

## AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT BENGALURU ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND TWENTY FIVE (\_\_\_/\_\_\_/2025) AT BENGALURU BY AND BETWEEN:

**RBD SHELTERS LLP**, (PAN No. AAPFR9036C) a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, bearing Identification Number AAB-6572 having its office at 682, TIARA, 9th A Main, 1st Stage, Indiranagar, Bengaluru – 560 038, represented herein by its Authorised Signatory/Designated Partner Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) S/o. \_\_\_\_\_, hereinafter referred to as the **“OWNER/PROMOTER”** which term, wherever the context requires or admits, shall mean and include the firm as constituted on this day and as may be reconstituted from time to time, its successors and assigns of the ONE PART

### **AND**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) (PAN No. \_\_\_\_\_), aged about \_\_\_\_\_ years, son/daughter/wife of Mr. \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as the **“PURCHASER”** which expression wherever it so requires shall mean and include her/his heirs, successors, legal representatives, administrators, executors, assigns, anybody claiming through or under her/him/them, etc., of the OTHER PART:

with the OWNER/PROMOTER and the PURCHASER being individually referred to as “Party” and collectively as “Parties” wherever required in this Agreement.

## **WITNESSES AS FOLLOWS:**

### **I. DEFINITIONS**

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

1. **“Absolute Completion”** in regard to the Project shall mean the date on which the Occupancy Certificate, either partial or comprehensive is issued by the Bengaluru South City Corporation, Greater Bengaluru Authority or such other certificate by whatever name called, issued by any other competent Government Authority permitting use and occupation of the Residential Apartments in the Project, as provided under local laws, in which the common areas, amenities and facilities of the respective blocks in the Project have been completed including operation of lifts and which has provision for civic infrastructure.
2. **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Karnataka Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
3. **“Additional Charges”** shall mean and include the following in relation to the sale/conveyance/transfer of the entire Saleable Area in the Project calculated net of taxes as may be fixed / charged by the Owner/Promoter:
  - (a) preferential location charges,
  - (b) power backup charges,

- (c) club charges,
  - (d) BESCOM and BWSSB charges,
  - (e) interest on delayed payments/penalty or penal charges, from Purchaser/Allottee and/or allottee/s.
  - (f) charges collected for allotment/allocation of car parking space not exclusively allotted to any Purchaser,
  - (g) forfeiture amount,
  - (h) cheque bounce charges to be collected from Purchaser/Allottee, if any,
  - (i) transfer fee / charges collected till completion,
  - (j) holding charges collected from Purchaser/Allottee,
  - (k) cancellation charges,
  - (l) insurance proceeds,
  - (m) other charges and
  - (n) all other revenue received from the prospective Purchaser/Allottee, interest income received from the Project, advertisement fee and any other amounts to be received from the Purchaser/Allottee of whatsoever nature other than the PassThrough Charges.
4. **“Agreement”** shall mean this Agreement to Sell including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the parties from time to time in writing.
5. **“Allottee/s”** shall mean a person/s to whom a residential apartment/s in the Project has been allotted or otherwise agreed to be transferred by

the Owner/Promoter, applicants, prospective Purchaser/Allottee (including Purchaser/Allottee in default) and the person/s who subsequently acquire/s the said residential apartment through sale, transfer or otherwise but does not include a person to whom such residential apartment/s which are given on rent, lease or on a leave and licence basis.

6. **“Amenity and Clubhouse Charges”** shall mean and include the amounts collected by the Owner/Promoter towards clubhouse and membership subscription and other usage charges for the common amenities and facilities provided for in the Project **“ROACH CICADA”** at the rates decided by the Owner/Promoter from time to time.
7. **“Applicable Laws”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any other statutory authority in India, whether in existence on the Effective Date or thereafter.
8. **“Approvals”** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals including the Plan Sanction from the Bengaluru South City Corporation, Greater Bengaluru Authority, then BBMP, clearances from Bengaluru Development Authority (BDA), Fire Department, Airport Authority of India ("AAI"), Karnataka State Pollution Control Board ("KSPCB"),

Bengaluru Electricity Supply Company (“BESCOM”), Bengaluru Water Supply and Sewerage Board (“BWSSB”), environmental clearance (if applicable) from the Ministry of Environment and Forests, or any other approvals as may be required from any Government Authority, as the case may be, for the construction and development of the Project and shall include all approvals required to be periodically renewed under the law in force for the construction, development, operation, management, leasing, completion, disposal or transfer to the Purchaser, which approvals shall be obtained by the Owner/Promoter.

9. **“Association of Allottees”** shall mean the association to be formed by the Purchaser/Allottees of residential apartments in the “Project” under the local law in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the purchasers/allottee/s.
10. **“Association Agreement”** shall mean the maintenance agreement between the Association of Allottees and the service provider for maintenance of the Common Areas, amenities and facilities in the Schedule A Property.
11. **“Car Park/s”**, shall mean the car parking space/s allotted by the Owner/Promoter to the Purchaser/Allottees for his/her/their exclusive use so long as the Purchaser/Allottees owns and occupies the Schedule C Residential Apartment or by any of the occupiers of the Schedule C Residential Apartment under the authority with the Owner/Promoter herein;
12. **“Carpet Area”** means the net usable floor area of a residential

apartment/s, excluding the area covered by the external walls, areas under services shafts, “Exclusive Balcony or Verandah Area” and “Exclusive Open Terrace Area” forming a part of the residential apartment/s, but includes the area covered by the internal partition walls of the residential apartment/s.

13. **“Commencement Certificate”** shall mean the commencement certificate or the building permit or the construction permit, by whatever name called issued by the Bengaluru South City Corporation, Greater Bengaluru Authority to allow or permit the Owner/Promoter to begin construction on the Schedule A Property as per the Sanction Plan.

14. **“Common Area”** shall mean -

- a) the staircases, lifts (including provided in the club house if any), staircase and lift lobbies (including provided in the club house if any), fire escapes, and common entrances and exits of buildings.
- b) the common basements, terraces, parks, play areas, open and unenclosed parking areas and common storage spaces.
- c) the club house proposed to be constructed in the Project for the use and enjoyment of all the Purchaser/Allottee/occupants of residential apartment/s in the “Project”.
- d) installations of central services such as electricity, water and sanitation, Basement ventilation and incinerating, system for water conservation and renewable energy.
- e) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
- f) all other community and commercial facilities as provided in the

“Project”. and

g) any other areas in the Project necessary or convenient for its maintenance, safety, etc., and in common use.

15. **“Common Expenses”** shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendition of common services in common to the intending Purchaser/Allottee and all other expenses for the common purpose including those to be contributed, borne, paid and shared by the intending Purchaser/Allottee of residential apartments in the Project payable to the Owner/Promoter till the formation of the “Association of Allottees” and thereafter to the “Association of Allottees” post its formation, provided however that the charges payable on account of electricity consumed or other amenities and facilities provided for common consumption by or within any residential apartment shall be separately paid to the concerned statutory authority by the Purchaser/Allottee of residential apartments in the “Project”.
16. **“Defect Liability Period”** shall mean a period of five (5) years from the date of issuance of the Occupancy Certificate, either partial or complete obtained for the “Project”.
17. **“Exclusive Balcony or Verandah Area”** means the area of the balcony or verandah, as the case may be, that is constructed as a part of the residential apartment/s in the Project and lies appurtenant thereto meant for the exclusive use and enjoyment of the Purchaser/Allottee.
18. **“Exclusive Open Terrace Area”** means the area of open terrace lying

appurtenant to the residential apartment/s in the Project meant for the exclusive use and enjoyment of the Purchaser/Allottee of the said residential apartment/s.

19. **“Force Majeure”** shall mean any event in the nature of war, flood, drought, fire, cyclone, earthquake and any other calamity caused by nature, an epidemic or pandemic resulting in a lockdown including but not limited to Covid19 like situation and declared / considered as force majeure by the concerned authorities, Government, shortage of availability of cement, steel, sand and other construction materials or any event beyond the control of the Owner/Promoter, any change in law or enactment of any new legislation affecting/impeding/suspending the development of the Project;
20. **“Garage/Car parking”** shall mean a place in the Project reserved for parking of motor vehicles having a roof including the area comprised in the basement but shall not include an unenclosed or uncovered parking space such as open parking areas.
21. **“Government Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the “Project”.
22. **“Litigation”** includes any/all suits, civil and criminal actions,



arbitration proceedings, and all legal proceedings (including any investigation, claim, complaint, grievance, appeals, notices and applications for review), which are pending or may arise in respect of the title of the Schedule A Property and/or the possession of the Owner/Promoter to the Schedule A Property which materially affects the “Project”.

23. **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Owner/Promoter for (a) sale / lease / transfer of the “Saleable Area” in the “Project”, (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the “Saleable Area” and the receipt and acceptance by the Owner/Promoter as the case may be of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
24. **“Occupancy Certificate”** shall mean the Occupancy Certificate, either partial or complete or certificate by whatever name called issued by the Bengaluru South City Corporation, Greater Bengaluru Authority permitting occupation of the residential buildings in the **“Project”**.
25. **“Open Car Parking Area”** shall mean and include the uncovered/unenclosed car parking areas not provided in the “Basement” but in the “Restricted Common Area” and allotted to the Purchaser/Allottee or Allottee/s in the “Project”.
26. **“Other Charges”** shall refer to the expenses incurred for the formation of the “Association of Allottees”, legal expenses and charges and all such other similar charges and costs that may be chargeable to the

Purchaser/Allottee of “Saleable Area” by the Owner/Promoter, costs involved in carrying out the assessment of tax and allotment of khata sub-numbers in respect of all the residential apartments in the Project post receipt of the Occupancy Certificate and such other charges which can be retained by the Owner/Promoter which do not form a part of the “Pass Through Charges”.

27. **“Pass Through Charges”** shall refer to all statutory deposits which shall be collected / recovered by the Owner/Promoter from Allottee/s/Purchaser/s in the Project towards onward transfer/deposit to the concerned statutory authority or Government Authority or Association of Allottees in the Project as the case may be, including but not limited to charges such as power backup charges, power/water deposit charges, maintenance deposit/ contingency fund and/or advance maintenance charges payable to the Owner/Promoter (or to the Association of Allottees post completion of the Project), any future taxes levied by a Government Authority including GST on maintenance charges, stamp duty, registration charges, and such other similar statutory charges, fees and costs.
28. **“Premium Floor Area Ratio (“PFAR”)** shall mean that may be purchased from the concerned statutory authority and loaded on to the Project to the extent permissible resulting in the construction of additional Saleable Area.
29. **“Project”** shall mean the development of 124 residential apartments of different dimensions in Three (3) Blocks named as Tower A, Tower B and Tower C of the residential development named as **“Roach Cicada”** comprising of 44 residential apartments of different dimensions in

Tower A, 36 residential apartments of different dimensions in Tower B and 44 residential apartments of different dimensions in Tower C as per the specifications of construction set out in detail in the Annexure-B consisting of two common Basements, Ground Floor and Ten Upper Floors in each Tower with common areas, amenities, facilities and infrastructure attached thereto with common areas, amenities and facilities including a club house to be constructed on the Ground and First Floor of Tower B including provisions for car parking spaces, internal and external services relating to electricity, water, drainage, roads, walkways, amenities, facilities, staircases, passages, sewer lines, pipes, ducts and sanitation. The Project shall also mean and includes any additional floors constructed in lieu of change in Government policy, enactment, or loading of Transferrable Development Rights(TDR) or addition of premium Floor Area Ratio, etc.

