser confirms that He/She shall abide by the decision of the Developer till December 2010 or the Society as the case may be.
 - vii. The Purchaser shall not occupy or encroach any of the common areas or open spaces in Hill County or the land of any of the other owners or occupants of Hill County.
 - viii. The Purchaser (if NRI) shall abide by the prevailing Foreign exchange laws, notifications, guidelines, RBI regulations etc., for the purchase of Property in India.
 - ix. The Purchaser is aware that the First Party has obtained necessary statutory and other approvals for the Apartment Complex, as part of its overall approval for the Hill County township. The Second Party further acknowledges that it is aware that the approval for the Apartments Complex is in conformity with the prevailing regulations and therefore expressly agrees not to construct any additional structure(s) within the Acres 16 and 38 Guntas or to demolish or modify any existing structure (other than a decision by the Society of the Hill County Township as per its rules and regulations, of which the Purchaser is or will become a member, to pulldown and reconstruct the entire Apartment Complex or any block thereof due to aging for such structure) now or at any time in the future, whether temporary or permanent, whether or not such structure will be legal at the point of time at which it would be constructed and further agrees to preserve the architecture of the Apartment Complex as originally conceived and implemented by the Developer at all times.

- x. The Purchaser is fully aware that the First Part will be constructing in all thirteen floors in each block. The work in respect of other blocks may be carried on for further period beyond the completion and handover of the Property of the Second Party. The Second Party expressly states that it shall not complain / obstruct / object or otherwise stall or in any other manner or action lead to slow down or stopping of the construction of the unfinished portion of the Apartment Complex.
- xi. The Purchaser shall ensure that all obligations that apply to the Purchaser(s) shall equally apply to a tenant who leases the Apartment.
- xii. The Purchaser will in no manner alter the elevation of the Apartment Complex including the premises by putting up any structures, grills or any other means or change in any manner the exterior of the Apartment Complex and shall not put up any structure over the lawn or parking spaces or any other common area.
- xiii. In the event of the Purchaser availing a housing loan from any source to finance the purchase of the dwelling unit covered under this Agreement, under no circumstance shall the Land Owners and the Developers shall be responsible for any terms and conditions that the Purchaser and the lender to the purchaser may have agreed.
- xiv. The Purchaser acknowledges that terraces of the Apartment Complex shall always remain exclusively under the control of the Land Owners and the Developers.

7. Construction

- a. The Developer and Land Owner assures to complete the construction of the Scheduled Apartment by 31st August, 2008 or 24 months from the date of execution of this Agreement which ever is later, as corrected to any time overrun consequent upon actions arising out of recital 6 and subject to the availability of steel or other construction material and/or any other causes beyond the control of the Developer.
- b. Provided that the Developer shall have a further grace period of three (3) months.
- c. The Developer shall be entitled to further periods if the construction is delayed due to natural calamities like floods, war, earthquake, fire or stay of construction by any court or authority or any other emergencies including riots and any terrorist activities, which are beyond the normal control of the First Part.
- d. In the event of any further delay beyond the time stipulated in Clause 7(a), 7(b) and 7(c), the Developer and the Land Owner shall pay the Purchaser an amount of Rs 5/- per sft of contracted built-up area for every month of delay up to a maximum of 8 months. This amount shall be adjusted out of the amount still due and receivable from the Purchaser(s) or if the Purchaser(s) has paid the amount in full and there are no further amounts payable to the Developer, the same shall be paid to the Purchaser on the 5th of each following calendar month.
- e. Where there is reduction of more than 2% of the actual built up area against the built up area specified in Schedule- 1(B) due to variation of the design which is not covered under Clause 4, the Developer and the Land Owner will compensate the Purchaser by paying double the price of the reduced area.

- f. Where construction of Apartment is not yet complete on execution of this Agreement for Sale, it is the responsibility of the Developer to complete construction of the Apartment. It is fully understood by the Purchaser that any construction in Hill County shall be solely arranged by the Developer and the Purchaser has agreed to the same.

