

**GOLDEN BLOSSOM**

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ (dd/mm/yyyy) at Bangalore:

**BETWEEN:**

**M/S.GOLDEN GATE PROPERTIES LTD.,** a Public Limited Company incorporated under the provisions of the Companies Act 1956, Having its Registered Office at No.820, First Floor, 8th Block, 80 Feet Road, Koramangala, BANGALORE 560 034 **REPRESENTED BY ITS COMPANY SECRETARY Mr. GIRIRAJU**

(Hereinafter called the **FIRST PARTY**)

**AND**

Mr. \_\_\_\_\_, S/O. \_\_\_\_\_, aged about \_\_ years & Mrs. \_\_\_\_\_  
W/o. Mr. \_\_\_\_\_ aged about \_\_ years  
Residing at \_\_\_\_\_.

(Hereinafter called the **SECOND PARTY / PURCHASER** )

(The terms **FIRST PARTY/OWNERS, SECOND PARTY /PURCHASER(s)** shall mean and include their respective heirs, legal representatives, executors, administrators, agents, assigns, nominee/nominees, successors-in-office etc.,)

WHEREAS the **FIRST PARTY** is the owner in possession and enjoyment of residentially converted lands admeasuring 3 Acres 28 Guntas in Survey No. 40, Bellathur Village, Bidarahalli Hobli, 3 acres 33 guntas in survey NO. 267/1 & 1 Acre 10 guntas in Survey No. 267/2, both situated at Kadugodi Village, Bidarahalli Hobli, Bangalore East Taluk totally measuring 8 Acres 31 guntas vide Registered document bearing No. 5417/2005-2006 dated 20/07/2005, CD No. KRID 145 which is more fully described in the schedule – A hereunder and hereinafter referred to as SCHEDULE – A Property

WHEREAS the **FIRST PARTY** herein ever since the date of acquisition of the schedule 'A' property is in possession and enjoyment of the same as absolute owner without any let or hindrance from anyone. The **FIRST PARTY** also got the lands converted to Residential use vide conversion order for Sy. No. 40 , Sy. No. 267/1 & 267/2 ALN: S(A) CR:21/95-96 dated 18/03/1996 issued by District Commissioner (Special)

WHEREAS the **FIRST PARTY** formulated a scheme of development of a apartment complex consisting of EIGHT Residential Buildings and provision for civic amenities area, park and play ground and identified the development under the common name as 'GOLDEN BLOSSOM'.

WHEREAS subsequently the **FIRST PARTY** has obtained a development plan vide BDA Resolution No. 227/2005-TPM/GH-01/3123/2005-2006 Dated:15/12/2005 and LP.No:AS/AA3/E/126/2005-2006 dated 03/02/2006 sanctioned by the Bangalore Development Authority for the above mentioned scheme on the "A" Schedule Property and has commenced the construction of the apartment complex on the Schedule Property as per the plans sanctioned.

WHEREAS the **FIRST PARTY** agreed to comply with various conditions stipulated in terms of **sanction plan** BY Bangalore Development Authority. The **FIRST PARTY** will surrender to Bangalore Development Authority the property reserved for civic amenities and Parks and Open Spaces.

WHEREAS the **FIRST PARTY** after excluding civic amenities and Parks and Open Spaces has reserved balance portions of Schedule "A" property for construction of Eight Residential and other Buildings

WHEREAS the **SECOND PARTY(s)** who is/are interested in purchasing a flat in the said residential apartment complex under construction approached the **FIRST PARTY** and verified the title and all documents relating to the Schedule A property, Plans, designs and specification of the residential apartment. The Purchaser after having examined the construction and satisfied with the quality and progress of work has offered to purchase an apartment in the said complex.

