

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Bicholim-Goa. on this 27th day of January of the year Two Thousand and Twenty one.

BETWEEN

Shri PARESH PUNDALIK PAL, son of Pundalik S. Pal , civil engineer, of 42 years married, business. Indian National,

holder of Pan card No. XXXX and Aadhaar Card No. XXXX

XXXX resident of house No.2680. Parvati Niwas, Bordem, Bicholim-Goa 403504., Bicholim. Goa. which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include his heirs administrators, Executors, legal representatives successors and assigns wherever the context or meaning shall so require or permit; hereinafter called "**THE INTENDING VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

A N D

Shri/ SMT. X.Y.Z major, unmarried/ married, son/ daughter of Shri ... X Y Z, 29 years, service/ business , Indian National, residing at H.No. XXXXX, Goa, pan cardholder No. xxxxxx, and Aadhaar Card No hereinafter called the "**THE INTENDING PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS in Village Bordem there exist a property known as "DEVLACODIL TEMB" or BHAVAN ARIC or BHAVANERIC described under No.1916 of Book B -5 (New) at page 328 V, and the 1/8th part is inscribed under No.7897 of Book G-12 at folio 65 in the Land Registration record of Bicholim, and not enrolled for Matríz in land Revenue office of Bicholim and surveyed under No. 16/6 of village Bordem and within the limit of Bicholim Municipal Council Bicholim Goa and the separated part admeasuring an area of 1650 sq. meters of the said property is surveyed under new survey No.16/6-K of village Bordem Bicholim Goa.

AND WHEREAS in the said whole property late Shri Vassu Naru Pal and his wife late Smt. Chandrabhaga Pal were entitled to 1/8th share which they inherited from their father and father in law respectively late Shri Naru Pal and which they gifted to their son late Chandru Vassu Pal vide a deed of Gift executed on 28/12/1923 and drawn by the notary public and ex-officio of the Comarca of Bicholim Shri Domingos Antonio Raposo and registered at folios 3V to 4V of the Book 91 of Bicholim.

AND WHEREAS the said late Chandru Vassu Pal was married to late Saguni Pal who left behind **SHRI PRAKASH CHANDRAKANT PAL**, aged 68 years, Married, to **(2) SMT. NALINI PRAKASH PAL**, aged 59 yeras daughter of Shiva Sawal, both Indian National, both residents of House No.1/107/B, Bordem, Bicholim, Goa. Who succeeded to all their estate as the same devolved on them upon the death of Chandru Vassu Pal and his wife late Saguni Pal who was their father and father in law respectively on whom the said

1/8th share of the property devolved upon the death of Naru Pal and hence they became the co-owners of the said property having the 1/8th undivided share/right in the property. The part of Which is presently surveyed under survey no.16/6 of village Bordem Bicholim Goa.

AND WHEREAS in the recent survey the name of one Shankar Vishnu Pal was wrongly recorded in the survey record of survey No.16/6 which the co-owners got deleted by filing the legal proceeding bearing Special civil suit No.12/2005/A which was settled amicably by the parties by filing the consent terms in the said suit pursuant to which the consent decree was passed by the court. Thereupon the Vendors of Shri Paresh P. Pal got mutated their names in the survey record of survey No.16/6 which was not objected by any one.

AND WHEREAS the co-owners of the said whole property decided to amicably divide the same in accordance with the shares of the respective co-owners in the said whole property and accordingly survey No.16/6 was divided in to two Parts A and B and part A was allotted to the vendors of Shri Paresh P. Pal in accordance with the shares of their share of the said survey admeasuring an area of 3300 sq. mtrs being the heirs/descendants of late Chandru Vassu Pal and late Saguni Pal.

AND WHEREAS said Prakash V. Pal and Nalini Pal vide a sale deed dated 20/03/2017 registered under no.242/2017 at pages 109 to 131 of Book No. I Vol. No.1452 dated 21.03.2017 sold an area of 1650m² of the plot/part A of the property allotted to them to Shri Paresh P.pal and

transferred their right and title of the said part of property to the extend of 1650m² to him, whereupon Shri Paresh P. Pal mutated his name in survey record of survey No.16/6 of Village Bordem Bicholim Goa against mutation entry No 26328 which is not objected by any one.