8. Purchaser Rights

The Purchaser shall have the right to enjoy and use, along with the other Purchasers including the Developer and Land Owners, any roadways, approaches and entry passages, water, drainage and sewerage mains and other common areas and facilities provided by the Developer and Land Owner as per the approved and sanctioned plan of Hill County upon execution of the Sale Deed by the Land Owners and the Developers. For the purposes of clarity, the Purchaser's hereby confirms and declares that he shall have no right, title and interest over the Scheduled Apartment until he/she has paid all amounts due under the Agreement and after the registration of the Sale Deed.

9. Termination

- a. The Developer and the Land Owners can terminate this Agreement on the following grounds:
 - i. The Purchaser defaults in adhering to the Payment Schedule contained in Schedule 2 of this Agreement or defaults to pay the interest and the principal within the grace period.
 - ii. The Purchaser is declared to be insane or insolvent.
 - iii. The Purchaser has been convicted or is found to be unsuitable, within the absolute discretion of the Developer, to be a resident of Hill County.
 - iv. The Purchaser defaults in payment of the Corpus Fund or violates any of the terms and conditions of this Agreement.
 - v. The Purchaser defaults in payment of any of the amounts payable under this Agreement, the Agreement shall stand cancelled.
- b. The Purchaser can terminate this Agreement upon the Developer failing to construct the property within the period stipulated in this Agreement and the given grace period and the additional 8 months penalty period as provided in clause 7(a), 7(b) and 7(c). The Purchaser shall have no right, at any time whatsoever, to obstruct or hinder the progress of the construction activity. The Purchaser further agrees that if the Developer gives prior to the expiry of the grace period of eight months, a revised schedule of construction completion or assures that the construction shall be completed by a new contractor of repute or a combination of both, the Purchaser shall accept the same, provided the Total Consideration is not increased.
- c. Termination shall be by a written notice delivered to the opposite party in the manner set out in this agreement.
- d. Upon termination of this Agreement by the Developer and the Land Owners, the Developer and the Land Owners shall be entitled to alienate the Scheduled Apartment to any third party without any further notice to the Purchaser, and adjust the sale proceeds against the unpaid price and if there is a deficit out of implementation of Clause 9 (d) the Developer and the Land Owner will be entitled to recover the said deficit as compensation from the Purchaser.
- e. If the termination of this Agreement is by the Purchaser due to the Developers default, the Developer and the Land Owners shall payback the amounts received from the Purchaser within thirty days of the cancellation and if the payment is made after the thirtieth day, the Developer and the Land

Owners shall pay an interest of ten percent per annum beyond the thirtieth day upto the date of actual payment.

10. Transfer

- a. The Purchaser shall not transfer or assign, part with any interest or right under this Agreement prior to execution of Sale Deed without the prior permission in writing from the Developer and Land Owner.
- b. Any transfer of Agreement made by the Purchaser in contravention to clause 10 (a) above will be null and void and shall not be binding on the Developer and the Land Owner in any manner whatsoever. If the Purchaser wants to transfer this Agreement, he/ she shall have to intimate the same in writing to the Developer and Land Owner prior to such transfer and has to pay a transfer fee of Rs.150/- per square feet. The Transfer Fee will not apply in the case of one Transfer to any blood relations. Further, he has to give full details of the prospective purchaser in the prescribed format and shall also ensure that the prospective purchaser signs all the necessary documents given by the Developer / Society and abides by the rules and regulations of Hill County. The request for the transfer will be entertained by the Developers and the Land Owners only if all dues under this Agreement are paid in full as on the date of request for such transfer and the Developer being satisfied in its sole discretion in relation to the financial ability of the prospective transferee to fulfill its obligations under this Agreement and such third party by signing an “Adherence Deed” in the form attached to this Agreement.
- c. No request for transfer will be entertained unless the first twenty percent of the price is paid in full along with interest if any for delay and other applicable charges under this Agreement.

11. Inspection of Site

- a. The Purchaser may visit the site only during times notified by the developer. It is advised not to visit the site while construction activity is going on.
- b. The Developer and Land Owner shall not be held responsible for accidents, if any during such visits to the site.
- c. The visits will be limited to areas defined by the Developer.

