



MARUTHI CORPORATION LIMITED

for a better living environment

Green Fields Application

8-2-682/3, 501, May Fair Gardens, Road No.12, Banjara Hills, Hyderabad-500034.

Ph No. : 040-23384286/87, E-mail:maruthicorp@gmail.com

www.indialuxuryvillas.com

CUSTOMER APPLICATION FORM

Name Of Applicant

S/o / W/o

Date Of Birth :

D D M M Y Y Y Y

Occupation :

Name Of Co-Applicant

S/o / W/o

Date Of Birth :

D D M M Y Y Y Y

Occupation :

Address

City

State

Country

Pincode

Mobile No.

Phone No.

Fax

E-mail

Plot No.

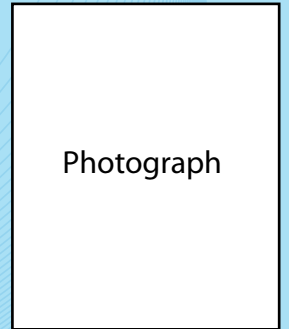
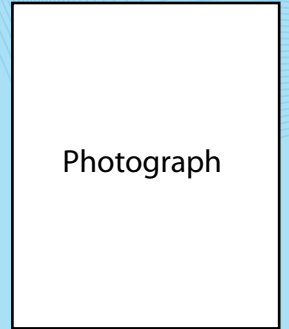
Plot Area

Sq.Yrds , Facing

Villa Name

Built Up Area

Sq.Ft , No. of BR's



Personal Information

Contact Information

Plot & Villa Details

PURCHASER

DEVELOPER

AGREEMENT FOR VILLA CONSTRUCTION/PURCHASE

This agreement for Villa Construction/Purchase is made and executed on this day of _____ at Hyderabad by and between.

M/s. Maruthi Corporation Limited , a company incorporated under the Indian companies Act, 1956 and having its Registered Office at D.No. 8-2-682/3, 501 , May Fair Gardens , Road No. 12, Banjara Hills , Hyderabad 500 034. Represented by its Managing Director Dr. K. Ram Reddy S/o Sri. K.V Reddy, R/o Hyderabad. (Herein after called the "DEVELOPER" which term shall mean and included all their heirs' successors, legal representatives, administrators and assignees etc.)

AND

Sri. _____
S/o. _____ aged _____ Occupation _____
Resident of _____

(Herein after called the "PURCHASER" which term shall mean and include all their heirs successors , legal representatives , administrators and assignees etc.,)

WHEREAS the DEVELOPER has acquired and developed 46.39 acres of land at Chattanpalli Village , Shadnagar Mandal , Mahaboobnagar District , and sold the plots to various parties on a condition that the DEVELOPER shall construct a Villas at the cost of the PURCHASER.

WHEREAS the DEVELOPER has offered to sell, and the PURCHASER has agreed to purchase Villa , bearing plot No. _____ ,Open Plot admeasuring _____ Sq.Yds and along with the built Up area _____ Sq.Ft in Survey No. 585,586,587,591 and 592 situated at Chattanpalli Village , Shadnagar Mandal , Mahaboobnagar District ,for a total sale consideration of Rs. _____/- (Rupees _____ only).

NOW THIS DEED OF AGREEMENT FOR CONSTRUCT /PURCHASE OF A VILLA WITNESSTH AS FOLLOW:

1. That in pursuance of the above agreement the DEVELOPER agreed to sell and the PURCHASER agreed to purchase Villa, bearing plot No. _____ total admeasuring _____ Sq ft. along with land admeasuring _____ Sq. Yds (Herein after called the Schedule Property) in survey No. 585,586,587,591 & 592 situated at Chattanpalli Village , Shadnagar Mandal , Mahaboobnagar district , for a total sale consideration of Rs. _____/- (Rupees _____ only) .
And paid a sum of Rs. _____/- (Rupees _____ only) .
through Cheque /Online Ref No. _____ , Dated _____ Drawn On _____ as advance and earnest money to the DEVELOPER , The receipt of the said sum , the DEVELOPER hereby admits , acknowledges and passed a separate receipt (Cheque subject to realization) .
2. That the DEVELOPER hereby declares that they have full and absolute title to the schedule property and every part thereof as its absolute owners now and when they offered

to it for sale to the PURCHASER and all the schedule property or any part thereof was not subjected to any mortgage , charge, liens, security or other encumbrances.

