

AGREEMENT TO SELL

This Agreement for Sale is executed at Goa on this..... day of, 2024.

BETWEEN

M/S Sattva Villas LLP , a limited liability partnership concern

having their address at..... and having PAN card bearing

No. _____ through their duly authorized representative
Mr..... s/o..... r/o.....

(hereinafter referred to as the SELLER or the Party of the FIRST PART).

AN D

....., son/daughter of aged _____ years, Indian national, holder of PAN card bearing No. _____ and Aadhaar card baring No: _____, resident of (hereinafter referred to as the PURCHASER or the party of the SECOND PART).

(The expression the SELLER and PURCHASER shall mean and include the parties themselves, their respective legal heirs, executors, successors, administrators, and legal representatives.)

WHEREAS:

A) The **SELLER** is the absolute owner in possession of the plot of land named “TERCEIRO TOLOPO” admeasuring 2000 sq.

meters with an old plinth on it, located, Village Anjuna, at Survey number 206/3, within the limits of Village Panchayat of Anjuna, Taluka and Registration Sub-District Bardez, Goa (Hereinafter referred to as Said Property) duly registered at Serial No 2021-BRZ-2539 in Book No 1 at the Sub registrar's office, Bardez dt 16/07/2021, more described in Schedule –I hereunder written.

B) Said Property originally belonged to one Maria Santana Mascarenhas, who acquired the right to it on the aforamento basis granted by the Comunidade of Anjuna , endorsement with respect to the aforamento has been recorded under no. 6 of Second B volume of the Book of Tombo of the said Comunidade on 30/04/1919.

C) Upon the death of said Maria Santana Mascarenhas, her granddaughter Carmelina Fernandes e Britto acquired the right to the said property by way of succession. Accordingly, her name is found to be recorded in the Occupants Column of Survey Form I and XIV (Manual) pertaining to survey no. 206/3 of Village Anjuna .

D) Carmelina Fernandes also known as Carmelina Fernandes e Britto married one Joseph Britto. Said Joseph Britto died on 07/01/1986 leaving behind his moiety holder said Carmelina and four sons and three daughters namely, a) Cyril Paul Britto married to Esperanca Feliciano Britto, b) Mr. Vincent Albert Britto, c) Sebastian Nicolas Britto married to Savia Britto, d) Basil Mathew Britto, e) Georgina Peres, f) Marie Apoline Irene Harren and g) Isabella Britto.

E) Carmelina Fernandes e Britto along with her son Sebastian Britto and his wife Savia sold the said property to J.M.H. Hazaranbi vide Deed of Sale dated 15/01/1997 duly registered in the office of Sub-Registrar cum Civil Registrar, Bardez under no. 805, Book no. I volume 492, dated 12/02/1997.

F) Similarly, said Cyril alongwith his wife Esperanca and his brother Albert sold their undivided share in the said property to said J.M. H. Hazaranbi vide Deed of sale dated 24/01/1997 duly registered in the office of Sub-Registrar of Bardez, under no. 855, in Book No. I, Volume No. 494, dated 18/02/1997.

G) By Deed of Sale dated 30/12/2009, said J.M. H. Hazaranbi sold the said property to Mr AlemaoValen Savio Sydney alias Valen Savio S Alemao. The said Deed of Sale was duly registered in the office of the Sub-Registrar Cum Civil Regsitrar, Bardez, under No. BRZ-BK1-02372-2009, Book-1 document, dated 31/12/2009.

H) Thereafter, a suit bearing Regular Civil Suit No. 46/2012/F was filed by Cyril Paul Britto his wife Esperanca Feliciana Britto, Basil Mathew Britto, Georgina Peres, Marie Apoline Irene Harren, Isabella Britto and Vincent Albert Britto against Sebastian Britto and his wife Savia, J.M.H. Hazaranbi, her husband J.M. Haroon and the Seller in the court of Civil Judge Junior Division at Mapua to declare the Deed of sale dated 15/01/1997 and 30/12/2009 as null and void and for issuance of direction to the Sub-Registrar for cancellation of these instruments.

