

AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made at Mapusa on ____ day of ,
_____ 20_

BETWEEN

1. DELVIN INFRASTRUCTURES, a partnership Firm registered under number 73/13 before The Sub Registrar of Bardez, 30/07/201, having Pan Card No.AAJFD6735E, having it's office at Bernard Ark, Coop. Housing society Khorlim Mapusa Goa and represented by it's Partner, MR. JOHN DOLPHIN SEQUEIRA S/O LATE BERNARD SEQUEIRA aged ____ years, married, holding Pan Card No.AOSPS2461K, Indian National r/o 202, Grotto Heritage opp. Orlem Chruch Marve Road Orlem Malad Mumbai (W) and MS. DIANA A. SEQUEIRA, D/O JOHN DOLPHIN SEQUEIRA, 23 years of age, Pan Card No. ECJPS8689Q, Indian National, R/o. r/o 202, Grotto Heritage opp. Orlem Chruch Marve Road Orlem Malad Mumbai (W) Both represented through their General Power of Attorney Holder Mr. FRANCIS FERNANDES S/O JOSEPH FERNANDES, 41 years of age , married, service Indian National, Pan card No. AAMPF1040M R/O E/13 Domes Park 2, Suyog nagar, stella Vasai (W), executed at Mumbai before notary O.P. Tiwari on 10th march 2017 bearing GRN No. MH009273339201617E hereinafter referred to as the 'VENDORS' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all their heirs, attorneys, executors, administrators, legal representative and assigns) OF THE FIRST PART.

AND

MR./MRS./MISS _____ son of/ wife of/ daughter of _____, _____ years of age, married, _____ (occupation), Pan Card No. _____, Indian National, r/o _____ hereinafter referred to as the 'PURCHASER' (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all their heirs, attorneys, administrators, legal representative and assigns) OF THE SECOND PART.

ALL THE PARTIES ARE INDIAN NATIONALS.

WHEREAS there exists all that piece and parcel of land admeasuring 3,775 sq. mts. known as "MANCHO WHAL", situated in Village Assagao, Taluka and Sub-District of Bardez, North Goa District and State of Goa, surveyed under Survey No.173/8 Hereinafter referred to as the 'Said Property' for the sake of brevity and better described in terms of Schedule-I hereunder written.

AND WHEREAS the 'Said Property' originally belonged to Viviano de Sa alias Vivian D'Sa alias Vivian Dalgado D'Sa alias Viviano Dalgado D'Souza alias Dalgadi D'Souza or Dalgado D'Souza and his wife Mary Anne de Sa alias Mary Ann D'Sa.

AND WHEREAS the said Mary Anne De Sa expired on 27/10/1958 and thereafter the said Viviano De Sa expired on 19/04/1967 leaving behind their children Rosa de Sa, Helen de Sa, Vera de Sa and Dr. Victor de Sa.

AND WHEREAS the said Rosa de Sa was married to Lloyd da Silva and out of the wedlock had the following children namely, George da Silva and Helen Ann. The said Rosa De Sa expired on 20/07/1970 and Lloyd da Silva expired on 01/02/1982. The said George da Silva expired in the status of being a bachelor on 10/11/1971. The said Helen Ann de Sa married Ashley de Souza.

AND WHEREAS the said Helen de Sa De Souza, daughter of late Viviano and late Mary Ann, was married to Evaristo De Souza. The said Helen de SA De Souza expired on 07/10/1982 leaving behind her, her widower, Evaristo De Souza and the following children namely, Hazel de Souza married to Arnaldo Baptista; Elliot De Souza married to Gloria Vaz De Souza; Ewart De Souza married to Monica De Souza; Eardley De Souza, who was unmarried and Everard De Souza married to Charlotte De Souza.

AND WHEREAS the other daughter of late Viviano De Sa and Mary Ann, namely, Vera de Sa alias Vera de Sa Noronha alias Vera de Noronha married Douglas de Noronha.

AND WHEREAS the son of late Viviano De Sa and Mary Ann, namely, Dr. Victor de Sa alias Dr. Victor P. de Sa married Carmen Menezes de Sa.

AND WHEREAS upon the demise of her parents, late Viviano De Sa and Mary Ann, Vera D'Sa Noronha alias Vera de Noronha instituted succession proceedings viz., Inventory Proceedings No.174 of 1994 before the Court of Civil Judge Senior Division at Mapusa for the purpose of succession of their estate, wherein the 'Said Property' was listed as Item No.1.