30. **“Project Account”** shall mean the bank account exclusively opened by the Owner/Promoter for the Project into which the entire sale proceeds from the Saleable Area in the Project are deposited by the Owner/Promoter from time to time including Additional Charges and the Pass Through Charges for the Project, Other Charges and Goods and Service Tax (GST) in respect of the Saleable Area in the Project.
31. **“Project Approvals”** shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the Project to be obtained /obtained from the various statutory authorities and government agencies.
32. **“Project Completion”** in regard to the Project shall mean the date on which the Occupancy Certificate, or certificate issued by project

Architect or such other certificate by whatever name called is issued by the Bengaluru South City Corporation, Greater Bengaluru Authority for the Project .

33. **“Project Name”** shall mean **“ROACH CICADA”** which has been named by the Owner/Promoter
34. **“Project Revenue”** shall mean the total revenue accruing and arising out of the Project from the sale of the Saleable Area, including the applicable other charges in the Project.
35. **“Project Vendors”** shall mean contractors, architects, consultants, legal service providers & suppliers of labor and material, etc. for undertaking development of the “Project”.
36. **“Promoter”** shall mean and include the Promoter as defined under Section 2(zk) of RERA and in the case of this “Project”, shall be the Owner/Promoter herein for all construction and related activities including the duties and obligations to be performed under RERA for all matters connected with the title to the Schedule A Property under RERA.
37. **“Purchaser/Allottee”** shall mean the Allottee of the Schedule C Residential Apartment and shall include any purchasers, prospective purchasers, transferees, whether an individual, corporate or otherwise, of the Schedule C Residential Apartment.
38. **“RERA”** shall mean the Real Estate Regulation and Development Act 2016 (“Act”) and Karnataka Real Estate (Regulation and Development)

Rules, 2017 in force as on date and as amended from time to time.

39. **“Residential Apartment”** shall mean each residential unit of different dimensions comprised in each building/tower constructed on the Schedule A Property and forming a part of the Project.
40. **“Restricted Common Areas”** shall mean the areas over which the Purchaser/s/Allottee/s of the residential apartments in the Project shall have access subject to the rules and regulations framed by the Owner/Promoter and/or the Association of Allottee/s post its formation, which shall form a part of the Common Areas including the areas which are used for installation of transformers, water storage systems, rain water harvesting systems, water pump sets, motor sets, generator sets and other amenities of similar nature.
41. **“Saleable Area”** shall mean the Carpet Area of the Residential Apartment/s to be sold to the prospective Purchaser/s including-
- a) the proportionate undivided share, right, title and interest in the land comprised in the Schedule A Property,
  - b) the exclusive right to use and enjoy the Exclusive Balcony or Verandah Area and/or the Exclusive Open Terrace Area lying appurtenant to Schedule C Residential Apartment in the Project,
  - c) exclusive right to use and enjoy the garden areas, if any, lying appurtenant to the said Residential Apartment and
  - d) exclusive right to use and enjoy car parking area/s in the garage/car park or unenclosed area for parking of light motor vehicles which are capable of being allotted for exclusive use and enjoyment to the Purchaser/s or Allottee/s of Residential

Apartments in the Project, and

e) proportionate share in the Common Areas.

42. **“Sanction Plan”** shall mean the plan sanction obtained for the Project dated: 18/10/2025 bearing L.P.No.BBMP/Addl.Dir/JDNORTH/0058/24-25 approved and issued by the Joint Director, Town Planning, Bengaluru South City Corporation, Greater Bengaluru Authority (GBA) for development of the Project on the Schedule A Property.
43. **“Specifications”** shall mean the specification with which the “Project” shall be constructed, erected and completed as may be recommended by the Architect for the “Project” as set out in detail in the Annexure B to this Agreement. However, such specifications may be varied and / or be modified from time to time as may be mutually agreed upon by the parties.
44. **“Services”** shall mean the installation in the property ,the electricity, telecommunications, drainage and other services.
45. **“Super Built-Up Area”** of any residential apartment/s in the Project shall mean the aggregate of (i) the Carpet Area of a residential apartment/s and (ii) thickness of the external walls (iii) Exclusive Balcony or Verandah Area and Exclusive Open Terrace Area lying appurtenant to/attached to the residential apartment which are reserved for the exclusive use of the Purchaser/Allottee and proportionate share in the Common Areas in the Project.
46. **“TDR”** shall mean Transferable Development Rights that has accrued or may accrue to the Schedule A Property on account of road widening

or that may be purchased and loaded on to the Project to the extent permissible resulting in the construction of additional Saleable Area.

47. **“Title Risk”** shall mean (i) any breach of and/or any deficiency in adherence or performance to be made by the Owner and/or any person acting under / through or on behalf of the Owner of its obligations with respect to the title of the Schedule A Property, and/or (ii) any defect / claims / dispute / Encumbrances over the title of the Schedule A Property including third party claims on title during the course of the “Project”.

## **II. INTERPRETATION**

In this Agreement, unless the contrary intention appears:

1. Any reference to any statute or statutory provision shall include:
  - (a) All subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
  - (b) Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
2. Any reference to the singular shall include the plural and vice-versa;
3. Any references to the masculine, the feminine and the neuter shall include the other genders;
4. Any reference to a “company” shall include a reference to a body

- corporate;
5. Any reference herein to any clause or Schedule or Annexure refers to a clause or schedule or annexure to this agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement.
  6. References to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time;
  7. The expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
  8. Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
  9. All obligations, representations and warranties of Owner as contained in this Agreement shall be enforced on a joint and several basis.
  10. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
  11. Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed;
  12. “In writing” includes any communication made by letter, fax or e-mail;



13. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
14. References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (b) References to a person’s representatives shall be to its officers, employees, sub-contractors, agents, attorneys and other duly authorized representatives;
15. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words;
16. All the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
17. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

### **III. FLOW OF TITLE**

**WHEREAS**, the immovable property being agricultural land in larger extent of the Sy.Nos.17 and 18, situated at Junnasandra Village, Varthur Hobli, then Bengaluru South Taluk, Bengaluru District was owned and possessed jointly by Sri.Muniyappa Reddy, Sri.Ramappa Reddy and Master Narayana Reddy, they having acquired title to the same by virtue of a Partition Deed dated 27.06.1950, registered as Document No.2059/1950-51 in Book – I, Volume – 1145, Pages 59 to 69 with the Sub-Registrar, Bangalore Taluk executed amongst Smt.Ankamma, Sri.Muniyappa Reddy, Sri.Ramappa Reddy and Master Narayana Reddy;

**WHEREAS**, consequent to the abolition of the Villages Offices and Inams pertaining thereto, an application was filed before the Special Deputy Commissioner of Inams Abolition, Bengaluru District by Sri.Muniyappa Reddy, son of Venkatasamappa against the Inamdar of Junnasandra Village under the provisions of the Mysore (Personal and Miscellaneous) Inams Abolition Act 1954;

**WHEREAS**, by virtue of an Order dated:24/05/1959, passed by the Special Deputy Commissioner for Abolition of Inams, Bengaluru in the Case No.5 filed by Sri.Muniyappa Reddy, son of Venkatasamappa against the Inamdar of Junnasandra Village, Sri.Muniyappa Reddy was declared and registered as an occupant in respect of the agricultural lands measuring an extent of about 1 Acre 24 Guntas comprised in Sy.No.17/2 and 1 Acre 21 Guntas comprised in Sy.No.18/2, both situated at Junnasandra Village, Varthur Hobli, then Bengaluru South Taluk, Bengaluru District as per the provisions of Section 9 of the Mysore (Personal and Miscellaneous) Inams Abolition Act 1954 and an Endorsement dated 17.08.1959 was also issued by

the Special Deputy Commissioner for Inams Abolition, Bengaluru, to this effect;

**WHEREAS**, the Record of Rights, in respect of land measuring 01 acre 24 Guntas comprised in Sy. No.17/2 and land measuring 01 acre 21 Guntas comprised in Sy.No.18/2 among other properties of Junnasandra Village, duly attested by the Office of the Tahsildar, Grade -2, Bengaluru East Taluk, K.R.Puram, Bengaluru stands in the name of Sri.Muniyappa Reddy;

**WHEREAS**, the aforesaid Sri.Muniyappa Reddy being desirous of converting the agricultural lands measuring an extent of about 1 Acre 24 Guntas comprised in Sy.No.17/2 and 1 Acre 21 Guntas comprised in Sy.No.18/2, both situated at Junnasandra Village, Varthur Hobli, then Bengaluru South(add) Taluk, Bengaluru District from agricultural to non-agricultural residential uses and purposes, applied for the same before the Deputy Commissioner, Bengaluru District, Bengaluru;

**WHEREAS**, pursuant to the application filed by Sri.Muniyappa Reddy and on payment of conversion fine, the Special Deputy Commissioner, Bengaluru District, Bengaluru issued an Official Memorandum bearing no.BDS:ALN:SR(SA)176/1995-96), dated 25.07.1995 granting conversion of lands measuring an extent of about 1 Acre 24 Guntas comprised in Sy.No.17/2 and 1 Acre 21 Guntas comprised in Sy.No.18/2, both situated at Junnasandra Village, Varthur Hobli, then Bengaluru South(add) Taluk, Bengaluru District from agricultural to non-agricultural residential uses and purposes;

**WHEREAS**, subsequently, the aforesaid Sri.Muniyappa Reddy @ H.V.Muniyappa Reddy alongwith his children Sri.H.M.Ramakrishna

Reddy, Smt.H.M.Ramakka, Smt.H.M.Saraswathi, Sri.H.M.Mohan Reddy, Smt.H.M.Vijayamma, Sri.H.M.Prakash, Smt.H.M.Bharathi, Smt.H.M.Shyla and the legal heirs of his brother late Sri.Venkata Shami Reddy executed a Partition Deed on 28.02.2005 amongst themselves, registered as Document No.BAS-1-32054/2004-05 in Book – I, stored in CD No. BASD148 with the Sub-Registrar, Bangalore South Taluk, under the terms of which, the residentially converted land measuring an extent of about 1 Acre 24 Guntas comprised in Sy.No.17/2 and 1 Acre 21 Guntas comprised in Sy.No.18/2, both situated at Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District was divided and distributed as follows:

- 1) Land bearing Sy.No.18/2, measuring about 01 acre in extent, situated at Junnasandra Village among other properties was allotted to the share of Sri.H.M.Ramakrishna Reddy, son of Sri.Muniyappa Reddy @ H.V.Muniyappa Reddy.
- 2) Land bearing Sy.No.17/2, measuring about 20 Guntas and Sy.No.18/2, measuring about 20 Guntas, situated at Junnasandra Village among other properties was allotted to the share of Sri.H.M.Mohan Reddy, son of Sri.Muniyappa Reddy @ H.V.Muniyappa Reddy.
- 3) Land bearing Sy.No.17/2, measuring 01 acre, situated at Junnasandra Village among other properties was allotted to the share of Sri.H.M.Prakash, son of Sri.Muniyappa Reddy @ H.V.Muniyappa Reddy.

