

**GOLDEN HOMES**

**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 land in Sy. No. 82 and 83 admeasuring Ac: 11 AC 12 Guntas in Indlabele village, Attibele Hobli, Anekal Taluk, Bangalore District which is more fully described in the schedule - A hereunder and hereinafter referred to as SCHEDULE - A Property having been acquired in terms of a registered sale deed document bearing no.21593/05-06 dated 28/3/2006 registered at the Sub-Registrar, Anekal Taluk and converted vide conversion orders ALN (SR) no.61 & 63/05-06 dated 7/5/2005

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.

WHEREAS the **FIRST PARTY** formulated a scheme of development of independent housing / villa project and provision for civic amenities area, park and play ground and identified the development under the common name as '**GOLDEN HOMES**' Phase - 1 consisting of different types and different dimension of units known as 'Aspen', 'Bayberry' & 'Cedar' in the residential layout called as **Liberty Acres**. In accordance with the plan, portion of Schedule "A" Property is earmarked for Civic Amenities, Parks and is relinquished to BMRDA (Bidarguppe Gram Panchayat Attibele Hobli, Anekal Taluk) vide document bearing no.9650/2006-2007 dated 07/06/2006 as described in Schedule "C" herein.

WHEREAS subsequently the **FIRST PARTY** has obtained a sanction plan vide **BMRDA/LAO/193/2005-06 Dated: 23/06/2006** sanctioned by the Bangalore Metropolitan Regional Development Authority for the above mentioned scheme on the "A" Schedule Property.

WHEREAS the **SECOND PARTY(s)** who is/are interested in purchasing a plot and construct Villa in the said residential complex approached the **FIRST PARTY** and verified the title and all documents relating to the Schedule A property, Plans, designs and specification. The **SECOND PARTY** has offered to purchase a plot and construct Villa in the said complex and the **FIRST PARTY** accepted to sell the plot and construct a Villa.

WHEREAS, the **FIRST PARTY** upon the application made by the **SECOND PARTY** has agreed to

i) Allot and sell the Plot bearing No. \_\_\_\_\_ mentioned in Schedule B admeasuring \_\_\_\_\_ **Square Feet** for **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** in the layout known as "**GOLDEN HOMES**".

ii) Construct a villa with \_\_\_\_\_ in Schedule B Plot bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ **Square Feet** of super built area and terrace area \_\_\_\_\_ **Square feet** for a sum 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 Allot and sell the "B" Schedule Plot bearing No. \_\_\_\_\_ and the **SECOND PARTY** hereby agrees to purchase the same for a valuable consideration of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** as an absolute estate free from all encumbrances, subject to the terms and conditions that Villa shall be constructed by the First Party only.

2) The **FIRST PARTY** hereby agrees to construct a Villa with \_\_\_\_\_ **Bed Room** in Schedule B Plot admeasuring \_\_\_\_\_ **Square Feet** of super built area and terrace area \_\_\_\_\_ **Square Feet** Cost of the construction, interior finishing's, external amenities, development charges etc including the Terrace cost Area is arrived at **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** which is the **SECOND PARTY** accepts.

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

3a) The **SECOND PARTY** has paid a sum of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** as advance to the **FIRST PARTY** towards land payment 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 \_\_\_\_\_.

3b) The **SECOND PARTY** shall pay the balance consideration of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** towards Land & **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only)** towards Construction inclusive of the terrace area



3f) The Purchaser(S) shall pay additional amount towards Legal Expenses, Miscellaneous & Incidental Expenses prior to Registration SECOND PARTY shall pay legal fee extra at the time of registration of the Sale Deed.

3g) The **SECOND PARTY** 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.

