

AGREEMENT TO SELL

This Agreement to Sell an Apartment Unit/Residential Flat made and executed on this the day of (...../...../.....), at Bangalore City;

Between :

1. **Sri B. KRISHNAMURTHY,**
Aged about 76 years,
S/o Sri Byatappa,
2. **Sri M. K. NARAYANASWAMY,**
Aged about 42 years,
S/o Sri B. Krishnamurthy,
3. **Master THARUN,**
S/o Sri M. K. Narayanaswamy,
Aged about 13 years, since minor represented by
his Father & Natural Guardian, M. K. Narayanaswamy,
4. **Kum. CHAITHANYA LAKSHMI,**
D/o Sri M. K. Narayanaswamy,
Aged about 11 years, since minor represented by
her Father & Natural Guardian, M. K. Narayanaswamy,
5. **Sri M. K. RAGHAVACHAR,**
Aged about 40 years,
S/o Sri B. Krishnamurthy,
6. **Kum. LIKHITHA,**
D/o Sri M. K. Raghavachar,
Aged about 06 years, since minor represented by
her Father & Natural Guardian, M. K. Raghavachar,
7. **Master ROMANJI,**
S/o Sri M. K. Raghavachar,
Aged about 04 years, since minor represented by
his Father & Natural Guardian, M. K. Raghavachar,
8. **Sri M. K. GURUDEV,**
Aged about 37 years,
S/o Sri B. Krishnamurthy,
9. **Kum. PARINITHA,**
D/o Sri M. K. Gurudev,
Aged about 02 year, since minor represented by
Her Father & Natural Guardian, Sri M. K. Gurudev

All are residing at : No.102, Maragondanahalli Village,

K. R. Puram Post, Bidarahalli Hobli, Bangalore East Taluk,

No.1 to 9 above are represented by their General Power of Attorney Holders, **M/s OCEANUS DWELLINGS (P) LTD.**, Bangalore; hereinafter referred as “ **the Owners/Confirming Party** ” (which expression unless repugnant to the context, shall mean and include their legal representatives, executors, administrators, successors in interest, nominees, assigns, etc.) of the first part;

And :

M/s OCEANUS DWELLINGS (P) LTD., a Company registered under the Companies Act, 1956, having its office at No.297, 1st Cross, 7th Main, BTM Layout 2nd Stage, Bangalore-560 076; represented by its Managing Director, Mr. P. K. Chacko; hereinafter referred to as “ **the Developers** ” (which expression unless repugnant to the context shall mean and include its representatives, executors, successors and assigns, etc.) of the second part;

(the Owners/Confirming Party and the Developers shall also together deemed to be and referred to as the Vendors in all respects and references)

And :

01. Mr.

Aged about years,

Son of Mr.

PAN No.

02. Mrs.

Aged about years,

Wife of/Daughter of Mr.

PAN No.

Residents of:,

.....

Hereinafter referred to as “**the PURCHASER/S**” of the other part;

(The expression, “ the Purchaser/s ”, unless repugnant to the context and wherever the context so admits, shall mean and include their respective legal heirs, executors, successors and assigns; and if so applicable, wherever the reference is made in masculine gender shall also mean its feminine gender, wherever the reference is made in singular form shall also mean its plural form).

WITNESSETH AS FOLLOWS :

Whereas, the Owners/Confirming Party are the absolute owners in respect of the immovable property comprising 4 items of converted land, viz., (i) Sy.No.55 measuring 30 Guntas, (ii) Sy.No.58, measuring 1-00 Acre (iii) Sy.No.58 measuring 1-00 Acre, (iv) Sy.No.58 measuring 1-00 Acre, situated in Maragondanahalli

Village, Bidarahalli Hobli, K. R. Puram Post, Bangalore East Taluk, (the said 4 items of converted land altogether measuring 3 Acres 30 Guntas, are as more fully described in the Item No.1, 2, 3 & 4 of the Schedule-A given hereunder, and hereinafter together referred to as the Schedule 'A' Property for brevity).

Whereas, the Schedule 'A' Property has been acquired by the Owners/ Confirming Party as described hereunder :

- (i) The Item No.1 of Schedule 'A' Property, i.e., Sy.No.55 of Maragondana-halli Village, measuring 30 Guntas, was initially being owned by Sri Byatappachar, he having acquired the same, by way of grant of occupancy rights under the provisions of Mysore (Personal & Miscellaneous) Inams Abolition Act, vide Order dtd.07-08-1963 in Case No.2/2277/61-62, passed by the Spl. Deputy Commisioner, Inams Abolition, Kolar District; and after the demise of the said Byatappachar, the said property came to be succeeded by the Owners/ Confirming Party No.1, 2, 5 & 8 herein. Subsequently, by means of Release Deed dated 31-10-2013 (registered vide Doct.No.BNS-1-08396/2012-13), the Owners/ Confirming Party No.1, 2, & 8 alongwith other family members have released their rights in respect of the said property; thus, the said property has been settled exclusively in favour of Sri M. K. Raghavachar, the Owner/Confirming Party No.5.
- (ii) The Item No.2, 3 & 4 of Schedule 'A' Property, i.e., Sy.No.58 of Maragondanahalli Village, measuring 3-00 Acres, out of the total extent of 6 Acres 10 Guntas, was initially being owned by Sri Byatappachar, he having acquired the same, by way of grant of occupancy rights under the provisions of Mysore (Personal & Miscellaneous) Inams Abolition Act, vide Order dtd.30-10-1974, in Case No.A-1.MI./9/74-75, passed by the Spl. Deputy Commisioner, Inams Abolition, Bangalore; and after the demise of the said Byatappachar, the said property came to be succeeded by the Owners/Confirming Party No.1, 2, 5 & 8. Subsequently, by means of Partition Deed dated 13-01-2012 (registered vide Doct.No.BDH-1-10073/2011-12), the said property came to be divided amongst the family members, and Item No.2, 3 & 4 of Schedule 'A' Property have been allotted to the independent separated share of the Owners No.1, 2, 5 & 8, and thus, they have been seized with exclusive ownership of the same.