WHEREAS, the **FIRST PARTY** upon the application made by the **SECOND PARTY** has agreed to allot, construct and sell the Schedule B property i.e. **Undivided share in the land** of the "A" Schedule Property measuring \_\_\_\_\_ **Square Feet** together with residential \_\_\_ **Bedroom** apartment bearing No \_\_\_\_\_ on the \_\_\_\_\_ **Floor in Block** \_\_\_\_\_ in the complex known as "**GOLDEN BLOSSOM**" admeasuring \_\_\_\_\_ **Square Feet of built area and \_\_\_\_\_ Square Feet of common area totally measuring \_\_\_\_\_ Square Feet with one covered car park** and which is more fully described in the "**B**" **Schedule** hereunder and herein after referred to as the "**B**" **SCHEDULE PROPERTY** for a valuable consideration of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only )** on the terms, conditions, covenants, stipulations and provisions here under mentioned.

**NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:**

1) The **FIRST PARTY** hereby agrees to construct and sell the "B" Schedule Property in its entirety and the **PURCHASER(s)** hereby agrees to purchase the "B" Schedule Property for a valuable consideration of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** as an absolute estate free from all encumbrances, subject to the terms and conditions contained hereunder. The total consideration has been arrived in the following manner:-

i) Cost of land - Rs. \_\_\_\_\_/-

ii) Cost of the construction, internal finishing, external amenities, development charges etc - Rs. \_\_\_\_\_/-

1a)The Purchaser(S) shall pay Rs. \_\_\_\_\_/- towards exclusive rights to use car park as mentioned in the below schedule and the allotment of Car park Nos will be made as per the demarcation in the working plan in the ascending order and no substitution will be allowed at a later stage whatsoever.

1b)The **PURCHASER(s)** shall pay additionally COT (Composition tax, under K-VAT Act) & Service Tax as per the prevailing rates along with the installments.

2a)The **PURCHASER(s)** has paid a sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) as advance to the **FIRST PARTY** towards Land in the following manner, the receipt of which is hereby admitted and acknowledged by the **FIRST PARTY**.

1) Rs. \_\_\_\_\_/- Vide Cheque/DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank and duly acknowledged by the **FIRST PARTY** vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_.

2) Rs. \_\_\_\_\_/- Vide Cheque/DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank and duly acknowledged by the **FIRST PARTY** vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_.

2b)The **PURCHASER(s)** shall pay the balance consideration of Rs. \_\_\_\_\_/-(**Rupees \_\_\_\_\_ Only**) towards Land & Rs \_\_\_\_\_/-(**Rupees \_\_\_\_\_ Only**) towards Construction Cost, Car Park, COT & Service Tax in the following manner:

| SI No        | Land Cost | Construction +<br>Car Park | Service Tax<br>@ 4.12% | COT @ 4% | Total | Due Date (on or before) |
|--------------|-----------|----------------------------|------------------------|----------|-------|-------------------------|
| 1            | Rs        | Rs                         | Rs                     | Rs       | Rs    |                         |
| 2            |           |                            |                        |          |       |                         |
| <b>Total</b> |           |                            |                        |          |       |                         |

2c)The **PURCHASER(s)** hereby agree not to delay, or withhold or postpone the payments due as aforesaid on whatsoever ground or reasons and in the event of the **PURCHASER** delaying, withholding or defaulting the payments any consequential loss(s) or damages shall be at the risk of the **PURCHASER**

2d) The **PURCHASER(s)** shall pay additional amount Rs. \_\_\_\_\_ towards  
 .Infrastructure Costs / Statutory Charges/Deposits/ Incidental Expenses/ DG Set inclusive of Service Tax for supply of electricity  
 .Construction of Sewage system/line, sewage treatment plant  
 .Provision of water lines, underground/ overhead tanks, bore wells, pumps etc.

This amount shall be paid on or before \_\_\_\_\_.

The Purchaser shall pay Rs. \_\_\_\_\_ /- (**Rupees \_\_\_\_\_ Only**)towards Cauvery water supply provided by the Govt., which includes the proportionate charges, deposits, line costs, infrastructure costs, incidental expnses and any other charges levied by the authorities to provide the Cauvery water connection.

2e)The Club House Membership of Rs \_\_\_\_\_/- shall be paid by the PURCHASER(S) along with the Service Tax at prevailing rate at the time of Registration or Possession whichever is earlier.