3. That the DEVELOPER hereby agree that the sale shall be free from all encumbrances, attachments either Government or Private.
4. That the DEVELOPER further covenant with the PURCHASER, that they shall be always kept saved harmless and ever kept indemnified by the DEVELOPER through their person and property for and against all loss, damage, costs and expenses which the PURCHASER may sustain due to the defect in the title or rights of the DEVELOPER to the schedule property or any part thereof for any whatever.
5. That the DEVELOPER hereby declares that the land sought to be conveyed and transferred is not assigned land as defined in the Act 9 of 1977.
6. That the DEVELOPER declare that there are no tenants or protected tenants or any other person or persons with any other right or claim or demand in and over the schedule property.
7. That the PURCHASER shall bear all the expenses of the stamp duty registration and other incidental expenses towards the registration of the sale deed.
8. That the DEVELOPER shall obtain necessary permissions either from the Chattanpalli Village Panchayat or any other authority for the purpose of construction of Villa at their expenses.
9. The Villa to be constructed in the schedule property is at the discretion of the DEVELOPER as per the specifications given to the PURCHASER and the PURCHASER agreed for the said specifications.
10. The DEVELOPER is developing the Villa in and around the schedule property. The DEVELOPER shall have full rights and discretion to use their own opinion and apply their mind without any interference of the PURCHASER and construction shall be conducted to the mutual interest of both the parties. However the parties hereby declare that the arrangements arrived at between them is not in the nature of partnership.
11. That the entire financial investment required for the sanction of the plan and the construction and the completion of the Villa shall be arranged by DEVELOPER. The PURCHASER has no concern with said investment.
12. That the DEVELOPER shall make earnest attempts to complete the construction of Villa as early as possible. The parties mutually accept that the construction of Villa shall be completed stage by stage from the date of sanction of layout plan. The DEVELOPER hereby agrees that they shall complete the construction of the Villa with in a period of 48

months from the date of sanction of house plan.

13. The **PURCHASER** has to start the construction of the purchased villa, in bearing plot No. _____, within 18 months from the date of 1st payment. In case the purchaser fails to do so, the **DEVELOPER** has the right to cancel the Sale Deed /Agreement and refund the payment made by the **PURCHASER** after deducting the transaction charges.
14. The fixtures, fittings and other amenities to be provided by the **DEVELOPER** in the Villa are clearly mentioned in the Annexure II, Which is enclosed to this deed of Agreement.
15. That **PURCHASER** hereby agrees to pay the total cost of purchase of the Villa to the **DEVELOPER**. The **PURCHASER** hereby agrees to pay the balance sale consideration of Rs. _____/- in the following manner.

S.No	Installment	Date	%Of Payment	Amount In ₹
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

16. If the **PURCHASER** fails to pay the amounts as agreed above, the **PURCHASER** is hereby agrees that he/she shall pay interest @ 24% per annum on the amounts due from the **PURCHASER** to the **DEVELOPER**.
17. That the **PURCHASER** hereby agrees that they shall not sell the house with in a period of two years from the date of handing over of the possession to the **PURCHASER** by the **DEVELOPER**.
18. The **PURCHASER** shall pay an amount of Rs. 1,75,000/- to the **DEVELOPER** at the time of taking over the possession of the residential house. The **DEVELOPER** shall spend the above said amount in the following manner.
 - a) Rs. 1,50,000/- towards Corpus fund
 - b) Rs. 5,000/- for legal charges
 - c) Rs. 3,000/- share application money
 - d) Rs. 3,000/- for formation and registration of the society.
 - e) Rs. 5,000/- for proportionate share of taxes.
 - f) Rs. 9,000/- other charges

19. If and when the parties agree any more clauses of terms and conditions to, the same shall be recorded into writing as a supplementary agreement to this agreement.
20. That the **DEVELOPER** shall have their own liberty to use the land for construction about space to be left for parking, and other connected amenities etc., and the **PURCHASER** shall not question the same.
21. That the **PURCHASER** shall not be entitled to ask for the change of any modification in the structure of construction after the construction is completed or the construction is in progress.
22. The entire cost of the drainage and water connections including permissions charges and the charges to be paid for provision of electrical supply including electrical transformer will be paid by **DEVELOPER**.
23. The Agreement shall be governed by and constructed in accordance with the laws of India.
24. The courts of Hyderabad will have jurisdiction over any dispute arising of these presents between the parties.
25. Any notices or other communication require or permitted here under law shall be deemed to have been duly given as if delivered in person or if sent by registered post or certified mail return receipt requested or by overnight courier in any postage prepaid and addressed as follows :
 - a. If to Maruthi Corporation Limited
D.No. 8-2-682/3, 501 ,
May Fair Gardens , Road No. 12,
Banjara Hills , Hyderabad 500 034.
26. That the **PURCHASER** hereby agrees that they shall not use the Villa to be constructed by the **DEVELOPER** other than the residential use.
27. The **DEVELOPER** agrees that the entire construction of the Villa shall be completed within 48 months from the date of sanction of construction plan. If the **DEVELOPER** fails to complete the construction within 24 months from the date of sanction of construction plan, the **DEVELOPER** is liable to pay nominal rent at the rate of Rs. 10000/- per month as penalty.
28. After completion of construction of the row houses complex and after distribution of the respective shares of the constructed and parking areas, and the open space of land and the common amenities shall be owned in common by the **PURCHASER**, the **DEVELOPER** or their transferees.
29. The **DEVELOPER** shall be responsible for payment of water and electricity charges etc. levied by the concerned department in respect of the schedule property from this day and till date of handing over of vacant possession of the residential house.