Whereas, the land comprising Schedule Property has been got converted from agricultural use to non-agricultural residential use, as detailed under :

- (i) The land comprising Item No.1 of the Schedule Property, i.e., Sy.No.55, of Maragondanahalli Village, Bidarahalli Hobli, Bangalore East Taluk, has been got converted to non-agricultural residential use, by means of Order No.ALN-(EBB)-SR-15/2012-13 Dated 10-07-2012, passed by the Spl. Deputy Commissioner, Bangalore District.
- (ii) The land comprising Item No.2, 3 & 4 of the Schedule Property, i.e., Sy.No.58, of Maragondanahalli Village, Bidarahalli Hobli, Bangalore East Taluk, has been got converted to non-agricultural residential use, by

means of Order No.ALN-(BE)-SR-117/2007-08 Dated 30-08-2011, passed by the Spl. Deputy Commissioner, Bangalore District.

Whereas, ever since the date of acquisition of the Schedule 'A' Property as aforesaid, the Owners/Confirming Party have been in peaceful possession and enjoyment of the Schedule 'A' Property, by getting registered the Khatha in respect of the same, in the revenue records of Bidarahalli Village Panchayath in their names, by paying the taxes and other cess to the concerned authorities from time to time, and thereby exercising all rights of absolute ownership thereto.

Whereas, the Developers have proposed to the Owners/Confirming Party to develop the Schedule "A" Property by way of putting up a residential apartment building (hereinafter referred to as the said Apartment Building) on the said property; and accordingly, the Owners have executed a Joint Development Agreement dated 21-06-2012 (registered vide Doct.No.BNS-1-03059/2012-13; CD No.BNSD-204 of the Sub-Registrar, Banaswadi) in favour of the Developers, thereby giving over the Schedule "A" Property to them for its joint development, by way of constructing an apartment building thereon. In furtherance of the same, the Owners have also executed General Power of Attorney dated 21-06-2012 (registered vide Doct.No.BNS-4-00113/2012-13 (CD No. BNSD-204) of the Sub-Registrar, Banaswadi, thereby authorizing the Developers to develop the Schedule "A" Property and to construct an apartment building thereon, and also to convey the flats/apartment units in the said apartment building.

Whereas, as stated above, the Owners have duly authorized the Developers to develop the Schedule "A" Property and to construct an apartment building thereon, and also to sell the flats/apartment units comprising Developer's constructed area, in the apartment building so constructed by them, as per the terms of the aforesaid Joint Development Agreement dated 21-06-2012.

Whereas, as per the terms of the said Joint Development Agreement, the Owners shall be entitled to acquire, possess, own and convey 34% of total constructed area of the apartment building constructed in the Schedule "A" Property (hereinafter called as **Owners' Constructed Area**). The entire remaining constructed area of the apartment building to be constructed on the Schedule-A Property, i.e., 66% of the constructed area, along with corresponding 66% undivided interest of land and common areas (hereinafter called as the **Developer's Constructed Area**), shall be acquired, owned, possessed and conveyed by the Developers herein.

Whereas, in pursuance of the aforesaid, the Developers along with the Owners/Confirming Party have formulated a scheme for the development and construction of an apartment building, namely, "**OCEANUS TRANQUIL** " on the Schedule "A" Property; and accordingly, the necessary Building Plan of the said apartment building has been got sanctioned from Bangalore Development Authority vide Order No. BDA/PS/EM/EO-II/TA-3/N/26/2013-14 dated 19/12/2013.

Whereas, in furtherance of the aforesaid, the flats/apartment units in the apartment building "**OCEANUS TRANQUIL** " to be constructed over the Schedule

“A” Property have been mutually demarcated, divided and allocated to the share of the Owners/Confirming Party and the Developers, in accordance with the aforesaid sharing ratio (i.e. 34% and 66%), by means of Supplementary Agreement dated 18/12/2013, where-under, 103 Nos. of Flats in the said apartment building have been allocated to the share of Owners/ Confirming Party; and the remaining 202 Nos. of Flats in the said apartment building have been allocated to the share of Developers as Developers' Constructed area. Hence, the Developers have been seized with the absolute rights and authority to acquire, own, possess and convey the apartment units/flats allocated to their share as Developers' Constructed Area exclusively, along with corresponding undivided share of land in Schedule “A” Property, to any prospective purchaser/s, as per the terms of the aforesaid Joint Development Agreement.

Whereas, as explained above, the Developers have been granted with all the rights to construct an apartment Building on the Schedule “A” Property; and the Developers have also been seized with absolute rights to acquire, own and possess the flats/apartment units comprising Developers' Constructed Area, in the Apartment Building “ **OCEANUS TRANQUIL** ” which are allocated to their share as aforesaid, along with corresponding undivided interest in land and common areas in the Schedule “A” Property, and also to absolutely convey the same to any prospective purchaser/s identified by them, as against any valuable consideration in respect of the same, as they deem fit.

