

AGREEMENT TO SELL

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

Between:

- 01. Mr. Renwick Angelo Mascarenhas,**
Aged about 35 years,
S/o Mr. Rudolf Mascarenhas,
Residing at D1/D2, Arphi Apartments,
Leonard Lane, Richmond Town, Bangalore
- 02. Sri G. Ramappa,**
Aged about 70 years,
S/o late Sri Gundappa,
- 03. Smt. Devika,**
Aged about 39 years,
D/o Sri G. Ramappa,
- 04. Sri R. Prakash**
Aged about 36 years,
S/o Sri G. Ramappa,
- 05. Sri R. Srinivas,**
Aged about 33 years,
S/o Sri G. Ramappa,
- 06. Smt. R. Parvathy,**
Aged about 28 years,
D/o Sri G. Ramappa,
- 07. Sri G. Venkatappa,**
Aged about 68 years,
S/o late Sri Gundappa,
- 08. Sri V. Keshavmurthy,**
Aged about 28 years,
S/o Sri G. Venkatappa,
- 09. Sri G. Devaraju,**
Aged about 57 years,
S/o late Sri Gundappa,
- 10. Kum. D. Madhushree,**
Aged about 17 years,
D/o Sri G. Devaraju, since minor represented by her
Father & Natural Guardian Sri G. Devaraju,

11. **Chi. D. Harivatsa,**
Aged about 13 years,
S/o Sri G. Devraju, since minor represented by his
Father & Natural Guardian Sri G. Devaraju,
12. **Sri G. Vijayakumar,**
Aged about 51 years,
S/o late Sri Gundappa,
13. **Kum. V. Rohini,**
Aged about 16 years,
D/o Sri G. Vijaykumar, since minor represented by her
Father & Natural Guardian Sri G. Vijayakumar,
14. **Chi. V. Manohar,**
Aged about 12 years,
S/o Sri G. Vijaykumar, since minor represented by his
Father & Natural Guardian Sri G. Vijayakumar,
15. **Sri Muniraju,**
Aged about 50 years,
S/o late Sri Venkataramanappa,
16. **Sri M. Krishnamurthy,**
Aged about 29 years,
S/o Sri Muniraju,
17. **Sri Shashi Kumar,**
Aged about 26 years,
S/o Sri Muniraju,
18. **Ms. Kanthamma,**
Aged about 20 years,
D/o Sri Muniraju,
19. **Sri M. Anand,**
Aged about 20 years,
S/o Sri Muniraju,
20. **Sri V. Venkatachalapathi,**
Aged about 46 years,
S/o late Sri Venkataramanappa,
21. **Mr. V. Mukunda,**
Aged about 18 years,
S/o Sri V. Venkatachalapathi,
22. **Kum. Keerthi,**
Aged about 12 years,

D/o Sri V. Venkatachalapathi, since minor, represented by
her Father & Natural Guardian, Sri V. Venkatachalapathi,

23. **Sri Munihanumaiah,**
Aged about 78 years,
S/o late Sri Venkatappa,
24. **Smt. Pullamma,**
Aged about 71 years,
W/o Sri Munihanumaiah,
25. **Sri Ashwathanarayana,**
Aged about 44 years,
S/o Munihanumaiah,
26. **Kum. Kavitha,**
Aged about 12 years,
D/o Sri Ashwathanarayana, since minor represented by
her Father & Natural Guardian, Sri Ashwathanarayana,
27. **Master Rakshith,**
Aged about 08 years,
S/o Sri Ashwathanarayana, since minor represented by
his Father & Natural Guardian, Sri Ashwathanarayana,
28. **Sri Kaveri @ Kaverappa,**
Aged about 41 years,
S/o Munihanumaiah,
29. **Mr. Nandeesh,**
Aged about 17 years,
S/o Sri Kaverappa, since minor represented by
his Father & Natural Guardian, Sri Kaverappa,
30. **Kum. Nanditha,**
Aged about 15 years,
D/o Sri Kaverappa, since minor represented by
her Father & Natural Guardian, Sri Kaverappa,
31. **Sri Muniraju,**
Aged about 33 years,
S/o Munihanumaiah,
32. **Smt. Pullamma,**
Aged about 78 years,
W/o Late Sri Pullappa,
33. **Sri P. Muniyappa,**
Aged about 58 years,

- S/o Late Sri Pullappa,
34. **Sri M. Ravindra,**
Aged about 28 years,
S/o Sri P. Muniyappa,
 35. **Smt. M. Sudha,**
Aged about 26 years,
D/o Sri P. Muniyappa,
 36. **Sri M. Chetan,**
Aged about 24 years,
S/o Sri P. Muniyappa,
 37. **Sri P. Chandrappa,**
Aged about 57 years,
S/o Late Sri Pullappa,
 38. **Sri Venugopal,**
Aged about 26 years,
S/o Sri P. Chandrappa,
 39. **Kum. Aishwarya,**
Aged about 13 years,
D/o Sri P. Chandrappa, since minor represented by
her Father & Natural Guardian, Sri P. Chandrappa,
 40. **Sri P. Rajappa,**
Aged about 51 years,
S/o Late Sri Pullappa,
 41. **Sri R. Vishwanath,**
Aged about 23 years,
S/o Sri P. Rajappa,
 42. **Kum. R. Asharani,**
Aged about 21 years,
D/o Sri P. Rajappa,
 43. **Kum. R. Usharani,**
Aged about 19 years,
D/o Sri P. Rajappa,
 44. **Mr. R. Vinay,**
Aged about 17 years,
S/o Sri P. Rajappa, since minor, represented by
his Father & Natural Guardian Sri P. Rajappa,
 45. **Sri P. Gullappa,**