12. Formation Of Society

- a. The Purchaser agrees to become a Member of the Society created on behalf of the residents of Hill County to look after the maintenance and welfare of the Township of Hill County on the date of execution of the Sale Deed.
- b. The Purchaser also declares that he has read the rules and regulations of the Society and agrees to abide by them including timely payment of Society dues.
- c. The Purchaser grants the right to the Hill County Society to deny access to utilities like water electricity etc. or for any other action to be taken by the Developer / Society in case of non-compliance of the Purchaser with the Society rules.
- d. The Purchaser acknowledges the existence of two other societies and shall work in tandem with them for the upkeep of the Hill County.

13. Notices

- a. All notices, requests or instructions to be given hereunder by any party to the other shall be in writing, in English language and delivered personally, or sent by registered mail postage prepaid, or courier, or facsimile (followed by a confirmation by mail), addressed to the concerned party at the address set forth below or any other address subsequently notified to the other parties.

The addresses of the parties for the purpose of serving all notices, are as follows:

Land Owners:

Maytas Hill County Pvt Ltd.
Regd. Office: 6-3-1186/5/A, III Floor,
Amogh plaza, Begumpet, Hyderabad-16
Ph: 23408100.

Developers:

Customer Support Department
Maytas Hill County Pvt Ltd.
Hill County, Bachupally, Miyapur,
For the purposes of Section 9, a notice shall be deemed to be effective
Hyderabad – 500 072.
Ph: 40009111.

Purchasers:

- | | |
|-------------------|-------------------|
| 1) Name & Address | 2) Name & Address |
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- b. For the purposes of Section 9, a notice shall be deemed to be effective
 - i. In the case of a registered mail, seven days after posting,
 - ii. In the case of courier, two days after dispatch by the Party,
 - iii. In the case of a facsimile, 24 hours after transmission and receipt of a confirmation in this regard, and
 - iv. In case of personal delivery, at the time of delivery.

14. Arbitration

- a. In the event of any dispute between the Parties in connection with the validity, interpretation, implementation or breach of any provision of this Agreement or any other disputes including the question of whether there is proper termination of the Agreement shall be resolved through arbitration by appointing a sole arbitrator by the Vice Chairman of the Developer. The Decision of the Arbitrator shall be final and binding on both the Parties.
- b. The arbitration proceedings shall be in accordance with the provisions laid down in the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Hyderabad and the language shall be English. All the proceedings are subject to the exclusive jurisdiction of the courts at Hyderabad only.

15. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, prohibited or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, this Agreement shall be considered divisible as to the extent of such provision only. The remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall

not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

IN WITNESS WHEREOF the Land Owners, Developer and Purchaser have signed this Agreement and executed on the day, month and year first hereinabove mentioned.

WITNESS:

1.

1. **For Maytas Hill County Pvt. Ltd.,**

(GPA HOLDER OF LAND OWNERS)

2.

2. **For Maytas Hill County Pvt. Ltd.,**

**(A uthorised Signatory)
(DEVELOPER)**

3.

**(PURCHASER(S))/
(GPA HOLDER OF PURCHASER(s))**

Schedule 1 – Property

(A) Schedule of Land:

All that piece of undivided share of land admeasuringSq. yards in an extent of Acres 16.38 Guntas forming part of Sy No. 194/P for Acres 0.33 Guntas, Sy. No.196/P for Acres 11.19 Guntas and Sy. No.197/P for Acres 4.26 Guntas earmarked for the construction of Apartment Complex, out of the total extent of Acres 85 and 36 guntas situated in the lay out known as Hill County, Bachupally Village, Qutubullapur Mandal, Ranga Reddy Dist., bounded by:

NORTH : INDEPENDENT HOUSES
EAST : PRIVATE PROPERTY
SOUTH : 24 M WIDE ROAD
WEST : PROPOSED CLUB HOUSE / INDEPENDENT HOUSES

(B) Schedule of Apartment:

All that portion forming part of residential apartment with;