Whereas, the apartment unit bearing **Flat No.** measuring a super built-up area of **..... Sq. Ft.**, situated in **..... Floor, ‘.....’ Block**, along with one Covered Car Parking Space in the Basement/Surface Floor, in the said Apartment Building “**OCEANUS TRANQUIL**” (as more fully described in the Schedule-C given hereunder, and hereinafter referred to as the **Schedule-C Property**/Apartment unit), along with **..... Sq. Ft.** of undivided rights, title and interest in land, and corresponding rights, title and interests, in common areas, amenities, facilities, comprising in Schedule “A” Property (as more fully described in the **Schedule-B** given hereunder; and hereinafter referred to as the **Schedule-B Property**) is one of such apartment units/flats in the said Apartment Building “ **OCEANUS TRANQUIL** ” constructed over the Schedule-'A' Property, which is allocated to the share of the Developers, as per the terms of the said Joint Development Agreement. Therefore, the Developers are seized with absolute rights to acquire, own and possess and also authorized to convey and sell, the Schedule “C” Property/Apartment unit in the said apartment building “**OCEANUS TRANQUIL**” along with corresponding undivided interest of land and common areas in Schedule “A” Property (as per Schedule-B hereunder).

Whereas, by exercising their rights to acquire, own, and convey and assign their rights, title and interest in respect of the flats allocated to them as Developers' constructed area, in the Apartment Building, “**OCEANUS TRANQUIL**” the Developers do hereby undertake and agree to sell the Schedule “C” Property/Apartment in favour of the Purchaser/s along with **..... Sq. Ft.** of corresponding undivided interest of land in the Schedule “A” Property (as per Schedule “B” hereunder).

Whereas, the Developers and the Purchaser/s are intending to have reduced the agreed terms and conditions in respect of sale of Schedule-B & C Property into writing, and accordingly, this Agreement to Sell came to be executed as hereunder.

Whereas, to confirm the exclusive absolute rights of the Developers to convey the Schedule-B & C Property to the Purchaser/s, and also to confirm that the Developers have the absolute rights to enter into this agreement, the Owners have also signed this agreement as a Confirming Party, to the best satisfaction of the Purchaser/s.

NOW THIS AGREEMENT TO SELL FURTHER WITNESSETH :

1. That, in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the parties herein, and in further consideration of the advance part sale consideration paid by the Purchaser/s, the Vendors do hereby agree to sell and the Purchaser/s hereby agree/s to purchase an apartment unit/flat, i.e., **Flat No.**, measuring a super built-up area of **Sq. Ft.**, situated in **Floor**, **‘.....’ Block**, with one Covered Car Parking unit in the Basement/Surface, in the residential apartment building namely, **“OCEANUS TRANQUIL”** (as per **Schedule “C”** hereunder) along with**Sq. Ft** of corresponding undivided interest of land, and also corresponding rights, title and interest in common areas, amenities, facilities, in respect of the said flat, in the Schedule “A” Property, (as per Schedule “B” hereunder), against a total sale consideration of **Rs./- (Rupees Only)**, which is apportioned to be **Rs./- (Rupees Only)** towards the purchase of Schedule-B Property and **Rs./- (Rupees Only)** towards the purchase of Schedule “C” Apartment unit, which amounts are agreed to be paid to/through the Developers (as per the mutual terms agreed upon between the Owners and the Developers), subject to the following terms, conditions and covenants as stipulated hereunder.
2. The aforesaid sale price payable in respect of the Schedule “C” Flat/apartment unit shall deemed to have been further apportioned as under :
 - (a) Towards Flat Cost which is inclusive of One Parking Space: Rs.-(Rupees Only).
 - (b) Towards BESCOM / BWSSB Deposits / Infrastructure Costs @ Rs...../- per Sq. Ft.: Rs.....-(Rupees Only)
 - (d) Towards Cost of Amenities Rs.....-(Rupees Only)

- (e) Towards Corpus Fund @ Rs...../- per Sq. Ft. of SBA (which amount shall be retained by the Developers till the formation of Apartment Owners' Association, and thereafter remitted to the said Association, free of interest, after deducting the amounts if any spent by the Developers for maintenance) Rs...../-(Rupees Only)
3. As against the aforesaid total purchase price, the Purchaser/s has/have now paid a sum of **Rs./-(Rupees Only)**, to the Developers, by means of;
- a. Rs...../-(Rupees Only) by means of NEFT/RTGS/vide cheque No., dated drawn on
- b. Rs...../-(Rupees Only) by means of NEFT/RTGS/vide cheque No., dated drawn on

The Developers do hereby admit and acknowledge the receipt of the aforesaid amount; however, subject to realization of funds, in case of payment by way of cheques.

