

AGREEMENT FOR CONSTRUCTION AND SALE

THIS AGREEMENT is made at Mapusa on this ____th day
of February of the year two thousand and seventeen

BETWEEN

1.- RIO LUXURY HOMES PVT LTD., a Company incorporated under the Companies Act, under no.U45200GA2015PTC007691 as authorized by Board of Resolution dated 4th April 2016, holding Pan No.AAHCR5557P, having its Office at Redrock Elegance, Opposite Paramount Home, Marna-Siolim Bardez Goa herein represented by its Director **Shri. Riyaz Somani**, aged 35 years, in business, son of Shri Ramzanali Somani, married, holding PAN Card no.AVBPS3567L, Aadhar Card no.707769677178, Email ID riyazsomani@riogroup.co.in, Phone No.8888922333, hereinafter referred to as "THE BUILDER/SELLER" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the ONE PART AND **2. (i) Mr.** _____, son of _____, aged ____ years, occupation _____, holding PAN Card no. _____ and his wife **(ii) Mrs.** _____, aged ____ years, occupation _____, holding PAN Card no. _____, both residing at _____ hereinafter referred to as the FINANCIERS/UNIT HOLDERS" (which expression shall unless it be repugnant to the context or meaning thereof is deemed to include their heirs, executors, administrators and permitted assigns) of the OTHER PART.

All Indian Nationals.

WHEREAS there exists a Plot admeasuring 940m² bearing Chalta no.18 of P.T.Sheet no.10 of City Survey Mapusa, identified as '**VANGOR BATTA**' or '**EDSSODEACHEM BATTA**' or '**PAULISTANCHEM BATTA**' along with a House standing thereon, situated

at Cunchelim, within the limits of Mapusa Municipal Council, Taluka and Registration Sub District of Bardez, District of North Goa in the State of Goa, described in the Office of Land Registrar Bardez under no.5941 of book B-25 (new) and enrolled in the Taluka Revenue Office under Matriz no.748 hereinafter referred to as the SAID ENTIRE PLOT and is more particularly described in the Schedule I hereunder written.

WHEREAS the said Plot belonged to Mr. Rama Morajkar and his wife Mrs. Smita Rama Morajkar having purchased the same under a Deed of Sale dated 20-06-2017 registered under Book No.1 Document Registration no.BRZ-BK1-02482-2017 CD Number .BRZD788 in the Office of Sub-Registrar Bardez.

WHEREAS on 23-01-2017, the BUILDER/SELLER hereto entered into an Agreement for Sale of the said Plot with the said Shri Rama Morajkar and his wife Mrs. Smita Rama Morajkar concerning the Development of the said Plot which Agreement is duly registered under Book 1 Document, Registration number BRZ-BK1-00326-2017, CD Number BRZD785 on 09-02-2017 in the Office of Sub-Registrar Bardez.

WHEREAS on 17th April 2018 the Mapusa Municipal Council issued Construction Licence under no. 02 for construction in the said Plot.

WHEREAS the BUILDER/SELLER, accordingly, is carrying out the construction of a Complex identified as CASA RIO Phase2 comprising of 18 Apartments in the said Plot.

WHEREAS on 20th June 2017 by a Deed of Sale, the said Mr. Rama Morajkar and his wife Mrs. Smita Rama

Morajkar have sold the said plot to the BUILDER/SELLER hereto, which Deed is registered under Book 1 Document, Registration number BRZ-BK1-02482-2017, CD Number BRZD788 on 20-06-2017 in the Office of Sub-Registrar Bardez.

WHEREAS the PURCHASERS have now approached the Builder/Vendor for purchase of all that that flat bearing no.____ having a built up area of _____(approximately) with a corresponding Carpet area which according to the new RERA guidelines are as follows, flat Carpet area- _____ m² , Balcony Area _____m², swimming pool _____m², , Stilt lobby, service, common stair & lift _____m² ,on the 2nd Floor of the Project 'CASA RIO Phase -2' along with the undivided proportionate share in the said plot corresponding to the said flat described in detail in the Schedule no. II hereafter written and shall hereinafter be referred to as SAID FLAT.