AND WHEREAS the said property came to allotted to Helen Ann de Sa alias Helen Ann de Souza towards her share in the estate of her late grandparents and her name has been mutated in From I and XIV of 'Said Property'.

AND WHEREAS (1) Ashley De Souza and (2) Helen Ana De Souza both husband and wife entered into Agreement for Joint Development, registered before the Sub-Registrar of Mapusa under the Registration No. _____ dated _____ CD _____, with 'VENDORS' herein for construction of Building on 'Said Property' called 'J D Enclave'. Hereinafter referred as 'Said Building' and 'VENDORS' have 45 % share in the 'Said Building'

AND WHEREAS by deed of admission and reconstitution of partnership firm registered before notary N. C. Gaonkar under Reg. No. 3760/16 dated 18/04/2016, Ms. Diana Sequeira was admitted to the partnership firm Delvin Infrastructures.

AND WHEREAS Mr. Brenen Mathias S/o Anthony Mathais Retired from the firm Delvin Infrastructures ny deed of retirement of partner and reconstitution of the firm registered before notary N. C. Gaonkar under Reg. No. 469/17 dated 14/01/2017

AND WHEREAS by virtue of above Joint Development Agreement 'VENDORS' are entitled to sell 45% of share in 'Said Building' which includes Flats, Villas, Row Houses as mentioned in schedule 3 of the said agreement for joint development and further they are entitled to sale, mortgage, gift, lease and alienate or otherwise dispose

of the same or any part thereof to third person as per clause 6.4 of the said agreement for joint development.

AND WHEREAS Sanad dated 10/09/2015 bearing no. RB/CNV/BAR/AC/I/65/2015 office of the District Collector North Goa, granted permission to conversion of the 'Said Property' admeasuring 3775 sq. mts.

AND WHEREAS office of the Sr. Town and Country Planning Department, North Goa District, Mapusa, Bardez, Goa by Technical Clearance Order dated 23/07/2015 granted technical clearance for proposed residential building in the 'Said Property' and Village Panchayat Assagao granted construction licence bearing number V.P./ASS/2015-16/1006 dated 20/10/2015.

AND WHEREAS 'VENDORS' are constructing AND WHEREAS 'VENDORS' are constructing on 'Said Property', the vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (the Act) and rules framed thereunder Act with the Real Estate Regulatory Authority under No.; and 'PURCHASER' wish to purchase **Flat /Row Villa/Independent Villa** No._____, on the _____ floor of the 'Said Building' , hereinafter referred as **Flat /Row Villa/Independent Villa** and better described in Schedule- II and 'VENDORS' have agreed to sale 'Said Flat' for Rs._____ (Rupees - _____ Only) which is it's market value on following terms and conditions.

NOW THIS AGREEMENT WITNESS AS UNDER:

- 1) That in the consideration of the agreement arrived at the 'VENDORS' have agreed to sell the 'Flat /Row Villa/Independent Villa' to the 'PURCHASERS' herein.

- 2) In pursuance of said agreement and in the consideration of sum of Rs. _____/- (Rupees _____ Only) a sum of Rs. _____/- (Rupees _____) is paid by --- as advance by the 'PURCHASER' to the 'VENDORS' and the receipt whereof the 'VENDORS' admit and acknowledge and the balance of Rs. _____/- (Rupees _____) is agreed to be paid as per the Schedule-III written herein under. That failing to pay the any instalment within 15 days from the demand made in writing the 'PURCHASER' shall liable to pay interest @ 18% per annum on the amount due and payable.

- 3) That the 'VENDORS' shall hand over the possession of the ' Said Flat /Row Villa/Independent Villa' to the 'PURCHASER' after obtaining the occupancy certificates and within ----- months from the execution of the present agreement, provided the 'PURCHASER' have fulfilled all the conditions mentioned herein under and herein above.

- 4) That commencing a week after the notice in writing given by the 'VENDORS' to the 'PURCHASER' that ' Said Flat /Row Villa/Independent Villa' is ready for use and occupation the 'PURCHASER' shall be liable to pay all out going such as taxes, water bill, electricity bill, security salary, repair and salary of clerk,

sweepers charges, etc. with respect to the 'Said Flat' and common amenities.

5) If within a period of five years from the date of handing over the Apartment to the 'PURCHASER', the 'PURCHASER' brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act. In case the 'PURCHASER' carry out any work within the flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work

6) That upon possession of the ' Said Flat /Row Villa/Independent Villa' being delivered to the 'PURCHASER' he shall have no claim against the 'VENDORS' in respect of any incomplete item work. That cracks to the plaster/dampness etc. shall not be considered as defective work unless the architect of the 'VENDORS' opines that such cracks, dampness are on account of faulty workmanship and or due to the structural defects.