4. It is mutually agreed that, the Purchaser/s shall pay the balance amount of purchase price in respect of the Schedule "B" & "C" Property to the Developers, strictly as per the payment schedule given hereunder:

No.	Schedule of Construction	Amount in Rs.
01.	Commencement of Foundation work	Rs./-+Taxes
02.	Commencement of 1 st Slab work	Rs./-+Taxes
03.	Commencement of 3 rd Slab work	Rs./-+Taxes
04.	Commencement of 5 th Slab work	Rs./-+Taxes
05.	Commencement of Masonry work	Rs./-+Taxes
06.	Commencement of 7 th Slab work	Rs./-+Taxes
07.	Commencement of 9 th Slab work	Rs./-+Taxes
08.	Commencement of 12 th Slab work	Rs./-+Taxes
09.	Commencement of Painting work	Rs./-+Taxes
10.	Commencement of Flooring work	Rs./-+Taxes
11.	On handing over possession	Rs./-+Taxes

5. Apart from the aforesaid sale consideration as set out in Clause-1 above, the Purchaser/s shall also be liable to pay:
- a) The deposits and/or other charges, levies or outgoings as may be demanded by, or required to be paid to Government/ Statutory

Authorities and/or other Taxes if any (current or future), levies that may be applicable / payable to Central or State Government or any other authorities and betterment charges or other levies if any with regard to the Schedule "B" & "C" Properties;

- b) Proportionate amount of GST, labour welfare cess or any other taxes, if any payable as per law, other than as mentioned above, which shall be payable along with each installments.
 - c) Stamp Duty, Registration fees, legal and other incidental charges in regard to the registration of the absolute sale deed for conveying Schedule "B" & "C" Property;
 - d) The actual bank charges in case where the Purchaser/s pay/s the consideration amounts or part thereof, by means of out station cheques; and a sum of Rs.500/- or actual bank charges, whichever is higher, in case of each cheque which has been dis-honoured by the Bank for want of funds or for any other reasons.
 - e) Maintenance charges for a period of 12 months, at the rate quantified by the Developers, which is payable in advance at the time of taking possession or within 7 days of intimation by the Developers regarding the Schedule "C" Apartment unit/ flat being ready for possession. The Developers shall use the said amounts for maintenance of the common areas/facilities in the Apartment Building until the formation of Apartment Owners' Association, as per the provisions of the Karnataka Apartment Ownerships Act, or for a period of one year whichever is earlier.
6. The Purchaser/s has/have been duly informed by the Developers and hence the Purchaser/s is/are fully aware that, the payments on its due dates, as specified in Para-4 above, is of the essence of this contract/agreement and any delay or default in payment of the installment on its due date would expose the Developers to severe losses which could not be quantified in terms of money; and as such the Purchaser/s herein undertake/s to pay the aforesaid installments on its due dates stated above or prior to that. In the event of the Purchaser/s failing to pay the aforesaid installments on or before the due dates (even on account of delay in sanction of loan from Financial Institutions / Banks, the Vendors / Developers shall not be responsible in any way for such delay), the Developers at their sole discretion, shall be entitled, either to terminate this agreement or to permit the Purchaser/s to pay the defaulted installments with interest at the rate of 10% per Annum, if such delay is not exceeding 30 days; and in the event of the delay extending to more than 90 days, the Developers shall be entitled to revoke/terminate this agreement. In case, the Developers avail such an option, or for any reasons if the Purchaser/s is / are intending to revoke / terminate this agreement, the Developers shall be entitled to deduct and retain 5% of the total agreed

consideration, from the amounts paid by the Purchaser/s, as predetermined liquidated damages, and to repay the balance amount to the Purchaser/s after resale of the flat to any other purchaser. The Purchaser/s shall be deemed to have given his/her/their express consent for the same.

7. The aforesaid total sale price agreed to be paid by the Purchaser/s is/are determined based upon the conceptual super built-up area of the Apartment unit/flat which is to be arrived at by summing up the carpet area plus constituents of plinth area and proportionate share of common areas. Since the actual super built-up area will be arrived at only after completion of the project and physical measurement of the same, the sale price payable by the Purchaser/s shall be subject to final determination on the basis of actual super built-up area. However, plus or minus 2% variation in the actual super built-up area as compared to the super built-up area agreed upon in this agreement shall not be considered as variation, necessitating revision of sale price. In case of any variation beyond 2% in the actual super built-up area, the sale price payable shall be revised accordingly, and the difference in the total sale price shall be recovered or refunded at the time of handing over possession of the flat.
8. The developers shall be entitled to construct additional upper floors in the aforesaid apartment building by way of acquiring TDR or otherwise, and to sell the same to any other purchaser/s at their discretion, subject to obtaining the necessary approval/ modification to the Building plan sanctioned by the Bangalore Development Authority or any other concerned Authority. The Purchaser/s shall deemed to have given his/her/their express consent for the same.
9. The sale of the undivided share agreed to herein, shall be to enable the Purchaser/s to own an Apartment unit/Flat as described in the Schedule "C" hereto as per the Scheme formed by the Developers; and the Purchaser/s shall not seek partition, division or separate possession in respect of any portion of the Schedule "A" Property under any circumstances.
10. The Developers shall hand over the possession of Schedule "C" Apartment unit to the Purchaser/s on or before June 2019 (with an additional 6 months of grace period). However, the date stipulated for handing over of the Schedule "C" Apartment unit is subject to extension, on account of force majeure or acts of God or Government delays and any other reasons which are beyond the control of the Developers. Though every effort will be made by the Developers, to obtain all necessary permissions, including electrical, sanitary and water connections within the stipulated date, no responsibility will be assumed by the Developers for delays in obtaining such connections, supplies, certificates from the Statutory Authorities. The Purchaser/s shall not be entitled to any claim for damages against the Developers under any circumstances on this ground of delay. It is further clarified that, the delay if any in completing the common areas / common

amenities/facilities if any, shall not be treated as delay in handing over possession of the flat, which shall be completed after an approximate period of 3 months from the handing over date. Besides, the Developers will not be responsible for delay if any in obtaining water/ electricity supply due to delay by the concerned Depts. It is further clarified that, the Purchaser/s who has/have paid all his/her/their installment consideration within the due dates stipulated for payment shall only be entitled for compensation towards delay if any in handing over possession of the Flats, as stated herein above.

