

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Bicholim, Goa,
on this ____ day of the month of _____ two thousand and
Twenty _____;

B E T W E E N

1. MR. ANANT NARAYAN VERNEKAR, son of Mr. Narayan Vernekar, Age 52 years, married, business, Indian National, holding Pan Card No. _____and his wife,
2. MRS. TWINKLE ANANT VERNEKAR, wife of Mr. Anant N. Vernekar, age 43 years, married, business, Indian National, holding PAN CARD No _____, both resident of Sonarpeth, Bicholim Goa. HEREINAFTER CALLED AS “THE VENDORS/ BUILDERS” (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, successors, executors, administrators and assigns) of the ONE PART.

A N D

_____, son/daughter of _____ Indian National, holding PAN Card no._____, residing at_____, HEREINAFTER CALLED AS “THE PURCHASER” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators and assigns) of the OTHER PART.

AND WHEREAS the Vendors are owner in possession of property known as "GHAR JAGA" or MALAR situated at Bicholim, Taluka and Sub-District of Bicholim, District of North Goa, State of Goa, surveyed under nos. 113/1 (part) and 113/2 (part), of Bicholim Goa, admeasuring 1650 sqmts, described in the Land Registration Office under no. 1472 of Book B-4 new and enrolled in the Taluka Revenue Office under no. 357 of Bicholim Goa. (hereinafter called as "the said property" fully described in the schedules hereunder written).

AND WHEREAS the said property originally belonged to Mr. Keshav Shet Vernekar and his brother Mr. Anant Shet Vernekar.

AND WHEREAS by virtue of Civil Suit No.54/1973 filed in the Court of Civil Judge Senior Division Bicholim, the said properties were purchased in auction by Mr.Narayan Anant Shet Vernekar and his wife Mrs. Laximibai Narayan Shet Vernekar, son and Daughter in law of Anant Shet Vernekar.

AND WHEREAS by Gift Deed dated 24.03.1994, the said Mr. Narayan Anant Shet Vernekar and his Wife Mrs. Laximibai Narayan Shet Vernekar gifted the said properties to their sons namely Mr. Kalidas Narayan Shet Vernekar and Mr. Anant Narayan Shet Vernekar. The said gift deed is duly registered in the office of Sub-Registrar of Bicholim under no.24 Book No.I, Volumen.55 dated 30.03.1994.

AND WHEREAS Mr. Anant Narayan Shet Vernekar alias Anant Narayan Vernekar has partitioned his share admeasuring area 825 sqmts and acquired the separate Sub Division bearing No. 113/1-A from the entire gifted Property.

AND WHEREAS Subsequently by Deed of Partition dated 10.04.2000 made between Mr. Kalidas Narayan Shet Vernekar and his wife as First Party and Mr. Anant Narayan Shet Vernekar and his wife as second Party and Mrs. Laximibai Narayan Shet Vernekar as Confirming Party, the properties, shops, Flat belonging to them jointly and in common were partitioned by minute and bounds amongst them.

AND WHEREAS on Perusal of the Partition Deed dated 10.04.2000, duly registered in the office of Sub Registrar of Bicholim under no. 283 Book No. I, Volume no. 210 dated 13.04.2000 and it is seen that Mr. Anant Narayan Shet Vernekar and his wife Mrs. Twinkle Anant Shet Vernekar are being allotted a plot of land admeasuring 752 sqmts, forming partly of property surveyed under no. 113/1 (part) and 113/2(part) of Village Bicholim.

AND WHEREAS the said partitioned area admeasuring 752 sqmts was thereafter changed to 825 sqmts, as can be seen from Corrigendum issued by Deputy Collector, Bicholim Goa and through the area Adjustment Statement issued by Directorate of Settlement and Land Records, Panjim Goa.

AND WHEREAS Subsequently the said plot was partitioned by the Deputy Collector of Bicholim in Case No. 8/69- 2000/Part/Land/Bich and by Order dated 30.03.2002 passed therein, the said plot was allotted separate survey no. 113/1-A of Village Bicholim.

AND WHEREAS Mr. Anant Narayan Shet Vernekar developed his partitioned portion admeasuring 825 sq. meters of the said properties after obtaining necessary license, Permissions, approvals, N.O.C's from various authorities Surveyed under survey No. 113/1-A of Village Bicholim.

AND WHEREAS the Builders/owners have decided to construct a scheme of residential cum commercial building known as '**ANANT VISHWA**', upon the said property, comprising of residential Flat and Commercial Shops with Mezanine, and to sell the premises to be constructed therein to the prospective Purchaser after taking the approvals from the concerned Departments.