Aged about 48 years,
S/o late Sri Pullappa,

- 46. Mr. G. Prashanth,**
Aged about 16 years,
S/o Sri P. Gullappa, , since minor, represented by
his Father & Natural Guardian Sri P. Gullappa
- 47. Mr. G. Puneeth,**
Aged about 14 years,
S/o Sri P. Gullappa, , since minor, represented by
his Father & Natural Guardian Sri P. Gullappa
- 48. Sri P. Ramakrishna,**
Aged about 44 years,
S/o late Sri Pullappa,
- 49. Mr. Dhanush K. R.,**
Aged about 15 years,
S/o Sri P. Ramakrishna, since minor represented by
his Father & Natural Guardian, Sri P. Ramakrishna,
- 50. Chi. Sirish K. R.**
Aged about 13 years,
S/o Sri P. Ramakrishna, since minor represented by
his Father & Natural Guardian, Sri P. Ramakrishna,

No.2 to 50 above are residents of : Kasavanahalli,
Carmelaram Post, Bangalore – 560 037

Nos.1 to 50 above are represented herein by their General Power of Attorney Holders, **M/s OCEANUS DWELLINGS (P) LTD., Bangalore;** by its Managing Director, Mr. P.K. Chacko; hereinafter referred to as “ **the Owners/Confirming Party** ” (which expression unless repugnant to the context, shall mean and include their respective legal heirs/representatives, executors, successors in interest, nominees, assigns, etc.) of the first part;

And :

- 51. 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 requires or 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:

01. **Whereas**, the Owner / Confirming Party No.1 herein is the absolute owner in respect of the immovable property comprising 2 items of converted land, i.e., (i) **Sy.No.18**, measuring **2 Acres 08 Guntas**, and (ii) **Sy.No.15/3-C**, measuring **8324½ Sq. Ft.**, situated at **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk ,(as more fully described in the Item No.1 & 2 of the Schedule-A hereunder); he having acquired the same by means of 2 separate sale deeds as detailed hereunder :

(a) The Owner No.1 has acquired the property in Item No.1 of the Schedule “A” Property (i.e., Sy.No.18 of Kasavanahalli Village measuring 2 Acres 08 Guntas) by means of Sale Deed dated 23-03-1996 registered vide Doct.No.BNG-(U)-BLR-(S)/12116/95-96 of the Sub-Registrar, Bangalore South Taluk, executed by Smt. Shakunthamma & others in his favour.

(b) The Owner No.1 has acquired the Item No.2 of the Schedule “A” Property (i.e., Sy.No.15/3C, of Kasavanahalli Village, measuring 8324½ Sq.Ft.) by means of 3 separate Sale Deeds as described hereunder :

- (i) Sale Deed dated 02-07-2010 vide Doct.No.BNG(U)-VRT/2374/2010-11 of the Sub-Registrar, Varthur, Bangalore, conveying Sy.No.15/3C of Kasavanahalli Village, measuring 6434½ Sq.Ft. executed by Sri Rajappa & others in his favour.
 - (ii) Sale Deed dated 24-04-2010 Doct.No.VRT-1-00568/2010-11 of the Sub-Registrar, Varthur, Bangalore, conveying Sy.No.15/3C of Kasavana-halli Village, measuring 1200 Sq.Ft. executed by Sri L. Keshavamurthy & others in his favour.
 - (iii) Sale Deed dated 24-04-2010 Doct.No.VRT-1-00574/2010-11 of the Sub-Registrar, Varthur, Bangalore, conveying Sy.No.15/3C of Kasavana-halli Village, measuring 690 Sq.Ft. executed by Sri K. S. Raja Shetty & others in his favour.
02. **Whereas**, the Owners / Confirming Party No.2 to 50 herein are the absolute owners in respect of the immovable property comprising 4 items of converted land, viz., (i) **Sy.No.9/2**, measuring **27 Guntas**, (ii) **Sy.No.9/6**, measuring **27 Guntas**, and (iii) **Sy.No.9/7**, measuring **27 Guntas**, (iv) **Sy.No.9/8**, measuring **27 Guntas**, situated in **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, (as morefully described in the Item No.3, 4, 5 & 6 of the Schedule-A hereunder); they having acquired the same by way of their separated share in the family property.
03. **Whereas**, for the purpose of having access to the composite property comprising the aforesaid 6 items of land through its Southern side, the Developers have acquired a residential site, bearing **Site No.26**, Property No.1553/1428/26 of the Bruhat Bangalore Mahanagara Palike, situated in **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, measuring **1765.50 Sq. Ft.** (as morefully described in Item No.7 of the Schedule-A given hereunder) by means of Sale Deed dated 05-03-2013, registered vide Doct. No.VRT-1-06317/2012-13 of the Sub-Registrar, Varthur, Bangalore, executed by one Mrs. C. Kantha Ramakrishna in their favour.
04. **Whereas**, the composite property comprising the aforesaid 7 items of converted land, situated in **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, (as morefully described in Item No.1, 2, 3, 4, 5, 6 & 7 of the Schedule-A given hereunder) on which the Oceanus Vista residential apartment building is being developed are hereinafter together referred to as **the Schedule-A Property** for brevity.
05. **Whereas**, the land comprising the Schedule 'A' Property have been got converted from agricultural purpose to non-agricultural purpose by means of the following orders passed by the Deputy Commissioner, Bangalore District :