11. In the event of any civil or structural defects being noticed in the Schedule-C Flat and brought to the notice of the Developers within a period of 12 months from the date of delivery of possession, or from the date of notice to the purchaser/s that the apartment unit is ready to be handed over, whichever is earlier, the same shall be rectified by the Developers at their own costs. However, small cracks in plastering shall not be considered as defect in this regard. After the period stated above, the Purchaser/s shall have no claim against the Developers in respect of such defects, if any, in the said Flat.
12. The Purchaser/s shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Government, or any other Authority, in regard to ownership or enjoyment of the Schedule "C" Apartment unit and the Purchaser/s from the date of the notice by the Developers that the Apartment unit is ready to be handed over, shall pay all taxes, rates and cess in regard to the Schedule "B" & "C" Property.
13. In case, the Developers happen to spend for maintenance of the common areas/facilities, any amount over and above the amounts actually collected from the Flat Owners, the Developers shall be entitled to adjust the said amounts against the Corpus Fund amount collected from the Flat Owners and to pay the balance amount of Corpus Fund to the Flat Owners' Association.
14. The Purchaser/s shall be entitled to the rights enumerated in the Schedule "D" hereto and shall have the obligations enumerated in the Schedule "E" hereto in regard to the use of Schedule "C" Apartment unit and the enjoyment of the grounds, common areas on the Schedule "A" Property and other matters connected therewith; and the terms therein shall be treated as part and parcel of this agreement which shall also be treated as part and parcel of the Sale Deed to be executed in favour of the Purchaser/s. The Purchaser/s shall also abide by the rules and regulations as prescribed under the provisions of the Karnataka Apartment Ownership Act.
15. The Purchaser/s shall not put up any hoarding, name plates, graffiti etc., in places other than the areas demarcated and allotted in the apartment Building by the Developers or the Association of Apartment Owners.

16. The Developers shall have the exclusive rights to construct other flats/ apartment units, car parking units, pent houses, etc., in the apartment building as per the sanction plan from competent authority and to allocate or sell the same to any Purchaser/s as they deem fit.
17. Any letters, receipts, email or notices issued by the Developers dispatched under Registered Post Acknowledgment Due to the address of the Purchaser/s given in this agreement shall be treated as duly served on the Purchaser/s; and shall effectually discharge the Developers from the obligations to issue any notice as per practice or under law.
18. The terms and conditions stipulated in this agreement shall supersede all the earlier assurances or commitments, if any, made by the Developers or their agents, employees or nominees; and the terms agreed to herein only shall be binding and to be performed by the parties hereto towards discharge of their obligations under this agreement.
19. The Developers reserve their rights to make any change in outer elevation of the building before the completion of the building and delivery of the possession, for which the Purchaser/s is/are hereby agreed to.
20. The Purchaser/s is/are aware that the aforesaid project is planned to be developed in 2 phases; by constructing number of different blocks in the adjacent lands including Sy.No.56 & 57 and/or other survey numbers of Maragondanahalli Village, thereby forming a single/ common project under the name **“OCEANUS TRANQUIL”** however, subject to maximum extent of land measuring 11-00 Acres. Hence, the Purchaser/s shall be deemed to have given his/her/their express consent for the same.
21. For any reasons, if the Developers could not develop the project as expected, due to any unforeseen reasons beyond their control, this Agreement shall be voidable at the instance of the Developers; and in such an event, the parties shall be put to their original positions, and the amounts received by the Developers shall be repaid to the Purchaser/s along with interest @ 10% P.A.

THE DEVELOPERS/VENDORS COVENANT WITH THE PURCHASER/S :

1. That the Schedule Property is free from encumbrances, Court attachments, or acquisition proceedings or charges of any kind;
2. That the Owners /Confirming Party/Vendors are the absolute owners of the Schedule “A” Property and that their title thereto are valid, marketable and subsisting and they have the powers to convey the same. The Owners/Developers do hereby undertake that in the event of any defects in title, they shall arrange to set right the same at their own costs; failing which, the Owners/Developers shall refund the entire amount of purchase price paid by the Purchaser/s with bank rate interest.

3. That the Developers shall not convey to any other person any portion/ interest in the Schedule "A" Property and any apartment unit built thereupon, without incorporating the covenants agreed upon between the Developers and the Purchaser/s as per this Agreement;
4. That the Developers shall pay all taxes, rates and cess in respect of the Schedule "A" Property up to the date of sale deed or till the date of notice issued to the Purchaser/s by the Developers intimating that the Schedule "C" property is ready for delivery, whichever date is earlier;
5. That the Developers have this day delivered a set of photocopies of the documents of title in respect of the Schedule "A" Property, since what is agreed to be conveyed is a smaller portion of the larger property. The original Documents shall be delivered to the Association of Owners, when formed, for the benefit of all the owners;
6. The Developers confirm that the Apartment Building shall have the specifications set out in Annexure-A hereto.
7. The Developers shall arrange for the Occupancy Certificate from the statutory authority.