**WHEREAS**, pursuant to the execution and registration of the Partition Deed dated:28/02/2005, the Khatha in respect of the residentially converted lands as mentioned above was transferred to their respective names as duly evidenced by the extract from the Mutation Register bearing MR No.16/2004-05 issued by the Village Accountant, Bengaluru East Taluk, K.R.Puram, Bengaluru as follows:

- i. 1 Acre comprised in Sy.No.18/2 in the name of Sri.H.M.Ramakrishna Reddy.
- ii. 20 Guntas comprised in Sy.No.17/2 in the name of Sri.H.M.Mohan Reddy.
- iii. 20 Guntas comprised in Sy.No.18/2 in the name of Sri.H.M.Mohan Reddy.
- iv. 1 Acre comprised in Sy.No.17/2 in the name of Sri.H.M.Prakash.

**WHEREAS**, it is evident from the genealogical tree dated 02.02.2021 of the family of late Sri.Muniyappa Reddy issued by the Deputy Tahsildar, Bengaluru East Taluk, Bengaluru District that, the aforesaid Sri.Muniyappa @ H.V.Muniyappa Reddy died on 24/06/2005 as duly evidenced by the Death Certificate dated:17/01/2008 issued by the Chief Registrar of Births and Death, Krishnarajapura, leaving behind his children Sri.H.M.Ramakrishna Reddy, Smt.H.M.Ramakka, Smt.H.M.Saraswathi, Sri.H.M.Mohan Reddy, Smt.H.M.Vijayamma, Sri.H.M.Prakash, Smt.H.M.Bharathi, Smt.H.M.Shyla as his Class I legal heirs who became the co-owners of the immovable properties owned by Sri.Muniyappa @ H.V.Muniyappa Reddy, who died intestate as per the provisions of Section 8 of the Hindu Succession Act 1956;

**WHEREAS**, the aforesaid Sri.H.M.Ramakrishna Reddy and his daughters viz., Smt.R.Babitha and Smt.R.Malathi thereafter released and relinquished their right, title and interest over the residentially converted land measuring an extent of about 1 Acre comprised in Sy.No.18/2, situated at Junnasandra Village, Varthur Hobli, Bengaluru East Taluk (among other properties) to and in favour of Sri.R.Venugopal and Sri.R.Anil Kumar (both sons of Sri.H.M.Ramakrishna Reddy) under a Release Deed dated 13.09.2021, registered as Document No.INR-1-05338/2021-22 in Book – I,

stored in CD No. INRD 905 with the Sub-Registrar, Shivajinagar (Indiranagar), Bengaluru;

**WHEREAS**, as certain errors crept into Official Memorandum dated 25.08.2022 bearing No.ALN.(SA):SR:176/95-96) issued by the Deputy Commissioner, Bengaluru District, Bengaluru in relation to the boundaries for the land comprised in Sy.No.17/2 of Junnasandra Village, the same was rectified and corrected as duly evidenced by the revised Official Memorandum dated:27/01/2023 issued by the Deputy Commissioner, Bengaluru District as follows:

- i. 1 Acre in Block II in the name of Sri.H.M.Prakash.
- ii. 20 Guntas in Block III in the name of Sri.H.M.Mohan Reddy.
- iii. 02 Guntas in Block 1 in the name of Sri.Muniyappa Reddy.

**WHEREAS**, the aforesaid Sri.H.M.Mohan Reddy along with his family members, Sri.H.M.Prakash along with his family members Sri.R.Venugopal, along with his family members and Sri.R.Anil Kumar along with his family members sold and conveyed the undeveloped residentially converted lands measuring an extent of about (i) 1 Acre comprised in Sy.No.17/2, (ii) 20 Guntas comprised in Sy.No.17/2, (iii)20 Guntas comprised in Sy.No.18/2 and (iv) 1 Acre comprised in Sy.No.18/2, all situated at Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District, which is more particularly described under Item No. 1, 2, 3 and 4 of the Schedule A hereunder and hereinafter referred to as the “**Schedule A Property**” to and in favour of RBD Shelters LLP (formerly RBD Shelters Private Limited) represented by its partner and signatory Sri. Austin Roach, the Owner/Promoter herein under an Absolute Sale Deed dated 08.02.2023, registered as Document No.INR-1-14409/2022-23, Book 1, stored in CD No.

INRD1278 at the Office of Sub-Registrar, Shivajinagar (Indiranagar), Bengaluru;

**WHEREAS**, pursuant to the purchase of the Schedule A Property, the Owner/Promoter duly got transferred the Khatha in respect of the same as one composite block in respect of Item No.1,2,3,4 of Schedule A Property to its name as duly evidenced by the Khatha Certificate dated:03/04/2023, bearing BBMP khata No.2799/Sy.No.17/2,18/2, issued by the Assistant Revenue Officer, Marathahalli, then BBMP;

**WHEREAS**, the E -Aasthi has been obtained for the Schedule A Property as one composite block of residentially converted lands totally measuring an extent of 3 acres ( exclusive of 6 guntas of Kharab land comprised therein ) as evidenced by the Certificate bearing No. 5584676194 dated 02/05/2025, issued by the Assistant Revenue Officer, Marathahalli, then BBMP confirming the total extent of the Schedule A Property to be 12140.56 sq.mtrs. or about 130680 sq.ft.,

**WHEREAS**, since the Schedule A Property has been earmarked for the Industrial (Hi-tech) in the Revised Master Plan 2015 of the Bengaluru Development Authority (BDA), the Owner/Promoter has applied for a change land use before the Government of Karnataka seeking for the change of land use from Industrial (Hi-Tech) to residential uses and purposes;

**WHEREAS**, pursuant to the application filed by RBD Shelters LLP, the Under Secretary, Urban Development Authority, Government of Karnataka under proceedings dated: 02.05.2025 granted change of land use from Industrial (Hi-tech) to residential zone in respect of the Schedule A Property on the conditions contained therein and the same was confirmed by the

Commencement Certificate/Declaration dated: 14.05.2025 bearing E-Office No.103768 issued by the BDA in favour of RBD Shelters LLP;

**WHEREAS**, the aforesaid RBD Shelters LLP has obtained a single site Residential Plan bearing Order No.BDA/TPM/PRL-110/24-25/918/2025-26, dated 29.05.2025 issued by the BDA for the formation of a single site plan on the Schedule A Property;

**WHEREAS**, a building sanction plan has been obtained from the Bengaluru South City Corporation, Greater Bengaluru Authority(GBA) on 18/10/2025 for the development of the residential Project on the Schedule A Property comprised in three blocks namely Tower A, B and C with two common basements, Ground and Ten Upper Floors each comprising of 44 residential apartments of different dimensions in Tower A, 36 residential apartments of different dimensions in Tower B and 44 residential apartments of different dimensions in Tower C with common areas, amenities and facilities including a club house to be constructed on the Ground and First Floor of Tower B bearing **L.P.No. BBMP/Addl.Dir /JDNORTH/0058/24-25** issued by the Joint Director, Town Planning, Bengaluru South City Corporation, Greater Bengaluru Authority.

**WHEREAS**, the Owner/Promoter has submitted application to the Real Estate Regulatory Authority for the registration of the Project "**ROACH CICADA**" in accordance with the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 vide Project Registration No.\_\_\_\_\_ dated \_\_\_\_\_.

**WHEREAS**, the Owner/Promoter evolved a scheme of ownership of Residential Apartments in the Project, in terms of which any person desirous



of owning an apartment in the Project will be required to purchase the proportionate undivided share, right, title and interest in the Schedule A Property along with a residential apartment in the Project. Upon such sale in the overall scheme, the entire Schedule A Property will be jointly owned and held by the owners of the apartments with each of them having a definite undivided share in the Schedule A Property and absolute ownership to the respective Apartment/s with right to use in common with others, all the common areas, amenities and facilities in the Project. The scheme as described above forms the basis of sale and ownership of the Apartments in Project.

**WHEREAS**, the Purchaser/Allottee herein, being satisfied with the title of the Owner/Promoter to Schedule A Property and approvals, clearances, permissions and sanctions obtained by the Owner/Promoter for the residential Project after due verification and scrutiny, being interested in owning an Apartment in the Project applied for allotment of \_\_\_\_\_sq. **ft. undivided share**, which shall be varied in the event of increase in floors in accordance with addition of PFAR/TDR to the project right, title and interest in the Composite Property described under the Schedule A Property hereunder which is more particularly described in Schedule B hereunder and hereinafter referred to as the “**Schedule B Property**” and an Apartment in the Project bearing **residential Apartment No.** \_\_\_\_\_ with \_\_\_\_**BHK** with a Carpet Area measuring about \_\_\_\_\_square feet and Super Built Up Area measuring about \_\_\_\_\_ square feet in the \_\_\_\_\_ Floor of **Tower A/B/C** in the Project known as “**ROACH CICADA**” being developed on the Schedule A Property along with the exclusive right to own and possess \_\_\_\_ **sq. ft., of Exclusive Balcony Area/Exclusive Verandah Area**, lying appurtenant to the said apartment which is more particularly described in Schedule C hereunder and hereinafter referred to as the

**“Schedule C Residential Apartment”** along with the exclusive right to use and enjoy \_\_\_\_\_**number of covered car parking** spaces in the **Basement**\_\_\_ as one composite property. The Floor Plan of the Residential Apartment forming a part of the Schedule C Residential Apartment is as per the **Annexure-A** to this Agreement.

**WHEREAS**, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**WHEREAS**, the Purchaser/Allottee hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and made by the Owner/Promoter recorded herein. The Purchaser/Allottee is/are aware and consented that the common areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project.

**WHEREAS**, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agree to sell and the PURCHASER hereby agree/s to purchase the Schedule B Property and the Schedule C Residential Apartment.

#### **IV. CLEARANCES AND SANCTIONS:**

The Owner/Promoter has obtained the following sanctions, permissions, licenses, clearances and NOC's from the various Government Departments, Statutory Bodies and agencies with respect to the Project.

- 1) NOC from the Airport Authority of India (AAI) bearing No.HOSU /SOUTH/B/030124/931053, dated 17/04/2024..
- 2) NOC from Hindustan Aeronautics Limited(HAL) bearing No. ASC/DGM(AO)/131/HAL-BG-60-24/593/2024 dated 11/05/2024.
- 3) NOC from Bengaluru Water Supply and Sewerage Board(BWSSB) bearing No.BWSSB-NOC-2024-4-6095-041201594662, dated 05-06-2024.
- 4) NOC from Karnataka State Fire & Emergency Services(Fire) bearing No.KSFES/GBC(1)/242, Docket No.KSFES/NOC/210/2024 dated 18/06/2024.
- 5) Consent from Karnataka State Pollution Control Board(KSPCB) vide CFE order No.CTE-344225, dated 10/07/2024.
- 6) Clearance from State Level Environmental Impact Assessment Authority(SEIAA)-Karnataka bearing No.SEIAA 37 CON 2024, dated 06/08/2024.
- 7) NOC from BESCOM Bengaluru Electricity Supply Company Limited(BESCOM) bearing No.CEE/BMASZ/SEE(O)/AEE-1/25-26/2033-35, dated 03/07/2025

In addition to the above, the Owner/Promoter shall be responsible for Title Risk as defined and the Owner/Promoter shall be responsible for securing the necessary permissions and sanctions wherever required from the applicable Governmental Authorities and/or all agencies at various stages of the Project.

