

## AGREEMENT FOR SALE

[Note to Draft: This Agreement does not include within its scope the advances to be received towards a Maintenance Fund which shall be governed by a separate Maintenance Agreement executed between Riviera and the relevant Purchaser]

This Agreement for sale ("**Agreement**") executed on this \_\_\_\_ day of \_\_\_\_\_, 2021

### **By and between**

**Riviera Constructions Private Limited** a company registered under the Companies Act 1956, having registered under Certificate of Incorporation bearing no. 24 of 1994 of 1995 having its registered office at 104, Upper Ground, Gomes Catao Complex, Angod, Near Cine Alankar, Mapusa, Bardez, Goa, represented herein by its authorised representative \_\_\_\_\_ (Aadhar No \_\_\_\_\_) having PAN Card No. \_\_\_\_\_, resident of \_\_\_\_\_, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its permitted assigns)

### **AND**

**MR.** \_\_\_\_\_ (Aadhar No \_\_\_\_\_) son/daughter of Mr. \_\_\_\_\_ aged \_\_\_\_ years, (Occupation), having PAN Card No. \_\_\_\_\_, (Marital Status), (Nationality) and resident of \_\_\_\_\_, hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Developer and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

### **WHEREAS**

- a) The **Developer** is the exclusive owner in possession of the immoveable property known as "VANTECHE BATTA" bearing survey number 189/17 D corresponding to the old Cadastral survey number 820 situated in the Revenue Village of Arpora, Taluka and Sub-District of Bardez, Goa, which property is more particularly described in **Schedule I** hereunder (hereinafter referred to as the "**Project Land**").
- b) The Project Land was originally owned by late Mr. Pio Manuel Marcos de Santa Cruz e Melo Carvalho or Cruz Carvalho and his wife Mrs. Petronila de Melo Mendonca e

Carvalho. Mr. Pio Manuel Marcos de Santa Cruz e Melo Carvalho died on January 23, 1947, and his widow the said Petronila de Melo Mendonca e Carvalho died on August 31, 1955, leaving behind as their heirs, inter alia Mr. Gervasio Carvalho alias Gervasio D'Mello, also known as Jervas Carvalho, married to Felicida de Carvalho, who was the only married son of the said Pio Manuel Marcos de Santa Cruz e Melo Carvalho and his wife Petronila de Melo Mendonca e Carvalho.

- c) Mr. Gervasio Carvalho alias Gervasio D'Mello, also known as Jervas Carvalho and Felicida de Carvalho are the late parents of 1) Ingrid Carvalho E Fernandes Alias Ingrid Josephine Fernandes; and 2) Sarita Cavalho E Fernandes Alias Sarita Fernandes.
- d) On the death of the Mr. Pio Manuel Marcos de Santa Cruz e Melo Carvalho and his wife Petronila de Melo Mendonca e Carvalho Inventory proceedings bearing no. 339/2011 were held in the Court of the Civil Judge Senior Division of Bardez at Mapusa.
- e) The Project Land was described in the list of assets in the said Inventory Proceedings No: 339/2011 under no. 55 and was allotted equally to Mrs. Ingrid Carvalho E Fernandes Alias Ingrid Josephine Fernandes and Mrs Sarita Carvalho E Fernandes Alias Sarita Fernandes herein by virtue of the Final Chart of Partition and Orders dated 26.08.2016.
- f) Mrs. Ingrid Carvalho E Fernandes Alias Ingrid Josephine Fernandes and Mrs. Sarita Cavalho E Fernandes Alias Sarita Fernandes thus became the exclusive owners in possession of the Project Land.
- g) By way of two Deeds of Sale; 1) dated August 30, 2018 executed by Mrs. Sarita Carvalho e Fernandes alias Sarita Fernades, duly registered with the Sub-Registrar of Bardez under Book No1, Registration no. BRZ-BK1-03849-2-18, CD number BRZD802 dated 30-08-2018; and 2) dated April 8, 2019 executed by Mrs. Ingrid Carvalho Fernandes alias Ingrid Josephine Fernandes, as original vendors of the Project Land, sold and transferred the Project Land in favour of the Developer herein. The Developer accordingly became the exclusive and absolute owner of the Project Land more;
- h) The Developer has obtained the clearances and licenses in the Property as set out **Schedule II** in order to construct residential villas on the Project Land in accordance with the plans set out in **Schedule V**;
- i) Developer has registered the Project Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and rules framed thereunder with Goa Real Estate Regulatory Authority. The registration number of the Project Land is\_\_\_\_\_ .