4) The **SECOND PARTY** 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 **SECOND PARTY** 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 **SECOND PARTY** to pay the amounts due. If the **SECOND PARTY** fail(s) to pay the amounts due, the **FIRST PARTY** shall cancel the agreement and allot the same VILLA to other prospective purchasers. Thereafter, the **FIRST PARTY** shall, refund the amount paid by the **SECOND PARTY**, 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 (for the purpose of interior work, pending final finishes) on or before \_\_\_\_\_ subject to receiving the entire sale consideration, construction cost of the VILLA, amenities charges and all other costs (Infrastructure cost) as mentioned in para 3 (a) to 3(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 **SECOND PARTY** 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 VILLA 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 any 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 **SECOND PARTY/s** under this Agreement shall not be refunded. In addition to the above the **FIRST PARTY** shall be entitled to a grace period of 4 months. In case of delay in delivery of the VILLA for reasons other than what is stated above, the **FIRST PARTY** shall pay the **SECOND PARTY/s** damages at Rs.4/-per Sq.Ft super built-up area and Terrace Area per month of delay of the Schedule "B" VILLA till delivery, provided the **SECOND PARTY/s** has /have paid all the amounts payable as per this Agreement and within the stipulated period. The above

compensation to the **SECOND PARTY** is applicable only in the event of **SECOND PARTY** making prompt payments and full value of the VILLA as per the agreed payments schedule.

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 **SECOND PARTY/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 connections, **FIRST PARTY** shall arrange to have temporary connections in this behalf until the permanent connections are obtained, to enable **SECOND PARTY** to occupy the Schedule "B" VILLA. Possession of the Schedule "B" Property will be delivered to the **SECOND PARTY** 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 **SECOND PARTY** will be qualified to take possession of the VILLA 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 VILLA is ready for use and occupation, time being the essence of the contract in that behalf. If modifications to "B" Schedule VILLA is suggested by the **SECOND PARTY**, time fixed for handing over possession shall get extended correspondingly to enable the **FIRST PARTY** to comply the request of **SECOND PARTY** 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 2 years from the date of handing over all the VILLA's and the **SECOND PARTY** accept the same. The club will be located in Schedule A property or in part of any annexed lands subject to feasibility.

5a) The VILLA will be registered only on the Applicant or Co Applicants name or only family members down the line or spouse. Under no circumstance it cannot be registered on others name.

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

5c) The **FIRST PARTY** shall extend the membership of the club to all other phases of GOLDEN HOMES besides outsiders. In case the First party decides to handover the club to the owners association, they shall takeover operations of the same.

5d) Monthly subscription fee of the club house is to be made good by the **SECOND PARTY** as fixed by the **FIRST PARTY** at the time of club operations.

5e) Nominal usage charge would be applicable for the facilities provided. The club house membership is mandatory for all **SECOND PARTY**.

5f) If the **SECOND PARTY** propose 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. \_\_\_\_\_ /- towards Transfer fee.

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 **SECOND PARTY** that the **FIRST PARTY** shall keep that **SECOND PARTY** 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 **SECOND PARTY** 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 **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 **SECOND PARTY** 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.

8) The **SECOND PARTY** shall become and remain a member of any society, Association or Co-operative Society or Condominium or any Society/Association that may be formed or to be formed by and consisting of all the VILLA Owners in the Building for the purpose of attending to the matters of common interest, including maintenance, security, repairs, 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 **SECOND PARTY** has/have authorised the **FIRST PARTY** to approve and register a deed of declaration as per the Karnataka Apartment Ownership Act 1972 and the **SECOND PARTY** will automatically become a member and will abide by the terms of the declaration executed.

9) The name of the residential complex on the Schedule-A Property will be known as "**GOLDEN HOMES (PHASE 1)**" 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.

10) The **SECOND PARTY/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.

11) The **SECOND PARTY/s** shall not be permitted at any time hereafter, to construct/erect any brick or masonry wall/partition in the said Villa, or to make any other structural additions/alterations of a permanent nature therein, and therefore, the **SECOND PARTY/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 **SECOND PARTY/s** shall be of the essence of the contract.

