

-- March 2020

THIS AGREEMENT is executed on this **March 2020**

BETWEEN, **M/s. RIVIERA CONSTRUCTIONS PVT.LTD.**, a Company duly registered with the Registrar of Companies under Certificate of Incorporation bearing no. 24-01994 of 1995, holder of PAN AACCR8764R, represented by its Chairman and Managing Director, **MR. AGNELO M. BRAGANCA**, son of late Assuncao de Braganca, unmarried, businessman, 67 years of age, holder of PAN ACUPB4288K, Indian National, resident of House No.149, Gaunsavaddo, Mapusa, Bardez, Goa, by virtue of a resolution of its Board of Directors dated 02.03.2020 bearing no: RC/GC/21089, hereinafter called the **VENDOR** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its representatives, executors, administrators and assigns) of the **FIRST PART** (1) -----, --- years of age, ----- (status), -----(occupation), son of -----, Indian National, -, holder of PAN -----, hereinafter resident of ----- called **THE PURCHASERS /SECOND PARTY** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their representatives, executors, administrators and assigns)of the **SECOND PART**.

WHEREAS property known as "Gorbata" or "Gharbhatt" or "Cristovam Dias" admeasuring 1,700 sq. mtrs having therein a

residential house bearing house no. 1258(1275 old) situated at Bamonvaddo, Siolim, Village Panchayat of Siolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is described in the Land Registration Office in its under number 37318 of Book B 95 (New) at page 188 forming a distinct and separate part of the larger property described under 3535 of Book B 10 New, enrolled in the Revenue Office for Matriz Predial under no. 357 of the 3rd circumscription, which part is surveyed in the Old Cadastral survey under no. 1380 corresponding surveyed for Record of Rights under Survey no. 52/19 of the Revenue Village of Siolim.

AND WHEREAS the said property belonged originally to Joao Jose Fernandes alias John Joseph Fernandes, having purchased the same by Deed of Sale executed on 18th September 1944 duly recorded at page 50 onwards of Book No. 427 in the books of the then Notary Public Adv. Jose Joaquin Filipe Pinto de Menezes of Mapusa, Bardez Goa.

AND WHEREAS on the purchase, the said property was described in the Land Registration Office under number 37318 of Book B 95 (New) at page 188 forming a distinct and separate part of the larger property described under 3535 of Book B 10 New and was inscribed under number 33005 of Book G 37, at page 118 in the name of the said Joao Jose Fernandes.

AND WHEREAS the said Joao Jose Fernandes alias John Jose Fernandes was married to Ana Regina Fernandes.

AMD WHEREAS the said Joao Jose Fernandes and his wife Ana Regina Fernandes, in their lifetime, gifted the said property by Deed of Gift dated 28th October 1970 registered with the Sub-Registrar of Bardez at Mapusa to their three sons, Mr. Paulo Francisco Fernandes alias Paul Francis

Fernandes married to Mrs. Intermiana Josefa Fernandes alias Juliana Fernandes, Mr. Jose Maria Fernandes, alias Joseph Maria Fernandes married to Mrs. Santana Filomena Marcelina Fernandes, and Mr. Aleixo Rafael Fernandes alias Alex R. Fernandes, married to Mrs. Lucia Piedade Tecla Fernandes alias Tecla Fernandes herein referred to as "THE ERSTWHILE OWNERS" reserving for themselves the usufructuary rights.

AND WHEREAS the said Joao Jose Fernandes and his wife Ana Regina Fernandes died on 18.03.1984 and 26.12.1986 respectively.

AND WHEREAS on the death of the said Joao Jose Fernandes and his wife Ana Regina Fernandes, the usufructuary rights were therefore extinguished.

AND WHEREAS the said property was subject to Inventory Proceedings no: 113/2018/A Before the Hon'ble Civil Judge Senior Division "A" Court at Mapusa on the death of the said Joao Jose Fernandes and his wife Ana Regina Fernandes, wherein it was described as item no: 1 in the Description of Assets.

AND WHEREAS in the said Inventory Proceedings, by the Chart of Allotment finalized on 30.10.2019, the said property was allotted to the erstwhile owners abovenamed.

AND WHEREAS the erstwhile owners at serial no. 1, 3 and 5 are married to the erstwhile no. 2, 4 and 6 respectively and being from Goa, presumably, under the system of communion of assets.