Apartment Block Name	
Type	
Floor number	
Apartment number	
Built up area in square feet	
Garden deck area in square feet	
Number of Car parkings	
Common Area	

Being built in the Apartment Complex, in an extent of Acres 16.38 Guntas forming part of Sy No. 194/P for Acres 0.33 Guntas, Sy. No.196/P for Acres 11.19 Guntas and Sy. No.197/P for Acres 4.26 Guntas earmarked for the construction of the Apartment Complex, out of the total extent of Acres 85 and 36 guntas situated in the lay out known as Hill County, Bachupally Village, Qutubullapur Mandal, Ranga Reddy Dist.bounded by:

NORTH :
EAST :
WEST :
SOUTH :

WITNESS:

1.

1. **For Maytas Hill County Pvt. Ltd.,**

(GPA HOLDER OF LAND OWNERS)

2.

2. **For Maytas Hill County Pvt. Ltd.,**

**(AUTHORISED SIGNATORY)
(DEVELOPER)**

3. 1)

2)

(PURCHASER(S))

(or)

(GPA holder of Purchaser(s))

Schedule 2 – Price

(2a)	Basic Consideration	Rs.
(2b)	Garden Deck price	Rs.
(2c)	Car Parking/Amenities	Rs.
(2d)	Total Consideration	Rs.

Total Consideration: Rs.....(Rupees.....
only)
 (excluding payments mentioned in Clause 3(d) and 3(e) &
 Clause 5(a))

*Installment	Due Date on or before	Amount payable
Booking Advance	On booking (10%)	Rs.
Allotment Advance	15 days from booking date (10%)	Rs.
1.		Rs.
2.		Rs.
3.		Rs.
4.		Rs.
5.		Rs.
6.		Rs.
7.	During Hand Over	Rs.
	TOTAL	Rs.

Payments received as on date : Rs./- (Rupees Lakhs
 thousand Hundred and
only) vide Cheque / D.D. / Wire No.

* The applicable statutory and other levies will be communicated to the Purchaser separately in the notice calling for payment of each of the above installments.

1. For Maytas Hill County Pvt. Ltd.,

WITNESS:

1.

(GPA HOLDER OF LAND OWNERS)

2. For Maytas Hill County Pvt. Ltd.,

2.

**(AUTHORISED SIGNATORY)
 (DEVELOPER)**

3.

**(PURCHASER(S))/
 (GPA holder of Purchaser(s))**

Schedule-3 – Corpus Fund

Interest-free corpus fund of Rs.50 per sft (Rupees fifty per square feet) of built up area shall be paid prior to the execution and Registration of Sale Deed.

WITNESS:

1.

1. For Maytas Hill County Pvt. Ltd.,

(GPA HOLDER OF LAND OWNERS)

2.

2. For Maytas Hill County Pvt. Ltd.,

(AUTHORISED SIGNATORY)
(DEVELOPER)

3. 1)

2)

(PURCHASER(S))

(or)

(GPA holder of Purchaser(s))

Schedule-4 – Property Specifications

SPECIFICATIONS :

FOUNDATION/STRUCTURE: Earthquake resistant RCC Frame work in accordance with IS: 56:2000 & 1893:2002.

WALLS : 200mm thick External Walls and 100mm thick Internal Walls with Light Weight Cement Concrete Blocks.

WALL FINISHES :

INTERNAL WALLS/CEILING

Smooth plastered surface treated with luppam/putty and painted with acrylic emulsion of approved color and brand.

EXTERNAL WALLS

Sponge finished plaster admixed with water proofing compound and painted with weather proof cement paint of approved make and color.

CLADDING / TEXTURE PAINT

Sand stone / Slate stone cladding & Texture Paint at Designated Areas.

FLOORING :

Hard Wood Flooring and Skirting -Master Bed Room in Type 1 and Type 2 and Family Room Area in Type 1. 2'X2' Vitrified Ceramic Tile Flooring in Drawing / Living / Dining / Kitchen / Other Bed Rooms with skirting. Anti Skid Ceramic Tile flooring in Toilets, Balcony & Utility. Ceramic Tile Dadoing upto Ceiling in Toilets & Utility.