AND WHEREAS the Municipal Council , Bicholim, Goa, earlier has issued Construction Licence no. 74/2010-11

dated 06/02/2012 with approved Plan for construction of building and also issued Occupancy Certificate no. BMC/TECH/12- 13/OC/09, dated 18/06/2012 for ground and first floor.

AND WHEREAS now the Builders/Owners has got approved from the competent authorities the plans, the specifications of elevations, sections and details of the scheme of building to be constructed on the said property first and second floor.

AND WHEREAS the Builders/Owners has accordingly to be commenced construction of the second and third floor of said building in accordance with the said plan, sanctioned by the Town and Country Planning Department, Technical clearance No. Dc/5289/bich/tcp-21/129 dated 4/11/2020 at Bicholim, Goa and in accordance with the terms of the licenses/permission from bicholim Municipal Council bearing no 52/2020-21 dated 18/03/2021.

AND WHEREAS the purchaser approached the Builders/Owners for purchase of flat, upon having inspected the documents of title in respect of the said property and pertaining to the construction proposed, and having obtained copies thereof, and has upon satisfying himself/herself completely of the title, and the legality of construction, requested the Builders/owners to sell unto the Purchaser Flat bearing No. **SF-2, admeasuring area 98.42 sqmts,** situated on Second Floor, being constructed in the building scheme '**Anant Vishwa**' upon the said property, which said Flat is more particularly described in the **Schedule II** hereunder written, and the Builders/Owners has acceded to the said request, and has agreed to sell to the Purchaser, the said Flat at the price and on the terms and conditions as hereinafter appearing.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of sale.

**NOW THIS AGREEMENT WITNESSETH, AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS :**

1) The above recitals shall form part and parcel of this agreement for all purposes.

2) The Builders/Owners shall, under normal circumstances, construct the said Flat, situated on Second Floor in the building known as “Anant Vishwa” along with undivided right share and interest in the said property, hereinafter referred to as the “said Flat”, hereby agreed to sell to the Purchaser, and as more particularly described in the **Schedule II** hereunder written, in accordance with the plans, designs, specifications approved by the competent authorities, being the local authorities, and which have been seen and approved by the Builder/Owner, with only such variations and modifications as the Builders/Owners may consider necessary or as may be required by the competent authorities or the Government to be made in them or any of them.

(i) The Builder/Owner proposed and agreed to carry out the final finishing work by taking finance from the prospective Purchaser as per Schedule III herein under. It is agreed between the parties that the possession of the said Flat shall be handed over to the purchaser, finished up to the brick work and internal plaster with all concealed wiring and plumbing pipes installed. All the final finishing installations such as floor and wall tiling, internal painting, CP and Sanitary fittings etc shall be completed by the Owner/Builder within prospective time. It covenants to complete the finishing work before December 2021 to enable Builders/Owners obtain occupancy certificate.

3) (i) The Builders/Owners herein has agreed to sell the said Flat to the prospective Purchaser which is more particularly described in Schedule II hereunder written, at or for a total consideration of Rs._____. which breakup as follows;

Total Cost of Construction of the said Flat, is Rs._____. Including SGST at the rate of 3.75% and CGST at the rate of 3.75% - , to be paid as under:

The Purchaser has paid a sum of Rs. _____, which amount as advance towards total consideration, on the execution of this agreement. The Builders/Owners hereby acknowledge the receipt of the said part payment. It is expressly agreed and understood that the Purchaser shall pay the balance of the agreed consideration to the Builders/Owners as per the mode of Payment.

4) The Builders/Owners hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the competent Authorities at the time of sanctioning the construction plan/s, granting approvals, issuing licence or thereafter, and indemnifies to obtain from the competent Authorities Occupancy Certificate in respect of the said Flat.

5) The purchaser agrees and undertakes to pay to the Builders/Owners interest @ 18% p.a. on all the amounts which become due and payable by the purchaser to the Builders/Owners under the terms of this agreement from the date the said amount/s become/s payable by the purchaser to the Builders/Owners, until actual payment / realization thereof, which shall not be accepted after period of 45 days from date it became payable.