During the course of the proceeding, the parties arrived at a compromise among themselves and consent terms came to be filed before the Hon'ble Civil Judge Junior Division at Mapusa. Based on said Consent Terms, a Compromise Decree dated 30/01/2016 was drawn by the Hon'ble Civil Judge Junior Division at Mapusa. By the said compromise decree the plaintiffs in the said suit conveyed all their undivided rights, title and interest in the said property in favour of the Seller herein upon receipt of consideration.

I. Thereafter, by Deed of Sale dated 06/07/2021, said Mr Savio Valen Savio Sydney alias Valen Savio S Alemao sold the said property to the Seller namely M/S Sattva Villas LLP. The said Deed of Sale was duly registered

in the office of the Sub-Registrar Cum Civil Registrar, Bardez, under No. 2021-BRZ-2539, Book-1 document, dated 16/07/2021 through which document, the Seller became the absolute owner and in possession of the Said property.

The Seller has built four villas on said property, each villa having sub plot area of 500 sq mts and each Villa having a built up area of 395 sq mts (Carpet area..... sq mts) on ground and first floor and each villa having 4 bedrooms, five washrooms, one kitchen, two living rooms, separate driveway and independent swimming pool. The Villas are numbered 1 to 4.

And whereas the PURCHASER has approached the SELLER with the proposal to purchase Villa No... on the said property (Hereinafter referred to as the said Villa)

J) The SELLER has agreed to sell the said Villa to the PURCHASER for the total consideration of Rs..... (Rupeesonly) which is its fair market value and that the parties have agreed to execute Agreement for sale on following terms and conditions.

NOW THIS AGREEMENT TO SALE WITNESSTH AS UNDER:

1. In pursuance of the agreement above, the SELLER has agreed to sell the said Villa and the PURCHASER has agreed to purchase the said Villa for a total consideration of Rs. (Rupees Only).

2. Out of the total consideration, the Purchaser has paid today a sum of Rs..... (Rupees Only) towards earnest money, as under

i) by RTGS, UTRN dated _____ Drawn on _____ for Rs (Rupees only)

ii) Rs (Rupees only) as TDS as reflected in Form 26AS in name of Seller

. The receipt of which the SELLER hereby admits and acknowledges.

3. That the PURCHASER shall pay the balance consideration of Rs..... (Rupees.....Only) on or before whereupon, the SELLER shall hand over the vacant and peaceful possession of the aforesaid Villa under sale to the PURCHASER/or his Nominee and the SELLER shall execute the proper sale Deed in respect of the aforesaid Villa in favour of the PURCHASER/or his Nominee.

4. It is agreed between the Parties to the present Agreement for sale that Deed of Sale conveying the said property shall be executed into on or before, after the advocate for the PURCHASER is satisfied of the marketability of the title of SELLER after a thorough title search.

5. The PURCHASER shall forfeit the advance of Rs...../- (Rupees Only) paid as Earnest Money by him in case he refuses to execute the Deed of Sale with respect to the said Property within the time and as per terms of this Agreement to Sale.

6. The SELLER shall pay to the PURCHASER, twice the earnest money paid, in case the SELLER refuses to execute the Deed of Sale with respect to the Said Property within the time stipulated herein and as per terms of this Agreement to Sell.

7. That upon scrutiny of title it is found that there is any deficiency in the ownership documents or chain of documents of the SELLER for the above mentioned property, the SELLER shall rectify the same within 15 days of such intimation to him by the

PURCHASER. In case the SELLER is unable to rectify the deficiency, this will be considered a breach of the said 15 days. That photocopies of ownership documents for the said property with the SELLER including the purported entire trail of ownership and associated documents have been handed over by the SELLER to the Purchaser

8. That the SELLER assures the PURCHASER that the above mentioned property under sale is free from encumbrances such as prior sale, gift, mortgage, bank loan, litigation, and disputes, stay order and attachment, notification and acquisition charges and liens, surety and security or any other registered or un-registered encumbrances and if it is proved otherwise, the SELLER will be liable and responsible to indemnify/make good the loss thus suffered by the PURCHASER, besides immediate refund of the earnest money of Rs. (Rupees Only) received by the SELLER.

