

DRAFT AGREEMENT OF SALE

THIS AGREEMENT is executed on this February 6, 2018 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 Card no.: 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 Card no. ACUPB4288K, Indian National, resident of House No.149, Gaunsavaddo, Mapusa, Bardez, Goa, 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** and -----, --- years of age, son of -----, ----- (status), ----- (occupation), holder of Pan card no: -----, Indian National, resident of ----- hereinafter called **THE PURCHASER**(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**.

AND WHEREAS the **VENDOR** herein is the owner in possession of :

(A) All that property known as “Gorbata” or “Gharbhatt” or “Cristovam Dias” admeasuring 3300 sq. mtrs having therein a residential house bearing No. 1257 situated at Bamonvaddoof Siolim, within the limits of Village Panchayat of Siolim - Marna, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is described in the Land Registration Office under number 37488 of Book B 96 (New) at page 74 overleaf forming a distinct and separate part of the larger property described under No.3535 of Book B 10 New, surveyed in the Old Cadastral survey under no. 1380 (part) enrolled in the Revenue Office for Matriz Predial under no. 357 of the 3rd circumscription, surveyed for Record of Rights under Survey No. 52/20 of the Revenue Village of Siolim and more particularly described in the Schedule IA hereunder and referred to hereafter as **THE FIRST PROPERTY**.

WHEREAS, the said First Property hereinabove referred to and more particularly described in the Schedule IA hereunder written was originally belonging to late Sadashiva Raghunath Dessai who purchased the same by Deed of Sale dated 18th September 1944 duly recorded at pages 48 onwards of Book No.

427 of the Books of the then Notary Public (erstwhile NotarioPublico) Adv. Jose JoaquimFilipe Pinto de Menezes of Mapusa, Bardez Goa.

AND WHEREAS in view of the purchase, the said First Property bearing description No. 37488 of Book B 96 (New) at page 74 overleaf is Inscribed under No. 33392 of Book No.G 27 at page 183 overleaf and surveyed for Record of Rights under Survey No. 52/20 in the name of the said SadasivaRaghunathDessai.

AND WHEREAS the said SadashivaRaghunathDessai was married to UmabaiSadashivaDessai, both of whom died on 16.01.1971 and 01.02.2000 respectively and on whose death an Inventory Proceedings bearing no 435/10/E was instituted in the Court of the Civil Judge Junior Division of Bardez at Mapusa.

AND WHEREAS, the said First Property hereinabove referred to and more particularly described in the ScheduleIAhereunder written was described as Item no.1 in the Description of Assets in the said Inventory Proceedings.

AND WHEREAS, in the said Inventory Proceedings, the said Item No.I viz. the said First Property described at Schedule IA, was allotted to Mrs.VandanaShashikantPandit and her husband Dr.AnantChandrakantPai by final Order dated 11.9.2017 passed by the Honourable Civil Judge Junior Division E Court at Mapusa confirming the Chart of Partition dated 21.7.2017.

AND WHEREASby a Deed of Sale executed on 12.09.2017 and registered with the Sub Registrar of Bardez at Mapusa under no.BRZ-BK1-03772-2017, CD NO.BRZD790 dated 14.9.2017, the said Mrs.VandanaShashikantPandit and her husbandDr.AnantChandrakantPai sold the said First Property described in Schedule IA to the **VENDOR** herein.

AND WHEREAS the **VENDOR** herein is thus the absolute owner of the said First Property described in **Schedule IA**hereinunder written.

AND WHEREAS there exists another property comprised of “Segundaaddicao” or “**Second Plot**” of the property known as “**Thomas de Britto**” or “**BindichoBhat**” situated at Bamonvaddoof Siolim, within the limits of the Village Panchayat of Siolim – Marna, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in its entirety in the Land Registration Office under no.1862 of Book B 5 New page 300 corresponding in its entirety to Matriz no. 494, which is distinct and separate part or “segundaaddicao” or “second plot” and is surveyed in the Old Cadastral survey under no 1376 and

in the Survey for Record of Rights under no. 53/17 of the Revenue Village of Siolim and hereafter referred to as the “ **SECOND PROPERTY**”.

AND WHEREAS the “said second property” originally belonged to VamonVitolaNaique, alias VamanVithalNaik, in whose name it is inscribed under Inscription no. 40628 of Book G-44 at page 33 in the Records of the Land Registration Office of Bardez at Mapusa.

AND WHEREAS, the said property was allotted to the said VamonVitolaNaique alias VamanVithalNaik, in Inventory Proceedings on the death of ChandrabagaNaique, wife of VitolaPandurangaNaique alias Naik held in the Office of the Judge of the Comarca of Bardez at Mapusa and confirmed by Order dated 3rd October 1938.