- (a) Item No.1 of the Schedule “A” Property, has been got converted from agricultural use to non-agricultural purpose vide Order No. ALN-(EVH)-SR/282/2008-09 dated 26-03-2011;
 - (b) Item No.2 of the Schedule “A” Property, has been got converted from agricultural use to non-agricultural purpose vide Order No.ALN-(EVH)-SR-161/2009-10 dated 06-03-2010;
 - (c) Items No.3, 4, 5 & 6 of the Schedule “A” Property, have been got converted from agricultural use to non-agricultural purpose vide Order No. ALN-[E.V.H]-SR-339/2012-13 dated 08-02-2013.
 - (d) Items No.7 of the Schedule “A” Property, has been got converted from agricultural use to non-agricultural purpose vide Order No.BDis/ ALN-(SR-(S)/72/93-94 dated 20-09-1993.
06. **Whereas**, an amalgamated Khatha in respect of composite property comprising Item No.1, 2, 3, 4 & 5 of the Schedule “A” Property has been got registered vide Property No.4051/Sy.No.18,15-3C,9/2,9/6,9/7, of Bellandur Ward (Ward No.150), Marathhalli Sub-Division, in the revenue records of the Bruhat Bangalore Mahanagara Palike; and accordingly, the concerned land owners have paid the up-to-date taxes in respect of the said property.
07. **Whereas**, similarly, an amalgamated Khatha in respect of the property comprising Item No.6 & 7 of the Schedule “A” Property has been got registered vide Property No.4110/Sy.No.9/8, of Bellandur Ward (Ward No.150), Marathhalli Sub-Division, in the revenue records of the Bruhat Bangalore Mahanagara Palike; and accordingly, the concerned land owners have paid the up-to-date taxes in respect of the said property.
08. **Whereas**, ever since the date of acquisition of the respective item of the land in Schedule “A” Property as aforesaid, the concerned land owners have been in peaceful possession and enjoyment of the respective item of land in the Schedule “A” Property, and thereby exercising all rights of absolute ownership thereto. Hence, the Owners/Developers herein have been seized with the exclusive ownership of the Schedule “A” Property without there being any let or hindrance.
09. **Whereas**, the Developers have proposed to the Owners/Confirming Party to develop the Schedule “A” Property along with the property owned by the Developers as described in item No.7 of the Schedule 'A' Property by putting up a residential apartment complex (hereinafter referred to as the Apartment Complex) on the Schedule-A Property; and accordingly the Owners and the Developers have entered into 3 nos. of Joint Development Agreements in respect of the Schedule “A” Property as detailed hereunder:
- (a) The Owner No.1 has executed a Joint Development Agreement dated 30-03-2011, registered vide Doct.No.VRT-1-08765/2010-

2011 of the Sub-Registrar, Varthur, Bangalore, thereby giving over the Item No.1 & 2 of the Schedule-'A' Property for its joint development, for constructing an apartment building thereupon. In furtherance of the same, Owner No.1 has also executed a General Power of Attorney dated 30-03-2011, registered vide Doct.No.VRT-4-00642/2010-2011 of the Sub-Registrar, Varthur, Bangalore, thereby authorizing the Developers to construct an apartment building over the Item No.1 & 2 of the Schedule "A" Property and to convey the flats comprising 65% of proportional constructed area in the said apartment building.

- (b) The Owners No.2 to 31 have executed a Joint Development Agreement dated 28-11-2012, registered vide Doct.No.BNS-1-9903/2012-13 of the Sub-Registrar, Banswadi, Bangalore, thereby giving over the Item No.3, 4 & 5 of the Schedule-A Property for its joint development, for constructing an apartment building thereupon. In furtherance of the same, the Owners No.2 to 31 have executed a General Power of Attorney dated 28-11-2012 registered vide Doct.No. BNS-4-00358/2012-13 of the Sub-Registrar, Banswadi, Bangalore, thereby authorizing the Developers to construct an apartment building over the Item No.3, 4 & 5 of the Schedule "A" Property and to convey the flats comprising 66% of proportional constructed area in the said apartment building.
 - (c) Similarly, the Owners No.32 to 50 have executed a Joint Development Agreement dated 28-11-2012, registered vide Doct.No.BNS-1-9553/2012-13 of the Sub-Registrar, Banswadi, Bangalore, thereby giving over the Item No.6 of the Schedule-A Property for its joint development, for constructing an apartment building thereon. In furtherance of the same, Owners No. 32 to 50 have also executed a General Power of Attorney dated 28-11-2012 registered vide Doct.No. BNS-4-353-2012-13 of the Sub-Registrar, Banaswadi, Bangalore, thereby authorizing the Developers to construct an apartment building over the Item No.6 of the Schedule "A" Property and to convey the flats comprising 66% of proportional constructed area in the said apartment building.
10. **Whereas**, as stated above, the Owners have authorized the Developers to develop the respective items of the Schedule "A" Property by way of constructing an apartment building thereupon as aforesaid, and also to sell the apartment units allotted to them as Owners' Constructed Area, as per the terms of the said Joint Development Agreements.
11. **Whereas**, as per the terms of the said Joint Development Agreement dated 30-03-2011, the Owner No.1 shall be entitled to acquire, possess, own and convey 35% of proportional constructed area of the apartment building to be constructed over the property in Item No.1 & 2 of the Schedule-A Property (hereinafter called as Owner's Constructed Area). The remaining 65% of the total constructed area of the apartment building to be

- constructed over the property in Item No.1 & 2 of the Schedule-A Property, along with corresponding undivided interest of land and common areas (hereinafter called as Developers' Constructed area), shall be acquired, possessed and conveyed by the Developers herein.
12. **Whereas**, as per the terms of the said Joint Development Agreements dated 28-11-2012, the Owners No.02 to 50 shall be entitled to acquire, possess, own and convey 34% of the total constructed area of the apartment building to be constructed over the property in Item No. 3, 4, 5 & 6 of the Schedule-A Property (hereinafter called as Owners' Constructed Area). The remaining 66% of total constructed area of the apartment building to be constructed over the property in Item No. 3, 4, 5 & 6 of the Schedule-A Property, along with corresponding 66% undivided interest of land and common areas (hereinafter called as Developers' Constructed area), shall be acquired, possessed and conveyed by the Developers herein.
13. **Whereas**, by virtue of the aforesaid Joint Development Agreements and General Power of Attorneys executed by the Owners/Confirming Party, the Developers have acquired all the rights to construct, acquire, own, possess, convey and sell the apartment units comprising Developers' Constructed Area out of the total super built-up area of the apartment building being constructed over the Schedule-A Property, along with corresponding undivided interest in land, common areas, common amenities and facilities, in Schedule "A" Property, subject to the condition that the Developers shall construct and deliver possession of the aforesaid Owners' Constructed Area in the Apartment Building constructed on the Schedule-A Property to the Owners.
14. **Whereas**, in pursuance of the aforesaid, the Developers herein have formulated a scheme for the development of the Schedule "A" Property and for construction of a residential apartment building on the Schedule "A" Property under the name "**OCEANUS VISTA**"; accordingly the Building Plan pertaining to the said apartment building intended to be constructed on the Schedule A Property has been duly got approved from Bruhat Bangalore Mahanagara Palike, by way of 2 portions, vide (i) Order No. BBMP/ Addl.Dir./JD-North/0067/2011-12 dtd.14-12-2011, which has been further modified by even numbered Order dtd.05-04-2014 and (ii) Order No.BBMP/ Addl.Dir./JD-North/257/2011-12 dtd.05-04-2014.
15. **Whereas**, in furtherance of the aforesaid, the flats/apartment units in the apartment building "**OCEANUS VISTA**" being constructed over the Schedule-A Property have been mutually demarcated, divided and allocated to the share of the Owners/Confirming Party and the Developers by means of Supplementary Agreements dated 06/06/2014 and the Developer herein confirms that the flat allotted to the PURCHASERS has fallen under the share of the Developer. The Owner's / confirming party herein confirm that the said flat does not fall under their share and they have no claim whatsoever on the said flat . Hence, the Developers have been seized with absolute rights and authority to acquire, own, possess