AND WHEREAS the erstwhile owners were therefore the owners in possession of the said property.

AND WHEREAS the erstwhile owners, by a Sale Deed executed on 30.12.2019 and registered under no: BRZ-1-4213-2019 with the Civil Registrar cum Sub Registrar of Bardez at Mapusa sold a plot of land having an area of 1,031 square meters of the said property out of the said entire property to M/s Riviera Constructions Pvt. Ltd., the vendors herein, which plot of land comprises the eastern part of the said entire property and the said eastern part is more particularly described as an independent plot in Schedule IA herein under; and herein referred to as THE SAID FIRST PROPERTY.

AND WHEREAS the sale of the said first property was approved by the Town and Country Planning Department by their approval under Ref. No. NOC/49(6)/785/SIO/TCP/19/5190 dated 19.11.2019.

AND WHEREAS the Vendors herein are thus the absolute owners of the said First Property described in Schedule IA hereinunder written.

AND WHEREAS the property known as Kher situated at ward Ramonvaddo, Village of Siolim, Taluka and sub-District of Bardez, District of North Goa, State of Goa, not known to be described in the Land Registration Office nor enrolled in the Revenue Office for Matriz Predial, surveyed for record of rights under survey number 52/15 of Siolim, admeasuring 1775 square metres and 52/16 admeasuring 50 square metres, totally admeasuring 1825 square meters, more particularly described at Schedule IB, and herein referred to as THE SAID SECOND PROPERTY, belonged to Mr. Paul Apollinaris Lobo alias Paul Lobo, his wife Mrs. Vanita Ramchandra Dethé alias Vanita Lobo, of Calangute, Bardez, Goa.

AND WHEREAS the said second property with the dilapidated house situated therein originally belonged to

Olinda Lobo alias Maria Cecilia Olinda Lobo alias Maria Cecilia Lobo and her husband Benedict Paulo Lobo alias Benedict Thomas S. Lobo alias Benedict Lobo alias Benny Lobo, both of whom are deceased having died on 04/08/2006 and 12/03/2004 respectively leaving behind as their exclusive heirs two sons, viz. by name 1) Paul Apollinaris Lobo alias Paul Lobo married to Mrs. Vanita Ramchandra Dethé alias Vanita Lobo, under system of communion of assets in Goa, and 2) Elizeo Lancelat Lobo alias Elizeo Lancelot Lobo.

AND WHEREAS the said Elizeo Lancelat Lobo alias Elizeo Lancelot Lobo, alias Lancy Lobo died on 15/02/2016 as a bachelor without any descendants or ascendants' and leaving behind as his collateral and only heir his brother the said Paul Apollinaris Lobo alias Paul Lobo married to Mrs. Vanita Ramchandra Dethé alias Vinita Lobo alias Vanita Lobo, who are thus the exclusive owners in possession of the said second property.

AND WHEREAS the said Paul Apollinaris Lobo and his wife Vanita Lobo (hereinafter referred to as THE OWNERS) by an Agreement of Sale dated 10th August 2017, agreed to sell the said second property to the said M/s Riviera Constructions Pvt.Ltd., subject to conducting an Inventory Proceedings on the death of the said Olinda Lobo alias Maria Cecilia Olinda Lobo alias Maria Cecilia Lobo and her husband Benedict Paulo Lobo alias Benedict Thomas S. Lobo alias Benedict Lobo alias Benny Lobo and their bachelor son Elizeo Lancelat Lobo alias Elizeo Lancelot Lobo, alias Lancy Lobo.

AND WHEREAS the said Inventory Proceedings bearing no. 339/2017/C on the death of the said Olinda Lobo alias Maria Cecilia Olinda Lobo alias Maria Cecilia Lobo and her husband Benedict Paulo Lobo alias Benedict Thomas S. Lobo alias Benedict Lobo alias Benny Lobo and their bachelor son Elizeo Lancelat Lobo alias Elizeo Lancelot Lobo, alias Lancy Lobo were instituted in the Court of the Civil Judge Senior Division of Bardez at Mapusa.

AND WHEREAS in the said Inventory Proceedings bearing no. 339/2017/C the said second property was listed or described under item no.1 and was allotted to the owners by final Order dated 29th August 2017 passed by the Civil Judge Senior Division "C" Court at Mapusa.