2f) **The Purchaser(S) shall pay Rs \_\_\_\_\_** as interest free Maintenance deposit prior to Registration/Possession whichever is earlier. As long as the Apartment Complex is maintained by the First Party, the Purchaser(S) shall pay a sum of Rs. 1.50 per Sqft every month from the date of Registration/Possession whichever is earlier. The Purchaser(S) cannot refuse to pay the maintenance charges for any reasons.

2g)The Purchaser(S) shall pay additional amount towards Legal Expenses, Miscellaneous & Incidental Expenses prior to Registration of the Sale Deed.

2h)The **PURCHASER(s)** shall bear any other statutory liabilities like Khatha Transfer charges, Property Taxes, Electrical Meter Transfer Charges, etc that may be levied in respect of the "B" Schedule Property as and when applicable.

3) The **PURCHASER(s)** covenants to make the payments of the amount as per the schedule indicated above. In the event of failure to pay the installments, the **FIRST PARTY** has the right to charge interest at the rate of 18% for the period of delay of the installment amount. If The **PURCHASER(s)** repetitively fails to pay the installments on time or commits breach in observing and performing any of the terms and conditions of this agreement or if the delay in paying any two installment exceeds 45 days, the **FIRST PARTY** shall give a 15 days written notice to the **PURCHASER(s)** to pay the amounts due. If the **PURCHASER(s)** fail(s) to pay the amounts due, the **FIRST PARTY** shall cancel the agreement and allot the same flat to other prospective purchasers. Thereafter, the **FIRST PARTY** shall, refund the amount paid by the **PURCHASER(s)**, after deducting a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as damages within 30 days from the date of the **FIRST PARTY** entering into a fresh agreement with new purchaser for the sale of the "B" Schedule property.

4a) The **FIRST PARTY** hereby agrees to deliver possession of the "B" Schedule Property on or before \_\_\_\_\_ subject to receiving the entire sale consideration towards the cost of the flat, amenities charges as mentioned in 2 (a) to 2(f). However, the **FIRST PARTY shall be entitled to a grace period of 4 (Four) months from the agreed date for delivery of vacant possession** of the Schedule "B" property and the **PURCHASER** cannot question the short delays not exceeding Four months and make it a ground to defer payments. The **FIRST PARTY** shall not be liable if they are unable to complete the construction of Apartment and deliver possession by the aforesaid date by reason of non-availability of Cement, Steel and other construction materials, civil commotion or by any Act of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, any Court and/or any other Public or Competent Authority prohibiting construction activities or for reasons beyond the control of the **FIRST PARTY** and in nay of the aforesaid events, the **FIRST PARTY** shall be entitled to reasonable extension of time for delivery and possession of the completed premises and the monies till then paid by the **PURCHASER/s** under this

Agreement shall not be refunded.

4b) Though every effort will be made to obtain electrical, water and sanitary connections within the stipulated time, no responsibility will be accepted by the **FIRST PARTY** for delays in obtaining such connections, Clearances, Occupancy and other Certificates from the statutory authorities and **PURCHASER/s** shall not be entitled to claim any damage/losses against the **FIRST PARTY** on the ground of such delay. In the event of delay in obtaining power/water/sanitary connections, **FIRST PARTY** shall arrange to have temporary connections in this behalf until the permanent connections are obtained, to enable **PURCHASER(s)** to occupy the Schedule "B" Apartment. Possession of the Schedule "B" Property will be delivered to the **PURCHASER(s)** by the **FIRST PARTY** after the same is ready for use and occupation provided all the amounts due are fully paid to the **FIRST PARTY** in total. The **PURCHASER(s)** will be qualified to take possession of the Apartment in Schedule "B" herein after paying in full all the dues including various deposits mentioned in this Agreement and overdue interest, if any, within Ten days from the date of receipt of the notice in writing to the **PURCHASER(s)** intimating that the said Apartment is ready for use and occupation, time being the essence of the contract in that behalf. If modifications to "B" Schedule Apartment is suggested by the **PURCHASER(s)**, time fixed for handing over possession shall get extended correspondingly to enable the **FIRST PARTY** to comply the request of **PURCHASER(s)** for modification.