- and convey exclusively the apartment units/flats allocated to their share as aforesaid, being Developers' Constructed Area, as per the terms of the aforesaid Joint Development Agreements. As explained above, the Developers have been granted all the rights to construct an Apartment **Building on Schedule "A" Property** at their own cost and the Developers are seized with absolute rights to acquire, and authorized to convey and sell, apartment units comprising Developers' Constructed Area allocated to their share as aforesaid, in the Apartment Building "**OCEANUS VISTA**" along with undivided interest in land and common areas in Schedule "A" Property, to any prospective purchaser/s identified by them.
16. **Whereas**, the apartment unit bearing **Flat No., Tower**, measuring a super built-up area of **Sq. Ft.**, situated in **Floor**, along with One covered car parking space in the Basement/Surface/Stilt floor, (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 interest in land comprising 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 VISTA**" allocated to the share of the Developers as Developers' constructed area, as per the terms of the said Joint Development Agreements. Therefore, the Developers are seized with absolute rights to acquire and authorized to convey and sell, the Schedule "C" Property/Apartment unit in the said residential apartment building "**OCEANUS VISTA**" along with corresponding undivided interest in Schedule "A" Property (as detailed in Schedule-B hereunder).
17. **Whereas**, the Developers by exercising their rights to own, convey, sell and assign or transfer their rights, ownership, title and interest in respect of the Flats comprising Developers' Constructed Area in the Apartment Building, "**OCEANUS VISTA**" do hereby agree to sell the Schedule "C" Property in favour of the Purchaser/s along with **Sq. Ft.** of corresponding undivided interest of land in the Schedule "A" Property (as described in Schedule "B").
18. **Whereas**, the Developers and the Purchaser/s have reduced the agreed terms and conditions of sale of Schedule "B" & "C" Property into writing by means of this agreement, as hereunder.
19. **Whereas**, to confirm the rights of the Developers in respect of Schedule "A" Property 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 AS FOLLOWS:**

01. That, in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the parties herein, and in consideration of the advance part sale consideration paid by the Purchaser/s, the Developers 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**, in **Tower**, with one covered car parking unit in the Basement/Surface/Stilt floor, in the residential apartment building namely, “ **OCEANUS VISTA** ” (as per **Schedule “C”** hereunder) along with **Sq. Ft.** of corresponding undivided share of land 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 the Schedule “C” Apartment unit, which amounts are agreed to be paid through the Developers, subject to terms, conditions and covenants stipulated herein.
02. The aforesaid sale price payable in respect of the Schedule “C” Flat/apartment unit is 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...../-(RupeesOnly)
 - (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)
7. 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 acknowledge receipt of the amounts as detailed here in above; however, subject to realization of funds, in case of cheques.

8. 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:

Sl. No.	Schedule of Construction	Amount
01.	Commencement of Foundation	Rs./- + taxes
02.	Commencement of Second Slab	Rs./- + taxes
03.	Commencement of Fourth Slab	Rs./- + taxes
04.	Commencement of Seventh Slab	Rs./- + taxes
05.	Commencement of Ninth Slab	Rs./- + taxes
06.	Commencement of Eleventh Slab	Rs./- + taxes
07.	Commencement of Masonry Work	Rs./- + taxes
08.	Commencement of Final Slab Work	Rs./- + taxes
09.	Commencement of Tiles Work	Rs./- + taxes
10.	Commencement of Painting Work	Rs./- + taxes
11.	On Handing over	Rs./- + taxes
	& other Statutory charges	

04. Apart from the total amount of sale consideration as set out in clause-1 above, the Purchaser/s shall also be liable to pay the following amounts:

- (a) The deposits and/or other charges, levies or outgoings as may be demanded by, or required to be paid to Government/ Statutory Authority 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 or other levies in 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, 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 conveying Schedule “B” & “C” Property;
- (a) The actual bank charges for collection in case where the Purchaser/s pay/s the consideration amounts or part thereof, by means of a cheque drawn against a Bank situated outside the Bangalore City; and a sum of Rs.500/- or actual bank charges, whichever is higher, in case of each cheque which has been dishonored by the Bank for want of funds or for any other reason.

- (e) Maintenance charges for 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 & An amount of Rs. 3,000/- per annum payable towards license fee in respect of the club house usage. 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.
 - (f) Charges towards usage of Club House as determined and applicable from time to time.
05. The Purchaser/s has/have been duly informed by the Developers and hence the Purchaser/s is/are fully aware that the payment on its due date, as specified in Para-3 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; 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, 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 exceeding 30 days; and in the event of the delay extending to more than 90 days, revoke/terminate this agreement. In case the Developers avail the option of, or for any reasons the Purchaser/s intending to revoke/terminate this agreement, the Developers shall be entitled to deduct and retain 5% of the total sale consideration agreed herein, from the amounts paid by the Purchaser/s, as predetermined liquidated damages, and repay the balance amount to the Purchaser/s within 90 days or after resale of the flat to any other purchaser, as the case may be, whichever is later. The Purchaser/s shall be deemed to have given express consent for the same.
06. The aforesaid total sale price agreed to be paid by the Purchaser/s is determined based upon the conceptual super built-up area of the Apartment unit/flat, 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.