## **V. REGISTRATION UNDER RERA AND CONSEQUENTIAL RIGHTS:**

The Owner/Promoter has, as on date, obtained the registration of the Project from the Real Estate Regulatory Authority constituted by the State Government under RERA and is therefore legally entitled to advertise, market, sell or offer for sale either by themselves or Real Estate Agents registered under RERA, or invite persons to purchase a residential apartment in the Project and in this regard, issue letters of allotment and enter into agreements for sale in respect of the Project with Purchaser/s /Allottee/s in the Project. The Registration No. allotted by the Real Estate Regulatory Authority for the Project is \_\_\_\_\_ dated \_\_\_\_\_.

The Owner/Promoter shall ensure compliance with the RERA and associates rules at all times in relation to completion of the Project.

## **VI. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

The Purchaser/Allottee, if a non-resident of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Owner/Promoter with such permissions, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement. The Purchaser/Allottee agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI, the Purchaser/Allottee alone shall be liable for any action under FEMA. The Purchaser/Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement it shall

be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Owner/Promoter shall not be responsible for any third-party making payments, remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in this application/allotment of the Schedule C Residential Apartment in any way and the Owner/Promoter shall issue the payment receipts in favour of the Purchaser/Allottee only.

In terms of the provisions of the Act, the Owner/Promoter will deposit/has deposited portions of the amounts realized for the real estate project from the Purchaser/Allottee, from time to time, in a separate account maintained with a scheduled bank. The Purchaser/Allottee specifically understand/s and consent/s that the Owner/Promoter are entitled and shall withdraw the amounts from the said account, in proportion to the percentage of completion of the project upon certification by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the Project, and the Purchaser/Allottee shall not raise any dispute in this regard whatsoever.

## **VII. OFFER AND ACCEPTANCE:**

**WHEREAS**, the Purchaser/Allottee herein, being satisfied with the title of the Owner/Promoter to Schedule A Property and approvals, clearances, permissions and sanctions obtained by the Owner/Promoter for the Project after due verification and scrutiny, being interested in owning an Apartment in the Project applied for allotment of \_\_\_\_\_sq. ft. undivided share, which shall be varied in the event of increase in floors in accordance with

addition of PFAR/TDR to the project right, title and interest in the Composite Property described under the Schedule A hereunder which is more particularly described in Schedule B hereunder and hereinafter referred to as the **“Schedule B Property”** and an Apartment in the Project bearing **Residential Apartment No. \_\_\_\_\_** with **\_\_\_BHK** with a Carpet Area measuring about \_\_\_\_\_square feet and Super Built Up Area measuring about \_\_\_\_\_ square feet in \_\_\_\_\_ Floor of **Tower A/B/C** in the Project known as **“ROACH CICADA”** being developed on the Schedule A Property along with the exclusive right to use and enjoy **\_\_\_ sq. ft., of Exclusive Balcony Area/Exclusive Verandah Area** lying appurtenant to the said apartment which is more particularly described in Schedule C hereunder and hereinafter referred to as the **“Schedule C Residential Apartment”** along with the exclusive right to use and enjoy \_\_\_\_\_number of **covered car** parking spaces in the **basement** **\_\_\_** as one composite property forming a part of the Schedule C Residential Apartment constructed in accordance with the Floor Plan of the Residential Apartment for a basic sale price and consideration of **Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only)**, exclusive of Amenity Charges, Pass Through Charges, Additional Charges and Other Charges which shall be payable by the Purchaser/Allottee at the prevailing rates in force to the Owner/Promoter;

WHEREAS, the Owner/Promoter and the Purchaser/Allottee have decided to reduce to writing the terms and conditions agreed to between them for the sale of the Schedule B Property and the Schedule C Residential Apartment in the Project in this Agreement as under.

**NOW IT IS MUTUALLY AGREED AS UNDER:**

1. The Owner/Promoter does hereby agree to sell to and in favour of the Purchaser/Allottee and/or his/her/their nominees the Schedule B Property and the Schedule C Residential Apartment for a basic sale price

and consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** subject to deduction of tax at source as per the rates prevailing in force which shall be paid by the Purchaser/Allottee or his/her/their nominees to the Owner/Promoter by remitting the sale price and consideration to the Project Account in accordance with the **Schedule of Payment** mentioned under the **Annexure C..** Further the Purchaser/Allottee shall pay applicable GST on every payment made as and when demanded by the Owner/Promoter in writing by way of a communication sent through RPAD or electronic mail to the communication address of the Purchaser/Allottee which shall clearly indicate the timeline within which the Purchaser/Allottee has to make such payments.

2. In addition to the basic sale price and consideration as recorded above, the Purchaser/Allottee shall pay to the Owner/Promoter the Additional Charges, the Amenity Charges, Pass Through Charges and Other Charges on receipt of intimation from the Owner/Promoter to do so. In case any change/modification in the Statutory Payments, Pass Through Charges, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Laws. The Purchaser/Allottee shall not have any right to demand/claim interest on the Additional Charges, the Amenity Charges, Pass Through Charges, Contingency Fund and Other Charges so collected irrespective of date on which collected at any point of time. The Owner/Promotor has right to set-off the dues from and out of from the contingency fund and Purchaser/Allottees shall not object.
3. The Purchaser/Allottee shall pay the sale consideration via cheque, Demand Draft, online transfer Viz., RTGS, NEFT, etc., as per the payment schedule without fail to Owner/Promotor. In the event of delay

in paying the demanded amount, the Purchaser/Allottee shall pay the delayed amount with interest to Owner/Promotor. In case of outstation cheques, the Purchaser/Allottees should pay necessary collection charges on the stipulated amounts depending upon the respective banks. In the event of cheque bounce/return of cheque for non-availability of funds or for any reasons, the Purchaser/Allottee is liable to pay Rs.5000/- as first cheque bounce charge and Rs.10,000/- on each such subsequent cheque bounces.

4. It is expressly clarified that the basic sale price and consideration as mentioned above which shall be payable by the Purchaser/Allottee due to the Owner/Promoter, includes the sale price and consideration for the sale of the proportionate undivided share, right title and interest in the land comprised in the Schedule A Property and proportionate share in the Common Areas. .
5. It is further expressly clarified that although the Schedule B Property and the Schedule C Residential Apartment is agreed to be sold to the Purchaser/Allottee herein who shall become the co-owners of the Schedule A Property, the entire land comprised in the Schedule A Property shall be treated as a Common Area since none of the Purchaser/s/Allottee/s of residential apartments in the Project shall have the right to seek partition or separate possession of the Schedule A Property.
6. Default and termination:
  - a) The Purchaser/Allottee does hereby promises and undertakes to pay the balance sale price and consideration towards the Schedule B Property and the Schedule C Residential Apartment in compliance



with the milestones achieved in construction as enumerated in the Annexure C to this Agreement within 15 days of receiving an intimation to do so from the Owner/Promoter. In case of default in payment of any tranche of the amounts with delay interest towards the balance sale price and consideration, the Amenity Charges, Pass Through Charges and Other Charges by any Purchaser/Allottee beyond a period two months from the date of the intimation sent by the Owner/Promoter demanding payment, the Owner/Promoter shall have the right to terminate this Agreement unilaterally without recourse to the Purchaser/Allottee, and deduct 10% of the sale price amount as cancellation charges.

- b) In the event of termination as aforesaid, the Owner/Promoter shall return the balance sale consideration amount after deducting the forfeiture amount within 60 days of termination, subject to execution and registration of cancellation deed by the Purchaser/Allottee. On such termination, the Owner/Promoter shall be entitled to deal with the Schedule B Property and the Schedule C Residential Apartment without any let, claim or hindrance by the Purchaser/Allottee. It is clarified that amounts paid by the Purchaser/Allottee towards Statutory Payments including the GST to the Owner/Promoter will not be liable to be refunded. In the event of termination, if the Purchaser/Allottee has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser/Allottee in terms of above clause shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Owner/Promoter and the Owner/Promoter shall also be entitled to take hand over of original of this Agreement that may have been deposited by the

Purchaser/Allottee with the bank or any financial institution.

- c) The Purchaser/Allottee acknowledged that, default and delay in payment would affect the entire project development and consequential delay in project completion.
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- 7. It is further expressly agreed to between the parties that the sale of the Schedule B Property and the Schedule C Residential Apartment shall be subject to certain terms and conditions of sale as recorded hereunder, the rights and obligations on the Purchaser/Allottee as recorded in the Schedule D hereunder and the restrictions on the rights of the Purchaser/Allottee as recorded in the Schedule E hereunder.
  - 8. The Purchaser/Allottee herein understood that the undivided area described hereunder in Schedule B Property is indicative only and the final measurement of the Schedule B Property and the Schedule C Residential Apartment will be certified by the Architect for the Project. In case there is variation in measurement then in that event, the sale price and consideration as agreed to between the parties for the sale of the Schedule B Property and Schedule C Residential Apartment will be proportionately increased or reduced as the case may be. In this regard, it is clearly agreed to between the Owner/Promoter and the Purchaser/Allottee that, the Owner/Promoter shall have the right to make modifications to the plan sanctioned without the prior written consent of the Purchaser/Allottee. The specifications relating to the construction of the Schedule C Residential Apartment agreed to between the parties is recorded in the Annexure B to this Agreement. The Owner/Promoter shall comply with the maximum extent to the specifications agreed upon and in case of non-availability of any

material or item, the Owner/Promoter shall be entitled to use near equivalents.

9. It is clearly agreed to between the parties that in case any additional built-up area becomes possible to be constructed before the completion of the Project and issue of the Occupancy Certificate due to:
  - (a) Any change in bye laws or zonal regulations of the town planning authority or
  - (b) Due to loading of TDR to the extent permissible accruing or arising to the Project due to road widening post commencement or
  - (c) Due to loading of TDR purchased to the extent permissible post commencement of the Project or
  - (d) Due to loading of PFAR purchased to the extent permissible post commencement of the Project,

the Owner/Promoter will be entitled to construct such additional built-up area under the terms of a modified plan sanction obtained from the Bengaluru South City Corporation, Greater Bengaluru Authority and consequently reduce the area of the Schedule B Property agreed to be sold to the Purchaser which will be recorded in the Deed of Absolute Sale and Conveyance to be executed in favour of the Purchaser/Allottee provided however, that the basic sale price and consideration agreed to be paid by the Purchaser/Allottee under this Agreement shall remain unaltered. The Purchaser/Allottee is fully aware of the above and gives express no objection and consent to the same.

10. The Purchaser/Allottee is aware that the present plans sanctioned by the competent authority is valid for a specific term and the Owner/Promoter shall be responsible to obtain the approvals duly renewed if the construction of the building is not completed as agreed in this

Agreement. The Purchaser/Allottee hereby gives his/her/its/ their specific consent and empowers the Owner/Promoter to file necessary renewal applications with the competent authority and to comply with any statutory requirement for such renewal. The Purchaser/Allottee understands that any renewal post handing over to the Purchaser/Allottee and/or the Association, shall be the responsibility of the Purchaser/Allottee and/ or the Association, as the case may be.

11. Assignment rights: After payment of 25% of sale price, the Purchaser/Allottee shall have a right to nominate any other person / persons under this Agreement to purchase the Schedule B Property and the Schedule C Residential Apartment on terms and conditions as the Purchaser/Allottee deems fit subject to prior payment of a transfer fee of Rs.250/- on super built-up area to the Owner/Promoter. The Owner/Promoter shall duly recognise such nomination and execute an Agreement to Sell / Sale Deed in favour of such nominee/s of the Purchaser/Allottee. The assignee so nominated should bound to all the terms and condition recorded in this agreement and additional terms if any.