WHEREAS the BUILDER/SELLER has agreed to sell the said Unit to the Financiers/Unit holders for a total consideration of Rs _____/- (Rupees _____ only) including the cost of the construction of the said Unit along with the corresponding undivided proportionate share in the land; subject to the further terms and conditions hereafter specified.

WHEREAS the FINANCIERS/UNIT-HOLDERS have agreed to make payment of the above said sum of Rs. _____/- (Rupees _____ only)in the manner stipulated in Schedule no.III hereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH:-

1.-PREMISES

(a)- The BUILDER/SELLER shall, under normal conditions, construct in the said Plot a Complex identified as CASA RIO Phase 2 _____ in which is the said Unit having a super built up area of ____ and Carpet area of approximately _____ (herein referred to as the SAID UNIT in accordance with the specifications contained in Schedule no.IV hereafter written, which Units are described in detail in Schedule no.II hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

(b) The BUILDER/SELLER is also planning to construct utility Room/s in the stilt for the purpose of functional activities like stores, sales office etc of the BUILDER/SELLER which shall remain with the BUILDER/SELLER for all time to come since the construction cost of the same is not being charged to the FINANCIERS/UNIT HOLDERS by the BUILDER/SELLER.

(c) The Entire Project of CASA RIO shall have a group of Residential Buildings Comprising of Apartments besides; there will be reserved stilted Car Parking slots in the said Complex. The building would generally comprise of stilt plus four floors.

(d) Open Terrace, stilted car parking area which are not allotted on exclusive basis, as envisaged herein above, if any, shall remain the property of the BUILDER/SELLER for all time to come irrespective of the formation of the SOCIETY/ENTITY/GENERAL SOCIETY in respect of the Building in the SAID PROPERTY.

(e) Area covered by the walls bounding the carpet area including internal walls, external walls and areas of balconies.

(f) Proportionate area chargeable to the respective Apartment consisting of the incidence of staircase, passage, lift area (core) and other value additions which are common utility to the floor where the said Apartment is located and identified.

(g) Proportionate area of the lift Machine Room, the covered area below the lift area (core) covered driveway in stilt floor, Generator Room which are common to the entire building and other common facilities which occupies the constructed/ covered area excluding the stilted car parking facility (which is allotted to various Apartment FINANCIERS/UNIT HOLDER purely as "Licensees") Since the cost of construction of the car parking facility is not charged on the FINANCIERS/UNIT HOLDERS And not included in evaluating the construction cost of the apartment under this agreement, subject to availability of such parking facility solely at the discretion of the BUILDER/ SELLER on first come first serve basis.

(h) Without prejudice to BUILDER's/SELLER's other rights, under this Agreement and/or in law, the FINANCIERS/UNIT HOLDERS shall be liable, at the option of the builder/seller, to pay to the BUILDER/SELLER interest at the rate of 12% per annum compounded quarterly on all amounts due and payable by the FINANCIERS/UNIT HOLDERS under this agreement, if any such amount remains due and unpaid for seven days or more

(i) The BUILDER/SELLER shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the FINANCIERS/UNIT HOLDERS is /are or may be found liable to pay to the BUILDER/SELLER under the terms and conditions of this Agreement is realized.

2.-CONSIDERATION AND FUNDAMENTALS:-

(a)- The Financiers/Unit-Holders agree to make payment of the sum of Rs _____/- (Rupees _____ only) as per the mode of payment specified in Schedule no.III on or before the dates provided therein.

(b).-The above said sum of _____/- (Rupees _____ only) includes the cost of the Undivided Share of the said Plot of land proportionate to the super built up area of the SAID UNIT. And does not include the rights to the Terrace and/or the lawns in terms of Cl.1(b).