That Shri Paresh Pal Having Mutated his Name initiated the partition proceeding No.8-313-20017-Part-Bich before the Dy Collector Bicholim in terms of Section 61 of the Land revenue Code 1968 and obtained separate survey No. 16/6-k as the independent holding vide order dated 05/12/2017 and also obtained the conversion Sanad No. RB/CNV/BICH/AC-I/10/2018 dated 13/06/2019 from the Adl. Collector Panaji in order to develop the said part by raising construction therein, which was not objected by any one.

AND WHEREAS as per Nil encumbrance certificate no. xxxxxxxxxxxx dated xxxxxxxxxxxx issued by Sub-registrar of Bicholim in respect of the property described in schedule -I shows that there is no encumbrance/charge or lien whatsoever thereon for the period commencing from 20th March , 2017 to 1st January, 2021. Beside that there is no any other charge or rights such as tenant or Mundkar etc. as is evident from the form 1/14 of survey No.16/6-K

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing commercial-cum-residential building obtained the land conversion Sanad bearing No . RB/CNV/BICH/AC-I/10/2018 dated 13/06/2019 from the Adl. Collector Panaji North Goa. State of Goa.

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing residential building obtained the N. O. C. from the primary health centre Bicholim vide letter No. CHCB/NOC/Const/2019-20/1570 dated 03/01/2020.

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing commercial-cum-residential building further obtained the N. O. C. from the FWD/DXXIV/SD II/F.40/827/19-20 Bicholim vide letter dated 15/01/2020.

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing commercial-cum-residential building have also obtained the N. O. C. from the Electricity Dept Bicholim-Goa vide letter No. AE/V-1(U)/TECH-33/2019-2020/1614 dated 22/01/2020.

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing commercial-cum-residential building have also obtained the approval/Technical clearance from the Dept. of Town and Country Planning Bicholim vide letter/approval dated 26/12/2019 under no. DC/7333/BICH/TCP-19/ 4649.

AND WHEREAS the Intending vendors herein in order to carry out the development in the said plot by constructing commercial-cum-residential building have obtained the approval for the plan of the building and have obtained the construction licence 61/2019-2020 dated 13/02/2020 from Bicholim Municipal Council.

AND WHEREAS intending vendors have undertaken the construction of the building pursuant to the plan approved by TCP and Municipality and on completion the vendor is going to obtain the occupancy and sale the flat to the desiring buyers.

AND WHEREAS the Intending Purchaser has approached the intending vendors with the proposal to purchase the flat premises of flat No xxxxxx bearing H.No. xxxxxx totally admeasuring an carpet area of xxxxx sq.mtrs and total super built up area of xxxx m² with proportionate share in the land of the plot in the said building called "HERMB" which is constructed in the plot of said property having a total super built up area xxxxx square meters approximately and as indicated in the plan annexed hereto with an red color line and having mutually settled the terms thereof, the parties hereto and hereunto records such terms of agreement hereafter for total consideration of Rs. xxxxxxx/- (Rupees xxxxxx only).

AND WHEREAS after having made the inspection of all the title documents the Intending Purchaser being fully satisfied about the title of the intending vendors in the land described in Schedule -I of the plot hereunder written as also about the development and scheme of the said building named as "X.Y.Z." and the powers of the intending vendors to sell or otherwise dispose of all the Flats constructed in the said building of the said scheme the party/is here to have agreed with each other to execute these agreement for sale and hereunto records such terms of agreement hereafter.

