

DRAFT OF AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed at BICHOLIM on this _____ day of _____ month, _____ year.

BETWEEN

- 1) Shri. **RAMAKANT SUBRAO SHETYE**, son of late Shri Subrao Shriram Shetye, 47 years of age, Married, Businessman; Pan No.AJEPS5523R, Aadhar card No. 5441 2959 6949, Mobile No. 9370757879;

- 2) Smt. **SUPRIYA RAMAKANT SHETYE**, wife of Shri. Ramakant Subrao Shetye, 46 years of age, Married, Housewife, Pan No. AJQPS4668H, Aadhar card No. 2327 2829 5324, Mobile No. 9370757879, Both Indian Nationals, residents of “Shriram Smruti”, Sastiwada, Bordem, Bicholim, Goa, 403 504; hereinafter called as “**THE VENDOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective legal heirs, legal representatives, Executors, Administrators and Assigns thereof) OF THE FIRST PART;

A N D

- 3) Shri/Smt. _____, son/daughter/wife of _____, aged _____ years, Marital Status, Profession, Nationality, PAN No. _____, Aadhar Card No _____, Mobile No. _____ resident of House No. _____, be hereinafter called as “**THE PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their legal heirs, legal representatives, Executors, Administrators and Assigns thereof) OF THE SECOND PART;

AND WHEREAS the vendor No. 2 is represented by her husband Shri. Ramakant Subrao Shetye the vendor No. 1 vide power of attorney dated 04/03/2015 registered before notary Shri. S. A. Parab registered under no. 4529/15 dated 04/03/2015.

WHEREAS the Vendor Shri. Ramakant Subrao Shetye purchased a property known as “SASTIVADDO” or “SASTIVADDENTIL XIR-SIRISTO” also known as “SASTI WADO”, described in the land Registration Office of Bicholim under No. 4695 new and enrolled for Matriz Predial in the Taluka Revenue Office of Bicholim under Matriz Nos. 116, 594,595 and 596 admeasuring 1462 sq. mtrs by Deed of Sale dated 01/10/2009 duly registered in the office of Sub-Registrar of Bicholim under No. 999/2009 at pages 166 to 182, Book No. I, Volume No. 728 on 05/10/2009 from Shri. Mohan Jivottam Naik, Smt. Meera Mohan Naik , Shri. Umesh Jivottam Naik and Smt. Rekha Umesh Naik.

WHEREAS the VENDORS based on the above Deed of Sale dated 01/10/2009 got their names recorded in the record of right certificates bearing survey no. 12/10 of Village Bordem and also partitioned the said property after complying with all the formalities required under the law in force from the office of Deputy Collector vide case No. 8-155-2012-PART-BICH from the entire said property and accordingly the part of land admeasuring 1420 sq. mtrs surveyed under independent survey no. 12/10-B of Village Bordem which is bounded as under:

North : By Sy. No. 9

South : By Sy. No. 12/10-A

East : By sy. No. 12/10-A

West :By Sy. No.12/10 part belonging to the Vendor.

This property Surveyed under No. 12/10-B admeasuring 1420 m2 is herein after referred to as the “SAID PROPERTY”.

WHEREAS based on the above sale deed dated 01/10/2009 the Vendor No. 1 Shri. Ramakant Subrao Shetye got his name recorded in the Occupants Column of Form I & XIV of Survey No. 12/10 of Village Bordem and after complying with all the formalities converted the said property from agricultural to non-agricultural purpose vide Sanad no:- RB/CNV/BICH/COLL/05/2017 issued by Office of the Collector, North Goa District dated 18/01/2019 and also obtained Technical Clearance Order No. DC/6461/BICH/TCP-18/1153 from the Town and Country Planning Department Bicholim dated 06/09/2018 and Technical Clearance Order(Revised Plan) No. DC/6461/BICH/TCP-20/418 from the Town and Country Planning Department Bicholim dated 16/03/2020.