9. That all previous arrears of property tax and/or dues of all means either of Govt. bodies, banks or Pvt. companies, in respect of the above mentioned villa under sale, and pertaining to any period upto the date of the Sale deed, as on the date of execution/signing of the Sale Documents/delivery of possession will be the liability of and paid by the SELLER, and after the date of sale execution/registration, all liabilities and dues pertaining to the said villa for all periods after the Sale Deed will be paid by the PURCHASER.

10. That the SELLER has represented the PURCHASER that the above mentioned villa is under old settlement zone and the PURCHASER is legally entitled to make multiple dwelling units on the said property.

11. That the SELLER has further assured the PURCHASER that the above mentioned villa is on 500 sq mts of land and is fully

admeasuring 395 Sq Meters (..... square meters) and has carpet area of..... sq mts in area. The SELLER shall conduct a proper survey to determine the metes and bounds of the above mentioned villa and submit a proper report showing the area of the villa as per the report to the PURCHASER. In case the survey determines the carpet area of the above mentioned villa at more or less than..... sqmts, the final price shall be adjusted as per the actual area of the above mentioned villa.

12. That the PURCHASER shall be fully entitled to transfer the above mentioned villa under sale in their own name or any of his nominees/associates at the time of execution of the Sale Deed.

13. That the SELLER shall hand over all the relevant documents as in respect of the above said villa to the PURCHASER at the time of execution of the Deed of Sale following full payment.

14. That the full and final payment for purchase of above mentioned villa shall be done by the PURCHASER as decided between them simultaneously upon the Sale Deed being executed.

15. That on the date fixed between the parties and subject to the fulfillment of conditions mentioned above, the SELLER shall execute the Sale Deed in the office of Sub-Registrar, Bardez, in respect of the said property in PURCHASER's or his Nominee/Associate's favour after receiving balance consideration of Rs. (Rupees..... Only).

16. That payment of Stamp Duty, Registration charges and all the expenses with respect to the Transfer of said property shall be paid/ incurred by the PURCHASER.

17. The PURCHASER shall comply with provisions of TDS and Deduct TDS as applicable as per Income Tax Act 1961 on the sale Consideration at the time of execution of Sale Deed.

18. Subject to the fulfillment of the terms of this Agreement to Sell, the last date of registration of Sale Deed has been fixed as Time is the essence of this agreement. No extension of these dates shall be permitted for any reason except with mutual consent of both Parties.

19. In case of any default by either Party in adherence to these dates, the non defaulting Party shall be entitled for monetary compensation as mentioned in Clause no.... and of this Agreement to Sale, besides other recourse that may be available to the non defaulting Party.

20. That in case of breach of any terms and conditions mentioned in this Agreement for sale by one, the other Party shall be entitled to approach the Court of law seeking specific performance of this agreement.

21. This Agreement for Sale is signed by both the parties after fully reading and understanding the contents of the same. This agreement shall remain binding on both the parties and their respective legal heirs.

22. That this Agreement to Sell is being executed in Goa and in case of any dispute, only the Courts situated at Goa shall have jurisdiction over the case.

SCHEDULE – I
(DESCRIPTION OF THE SAID PROPERTY)

The Villa No... having plot area of 500 sq mts and carpet area of..... sq mts built on immovable property known as “TERCEIRO TOLOPO” totally admeasuring an area of 2,000 square metres composed of two adjacent plots by the same name, being one plot lying on the North and the other plot lying on the South and each of such plots having an area of 1,000 square metres, situated in the

village of Anjuna, within the limits of Village Panchayat of Anjuna-Caisua, Taluka and Registration Sub-District of Bardez, District of North Goa in the State of Goa, not described in the Land Registration Office, not enrolled in the Matríz records of Land Revenue Office, but surveyed under N. 206/3, and erstwhile bounded by the lands of Comunidade of Anjuna, which are later on granted to different persons, and now bounded as follows:-

East:

West:

North.....

and

South:

IN WITNESS WHEREOF the parties hereto have signed this Agreement of Sale on the day, month and the year hereinabove mentioned.

SIGNED, SEALED AND DELIVERED
Within named the **SELLER**
or the party of the **FIRST PART.**

Sh.....

(AUTH REP Of M/S Sattva Villas LLP.)

SIGNED, SEALED AND DELIVERED
Within named the **PURCHASER**
or the party of the **SECOND PART**

(MR.)

In the presence of :

1) _____

2)_____