THE PURCHASER/S COVENANT/S WITH THE DEVELOPERS :

1. That the Purchaser/s shall not be entitled to claim execution of Sale Deed conveying the Schedule "B" & "C" Property until the construction of the flat is completed and/or until the Purchaser/s perform/s all the obligations under this agreement and make/s payment of full sale consideration and all other payments as agreed under this Agreement;
2. That the Purchaser/s shall bear the costs of stamp duty, registration fees and all legal expenses in respect of registration of sale deed conveying the Schedule "B" & "C" Property in favour of the Purchaser/s, and also any other statutory payments required to be made as per law prevailing as on date or that may be made applicable in future;
3. That the Purchaser/s has/have inspected all the documents of title pertaining to the Schedule "A" Property owned by the Owners/ Confirming Party/Developers; and entered into this Agreement only after being satisfied about marketability of title of the Schedule "A" Property and the Scheme formulated by the Developers;
4. The Purchaser/s shall not be entitled to transfer/assign the rights under this Agreement to any other person except with the prior written consent of the Developers which shall be at their sole discretion, and subject to the Purchaser/s making payment of a transfer fee @ Rs.100/- per Sq. Ft. However, the Purchaser/s shall be free to convey the Schedule 'B' & 'C' property to any third party after registration of the Sale deed in his/ her/ their name/s.

5. That the Purchaser/s has/have no objection for the Developers availing necessary financial assistance from any bank or financial institution for development of the project; accordingly, the Purchaser/s hereby accord/s his / her / their express consent for the same. However, the Purchaser/s shall not in any way be held liable for such financial commitments or consequences thereof; and the Developers shall alone be held responsible for repayment of the same. Further, the Developers shall obtain a No Objection Certificate from such bank or financial institution before registration of the Sale Deed conveying the Schedule "B" & "C" Properties;
6. That the Purchaser/s shall not be entitled to hinder or obstruct the Developers in any way, from constructing the other apartment units, car parking, reserved terrace area, in the apartment building, and from conveying the same to any other purchaser/s; nor from performing their obligations in respect of the Schedule "A" Property or any part thereof towards other purchaser/s of flats, in any manner; nor shall he/she/they hinder the use of the specified Terrace Area and Car Parking Areas specifically allotted/sold to any other Purchaser/s;

CONSEQUENCES OF BREACH :

Subject to the rights of the Developers to terminate this agreement as per Para-06 herein above, in the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this Agreement.

ARBITRATION :

In the event of any dispute or difference arising between the parties hereto with regard to any matter relating to this Agreement, the same shall be referred to arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, and the decision of the Arbitrator shall be final and binding on both the parties; the venue of Arbitration shall be Bangalore. Notwithstanding this clause, in the event of this agreement being terminated as per Para-06 above, this clause also shall stand ceased to have any effect.

SCHEDULE " A " PROPERTY

(Description of the Property on which Apartment is being Constructed)

Item No.1 :

All that piece and parcel of the immovable property comprising converted land (converted from agricultural use to non-agricultural residential use, by means of Order No.ALN-(EBB)-SR-15/2012-13 Dated 10/07/2012, passed by the Spl. Deputy Commissioner, Bangalore District) bearing **Sy.No.55**, situated in **Maragondanahalli Village**, Bidarahalli Hobli, K. R. Puram Post, Bangalore East Taluk, measuring **30 Guntas**; and bounded on :

East by : Portion of same Sy.No.58 owned by Sri Krishnamurthy
West by : Narayanaswamy's Property in same Sy.No.

North by : Portion of same Sy.No.58 owned by Sri Ananthaiah
South by : Vasudeva Reddy and Kodanda Reddy's Property in Sy.No.57

Item No.2 :

All that piece and parcel of the immovable property comprising converted land (converted from agricultural use to non-agricultural residential use, by means of Order No. ALN-(BE)-SR-117/2007-08 Dated 30-08-2011, passed by the Spl. Deputy Commissioner, Bangalore District) bearing **Sy.No.58**, situated in **Maragondanahalli Village**, Bidarahalli Hobli, K. R. Puram Post, Bangalore East Taluk, measuring **1-00 Acre**, and bounded on :

East by : Portion of same Sy.No.58 owned by Sri Gurudev
West by : Portion of same Sy.No.58 owned by Sri Raghavachar
North by : Portion of same Sy.No.58 owned by Sri Ananthaiah
South by : Vasudeva Reddy and Kodanda Reddy's Property in Sy.No.57

Item No.3 :

All that piece and parcel of the immovable property comprising converted land (converted from agricultural use to non-agricultural residential use, by means of Order No. ALN-(BE)-SR-117/2007-08 Dated 30-08-2011, passed by the Spl. Deputy Commissioner, Bangalore District) bearing **Sy.No.58**, situated in **Maragondanahalli Village**, Bidarahalli Hobli, K. R. Puram Post, Bangalore East Taluk, measuring **1-00 Acre**, and bounded on :

East by : Portion of same Sy.No.58 owned by Sri Narayanaswamy
West by : Land in Sy.No.55 & Rajakaluve
North by : Portion of same Sy.No.55 & 58 owned by Sri Ananthaiah
South by : Vasudeva & Kodanda Reddy's Property in Sy.No.56 & 57