12) The **SECOND PARTY/s** with the intention to bind all persons into whosoever's hands the said VILLA 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 VILLA at the **SECOND PARTY'S** own costs and expenses in good and tenable repair and condition from the date possession of the said VILLA is taken, and shall not do or suffer to permit to be done anything in or to the said buildings in which the said VILLA is situated, 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 VILLA or to any part to the said buildings in which the said VILLA is situated; and

b) Not to demolish or cause or permit to be demolished the said VILLA 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 VILLA or any part thereof, nor any alteration in the elevation or outside colour scheme of the said buildings in which the VILLA is situated, and the **SECOND PARTY** shall keep the portion, sewers, drains and pipes in the said VILLA 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 VILLA 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 VILLA, 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

c) Not to transfer, assign or part with the said premises and/or the **SECOND PARTY's** 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 **SECOND PARTY** to the **FIRST PARTY** under this Agreement are fully paid, and only if the **SECOND PARTY** 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 **SECOND PARTY** 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

d) 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 VILLAs 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 **SECOND PARTY** 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 **SECOND PARTY** 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

13) The **SECOND PARTY** hereby expressly admit, acknowledge and confirm 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 **SECOND PARTY** 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 **SECOND PARTY** to enter into this Agreement.

## **CONSTRUCTION**

14a) 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.

14b) The **SECOND PARTY** if so desire, may request the **FIRST PARTY** alterations during progress of construction of allotted VILLA and the **FIRST PARTY** may consider the same provided such alterations are feasible, not major, confined to the interior of the VILLA, 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 **SECOND PARTY**. 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.
- Is not permitted under BDA rules & regulations.
- Affects the elevation
- Affects the neighboring Villas.
- Involves encroachments into common areas and setbacks.

15a) Any extra demand, or request, job works, by whatever name called individually or collectively, either pertaining to the common amenities in the VILLA 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 **SECOND PARTY**.

15b) The **FIRST PARTY** in its discretion can carry out all or any structural changes, changes in elevation and (or) changes in VILLAs or outside it, which may result in any alteration, addition, deletion or creation of, to or in the VILLA, in the larger interests of the project as a whole and all those occupying the VILLAs. The **SECOND PARTY** hence agree, accepts and submits to the same. The first party has reserved the right to change the layout and the area of the VILLA if reasons warrant.

15c) Once the sale deed is registered or possession of VILLA is delivered, to the **SECOND PARTY**, it is categorically presumed that the same is completed in all respects, to his/her satisfaction and that the VILLA adheres to the specifications promised / mentioned by the **FIRST PARTY** and by default the **SECOND PARTY** becomes liable to maintain it, and also liable to contribute for the maintenance.

15d) 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 **SECOND PARTY** 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 **SECOND PARTY** 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 **SECOND PARTY** shall accept to any cosmetic damage that may be caused in the process of the repair work.

15e) Water supply for the VILLAs will be from the Bore wells within the complex. The **FIRST PARTY** is not responsible and does not guarantee any particular yield and in case of any shortfall, the **SECOND PARTY** shall depend on external supply.

15f) There is no sewage connection provided by Bangalore Water Supply and Sewerage Board in the locality and hence the sewage in "GOLDEN HOMES" will be connected to Sewage Treatment Plant proposed in

Schedule "A" Property or neighbourhood. 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 HOMES" will be either retained or removed by **FIRST PARTY** at their option.

### **Interim Maintenance**

The **FIRST PARTY** will run and manage the common areas and facilities of the Complex on cost for a period of \_\_\_\_year only from the date of handing over possession of the first VILLA in the complex, as it may not be practical to immediately transfer the maintenance responsibility to the allottee 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.

a) Common Areas and Facilities Handing over the allottees of the VILLAs will have to form a Registered Body within a period of one year from the "date of possession" and the **SECOND PARTY** 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 **SECOND PARTY** cannot refuse to form any association or take charge of the Common Areas / Amenities/Facilities/club 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.

b) The "B" Schedule VILLA shall be used by the **SECOND PARTY** only for residential purpose and under no circumstances the "B" Schedule VILLA 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.

c) 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 **SECOND PARTY** as may be prevailing at the time of registration.