WHEREAS, Shri. Ramakant Subrao Shetye got approved the building plan and obtained Construction License No. 71/2018-2019 from Bicholim Municipal Council dated 30/10/2018 and again renewed under Renewal License No. 01/2020-2021 from Bicholim Municipal Council dated 24/04/2020.

WHEREAS upon completion of the said building, Town and Country Planning Department Bicholim issued Completion Certificate/order vide No. _____ on _____ and also obtained Occupancy Certificate No. _____ from Bicholim Municipal Council dated _____.

AND WHEREAS the Vendors are absolutely seized and possessed or otherwise well and sufficiently entitled to the said property.

AND WHEREAS after having made the inspection of all the title documents and THE PURCHASER being fully satisfied about the title of the vendors in the lands described in Schedule-I of the property hereunder written as also about the development and scheme of the said building or otherwise dispose off all the Flat/s, office/s, shop/s constructed in the said building of the said scheme, the parties hereto have agreed to purchase the said flat.

WHEREAS, the VENDORS are the absolute owners in possession and enjoyment or otherwise well and sufficiently entitled to all that flat bearing No. _____ situated on _____ Floor, Block _____ of the building “SHETYE SANSKRITI” having super built up area of _____ sq. mtrs and carpet Area of _____ m². in the said property and the VENDORS have agreed to sell the said flat to THE PURCHASER, the said flat premises being described more specifically herein below as Schedule-II of the flat premises, free from all encumbrances, at or for the price Rs. _____/- (_____ Only).

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:-

1. The PURCHASER has examined all the relevant documents of title of the VENDORS with respect to the said property and is satisfied as to the clear and marketable title.

2. PURCHASER has agreed to pay to the VENDORS as under:-

PAYMENT SCHEDULE

a) Rs. _____/- (Rupees _____ Only) in cash as advance on _____ to the Vendor and the

b) Balance amount of Rs. _____/- (Rupees _____ Only) PURCHASER shall pay to the Vendor within 90 days from the date of execution of this Agreement.

3. That the above total consideration mentioned in clause 2 above includes the amount of proportionate unpartitionable right attached to said premises for which a separate deed of conveyance will be required to be executed and registered between the VENDORS and the PURCHASER.

4. In case the PURCHASER fails to pay the balance amount as per Clause 2b) within the stipulated time, the entire amount of Rs. _____/- (Rupees _____ only) will be forfeited in favour of the Vendor and the agreement will stand cancelled. The Purchaser shall have no claim against the Vendor in the circumstances. The Purchaser shall also not claim refund of stamp duty or registration charges or drafting charges from the Vendor. No intimations of the period of 90 days shall be given to the PURCHASER by the VENDOR.

5. The PURCHASER shall intimate in writing to the VENDORS any change in the address of the PURCHASER after execution of this agreement.

6. The PURCHASER herein shall join the association/society which will be formed exclusively for maintenance purpose by the PURCHASERS of the said building constructed by the Builder/Vendor. The PURCHASER shall have to pay the proportionate share towards sinking fund, share capital,

expenses of constitution, registration of the said Association, maintenance, repairs, and any other charges.

7. Theven shall be exclusively entitled to any additional built up area F.A.R. of F.S.I. in case due to any change in the existing building or zoning regulation or any additional F.S.I. entitlement arise with regard to the said plot.
8. Without the written consent of Vendor the PURCHASER shall not be entitled to raise any loan on the said premises and proportionate right to land and shall not be entitled to offer said premises as the security for the repayment of the loan and shall not encumber the same before conveyance and transfer of the same in the name of PURCHASER with the concerned authority.
9. Any expenditure to be incurred on account of any taxes such as House Tax (payable from the date occupancy), levied or to be levied by the Govt. or Quasi Govt. or local body shall be borne by PURCHASER.
10. PURCHASER shall in no circumstances be entitled to raise any claim or complaint over the quality of construction and or any defects therein against the Builder/Vendor after taking over the possession of the said premises.
11. Vendor/Builder shall not be liable for any minor defects such as cracks in the plaster or fixation of grills or fixation of doors or tiles, etc in the construction appearing at the time of taking possession.
12. Upon taking delivery of the said premises the PURCHASER shall use the same only for RESIDENTIAL purpose only.
- 13. Possession of the said premises is not handed over to the PURCHASER, only on the execution and registration of the sale deed the same will be handed over.**
14. PURCHASER hereby undertakes that upon delivery of possession of the said premises or other premises hereby agreed to be constructed, the