4c)The **FIRST PARTY** will complete all common amenities / facilities in the complex within a period of 12 months and club house within 18 months from the date of handing over all the apartments and the purchaser(s) accept(s) the same.

5a)The apartment will be registered only on the Applicant or Co Applicants name. Under no circumstance it can be registered on others name.

5b) If the **PURCHASER(s)** voluntarily choose(s) to rescind the agreement, the **FIRST PARTY** shall within 30 days of entering into a fresh agreement with the prospective **PURCHASER(s)** shall refund the entire amount so paid by the **PURCHASER(s)**, after forfeiting RS. \_\_\_\_\_/- towards damages suffered by the **FIRST PARTY** as a result of the **PURCHASER(s)** rescinding the agreement at his option.

5c)If the **FIRST PARTY** chooses to rescind the agreement, the **FIRST PARTY** within 30 days of serving a written notice to the **PURCHASER(s)**, shall refund the entire amount so paid by the **PURCHASER(s)**, together with the prevailing bank interest for Housing Loans, to be calculated from the date of receipt of the amount till the settlement of the account, towards damages suffered by the **PURCHASER(s)** as a result of

the FIRST PARTY rescinding the agreement.

5d)The FIRST PARTY will have the exclusive ownership of the club house and its land. The FIRST PARTY has the right to extend the membership of the club house to all other phases of Golden BLOSSOM besides outsiders.

5e)Monthly subscription fee of the club house is to be made good by the PURCHASER(S) as fixed by the FIRST PARTY at the time of club operations.

5f)Nominal usage charge would be applicable for the facilities provided. The club house membership is mandatory for all PURCHASER(s).

5g)If the PURCHASER(s) propose(s) to transfer his/her/their rights under this agreement to any Third Party, he/she/they may do so with the prior approval of the FIRST PARTY subject to payment of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards Transfer fee.

5h)Allotment of Car park Numbers will be made as per the demarcation in the working plan in the ascending order and no substitution will be allowed at a later stage whatsoever.

6)Further, the FIRST PARTY do hereby covenant that the "B" Schedule property is not subject matter of any litigation and does hereby further covenant the PURCHASER(s) that the FIRST PARTY shall keep that PURCHASER(s) sufficiently indemnified against all encumbrances, claims, damages, costs, demands, expenses, attachments etc., created occasioned or made by the FIRST PARTY or any person claiming through or in trust for them or any of their predecessors in title. And the FIRST PARTY and all persons claiming through them shall at all times and from time to time at the request of the PURCHASER(s) do or cause to be done all such acts, deeds and things as shall lawfully and reasonably be required for the better and more perfectly securing possession and enjoyment of the said schedule B property.

7) The PURCHASER(S) shall not enclose the balconies/ utility areas under any circumstances;

8) The FIRST PARTY will be developing other buildings in balance portions of Property and the FIRST PARTY reserves easementary rights in perpetuity in the roads and other passages leading to each of the buildings and other development/s in the neighboring EXTENSIONS and it is a restrictive covenant of a perpetual easementary right which runs with the "B" Schedule Property and is irrevocable under any circumstances. Further the PURCHASER(S) shall have no right to question such use and enjoyment of the roads and passages in "A" Schedule Property by the FIRST PARTY and their nominees/transferees.

9) The PURCHASER(s) shall become and remain a member of any society, Association or Co-operative Society or Condominium or any Society/Association (hereinafter referred to us the "ORGANISATION") that

may be formed or to be formed by and consisting of all the Apartment Owners in the Building for the purpose of attending to the matters of common interest, including security, repairs, maintenance, etc., in respect of the Building and to maintain the roads, compound walls and all other common areas other than the areas specifically demarcated/carved out areas owned/allotted to the FIRST PARTY or their nominees. For this purpose the Purchaser(s) has/have authorised the FIRST PARTY to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act and the PURCHASER(s) will automatically become a member and will abide by the terms of the declaration executed.

