



## **CONVEYANCE DEED**

This **DEED OF CONVEYANCE** is made at Porvorim this\_\_\_\_\_

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**BETWEEN**

The Goa Housing Board constituted under the Goa Housing Board Act, 1968 PAN No. \_\_\_\_\_ xxxxx \_\_\_\_\_ d  
by its Secretary Cum Managing Director Shri/Smt \_\_\_\_\_, son/daughter of \_\_\_\_\_, \_\_\_\_\_ years, of age, married/Unmarried, Indian National and having registered office at Journalist Colony, Porvorim Goa, hereinafter called the "Board" (which expression unless it be repugnant to the meaning or context thereof shall include its successors in office and assigns) of the **ONE PART**

**AND**

1. **Shri/SMT.**, son/daughter of \_\_\_\_\_  
\_\_\_\_\_ years, Service/occupation, married/unmarried, holder of Pan No. \_\_\_\_\_ and having Aadhaar No. \_\_\_\_\_ and his wife/husband ;
2. **Mr/Mrs** aged \_\_\_\_\_ years, Service/occupation having Pan Card No. \_\_\_\_\_ and having Aadhaar No. \_\_\_\_\_, both Indian citizens residing at \_\_\_\_\_, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include the Company and its successors-in-interest and assigns) of the **OTHER PART**

**AND WHEREAS**, the Goa Construction & Housing Finance Corporation Ltd. which was incorporated under the Companies Act, 1956 vide Government of Goa order no. 2/1-2/93-UDO dated 27/08/1993. Subsequently, Government of Goa vide Notification No. 2/45/2001-HSG/19 dated 05-02-2002 and vide order No. 2/45/2001-HSG/20 dated 06/02/2002 directed winding of the Goa Construction & Housing Finance Corporation and transfer of the assets and liabilities of the said company i.e Goa Construction & Housing Finance Corporation Limited which has been transferred to the Goa Housing Board by entering into a contract by virtue of Section 3(2) of the Goa Housing Board Act.

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**AND WHEREAS**, this property is transferred to the Goa Housing Board upon winding up the said Goa Construction & Housing Finance Corporation Limited by deed of sale dated 22/09/2006.

**AND WHEREAS**, there exists a property known as 'PALNXIR' situated at Porvorim in the Village Panchayat of Penha de Franca, Bardez Taluka, District of North Goa, surveyed under survey No. 129 (Part) and Survey No. 130 (Part) and the present survey No. is 129/1-A. This land admeasuring 51,727 Sq. mts., and it is bounded as follows:-

To the North :-Bounded by property under Survey No. 170

To the South :-Bounded by property under Survey No.129 (part)

To the East :- Bounded by property under Survey No.  
129(part)and under Survey No. 130 (part)

To the west:-Bounded by property under Survey No.129 (part)

**AND WHEREAS**, vide deed of transfer sale dated 22. 09. 2006 registered in the Office of the Sub Registrar of Mapusa under No.4602 Book 06, all the assets and liabilities of the Corporation has been transferred to Goa Housing Board and the Goa Housing Board is entitled to deal with the said assets as deem fit and proper.

**AND WHEREAS**, part of the said property was acquired by the Government of Goa vide notification No. RD/LQN/1/17 dated 24/01/1974 and under Award dated 26/03/1974, which portion is covered under survey No.129(part) admeasuring 48,000 sq.mts, free from encumbrances whatsoever under the provisions of Land Acquisition Act, 1894.

**AND WHEREAS**by Notification No. RD/LQN/136/73 dated 10/01/1975 and under Award dated 22-03-1975 in case No. 152, made by the Deputy Collector (land Acquisition officer), Panaji, the Government of Goa acquired another portion of the above mentioned property namely the portion covered under survey No. 130(part) ad measuring 67,066 sq.mts. for the Goa Housing Board of the Government of Goa.

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A portion of this land admeasuring 3,727 sq. mts. vide possession certificate no. 46/4/88/-TCP dated 13-05-1988 was handed over to the Town & Country Planning Department by the Goa Housing Board. Thus the Town & Country Planning Department came in possession and ownership of the above mentioned property **total** admeasuring 51,727 sq. mts.