NOW THIS AGREEMENT IS WITNESSTH AS FOLLOWS:-

That in consideration of the said agreement The intending vendors agreed to sale to the intending purchaser and the intending purchaser agreed to purchase the flat no. xxxxx, on First/ Second/ Third/ fourth floor in the building constructed by the intending vendors in the property described in the Schedule-I hereto and named as "HERAMB" as shown in red color line in the plan annexed hereto for total consideration of Rs. xxxxxxxxxxxx/- (Rupees xxxxxxxxxxxx only) together with the price/ cost of proportionate share in the plot and the intending purchase has paid Rs. xxxxxxxx/-- (Rupees xxxxxxxxxxxx Only) at the time of execution of the present agreement the receipt whereof the intending vendor do hereby admit and acknowledge and the balance consideration amount as per the stages of construction as specified in the payment Schedule given below which shall be strictly adhered to by the purchaser from the date of execution of this agreement.

1. The Intending Purchaser agreed to purchase the said flat no. xxxxxxxx admeasuring an area of xxxxxx sq. mts with proportionate share in the plot for a total sum of Rs. xxxxxxx (Rupees xxxxxxxxxxxx only) together with the price/cost of proportionate share in the plot of land described in Schedule-I.
2. That the intending purchaser is free to obtain the financial assistance from any Bank or other financial institution to pay the consideration amount.
3. That if the Intending Purchaser is non-resident Indian having only Indian Passport then the payment towards the cost/price of flat must be made by remittance of funds from

abroad through normal banking channels or out of NREI/NRO/FCNR account.

4. That, upon the receipt of the total amount of consideration by the intending vendors from the Intending Purchaser herein, and upon receipt of the other dues any from Intending Purchaser, the intending vendors shall transfer the said Flat No. xxxxx in the name of herein intending Purchaser and shall also cause a document of Conveyance / transfer to be executed by the intending vendors in favour of intending purchaser. At the cost of purchaser.

5. All communications and any notices/intimation/s required to be served by party hereto shall be deemed to have been duly served if delivered by way/ hand to the Intending Purchaser, notice/s or otherwise, to be given to by the intending vendors to the Intending Purchaser shall be deemed to be served on him/her, if the same is sent through post at the below mentioned name and address.

Shri/ Smt. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xx,

xx

6. If at any time prior to the execution of the deed of conveyance and/or handing over the possession of the respective premises to the Intending Purchaser as stipulated in this agreement the floor area ratio presently applicable to the said property described in the Schedule-I

hereto which is un-utilized at present and if increased in future such increase shall exclusively belong to the benefit of and occur to the intending vendors alone without any rebate to the intending Purchaser. And the Intending Purchaser shall not be entitled to object such increase for any reason whatsoever.

7. The parties covenant that, in case any co-operative society, registered society or any other institution/association is formed for the maintenance and repairs and for rendering any other services for the benefit of the building constructed in the said property than the intending Purchaser shall bound to be a member/s thereof on payment of such fees and shares as may be fixed by such society/association/Institution for the purposes of maintenance, repairs and service of the said building.

8. The Intending Purchaser hereby agree and undertakes to pay to the intending vendors and/or the entity so formed such as Co-operative society, registered society and/or any other institution/association formed for the maintenance and repairs and for rendering any other services for the benefit of the building constructed in the said property as the case may be.

a)Rs. 50,000/- as deposit towards the formation of the entity and the expenses towards water and electricity till formation of such entity and also towards connection of public area lighting.

b) Rs. 500/- for the membership of the entity if the aforesaid amounts are paid to the intending vendors, the

intending vendors shall after formation of entity handover the said amount after deduction if any to the entity.