6) Without prejudice to clause 4 above, on the purchaser committing any default in payment, on due date/s, of any amount due and payable by the purchaser to the Builders/Owners under this Agreement (including his/her proportionate share of taxes levied by any statutory authority and other out goings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Builders/Owners shall be entitled at its own

option to terminate this agreement, without prejudice to its other rights and remedies; PROVIDED ALWAYS, that, the power of termination hereinbefore contained, shall not be exercised by the Builders/Owners unless and until the Builders/Owners has given to the purchaser, an 8 days prior notice in writing, of his intention to terminate this agreement, and mentioning herein the specific breach or breaches of terms and conditions on account of which it proposes to terminate the agreement, and in case of any default/failure on part of the Purchaser/s in remedying such breach or breaches mentioned, within the time-frame indicated in such notice.

- 7) PROVIDED FURTHER, that, upon termination of this agreement as aforesaid, the Builders/Owners shall refund, without any interest, to the Purchaser/s the installment/s of sale price of the said Flat which may, till then, have been paid by the Purchaser to the Builder/Owner, by deducting there from the amount/s towards any expenses or loss/es, at his discretion. Upon termination of this agreement the Builders/Owners shall be at liberty to dispose off and sell the said Flat to such other person, at such price, as the Builders/Owners may in his absolute discretion think fit, without any scope for claim or objection from the Purchaser.
- 8) Subject to the other clauses contained herein, and particularly subject to the Purchaser and all other Purchaser of other premises, effecting timely payments the Builders/Owners shall endeavor to hand over the possession of the said Flat to the Purchaser at the time of registration of the final deed of conveyance, only upon being issued an Occupancy Certificate.
- 9) The Builder/Owner shall give the possession of the premises within 7 days by giving written notice to the purchaser/s intimating that the said Flat is ready for use and occupation.
- 10) In case the said Apartment is not completed within the period of time owing to any factors such as force majeure,

act of God, natural calamities, war, shortage of building material in the market or as a result of any notice, order, rule, notification of the Government or of any other public or a local body or authority, or any court of law, or the Tribunal, or for any reason or circumstance beyond the control of the Builders/Owners, the Builders/Owners shall in such cases be entitled to further extension of time.

11) The Purchaser shall use the said Flat or permit the same to be used for the purpose of residential use only. The Purchaser also undertake not to cause any hindrance, nuisance thereby causing any obstruction by keeping any material / vehicle in the roads / passages.

12) The Builders/Owners shall on completion of the said Flat, and after obtaining Occupancy Certificate, execute or cause to be executed a sale / deed of Conveyance in favour of purchaser/s in respect of the undivided right, title and interest of the Builders/Owners in the said property corresponding to the area of the said Flat, and such sale/conveyance shall be in keeping with the terms and conditions of this Agreement.

13) In connection with the said Deed of Sale / Conveyance or any document or instrument as required under existing laws, and for securing its registration, the Purchaser shall bear the cost of the requisite stamp duty, as also pay the registration fees / charges, as applicable, and also bear the other out of pocket expenses and the legal charges.

14) After notice in writing is given by the Builders/Owners to the Purchaser, that the Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion of the Floor area of the premises) of out goings in respect of the said property building viz. local taxes or such other levies by Government, water charges, insurances, common lights, repairs and bill collection, sweepers and all other expenses of the said land and building, including house / Light taxes, etc.

15) The Purchaser hereby covenant with the Builders/Owners as follows :

(a) To maintain the Flat at the Purchaser's own costs and expense in good tenantable repair and condition from the date the possession of the said Flat is taken, and shall not do or cause to be done anything in or to the building-structure or any part thereof of which the said Flat forms part, or any passages and common areas, which may be against the rules, regulations or by laws or concerned local authority or any other authority or change/alter or make additions in or to the building in which the said Flat is situated and the Flat itself or any part thereof.

(b) Not to store in the said Flat or in its vicinity, any goods which are hazardous, combustible or dangerous nature or are so heavy, so as to damage the construction or structure of the building of which the said Flat is a part, and in case any damage whatsoever is caused to the same or any part, on account of the omissions, commissions, negligence or default on part of the Purchaser, the Purchaser shall be liable for the consequences of the breach, and shall be solely liable to rectify, repair at his own costs and expense.

(c) To carry at his own cost all repairs to the said Flat, and maintain the same in the same good condition, state and order in which it was delivered by the Builders/Owners to the Purchaser, and shall not do or cause to be done anything in or to the same or the structure of the building which may be against the rules and regulations and bye – laws of the concerned local authority or any other public authority, and in the event of breach of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be

made any addition/s or alteration/s of whatever nature in or to the same. The Purchaser/s shall also keep the portion, sewers, drain pipes of the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated, and shall not chisel or in any other manner damage to columns beams, walls, slabs or RCC pardis or other structural matter in the Flat without the prior written permission of the Builders/Owners and/or the other Purchaser.

(e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or any portion of the said land or around the building.

