## ONVEYANCE DEED

THIS CONVEYANCE DEED is m	nade and executed at [Location], on this
day of the month of	of the year Two Thousand twenty-four.

## **BETWEEN**

The Goa Housing Board, holding Pan Card No. [Pan Card Number], a body corporate having perpetual succession and common seal through its Secretary cum Managing Director, [Name], [Age] years of age, Indian National and having its office at bldg. 'A', 2nd floor, New Market Complex, Porvorim, Bardez-Goa, hereinafter called the "BOARD" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors in office, administrators, executors and assigns) OF THE ONE PART;

## **AND**

[Name], son of [Parent's Name], [Age] years of age, Married, holding Pan card No. [Pan Card Number] and Aadhaar Card No. [Aadhaar Card Number], Service, Indian National, residing at [Residential Address], hereinafter called the "PURCHASER" (which expressions shall include his heirs, executors, administrators and permitted assignees) OF THE OTHER PART.

WHEREAS, the property admeasuring 78,000=00 sq.mts. surveyed under survey No. 217/1-A, Revenue Village Bandora of Ponda-Taluka, District of then North Goa and now South Goa in the State of Goa, situated at Farmagudi-Ponda, not described in the Land Registration Office Ilhas nor registered in the Taluka Revenue Office, hereinafter for the sake of brevity referred to as the "SAID PROPERTY" and which is more particularly described in Schedule-I hereunder written, which was acquired by Government of Goa under Notification No. 22/61/95-RD dated 13/2/1996 Land Acquisition Award bearing case No. X/4/Dy.Coll/LA/95 dated 13/9/1996 and which eventually came to ownership of the Board.

AND WHEREAS, the Board has been developing the said Property in a phased manner;

AND WHEREAS, after obtaining licenses/permissions/approvals from concerned competent authorities, the Board undertook construction of Duplex Bungalow Scheme in the said Property consisting of 16 Duplex Bungalows for Higher Income Group persons;

AND WHEREAS, the purchaser was offered the allotment of Duplex Bungalow bearing No. [Duplex Bungalow Number], admeasuring [Duplex Bungalow Area] sq.mts with built-up area of [Built-up Area] sq.mts., vide order of allotment No. [Allotment Number] dated [Allotment Date], hereinafter for the sake of brevity referred to as the "said Duplex Bungalow" and which is more particularly described in Schedule–II hereunder written and for better clarity delineated in red colour boundary in the plan annexed hereto in the said Duplex Bungalow scheme for Higher Income Group persons, constructed in the said Property;

AND WHEREAS, the purchaser agreed to purchase the said Duplex Bungalow together with the corresponding proportionate undivided right in the said property for total consideration of Rs. [Amount] (Rupees [Amount in Words]);

AND WHEREAS, on the payment of the entire consideration and on obtaining the occupancy certificate No. VPB/OCCUPANCY CERTI/ 2022-23/981 20/03/2023 and vide possession No. [Possession Number] dated [Possession Date] the purchaser was put in possession of the said Duplex Bungalow;

AND WHEREAS, the purchaser has now requested the Board to execute the present conveyance, conveying the said Duplex Bungalow together with the corresponding proportionate undivided right in the said Property, which is agreed to by the Board as herein below referred.

## NOW THIS CONVEYANCE DEED WITNESSETH AS UNDER:

That in pursuance of aforesaid and in consideration of the sum of Rs. [Amount] (Rupees [Amount in Words]) paid before the execution of this presents by the purchaser to the Board (the payment and receipt of which the Board do hereby admit and acknowledge and of and from the same and every part thereof do hereby moreover acquit, release and discharge the purchaser), the Board as the owner of the said Duplex Bungalow more particularly described in Schedule – II hereunder written and for better clarity delineated in red color boundary in the plan annexed and the corresponding proportionate undivided right in the said property, more particularly described in Schedule – I hereunder written and hereby grant, sell, assign, release, transfer, convey and assure unto and to the purchaser the same, free from all encumbrances, charges, attachments and/or liens of any kind whatsoever together with all the right, title, interest, claim and demand, whatsoever of the Board into or upon the same and every part thereof, to have and to hold all and singular the said Duplex Bungalow and the corresponding proportionate undivided right in the said property, hereby granted, conveyed and assured or expressed so to be unto and to the use and benefit of the purchaser moreover, subject however to the payment of all rates, taxes, assessments, dues and duties chargeable upon the same or to become payable to the Government or any other public body in respect thereof.

The Board hereby undertakes to indemnify the purchaser from any claims that may arise to the said Duplex Bungalow and the corresponding proportionate undivided right in the said property for reasons attributed to them.

AND THIS INDENTURE FURTHER WITNESSETH THAT the Board and all person/s having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Duplex Bungalow and the corresponding proportionate undivided right in the said property, hereby granted or any part hereof by from, under or in trust for them the Board shall, will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances, and assurances in law whatsoever for the better,

further and more perfectly and absolutely granting and assuring the said Duplex Bungalow and the corresponding proportionate undivided right in the said property and every part thereof hereby granted unto and to the use of the purchaser in the manner aforesaid, as shall or may be reasonably required by the purchaser.