**AND WHEREAS**, by Order No. 4-2-3-87 (**P**art) dated 20-04-1994, the Government of Goa vested the land in the erstwhile Goa Construction & Housing **F**inance Corporation Ltd. on lease for a period of 99 years where upon the Lease Deed dated 05-09-1994 had been executed between the Government of Goa and the said Goa Construction & Housing Finance Corporation Ltd. subject to the terms and conditions as mentioned in the said Lease Deed, which has been registered in the Office of the **S**ub Registrar of Tiswadi at Panaji, Goa, under No. 2103/95 on 22-12-1995.

**AND WHEREAS**, by letter No.----- dated -----, issued by the Government of Goa, the Government had granted to the Goa Housing Board permission to sublease/sell building along with the land to the prospective buyers/Co-operative society, subject to the condition that it would be in furtherance of the Housing Scheme.

**AND WHEREAS**, in pursuance of the above and in furtherance of aim and objectives of the Goa Housing Board, the Goa Housing Board has developed the said properties for Commercial/ Institutional Complex, to be called 'MARKET COMPLEX' as more particularly shown in the plan annexed hereto and are deemed to be an integral part of this Conveyance Deed.

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**AND WHEREAS**, as stated herein above, upon the winding up of the said **erstwhile** Goa Construction &

Housing Finance Corporation Limited the said land along with the building has been transferred to the Goa Housing Board under sale deed dated 22/09/2006.

**AND WHEREAS**, sale letter dated agreed to Purchase from the erstwhile – Corporation the Goa Housing Board one shop/office/restaurant premises bearing No. ----- on the ---- Floor in the premise Market Complex admeasuring an area -----sq.mts. on the ----- floor the copy of the floor plan is annexed here

**AND WHEREAS**, the Purchaser has paid the entire consideration of Rs. ----- (Rupees ---- only) and has requested the Goa Housing Board to execute Sale Deed in respect of the said premises and the Goa Housing Board has agreed to execute this Conveyance Deed.

**NOW THIS INDENTURE WITNESSES AS UNDER AND THE PARTIES HERETO HAVE AGREED AS UNDER:**

**AND WHEREAS**, the Purchaser has before applying for purchase of shop/office/restaurant/ from the Goa Housing Board in the said building made requisition for inspection from the Board and Board had given inspection to the Purchaser of the title documents, original building plans and its specifications which the Purchaser hereby confirms and which has been duly approved by the Board and the Purchaser is satisfied about the same.

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**AND WHEREAS**, Sale letter dated ---- agreed to Purchase from the Board one shop/office/restaurant premises bearing No. ----- on the ----- Floor, admeasuring -----sq.mts. The Goa Housing Board has constructed the said premises in accordance with plans, designs and copies whereof have been furnished to the Purchaser since The Goa Housing Board shall be however entitled to make any variations or

alteration or amendments in the scheme of development or the layout plans of the said entire land and/or of any sectors therein comprised including the said plans, designs or specification of the said building/s in any manner whatsoever including amalgamation, subdivision, granting of any right, privileges, benefits or easements by way of any right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewerage, electricity, etc., for the more beneficial use and enjoyment of any portions of the said entire land and/or of the said land and /or of the land contiguous or adjoining on the vicinity of the land and /or the building/s constructed or to be constructed thereon or if desired by the Board or if required to be made for the purpose of meeting any requisition, objection or requirement of the Goa Housing Board or any Statutory body or authority. The Purchaser shall not object to the aforesaid and hereby grants and/or are deemed to have granted their irrevocable consent from time to time to the same.

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1. The Goa Housing Board shall be entitled to term a Society of the shop/office/restaurant owners for the management, maintenance and otherwise control and regulation of the building /s comprised in the Complex as may be

permissible and conveniently possible. In the event of it not being possible to form a society, the Board shall be entitled to form the ad-hoc committee/s for the management, maintenance and otherwise control or regulation of the affairs of the building /s comprised in

the subject sector.