30. After completion of construction of the Villa and on receipt of the total sale consideration as mentioned in clause No. 15 of these presents the **DEVELOPERS** shall deliver vacant possession of the entire area, which the **PURCHASER** is entitled to under this agreement.
31. If the **PURCHASER** fails to pay the sale consideration as agreed on clause 15 of these presents , the **DEVELOPER** shall serve a notice to the **PURCHASER** by giving 15 days time to make the payment and upon failure to pay the amount by the **PURCHASER** even after receipt of the notice, the **DEVELOPER** is entitled to terminate this agreement without any notice.
32. That the **PURCHASER** shall join as member of the co-operative society that may be formed for the purpose of the maintaining the entire residential houses .
33. If the **PURCHASER** fails to take the possession of the house within 15 days from the date of written notice from the **DEVELOPER**, the **PURCHASER** is liable to pay all the common charges as decided by the Developers/Co. Op society.
34. That both the parties hereby agree that the Club House , health facilities , sports facilities , leisure facilities and service constructed by the **DEVELOPER** shall be owned and maintained by the **DEVELOPER** .
35. That the both parties hereby agree that the Club House , Health facilities , sports facilities , leisure facilities and services constructed by the **DEVELOPER** shall be used by the **PURCHASER** or his authorized representative and the transferees of the **DEVELOPER** and they shall pay the maintenance / usage charges as fixed by the **DEVELOPER** from time to time.
36. That the **DEVELOPER** is entitled to join the third parties as a members i.e., who are not the **PURCHASER** of this particular Villa in the club house , health facilities , sports facilities and services constructed by the **DEVELOPER**.
37. That the both parties here by agree that the third parties who joined as members of the club facilities , health facilities , sports facilities , leisure facilities and service constructed by the **DEVELOPER** shall not interfere with the peacefulness of Township and shall not use the common roads provided in the Township
38. That both the parties here by agree that it is the responsibility of the **DEVELOPER** to collect the maintenance/usage charges from the third parties.
39. That the **DEVELOPER** shall incorporate all the clause i.e., clause No. 35 to 38 in the bye laws prepared for the maintenance of the club house , health facilities , sports facilities leisure facilities and service constructed by the **DEVELOPER** .
40. The **DEVELOPER** shall not be liable for forfeiture of its performance liquidated damages, and to the extent that **DEVELOPER** delay in performance or other failure to perform its obligation under this contract is the result of an event of Force Majeure. For the purpose of the clause Force Majeure means an event beyond the control of the **DEVELOPER**, which does not involve the **DEVELOPER**'s fault or negligence and is not foreseeable .Such events may include but not restricted to wars, or revolutions, fires , floods , epidemics , quarantine restrictions , and freight embargoes , any decree or award of court staying the implementation of the project and acts of terrorism
41. In the event of any dispute or difference between the parties arising out of or relating to this agreement such disputes or difference shall be referred to arbitration as follows:
 - a. The disputes or difference shall be referred to the arbitration in accordance with the Arbitration rules existing under the Arbitration and Reconciliation Act 1996. All proceedings shall be conducted in Hyderabad , India and will be governed by the laws of India.
 - b. If there be no unanimity between the parties on the selection of the sole Arbitrator, the disputes or difference shall be referred to a panel of three Arbitrators one to be selected by the **PURCHASER**, one to be selected by **DEVELOPER** and third member to be selected by the two arbitrators appointed by **PURCHASER** and **DEVELOPER**, who shall serve as chairman of the arbitration panel.

SCHEDULE OF THE PROPERTY

All the property bearing No. _____, total admeasuring _____ Sq.ft along with land admeasuring _____ Sq Yds in the layout developed by the **DEVELOPER** in survey No. 585,586,587,591 and 592 situated at Chattanpalli Village, Shadnagar Mandal , Mahboobnagar District bounded by :

East _____ West _____

North _____ South _____

IN WITNESS WHEREOF we sign this deed on the _____ day of _____ at with our free will and consent without any coercion in the presence of the following witness:

WITNESSES:

1. _____ PURCHASER

2. _____ DEVELOPER