Item No.4 :

All that piece and parcel of the immovable property comprising converted land (converted from agricultural use to non-agricultural residential use, by means of Order No. ALN-(BE)-SR-117/2007-08 Dated 30-08-2011, passed by the Spl. Deputy Commissioner, Bangalore District) bearing **Sy.No.58**, situated in **Maragondanahalli Village**, Bidarahalli Hobli, K. R. Puram Post, Bangalore East Taluk, measuring **1-00 Acre**, and bounded on :

East by : Portion of same Sy.No.58 owned by Sri Krishnamurthy
West by : Portion of same Sy.No.58 owned by Sri Narayanaswamy
North by : Portion of same Sy.No.58 owned by Sri Ananthaiah
South by : Vasudeva Reddy & Kodanda Reddy's Property in Sy.No.57

SCHEDULE "B" PROPERTY

(Description of Undivided share of land agreed to be Conveyed)

..... **Sq. Ft.** of undivided share, rights, title and interest in the Schedule "A" Property, which is the corresponding undivided share of land and common areas, in respect of Schedule "C" Apartment unit.

SCHEDULE "C" PROPERTY
(Description of the Apartment Unit agreed to be Conveyed)

All that piece and parcel of immovable property comprising one apartment unit, i.e., **Flat No.**, situated in **Floor, '.....' Block**, measuring a super built-up area of **Sq. Ft.**, (which is also inclusive of balconies and a proportionate share in the common areas), with One Covered Car Parking Space in the Basement/Surface Floor, in the residential apartment Building known as **"OCEANUS TRANQUIL"** constructed on the Schedule-A Property (as per plan attached hereto);

SCHEDULE - "D"
RIGHTS OF THE PURCHASER/S

The Purchaser/s shall have the following rights in respect of the Schedule "A" Property and the apartment Building thereon:-

1. The right to own the Schedule "C" Apartment unit, for residential purposes only, subject to this Agreement;
2. The Purchaser/s and all persons authorized by the Purchaser/s (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes, to use the staircase, passages, and common areas (except the earmarked respective Car Parking Spaces, the earmarked Garden Spaces allotted to the Ground Floor Apartment Owners and earmarked Terrace Spaces allotted to the Top Floor Apartment Owners with restrictive covenants). The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or cleaning overhead/underground water tanks;
3. The right to subjacent, lateral, vertical and horizontal support for the Schedule "C" Apartment unit from other parts of the Building;
4. The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule "C" Apartment unit through the pipes, wires, sewer lines, drains and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof or the Schedule "A" Property;
5. The right to lay cables or wires for Radio, Television, Telephone and such other installations, in any part of the Building, recognizing and reciprocating however, such rights of the other Flat Owners;
6. The right of entry and passage for the Purchaser/s and Purchasers' agents or workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs or maintenance of the Schedule "C" Apartment unit or for repairing, cleaning, maintaining or replacing the water tanks, sewer, drains and

water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused;

SCHEDULE - " E "
OBLIGATIONS OF THE PURCHASER/S

The Purchaser/s hereby agrees/s, confirm/s and covenant/s the following obligations towards the Developers and other co-owners/flat owners :-

1. The Purchaser/s shall not at any time, carry on or suffer to be carried on in the Schedule "C" Apartment unit, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Developers or the other Apartment Owners or occupiers of the other Apartment units or the neighbors which may tend to depreciate the value of the said Apartment or any part thereof;
2. The Purchaser/s shall use the Schedule "C" Apartment unit only for residential purpose;
3. The Purchaser/s shall give to the Owners of the other Apartment units, the necessary vertical, horizontal and lateral support for their Apartment units and reciprocate and recognize the rights of the other Apartment Owners in the Building as are enumerated in the Schedule "D" above;
4. The Purchaser/s agree/s that the Purchaser/s shall pay the maintenance charges regularly to the Vendors / Developers or the Association of Flat Owners formed for the purpose of maintenance of the Building; and such maintenance charges shall include all the amounts payable with regard to the common repairs, common interest, common maintenance, painting, etc., including maintenance of internal roads, compound walls and other amenities and facilities provided in the Building constructed on the Schedule "A" Property. The Purchaser/s shall be bound by all the rules and regulations that may be incorporated by the Vendors/ Developers or the Association of Flat Owners;
5. The Purchaser/s shall use all sewers, drains and water lines now in or upon, or hereafter to be erected and installed in, the Building in common with the other Apartment Owners and permit free passage of water lines, sanitary/sewerage lines, electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and to use the same as aforesaid in accordance with the Rules, Regulations, Bye-laws and terms of the Association of the Apartment Owners;
6. The Purchaser/s shall regularly pay the proportionate share of Municipal Taxes, rates and cess, insurance charges, cost of maintenance and