(c).- If the FINANCIERS/UNIT HOLDERS commit default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the BUILDER/SELLER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The BUILDER/SELLER shall, however, on such termination, refund to the FINANCIERS/UNIT HOLDERS the amounts, if any, which may have till then been paid by the FINANCIERS/UNIT HOLDERS to the

BUILDER/SELLER, after forfeiting an amount of Rs. 2,00,000/- (Rupees Two lakhs only) without any further amount by way of interest or otherwise.

(d).- On the BUILDER/SELLER terminating this Agreement under this clause, they shall be at liberty to allot and dispose off the said Unit to any other person as the BUILDER/SELLER deem fit, for such consideration as the BUILDER/SELLER may determine and the FINANCIERS/ UNIT HOLDERS shall not be entitled to question this act of the BUILDER/SELLER or to claim any amount from the BUILDER/SELLERS.

(e).- Without prejudice to the BUILDER/SELLER the other rights of this Agreement and/or in law, the FINANCIERS/UNIT HOLDERS shall be liable to pay to the BUILDER/SELLER, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the FINANCIERS/UNIT HOLDERS under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

(f).- The BUILDER/SELLER shall have a first lien and charge on the said Unit; construction of which is agreed to be financed by the FINANCIERS/UNIT HOLDERS in respect of any amount payable by the FINANCIERS/UNIT HOLDERS to the BUILDER/SELLER under the terms and conditions of this agreement.

3.- CHANGES:-

(a) Changes or additions or extra items, if required by the FINANCIERS/UNIT HOLDERS will be accepted at the sole discretion of the BUILDER/SELLER, in writing from the FINANCIERS /UNIT HOLDERS cost of which shall be paid extra by FINANCIERS/UNIT HOLDERS, in

advance and in the manner determined by the BUILDER/SELLER in such an event the time limit for handing over the said Unit shall stand revised as decided by the BUILDER/SELLER.

b) The open balconies cannot be enclosed at anytime even after the formation of the society. The window colour or the walls of the balconies shall be maintained in the same colour as provided by the builder.

(c) Safety grills can only be installed from inside of the said flat and not on the exterior side as that would change the elevation of the building.

(d) Air condition can be only of the split version and the compressor or the same shall be installed only in the duct area.

(e) Main door should be maintained in the same colour and size as of the other door in the said building or as provided by the BUILDER/SELLER.

(f) Drying clothes on the balcony railing shall not be permitted as that would spoil the look and feel of the SAID COMPLEX and would also result in Depreciation of the property value.

4.-DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

(a).- The BUILDER/SELLER shall complete the said Unit on or before _____ subject to an extension of further 6 months, and after obtaining the Occupancy Certificate from the Competent Authorities, hand over its delivery to the FINANCIERS/UNIT HOLDERS. Provided all the amounts due and payable by the FINANCIERS/UNIT HOLDERS under this Agreement are

paid by the FINANCIERS/UNIT HOLDERS to the BUILDER/SELLER.

(b).- The BUILDER/SELLER shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the FINANCIERS/UNIT HOLDERS and the FINANCIERS/UNIT HOLDERS shall, within 7 days from the receipt of the notice, take delivery of the SAID UNIT. The BUILDER/SELLER upon giving the intimation as stated above, shall be deemed to have completed the said Unit in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the FINANCIERS/UNIT HOLDERS delay/s the taking delivery of the said Unit.

(c).- The BUILDER/SELLER shall not incur any liability if it is unable to deliver the said Units by the date stipulated in clause no.4(a), if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/ sewage connection or by reason of war, civil commotion or any of acts of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any Court/ Forum and/or any other Public or Competent Authority or for any other reason beyond the control of BUILDER/SELLER and in any of the aforesaid events, the BUILDER/SELLER shall be entitled to reasonable additional extension of time for delivery of the said Unit.