9. The amounts and deposits to be paid to the separate water connection and insurance premium for the building if any and electric connections in connection with the said Flat No. xxx shall be paid by the Intending Purchaser.
10. Any expenditure to be incurred on account of any taxes levied including infrastructure tax, house tax to be levied by the local authority/Government/Quasi-Government or any competent authority in respect of the said Flat No. xxx, transfer fees, for house tax, electrical meter, water connection charges shall be totally borne by the Intending Purchaser.
11. All the expenditure incurred or to be incurred for the execution of this Agreement or for execution of any other documents or finalizing the final Deed of Conveyance/Transfer/Sale by virtue of this Agreement in favour of the Intending Purchaser or of such society/association/institution shall be borne by Intending Purchaser fully and/or proportionately as the case may be.
12. Nothing contained in this agreement shall be construed as demands or assignments or conveyance or encumbrance on the said land or any portion thereof. Such demands or assignments or conveyance shall only be effected by way of transfer of the Flat No. xxx, to be done or caused to be done by the Intending Vendors.
13. At the time of taking over the possession the Intending Purchaser shall thoroughly inspect or get inspected the said premises of the quality of construction and for defects, if any, and get the same cured before taking over the possession.

After the possession is taken over by the Intending Purchaser from the intending vendors, Intending Purchaser shall be forbidden from raising any claim against the intending vendors of whatsoever nature.

14. The Intending Purchaser shall have no right to transfer/assign or sell his/her right and interest created by virtue of this agreement unless the same is duly consented by the intending vendors.

15. All the documents to be executed between the Intending Purchaser and the intending vendors shall be prepared by the Advocate of the intending vendors at the expenses of the Intending Purchaser.

16. The Intending Purchaser does hereby agree and declare that he has inspected the said flat ~~xxxx~~ described in the Schedule-II and is fully satisfied about the construction/quality and the amenities provided therein including the allied facilities attached to the flat premises and the building.

17. The Intending Purchaser does hereby agree and declare that he has inspected all the title documents furnished to her in respect of the ownership of the said land of the intending vendors hereinabove mentioned and is fully satisfied about the title of the said owner regarding the said property being free from all encumbrances and has thoroughly satisfied about the quality of work of the flat after due inspection as the same is complete in all respect and is further satisfied of the authority of the intending vendors to execute this agreement.

18 Both the parties hereby agree that the Intending Vendor shall keep an 6 meters wide access to rear through the plot of property described in schedule herein below in order to go to the adjoining plots bearing survey No.16/6-J,16/4(part),16/4-B, and the purchaser shall not object any residents /flat owners/ of the adjoining plots.

19,Both the parties shall specifically perform this agreement under Specific Reliefs Act and no any other laws or acts and provisions thereof shall attract to this agreement unless/accept those which are specifically agreed here under.

20. Both the parties agree that the time is the essence of this agreement.

21. That if the intending Purchaser commit default in payment as agreed and failed to adhere to the terms and conditions set out hereunder, time being the essence of the contract and/or in observing and performing any of the terms and conditions of this agreement the intending vendors shall without prejudice to other rights be at liberty to terminate this agreement by giving a prior written notice of 30 days, to the intending purchaser However, on such termination refund to the intending Purchaser the money if any which may have till then been paid by the intending purchaser but without any further amount by way of interest or otherwise.

22. That on terminating this agreement under the above clauses, the intending vendors shall be at liberty to allot and dispose off the said premises to any other person as the intending vendors deems fit, for such consideration as the

intending vendors may determine and the intending Purchaser shall not be entitled to question this act of the intending vendors or to claim any amount from the intending vendors.

23. The intending vendors shall have a first lien and charge on the said premises agreed to be acquired by the intending Purchaser in respect of any amount payable by the Purchaser to the intending vendors under the terms and conditions of this Agreement.

24. Any or all dispute/s which may arise between parties to this agreement whether in relation to interpretation of the clauses and conditions of this agreement, and about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this agreement shall be referred to the arbitrator/arbitration in accordance with the provisions of Indian Arbitration Act 1940.

25. The parties herein agrees that, in case any one or more provisions/clauses of this Agreement shall became in valid, illegal or unenforceable, in any respect, validity, legality and enforceability of the remaining provision/clauses contained herein shall not in any way be affected or impaired.

26. The Flat No. ~~xxxxx~~ is constructed and as such the possession of the flat with proportionate Plot has not been handed over to the Intending Purchaser herein and the same shall be given/handed over on the day of the execution of the deed of sale/conveyance and on registering the same in the

office of sub-registrar upon full and final payment of consideration amount.