- management of the Building, charges for maintenance of services like water, sanitation, electricity etc., salaries of the employees of the Association of Flat Owners and other expenses in regard to the Building as may be determined by the Developers or the Association of Flat Owners, from time to time. The liability for such share shall commence from the date of notice for flat hand over, irrespective of whether the Purchaser/s take/s possession thereof or not;
7. The Purchaser/s shall not put up any hoarding, name plates, sign-boards, graffiti etc., in places other than that demarcated and allotted by the Developers or the Association of Apartment Owners;
 8. The Purchaser/s shall keep the common areas, open spaces, parking areas, passages, staircase, lobbies etc., free from obstructions and in a clean and orderly manner and shall not encroach on any common areas or throw rubbish/refuse out of the Apartment unit anywhere on the Schedule "A" Property;
 9. The Purchaser/s shall keep the Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Building other than the Apartment unit of the Purchaser/s and shall carry out internal works or repairs as may be required by the Developers or Association of Flat Owners;
 10. The Purchaser/s shall not make any additions or alterations or cause damage to any portion of the Building or the Schedule "C" Apartment unit, and not change the outside color scheme, outside elevation/ facade/decor of the Building otherwise than in a manner agreed to by the majority of the Apartment Owners;
 11. The Purchaser/s shall not alter or subscribe to the alteration of the name of the apartment, which shall be known as **"OCEANUS TRANQUIL"**.
 12. The Purchaser/s shall not park any vehicles in any part of the Schedule "A" Property, except in the parking area specifically allotted and earmarked for the Purchaser/s.

ANNEXURE " A "
CONSTRUCTION SPECIFICATIONS

1	Structure	Seismic II compliant RCC framed structure.
2	Walls	8"/6" concrete block masonry for external walls and 4" concrete block masonry for internal walls.
3	Doors	Main Door: Teakwood main door with polish on both sides, lock with latch, handle, brass hinges, tower bolt, stopper and magic eye. Other Doors: Wooden frame with Moulded wooden door with 30mm block board shutter with both side

		enamel paint; with S. S fittings.
4	Windows	UPVC sliding windows, three track frames with glass in two tracks and mosquito mesh in one track with MS grill protection. UPVC sliding doors/ windows in drawing/dining room without grill.
5	Flooring	Quality Vitrified flooring for drawing, dining, bedrooms, kitchen and ceramic tiles for balconies with 4" skirting. Antiskid ceramic tiles flooring in toilets.
6	Kitchen & Utility	17mm to 20mm thick polished granite counter top platform with Stainless steel sink and 2' ceramic dadoing above the granite counter top. Provision for Aqua guard point. Provision for washing machine in utility area. Provision for Modular Kitchen.
7	Toilets	Ceramic glazed tiles dado up to 7' height. White colored, EWC with flush tank of make Hindware / Parry-ware /Cera or equivalent make. Health faucet will be provided in toilets. One hot & cold mixer unit for shower and all other fittings and fixtures of make Hindware/Parry-ware/ Jaguar/ or equivalent make in toilets. Wash basin with pedestals. Concealed master control cock in each toilet shall be provided from inside. All sanitary and rain water pipes shall be of suitable thickness for 4 Kg/Cm2 pressure out let pipes. Provision for Geyser & Exhaust fan.
8	Painting	Emulsion paint for internal walls - roller finish. Emulsion paint for external walls over plastered surface.
9	Terrace	Overhead tank, parapet wall, staircase headroom, lift machine room and water proof treated terrace.
10	Basement	Concrete flooring for parking, underground sump, Electrical Room, Generator Room, and lift well.
11	Electrical	One T.V / Telephone point in the living and master bed room. Provision for Broad Band Connection in Guest B/R or Study Room. Provision for one split AC in Master Bed room. Modular electrical switch of Anchor Roma/Havells or equivalent make. I.S.I mark P.V.C conduits concealed in the walls, Quality copper cables. Light, fan, 5 amps – 15 amps plug points shall be provided. MCB for each room and ELCB for the flat shall be provided.
12	Common Area	Staircase and lift. Flooring in lobby/ common area will be Vitrified tiles/granites. MS hand rails for staircase and corridor.
13	Power	4 KW for 3 BHK and 3 KW for 2 BHK & 2 + Study power supply from BESCOM/KEB and 1 KVA generator backup for each apartment. Common area, including lift, pumps, pool etc. shall be provided with

		100% back up from generator.
14	Water Supply	Potable Bore well/Municipal water, pump, sump, overhead tank provided with concealed pipeline
15	Sanitary / RWP	Disposal to the STP/ Municipal line; internal soil and waste water and rain water pipes are PVC lines.
16	Lift	One Passengers lift (8 passengers) & One Service Lift (13 passengers) of reputed make with Generator backup in each tower.
17	Common area Lights fittings	One time.
18	Intercom facility	One Connection to each flat.
19	Security	CCTV for periphery surveillance.

LIST OF COMMON AMENITIES:

1. Visitor's parking
2. Tree lined Avenue
3. Park, Cabana
4. Half Basket ball court
5. Cricket practice pitch
6. Senior Citizen nook
7. **Wellness Club House with:**
 - Gymnasium
 - Multipurpose Hall / Meditation room
 - Coffee Joint
 - Changing room
8. Tennis Court
9. **Indoor Games**
 - Badminton Court
 - Squash Court
 - Caroms & Chess
 - Sports room
10. Lap pool & Children's pool
11. Children's play area
12. Provision for Broad Band Connection
13. Backup Generator
14. Rain water Harvesting
15. Disabled friendly access
16. Solar lighting for Driveway in Basement & Staircase midland lighting
17. Common toilet for servants/security

IN WITNESS WHEREOF, the Owners/Confirming Party, the Developers and the Purchaser/s have set their respective hands hereunto on the day, month and the year first hereinabove written, at Bangalore;

OWNERS/CONFIRMING PARTY
Rep. by their GPA Holders

DEVELOPERS

Witnesses :

1.

PURCHASER/S

2.