AND WHEREAS on disposal of the said inventory proceedings, M/s Riviera Constructions Pvt.Ltd., the Vendor herein, published a public notice dated 28.09.2017 in the local newspapers THE NAVHIND TIMES and O HERALDO, calling for objections, if any, for sale and purchase of the said Second Property, from the public in general but no person filed any objections in pursuance of the said public notices claiming any right to the said second property.

AND WHEREAS the owners by a Sale Deed executed on 5.9.2018 and registered under Book-I Doc.Reg.no.BRZ-BKI-03946-2018, CD NO.BRZD803 dated 5.9.2018 with the Civil

Registrar cum Sub Registrar of Bardez at Mapusa, sold the said second property to the Vendor.

AND WHEREAS the Vendors thus became the absolute owners in possession of the said Second Property described in Schedule IB.

AND WHEREAS the Vendors are therefore the absolute owners in possession of the properties described in Schedule I A and I B hereinafter written, and both the properties together referred to as THE SAID PROPERTY.

AND WHEREAS the said properties described in Schedule IA and IB are adjoining each other.

AND WHEREAS the Vendor is entitled to develop the said property by constructing thereon building or buildings / villas for sale to third parties.

AND WHEREAS the said Vendor / Developer has evolved a scheme to develop the said property.

AND WHEREAS the Vendor is proposing to acquire / acquired additional properties for the purpose of Second and Third Phases in the said Complex known as "RIVIERA SUBLIME" and all the Phases together shall constitute the Complex.

AND WHEREAS the Complex in the said property and around it in phases shall be known as "RIVIERA SUBLIME".

AND WHEREAS the Phase I of the development in properties bearing survey no: 52/20 and 53/17 of Siolim is now complete.

AND WHEREAS the development in the said property more particularly described in Schedule IA and IB hereinafter written shall be referred to as Phase II of Riviera Sublime.

AND WHEREAS the facilities for the said "RIVIERA SUBLIME" Complex shall be enjoyed in common.

AND WHEREAS the facilities for the said "RIVIERA SUBLIME" Complex shall be enjoyed in common by the owners of the built up area in all the Phases as and when the Phases are completed.

AND WHEREAS the Vendors on purchase of the said property described in Schedule I hereinafter written, obtained a sanad for conversion of the land for non agricultural use bearing Ref. no. 4/366/CNV/AC-III/2018/308 dated 28.2.2020.

AND WHEREAS the said Vendors secured an approval from Town and Country Planning Department for development of the said property vide Order bearing Ref.no.TPB/5867/SIO/TCP-2020/574 DATED 3.2.2020, with Reference Inward no.6199 dated 19.11.2019.

AND WHEREAS the Village Panchayat on the basis of above referred to Town and Country Planning Department has granted construction license dated 7.3.2020 bearing construction license no.VP/S.M/19-20/BAR/30/2953 permitting the Vendors to construct buildings as approved by the said license.

AND WHEREAS the PURCHASERS have approached the Vendor / Developer expressing his/her/their willingness to purchase a Apartment complete in all respect in the said Phase I and more particularly identified in Schedule II hereunder written and hereinafter referred to as the SAID PREMISES to be constructed in the said property more particularly described in schedule IA and IB hereunder written.

AND WHEREAS the purchasers have agreed to pay for the said premises more particularly described in schedule II hereunder written as well as towards the value/cost of the undivided proportionate right in the said plot described in schedule I hereunder written and accruing to the said premises and all the taxes including Goods and Service Tax, Vat and other local and central taxes as may be applicable

and payable by the purchaser from time to time until the delivery of possession of the said premises and / or execution of the Deed of Sale in favour of the purchaser.

AND WHEREAS the Purchasers have agreed to pay the said consideration as detailed in Schedule III hereinafter written.

AND WHEREAS the specifications for the construction of the said premises are shown in Schedule VI hereinafter written, and the other details of the transaction are shown in Schedule V hereinafter.

AND WHEREAS the parties have agreed to enter into an agreement for sale of the said premises more particularly described in Schedule II hereinafter written and proportionate undivided right to the said property wherein it is constructed which shall be a part of the complex known under the name and style of "**RIVIERA SUBLIME**".