AND WHEREAS in the said Inventory Proceedings, the said entire property was described under item no. 7 and allotted to the said VamanVitolaNaique, son of the said Chandrabaga and VitolaPandudrangaNaique.

AND WHEREAS, the said VamanVitolaNaique died on 22/08/2011 leaving behind Mrs.RadhabaiVamanNaik, his half sharer and moiety holder and PandurangVamanNaik alias YogeshNaik as his sole and exclusive heir married to NandiniPandurangNaik, under the system of communion of assets, by virtue of which PandurangVamanNaik alias YogeshNaik and NandiniPandurangNaik, were entitled to the remaining half undivided share in the said entire property.

AND WHEREAS the inheritance on the death of VamanVitolaNaique is recorded in a Deed of Succession dated 22nd November 2011 recorded in the Book of Deeds bearing no. 837 at pages 9 to 11 of the Notary Ex-officio of the Judicial Division of Bardez situated in Essar Trade Centre, Second Floor, Mapusa, Bardez, Goa and is confirmed in favour of the said Mrs.RadhabaiVamanNaik, PandurangVamanNaik alias YogeshNaik and NandiniPandurangNaik.

AND WHEREAS, said Mrs.RadhabaiVamanNaik, PandurangVamanNaik alias YogeshNaik and NandiniPandurangNaik by two separate Deeds of Sale dated 17.8.2017 registered under Book No.I, Reg.NO.BRZ-BK1-03470-2017, CD NO.BRZD789 dated 17.8.2017 and Deed of Sale dated 18.9.2017 registered under Book No.I, Reg.no.BRZ-BK1-03860-2017, CD NO.BRZD790 dated 20.9.2017, before the Sub Registrar of Bardez at Mapusa, sold part of the said Second Property constituted of two plot admeasuring 407 and 286 sq.mt each totally admeasuring

692.00 square metres to the **VENDOR** excluding an area of 57 square metres of the said Second Property.

AND WHEREAS the said two plots purchased by the **VENDOR** herein by the said two deeds dated 17.8.2017 and 18.9.2017 excluding an area of 57.00 square metres together is more particularly described in Schedule IB herein under written and hereinafter referred to as **THE SAID SECOND PROPERTY**.

AND WHEREAS the **VENDORS** have thus become the absolute owners in possession of the said First Property described in Schedule IA and the Second Property described in Schedule IB, together described in Schedule I hereunder written and hereinafter 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** as owner thereof entitled to develop the said property by constructing thereon building or buildings / villas / apartments for sale to third parties.

AND WHEREAS the said **VENDOR** has evolved a scheme to develop "the said property" described in Schedule IA and IB in **PHASE I**.

AND WHEREAS the Complex in the said property in **PHASE I** and subsequent in phases in properties around the said property which are in the process of being acquired by the **VENDOR** shall be together known as **"RIVIERA SUBLIME"**.

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

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

AND WHEREAS the **VENDOR** on purchase of the said property obtained a Sanad for conversion of the land for non agricultural use bearing ref no. 4/203/CNV/AC-III/2017/21 and ref. no. 4/226/CNV/AC-III/2017/20, both dated 8th January 2018.

AND WHEREAS the said **VENDOR** secured an approval from the Town and Country Planning Department for development of the said property vide Order bearing reference TPB/3845/SIO/TCP-17/3873 dated 22nd December, 2017.

AND WHEREAS the Village Panchayat on the basis of the above referred to Order of the Town and Country Planning has granted Construction Licence dated 14.02.2018 bearing Construction Licence no: VP/S.M./17-18/26/2705 permitting the said **VENDOR** permission to construct buildings as approved by the said Licence.

AND WHEREAS, the **PURCHASER** has verified the title of the **VENDORS** to the said property, the Conversion Sanad issued by the Collector of North Goa at Panaji, the No Objection Certificate issued by the Town and Country Planning Department and the Construction Licence referred to hereinabove.

AND WHEREAS the **PURCHASER** on verification of the title and all the approvals and licenses has approached the **VENDOR** expressing his/her/their willingness to purchase an apartment / villa, complete in all respects 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 I (Phase I) hereunder written.

AND WHEREAS the **PURCHASER** has agreed to pay for the purchase of 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 **PURCHASER** has agreed to pay the said consideration as detailed in Schedule III hereunder written.

AND WHEREAS the specifications for the construction of the said premises and the other details of the proposed transaction are shown in Schedule V hereunder.

AND WHEREAS the parties have agreed to enter into an Agreement for sale of the said premises proposed to be constructed and more particularly described in Schedule II hereunder written and undivided right to the said

property described in Schedule I hereinunder written wherein which premises shall be a part of Phase I of the complex known under the name and style of “**RIVIERA SUBLIME**”.