- j) On demand from the Purchaser, the Developer has provided to the Purchaser copies of all the documents of title relating to the Project Land, plans, designs and specifications prepared by the Developer's architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, and the Purchaser hereby acknowledges the receipt of the same;
- k) The Purchaser desires to purchase from the Developer, and the Developer has agreed to sell to the Purchaser a villa bearing Villa No. \_\_\_\_ (more particularly described in the **Schedule III** to this Agreement) in the project proposed to be constructed on the Project Land under the name "**The Elysian**" (herein after referred to as the "**Project**"), having carpet area admeasuring \_\_\_\_ **square meters** along with undivided interest in the Project Land.
- l) Copies of the plans of the residential villa agreed to be purchased by the Purchaser, as sanctioned and approved by the competent authority have been annexed herewith as **Schedule V** of this Agreement.
- m) The fixtures and fittings with regard to the sanitary fittings and furnishings to be provided by the Developer in the Villa are set out in **Schedule IV** hereto.
- n) Prior to the execution of these presents, the Purchaser has carried out independent due diligence and has satisfied himself/herself/ themselves fully as to the marketability of the title of Developer in the Project Land and has fully satisfied himself/herself/ themselves as to the title of the Developer s to develop and sell the same and paid to the Developer a sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**), including taxes being an advance payment or an application fee as provided in section 13 of the said Act (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- o) In accordance with Section 13 of the Act, the Developer is required to execute a written Agreement for sale of the Villa with the Purchaser and also to register said Agreement under the Registration Act, 1908;

**NOW THEREFORE, THIS AGREEMENT FOR CONSTRUCTION AND SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. Subject to and in consideration of the payment of sums in accordance with Clause 2 below, the Developer agrees to construct for the Purchaser, Villa No. \_\_\_\_\_, admeasuring \_\_\_\_\_ **square meters** of carpet area along with an undivided interest in the Project Land. The super built up area of the Villa is \_\_\_\_\_ **square meters (sq.ft)** ("Villa") as set out in the floor plan (annexed herewith in **Schedule V** of this Agreement), under the thematic name and style of "**The Elysian**". The Villa and accompanying pool demarcated in yellow colour on the plan annexed hereto, in the said development is described in **Schedule III**. Notwithstanding the foregoing, the Developer shall be entitled to make such minor additions or alterations as may be necessary for the purpose structural or regulatory requirements as recommended and verified by an authorised Architect or Engineer upon intimation to the Purchaser.
  
2. **Consideration:**
  - a The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser, the Villa for a basic consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("**Base Price**") plus taxes as applicable, including the Purchaser's proportionate share of taxes payable in relation to the common areas and facilities appurtenant to the premises.
  
  - b [The Purchaser shall as per section 194-IA of the Income Tax Act deduct a sum equivalent to [.]% of the total consideration which works out to Rs. ----- as TDS from the total sale consideration and shall deposit the same to the Income Tax Authority.]
  
  - c The Purchaser has paid on or prior to the execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), including taxes as advance payment or application fee.
  
  - d The Purchaser shall make payments within 15 (Fifteen) days from the date of receipt of a written request from the Developer (along with a certificate from the architect stating the stage of construction, where relevant), of all amounts under this Agreement as set out in **Schedule VI**.
  
  - e The Base Price excludes taxes (including tax paid or payable by way of infrastructure charges, goods and services tax and cess, stamp duty, registration or any other taxes which may be levied, in connection with the construction or sale of the Villa or the Project, as the case may be) up to the date of handing over the possession of the Villa.

- f The Base Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority, local bodies, and government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable in accordance with law.
- g The Purchaser authorises the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
3. The Developer hereby agrees to comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the Project plans or thereafter and shall, before handing over possession of the Villa to the Purchaser, obtain from the concerned competent authority a completion certificate in respect of the Villa.
4. **Default by Developer:**
- a) Subject to the Purchaser making timely payments of all amounts due hereunder, the Developer shall complete the construction of the Villa and shall hand over possession of the Villa to the Purchaser on or before \_\_\_\_\_ or such other revised date as may be mutually agreed upon between the Developer and the Purchaser ("**Handover Date**"). If the Developer fails to abide by the time schedule for completing the project and handing over the Villa to the Purchaser, the Developer shall be entitled to an extension of 3 months ("**Extension Period**"). If the Developer fails to hand over possession at the expiry of the Extension Period, the Developer shall pay to the Purchaser who does not intend to withdraw from the project, [interest at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank Of India, on all the amounts paid by the Purchaser , for every month of delay commencing from the expiry of the Extension Period till the handing over of the possession to the Purchaser.