2. It being made expressly clear that the ultimate formation of any entity or Society in respect of the Complex that it shall contain such provisions and shall be binding upon all the persons who are the holders of their respective flat comprised in the said Complex as the Board may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.
4. The Purchasers shall, on demand from the Board pay to the Board such sum or sums of amount being their proportionate share of deposits to be permanently retained with different authorities and/or with the Board and also towards outgoings and expenses necessary and incidental to the management and proper maintenance of the building and particularly to cover:-
  - I. Taxes either of Panchayat and municipality or other authority;
  - II. Water meter charges and deposit;
  - III. Electric meter charges and deposit;
  - IV. Insurance premium;

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- V. Amount for purchase of shares in the Corporate Body and enrollment fees;
- VI. Costs for formation incorporation and registration of the Corporate Body;
- VII. Sales Tax or Works Contract Act Tax, as may be applicable;
- VIII. Wages for the persons appointed (such as Manager, Clerks, Accountants, Chowkidars, Gardeners, Sweepers,

etc.) in the said property;

IX. Any other dues as not herein contained (as may be applicable also payable from time to time).

5. It shall be entirely at the discretion of the Board to decide whether the Corporate Body has to be formed as Co-operative Society, a Limited Company or an Association of persons, etc.
6. The Purchaser hereby agree and undertake to be a member of the Society to be formed in the manner herein appearing and also from time to time sign and execute all application for registration for membership and other papers and documents necessary for the formation and the registration of the Corporate Body and return to the Board the same within 20 days of the same being intimated by the Board to the Purchaser.
7. Once the said Society is registered, the rights of the entire flat purchaser including the Purchaser herein shall be merged into and regulated by the byelaws, rules and regulations of such Corporate Body. All costs, charges, expenses including registration charges, in connection with the preparation, execution and registration of the DEED/S or for the formation of the Corporate Body shall be borne by flat/shop/office premises/garage holders in such proportion, as may be decided by the Board and/or the Corporate Body.

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8. The Purchaser and the persons, to whom the various shops/flats/restaurant have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the rules, regulations and byelaws of such Corporate Body/Society as the case may be.
9. The Board after deducting from various amounts paid by the Purchaser to the Board as deposits (other than deposits to be retained permanently) and towards expenses due in respect of the said shops/flats/restaurant as foresaid and the costs, charges and expenses referred to herein before in

the proportion decided by the Board, shall transfer the balance, if any to the said Corporate Body / Society. The accounts in this behalf will be rendered by the Board to the Society and not to the Purchaser in their individual capacity except that the amount in respect of the expenses incidental to the management and maintenance of the said Complex as well as the common areas, amenities and facilities in the said entire building ensuing for the benefit of the various portion of the said entire building will be given to the society and the Board shall transfer the balance, if any, to the said Society. The Purchaser shall on demand pay to the Board such further amounts by way of deposit for such expenses if required. All papers pertaining to the formation of the Corporate Body/Society, amount fixed hereinabove will not be sufficient for proper maintenance of MARKET COMPLEX, the Board and/or the Society shall have authority to increase the aforesaid deposit with prior intimation to the rules and regulations thereof as also all the necessary documents shall be prepared by the Advocate of the Board on payment as recovery fees of the Board's Advocate. If the Board and/or the Society are of the opinion that the Purchaser and the Purchaser shall be liable to pay the same within fifteen days from the date of such intimation.

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10. The Purchasers shall not affix any sign board, nameboard or display board or advertisement nor shall affix any neon light in or above the said flat and/or any portion of the said building/s or structure/s save and except the place/s or spot/s specified by the Board, for affixing merely the name plate of the Purchasers, which will normally be near to the entrance on the ground floor of the concerned building. The right to affix signboard and advertisement hoardings as well as neon lights outside

the building/s or any other portion of the property including in the compounds of the said building/s shall always remain vested in the Board who shall have the right to sell, lease or otherwise transfer or dispose of the same even after the assignment /conveyance of the property to the society or after the vesting of the property in possession, management and control of the Corporate Body/Society. Notwithstanding anything to the contrary contained herein, it is agreed that the Board shall retain its right (even after the transfer of the said property to the Corporate Body) to make such use of the terrace and the parapet walls, Compound of the said building/s and/or in part of the said property and the complex for the purpose of display of advertisement, signboards etc.

11. The Purchaser with intention to bring in and bind all persons into whomsoever hands the said flat may come, doth hereby covenants with the Board as follows:

- a) To maintain the flat at the cost of the Purchaser in good tenantable repair and condition and shall not or suffered to be done anything in or to the building in which the said premises is situated or the staircase or any passages or other areas which may be against the rule, regulation or byelaws of the concerned local or any other authority or change/alter or make addition on or to the building in which the said premises is situated or the premises itself or any part thereof.