07. 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.
08. The Developers shall hand over the possession of Schedule "C" Apartment unit 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 6 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 consideration installments 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.
09. 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 to 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 defects, if any, in the said Apartment unit.
10. 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.
11. 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 surplus amount of Corpus Fund to the Flat Owners' Association.
12. 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.
 13. 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.
 14. The Developers shall have the exclusive rights to construct other flats/apartment units in the apartment building in compliance with the approved plan and sell the same to any Purchaser/s as they deem fit.
 15. Any letters, receipts or notices issued by the Developers dispatched under Registered Post Acknowledgement 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 further notice.
 16. 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 on and to be performed by the parties hereto towards discharge of their obligations under this agreement.
 17. 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 hereby agreed to.
 18. The Purchaser/s is/are aware that the aforesaid project is planned to be developed in different phases; by constructing different numbers of Towers forming a common single project under the name **"OCEANUS VISTA"** in the land comprising Schedule-A Property, and any other additional lands/TDR which may be acquired in future, subject to maximum total extent of land measuring 6-00 Acres; and common amenities and facilities of the said project shall be commonly used by all the flat owners of composite apartment project. The Purchaser/s shall deemed to have given their express consent for the same.

19. 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 at the prevailing bank rate or @ 10% per annum.

THE DEVELOPERS COVENANT WITH THE PURCHASER/S:

1. That the Schedule Property is free from attachments, encumbrances, Court or acquisition proceedings or charges of any kind;
2. That the Owners /Confirming Party are the absolute owners of the Schedule "A" Property and that their title thereto is valid, marketable and subsisting and they have the powers to convey the same;
3. That the Developers agree to do and execute or cause to be executed all acts, deeds and things as may be required by the Purchaser/s, at the cost of the Purchaser/s, for more fully and perfectly assuring the title of the Purchaser/s to the Schedule Property including the sale document conveying the undivided interest of land, at the time of execution of the Sale Deed in pursuance of the terms contained in this agreement;
4. That the Developers will not convey to any person any interest in the Schedule "A" Property and the building thereon without incorporating the covenants and stipulations herein agreed to between the Developers and the Purchaser/s as per this Agreement;
5. That the Developers will pay all taxes, rates and cess in respect of the Schedule "A" Property up to the date of sale deed or the date fixed for handing over possession in the notice to the Purchaser/s by the Developers intimating that the Schedule "C" property is ready for delivery, whichever date is earlier;
6. 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;
7. The Developers confirm that the Apartment Building shall have the specifications set out in Annexure-A hereto.
8. The Developer assures that he shall obtain the Commencement certificate, Completion certificate and Occupancy certificate at the appropriate time.
9. The Owners and the Developers do hereby jointly and severally agree with the Purchaser/s as follows:

- (a) The Owners and the Developers do hereby represent and confirm that as on date they have not received any notices, summons etc. from or on behalf of any person/s or from any of the statutory authorities or court/s nor is there any proceeding initiated or pending before any of the statutory authorities or court which may likely to interfere with the peaceful possession and enjoyment of the schedule undivided share of land/apartment/car parking area by the Purchaser/s. The Owners and the Developers also do hereby represent and assure that the land on which the apartments are constructed is not granted by the Government to the persons belonging to the schedule caste or schedule tribe and that there are no legal or statutory bars on constructing the apartments on the same.
- (b) The Owners and the Developers do hereby agree that in the event the peaceful possession and enjoyment of the schedule undivided share of land/apartment/car parking area by the Purchaser/s is interfered with or adversely affected on account of encumbrances, proceedings by statutory authorities, claims, litigation etc., the Owners and the Developers shall be liable to indemnify the Purchaser/s from all such losses incurred and damages sustained on account of such encumbrances, proceedings by statutory authorities, claims, litigation etc.
- (c) In the event the Purchaser/s has to avail loan from a bank or a financial institution of his choice for purchasing the schedule undivided share of land/apartment/car parking area, the Owners and the Developers shall be liable to provide all the necessary documents and clarification as may be sought by such bank or financial institution for the purpose of sanctioning the loan to the Purchaser/s.
- (d) The rights, title, claim, interest etc. available to the Purchaser/s as per the terms and conditions mentioned in this agreement shall not be abridged or curtailed in the absolute sale deed to be registered in favour of the Purchaser/s by the Owners and the Developers.
- (e) There are no other hidden costs or expenses or payments to be made by the Purchaser/s and the Purchaser/s shall not be called to make any further payments than those that are specifically disclosed in this agreement.
- (f) After the registration is over, the Owners and the Developers shall be liable produce all documents as well as clarification as may be sought by the competent authority to get the khata of the schedule undivided share of land/apartment/car parking area transferred / bifurcated in favour of the Purchaser/s, Khatha bifurcation shall be at the cost of Purchaser/s.

- (g) Both the parties shall be entitled to refer all disputes and differences, if any, to the Court/s of appropriate jurisdiction within the City Limits of Bangalore only.
- (h) On the day fixed for registration, the Owners and the Developers shall keep ready and produce all the necessary original documents of title of the Owners and the Developers relating to the schedule undivided share of land/apartment/car parking area and all other connected/related papers and records as may be required by the concerned Sub-Registrar for the purpose of registering the schedule undivided share of land/apartment/car parking area in favour of the Purchaser/s.
- (i) The Purchaser/s shall be entitled to deduct from the sale consideration amount the applicable TDS/capital gain tax, and pay only the balance amount as per the terms and conditions specified in this agreement and furnish the necessary receipt for the TDS paid to the department.