DOORS & WINDOWS :

Main Door

Teak wood paneled shutter with teakwood frame finished with melamine polish with good quality hardware with suitable locking arrangement like Lockset or equivalent.

Internal Doors

35mm thick One side Veneered & other side painted Flush door Shutters with Teak wood frame fixed with good quality hardware. All Folding / Sliding / openable doors are with powder coated Aluminum Frame with plain float glass panels.

WINDOWS

All Sliding / Casement windows are with Powder coated aluminum frame with plain float glass panels.

KITCHEN :

Aesthetically finished modular kitchen with polished granite platform, stainless steel sink, chimney, and hob and storage cabinets.

ELECTRICAL

INSTALLATIONS :

Automatic change over switch between normal and backup power. 100% Backup Power except for AC machines. Flame retardant, low smoke medium duty PVC conduit with Finolex, L&T or equivalent. Modular switches like Legrand, Toyoma or equivalent.

TELEPHONE / DATA CONNECTIONS

RJ45 outlet in Family and all bed rooms for internet connection.

RJ11 outlets in Drawing, Living, Kitchen, Family and all Bed rooms for telephone connection. TV outlets in Living, Family and all Bed rooms.

SANITARY & PLUMBING WORKS :

Sanitary Fittings

Ceramic ware of superior brands like Toto or equivalent except maid's toilet.

Shower cubicles with 8mm toughened glass in all bathrooms except maid's toilet.

CP fittings of superior range like Toto or Equivalent in Toilets and Kitchen except maids toilet.

WATER SUPPLY PIPING

Superior quality CPVC piping with special fittings as per relevant IS specifications

SANITARY AND RAIN WATER PIPING

Superior quality PVC with special fittings as per relevant IS specifications.

STAIRCASE RAILING /

EXTERNAL HAND RAILING: 1 metre high duco painted MS Railing for Staircase and Balconies.

UNIQUE FEATURES :

Each Tower will have the following :

Independent Security System

Laundry Area

Double Height Entrance Lobbies

Sky Lounges

Private Hanging Garden Decks (for designated flats only)

Basement Covered Car Parking

Centrix Central telecom exchange

Centralized Gas connection to individual kitchens

Environmental deck consists:

Gym, Aerobics/Yoga, Mini home theatre, Children's play area, Open designated areas like Amphitheatre, Sandpits, Water-bodies, and Fountains integrated with well designed landscape.

*Features/Facilities/Specifications are subject to change.

WITNESS:

1.

1. For Maytas Hill County Pvt. Ltd.,

(GPA HOLDER OF LAND OWNERS)

2.

2. For Maytas Hill County Pvt. Ltd.,

(AUTHORISED SIGNATORY)
(DEVELOPER)

3. 1)

2)

(PURCHASER(S))

(or)

(GPA holder of Purchaser(s))

Schedule-5 – Deviation

Deviations if any: Nil.

1. For Maytas Hill County Pvt. Ltd.,

(GPA HOLDER OF LAND OWNERS)

WITNESS:

1.

2. For Maytas Hill County Pvt. Ltd.,

**(AUTHORISED SIGNATORY)
(DEVELOPER)**

2.

3. 1)

2)

(PURCHASER(S))

(Or)

(GPA holder of Purchaser(s))

Schedule-6 – Floor Plan

FORM OF ADHERENCE DEED

I/ We,..... (name / age / residence / address to be filled in) the new purchasers / transferees of the Apartment bearing no. ... in tower in Floor of approximately along with Parking covered under this Agreement for Sale, agree, unconditionally and unequivocally agree to abide by all the terms and conditions of this Agreement for Sale, not withstanding the fact that I/we are not the original purchasers of this Scheduled Apartment

With effect on and from the date hereof we will be bound by all terms and conditions of the Agreement For Sale dated _____ as if we had been party thereto as a Purchaser and shall be under the same obligations towards the Developer and the Landowner as it would have been under if it has been an original party hereto.

Signed on this day of

By the Transferor:

By the Transferee:

Accepted and Agreed

**Developer
Land Owners**