10) The PURCHASER(s) shall not object for the FIRST PARTY to carry-on the work of other phases after completion of the Schedule-B Flat.

11) The name of the residential complex on the Schedule-A Property will be known as "GOLDEN BLOSSOM" which shall not be changed / altered even after the Association is formed. In the event that the blocks in the building are named by the FIRST PARTY the same shall not be changed / altered even after the Association is formed.

12) The PURCHASER(s) agree(s) and does not and will not oppose the FIRST PARTY'S Ownership, right and discretion to demarcate / divide, such / particular / certain areas of the "A" Schedule Property, and / or several blocks, constructed or to be constructed in the Schedule-A Property and utilize them for other uses. Such demarcated areas are not part of the common areas nor will be considered for calculation of Un-divided share for residential blocks.

13) The PURCHASER(S) shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the said Flat, or to make any other structural additions/alterations of a permanent nature therein, and therefore, the PURCHASER(s) hereby agree(s), undertake(s), covenant(s) and confirm(s) that he/she/they/it shall not do or permit / suffer to be done the same at any time hereafter. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the PURCHASER(s) shall be of the essence of the contract.

14) The PURCHASER(s) with the intention to bind all persons into whosoever's hands the said Flat and the said Parking Space/s may come, doth/do hereby agree/s. undertake/s and covenant/s with the FIRST PARTY as follows:-

a) To maintain the said Flat at the PURCHASER'S/PURCHASERS own costs and expenses in good and tenable repair and condition from the date possession of the said Flat is taken, and shall not do or suffer to permit to be done anything in or to the said buildings in which the said Flat is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the said Organisation or the concerned government, local or public bodies or authorities, or change / alter or make any addition in or to the said Flat

or to any part to the said buildings in which the said Flat is situated; and

b) Not to store in the said Flat any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said buildings in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the said Organisation or the concerned Government, local or public bodies or authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the lifts or the entrances, staircases, common passages or any other structure or part of the said buildings in which the said Flat is situated, and in case any damage is caused to the said buildings or any part thereof or to the said Flat on account of any negligence or default of the PURCHASER(S) or his/her their/its servants, agents, contractors, workmen, employees, visitors or guests, the PURCHASER(S) alone shall be liable and responsible for all the consequences of the same, and the PURCHASER(S) shall be liable and responsible to pay the damages for the loss suffered and

c) Not to demolish or cause or permit to be demolished the said Flat or any part thereof, not at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation or outside colour scheme of the said buildings in which the Flat is situated, and the Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenable repair, order and condition, and in particular, so as to support, shelter and protect the other parts of the said buildings in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the said Flat, without the prior written permission of the FIRST PARTY and the said Organisation, and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and

d) Not to transfer, assign or part with the said premises and/or the PURCHASER'S/PURCHASERS right interest or benefit under this Agreement, or part with the possession of the said premises, until all the amounts, dues and charges payable by the PURCHASER(s) to the FIRST PARTY under this Agreement are fully paid, and only if the PURCHASER(s) has/have not been guilty of any breach or violation of, or non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, and until the PURCHASER(s) has/have intimated the same in writing to the FIRST PARTY and obtained the FIRST PARTY'S prior written consent and permission to the same; and

e) To observe, perform and comply with all the rules, regulations and bye-laws which the said organisation may adopt or frame at its inception and the additions, alterations, or amendments thereto that may be made from time to time, including those for protection and maintenance of the said new buildings and structures in the said complex and the flats and other premises therein, and for the observance, performance and compliance of the Buildings Rules, Regulations, and Bye-laws for the time being of the concerned government, local and public bodies and authorities. The PURCHASER(S) shall also observe, perform and

comply with all the stipulations, terms and conditions laid down by the said Organisation regarding the use of all common areas, amenities and facilities in the said complex, and the PURCHASER(S) shall pay and contribute regularly and punctually towards all the rents, rates, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement; and

15) The PURCHASER(s) hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/given in any advertisement or brochure, by the FIRST PARTY and/or its agents to the PURCHASER(S) and or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement either expressly, impliedly or by law shall be deemed to form part of this Agreement or to have induced the PURCHASER(s) to enter into this Agreement.