12. Project Completion:

- a) The Owner/Promoter duly agrees and covenants with the Purchaser/Allottee that they shall achieve Absolute Completion of the Project on the Schedule A Property (including the period required for obtaining the Occupancy Certificate from the Bengaluru South City Corporation, Greater Bengaluru Authority on or before 30-06-2030; with a further grace period of six(6) months, subject to conditions Force Majeure, time being the essence of this obligation on the part of the Owner/Promoter. The Owner/Promoter duly agrees and confirms

that in case there is a delay in achieving Absolute Completion of the Project beyond the period mentioned above including the grace period the Purchaser/Allottee will be entitled to a monetary compensation by way of interest calculated at the prevailing State Bank of India marginal cost of lending as on such date plus 2% on the amounts received from the Purchaser/Allottee under this Agreement till that date and till the date of the Owner/Promoter achieving Absolute Completion of the Project.

- b) In order to ensure the timely completion of the Project as well as to ensure the quality of the Residential Apartments in the Project, the Owner/Promoter reserves the right to make alterations to the Schedule C Residential Apartment or the Common Areas in the Project, including but not restricted to the materials being used, components being used, quality or workmanship, without however affecting the area entitlement of the Purchaser/Allottee in respect of the Schedule C Residential Apartment. Any such change/ modification exceeding +/- 3% of the super built area of the Schedule C Residential Apartment will be made with the prior consent of the Purchaser/Allottee.
13. The Purchaser/Allottee herein assured that Purchaser/Allottee shall not cancel the allotment within two years from the date of such allotment, since it will affect the progress and timelines of the project construction and consequently the Promotor/Allottee will incur the loss on account of cancellation.
14. Upon the Owner/Promoter received the sale consideration amounts in full, and the Additional Charges, the Amenity Charges, Pass Through Charges and Other Charges, etc., shall execute a Deed of Absolute Sale and Conveyance in favour of the Purchaser/Allottee.

15. Conveyance and Possession:

- a) The Purchaser/Allottee herein shall, within a period of 60 days of receipt of intimation of completion of Project from Owner/Promoter including the receipt of Occupancy Certificate, either partial or complete, pay all the amounts dues, payable under this Agreement to the Owner/Promoter and take possession of the Schedule C Residential Apartment and also registration of the Sale Deed, simultaneously and the Parties shall execute such conveyance/sale deed and register the same within 2 (two) months of the receipt of the Occupancy Certificate/issuance by the Owner/Promoter the notice of possession of the Schedule C Residential Apartment. Failure to execute and register sale deed shall attract holding charges of rupees ten per super builtup area per month and Purchaser/Allottee liable to pay said holding charges to Owner/Promoter along the maintenance charges and other charges from the date of occupancy certificate.
- b) Failure on the part of the Purchaser/Allottee to make payments to the Owner /Promoter and take possession of the Schedule C Residential Apartment under aforesaid clause shall constitute breach by the Purchaser/Allottee, and the consequences of breach as provided in this Agreement shall become applicable and the Owner /Promoter shall also be entitled to enforce any of their rights under this Agreement.
- c) All unsold and/or unallotted apartments/, areas and spaces in the Project/residential Apartment complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Project shall always belong to and remain the property of the Owner/Promoter at all times and the Owner/Promoter shall continue

to remain in overall possession of such unsold and/or unallotted apartments and shall be entitled to enter upon the Project Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Owner/Promoter may deem necessary.

16. Defect Liability:

- a) The Owner/Promoter shall be responsible for only any structural defects in respect of the Schedule C Residential Apartment or the Common Areas in the Project for a period of Five (5) years from the date of obtaining the Occupancy Certificate either partial or complete for the Project, hereinafter called the Defect Liability Period as defined, and the Purchaser/Allottee shall not have any claim for compensation against the Owner/Promoter for any such defects thereafter, unless the same are attributable to the Owner/Promoter. However, the hairline cracks of wall, seepages, etc., shall not be considered as defect. Warranty for all other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms; The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the owners or their successors-in-title, (c) cases of force majeure (d) failure to maintain the common amenities/equipment in accordance with the instructions if given in writing by the Vendor (e) accident, neglect.
- b) The Owner/Promoter shall not be responsible for any damage or deterioration to the Apartment or any other portion of the building or common areas of the Project that may have been caused by use of any

inappropriate cleaning materials by the Purchaser/Allottee or on account of acts attributable to the volition of the Purchaser/Allottee.

- c) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Promoter, which shall not be as the result of any commission or omission of the Purchaser/Allottee, any damages caused due to the acts of God or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Purchaser/Allottee is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession and thereafter no claim shall be entertained against the Owner/Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Owner/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act and the above liability of the Owner/Promoter shall be restricted only to rectify/repair the above defects and any consequential damages shall not be covered under this Agreement. Structural defects shall not include plastering hairline cracks.

17. THE OWNER/PROMOTER COVENANTS WITH THE PURCHASER/ALLOTTEE AS UNDER:-



- a) That the Owner/Promoter has secured development rights over the Schedule A Property in the manner mentioned above and is legally competent to enter into this Agreement with the Purchaser/Allottee.
- b) That the Schedule A Property is free from all types of encumbrances, charges, liens and lispendens of any kind as on date of this Agreement and the Schedule A Property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities as on date of agreement.
- c) That the Owner/Promoter have not entered into any agreement or arrangement of any kind with any other party or parties in respect of the Schedule B Property and the Schedule C Residential Apartment.
- d) That the Owner/Promoter has paid all property taxes in respect of the Schedule A Property up to 31<sup>st</sup> March 2026 and will continue to pay the same till the obtaining of the Occupancy Certificate to the Project.
- e) That the Owner/Promoter will sign all the necessary papers, documents with regard to transfer of the Khatha in respect of the Schedule B Property and Schedule C Residential Apartment in favour of the Purchaser/Allottee on the due execution and registration of the deed of absolute sale and conveyance in favour of the Purchaser/Allottee and/or his/her/their nominees.

- f) That the Owner/Promoter shall do all other acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title in the hands of the Purchaser/Allottee in respect of the Schedule B Property and the Schedule C Residential Apartment before the execution of a deed of sale in his/her/their favour.
- g) That the Owner/Promoter shall duly hand over constructive possession of the Schedule B Property and physical and vacant possession of the Schedule C Residential Apartment in favour of the Purchaser/Allottee and/or his/her/their nominees at the time of the due execution and registration of the Absolute Sale Deed in favour of the Purchaser/Allottee and/or his/her/their nominees but only after and subject to receiving all the amounts due and payable under this Agreement from the Purchaser/Allottee and/or its nominees.
- h) The Owner/Promoter shall open and operate the Project Account as defined in this Agreement and utilize the amounts deposited therein in the mode and manner as prescribed under Section 4(2)(l)(D) read with its proviso as defined under RERA.
- i) The Owner/Promoter shall comply with all their obligations under RERA including that relating to compensation payable to the Purchaser/Allottee in the Project accruing and arising out of any issues development and construction of the Project.
- j) The Owner/Promoter shall comply with all their obligations under RERA including that relating to compensation payable to the Purchaser/Allottee in the Project accruing and arising out of any issues on their title to the Schedule A Property.

- k) That the Owner/Promoter shall carry out all such further acts, deeds and things as may be reasonably required under law to assure and ensure better title to the Purchaser/Allottee in respect of the Schedule B Property and the Schedule C Residential Apartment agreed to be sold to the Purchaser/Allottee under this Agreement.

18. **THE PURCHASER / ALLOTTEE HEREBY COVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:**

- a) That the Purchaser/Allottee herein has agreed to purchase the Schedule B Property and the Schedule C Residential Apartment after carrying out the Due Diligence on Title in the hands of the Owner/Promoter in respect of the Schedule A Property and being fully satisfied with the title of the Owner/Promoter to the Schedule A Property.
- b) That the Purchaser/Allottee herein has agreed to purchase the Schedule B Property and the Schedule C Residential Apartment after inspecting and reviewing the Plan Sanction, other clearances, permissions and approvals secured for the Project and fully satisfying himself/herself in this regard.
- c) That the Purchaser/Allottee hereby confirm/s that he/she/they is/are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and after taking legal advice and after having gone through all the terms herein and understanding the rights and obligations and made by the Owner/Promoter recorded herein.

- d) The Purchaser/Allottee is/are aware and consented that the Common Areas, amenities and facilities in the Project shall be ultimately maintained by the Association of Apartment Owners in the Project and agrees and undertakes to become a member of the said Association of Allottees and shall abide by all the rules, regulations and bye-laws of the said Association of Allottees as and when formed.
- e) That the Purchaser/Allottee shall not raise any construction in addition to that mentioned in the Schedule C below and shall not use or permit the construction referred to in the Schedule C below in a manner which would diminish the value or utility in the property described in the Schedule A below or in any manner not permissible under law.
- f) That the Purchaser/Allottee and/or its nominees, agents or representatives shall not obstruct or cause hindrance to the construction of the residential building/s on the Schedule A Property at any time and in any manner whatsoever during the subsistence of this Agreement.
- g) That the Purchaser/Allottee and/or his/her/their nominees shall not make any claim against the Owner/Promoter with regard to any structural defects in respect of the Schedule C Residential Apartment or the common areas in the Project beyond the Defect Liability Period, as defined, except where the same are attributable to the Owner/Promoter.
- h) The Purchaser/Allottee shall have no right to hinder/interfere with the progress of construction of the residential apartment complex in the

Project under any circumstances whatsoever, and at any point of time and the Purchaser/Allottee is aware that he/she/ they/it shall not be permitted to enter upon the said Property at the time of construction in the interests of safety of the Purchaser/Allottee concerned except in accordance with the process and compliance as may be directed by the Promoter. The Owner/Promoter shall periodically send newsletters and/or photos evidencing progress/stage of the project to the Allottee concerned

- i) That the Purchaser/Allottee/Association of allottees as the case may shall renew/update all NOCs/consents/certificates of the project at its cost from the date of issuance of occupancy certificate, either partial or complete in the interest of the project.
- j) The Purchaser/Allottee is aware that, the Owner/Promotor at its discretion can offer for sale an apartment at the varied rates at different times for different people and the Purchaser/Allottee shall not raise any objection for such variation on rates.
- k) The Purchaser/Allottee agrees that in the event of Purchaser/Allottee failure to take possession of Schedule C Residential Apartment within the timeline stipulated by the Owner/Promotor in its intimation of possession, the Purchaser/Allottee shall have no right or claim in respect of any item of work in apartment, which the Purchaser/Allottee may allege not to have been carried out or completed or in respect of any design specifications, building materials or any reason whatsoever and Purchaser/Allottee shall be deemed to have been fully satisfied in all respects concerning construction and all other works related to the Apartment.

- l) The Purchaser/Allottee shall pay the Advance Common Area Maintenance charges covering a period 12 months and also contribution towards Contingency Fund stipulated in Annexure-C. The Advance Common Area Maintenance charges and Contingency Fund shall be payable by the Purchaser/Allottee to the Owner/Promoter upon issuance of notice by the Owner/Promoter about the possession of the Schedule C Residential Apartment.
  