Provided that notwithstanding anything contained in this Agreement, the Developer shall be entitled to an extension of time for giving delivery of Villa (and

shall not be liable for payment of any compensation to the Purchaser for delivery of possession beyond the Extension Period), if the completion the Villa is delayed for no fault of the Developer including but without limitation to the following; (i) war, civil commotion, rebellion, acts of terrorism; (ii) any notice, order, rule, notification of the Government, legislature, planning authority, panchayat and/or other public or competent authority/court; (iii) disruptions owing to an epidemic or pandemic (iv) strikes, lock-out or labour unrest (iv) flood, cyclone, earthquake, or any other act of god or calamity caused by nature affecting the development of the real estate project; (v) non availability of cement, steel, sand, building material or labour; (vi) fire or explosion on the Project Land not arising out of any negligence of the Developer ; (vii) delay in issuance of an occupancy certificate, permissions or sanctions for reasons not attributable to the Developer.

Provided further that notwithstanding anything contained in this Agreement, the Developer shall not be required to handover possession on the Handover Event in the event that the Purchaser has (a) make due and timely payments in accordance with the terms of this Agreement; or (b) failed to execute and register a sale deed for conveyance of the Villa to the Purchaser.

5. **Default by Purchaser:**

- a) The Purchaser shall make timely payments of the instalments and other dues payable by him/her in accordance with this Agreement.
- b) Without prejudice to the right of the Developer to charge interest in terms of clause 5(b), upon the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Developer shall provide a written notice of 7 (seven) days to the Purchaser intimating the Purchaser of their intention to terminate this Agreement and the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser refuses to accept the notice, the date of attempted delivery by postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice. If the Purchaser fails to rectify the breach or breaches as mentioned by the Developer within the period of notice, then at the end of such notice period, the Developer shall have the option to either (i) terminate this Agreement; or (ii) accept interest from the Purchaser at such rate that is at 2% (two per cent) above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which the amount becomes due, up to the date on which the same is fully realized by the Developer.

c) In the event that the Developer terminates this Agreement owing to a default by the Purchaser, subject to sub-clause e below, the Developer shall refund to the Purchaser the amounts paid by the Purchaser to the Developer, save and except a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) being 20% of the Base Price (exclusive of taxes) which shall be forfeited without interest, and the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded.

d) Upon termination of the Agreement in accordance with Clause 5(b), the Purchaser shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Developer s or their successors or assigns or over the Villa or any part thereof, and the Developer s shall be entitled to deal with and dispose of the Villa to any other person/s as they may desire without recourse or reference to the Purchaser . The Developer shall be liable to refund the money paid by the Purchaser only after the Developer has resold the Villa and after the Developer has received monies due from any such new prospective Purchaser for the Villa. The process of termination shall be deemed to have been completed on the date on which the Developer sends the letter of termination under Certificate of Posting or Register A.D. to the notified residence address of the Purchaser, or by way of email to the notified email address of the Purchaser, in each case as recorded in this Agreement.

6. **Possession:**

a) Subject to the Purchaser making timely payments of all amounts due hereunder and the execution of a registered sale deed, the Developer shall complete the construction of the Villa and shall give possession of the Villa to the Purchaser on or before the Handover Date. If the Developer fails or neglects to give possession of the Villa to the Purchaser on the Handover Date on account of reasons solely attributable to, and within the control of the Developer, and the Purchaser has not agreed to an extension of time, the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Villa with interest at the same rate of as may mentioned in the Clause 5 above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

7. **Procedure for taking possession:**

a) The Developer, upon obtaining the occupancy certificate from the competent authority (without qualifications), and the receipt of full and complete payment from the Purchaser in accordance with the Agreement, shall offer in writing the possession of the Villa to the Purchaser in terms of this Agreement (“**Possession Notice**”).

- b) Within 30 (Thirty) days from the date of receipt of the above referred notice, the Purchaser shall take possession of the Villa by paying the balance consideration amount payable on possession under this Agreement to the Developer s and performing all the terms and conditions and stipulations contained herein to be performed and observed by the Purchaser.
- c) The Purchaser shall be deemed to have taken possession of the Villa on or after the 30th (Thirtieth) day of notice as aforesaid, hereinafter referred to as the “**The Deemed Date of Possession**”, irrespective of whether the Purchaser takes actual physical possession thereof. After the Deemed Date of Possession of the Villa, the Purchaser shall hold the possession of the Villa solely his/ her/their own risks and responsibilities.
- d) In case the Purchaser fails to take actual possession within the time specified in this Agreement, such Purchaser shall continue to be liable to pay maintenance charges as applicable including all government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the Villa, the Project Land thereon.
8. **Defects:** If within a period of five years from the date of handing over the Villa to the Purchaser , the Purchaser brings to the notice of the Developer any structural defect or any defects on account of workmanship or quality in the Villa, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, [then the Purchaser shall be entitled to receive from the Developer , compensation for such defect in the manner as provided under the Act]. Provided that in the event that after assuming possession, the Purchaser s carry out any work within the Villa or on its rooftop, resulting in cracks and dampness or any other defect within or to the adjoining Villa (s), then in such an event the Developer shall not be liable to rectify or pay compensation. For avoidance of doubt, hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc. shall not be considered as defective work. For the purpose of this clause, “**defects on account of workmanship or quality**” shall mean and be limited to civil defects, structural defects or leakage issues that are solely attributable to the fault of Developer. Notwithstanding the generality of the foregoing, in no event shall the Developer be liable under this Clause [8] for any defect arising from or in respect of:
- a) Any item purchased from or manufactured by a third party including but not limited to electrical, plumbing, joinery, CP or other fittings covered by a warranty of the manufacture thereof.



- b) Any structure/ item/specification that is broken or damaged due to mishandling, misuse, wear –and-tear or due to inadequate preventive maintenance by the Purchaser (s) or his/her/ their agents, workmen, tenants, occupants or sub-lessee's of the Villa.
- c) Any construction/ addition/ alteration/ modification in or to the Villa installed or carried out by the Allottes(s) or its agents after the Developer has handed over possession of the villa or during the furnishing or interior decoration thereof.
- d) Hairline cracks in plaster or wall finishes, given that these shall not constitute structural defects.
- e) Any defects arising consequent to use of the Villa for rental activity or rental activity or commercial purposes or in the event that the villa is put to any use other than for purely residential purpose.
9. The Purchaser, upon taking possession of the Villa, shall own and possess the same absolutely and, other than expressly agreed under this Agreement, shall have no claims against the Developer on any account.
10. Within 30 days after receipt of the Possession Notice or with effect from the Deemed Date of Possession, as the case may be, the Purchaser shall be liable to bear and punctually pay the proportionate share (i.e. in proportion to the carpet area of the Villa) of outgoings in respect of the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, insurance, transponder costs, common lights, bill collectors, and all other ongoing project expenses.
11. The Purchaser shall prior to delivery of possession of the Villa keep deposited with the Developer, the following amounts: –
- (i) Rs. [.]/- for deposit towards electricity charges.
  - (ii) [An advance deposit for 1 year for the maintenance charges in accordance with the Maintenance Agreement executed between the Developer and/ or maintenance service provider and the Purchaser/association or society ("**Maintenance Agreement**").]
  - (iii) Stamp duty and registration charges, as applicable.
  - (iv) Rs. \_\_\_/- as its proportionate share of transponder and sub-station costs.
  - (v) Rs. \_\_\_/- deposit towards water, and other utility and services connection charges.
  - (vi) Rs. \_\_\_/- as infrastructure tax.
  - (vii) Rs. 30,000/- as legal charges for title clearance and the agreement for sale.

12. **Deed of Sale:** Upon paying the entire sales consideration of the Villa, the Developer and the Purchaser shall execute and register a Deed of Sale of the Villa along with the undivided right in the Project Land. It is clarified that nothing herein stated shall confer or be deemed to have been conferred upon the Purchaser exclusively any right or title to the common areas on the Project Land including the common driveway, parking, common internal roads, internal paths, passages, overhead water tanks, sewers, water meters, well, underground tanks, common staff quarters or any other common facilities to the exclusion of the Developer and / or the Purchaser s or occupants of the other villas forming part of the said Project. All costs in connection with the execution, registration or stamping of the Deed of Sale (including any additional legal fees) shall be borne by the Purchaser.
13. **Representations and Warranties:** The Developer hereby represents and warrants, as of the date of this Agreement, to the Purchaser as follows:
- (i) The Developer has a clear and marketable title with respect to the Project Land, and has the requisite rights to carry out development upon the Project Land;
  - (ii) The Developer has actual, physical and legal possession of the Project Land for the implementation of the Project;
  - (iii) The Developer has the requisite approvals from the competent authorities to carry out development of the Project;
  - (iv) There are no encumbrances upon the Project Land;
  - (v) There are no litigations pending before any Court of Law with respect to the Project Land or Villa;

- (vi) All material approvals issued by the competent authorities with respect to the Project Land in which the Villa is situated are valid and subsisting and have been (or shall be) obtained;
  - (vii) The Developer is in compliance with all material applicable laws in relation to the Project Land in which the Villa is situated;
  - (viii) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - (ix) The Developer has not entered into any agreement for sale and/or development agreement with any person or party with respect to the Villa which will, in any manner, adversely affect the rights of Purchaser under this Agreement;
  - (x) The Developer confirms that the Developer is not restricted from selling the Villa to the Purchaser in the manner contemplated in this Agreement; and
  - (xi) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Developer in respect of the Project Land and/or the Project except those disclosed to the Purchaser.
14. The Purchaser himself/herself and for and on behalf of all persons into whose hands the Villa may come (temporarily or otherwise) hereby covenants with the Developer as follows:
- (i) To maintain the Villa at the Purchaser's own cost from the date the possession of the Villa is taken and shall not do or suffer to be done anything in or to the Project Land in which the Villa is situated which may be against the rules, regulations or bye laws or change/alter or make addition in or to the project in which the Villa is situated and the Villa itself or any part thereof without the consent of the local authorities, if required.
  - (ii) Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of the villa or storing of which goods is objected to by the concerned local or other authority. The Purchaser shall take care while carrying heavy packages which may damage or likely to damage common areas, compound wall, passages or any other structure of the project in which the Villa is situated. In case any damage is caused to the Villa, the Project Land or common areas on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the damages.

- (iii) To carry out at his own cost all internal repairs to Villa and maintain the Villa in the same condition, state and order in which it was delivered by the Developer to the Purchaser (subject to reasonable wear and tear) and shall not do or suffer to be done anything in or to the Project in which the Villa is situated or the Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority or applicable law. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Villa or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the project in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good condition, and in particular, so as to support shelter and protect the other parts of the projects in which the Villa is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural in the Villa without the prior written permission of the Developer and/or association (or society or company). In the event of a breach by the Purchaser of this covenant, the Purchaser shall be required to bear the cost of restoring the Villa or Project Land, as applicable, to its original condition, which sum shall be added to the maintenance fund for the P roject.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land in which the Villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Villa in the compound or any portion of the Project Land in which the Villa is situated.
- (vii) Pay to the Developer within fifteen (15) days of demand by the Developer, his share of security deposit (if applicable), any taxes or levies and other amounts as demanded by the concerned local authority or government for providing infrastructure like water, electricity, sewerage or any other service connection to the project in which the Villa is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of

user of the Villa by the Purchaser for any purposes other than for purpose for which it is sold.

15. Purchaser acknowledges and accepts that standard specifications, may, at times, vary between Villas in the Project Land to the extent of overall differences such as colour, size, shade, appearance and certain villas to be constructed by the Developer on the Project Land may be custom designed and based on the preferences of each buyer. All building materials including but not limited to floor tiles, paints, fittings are subject to variations to shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch, colour, texture and other variations.
16. The Purchaser shall not demand the partition or plotting of its undivided share in the Project Land, it being agreed that the Purchaser's interest in the Project Land is held in common with other owners of villas in the Project Land.
17. Use of the Villa:
  - (i) The Purchaser shall use the Villa or any part thereof or permit the same to be used only for purpose of residence alone.
  - (ii) The Purchaser shall not let out, sub-let, sell, transfer, assign her/his/ their interests under this Agreement unless they have discharged and paid to the Developer all sums due in respect of the Villa and the undivided right to the Project Land, and taken possession of the same in accordance with the Agreement.
  - (iii) Any rental or sub-licensing of the Villa shall be undertaken in accordance with the rules framed for renting/licensing of premises, which rules shall be framed by the Developer in consultation with all owners of the villas located on the Project Land. In the event that the Purchaser rents out or sub-lets the premises to third parties, irrespective of whether the Developer consents to such subletting or extends property rental or management services to the Purchaser in respect of the Villa, the Purchaser alone shall be responsible and liable for (a) any activities conducted by such third parties in the Villa or the Project Land, or any destruction, damage, theft etc. occurring in the Villa or the Project Land; (b) running costs, electricity charges, taxes, or any potential GST implications owing to the renting out of such premises.
18. The Purchaser acknowledges that the Developer is the exclusive owner in all right, title, interest, and intellectual property residing in the brand "Riviera" and shall not use the "Riviera" name, logo, trademarks or domain name to promote or market the Villa for any purpose whatsoever.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Project Land or the project in which the Villa is situated. The Purchaser shall have no claim save and except in respect of the Villa along with the proportionate undivided interest hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the Developer until sold/allotted.
20. This Agreement shall not create any binding obligation on the Developer until the Purchaser (a) signs and delivers this Agreement with all its schedules [along with the Maintenance Agreement]; (b) makes payments of all amounts due and payable at the time of signing the Agreement in accordance with the Payment Plan; (c) appears before the sub-registrar for completion of its registration. If the Purchaser (s) fails to execute any schedule or part of this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or fails to appear before the sub-registrar for its registration as and when intimated by the Developer, the Developer shall be entitled to serve a notice to the Purchaser for rectifying the default. In the event such default is not rectified within 15 (fifteen) days from the date of receipt of default notice by the Purchaser, the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith other than the booking amount which shall stand forfeited, shall be returned to the Purchaser without any interest or compensation whatsoever.
21. In the event any taxes and/or any other Government duty or tax is payable (now or in the future) in relation to the purchase of, or on-going residence in the Villa, the same shall be borne by the Purchaser (s) and the Purchaser (s) hereby agree and undertake to pay all such taxes and duties.
22. Setting up of an Association / Society: **[Subject to internal review]**
  - a) The Purchaser along with other Purchaser (s) of villas in the Project shall join in forming and registering a society or association or such other legal entity to be known by such name as the Developer may decide. For this purpose, the Purchaser shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the byelaws of the proposed entity and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the common organisation of Purchaser s.
  - b) The Purchaser shall observe and perform all the rules and regulations which a society, association (or similar entity) constituted subsequently may adopt at its inception and the additions, alterations and amendments thereof that

may be made from time to time for protection and maintenance of the said Project and the Villas therein and for the observance and performance of the Project Rules, Regulations and Bye- Laws for the time being of the concerned local authority and of Government and other public body. The Purchaser s shall also observe and perform all the stipulations and conditions laid down by the society or association regarding the occupancy and use of the Villa in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement.

- c) No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as the case may be, required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.
  - d) The Purchaser shall pay to the Developer its proportionate share of sums due for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
  - e) At the option of the Developer, the maintenance of the Project may be transferred to the society or association. In the event that the Developer exercises such right, the Developer shall (a) transfer all funds provided by the Purchaser(s) towards maintenance of the Project, to the association or society; and (b) exercise reasonable endeavours to transfer or novate in favour of the association/society all contracts executed by the Developer with a third party for providing such maintenance services.
23. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Villa.
24. This Agreement may only be amended through written consent of the Parties.
25. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser s of the Villa in case of a transfer, as the said obligations go along with the Villa for all intents and purposes. Any such transferee shall accordingly execute a deed of adherence in the format prescribed by the Developer.

26. In the event that the Floor Area Ratio presently applicable to the Project Land is increased, such increase shall ensure exclusively for the benefit of the Developer s alone without any rebate to the Purchasers. The Purchaser shall not object to any future development of any adjoining properties by taking the benefit of any additional FAR of the Project Land.
27. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
28. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser (s), the same shall be in proportion to the carpet area of the Villa to the total carpet area of all the Villa in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Purchasers.
29. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
30. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorised signatory at the Developer 's office, or at some other place, which may be mutually agreed between the Developer and the Purchaser. After the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the sub-registrar. Thereafter this Agreement shall be deemed to have been executed.
31. The Purchaser and/or Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act. 1908 and the Developer, through his authorised attorney, will attend such office and admit execution thereof.
32. That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post A.D and notified e-mail address specified below:



Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Notified Email ID: \_\_\_\_\_

Alternate Email ID: \_\_\_\_\_

**Developer: Riviera Constructions Private Limited**

Address: at 104, Upper Ground, Gomes Catao Complex, Angod, Near Cine Alankar, Mapusa, Bardez, Goa,

Notified Email ID: info@rivieragoa.com

Alternate Email ID:

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post and email failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser, as the case may be.

45. That in case there are joint-Purchasers, all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
46. The charges towards stamp duty and registration of this Agreement and the deed of conveyance/sale shall be borne by the Purchaser.
47. Any dispute between parties shall be settled amicably between the Purchaser and any one of the Directors of the Developer. In case of failure to settle the dispute amicably within a period of 90 (ninety) days, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, rules and regulations, thereunder.
48. That rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the exclusive jurisdiction over this Agreement and the deed of sale/conveyance.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa, Goa in the presence of attesting witness, signing as such on the day first above written.

For and on behalf of the Developer

\_\_\_\_\_

**In Presence of Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

For and on behalf of the Purchaser

MR. \_\_\_\_\_

**In Presence of Witness**

1. \_\_\_\_\_

2. \_\_\_\_\_

ATS DRAFT

**SCHEDULE I**  
**DESCRIPTION OF THE PROJECT LAND**

ALL THAT piece and parcel of land admeasuring 2419 sq. mts, of the property known as "VANTECHE BATTA" bearing survey number 189/17 D corresponding to the old Cadastral survey number 820 situated in the Revenue Village of Arpora, in the State of Goa, and bounded as under:

On or towards the North: by the property bearing Survey no. 189/17 belonging to Emelinda Graca Costa, Joao Nolasco Moniz & others.

On or towards the South: by the property bearing Survey no. 193/18 belonging to Avinash Anand Kenkre, Anil Srikant kenkre & others.

On or towards the East: by the property bearing Survey no. 194/1 of Sakaram Mahadeo Kenkre, Narayan Yeshwant Kenkre, Jagajivan Pandurang Kenkre & others.

On or towards the West: by the property bearing survey no. 189/17 –C belonging to Navnath Kerkar.

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ATS DRAFT

**SCHEDULE II**

**LIST OF APPROVALS**

1. Conversion 'Sanad' under the Goa Land Revenue Code, 1968
2. Development Permission from the North Goa Planning and Development Authority
3. Health Department NOC
4. PWD Department NOC
5. Electricity Dept NOC
6. License to commence construction from the Arpora Panchayat

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**SCHEDULE III****DESCRIPTION OF THE VILLA**

All that area identified as “**Villa [1]**” on the plan annexed in Part A of **Schedule V** here (*Site Plan*), comprising a carpet area of [.] square meters and built up area of approximately [.] square meters (including incidence of staircase) comprising of 3.5 Bedrooms and 1 living and dining area, 1 kitchen, 3 bathrooms and 1 powder room, along with the open terraces and balconies as set out in Part B of **Schedule V** (*Floor Plans*) developed on the Project Land and accompanying pool and car park, but excluding all common areas on the Project Land.

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**SCHEDULE IV****VILLA INDICATIVE SPECIFICATIONS****General**

- RCC framed structure
- Landscaped gardens
- 1 car park
- Staff quarters and store - room
- Elevator of Otis, Kone or equivalent brands
- Security Cabinet
- Sewage Treatment
- Power backup provision
- Concealed lighting in all villas
- Ambient lighting in common areas

**Electrical**

- Electrical modular switches
- Fire resistant electrical wires of a reputed brand
- Power outlets with concealed wiring, insulated copper wires
- Provision for lighting points and power sockets
- TV points for living room and bedrooms
- Air-conditioning units from Daikin or equivalent brands

**Bathroom Fittings and Accessories**

- CP fittings and sanitary fixtures from Toto, Kohler or equivalent
- Water heaters
- Lighting fixtures and fittings
- Hot & cold mixer for wash basins of Toto, Kohler or equivalent

**Kitchen**

- Quartz Marble or equivalent for kitchen counter-top
- Concealed lighting
- Provision for exhaust fan
- Provision for drinking water purifier
- kitchen cabinets and sink

**Doors and Windows**

- Solid doors opening shall be primarily polished teak wood frame
- Glass doors will adopt wood or aluminium frames

**SCHDEULE V**

**PART A - SITE PLANS**

**PART B - FLOOR PLANS**

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