THE SCHEDULE - I

ALL THAT plot is the part of the plot A which is the part of entire property known as "DEVLACODIL TEMB" or BHAVAN ARIC or BHAVANERIC described under no.1916 of Book B -5 (New) at page 328 V. and 1/8th part is inscribed under No7897 of Book G-12 at folio 65 in the Land Registration record of Bicholim, and not enrolled for Matríz in land Revenue office of Bicholim and surveyed under No. 16/6-K of village Bordem and within the limit of Bicholim Municipal Council Bicholim Goa and admeasuring an area of 1650 sq. meters of the said property and the plot is bounded as under:-

On or towards the East : by remaining part of same Plot A.

under Survey No. 16/6& Now

surveyed under 16/6-J

On or towards the West : by proposed 8mtrs wide public road.

On or towards the North : by Survey No.16/4

On or towards the South : by the remaining part of the same

property under Survey No.16/6

SCHEDULE - II

All that Flat No .xxxx admeasuring . mts. along with the proportionate undivided area of the plot on the xxxx floor of the building named as "HERANB" constructed in the plot of land more particularly described in Schedule - I above with

common passage, balconies, kitchen, 2 bedrooms, hall, WC and Bathroom and common staircase as identified in the plan annexed herewith in red color line.

SCHEDULE - III

(SCHEDULE OF PAYMENT)

The purchasers have paid Rs. xxxxxxxx/- (Rupees xxxxxxxxxx by D.D./Cheques No. xxxxxx dated xxxxxx on xxxxx Bank xxxxx branch and Rs, xxxxxxxx/ (Rupees xxxxxxxx only by DD/Cheque No. xxxxxxxx dated xxxxxx drawn on xxxxx Bank xxxxxx branch the payment and receipt whereof the vendor do hereby admit and acknowledge and the balance payment as under:-

After one month of signing the agreement for sale	5%
On completion of plinth	10%
On casting of First Slab	10%
On casting of Second Slab	10%
On casting of third slab	10%
On casting of Fourth slab	10%
On completion of roof slab	10%
On completion of masonry	10%
On completion of plaster	5%
On delivery	5%

SCHEDULE - IV

(SPECIFICATION)

1. STRUCTURE: The building will be R.C.C. framed structure of columns, beams and slabs with 23 cms. Thick Laterite or concrete blocks walls externally and brick wall with R.C.C. band at lintels level for partition. All plinth work will be laterite stone masonry.

2. PLASTER: The walls will be finished with 12 mm. Cement Plaster internally with wall care putty finish and with 18 mm. Thick sand face plaster externally.

3. FLOORING: flooring will be of vitrified tiles toilet will be provided with European or Indian commode, wash basin and Designer Glazed tiles for toilets upto 2..10meters height.

4. DOORS / SHUTTERS: The flat premises will be provided with standard quality doors. And windows with sliding aluminum shutters

5. ELECTRICITY INSTALLATION: Electrical installation will be of concealed copper wiring with modular switches with first class electrical fittings one light points, 1 fan point, 1 plug point, will be provided. in living cum dining room, kitchen and bedroom.

6. PLUMBING AND DRAINING: Plumbing will be concealed with first class pipes and branded sanitary wares. with cold and hot showers will be provided.

7. COLOUR/FINISHES : The internal walls shall be painted with color oil bound distemper of reputed brand and external walls shall be painted with external quality paint of reputed brand.

IN WITNESS WHEREOF the said vendors and Purchaser Have set and subscribed their respective hands on the day month and the year first herein above written.

SIGNED, SEALED AND DELIVERED }
BY THE WITHINNAMED: }
Shri Paresh Fundalik Pal }
The Intending Vendor }

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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

SIGNED, SEALED AND DELIVERED }
BY THE WITHINNAMED: }
The Intending Purchaser. }

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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

WITNESSES

- 1.
- 2.