The purchaser hereby declares and admits that the corresponding proportionate undivided right in the said property hereby conveyed unto the purchaser is and shall only be a notional share, which shall always be importable and indivisible and shall be only attached to the built-up area and that the Purchaser shall not make any demand for partition or seek any pre-emptive rights on the basis of the said share or of the said property;

The purchaser along with the purchasers of the other Duplex Bungalow schemes in the said property hereby give his express consent and the Board shall be free to apply for and obtain from the competent authorities permission to set up a garbage collection center/sewage treatment plant at any appropriate location in the said property at its sole discretion and for laying of a distribution line for STP as may be designed and laid in the entire said property connecting all septic tanks of all the Duplex Bungalow schemes in the said property, connecting it to the STP plant, without any permission and/or without any obstruction or hindrance whatsoever. The consent hereby given shall be considered as a "No Objection Certificate" which may be required to be submitted to the concerned competent authorities and shall be irrevocable.

The area occupied by internal roads in the said property shall be for the common use and enjoyment of the Board/Purchasers of the units in the various Duplex Bungalow schemes in the said property. For the purpose of underground cabling of electricity, telephones, water/sewage pipeline etc., the Board or their transferees or assignees or successors in title shall be free to dig any portion of the same provided however that the same is restored back to the original condition after the laying is completed.

In case there is a future proposal for setting up a Duplex Bungalow scheme in the vacant space it is hereby expressly agreed that any benefit of remaining/increase in FSI/FAR at any time, will exclusively accrue to the benefit of the Board and the purchaser hereby consents to the same. By virtue of the above, the purchaser shall be deemed to have given his express consent and the Board shall be free to apply for and obtain from the competent authorities and further be entitled to carry out development without any permission and/or without any obstruction or hindrance whatsoever in the said construction activity or incidentals thereto or in discharge of duties in connection with the matter arising out of the management of the said property by reasons thereof, from the purchaser or the maintenance cooperative Society/other Entity as is herein contemplated. The consent hereby given shall be considered as a "No Objection Certificate" which may be required to be submitted to the concerned competent authorities and shall be irrevocable.

The Purchaser do hereby covenant that he shall come together and form a maintenance co-operative society/other entity for the maintenance of the Duplex Bungalow scheme in the said property wherein the said Duplex Bungalow is situated.

The Purchaser shall not create any obstruction or cause any hindrance towards the formation of the proposed maintenance co-operative Society/other Entity so formed and the Purchaser shall abide by any such decision taken by the majority with that regard and further shall abide by all such rules and regulations that may be framed from time to time regarding the maintenance of the Duplex Bungalow scheme in the said property wherein the said Duplex Bungalow is situated.

The Purchaser shall pay the proportionate share towards formation and the maintenance expenses in respect of the said Duplex Bungalow claimed by the maintenance co-operative society/other Entity so formed for the maintenance of the Duplex Bungalow scheme in the said property and the Purchaser do hereby undertake that in case of any statutory requirement in that regard, shall convey, transfer the said flat and/or the said right corresponding to the said Duplex Bungalow hereby conveyed in favour of such Society/other Entity.

The Board does hereby give their no objection to the purchaser hereto to get the Electricity meter connection/House tax in respect of the said Duplex Bungalow transferred in the name of the purchaser.

The possession of the said Duplex Bungalow is already handed to the purchaser by the Board.

SCHEDULE – I (the said property herein above referred)

The property described above is portion of property known as "XAPUR" bearing survey No. 217/1-A, within the Communidade of Bandora, situated at Farmagudi-Bandora, Ponda-Taluka, District of North-Goa and State of Goa, not described in Land Registration Office, Ilhas nor registered in the Taluka Revenue Office, admeasuring 78,000=00 sq.mts. and is bounded as follows:

To the North: By survey Nos. Survey Nos. 215, 217 & Road

To the South: By survey Nos. 216, 221 & 218

To the East : By survey No. 217 & Road

To the West: By survey Nos. 215 & 216.

SCHEDULE – II (the said Duplex Bungalow herein above referred)

All that the Duplex Bungalow bearing No. [Duplex Bungalow Number], situated at [Location]. The total land area including area occupied by the Duplex Bungalow bearing No. [Duplex Bungalow Number] admeasuring [Land Area] sq.mts with built-up area of [Built-up Area] sq. mts. constructed by the Board in the property surveyed under No. 217/1-A shown in the plan annexed hereto edge in red and bounded as follows:

To the East: By Duplex Bungalow No. [Adjacent Duplex Bungalow Number].

To the West: By internal road.

To the North: By Duplex Bungalow No. [Adjacent Duplex Bungalow Number].

To the South: By Duplex Bungalow No. [Adjacent Duplex Bungalow Number].

IN WITNESSES WHEREOF the parties hereto have hereunto set their respective hands on the day, month and year first above written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED "BOARD"
OF THE ONE PART
Goa Housing Board
through its Secretary cum

Managing Director

Signed and delivered by the within named "PURCHASER" of the other part.

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Right hand finger prints

Left hand finger prints

In the p	resence of:		
. Name		Signature	
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