(d)(i).-If for reasons other than the ones stipulated hereinabove, the BUILDER/SELLER are unable to or fail to give delivery of the said Unit to the FINANCIERS/UNIT HOLDERS within the date specified in clause 4(a) above, or clause 4 (c) above or within any further date or dates agreed to by and between the

Parties hereto, then and in such case, the FINANCIERS/UNIT HOLDERS shall give notice to the BUILDER/SELLER terminating this Agreement, in which event the Developer shall, within 30 days from the receipt of such notice, refund to the FINANCIERS/UNIT HOLDERS the amounts, if any, that may have been received by the BUILDER/SELLER from the FINANCIERS/UNIT HOLDERS in respect of the said Units without interest.

(ii).- The BUILDER/SELLER shall pay to the FINANCIERS/UNIT HOLDERS a sum of Rs 2,00,000/- (Rupees Two Lakhs only) as liquidated damages in respect of such termination. Upon such termination, neither Party shall have any other claim against the other in respect of the said Units or arising out of this Agreement and the BUILDER/SELLER shall be at liberty to allot and dispose of the said Units to any other person for such consideration and upon such terms and conditions as the Builder may deem fit.

(e).- The FINANCIERS/UNIT HOLDERS shall use the said Units only for the purpose of residence. The FINANCIERS/UNIT HOLDERS shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

(f).- The FINANCIERS/UNIT HOLDERS shall, from the date of possession, maintain the said Unit, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Unit and/or common passages, or the compound or any other

common areas, which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

(g).- The FINANCIERS/UNIT HOLDERS shall not let, sub-let, sell, transfer, assign or part with her interest under or benefit of the Agreement or part with delivery of the said Units until all the dues payable by her to the Developer under this Agreement are fully paid up and that too only if the FINANCIERS/UNIT HOLDERS have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until she obtain/s the previous consent in writing of the Builder.

5.-DEFECTS:-

(a) Upon the FINANCIERS/UNIT HOLDERS taking delivery of the said APARTMENT/UNIT they shall have no claim against the BUILDER/SELLER in respect of any item of work in the said APARTMENT/UNIT which may be alleged not to have been carried out or completed.

Plaster Cracks are an inherent phenomenon of newly constructed APARTMENT/UNIT. Such cracks to the plaster/ dampness in external walls shall not be considered as defective work.

Similarly, the BUILDER/SELLER shall not be responsible for shade/colour/size Variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite any sanitary fittings etc.

The BUILDER/SELLER Shall not be responsible for absorption of certain colour pigments resulting in stains

by vitrified tiles and consequently the FINANCIERS/UNIT HOLDER are advised to avoid spillage of colour pigment, turmeric, kumkum etc on tiles.

(b) The defect liability period for the structure of the building including the SAID APARTMENT Under this Agreement, shall be 12 calendar months from the date of issuance of occupancy certificate/ handing over possession / written intimation to the FINANCIERS/UNIT HOLDERS of APARTMENT, to take possession of Apartment whichever is earlier in point of time.

Besides, the coverage of defect liability period, on the part of the BUILDER/SELLER shall be confined to the first sale only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulate period of 12 months as averred herein above wherein the BUILDER/SELLER shall only be a confirming Party.

6.-OUTGOINGS:-

(a).-Infrastructure tax of built up area, or any development/betterment charges Service Tax or deposits if demanded by or to be paid to the Mapusa Municipal Council, Bardez Goa any other Competent Authority incidental to the said Units shall be payable by the FINANCIERS/UNIT HOLDERS in the manner to be determined by the Builder. The FINANCIERS/UNIT HOLDERS agree/s to pay to the BUILDER/SELLERS within seven days of demand, such share of the

FINANCIERS/UNIT HOLDERS of such charges or deposit.

(b).- Any taxes, charges or outgoings levied by the Mapusa Municipal Council, Bardez Goa or any other Competent Authority exclusively pertaining to the said Units shall be borne by the FINANCIERS/UNIT HOLDERS, from the date of Occupancy Certificate, irrespective of whether the FINANCIERS/UNIT HOLDERS has/have taken the possession of the said Units or not.

7.-TRANSFER:-

(a)-Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Units or of the said Property or any part thereof.