AND WHEREAS the Vendor proposes development in further Phases in adjoining properties which are under negotiations for purchase thereof by the Vendors from the Owners of the said properties.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS

UNDER:

1. That in consideration of payment of the total sum / amount shown in Schedule III hereunder written, payable by the **PURCHASERS** to the **VENDOR** for the sale of the said premises, and undivided right to the land, the **VENDOR** does hereby agree to transfer and hand over the possession of the said premises in favour of the said **PURCHASERS**, which premises are more particularly described in Schedule II hereunder written in the said property described in the Schedule I hereunder written, and which is having the specifications contained in Schedule VI and the plan annexed hereto.

2. It is clearly specified that the undivided right agreed to be sold to the **PURCHASERS** shall be in the said property more particularly described in Schedule IA and IB hereunder written and shall not include undivided rights in the property wherein other phases of the said Complex is put up.

3. That the **PURCHASERS** shall be liable to pay all the taxes due and payable under the law, current or future as may be applicable and payable, for this transaction including GST, Vat and / or other taxes, fees, cesses or revenue payments payable to the Central or the State Government including local taxes payable to the local body towards the sale of the said premises and undivided right to

the Land and a refundable maintenance deposit as applicable.

4. That the consideration payable under this Agreement shall be paid in the manner indicated in the Schedule of payments contained in Schedule III hereinafter written.

5. The **PURCHASERS** shall maintain the front, the side and rear elevation of the said premises in the same form as the **VENDOR** has constructed it and shall not at any time alter the said elevations/ façade/design in any manner whatsoever without the prior consent in writing from the **VENDOR**.

6. The **VENDOR** shall deliver the possession of the said premises within the period indicated in Schedule IV hereunder written, and on payment of full consideration payable under this Agreement in terms of the Schedule III of payments provided in the said Schedule III hereunder written. The additional details of the transaction are shown in the Schedule V hereunder written.

7. Failure on the part of the **PURCHASERS** to pay the balance consideration in terms of Schedule III hereinafter written, will entitle the **VENDOR** to terminate this Agreement with one month's written notice, as time is the essence of this Agreement or as permissible by law then prevailing.

8. The notices provided under this agreement shall be sent under certificate of posting or email to the address of the **PURCHASERS** as shown/indicated in the Schedule V

hereunder written. A notice shall be deemed to have been served on the **PURCHASERS** once it is posted under certificate of posting or email to the address of the **PURCHASERS** as given in Schedule V hereinafter written.

9. That in the event of such termination, an amount of Rs. 2,00,000/- (Rupees Two Lakhs only), paid by the **PURCHASERS** shall be forfeited, but the other amounts with the exception of stamp duty and registration fees paid by the **PURCHASER** shall on resale of the said premises, be refunded to the **PURCHASER** without any interest subject to such moneys being made available with the **VENDOR** under the provisions of any law that may come in force as regards the refund of moneys. The **VENDOR** shall be free to transfer, sell or allot the said apartment/premises to any other person of the choice of the **VENDOR** and the **PURCHASER** shall not be entitled to claim any other monies from the **VENDOR**.

10. The **VENDOR** shall not incur any liability if they are unable to deliver the said premises within the period specified in Schedule IV due to :

- (a) War epidemic, civil commotion or an act of God.
- (b) any notice order, Decree, Judgement, rule notification of the Government or Court or any other competent authorities including the Collector, Mamlatdar, Administrative Tribunal, Village Panchayat, and the Planning authorities.

(c) Any other reason or reasons beyond the control of the VENDOR

(d) Any notice, order, rule, regulation, notification or Directive of the Government and / or other local or public or Private Body or Competent authority / Court / Tribunal / Quasi Judicial Body or Authority.

(e) Any prohibitory order of any court against the development of the building / land;

(f) Flood, drought, cyclone, fire, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project.

(g) Non- availability of cement, steel or other building material, water or electric supply / connection or drainage / sewerage connection or labourers etc; or

(h) delay on account of the following:

i) Minor or major fire or explosion or accident at the site ~~not~~ caused due to any negligence of the Vendors or

ii) Strikes or agitation by the workers, employees or labourers of the Vendors or the contractors or suppliers ;
or

iii) Government seizures of the equipment and / or plant of the building

iv) Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a

governmental entity prohibiting the performance of this Agreement.;

v) Delay in issue of the occupancy certificate and / or grant of any no objection certificate, permission, approval, sanction, license and / or order as may be required in respect of the said apartment or sale thereof for reasons not attributable to the promoter.

vi) Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents of foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise or military or usurped power.