- m) The Owner/Promoter shall without any reference to the Purchaser/Allottee, association/government body/ies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartments/units and spaces therein, as it deems fit. The Owner/Promoter shall be entitled to enter in separate agreements with the Purchaser/Allottees of different apartments in the building on terms and conditions decided by the Owner/Promoter in its sole discretion and shall without any delay or demur enroll the new Purchaser/Allottee as a member of the Association. The Purchaser/Allottee and / or the Association shall not claim any reduction in the Total Consideration and/ or any damage on the ground of inconvenience and / or nuisance or on any other ground whatsoever. Further, the Owner/Promoter shall not be liable to pay/contribute any amount on account of non- occupancy charges or any other charges/fund provided for under the bye-laws, rules and regulations or resolutions of the Association.

19. **DUTIES AND RESPONSIBILITIES OF THE OWNER/PROMOTER:**

- a) The Owner/Promoter shall, at its cost, be responsible to appoint an Architect/s, Engineers, Project Management Consultants and Contractors for construction, labour and equipment as required for the Project.
- b) The Owner/Promoter shall be responsible for preparing the working drawings and to make it available to the Purchaser/Allottee in the Project individually or to the Association of Allottees.
- c) The Owner/Promoter shall achieve Absolute Completion of the Project as per the agreed timeline and grace period if any, subject to conditions Force Majeure as defined in this Agreement.
- d) The Owner/Promoter shall enable the formation of an Association of Allottees, within a period of one year from the date of receipt of the Occupancy Certificate for the Project.
- e) The Owner/Promoter shall be responsible to obtain the Occupancy Certificate from the Bengaluru South City Corporation, Greater Bengaluru Authority and make it available to the Purchaser /Allottee post completion of the Project.
- f) The Owner/Promoter shall open and operate a Project Account as defined in this Agreement and utilize the amounts deposited therein in the mode and manner as prescribed under Section 4(2)(l)(D) read with its proviso as defined under RERA.
- g) The Owner/Promoter shall comply with all their obligations under RERA including that relating to compensation payable to

Purchaser/Allottee/Allottee/s in the Project accruing and arising out of any issues relating to construction and delivery of the Project on the Schedule A Property.

- h) The Owner/Promoter shall maintain all the common areas, amenities and facilities in the Project either by itself or through a maintenance agency appointed by the Owner/Promoter.
  - i) The Owner/Promoter or the maintenance agency shall have the exclusive right to fix and collect the monthly maintenance charges payable in advance as well as on a monthly basis and collect the monthly maintenance charges and also collect maintenance deposits from all the occupiers of Residential Apartments in the Project.
  - j) The Owner/Promoter shall have the right to avail financial assistance including overdraft facility from banks/financial institutions/ NBFCs against the security of the Saleable Area in the Project by the execution and registration of an equitable mortgage by deposit of the original title deeds of the Schedule A Property in their favour. Before the execution of the sale deed, the Owner/Promoter shall ensure that the Schedule B Property and the Schedule C Residential Apartment are free from all encumbrances and shall provide the Purchaser/Allottee documents including a Release Letter evidencing the same.
20. The decision of the Owner/Promoter in respect of the price of the Schedule B Property and the Schedule C Residential Apartment being constructed is final and binding on the Purchaser/Allottee. The Purchaser/Allottee shall be entitled to seek for the execution of the sale deed and handing over of the constructive possession of the Schedule B



Property and the vacant possession of the Schedule C Residential Apartment from the Owner/Promoter only on payment of the entire basic sale price and consideration, Additional Charges, Amenity Charges, Pass Through Charges and Other Charges.

21. The Owner/Promoter hereby agrees to indemnify and hold the Purchaser/Allottee harmless against any and all damages which directly arise out of, or result from or may be payable by virtue of (a) falsity, incompleteness, default, breach or inaccuracy of any of the representations or warranties provided by the Owner/Promoter; or (b) any default or breach by it of any or its covenants and obligations under this Agreement or (c) any defect in title of the Schedule A Property.
22. Any delay or indulgence by the Owner/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/Allottee shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee nor shall the same in any manner prejudice their rights to take such necessary legal steps in this regard.
23. The expenses relating to the registration such as Stamp Duty and registration fees etc., shall be borne by the Purchaser/Allottee only and the expenses relating to the assuring of a clear and marketable title to the Schedule B Property and the Schedule C Residential Apartment shall be borne by the Owner/Promoter only.
24. The Purchaser/Allottee shall be entitled to nominate and assign his/her/their/its rights under this Agreement in favour of any other person or persons on such terms and conditions as the

Purchaser/Allottee deems fit, which nomination shall be recognised by the Owner/Promoter.

25. The original documents of title relating to the Schedule A Property shall be kept in the custody of Owner/Promoter and shall be offered for inspection to the Purchaser/Allottee on their request and/or to banks, financial institution, etc., from whom the Purchaser/Allottee have sought for financial assistance subject to sufficient prior notice. However, once the Association of Allottees is formed, the original documents of title relating to the Schedule A Property shall be handed over to the Association of Allottees who shall keep the original documents in its safe custody and offer the same for inspection as and when required after receipt of sufficient notice from any or all of the owners of Residential Apartments in the Project. The Owner/Promoter has however on this day, handed over one set all the photocopies of the original documents of title relating to the Schedule A Property to the Purchaser/Allottee.
26. In addition to the other rights each of the parties herein have against the other relating to the matters mentioned above in this Agreement, each of the parties herein shall have the right to enforce specific performance of this Agreement against the other.
27. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Karnataka Real Estate

Regulatory Authority or such adjudicating officer appointed under the RERA.

28. Any dispute between the Parties which is outside scope of the RERA and the Rules, shall be referred to and be settled through arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 by an arbitrator mutually selected by the Parties. The dispute shall be adjudicated in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The seat and venue of arbitration shall be Bengaluru. The arbitration shall be conducted in English language.
29. Subject to Clause 24 above, the Courts at Bengaluru and the relevant appellate courts shall exercise relevant jurisdiction of any matter of disputes or differences that may arise out of or due to any of the terms of this Agreement.
30. Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

**a) In the case of notices and other communications to the Owner/Promoter:**

**RBD SHELTERS LLP**

Attention : Mr. Sai Jandhyala (Head- Finance & Accounts)

Address :No.682, 'TIARA',

9<sup>th</sup> A Main, 1<sup>st</sup> Stage, Indiranagar,

Bengaluru, Karnataka – 560 038.

Tel. No. : +91 80 42452399

E-mail : sai@roachlifescapes.com

**b) In the case of notices and other communications to the Purchaser:**

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days prior written notice.

**SCHEDULE A PROPERTY**

**ITEM NO.1:**

All that piece and parcel of undeveloped residentially converted land measuring an extent of about 20 guntas comprised in Sy.No.17/2 of Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District (converted as per Official Memorandum no.BDS.ALN.SR(SA):176/95-96, dated 25.07.1995 and corrected as per the Revised Official Memorandum dated 27.01.2023, issued by the Deputy Commissioner (Revenue), Bengaluru District, Bengaluru), presently coming

under the jurisdiction of the Greater Bengaluru Authority and bounded on the:

East by : Property in Sy.No.17/1 of Junnasandra Village;  
West by : Property bearing Block-I in Sy.No.17/2 of Junnasandra Village, Road;  
North by : Property bearing Block-II in Sy.No.17/2 of Junnasandra Village;  
South by : Property in Sy.No.18 of Junnasandra Village.

**ITEM NO.2:**

All that piece and parcel of undeveloped residentially converted land measuring an extent of about 20 guntas comprised in Sy.No.18/2 of Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District (converted as per Official Memorandum No.BDS.ALN.SR(SA):176/95-96, dated 25.07.1995 and corrected as per the Revised Official Memorandum dated 27.01.2023, issued by the Deputy Commissioner (Revenue), Bengaluru District, Bengaluru), presently coming under the jurisdiction of the Greater Bengaluru Authority and bounded on the:

East by : Property in Sy.No.18/1 of Junnasandra Village;  
West by : Property bearing Block-I in Sy.No.18/2 of Junnasandra Village,Road;  
North by : Property in Sy.No.17 of Junnasandra Village;  
South by : Property bearing Block-II in Sy.No.18/2 of Junnasandra Village.

**ITEM NO.3:**

All that piece and parcel of undeveloped residentially converted land measuring an extent of about 01 acre bearing comprised in Sy.No.17/2 of Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District (converted as per Official Memorandum No.BDS.ALN.SR(SA):176/95-96, dated 25.07.1995 and corrected as per the Revised Official Memorandum dated 27.01.2023, issued by the Deputy Commissioner (Revenue), Bengaluru District, Bengaluru), presently coming under the jurisdiction of the Greater Bengaluru Authority and bounded on the:

- East by : Property in Sy.Nos.17/4 and 17/1 of Junnasandra Village;
- West by : Property bearing Block-I in Sy.No.17/2 of Junnasandra Village, Road;
- North by : Property in Sy.No.17/3 of Junnasandra Village;
- South by : Property bearing Block-III in Sy.No.17/2 of Junnasandra Village.

**ITEM NO.4:**

All that piece and parcel of undeveloped residentially converted land measuring an extent of about 01 acre comprised in Sy.No.18/2 of Junnasandra Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru District (converted as per Official Memorandum no.BDS.ALN.SR(SA):176/95-96, dated 25.07.1995 and corrected as per the Revised Official Memorandum dated 27.01.2023, issued by the Deputy

Commissioner (Revenue), Bengaluru District, Bengaluru), presently coming under the jurisdiction of the Greater Bengaluru Authority and bounded on the:

- East by : Property in Sy.No.18/1 of Junnasandra Village;
- West by : Property bearing Block-I in Sy.No.18/2 of Junnasandra Village, Road;
- North by : Property bearing Block-III in Sy.No.18/2 of Junnasandra Village;
- South by : Property in Sy.No.19 of Junnasandra Village.

### **COMPOSITE PROPERTY:**

The land enumerated under Item No. 1 to 4 above together form one composite block of residentially converted lands, totally measuring an extent of 3 acres (exclusive of 6 guntas of Kharab land comprised therein), bearing composite BBMP Khata No.2799/Sy.No.17/2,18/2, of Ward No.150, Marathhalli BBMP/GBA, assigned with E-Aasthi No. 5584676194 by the then BBMP confirming the total extent of the Schedule A Property to 12140.56 sq.mtrs., or about 130680 sq.ft., and bounded on the:

- East by : Property in Sy.Nos.17/1, 17/4 and 18/1 of Junnasandra Village;
- West by : Junnasandra – Halanayakanahalli Main Road;
- North by : Property in Sy. No. 17/3 of Junnasandra Village;
- South by : Property in Sy. No. 19 of Junnasandra Village.

### **SCHEDULE B PROPERTY**

\_\_\_\_\_ % undivided share, right title and interest in the land comprised in the Composite property described under the Schedule A Property above measuring \_\_\_\_\_ sq. ft. in an undivided state.

### **SCHEDULE C RESIDENTIAL APARTMENT**

**Residential Apartment bearing No.\_\_\_\_\_ with \_\_\_BHK** allotted by the Owner/Promoter located on the \_\_\_\_\_ floor of **Tower A/B/C** in the residential building complex known as “**ROACH CICADA**” being developed on the Schedule A Property measuring a carpet area of about \_\_\_\_\_ sq. ft., and a super built up area of \_\_\_\_\_ sq. ft., as per the floor plan attached under Annexure A to this Agreement with \_\_\_\_\_ sq. ft., of **Exclusive Balcony Area/Exclusive Verandah Area** lying appurtenant to the Schedule C Residential Apartment, and the proportionate share in the Common Areas, and the exclusive right to use and enjoy \_\_\_\_\_ (\_\_\_) **number of covered car** parking spaces in the **basement** \_\_\_ specifically earmarked for the sole use and enjoyment of the Purchaser/Allottee herein as one composite immovable property.