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

e) 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.

f) The **SECOND PARTY** 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 VILLAs and pay all taxes, rates and cesses in regard to the Schedule 'B' VILLA.

g) 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 VILLA.

h) 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 a Residentially converted Lands bearing Survey Numbers 82 & 83 situated at **Indlabele village, Attibele Hobli, Anekal Taluk, Bangalore District** Admeasuring 11AC 12GU duly converted land conversion order No. ALN (SR) no.61 & 63/05-06 dated 7/5/2005 and bounded as follows:

#### **Sy. No. 82**

- East by - Land bearing Sy. No.83**
- West by - Land bearing Sy. No.81**
- North by - Land bearing Sy. No.83**
- South by - Land bearing Sy. No.80**

#### **Sy. No. 83**

- East by - Land bearing Sy. Nos.84 & 100**
- West by - Land bearing Sy. Nos.81 & 82**
- North by - Land bearing Sy. Nos.112 & 104**
- South by - Land bearing Sy. Nos.82 & 79**

### **“B” SCHEDULE PROPERTY**

All that piece and parcel of the residential Villa bearing No. \_\_\_\_\_ in the complex known as “**GOLDEN HOMES**” with admeasuring \_\_\_\_\_ square feet of super built area and the terrace area \_\_\_\_\_ square feet with \_\_\_\_\_ square feet of plot with common facilities, common open space, common water and sanitation, separate electricity, easementary rights and appurtenances thereto and bounded as follows:

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

**“C” SCHEDULE PROPERTY**

The layout with parks and civic amenities sites is relinquished to BMRDA (**Bidarguppe Gram Panchayat Attibele Hobli, Anekal Taluk**) vide document bearing no.9650/2006-2007 dated 07/06/2006

**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**

### **Golden Homes Basic Specifications**

#### **STRUCTURE**

- Composite structure with Concrete Blocks and RCC.

#### **PLASTERING**

- All internal walls smoothly plastered with lime rendering.

#### **PAINTING/POLISHING**

- Interior: Oil bound distemper.
- Exterior: Water proof cement paint and Texture paint
- Internal doorframes,shutters, grills and Railings : Synthetic enamel paint
- Front Door:Melamine polish

#### **FLOORING**

- Family Lounge : Wooden flooring
- Living & Dinning: Marble/Vitrified tiles
- Bed Rooms: Vitrified Tiles
- Kitchen,utility,Toilets: Cermaic Tiles
- Staircase, Front sitout & Balconies : Granite

#### **BATHROOM**

- Ceramic Glazed tiles dado up to ceiling height.
- Matching light color EWC & WHB with granite counter top in all the toilets.
- Acrylic bathtub in master bedroom toilet.
- Hot and cold-water mixer unit of jaquar Florentine / equivalent for shower in all the toilets.
- Hot and cold-water mixer unit of jaquar Florentine/equivalents for washbasin
- Health faucet in all toilets

#### **JOINERY**

##### **MAIN DOOR**

- Teak wood doorframe with threshold.
- Moulded and paneled flush shutter with teak / mahogany finish.
- Stainless steel finish hardware with Night latch and magic eye.

##### **OTHER DOORS**

- Hardwood doorframe.
- Bedrooms shutters: Flush shutters.
- Toilet :PVC Coated flush shutter with enamel paint
- Terrace : wooden door cum window.
- Powder coated/oxidised MS hardware for all doors.

#### **WINDOWS**

- Hard wood frame with shutters.
- Enamel painted M.S. safety grills.
- Powder coated large Aluminium ventilators with translucent glass in toilets.

#### **KITCHEN**

- Black Granite Platform with stainless steel single bowl & drain board sink of Nirali ,Futura or equivalent.
- 2 feet dado above platform area in 8"x8" Ceramic glazed tiles.
- Provision for:Aqua-guard point in kitchen
- Washing machine point in utility area.

#### **ELECTRICAL**

- One TV point in living area and master bedroom.
- Fire resistant electrical wires of Anchor / Finolex or equivalent ISI make.
- Electrical switches of Anchor Roma Series or equivalent
- One Earth Leakage Circuit Breaker.
- Telephone points in master bedroom and Living area.
- 3 KW power.

#### **PLUMBING**

- Jaguar Florentine/equivalent CP fittings.
- PPR, B class Tata / Jindal pipes or equivalent standard pipes for plumbing.
- Drainage & rain water pipes: PVC
- Sanitary fittings: Parry ware, Hindware or equivalent

#### **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".