(i) The Vendor shall wherever it is necessary, intimate the purchaser in this regard.

(j) The vendors shall not be liable to pay any compensation to the purchasers for the delay on any account of the above mentioned reasons and / or situations or conditions.

And in case of any of the aforesaid events taking place the **VENDOR** shall be entitled to reasonable extension of time for the delivery of the possession of the said premises for the use and occupation of the **PURCHASERS**.

11. If for any other reason than those specified in clause 10, the **VENDOR** is unable to or fails to deliver possession of the said premises to the **PURCHASERS** within the

time specified in Schedule **IV** hereinabove written or within any further date or dates agreed to by the parties hereto, and further extension of 3 months, the **PURCHASERS** shall be entitled to give notice in writing to the **VENDOR** terminating the agreement, in which event the vendor shall within six months from the date of receipt of such notice refund to the **PURCHASERS** all the amounts that have been received by the **VENDOR** from the **PURCHASERS** in respect of the said premises together with simple interest on such amounts @ 5% per annum from the date of receipt till repayment and the **PURCHASER** there after shall not have any further claim against the **VENDOR** and the **VENDOR** shall be at liberty to allot and dispose off the said premises to any other persons for such consideration as the vendor may deem fit.

12. The **PURCHASERS** shall have no right to transfer, assign or sell their right and interest in the said premises till they have discharged and paid to the **VENDOR** all amounts and dues in respect of the said premises and undivided right to the land and taken possession of the same as per the terms and conditions of this Agreement.

13. The **VENDOR** shall have the first lien and charge on the interest and right of the **PURCHASERS** in the said premises agreed to be purchased by the **PURCHASERS** for all the monies that the **PURCHASERS** are liable to pay in terms of these presents.

14. That the **PURCHASERS** shall at no time demand the partition of his undivided interest in the said property, it

being agreed and declared by the **PURCHASERS** that their interest in the said plot is impartible and shall be held in common with other holders of premises in the said property and the **PURCHASERS** shall have no claims for exclusive possession of any part of the said property.

15. The **PURCHASERS** shall from the date of handing over the possession maintain the said premises at their cost in a good tenable repair and condition and shall not do anything in or to the said premises which may be against rules or bye laws of the Panchayat or any other authority nor shall the **PURCHASERS** change, alter or make additions in or to the said premises and / or to the buildings in which the said premises are situated or any part thereof. The **PURCHASERS** shall be responsible for any breach of these conditions and the **VENDOR** or Association or Entity is entitled to prevent and restrain the **PURCHASER** from carrying out any such changes, alterations or additions to the said premises and / or to the common property on which the said premises are situated. Besides the **PURCHASER**, on breach of this condition, shall be liable to bear the cost of restoring the said premises or the land / property to its original conditions which sum shall be included in the maintenance fund of the said complex.

16. That it is hereby clarified that this agreement is for the sale of the said premises with proportionate share pertaining to the said premises, excluding the common

facilities which shall belong to the Association or Entity constituted for the purpose and the **PURCHASERS** will not have any other rights to the said property. And any increase in the F.A.R. in respect of the said property will accrue to the **VENDOR** and the Purchasers shall also not object to any future development of any adjoining properties by using facilities in the said property in common with the adjoining properties as also allotting the facilities in the adjoining property to the property described in Schedule herein and the complex in the property described in Schedule I and the adjoining properties or subsequent Phases shall be known as "**RIVIERA SUBLIME**" Complex.

17. The **PURCHASERS** shall also, in addition to the consideration of sale, keep a refundable security deposit as mentioned in Schedule V hereinafter written. The security deposit shall belong to the PURCHASER and shall be utilized for the outgoings incurred in respect of the common facilities, repairs, touch-ups, paintings of outer walls, common lights, sanitations, chowkidars and sweepers remuneration, driveway and garden lights, maintenance of swimming pools and gardens and all other common expenses in the said complex incidental to the said premises in the manner decided by the VENDOR. This amount shall be handed over to the association in constituted/formed after deducting all the expenses. Till such time the amount is handed over to the Association, the **VENDOR** shall be entitled to use the interest earned on this deposit towards the maintenance of the building or the common facilities or

transferable in case of Assignment of the said premises by the Purchaser to any Third Party.

18. The **PURCHASERS** shall be entitled to use common facilities and amenities subject to making of the refundable security deposits and the payments herein mentioned. In case the interest from the deposit is not sufficient, all the **PURCHASERS** shall contribute such further sums that may become necessary for the maintenance of all the common areas by the Vendor by itself or may at its discretion constitute and/or appoint any other entity to do the same. The decision of the **VENDOR** in this regard shall bind the **PURCHASERS**.

19. The **PURCHASERS** does hereby agree to observe and perform all rules and regulations, which the **VENDOR** may frame from time to time for the upkeep and maintenance of the aforesaid premises and in respect of the use and occupation of the said premises and for the upkeep and maintenance of the entire complex externally.

20. The **PURCHASERS** agrees and binds themselves to pay punctually and regularly on taking over the possession of the said premises, his share in all rates, taxes, dues, impositions, outgoings, expenses and burdens imposed upon the said premises by the Village Panchayat, the Government, Revenue Authorities, the **VENDOR** or any other Authorities as well as Electricity and Water charges as and when the same become due and payable.

21. The **VENDOR** undertakes that on receipt of full amounts and all the dues and charges due from and payable by the **PURCHASERS** for the said premises and the proportionate right to the land of this Phase described in Schedule I, it shall execute necessary deeds and documents conveying the said premises and undivided share / right to the land corresponding to the built up area of the said premises and conferring title of the said premises unto the **PURCHASERS** herein.

22. That the Deed of Conveyance and / or Assignment or such other deed concerning the said premises complete in all respects and the undivided rights to the land in the said property in this Phase shall be prepared by the advocate of the **VENDOR** at the expense of the **PURCHASERS** and executed by the **VENDOR** as absolute owner of the said property described in Schedule I in favour of the **PURCHASER** subject to the provisions of the Real Estate (Regulation and Development)

Act, 2016. That the **VENDOR** does hereby agree to sign and execute the deed of conveyance in respect of the undivided share/right corresponding to the built up area in the land described in schedule I in favour of the **PURCHASERS** OR THE **ENTITY** on payment of the entire consideration in respect of the said apartment and the value of the undivided right to the land. The **PURCHASERS** shall pay the stamp duty and registration charges, in addition to legal fees of Rs.-----
 ---/- (Rupees ----- only).

23. On possession of the said premises given to the **PURCHASERS** they shall have no claim whatsoever, against the

VENDOR to any item of work carried out or completed other than the structural deficiencies brought to the notice of the **VENDOR** within a period of two years from delivery of possession.

24. The **PURCHASERS** does hereby agree to observe and perform all rules and regulations which the premises owners may jointly adopt from time to time and at all times for the protection and maintenance, of the entire complex, for conforming to the building rules and Panchayat bye laws and regulations in force and for fully vesting the said property and building in the said owners and for strict observance of various stipulations and conditions jointly laid down by premises owner's in respect of the use and occupation of the said premises.

25. The **VENDOR** shall assist all the Purchaser of premises at "**RIVIERA SUBLIME**" Complex in forming an Association of persons or such other entity for maintaining the said complex (hereinafter called THE ENTITY) in case the **VENDOR** so decides or desires and / or the law so prescribes. The **PURCHASERS** hereby agrees to sign all forms, applications, deeds and other documents as may be required for the formation of the entity.

26. The deposit/additional payments that may be demanded by or paid to the Electricity Department and Water Works Department for the purpose of giving water and electrical connection to the said building and electrical/ water meter

deposit shall be payable by all purchaser in respect of the apartment agreed to be purchased by the **PURCHASERS**.

27. The said complex is a residential complex and it is prohibited to use it for commercial purpose and the purchaser assures the vendor that they shall not grant leave and License or rent back facility or let out rooms or enter into an Agreement with Third Parties in respect of the said premises agreed to be conveyed to the Purchaser herein for the purpose of running a Resort or use by any third party other than the purchaser on commercial basis or as a hotel or as a Guest House. In case of breach of the conditions herein, the purchaser shall be liable to pay additional fees / penalties imposed by the Vendor or the entity / Association nominated by it to manage the complex or maintain the same. The Vendor however has no objection for the purchaser to use the said premises for the family of the purchaser and / or renting the said premises individually for residence without conducting commercial activity in form of Hotel room, service apartment or such other short / long term used therein as the complex is purely residential. The

VENDOR or Association or any other

Entity constituted by the VENDOR in consultation with the PURCHASER is entitled to stop such short terms rent for commercial use without any notice to the individual PURCHASER and also impose a penalty fine for such breach which shall be at the discretion of the VENDOR or such Association or Entity.

28. That the conveyance of proportionate right to the said property in favour of the purchaser shall be subject to the safeguards of the interest in the part of the property more particularly described in Schedule I hereinunder written and allotted as hereinabove mentioned.

29. That possession of the said premises is not handed over and shall be handed over at the time of execution of the final sale deed.

30. The Vendors / Builders, have registered the project for first Phase of construction in the said property under the provisions of the RERA Act and Rules framed thereunder under Registration no.PRGO04180340.

The vendors / Builder may at their option register the other Phases of the construction on obtaining the required permission.

31. The Vendors / Builder has, before signing of this Agreement, has given the inspection of all the documents of title relating to the said project / land (RIVIERA SUBLIME) and the plans, designs and specifications prepared by the vendor's Architect appointed by the Vendor and has furnished copies of the same to the Purchaser, the receipt of which the Purchaser does hereby admit and acknowledge. It is expressly agreed that the road to the other Phases of the construction / complex is shown in the plan annexed hereto which is passing through the first Phase.

32. The Purchaser has inspected the properties described in Schedule IA and IB prior to the execution of this agreement.

33. The Vendors / Builder shall be entitled to get amended / revised the building plans for construction of such additional flats / tenements /premises etc. in the land described in Schedule I without in any way altering or changing the built up area agreed to be constructed or conveyed to the purchaser and the common areas / facilities, as permitted by the Planning authorities and the purchaser herein does hereby give his No Objection for such revisions/amendments of the plans. If so required the vendors shall be entitled to obtain further consent of the Purchaser.

SCHEDULE I

IA

All that plot of land admeasuring 1,031 square meters, constituting a distinct and separate Eastern part of the entire property known as "Gorbata" or "Gharbhatt" or "Cristovam Dias" admeasuring 1,700 sq. mtrs having therein a residential house bearing house no. 1258(1275 old) situated at Bamonvaddo, Siolim, Village Panchayat of Siolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is described in the Land Registration Office in its under number 37318 of Book B 95 (New) at page 188 forming a distinct and separate part of the larger property described under 3535 of Book B 10 New, enrolled in the Revenue Office for Matriz Predial under no. 357 of the 3rd circumscription, which part is surveyed in the Old Cadastral survey under no. 1380 corresponding surveyed for Record of Rights under Survey no. 52/19 of the

Revenue Village of Siolim and which eastern part is bounded as under:

ON THE EAST : By the property bearing Survey No. 52/18;

ON THE WEST: By the remaining part of the property bearing survey number 52/19 belonging to the original owners herein admeasuring 669 square and described in schedule I hereinabove.

ON THE NORTH : By the property bearing Survey No. 52/15, 52/16 and 52/17 and

ON THE SOUTH : By the properties bearing Survey No. 52/20 belonging formerly to Anant Pai and now belonging to Riviera Constructions Pvt Ltd.,

IB

All that Property known as Kher situated at ward Bamonvaddo, Village of Siolim, Taluka and sub-District of Bardez, District of North Goa, State of Goa, surveyed for record of rights under survey number 52/15 admeasuring 1775 square metres and 52/16 admeasuring 50 square metres, totally admeasuring 1825 square meters, not known to be described in the Land Registration Office nor enrolled in the Revenue Office for Matriz Predial and bounded as under:

East: By the property bearing survey numbers 52/17 belonging originally Raghuvir Pednekar and now to Ravindra Chodankar, retired Headmaster.

West: By the property bearing survey number 52/14 and belonging to Joao Francisco Britto.

North: By the property bearing survey number 52/13 belonging to Francis Crasto.