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 apartment unit is completed and/or until Purchaser/s fulfill/s and perform/s all his/her/their obligations and make/s full sale consideration and all payments due and payable under this Agreement;
2. That the Purchaser/s will bear the cost of stamp duty and registration charges and legal expenses in respect of registration of sale deed for conveying the Schedule “B” & “C” Property in favour of the Purchaser/s, and also any other statutory payments required to be made as per any law prevailing as on date or that may be made applicable in future;
3. That the Purchaser/s has/have inspected the documents of title relating to the Schedule “A” Property belonging to the Owners & Confirming Party and he/she/they has/have entered into this Agreement only after being satisfied about the title of the Owners/ Confirming Party to 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 in favour of anyone else 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.;
5. The Purchasers shall have no objection for the Developers constructing additional blocks of apartments, by procuring any adjacent lands /TDR and getting modification/ sanction of the building plan from the Bruhat Bangalore Mahanagara Palike or concerned authority; and thus extending

the project, and developing the same as a composite project under the name “**OCEANUS VISTA**” and in such an event, the Purchaser/s shall have no objection for all the flats owners of the said composite apartment project using the common areas, roads, common amenities and facilities of the project including the flat owners in the said additional blocks of apartment to be constructed.

- 6 That the Purchaser/s has/have no objection for the Developers availing necessary financial assistance from any bank or financial institution for the purpose of 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 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;
7. That the Purchaser/s will not hinder or obstruct the Developers from constructing the other apartment units and the apartment building, or from performing their obligations in respect of the Schedule “A” Property or any part thereof in any manner; nor will he/she/they hinder the use of the specified Garden Area/Terrace Area and Car Parking Areas specifically reserved/allotted/ sold to any other Purchaser/s;

INDEMNITY

The Owner /confirming party /Developers do hereby covenant that they will at all times execute such acts, deeds, or things as required for perfectly assuring the title of **SCHEDULE B & C PROPERTIES** to the Purchaser /s; and further, the Owner /confirming party /Developers do hereby covenant with Purchaser /s to keep safe and harmless and also to indemnify the Purchaser / s against any undisclosed encumbrances or defect in title in respect of **SCHEDULE B & C PROPERTIES**.

CONSEQUENCES OF BREACH :

Subject to the right of the Developers to terminate this agreement as described 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 and also recover damages, costs, expenses and losses incurred by the aggrieved party as a consequence of such breach from the party committing breach.

ARBITRATION:

In the event of any dispute or difference arising between the Parties hereto in regard to any matter relating to or connected with this Agreement, the same shall be referred to arbitration in accordance with the Arbitration and Reconciliation 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 clause-6 above, this clause also shall stand ceased to have effect.

SCHEDULE “ A ” PROPERTY

(Description of the entire Property on which Apartment is being constructed)

Item No.1:

All that piece and parcel of the immovable property comprising converted land (converted vide Order No.ALN-(EVH)-SR/282/2008-09 dated 26-03-2011, passed by the Spl. Dy. Commissioner (Rev.) Bangalore District) bearing Sy.No.18, situated at Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, measuring an extent of 2 Acres 08 Guntas, and bounded on :

East by	:	Abbaiah's dry land
West by	:	Bajanthri Narayanappa's land
North by	:	Gundappa's land
South by	:	Perumalappa's land

Item No.2:

All that piece and parcel of the immovable property comprising portion of converted land (converted vide Order No. ALN-(EVH)-SR-161/2009-10 dated 06-03-2010, passed by the Spl. Dy. Commissioner (Rev.), Bangalore District, bearing Sy.No.15/3-C, situated at Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, measuring East to West : 252¼ Ft., and North to South : 33 Ft., totally measuring 8324½ Sq. Ft., and bounded on:

East by	:	Land in Sy.No.18
West by	:	60 Feet wide Kasavanahalli Main Road
North by	:	Oceanus Monarda Apartment Project
South by	:	15 Ft. wide Road

Item No.3

All that piece and parcel of the immovable property, comprising converted land (converted vide Order No.ALN-(EVH)-SR/339/2012-13 dated 08-02-2013, passed by the Dy. Commissioner, Bangalore District) bearing **Sy.No.9/2**, situated at **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, measuring **27 Guntas**; and bounded on :

East by	:	Land in Sy.No.9/3
West by	:	Portion of Sy.No.9/2 allotted to Muniraju 's share
North by	:	Land in Sy.No.8 owned by Anitha Prakash Reddy
South by	:	Land in Sy.No.18 owned by Renwick A. Mascarenhas

Item No.4:

All that piece and parcel of the immovable property, comprising converted land (converted vide Order No.ALN-(EVH)-SR/339/2012-13 dated 08-02-2013, passed by the Dy. Commissioner, Bangalore District) **Sy.No.9/6** (Old Sy.No.9/2), situated at **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, measuring **27 Guntas**; and bounded on :