7) The 'PURCHASER' shall pay the actual outgoings such as Taxes, services charges, GST or any other tax applicable, stamp duty and registration for sale deed in favour of society and legal fees for formation of society, payments made to the government department to obtain the electricity connection/meter charges and water connection to 'Said Flat' or Building etc. before delivery of the possession of the ' Said Flat /Row Villa/Independent Villa .

8) That 'PURCHASER' shall not to store in the ' Said Flat /Row Villa/Independent Villa or within entire building any goods which are of hazardous, or dangerous nature and shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the ' Said Flat /Row Villa/Independent Villa nor use 'Said Flat' for immoral or illegal purpose.

9) The 'PURCHASER' shall not enter into agreement to sale or any other deed and transfer, assign or part with the ' Said Flat /Row Villa/Independent Villa until all the dues payable by the 'PURCHASER' to the 'VENDORS' under this Agreement are fully paid and possession is taken of 'Said Flat' from 'VENDORS'.

10) The 'PURCHASER' along with other 'PURCHASER'(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also 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 OFFICIAL GAZETTE — GOVT. OF GOA SERIES I No. 34 (EXTRAORDINARY No. 2) 24TH NOVEMBER, 2017 1783 or Association or Limited Company

and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the 'PURCHASER', so as to enable the Promoter to register the common organisation of 'PURCHASER'. 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 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. The 'PURCHASER' shall whenever required by the 'VENDORS' cooperate with the 'VENDORS' to form Housing Co-op Society/ Maintenance co-op Society.

11) The 'VENDORS' shall in respect of any amount remaining unpaid by the 'PURCHASER' under the terms and conditions of this Agreement shall have first lien and charge on ' Said Flat /Row Villa/Independent Villa' agreed to be acquired by the 'PURCHASER'.

12) If the 'PURCHASER' desires to make any change in the specifications depending on the stage of construction and if permitted by the 'VENDORS' and within the rules and regulations of the local authorities the 'PURCHASER' will have to pay the additional cost arising thereupon before the said item of work is taken up for execution and for the purpose of payment it will be considered as an extra item.

13) All the disputes shall be settled in the civil court of competent jurisdiction at Mapusa-Goa only.

14) In case the 'VENDORS' are unable to complete the building/deliver possession as stipulated in the clause herein above due to any act of God, unforeseen events, such as civil commotion, war, non-availability of any building material or water supply, litigation or electric power of result of any notice, rule, order or notification of the Government and/or from any other competent authority for any other reason beyond the control of the 'VENDORS' the 'VENDORS' shall not incur any liability and shall be entitled to reasonable extension of time to completed and deliver the possession of the ' Said Flat /Row Villa/Independent Villa.

15) The 'PURCHASER' shall not make any change or alterations in any structure of the building and 'PURCHASER' shall not in any way make encroachment on the land on which ' Said Flat /Row Villa/Independent Villa is constructed.

16) The 'PURCHASER' shall not be entitled to claim or apply in the revenue/civil court for partition or sub-division of his undivided rights in the said property. It is been agreed and declared by the 'PURCHASER' that his interest and the share in the said property is and shall always remain joint, undivided, and indivisible.

17) The 'VENDORS' shall have the right to use increase in FSI or FAR of the building for their own construction.

18) The 'VENDORS' shall be in absolute control of those premises in 'Said Building' which remain unsold .

19) That 'PURCHASER' shall pay the 'VENDORS' Rs. _____/- (Rupees _____ Thousand Only) per sq. mts. (Said

Flat /Row Villa/Independent Villa Area) which is to be deposited in the corpus fund created for maintenance of the building before taking the possession of the ' Said Flat /Row Villa/Independent Villa and also shall pay per month contribution towards the maintenance of the 'Said Building' such sum, as and when decided by the society. That 'PURCHASER' shall pay amount towards the legal fees for formation of Society to the Advocate of the 'VENDORS'. That all legal documents of formation of Society or Sale Deed shall be done by Advocate of 'VENDORS' and 'PURCHASER' shall furnish all documents as and when demanded for and co-operate for formation of the society to it's promoter and advocate.

20) The 'PURCHASER' confirms having taken inspection to his full satisfaction, of the requisite documents of title to the said property, 'PURCHASER' and of the plans/approvals/license relating to the ' Said Flat /Row Villa/Independent Villa and have fully satisfied himself about the same.