(b).-Upon obtaining Occupancy Certificate the BUILDER/SELLER shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the FINANCIERS/UNIT HOLDERS in the names of various the UNIT HOLDERS.

8.-DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:-

(a) The FINANCIERS/UNIT HOLDERS agree's to pay the BUILDER/SELLER Rs. 30,000/- (Thirty Thousand only) as deposit towards Electricity meter and any other deposit which will be provided by the BUILDER/SELLER in the individual name of the FINANCIERS/UNIT HOLDERS.

(b) The FINANCIERS/UNIT HOLDERS shall deposit an amount at the rate of Rs. ____/- (Rupees _____ only) per square metres towards lumpsum deposit for a period of ____ year only towards maintenance of the complex.

(c)- The BUILDER/SELLER shall have the exclusive option to form any Entity/Society/Association/ Company for the purpose of maintenance of the said Complex which shall be managed by the said entity.

9.-ALLOTMENT OF CAR PARKING AREA/SLOT:

(a) The beneficial use of the available stilt area/ slot on the ground floor, shall vest with the builder/seller for all time to come even after the formation of the society/entity/general society since the constructions cost of it is not being charged to the FINANCIERS/UNIT HOLDER and shall be allotted at the sole discretion of the builder/seller against non refundable, non interest bearing deposit or deposit money fixed below, subject to availability on first come first serve basis.

This stilted car parking area/slot shall not be treated as common amenity. In the event of allotment of available stilted car parking area/slot as stated hereinabove to any of the FINANCIERS/UNIT HOLDERS of Apartment, during the subsequent sale of apartment (to which the stilted car parking area/slot is allotted), as stated above, shall be, with this facility so far in relation to the subsequent FINANCIERS/UNIT HOLDERS of this SAID APARMENT wherein the BUILDER/SELLER is going to be a confirming party along with the SOCIETY/ ENTITY/GENERAL SOCIETY.

(b) Note: in the event the stilted car parking area/slot is neither available for allotment nor the FINANCIERS/UNIT HOLDERS of APARTMENT is inclined to take the stilted car parking area/ slot, this clause in the agreement shall be deemed to be non-est. without affecting the other clauses in this Agreement.

(c) in the event the FINANCIERS/UNIT HOLDERS declines or exercises the option not to purchase a stilted car parking area/ slot at the time of entering into Agreement for sale such FINANCIERS/UNIT HOLDER shall not be entitled to demand or ask for a car parking area /slot in open area available on exclusive basis or otherwise in the developed area. In short it is up to such FINANCIERS/UNIT HOLDERS of the apartment to make his own arrangements for parking of the car outside the developed area/ SAID PROPERTY in the event he/she/they acquire at his/her/their risk.

(d) The FINANCIERS/UNIT HOLDERS to whom a stilted car parking area/slot is provided by the builder/seller shall agree and undertake not to sublet or alienate or create any kind of interest, to any other person, independently of the Apartment owned by the FINANCIERS/UNIT HOLDERS, without the written permission of the BUILDER/SELLER. The FINANCIERS/UNIT HOLDERS agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the FINANCIERS/UNIT

HOLDERS to the satisfaction of the BUILDER/SELLER.

e) The BUILDER/SELLER for accommodating the request of the FINANCIERS/UNIT HOLDERS of the Apartment of their requirement for car parking facility or for the FINANCIERS/UNIT HOLDERS who have not availed car parking facility reserves the right to make arrangements to make available car parking facility in the open area in the SAID PROPERTY.

The allotment of such car parking facility once made by the BUILDER/SELLER shall be final and the same shall not be called in question by any of the other FINANCIERS/UNIT HOLDER of the Apartments/ Entity in the said Scheme of Development of "CASA RIO" Phase 2.