East by : Portion of Sy.No.9/2 allotted to G. Ramappa's share
West by : Portion of Sy.No.9/2 allotted to Munihanumaiah's share
North by : Land in Sy.No.8 owned by Anitha Prakash Reddy
South by : Land in Sy.No.18 owned by Renwick A. Mascarenhas

Item No.5 :

All that piece and parcel of the immovable property, comprising converted land (converted vide Order No.ALN-(EVH)-SR/339/2012-13 dated 08-02-2013, passed by the Dy. Commissioner, Bangalore District) **Sy.No.9/7** (Old Sy.No.9/2), situated at **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, measuring **27 Guntas**; and bounded on:

East by : Portion of Sy.No.9/2 allotted to Muniraju's share
West by : Portion of Sy.No.9/2 allotted to P. Muniyappa's share
North by : Land in Sy.No.8 owned by Anitha Prakash Reddy
South by : Land in Sy.No.18 owned by Renwick A. Mascarenhas

Item No.6 :

All that piece and parcel of the immovable property, comprising converted land (converted vide Order No.ALN-(EVH)-SR/339/2012-13 dated 08-02-2013, passed by the Dy. Commissioner, Bangalore District) **Sy.No.9/8** (Old Sy.No.9/2), situated at **Kasavanahalli Village**, Varthur Hobli, Bangalore East Taluk, measuring **27 Guntas**; and bounded on:

East by : Portion of Sy.No.9/2 allotted to Munihanumaiah's share
West by : Land in Sy.No.15/3A, now Oceanus Monarda Apts.
North by : Land in Sy.No.8 owned by Anitha Prakash Reddy
South by : Land in Sy.No.18 owned by Renwick A. Mascarenhas

Item No.7 :

All that piece and parcel of the immovable property comprising a residential site, bearing **Site No.26**, carved out of **Sy.No.9/1** (converted vide No. BDis./ALN/SR-(S)/72/93-94 dtd.20-09-1993, of the Spl. Dy. Commissioner (Rev.), Bangalore District), situated at Kasavanahalli Village, Varthur Hobli, Bangalore East Taluk, presently bearing Property No.1553/1428/26 of the Kasavanahalli Ward, Mahadevapura Sub-Divn. of the Bruhat Bangalore Mahanagara Palike, the said site is measuring East to West : $[36\frac{1}{2} + 41]/2$ Ft., and North to South : $[50 + 41]/2$ Ft., the site area measuring 1765.50 Sq. Ft., and bounded on :

East by : Tariq Khan's property

West by : Site No.2
North by : Road
South by : Property in Sy.No.9/2

SCHEDULE “ B ” PROPERTY
(Undivided share of land hereby agreed to be conveyed)

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

SCHEDULE “ C ” PROPERTY
(Apartment Unit hereby agreed to be conveyed)

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

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 Apartment 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/ Confirming Party or the Association of 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 observe and perform all the rules and regulations that may be incorporated by the Vendors/ Developers/ Confirming Party or the Association of Flat Owners;

5. The Purchaser/s will 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 duly and punctually 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 Organization / Association of Owners and other expenses in regard to the Building as may be determined by the Developers or the Association of Owners, from time to time. The liability for such share shall commence from the date of notice for Apartment hand over, irrespective of whether the Purchaser/s take/s possession thereof or not;
7. The Purchaser/s will 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 colour 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 Building, which shall be known as **"OCEANUS VISTA"**.
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	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 Molded wooden door with 30mm block board shutter with both side enamel paint with powder coated 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 French windows in drawing and dining room.
5	Flooring	Quality Vitrified flooring for drawing, dining, bedrooms, Kitchen & 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 false ceiling height. White EWC with flush tank of make Hindware / Paryware / Cera. Health faucet will be provided in toilets. One hot & cold mixer unit for shower and all other fittings and fixtures of make Crab Tree/jaguar/ Ess Ess/marc 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 suitable thickness for 6 Kg/Cm ² pressure out let pipes. Provision for Geyser & Exhaust fan.
8	Painting	Emulsion paint for internal walls - roller finish. Cement 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/ M.K/Schinedair/ 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 handrails for staircase and corridor.
13	Power	5 KW power supply from BESCO and 1 KVA generator backup for each Apartment.
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 8 passengers lift & One Service Lift (13Passenger) of reputed make with generator backup in each Block
17	Common area light fittings	One time.
18	Security	CCTV for periphery Surveillance

List of Common Amenities:

1. **Club House with**
 - a) Swimming Pool
 - b) Multipurpose Hall
 - c) Steam, Sauna & Jacuzzi
 - d) Gymnasium
 - e) Indoor Games
2. Children play area
3. Tennis court or Badminton court
4. Video Door Phone with intercom facility.
5. Provision for Broad Band Connection
6. Backup Generator
7. Rain Water Harvesting
8. Disabled friendly access
9. Solar lighting for basement driveway and staircases
10. Facility for Car wash
11. General 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 City;

OWNERS/CONFIRMING PARTY
Rep. by their GPA Holders

DEVELOPERS

1.

Witnesses :
1.

2.

PURCHASERS

2.