## **CONSTRUCTION**

16a) The "B" Schedule Property shall be provided with the specifications and amenities more particularly described in the Technical Specification list appended hereto. However, the FIRST PARTY has the right to revise/ change specifications depending on availability of better material or due to technical reasons or any material mentioned in the technical specification not available or outdated or may be as per the advise of architects/consultants.

16b) THE PURCHASER(S) if so desire(s), may request the FIRST PARTY alterations during progress of construction of allotted apartment and the FIRST PARTY may consider the same provided such alterations are feasible, not major, confined to the interior of the apartment, do not alter Super Built Area and are not contrary to the Rules. In the event the FIRST PARTY agrees and such alterations cause additional financial implications to the FIRST PARTY, additional costs shall be borne by the PURCHASER(S). The first party has the right to disallow any notification requests depending on the status of the project. Also, only one time notification requests and entertained. No change, addition or alteration however will be entertained which

- Entails alteration of structural design.
- Entails alteration of general plumbing design.
- Entails alteration of general plumbing design.
- Is not permitted under BDA rules & regulations.
- Affects the elevation
- Affects the neighboring flats.
- Involves encroachments into common areas and setbacks.

17a) Any extra demand, or request, job works, by whatever name called individually or collectively, either pertaining to the common amenities in the apartment complex shall not be entertained as a general rule by the first party. However, the FIRST PARTY may as a goodwill gesture consider them on a case-to-case

basis at extra cost fixed by the first party at its discretion to be borne proportionately by the PURCHASER(S).

17b)The FIRST PARTY in its discretion can carry out all or any structural changes, changes in elevation and (or) changes in apartments or outside it, which may result in any alteration, addition, deletion or creation of, to or in the apartment, in the larger interests of the project as a whole and all those occupying the apartments. The purchaser(s) hence agree(s), accepts and submits to the same. The first party has reserved the right to change the layout and the area of the flat if reasons warrant.

17c)Once the sale deed is registered and possession of apartment is delivered, to the PURCHASER(S), it is categorically presumed that the same is completed in all respects, to his/her satisfaction and that the apartment adheres to the specifications promised / mentioned by the FIRST PARTY and by default the purchaser becomes liable to maintain it, and also liable to contribute for the maintenance.

17d)DEFECT LIABILITY PERIOD- Any defects in the construction or the material used shall be rectified by the FIRST PARTY for a period of one year from the date of registration or possession whichever is earlier. This does not apply to the damage caused by the PURCHASER(s) while making the interior work or caused due to their negligence. Also this does not apply to the fixtures, fittings, electrical, mechanical products that are supplied by Manufacturer with a warranty. In these cases the PURCHASER(s) shall approach the necessary Manufacturer for service during warranty. However in some cases, the repair work may lead to some patches or cosmetic damage to the walls. The PURCHASER(s) shall accept to any cosmetic damage that may be caused in the process of the repair work.

17e)Water supply for the apartments will be from the Bore wells within the complex. The FIRST PARTY does not guarantee any particular yield and in case of any shortfall, the PURCHASER(s) shall depend on external supply.

17f) There is no sewage connection provided by Bangalore Water Supply and Sewerage Board in the locality and hence the sewage in "GOLDEN BLOSSOM" will be connected to Sewage Treatment Plant proposed in Schedule "A" Property. However, as and when the Bangalore Water Supply and Sewerage Board authorities provide the underground drainage system for the locality, the sewage system in Schedule "A" Property will be connected to the Bangalore Water Supply and Sewerage Board line and in which event the Sewage Treatment provided for "GOLDEN BLOSSOM" will be either retained or removed by FIRST PARTY at their option.

### **Interim Maintenance**

18) The FIRST PARTY will run and manage the common areas and facilities of the Complex on cost for a period of one year only from the date of handing over possession of the first apartment in the complex, as it may not be practical to immediately transfer the maintenance responsibility to the allottee(s) as they will be

new neighbors to each other and will take some time to know one another. This is to help set up a suitable management system that can easily be supervised by the elected representatives of residents once the management is transferred.