### **SCHEDULE – D : RIGHTS & OBLIGATIONS OF THE PURCHASER/ALLOTTEE**

#### **RIGHTS OF THE PURCHASER/ALLOTTEE**

(Details of the rights to the Common Areas, passages, amenities and services conferred on the Purchaser/Allottee herein and the other purchasers of Residential Apartments in the Project)

1. Rights and liberty for each owner of the Residential Apartments and all persons authorized or permitted by the other owners of buildings (in common with all other persons entitled), permitted or authorized to the like rights at all times by day or by night, and for all purposes to



go, pass and repass the staircase and the passage inside and outside the residential apartment building constructed on the Schedule A Property. The Purchaser/Allottee of other Residential Apartments in the Project shall have equal rights to all common amenities and facilities built or provided for in the Project except the earmarked car parking spaces, allotted to others with restrictive covenants. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/underground water tanks, etc. The Common Areas as defined in the Project will be held by all the owners of Residential Apartments in the Project as co-owners each having an undivided share therein as per the terms and conditions of the Agreement to be used by all of them jointly and in common, and none of the owners/occupants of the Residential Apartments in the Project shall place any obstructions or store or keep any articles in the Common Areas.

2. Right to free and uninterrupted passage of running water, soil, gas, electricity from and to the construction through the sewers, drain and watercourses, cables, pipes and wires at any time hereinafter passing through the building or any other part thereof. The Purchaser/Allottee shall have the right to free and uninterrupted passage of water, gas electricity, sewerage etc., from and to their Residential Apartments through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which may at any time hereafter be in, under or passing through the Building/s or any part thereof or by the Schedule A Property. The Purchaser/Allottee shall also have the right to lay cables or wires for Radio, Television, Telephone and such other installation, in any part of the Schedule C Residential Apartment for his/her/its professional/business use however, recognizing and

reciprocating such rights of the other owners of Residential Apartments in the Project.

3. Right to passage for each owner of a Residential Apartment and his agents or workmen to other parts of the building at all reasonable times including the area on which the water tanks are situated for the purposes of cleaning or repairing or maintaining the same. The Purchaser/Allottee shall have the right of entry and passage for the Purchaser/Allottee and/or its 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 Residential Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owners/occupiers of Residential Apartments in the Project and making good any damage caused to such other owners/occupiers of Residential Apartments in the Project.
4. Right to passage for each owner of a Residential Apartment and other owners of Residential Apartments and his agents or workmen to the other parts of the buildings at all reasonable times, on notice to enter in or upon other parts of the buildings for the purpose of repairing, cleaning, maintaining or renovating and causing as little disturbance as possible and making good any damage.
5. Right to lay cables or wires through common walls, ducts or passages for telephone installations/ data cables / DTH etc., however, respecting the equal rights of others in respect of the same.
6. Right of the owners of Residential Apartments, their servants, workmen and others at all reasonable times on notice to enter into or

upon other parts of the building/s for the purpose of repairing, maintaining, renewing, altering or rebuilding the construction referred to in Schedule A above or any part of the building giving subjacent and lateral support, shelter or protection to the Schedule C Residential Apartment on normal working hours in a day.

7. The right to do all or any of the acts mentioned in Clause 6 above without any notice in the case of emergency.

### **OBLIGATIONS OF THE PURCHASER/ALLOTTEE**

1. The Purchaser/Allottee hereby undertake/s to join in the execution and registration of a Deed of Declaration under the provisions of the Karnataka Apartment Ownership Act 1972 and become a member of an Association of Allottees and abide by its rules and regulations in order to ensure that in respect of common amenities all expenses like repairs and maintenance, insurance, fees, corporation taxes, levies, electricity and water charges, deposits with Electricity Board, Water Supply and other departments are met proportionately and for this purpose to introduce suitable conditions and stipulations in its bye-laws, rules and regulations. Such an association as and when formed also be responsible for taking the necessary steps and precautions to ensure safety of the common amenities and facilities including the provision of firefighting equipment etc.
2. The Purchaser/Allottee or his/her/their authorise hereby shall not keep, store, dump, any material, equipment, debris, etc., in any of the project area including the common areas, corridors, basements, terrace area, etc., of the project.

3. MAINTENANCE OF THE SAID BUILDING / APARTMENT / COMMON AREAS /AMENETIES/ PROJECT:

- a) The Owner/Promoter shall be responsible to provide and maintain essential services in the Project for a maximum period of 1 (one) year from the date of completion of the Project or till the taking over of the maintenance of the project by the association of the allottees, whichever is earlier, upon the issuance of the occupancy certificate of the project.
- b) The estimated maintenance charge has been arrived at, on the basis of prevailing minimum wages, statutory charges, levies, etc. Any revision in the minimum wages, statutory charges, levies, etc., or introduction of new charges, levies etc., shall lead to an immediate revision to the estimated maintenance charges levied on the Association and any such revision will be intimated to the Allottee Association along with the Letter of Possession and any such increase in maintenance charges shall be collected from the Allottee prior to handover of possession of the Apartment.
- c) The Purchaser/Allottee is required to execute an independent maintenance agreement with the Owner/Promoter or its nominated maintenance agency prior to handover of possession of the Apartment. The rights, duties and obligation of maintenance of the building, apartment, common areas and amenities provided in the Project may be captured in the said maintenance agreement (Maintenance Agreement). The Purchaser/Allottee agrees that the Owner/Promoter shall deduct the monthly maintenance charges and that the Owner/Promoter shall be entitled to immediately withdraw from the Maintenance Services, in the event that 10% of the Allottees /co-owners of the Schedule A property refuse to sign the Maintenance. During the period of maintenance, any capital expenditure for providing

additional amenities shall be borne by the Owner/Promoter from and out of the Contingency fund with the consent of the Association of Allottee.

- d) The capital expenditure spent from and out of the Contingency Fund shall be replenished by raising pro-rata demand and collection from each Purchaser/Allottee, if the Purchaser/Allottee defaults in making the proportionate Contingency Fund, the Promoter shall be entitled to collect interest for the payments due.
- e) Subsequent to the taking over of maintenance by the Association, the Purchaser/Allottee shall continue to pay to the Association all costs, charges, expenses, relating to the management, maintenance and upkeep of building, apartment, common areas and common facilities/amenities on pro-rata basis or in another manner as deemed fit by the Association. The Owner/Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.
- f) It is specifically agreed by the Purchaser/Allottee that the Purchaser/Allottee shall pay his/her pro-rata maintenance charges for the building, apartment, common areas, common amenities/facilities in the Project in time and without any delay and in the event of the Purchaser/Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Purchaser/Allottee may be deprived of his/her rights to enjoy the common facilities and amenities.
- g) The Purchaser/Allottee agrees that a sum, as mentioned in Annexure C, paid towards Contingency Fund, to be utilized for major expenditure in the maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid by the Purchaser/Allottee to the Owner/Promoter at the time of handing

over possession of the Schedule C Residential Apartment. On completion of the maintenance period referred in this Agreement, the Owner/Promoter shall transfer this amount after deducting any expenditure incurred for the maintenance of the building; and without any interest, to the Association/Society to be formed by all of the Purchaser/Allottees of apartments in the Project.

- h) The Schedule 'A' Property is located in an area where there is no provision for supply of water by the appropriate authorities concerned nor there is provision for municipal sewer lines and the Owner/Promoter does not take any responsibility for obtaining such water and sewerage connections with regard to the Schedule 'A' Property.
- i) Supply of water during the first year maintenance period shall at be the additional cost of the Purchaser/Allottee. As and when the appropriate authority provides water and sewerage connection in the area, the Purchaser/Allottee and the Purchaser/Allottee of the other Apartments in the Project shall obtain the said connections at his/her own cost. The Owner/Promoter shall provide Sewerage Treatment Plant (S.T.P) and Water Treatment Plant (W.T.P.) as a common facility for the proposed co-owners of the Schedule 'A' Property which shall be maintained as a common property by all the co-owners of the Schedule 'A' Property after the same is handed over by the Owner/Promoter to the Association to be formed by the co-owners of the Schedule 'A' Property.
- j) Common area maintenance charges does not include the Water, Electricity charges, DG charges, the Purchaser/Allottee shall be liable to pay as per the bill generated, .

#### **4. PROPERTY TAXES AND KHATA:**

The Owner/Promoter shall pay Municipal taxes and other rates and outgoings on the Schedule B Property and the Schedule C Residential Apartment up to the date of issuance of a notice of completion. The Purchaser/Allottee of apartments in the Project shall be liable to pay the Municipal Taxes from the said date for the Schedule B Property and the Schedule C Residential Apartment. Upon completion of the construction, the Schedule C Residential Apartment will be separately assessed for municipal property taxes. The Purchaser/Allottee shall be liable to pay the municipal property taxes accordingly. The Purchaser/Allottee agree/s to pay the Owner/Promoter, the service charges and fee that are necessary for securing separate assessment for the Schedule C Residential Apartment and for transfer of Khata in the name of the Purchaser/Allottee, if they utilize the Owner/Promoter's assistance and such amount shall be intimated to the Purchaser/Allottee before availing the services of the Owner/Promoter and the Purchaser shall pay such amount in advance to the Owner/Promoter. The Purchaser/Allottee agree/s and undertake/s to pay all government rates and taxes on land, municipal tax, property taxes, wealth tax, taxes/ fees/ levies of any kind, by whatever name called, whether levied or leviable now or in future or any enhancement of the prevailing rates by any Government Authority on the said Building and/or the said land as the case may be, in case assessable or applicable from the date of the Application and the same shall be paid on pro-rata basis and the determination of proportionate share shall be decided by the Owner/Promoter and demand thereof shall be final and binding on the Purchaser/Allottee.

5. The Purchaser/Allottee is/are entitled to secure the Khata of the Schedule C Residential Apartment on purchase at his/her/their cost from the jurisdictional authority and Owner/Promoter agree to sign necessary consent letters, NOC's, etc., for the same. In the event of any demand for payment of betterment charges for securing transfer of Khata, or other charges if any, the Purchaser/Allottee agree/s to pay the same in respect of the Schedule C Residential Apartment. The Owner/Promoter has agreed to assist the Purchaser/Allottee on request in respect thereto on payment of service charges as agreed to between them for the said purpose.
6. The Purchaser/Allottee in proportion to his /her/their share of carpet area in the Project contained in the Schedule C Residential Apartment along with other Purchasers/Allottees in proportion to their share of carpet area in the Project purchased/to be purchased by them in the Project have accepted the following conditions and have agreed to fulfill the obligations mentioned below and contracted to bear the following common expenses:
  - a. The Purchaser/Allottee, from the date the Schedule C Residential Apartment is handed over or such other date as the Owner/Promoter may appoint, shall be liable to proportionately share and pay for the common area maintenance expenses incurred by the Builder or the Maintenance Agency appointed by the Builder for maintenance of all the common areas and facilities in the Project. The Purchaser/Allottee shall duly pay the propionate share of costs and expenses as mentioned below from the date of receipt of the intimation from the Owner/Promoter, that the Schedule C Residential Apartment is ready for taking



possession. The below said amounts shall be paid by the Purchaser/Allottee without raising objections thereto regularly or punctually to the Maintenance Agency/Owner/Promoter as the case may be.