(f) Pay to the Builders/Owners within 7 days of demand by the Builder, the amount of installment as stated in these presents, his share of security deposit demanded by concerned local authority or Government towards provision of water, electricity charges, or any other service connection to the building in which the said Flat is situated.

(g) To bear and pay from time to time or as per levy all charges and increase thereof including local taxes, water charges, and such other levies, if any, which are imposed by the concerned local authority and/or Government or other public authority.

(h) The Purchaser shall not, without the written consent of the Builder, let, sub-let, transfer, assign or part with Purchaser interest or benefit factor of this agreement or part with the possession of the premises until all the dues payable by the Purchaser to the Builders/Owners under this

agreement are fully paid up, and only if the Purchaser have not been guilty of breach of or non – observance of any of the terms and conditions of this agreement.

- (i) Till the conveyance of the building in which the premises is situated is executed, the Purchaser shall permit the Builders/Owners and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land, the said Flat and any part thereof to view and examine the state and conditions thereof.

16) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her and all open spaces, common areas, subject to declaration filed before the Sub-registrar, recreation spaces etc. will remain the property of the Builders/Owners until the execution of sale deeds in respect of all the premises comprising the said scheme. The said declaration shall be the supreme document, and shall prevail and supersede all other documents, including these presents. The Purchaser shall be under obligation to give consent to such amendment/s to the declaration also no claim over additional or balance Far.

17) It is agreed by the Purchaser/s that they shall never seek partition of the undivided rights in the said property proportionate to the built-up area of the said Flat.

18) The Purchaser and/or the Builders/Owners shall present this agreement as well as the conveyance-sale deed at the proper Registration office for registration, within the time limit prescribed by the Registration Act and the Builders/Owners will attend, admit execution thereof.

19) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been served if sent to the Purchaser, by Registered Post A. D. or under Certificate of Posting at his/her address specified

hereinabove in these presents.

THE MARKET VALUE OF THE SAID AGREEMENT FOR SALE IS RS. 33,40,0000/- ACCORDING STAMP DUTY AT THE RATE OF 2.9% IS RS. 96,860/- IS PAID HEREWITH.

SCHEDULE

All that property know as “ MALAR” surveyed under no.113/1-A admeasuring 825 sq. meters, situated at Bicholim, within the limits of Bicholim Municipal Council Taluka and Sub-District of Bicholim, District of North Goa, State of Goa, described in the land Registration office under no.1472 of Book B-4 new and enrolled in the Taluka Revenue office under no.357 and bounded under:-

North:-By Municipal Road beyond which lies the
football ground;

South:-By property of Rawalo Marto Naik;

East:- By Government Property;

West:- By internal road beyond which lies building
“Navnath Chambers”

SCHEDULE II

ALL THAT Flat bearing Flat No. **SF-2, admeasuring area 98.42 sqmts,** situated on Second Floor, in the building known as “Anant Vishwa” along with undivided share in the said property described in schedule I. The said Flat is shown in the plan annexed to this deed for all legal purpose

SCHEDULE III Mode of Payment

Total consideration for Flat No. SF-O2 on Second floor of Rs.
33,40,000 to be paid as follow:-

- i. Advanced Paid Rs. 6,70,000/-
- ii. On commencement of Plinth Rs. 5,00,000/-
- iii. On Commencement of First Slab which amounts to Rs.5,00,000/-
- iv. On Commencement of Second Slab which amounts to Rs. 5,00,000/-
- v. On Commencement of Third Slab which amounts to Rs. 5,00,000/-
- vi. On Commencement of Fourth Slab which amounts to Rs. 2,00,000/-
- vii. On Commencement of plastering - an amounts of Rs. 2,50,000/-
- viii. On Commencement of Flooring and Plumber work which amounts to Rs 2,00,000/-
- ix. On Commencement of Internal Painting –an amounts to Rs.2,00,000/-
- x. On Possession balance amount of Rs. 20,000/-

Totaling Consideration amount of Rs. 33,40,000/-

SIGNED, SEALED & DELIVERED
BY WITHIN NAMED VENDOR 1 AND 2.
MRS. TWINKLE ANANT VERNEKAR
VENDOR NO.2 REPRESENTED
Through Power of Attorney by Mr. Anant N. Vernekar)

MR. ANANT N VERNEKAR

L.T.I

R.T.I.

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SIGNED, SEALED & DELIVERED
BY WITHIN NAMED “PURCHASER”.

MR. KEDAR NAMDEV BHOVAR

L.T.I

R.T.I.

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WITNESSES:

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