19a) Common Areas and Facilities Handing over. The allottees of the Apartments will have to form a Registered Body within a period of one year from the "date of possession" and the PURCHASER(s) shall become a member of the same, for taking over charge of maintenance and management of the Common Areas and Facilities of the Complex including the Club. FIRST PARTY will help in setting up the Maintenance Body as stated hereinabove within 12 (twelve) months of handing over possession and pass on the charge of maintenance and management of the Common Areas and Facilities. The PURCHASER(s) cannot refuse to form any association or take charge of the Common Areas / Amenities/Facilities on any pretext. Any persistent refusal, non co-operation by the allottees as a whole in this regard, for whatever reason, would result in taking unilateral decision by the FIRST PARTY without notice, in fitness of things and circumstances, which shall be binding on them.

19b) The "B" Schedule Apartment shall be used by the PURCHASER(s) only for residential purpose and under no circumstances the "B" Schedule apartment shall be used for non-residential or for go down purpose and shall use the parking space only for the purpose of keeping and parking the Second Party's owned vehicle/s.

19c) All costs, charges and stamp duties, registration charges, Khata transfer, Electrical meter transfer, professional charges and expenses in connection with the preparation and execution of conveyance and other documents shall be borne by the PURCHASER(s) as may be prevailing at the time of registration.

19d) All such terms and conditions, clauses of this agreement of sale, in so far as they are not repugnant or covered, or inconsistent to the terms of a registered sale deed or deed of conveyance, executed in future by the first party in favour of purchaser shall subsist, valid and remain in force between the parties.

19e) In the event of any dispute or difference arising between the parties hereto in regard to any matter relating to or concerned to or connected with Agreement or Agreement to sell the same shall be referred to arbitration of a sole arbitrator and the arbitration proceeding shall be in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 and decision of the Arbitrator shall be final and binding on both parties, the venue of Arbitration shall be Bangalore.

19f) The PURCHASER(s) shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the State/Central Government, Corporation of the City of Bangalore, or any other Authority, in regard to ownership or enjoyment of such Apartments and pay all taxes, rates and cesses in regard to the Schedule 'B' Apartment.

19g) The Civil Courts at Bangalore shall exercise relevant jurisdiction over any dispute pertaining to this agreement. The parties hereto agree that neither party shall seek any injunctive relief, which affects the progress of the construction of Apartment Building.

19h) Save and except what are hereinbefore provided the rights and obligations of the PARTIES herein shall be governed by the Law in force.

### **“A” SCHEDULE PROPERTY**

All that piece and parcel of the composite residentially converted immovable property bearing survey Nos. 40 of Bellathur Village, 267/1 & 267/2 of Kadugodi Village. Bidarahalli Hobli, Bangalore East Taluk measuring to an extent of 8 acres 31 guntas and bounded as follows:

- **East by- Road**
- **West by - Survey No., 41 & 49**
- **North by- Survey No., 39 of Bellathur Village**
- **South by- Survey No. 268 of K.R. Krishna Singh & K.U. Lakshmana Singh**

**“B” SCHEDULE PROPERTY**

All that piece and parcel of the residential apartment bearing No. \_\_\_\_\_ on the \_\_\_\_\_ in the **Block-MARIGOLD** in the complex known as “**GOLDEN BLOSSOM**” with the builtup area of \_\_\_\_\_ square feet alongwith common area of \_\_\_\_\_square feet totaling \_\_\_\_\_ square feet together with \_\_\_\_\_ Square Feet of undivided share in Schedule ‘A’ Property and one covered car park in the land of the “A” Schedule Property together with common area, common facilities, common open space, common stair case, common water and sanitation, separate electricity, easementary rights and appurtenances thereto.