PURCHASER shall not make any alterations, additions, or any structural alteration in the said construction and/or in any way raise any extension or projection to the said premises.

15. It is hereby agreed that the procedure of getting Electrical connection to the said premises shall entirely be of the PURCHASER and the BUILDER/VENDOR will be only responsible for providing the test report to facilitate the electrical connection.

16. In case any dispute arises prior to handing over of the possession of the said premises or other premises concerned, then the Builder/Vendor shall be entitled to withhold the delivery of possession thereof till the dispute is finally settled by the arbitrator without any liability for having withheld such delivery of possession. Arbitrator shall be appointed by the consent of both the parties.

17. Irrespective of the effects of any of the forgoing clauses only the Builder/Vendor exclusively shall be entitled to allot and/or transfer the rights to use the parking space or parts of the construction in the building spaces under the building/staircase and/or terrace spaces to such PURCHASER of their choice on such expressed terms and conditions which Builder/Vendor they think fit and proper, and in that case no any other PURCHASER shall intervene/interfere and/or claim any right to and/or interest in such allotment and/or transfer made.

18. Nothing contained in these presents shall be construed as demise or assignment or conveyance in law of the said land or any part thereof.

19. The stamp duty for the Agreement for sale as well as the Deed of sale will be borne by the VENDOR.

SCHEDULE-I

ALL THAT piece or parcel of land viz., a plot admeasuring 1420.00 sq. mts. or thereabouts, of the property known as, “SASTIVADDO” or “SASTIVADDENTIL

XIR-SIRISTO”, also known as “SASTI WADO”, described in the Land Registration Office of Bicholim under No. 4695 new and enrolled for Matriz Predial in the Taluka Revenue Office of Bicholim under Mariz nos. 116, 594,595 and 596 and is surveyed as an independent and distinct entity under New Survey No. 12/10-B of Village Bordem and being bounded as such independent entity as follows:-

East:- By the interior road beyond which lies the part of the same property admeasuring 2025 sq. mtrs belonging to the Vendors;

West:- By the property bearing Sy. No. 12/9 of Village Bordem;

North:-By property of his Holiness Shrimat Vidhyadhiraj Thirth Shripada Vader Swami and

South :- By Bicholim Mapusa Public Road.

SCHEDULE-II

(Description of Said Premises)

All that Flat No:- _____ situated on the _____ Floor of Block _____ in the building “SHETYE SANSKRITI” having super built-up area of _____ sq. mtrs in the land described under Schedule-I of the property and the said flat is better shown in the plan- I delineated in red colour annexed hereto. The Flat is sold along with Stilted Car Park admeasuring Approximately _____m2 which is delineated in red Colour Out Line in the Plan-II Annexed herewith. The said flat is bounded as under:-

East:- By _____;

West:- By _____;

North:- By _____;

South:- By _____.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS TO THIS AGREEMENT ON THE DAY PLACE AND FIRST HEREIN ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

by the within named Vendor/Builder no. 1

SHRI. RAMAKANT SUBRAO SHETYE

For self and as Attorney of

Vendor/Builder No. 2

L.H.F.I.

R.H.F.I.

SIGNED, SEALED AND DELIVERED

by the within named THE PURCHASER

SHRI/SMT. _____

L.H.F.I.

R.H.F.I.

WITNESSES:-

1)_____

2)_____