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- b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floor which may damage or likely to damage the staircases, common passages or any other structure of the

building in which the said flat is situated including entrances at the said building and in case any damage is caused to the said building or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- c) To carry out at their own cost all internal repairs to the said premises to maintain the said flat in the same condition, state and order in which the said flat was delivered by the Board to the Purchaser and the Purchaser shall not do or suffer to be done anything or to the building/s in which the flat is situated under the rules and regulations and byelaws or concerned local authority and in the event of the Purchaser committing any act in contravention of the aforesaid the Purchaser shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.
- d) At any time not to demolish or cause to be demolished nor erect or caused to be erected, not remove or caused to be removed any works, amenities, fixtures or fittings nor make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof including the bathrooms, terrace/s, balcony, car parking spaces etc., not make any alterations in the elevation and outside colour scheme of the building/s in which the said flat is situated and shall keep the partition walls, sewers, drain pipes, terrace, compound

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wall and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect and other parts of the building/s in which the said flats are situated and shall not in any other manner remove, damage to the columns, beams, walls, slabs, floorings, tiling, fittings or RCC **pardi** or other structural members in the said flat without the prior written permission of the Board and/or the Society as the case may be.

- e) To use the said shop/office/restaurant if it is an apartment for commercial purpose and parking space for parking purposes as permitted.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said shop/office/restaurant in the compound or any portion of the complex and the building/s in which the shop/office/restaurant is situated.
- g) To pay the Board within seven days of demand by the Board, its share of security deposits, demanded by any concerned local authorities or Government for giving water, electricity or other service connection to the building/s in which the said premises is situated.
- h) Not to demand partition of their interest in the complex and/or the building/s thereon it being hereby agreed and declared by the Purchaser that their interest in the Complex/building is as per their share.
- i) Not to decorate the exterior of the said shop/office/restaurant except in a manner as near as may be in which the same was previously decorated and without the previous consent in writing of the Board or the Society as the case maybe.
- j) 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 use of the said shop/office/restaurant by the Purchaser for any purposes other than as stipulated herein.

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- k) Not to enclose balconies, verandas, lounges or terrace without the permission in writing of the Board.

12.No modifications shall be permitted in the plans and/or specifications. However, this should not preclude the Board from making any necessary modification/alterations/changes in the plans and/or specifications.

13. The Purchaser shall have no claim save and except in respect of the flat sold to them. All open spaces, other parking spaces, lobbies, staircases, terraces, recreational spaces etc. will remain the property of the Board until the said land building is transferred to the society as herein before mentioned.

### **SCHEDULE- I**

(Details of Property)

The Property known as "PALNXIR "situated at Porvorim, in the village Panchayat of Penha-de-Franca, Bardez Taluka, Sub-district of Ilhase, District of North - Goa, Surveyed under Survey No. 129(Part) and Survey No. 130(Part). This land admeasuring 51,727 sq. mts., **and the present survey No. is 129/1-A and** is bounded as follows:-

To the North:- Bounded by property under Survey No. 170

To the South:- Bounded by property under Survey No. 129(Part)

To the East :- Bounded by property under Survey No.

129(Part) and under Survey No. 130 (Part)

To the West:- Bounded by property under Survey  
No. 129(Part)

### **SCHEDULE- II**

The Purchaser agrees to purchase from the Board  
shop/office/restaurant/ i.e.

### **Shopno/office No/restaurant**

To the North :-

To the South :-

To the East :-

To the West :-

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### **I. Shop/Office/restaurant admeasuring an area of sq.mts.**

the building complex Market complex, , plan is annexed here. with the following fitting/fixtures.

a) Vitrified flooring flats

b) Toilets in decorative antishid tiles and standard

quality fittings.

- c) Concealed plumbing and wiring with MCB'S
- d) High quality material for electrical works (wiring switches) with adequate electric points.

F) Anodized aluminum window of superior quality.

**IN THE WITNESS WHEREOF** the parties have set their respective hand and seal on the day month and year first above written.

SIGNED, AND DELIVERED

by the within named BOARD, Goa  
Housing Board through its Secretary cum  
Managing Director \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_



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SIGNED AND DELIVERED BY THE

Within named PURCHASER No.1

Mr/Mrs\_\_\_\_\_

**SIGNATURE**

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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SIGNED AND DELIVERED BY THE

Within named PURCHASER No.1

Mr/Mrs. \_\_\_\_\_

**SIGNATURE**

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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In the presence of witnesses :

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