AND WHEREAS the **VENDOR** proposes development in further Phase in adjoining properties which are under negotiations for purchase thereof by the **VENDOR** from the Owners of the said properties.

AND WHEREAS the parties hereto have therefore agreed to enter into this agreement of sale on terms herein below contained.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. That in consideration of payment of the total amount detailed in Schedule III hereinunder written, payable by the **PURCHASER** to the **VENDOR** for the sale of the said premises, and undivided right to the land, the **VENDOR** does hereby agree to transfer, convey and hand over the possession of the said premises in favour of the said **PURCHASER**, which premises are more particularly described in Schedule II hereunder written and proposed to be constructed in the said property described in the Schedule I hereunder and shall have the specifications contained in Schedule VI and detailed/identified in the plan annexed hereto.
2. It is clearly specified that the undivided right agreed to be sold to the **PURCHASER** shall be in the said property more particularly described in Schedule I hereunder written and shall not include undivided rights in the property wherein other phases of the said Complex are proposed to be constructed.
3. That the **PURCHASER** 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 and payable by the **PURCHASER**.

4. That the consideration payable under this Agreement shall be paid in the manner indicated in the Schedule of payments contained in Schedule III hereunder written.
5. The **PURCHASER** 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 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 **PURCHASER** to pay the balance consideration in terms of Schedule III hereunder 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 **PURCHASER** as shown/indicated in the Schedule IV hereunder written. A notice shall be deemed to have been served on the **PURCHASER** once it is posted under certificate of posting or email to the address of the **PURCHASER** as given in Schedule IV hereunder written.
9. That in the event of such termination, an amount of Rs. 2,00,000/- (Rupees Two Lakhs only), paid by the **PURCHASER** 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, Judgment, 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 **VENDOR** or
 - ii) Strikes or agitation by the workers, employees or labourers of the **VENDOR** 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 Civil or Revenue 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 occupation 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 **VENDOR** shall not be liable to pay any compensation to the **PURCHASER** 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 **PURCHASER**.

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 **PURCHASER** 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 **PURCHASER** 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 **PURCHASER** all the amounts that have been received by the **VENDOR** from the **PURCHASER** 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** thereafter 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 **PURCHASER** 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 **PURCHASER** in the said premises agreed to be purchased by the **PURCHASER** for all the monies that the **PURCHASER** is liable to pay in terms of these presents.

14. That the **PURCHASER** shall at no time demand the partition of his undivided interest in the said property, it being agreed and declared by the **PURCHASER** 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 **PURCHASER** shall have no claims for exclusive possession of any part of the said property.

15. The **PURCHASER** 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 **PURCHASER** 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 **PURCHASER** shall be responsible for any breach of these conditions and the **VENDOR** or any other 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 **PURCHASER** will not have any other rights to the said property which shall on completion belong to all the Purchasers or owners of the unsold flats / premises.

17. The **PURCHASER** shall also, in addition to the consideration of sale, keep a refundable security deposit as mentioned in Schedule IV hereinunder 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 Entity or Association constituted/formed by all the owners after deducting all the expenses incurred by the **VENDOR** in the interim period

until the hand over to such Entity or Association. Till such time the amount is handed over to the Association, the **VENDOR** shall be entitled to use 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 **PURCHASER** shall be entitled to use common facilities and amenities subject to making of therefundable security deposits and the payments herein mentioned. The **PURCHASER** shall contribute such further sums that may become necessary for the maintenance of all the common areas. The decision of the **VENDOR** in this regard in the intervening period shall bind the **PURCHASER**.

19. The **PURCHASER** does hereby agree to observe and perform all rules and regulations, which the **VENDOR** or such Entity or Association 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 **PURCHASER** 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**, Entity or Association 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 **PURCHASER** for the said premises and the proportionate right to the land of this Phase described in Schedule I, it shall execute necessary Deed/s and documents conveying the said premises and undivided share / right to the land described in Schedule I corresponding to the built up area of the said premises and conferring title of the said premises unto the **PURCHASER** 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 corresponding to the said premises in this Phase shall be prepared by the advocate of the **VENDOR** at the expense of the **PURCHASER** 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 and common areas corresponding to the built up area of the common areas and the facilities in the land described in Schedule I in favour of the **PURCHASER** 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 **PURCHASER** AND OR THE ENTITY shall pay the Stamp duty and Registration charges, in addition to Legal Fees of Rs.20,000/- (Rupees twenty thousand only).

23. On possession of the said premises given to the **PURCHASER** 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 **PURCHASER** 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 Purchasers 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 **PURCHASER** 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 Purchasers in respect of the apartment /villa agreed to be purchased by the **PURCHASER**.

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 on long term basis without conducting commercial activity in form of Hotel room, service apartment or such other short / long term use 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 term 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 hereinunderwritten and allotted as hereinabove mentioned.