10.-VARIATION IN PLANS:

(a) It is hereby specifically agreed and consented to by the FINANCIERS/UNIT HOLDERS that the BUILDER/SELLER shall be entitled, and also hereby deemed to have been permitted by the FINANCIERS/UNIT HOLDERS to make such variations and alterations in the Building plans or in the layout/ elevation of the building including relocating the open spaces garden spaces and/or varying the location of the access to the building/ access to the complex, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Complex as a whole before getting the Occupancy Certificate, wherein the development of the SAID PROPERTY may undergo minor/substantial changes which will be at the sole discretion of the BUIDER/SELLER. It is further agreed and

deemed to have been consented by the FINANCIERS/UNIT HOLDERS that the BUILDER/SELLER shall be entitled to amalgamate the Properties with the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the SAID PROPERTY by the diverse FINANCIERS/UNIT HOLDERS of the Apartments therein , and all or any of such acts shall always be deemed to have been consented and permitted to by the FINANCIERS/UNIT HOLDERS . The decision of the BUILDER/SELLER in this regard shall be final and binding on the FINANCIERS/UNIT HOLDERS.

The FINANCIERS/UNIT HOLDERS hereby give/s his/their express consent to the above and it shall be considered as consent in writing of the FINANCIERS/UNIT HOLDERS required by law.

(b) The BUILDER/SELLER shall be entitled to unilaterally revise the plans and/or specifications relating to

(i) The exterior of **“CASA RIO” Phase 2.**

(ii) All common structures/ areas/ amenities in and around **“CASA RIO” Phase 2or the Complex “CASA RIO” Phase 2**including adding/ modifying / deleting/ relocating any such structures/ areas/ amenities till the grant of Occupancy Certificate and to be in consonance with the Project **“CASA RIO” Phase2** in the SAID PROPERTY .

(c) The BUILDER/SELLER shall be at liberty, and are hereby permitted by the FINANCIERS/UNIT

HOLDERS to make variations in the elevation of the building including relocating the open spaces/garden spaces and / or varying the location of the access to the building/to the complex "CASA RIO" Phase2 as the exigencies of the situation demands and the circumstances of the case may require, so long as the super built up area of the SAID APARTMENT is/are not altered and the Standard Specifications set out in the SCHEDULE- IV hereunder written are not altered.

(e) In the event the FINANCIERS/UNIT HOLDERS desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in the SCHEDULE IV hereafter written, if permitted by the **BUILDER/SELLER**, subject to the overall approval of the authorities concerned, if need be, the FINANCIERS/UNIT HOLDERS shall have to pay the additional cost of such changes/ additions/alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event the BUILDER/SELLER irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified in 4(a) above to deliver the possession of the SAID APARTMENT, as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

11.-GENERAL:-

(a).- The FINANCIERS/UNIT HOLDERS confirm/s having taken inspection, to their full satisfaction, of the

requisite documents of title to the said PLOT and of the plans/approvals /licenses relating to the said Units.

The FINANCIERS/UNIT HOLDERS also confirm having taken physical inspection of the said Plot and the plans of the said Unit and satisfied themselves as to its size, area, location and dimensions.

(b)-Provided it does not in any way affect or prejudice the right of the FINANCIERS/UNIT HOLDERS in respect of the said Unit the BUILDER/SELLER shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the said Plot and/or in the said building Complex.

(c)-The FINANCIERS/UNIT HOLDERS shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER may require from them from time to time in this behalf for safeguarding interalia the interest of the BUILDER/SELLER and the FINANCIERS/UNIT HOLDERS.

(d)-The FINANCIERS/UNIT HOLDERS shall, on the date of signing the agreement, notify to the BUILDER/SELLER the address where any letters, reminders, notices, documents, papers etc. are to be served to them. The FINANCIERS/UNIT HOLDERS shall also, from time to time notify any change in her address to the BUILDER/SELLER. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting shall be deemed to have been lawfully served to the FINANCIERS/UNIT HOLDERS.

(e) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises

to the FINANCIERS/UNIT HOLDERS as stipulated in this Agreement, the floor area Ratio presently applicable to the said Plot is increased, such increase shall ensure for the benefit of the BUILDER/SELLER alone without any rebate to the FINANCIERS/UNIT HOLDERS.

(f) All disputes which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and/or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or, in relation to any matter whatever concerning this Agreement shall be referred to arbitration in accordance with the Provisions of Indian Arbitration and Conciliation Act, 1996.

(j) At present the possession of the said Unit has not been handed over to the FINANCIERS/UNIT HOLDERS on this date.

SCHEDULE-I

All that Plot admeasuring 940m² bearing Chalta no.18 of P.T. Sheet no.10 of City Survey Mapusa, identified as '**VANGOR BATTA**' or '**EDSSODEACHEM BATTA**' or '**PAULISTANCHEM BATTA**' along with a House standing thereon, situated at Cunchelim, within the limits of Mapusa Municipal Council, Taluka and Registration Sub District of Bardez, District of North Goa in the State of Goa, which Property is described in the Office of Land Registrar Bardez under no.5941 of book B-25 (new) and enrolled in the Taluka Revenue Office under Matriz no.748.

The said Property is bounded as under:-

Towards the North:- By Mapusa Siolim Road

Towards the South:- By Chalta no.82 of P.T.Sheet
no.5 of City Survey Mapusa.

Towards the East:- By Chalta no.18-A of P.T.Sheet
no.10 of City Survey Mapusa.

Towards the West:- By Chalta no.17 of P.T.Sheet
No.10 of City Survey Mapusa.

SCHEDULE-II

(Description of the SAID UNIT)

Flat no. _____ having a built up area of _____m²
(appr.) and Carpet area of approximately _____m² on
the _____floor of Casa Rio Phase 2

SCHEDULE -III

(MODE OF PAYMENT)

Booking at Project launch	20%
Commencement of plinth	20%
Commencement of stilt and 1st slab	10%
Commencement of 2nd slab	8%
Commencement of 3rd slab	8%
Commencement of 4th slab	8%
Commencement of roof slab	8%
Masonry and brick work	8%
Painting and Finishing	5%
At Time of Possession	5%

SCHEDULE -IV

(Specification of the said flat)

SPECIFICATION

1.- The structure:- It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of 4 brick masonry and the external walls will be 9 brick/laterite masonry.

2.-PLASTER:-

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of pop finish.

3.-Flooring:-

The flooring will be Vitrified tiles or equivalent.

4.- Doors:- The doors will be of teak wood frame and salwood frame provided with FRP doors .

5.-Windows:- Windows will be of anodized aluminium sliding with aluminium fittings.

6.-Kitchen:- The Kitchen will have a cooking platform with black granite top and 60 cms. Tile lining above the platform. Stainless steel sink with single bowl will be provided.

7.- Internal Décor:- The walls will be painted with Royal Emulsion bound distemper and ceiling with Acrylic Emulsion.

8.- External Décor:- External walls will be painted with water resistant Acrylic Emulsion.

9.- Plumbing and Sanitary:- Soil, waste and water pipes will be partially concealed; white glazed European W.C. units will be provided with flushing system. The sanitary installation will be in accordance with Municipal specification. Shower and wash basin will be provided in each toilet with hot and cold mixer Jaguar fittings.

10.-Electrical Installation:- The electrical wiring will be concealed with Finolex cables equivalent. All switches will be of ROMA modular switches or equivalent quality with three phase electricity connection.

11.- Water Tank. A underground sump with a electric pump and hydromatic system will be provided.

12.- General:- The Purchaser shall obtain his electric and water connection from the electricity and water department for which the requisite meter deposit/service charge and such other expenses shall be paid by the Purchaser.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
“THE BUILDER/SELLER”
OF THE FIRST PART

Mr. Riyaz Somani
Managing Director of
RIO LUXURY HOMES PVT LTD.
BUILDER/SELLER

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED THE
FINANCIERS/UNIT HOLDERS
OF THE SECOND PART

MR. _____
FINANCIER/UNIT
HOLDERS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESS

1. _____

2. _____