- **East by-**
- **West by -**
- **North by-**
- **South by-**

IN WITNESS WHEREOF, the PARTIES hereto have signed and executed this AGREEMENT OF SALE, the day, month and year first above written in the presence of the following witnesses:

**WITNESSES:**

For Golden Gate Properties Limited

Company Secretary

FIRST PARTY / VENDOR

SECOND PARTY / PURCHASER

## **ANNEXURE**

### **Specifications**

#### **STRUCTURE**

- Earthquake resistant R.C.C framed structure built with Controlled Concrete

#### **WALLS**

- External walls-6" Solid block, internal walls-4" Solid block

#### **PLASTERING**

- Internal walls-Cement plastering smooth finish with lime rendering
- External walls-Cement plastering with sponge finish

#### **DOORS and WINDOWS**

- Main door: Teak wood frame with both sides teak veneered flush shutter
- Other doors-Good quality hard wood frames, termite and borer resistant flush shutters painted with synthetic enamel paint.
- Full height Aluminium Glazed French window in Living and Master bed room

#### **WINDOWS**

- 3 track Glazed Powder coated Aluminium sliding windows with provision for mosquito proof shutters.

#### **FLOORING**

- Vitrified tile flooring in living, dining, bedrooms and passages leading to bedrooms. Ceramic flooring in Kitchen, Utility, Toilets and Balconies

#### **PAINTS**

- Plastic emulsion paint for internal walls
- Water proof paint, cement paint/ textured paint for external surfaces.

#### **TOILETS**

- Master bedroom - Granite counter top wash basin, full height dadoing, with geyser and exhaust fan points.
- Shower partition in Master Bedroom Toilet.
- Childrens toilet- Wash Basin with Pedestal, Dadoing up to full height, with geyser and exhaust fan points

### **KITCHEN FITTINGS**

- Single bowl stainless steel kitchen sink with drain board with hot water provision.
- Granite kitchen platform Glazed tile dado up to 2' height above kitchen platform, with aquaguard and exhaust fan points.

### **ELECTRICAL**

- 5kw KPTCL supply for 3BR/2.5BR and 3kw for 2BR flat.
- 1 kw backup power for every flat, with additional backup for adequate lighting in common areas, lifts, pumps and other services.

### **LIFTS**

- Two Passenger Lifts -- 8 Passenger and 13 Passenger lift (can carry heavy luggage).

### **OTHERS**

- Washing machine point in utility Cable TV point in MBR and living/dining
- Internet points in MBR and Children Bed room AC point in MBR

### **Amenities**

- Exclusive Ladies Club house and Swimming pool
- Kids club, Creche & Swimming Pool
- Common Club House with Swimming Pool
- Temple with Temple Plaza Meditation Centre
- Water Body/Feature Wall
- Landscaped Garden
- Central Water Cascade
- Tree Lined Jogging Trail
- Party Lawns
- Sculpture Garden
- Toddlers Park
- Central Atrium
- Gazebo
- Wet and Dry fountains
- ATM Centre
- Cash N Carry Store & Business Point
- Skating Rink

- Open Amphitheatre
- Basket ball court
- Tennis Court
- Electronic Access Control at entry of each tower
- Polished granite flooring for entrance, lift lobby, corridors and stairs in Ground floor.
- Kota or equivalent stone finish for stairs in other floors.
- Ceramic tiles with granite borders in lift lobby and corridors of all other floors.
- Granite wall cladding for lift facia walls in all floors. Water Treatment plant
- Power Backup (1 kw backup power for every flat, with additional backup for adequate lighting in common areas, lifts, pumps and other services.)
- EPABX Security System

### **Club House**

- Health Spa
- Gym
- T.T
- Billiards
- Squash/Shuttle Court
- Multipurpose Hall

### **Disclaimer**

"It shall be the endeavor of the company, in right earnest, to provide the facilities & amenities mentioned above. However, the company reserves the right to carry out any changes, either in the material used or in provision of the facilities & amenities, due to reasons of non availability or availability of better materials or due to practical constraints or problems. In any event, the vendor shall ensure that in any addition deletion, substitution or amendment in the items mentioned above, the PURCHASER shall not stand to lose".