South: By the property bearing survey number 52/19 originally belonging to late Joao Jose Fernandes and Ana Regina Fernandes and now to Riviera Constructions Pvt. Ltd.

SCHEDULE II

All that ----- bearing No.----- in "**RIVIERA SUBLIME**" COMPLEX, constructed in the property, more particularly described in Schedule II hereinabove, having a carpet area of ----- square metres corresponding to built up area of ---- sq.mts + ----sq.mts open to sky terrace.

The said ----- bearing ----- is shown in the plan annexed hereto.

SCHEDULE III

(SCHEDULE OF PAYMENT)

Total price of ---- bearing No: -----is

Rs.---

A)	Initial payment received	-
B)	Balance Payment in Instalments:-	
i)	On or before	-
ii)	On or before	
iii)	On or before	
iv)	On or before	
v)	On or before	
vi)	Simultaneously with the handing over of possession on or before	
	TOTAL	

Note: Goods and Service Tax applicable at present, or as applicable, is payable along with each instalment.

SCHEDULE IV

The Project / Complex shall be completed on or before -
 ----- subject to timely payments by the PURCHASER and
 period for obtaining occupancy certificate from the
 authorities. Completion of the project shall be certified
 by the Architect of the Project.

SCHEDULE V**DETAILS OF TRANSACTION**

- i) Total price/consideration Rs.
- ii) Period of delivery of possession of the premises
21 months.
- iii) Refundable Maintenance Deposit Rs.
- iv) Address of the Purchaser
- v) Services Tax, /Vat, Other Taxes Fines,
Penalties, Duties, Cess, Surcharges etc.
As applicable
- vi) Miscellaneous details :

Email address:

Contact No.:

SCHEDULE VI**(BUILDING SPECIFICATIONS)**

STRUCTURE : of R.C.C. columns, beams and slabs. External or grid walls of 25 cms. thickness and bathroom partition walls of 15 cms. thickness.

FLOORING: Ceramic tiles of high quality, or equivalent.

WALL FINISH: (a) Internal Walls: Cement Plaster finished with wall ready plaster and painted with oil bound distemper.

(b) Exposed external walls: 2 coats of sand faced cement plaster finished with machine coat and painted with decorative texturized 3 mm coat from Asian Paints or equivalent, finished ^{with} primer and 2 coats of ^{& equivalent} ~~equivalent~~ weathershield paints from ICI Dulux or equivalent.

(c) RCC roof slabs covered with ceramic or equivalent Roofing tiles, of high quality.

DOOR/WINDOWS: Moulded door shutters on hard wood frames in Apartment. Aluminium frame windows or equivalent for Apartment.

Moulded door shutters on hard wood frames internally in Row villa. Teakwood glazed door shutters for balconies, on hard wood frames in Row villa. Teakwood windows on hard wood frames in Row villa.

Moulded FRP door shutters for open terrace or exposed areas in Apartment/ Row villa.

BATHROOMS: Flooring and walls in high quality ceramic tiles. Granite or engineered quartz platform for wash basin. Wall tiles up to full height i.e. to false ceiling level. Sanitary ware of white colour conforming to high standards. Single lever taps/fixtures, and accessories, with chrome plated finish, conforming, to ISI Standards. Cold and Hot water supply with concealed CPVC pipelines. Glass partition cubicle for shower area.

ELECTRICALS: Concealed copper wiring for lighting, a.c. point, etc with provisions for TV central antenna system. High quality light switches of SSK/ Signature/Roma or equivalent make with high quality wires colour coded. MPCB's for airconditioners.

WATER SUPPLY: Wells, or underground reservoir, and an overhead tank of adequate capacity, with water filtration unit. Plumbing with high quality Flowguard Astral CPVC/UPVC pipes, or equivalent for cold & hot water /flushwater, and Prince or equivalent PVC pipes for drainage. Hot water generation with Solar Panels in apartment, and Geyser/ Solar Panel in Row villa.

KITCHEN: Granite platform or engineered quartz on carcasses only (no shutters), with splash back tiles, and sink/ faucet, and without overhead kitchen cabinet. Electrical switching station on dado in the middle of the platform, with provision for power supply for washing machine, hob & chimney, microwave, water purifier and miscellaneous power socket. Water supply/drainage for sink, washing machine.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement for Sale in the simultaneous presence of the witnesses