- b. Proportionate share of costs and expenses including the incidental charges and the deposits payable to Electricity Board, Water Supply and Sewerage Board towards the electrical, water and sanitary connections, service charges, utility charges, amenity charges, proportionate cost of captive power utilized for the generator, other taxes, levies, property tax, expenses incurred for property tax assessment, GST and any other taxes at the rates in force as fixed by the statutory authority/ies responsible for collection of the same from time to time in respect of the Schedule C Residential Apartment.
- c. Maintenance deposits and/or charges and the taxes levied thereon as fixed by the Owner/Promoter from the date of completion of construction of the residential apartment buildings on the Schedule A Property as certified by the Project Architect.
- d. Expenses towards insurance, routine maintenance and upkeep of common amenities and facilities and expenses incurred towards painting, white washing, cleaning etc., of the common areas in the Project.
- e. Maintenance, upkeep and insurance of lifts, pump sets and other machineries and equipments, sanitary and electrical lines and the taxes levied thereon common to the building.
- f. Payment of the electrical and water charge for common services.

- g. Replacement of bulbs and electrical fittings in corridors and common passages and lobbies.
  - h. Expenses incurred towards the services provided by watchmen, lift-operators, pump-operators, gardener, estate manager, house keeping persons, electricians, plumber and other security personnel and other personnel. Till such time the Association of Allottees is formed and registered, the services mentioned above will be carried out/rendered by the Owner/Promoter and thereafter, the decision taken by the majority of the Purchaser/Allottee/Allottee/s and the interpretation of the clauses given by the majority of the Purchaser/Allottee/Allottee/s shall prevail over the views/interpretations of individual or minority of the Purchaser/Allottee/Allottee/s.
7. No individual Purchaser/Allottee shall refuse to pay towards the maintenance of common amenities, facilities and services and/or repairs to and replacement of machinery employed for operating the common amenities whether or not they make use of such amenities or facilities or services.
8. Should the Purchaser/Allottee default in making payments due for any expenses relating to maintenance of the Common Areas in the Project, the Owner/Promoter or the Maintenance Agency appointed by the Owner/Promoter shall have the right to remove such common benefits or amenities, facilities, services including electricity and water connection provided for the use and enjoyment of the Purchaser/Allottee.

9. Not to interfere with, disrupt or damage the pipes, cables, water lines or any other equipment meant for the common use of the owners of Residential Apartments in the Project laid or passing through at any time or in any manner whatsoever.
10. Not to change the landscape already designed and implemented by the Owner/Promoter.
11. The Purchaser/Allottee shall maintain at their cost the Schedule C Residential Apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Bengaluru South City Corporation, Greater Bengaluru Authority or any duly constituted planning authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in the Sale deed, from the date of execution of the sale Agreement and/or handing over possession of the Schedule C Residential Apartment, whichever is earlier.
12. The Purchaser/Allottee shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other owners of Residential Apartments in the Project and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other owners of the Residential Apartments the cost of maintaining and repairing all common amenities such as common accesses staircases, lifts generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the

Association to be formed by or among the owners of the Residential Apartments in the building.

13. That the Purchaser/Allottee further agrees that only after receiving the Occupancy Certificate from the Bengaluru South City Corporation, Greater Bengaluru Authority, vacant possession of the said Schedule C Residential Apartment shall be delivered to the Purchaser/Allottee.
14. The Purchaser/Allottee shall permit the Owner/Promoter and/or the Maintenance Agency or the Association of Allottees with or without workmen at all reasonable times to enter into and upon the Schedule C Residential Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or use for said Residential Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Schedule C Residential Apartment as the case may be who have defaulted in paying the monthly maintenance and other charges.
15. The Purchaser/Allottee shall be responsible for cleanliness and upkeep of the Common Areas and shall not allow littering; dirtying overgrowing grass and the Maintenance Agency or the Association of Allottees shall have the right to impose fines and penalties on the Purchase in case of breach in this regard.
16. The Purchaser/Allottee hereto agrees that the rights along with the restrictions and obligations as agreed and contained in this Agreement

shall form a part of all agreements entered into with any subsequent Purchaser/Allottee of individual Residential Apartment in the Project.

17. The Purchaser/Allottee shall co-operate with the other owners and/or Occupants of Residential Apartments in the Project and the Owner/Promoter in the management and maintenance of the Common Areas in the Project.
18. The Purchaser/Allottee shall observe the rules and byelaws framed from time to time by the Association of Allottees and the circulars/ notices issued by the Association of Allottees relating to the maintenance and upkeep of all the Common Areas, amenities and facilities in the Project.

**SCHEDULE – E : RESTRICTIONS ON THE RIGHTS OF THE PURCHASER/ALLOTTEE AND OTHER PURCHASER/ALLOTTEE OF RESIDENTIAL APARTMENT/S IN THE PROJECT:**

Each owner of a Residential Apartments in the Project so as to bind himself/ herself/ itself/themselves to his/her/their/its successors, executors, administrators, legal representatives and assignees with the intention of promoting and protecting his rights and interests as the owner of the construction referred to in the Schedule A above and in consideration of covenants of each owner of a Residential Apartment in the Project binding on the other owners of Residential Apartments in the Project agree to be bound by the following covenants.

1. Not to raise any construction in addition to that mentioned in the Schedule C above.

2. Not to use or permit the construction referred to in Schedule C above in a manner which would diminish the value or utility in the property described in Schedule A above or any construction made thereon.
3. Not to use the Common Area in the Project for parking any heavy vehicles or to use the same in any manner which might cause hindrance for free ingress or exit from any part of the Project.
4. Not to default in the payment of her/his share of any taxes or levies or expenses to be shared by all the owners of the Residential Apartments in the Project in respect of the Common Areas.
5. Not to decorate the exterior of the Schedule C Residential Apartment otherwise than in a manner agreed to by the other owners of the Residential Apartments in the Project or by the of Allottees as and when formed.
6. Not to cause change / modification in elevation of the residential apartment building/s being constructed on the Schedule A Property.
7. Not to make any arrangement for the maintenance of the residential apartment building being constructed on the Schedule A Property other than those agreed to by all other owners of Residential Apartments and in the event of failure of all the owners agreeing to any arrangement, by the majority of the owners.
8. The parking space allotted for any Purchaser/Allottee of a Residential Apartment in the Project in the Basement or uncovered and unenclosed car parking space/s situated in the open areas of the Project shall be used for parking their cars respectively by him/ them or their duly authorized servants and shall not be used for any other purpose. The other owners of the Residential Apartments who have not been

allotted parking space/s in the Basement or uncovered and unenclosed car parking space/s situated in the open areas of the Project shall not park their cars in the Basement or uncovered and unenclosed car parking space/s situated in the open areas of the Project and the parking space/s earmarked for the Schedule C Residential Apartment. The car parking spaces in the Basement or uncovered and unenclosed car parking space/s situated in the open areas of the Project allotted for any owner/ occupant of a Residential Apartment in the Project:-

- (i) Shall not be conveyed to any outsider who does not own a Residential Apartment in the Project.
  - (ii) Shall not be used by any person/s to reside therein.
  - (iii) Shall not be used by any person/s to store material or equipment therein.
  - (iv) Shall not be used by any person/s to park more than one single car in the car parking slot, unless it has been clearly allotted as a double or linked car park.
  - (v) Shall not be used by any person/s to park his/her car/s on the pathway or open spaces or the Basement of the Project or at any other place except the space allotted to him or her.
9. Not to seek change of name of the Project being constructed on the Schedule A Property which has been named as “**ROACH CICADA**” by the Owner/Promoter.
10. Not to damage or demolish or cause to be damaged or demolished, the Common Areas or any part thereof in the Project or the fittings and fixtures affixed thereto.

11. Every Purchaser/Allottee shall use the passenger lifts provided for in the Project to be developed on the Schedule A Property for the transport of passengers only and no heavy goods or luggage will be transported there under, for which separate lifts will be provided for in the Project.
12. Not to do or cause anything to be done in or around the Schedule C Residential Apartment or any portion thereof which may cause or tend to cause or tantamount to cause or effect any damage to the flooring or ceiling or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
13. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
14. Not to store or bring and allow to be stored in the Schedule C Residential Apartment or any portion thereof any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
15. Not to use or allow to be used, the Schedule C Residential Apartment or any portion thereof for any noisy, offensive or dangerous trade or pursuit or for any purpose which may or is likely to cause nuisance or annoyance to the other owners and occupants of Residential Apartments in the Project and shall not allow or permit the use of the Schedule C Residential Apartment as a boarding house or a meeting place or for commercial /industrial activities or for any illegal or immoral purpose whatsoever.



16. Not to do any act or thing that may adversely affect the aesthetic appearance/ beauty of the Schedule C Residential Apartment or the residential apartment building/s being constructed on the Schedule A Property.
17. Not to close or permit the closing of verandah's or balconies exclusively allotted for the use and enjoyment of the Purchaser or lobbies and other common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah's, lounges or any external walls or the fences of external doors and windows including grills of the Schedule C Residential Apartment which in the opinion of the Owner/Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Owner/Promoter may affect the elevation in respect of the exterior walls of the residential apartment building/s being constructed on the Schedule A Property
18. Not to install grills in the Schedule C Residential Apartment, the design of which has not been approved by the Architect/s of the Project.
19. The Purchaser/Allottee shall not put up any hoarding, name plates sign-boards, graffiti etc., in any place other than that demarcated and allotted by the Owner/Promoter or Managing Committee of the Association of Allottees as and when formed.
20. The occupants of the Residential Apartments in the Project shall maintain privacy as far as possible and shall not trespass into mutually allotted premises. The movement into each of the premises can be regulated by the Owner/Promoter in the interest of all the occupants.
21. Not to do, or permit to be done, any act or thing which may render void, or make voidable, any insurance taken in respect of any common

amenities in the Project or cause increased premium to be payable in respect thereof.

**IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.**

<b><u>OWNER/PROMOTER</u></b> For RBD SHELTERS LLP          ( ) Authorized signatory/Designated Partner	<b><u>PURCHASER</u></b>          ( )
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**WITNESSES:**

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**Annexure-A**

**Floor Plan of the Schedule C Residential Apartment**

**Annexure-B**  
**Specifications of Construction**

**Annexure-C**

**Schedule of Payment of Sale Price and Consideration, Additional  
Charges, Other Charges and Pass through Charges**

Sl. No.	Milestones	Percentage (%)	Amount
1	Initial Booking amount:		5,00,000
		(including booking amount)	
2	Within 30 days of booking	9.9	
3	Within 45 days of date of booking	10.1	
4	On completion of foundation/footage work	10	
5	On initial plinth level work	10	
6	On completion of 1st floor Slab	10	
7	On completion of 3rd floor Slab	10	
8	On completion of 5th floor Slab	10	
9	On completion of 7th floor Slab	5	
10	On completion of 9th floor Slab	5	
11	On completion of terrace floor Slab	5	
12	On Initiation of internal plastering	5	
13	On Initiation of flooring	5	
14	On Registration	5	
	Total payment	100	