21) All notices to be served to the PURCHASER as contemplated in this agreement shall be deemed to have been duly served if sent to the PURCHASER by registered post at their address mentioned in this agreement.

22) That Possession of ' Said Flat /Row Villa/Independent Villa is not handed over to the 'PURCHASERS' by 'VENDORS' and same will be handed over as per clause '3' herein above mentioned.

23) That 'VENDORS' shall provide, landscaped Garden, Instant geysers in the bathrooms, Video door Phone, Shingles for the roofing

, clubhouse with mini gym and indoor games, parking place and compound wall to the complex.

24) That 'VENDORS' shall construct flat /Villas shall be constructed as per the specification mentioned in the Schedule III.

SCHEDULE- I

ALL THAT PROPERTY known as "MANCHO WHAL", surveyed under Survey No.173/8, neither bearing any description/inscription number nor bearing matriz number, admeasuring 3,775 sq. mts., situated in Village Assagao, Taluka and Sub-District of Bardez, North Goa District and State of Goa, and is bounded as follows:-

North: By Road;

South: By Property bearing Survey Nos.173/15, 172/2 & 172/3;

East : By Property bearing Survey No.173/9;

West : By Property bearing Survey Nos.173/5, 173/6, 173/7,
173/14 & 173/38.

SCHEDULE –II

All that 'Said Flat /Row Villa/Independent Villa' Number --- , situated on ----- Floor, in Block '--', admeasuring ----- sq mts, built up area of the Building Known as '-----' constructed on the property described in schedule I herein above written and Shown in the plan in red colour, annexed to the agreement

SCHEDULE –III

(Specification)

1. Structure :- It is RCC frame structure , with masonry stone.
2. Plastering :- All walls will be plastered with cement.
3. Flooring :- Providing Double vitrified tiles.
4. doors and windows :-- Main Doors of teak wood and others doors will be of _____. Windows two track 2 shutters. (confirm)
5. Plumbing :- Finolex (or similar brand) Pipe
6. Toilets :- Jaquar (or similar brand) Fittings / Sanitary ware.
7. Paint and polishing :- Apex ultima of Asian Brand (or similar brand)
8. Electrical Fittings:- Will be of Finolex and Anchor company (or similar brand)

SCHEDULE OF PAYMENT –IV

The Payment Plan is as follows:

Flats

Down Payment (Booking)	10%
Completion of Plinth Ground level	25%
Completion of 1 st floor slab	10%
Completion of 2 nd floor slab	10%
Completion of Top slab	20%
Brick Work/ Plaster/	10%
Flooring/ Plumbing	10%
Possession	5%
Total	100%

Row Houses and Individual Villas

Down Payment (Booking)	10%
Completion of Plinth Ground level	25%
Completion of 1 st floor slab	20%
Completion of Top slab	20%
Brick Work/ Plaster/	10%
Flooring/ Plumbing	10%
Possession	5%
Total	100%

corpus Fund amount Rs. _____ - per sq mts (with respect to area of Flat) + legal Fees for formation of society of + Contribution of Stamp duty and registration fee, for sale deed in favour of society {Stamp duty and Registration fee, will be divided between all Flat owners equally}+ Electricity Meter Charges + Water Meter charges + Tax + any amount paid to government department for flat will be paid by the Purchaser at the time of handing over possession or within seven days from the receipt of the notice to pay the amount and take possession of ‘ Said Flat’.

IN WITNESS WHERE OF this deed is signed by the ‘VENDORS’ and ‘PURCHASER’ on the day first herein above mentioned in presence of two witness.

Parties

‘VENDORS’

Photo

MR. Mr. FRANCIS FERNANDES

Right Hand Finger Prints

Left Hand Finger Prints

PURCHASER

Photo

Mr.-----

Right Hand Finger Prints

Left Hand Finger Prints

WITNESSES:-

1. _____

2. _____

Photo

Right Hand Finger Prints

Left Hand Finger Prints

Witnesses:-

1)

2)

1. Mr. Ashley De Souza Son Harcourt De Souza, aged about 59 years, Indian national, businessman, Pan Card AHJPD1710A, and his wife
2. Mrs. Helen Ann De Souza wife of Mr. Ashley De Souza, 61 years of age, Indian National, housewife Pan Card No. AIAPD1705F, both R/o C-1 Rajul Township Tilhar Jabalpur Tehsil, Madhya Pradesh, Both represented by the power of attorney holder