29. That possession of the said premises is not handed over by this Agreement and shall be handed over at the time of execution of the final Sale Deed.

30. The **VENDOR** shall register the project under the provisions of the RERA Act and Rules framed thereunder as and when so required by law.

31. The **VENDOR** has before signing of this Agreement, been 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.

32. The **PURCHASER** has inspected the properties described in Schedule IA and IB prior to the execution of this Agreement.

SCHEDULE I

IA. All that property known as "Gorbata" or "Gharbhatt" or "Cristovam Dias" **admeasuring 3,300 sq. mtrs.** situated at BamonvaddoofSiolim, within the limits of Village Panchayat of Siolim - Marna, Talukaand Sub-District of Bardez, District of North Goa, State of Goa, which property is described in the Land Registration Office under number 37488 of Book B 96 (New) at page 74 overleaf forming a distinct and separate part of the larger property described under No. 3535 of Book B 10 New, surveyed in the Old Cadastral survey under no. 1380 (part) enrolled in the Revenue Office for MatrizPredial under no. 357 of the 3rd circumscription, surveyed for Record of Rights **under Survey No. 52/20** of the Revenue Village of Siolim and is bounded as under:

EAST : By the rain water drain after which lies the property bearing Survey No. 50/15;

WEST: By the property bearing Survey No. 53/17 originally belonging to the heirs of PandurangNaique, & now by Riviera Constructions Pvt. Ltd.

NORTH: By the property bearing Survey No. 52/19; AND

SOUTH : By the properties bearing Survey No.52/21, 52/22, and 52/23 of Village Siolim.

IB. All that part**admeasuring 693 sq. mtrs.** of the property known as "Thomas de Britto" or "BindichoBhat" being its "Segundaaddicao" or "Second Plot"situated at BamonvadoofSiolim, within the limits of the Village Panchayat of Siolim- Marna, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, described in its entirety in the Land Registration Office under no.1862 of Book B 5 New at page 300, enrolled in the Taluka Revenue Office in its entirety under no. 494, which is a distinct and separate part or "Segundaaddicao" or "second plot" and is surveyed in the Old Cadastral survey under no 1376 and in the Survey for Record of Rights under **Survey no. 53/17** of the Revenue Village of Siolimand which propertyis bounded as under:

EAST: By the properties bearing survey 52/14 (part) originally belonging to Vincent Pais and previously belonging to, Cristovam Dias, JoaquimVincentePais, Survey number 52/20 previously belonging to the heirs of SadashivRaghunathDessai and now by Riviera Constructions Pvt. Ltd. and Survey number 52/19 belonging to the heirs of Joao Jose Fernandes, both previously belonging to the heirs of Maxiano Gonzaga Gomes and property

bearing Survey number 52/21 belonging to St. Francis Xavier High School originally belonging to Constancio Francisco Paulo.

WEST: By the village Road beyond which lies the property bearing survey 56/6, belonging to theNaik family.

NORTH: By the property bearing survey number 53/16 belonging to Om Developers and originally belonging to heirs of Salvador Fernandes and Fr. Fenelon da Costa.

SOUTH: By the property bearing survey number 52/21 belonging to St. Francis Xavier High School, originally belonging to the heirs of Constancio Francisco Paulo.

This property however does not include an area of 57 square metres of Survey no.53/17 retained by the erstwhile owners.

SCHEDULE II

The unfurnished _____ villa /apartment bearing No.---- on _____ floor in Block ‘B’ at “**RIVIERA SUBLIME**” COMPLEX, constructed in the property, more particularly described in Schedule II hereinabove, having a carpet area of - ---sq. mts. (**excluding covered balcony, open terrace, external walls, and including internal walls**) corresponding to built up area of ---sq.mtsand superbuilt up area of _____ sq.mts. i.e. including the incidence of common staircase & passages.

The said---- bearing ----is shown in the plan annexed hereto in red coloured lines and shall not have any furnishings.

SCHEDULE III
(SCHEDULE OF PAYMENT)

Total price of ---- bearing No: ----- 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 & Services Tax (GST) as applicable. At present @ 12%, is payable along with each installment.

SCHEDULE IV

The Project/Complex shall be completed on or before the end of May 2020 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) Refundable Maintenance Deposit Rs.

iii) Address of the Purchaser

iv) GST /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: Sand faced cement plaster painted with weathershield or equivalent paints.

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

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

BATHROOMS: Flooring and walls in high quality ceramic tiles. Granite 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.

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 villa.

KITCHEN: Granite platform 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 signing below.

THE VENDOR:

(M/s. Riviera Constructions Pvt. Ltd. represented by its Chairman
& Managing Director Mr. AGNELO MACHADO BRAGANCA)

THE PURCHASER/SECOND PARTY:

WITNESS:
