

**AGREEMENT FOR CONSTRUCTION CUM SALE**

This Agreement for Construction cum Sale is made at \_\_\_\_\_ Goa on this  
\_\_\_\_ day of May of the year 2021.

**BETWEEN**

I. **M/S. SOLANKI & SONS**, a Partnership firm duly constituted under The Indian Partnership Act 1932, holding **PAN Card No.** [REDACTED], having its office at FFS-1, 4th floor, Padmavathi Tower, 18th June Road, Panaji-Ilhas Goa, acting through their partners,

- 1) **SHRI PRAVIN LAXMAN SOLANKI**, son of Laxman Haridas Solanki, Married, Age 61 years, Engineer and Builder, holding PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], Residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa,
- 2) **SMT. HARSHA RAMESH SOLANKI**, widow of Shri Ramesh Laxman Solanki, 50 years old, housewife, Indian National PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa,
- 3) **SHRI RAHUL RAMESH SOLANKI**, son of Shri Ramesh Laxman Solanki, 27 years old, bachelor, Indian National, PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa,
- 4) **SHRI RAUNAK RAMESH SOLANKI**, Son of Shri Ramesh Laxman Solanki, 27 years old bachelor, Indian National PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa,
- 5) **SHRI KRUNAL PRAVIN SOLANKI**, Son of Shri Pravin Laxman Solanki, 28 years old bachelor, Indian National PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa,
- 6) **SHRI SHUBHAM PRAVIN SOLANKI**, Son of Shri Pravin Laxman Solanki, 26 years old bachelor, Indian National PAN Card No. [REDACTED] and Adhar Card No. [REDACTED], residing at Plot No. 222, PDA Colony, Alto Porvorim, Bardez- Goa

Hereinafter called the **DEVELOPERS/ VENDORS** (which expression shall unless repugnant to the context or the meaning thereof shall mean and include its legal representatives, successors, executors and assigns) **OF THE ONE PART;**

**AND**

II. \_\_\_\_\_ Son/ Daughter/ Wife of \_\_\_\_\_  
Age \_\_\_\_\_ years Married/ Unmarried, Occupation, holding PAN Card No. \_\_\_\_\_ & Aadhar Card No. \_\_\_\_\_, Resident of \_\_\_\_\_ (Mobile No. \_\_\_\_\_)

Hereinafter called the **'PURCHASER'**, (which expression shall unless repugnant to the context or the meaning thereof shall mean and include its legal representatives, successors, executors and assigns) **OF THE OTHER PART;**

Both the Parties herein are Indian Nationals;

**WHEREAS** Partners No. 2 to 6 are represented by constituted Power of Attorney Shri Pravin Laxman Solanki, the same is executed before **Notary Sunil S. Naik at Panaji** therein registration No. 377 /2014 vide dated 26/03/2014.

**AND WHEREAS**

1. That there exist a Property Known as '**VOL**' or '**ALEM**' also Known as '**MAULI**' situated in the village Serula, Revenue village Penha-de-Franca, Bardez- Goa, **described in the Land Registration office under No. 18803 at Page 39 of Book B-50**, Now also enrolled in Taluka Revenue office under **Matriz No. 1275** and originally Surveyed under **Survey No. 180 Sub-div. No. 2** of the Revenue village **Penha-de-Franca, Bardez- Goa**.
2. That the Property bearing Survey No. 180 and Sub-div. No. 2 belongs to **Late Xamba Gunaji Fatarpekar** and his wife **Parvati Xamba Fatarpekar**.
3. That the said Parvati Xamba Fatarpekar died on 5th August 1986 at Betim, in the status of widow of Xamba Gunaji Fatarpekar, as her husband had died earlier.
4. That upon the death of Parvati Xamba Fatarpekar, inventory proceedings were instituted in the Court of Civil Judge Senior Division Panaji bearing **inventory Proceeding No. 32/1991/A** wherein all the heirs and successor to the estate of Late Xamba Gunaji Fatarpekar and Late Parvati Xamba Fatarpekar were joined as an interested party.
5. That in the inventory Proceeding **No. 32/1991/A**; chart of allotment were prepared in the said inventory proceeding, the said property, '**VOL**' or '**ALEM**' also known as '**MAULI**', was shown as an Item No. 7 bearing Survey No. **180/2**, and the same property divided into **10 plots** as plots **A, B, C, D, E, F, G, H, I and J** each measuring **2256 sq. mts** and Plot C of the said sub-division shown in the inventory proceedings in the chart of allotment, allotted exclusively to Smt. Bharati Mohanlal Fatarpekar, widow of Mohanlal Xamba Fatarpekar. After the completion of the inventory proceedings, Bharati Fatarpekar applied for Mutation before the Talathi of mutation and her name inserted in the **FORM-I & XIV** in the property bearing Survey No. 180 Sub-div. No. 2 under Mutation case **No. 1511**.
6. That after completion of mutation the said Bharati Fatarpekar along with co-owners applied for Land Revenue partition under **section 61** of Goa Land Revenue Court before the Deputy Collector of Bardez; the same is registered under **Case No. 15/8/97/PART/Land/3067**. Finally the Deputy Collector passed the order on 28th July 1997, allowing the **partition & separate number for Plot C (i.e. Survey No. 180/Sub-division No. 2-C)**.
7. That thereafter the said Bharati Fatarpekar, applied for conversion in respect to the plot surveyed under Survey No. 180/2-C situated at village Penha-de-Franca and finally Conversion Sanad was granted by Deputy

Collector of North- Goa District on 29th January 1998 and subsequently the same Sanad renewed for the period of One year.

8. That the Vendor/ Developer purchased property bearing Survey No. 180/2-C, situated in village Penha-de-Franca, Goa on 1st August 2005; in the firms name thereafter Vendor/ Developer, applied for Mutation under Mutation Case No. 68450 and finally Mutation is allowed and name of Vendor M/S SOLANKI & SONS inserted in the occupational column in the year 2019.
9. Hence the same above mentioned Sanad is lapsed, the Vendor/Developer applied for the fresh Sanad on 24th September 2019 before the Additional Collector III North-Goa and latest Sanad issued on 27th January 2021.
10. That after obtaining the Mutation Vendor/ Developer applied for Conversion **under section 32 sub- section I** of the Goa Land Revenue Court on 24th September 2019 before Additional Collector III, North-Goa District, Mapusa- Goa. The same is registered under No.4/279/CNV/AC-III/2019/131 and same Additional Collector III Office issued Conversion Sanad on 27th January 2021.
11. That the Vendor/ Developer applied for technical clearance before Senior Town Planner North-Goa with under **Reference No. TPB/5565/PDF/TCP-2020/3967 dated 3/11/2020 with Inward No. 5478** and finally same is granted.
12. Finally, **M/S SOLANKI & SONS**, applied for the Construction License before Village Panchayat Penha-de-Franca, & after the inspection by Sarpanch & Ward member granted **License on the 6/03/2021** with **Reference No. VP/PDF/044/20-21/2850/27** same is valid for Three years.
13. Besides this **M/S SOLANKI & SONS** already done Property search before Sub-Register of Bardez for the last year on \_\_\_\_\_ and it clears no mortgage, hypothecation whatsoever nature lien is created on the said Property bearing Survey No. 180, Sub-div. No. 2-C situated at village Penha-de-Franca and also obtain Nil Encumbrance Certificate since from \_\_\_\_\_ to till date \_\_\_\_\_
14. After completing all the formalities **M/S. SOLANKI & SONS** floated a scheme in the property bearing Survey No. 180 Sub-div, 2-C known as **“SOLSON’S GULMOHAR”**.
15. That the **M/S SOLANKI & SONS** is entitled and authorized to construct the Multi Storeyed Residential Building in the Property bearing Survey No. 180 and Sub-div. No. 2-C situated at Penha-de-Franca in accordance with Permissions and License granted by appropriate authority.
16. That the **M/S SOLANKI & SONS** is in possession of said Property bearing Survey No. 180 and Sub-div. No.2-C situated at Penha-de-Franca admeasuring an area of 2256 sq. mts. by virtue of **Sale Deed Dated 01/08/2005 bearing Registration No. 3567 at Pages 100 to 113 Book I, Volume No. 1375 by vide dated 04/08/2005.**

17. That **M/S SOLANKI & SONS** is floated a scheme of development by name & style as “**SOLSON’S GULMOHAR**” thereon consist of 28 different units of different area.

18. That the Purchaser/s/allottee/s has have approached **M/S SOLANKI & SONS** after having seen verified all the documents pertaining to the Title of the Property bearing Survey No. 180 and Sub-div. No. 2-C of **M/S SOLANKI & SONS** all Plans, Layout, Specification and as well the overall scheme development of the Plot bearing Survey No.180 & Sub-div. No.2-C for the Allotment/ Purchase of Residential Flat in ( name of project) situated on \_\_\_\_\_ **Floor** and which Flat is duly identified herein as **Flat No.**\_\_\_\_\_ in the Plan annexed. The **Flat No.**\_\_\_\_\_ having carpet area of \_\_\_\_\_ sq. mts, along with \_\_\_\_\_ sq. mts of exclusive Balcony/ Verandah/s/ and also with one Car Parking in a basement. Hereinafter referred to over said Flat categorically agreed more Particulars described in Schedule II. The carpet area of the said Flat defined under the (RERA) clause (K) of Section 2 of the said Act is \_\_\_\_\_ **sq. mts.**

- a) **M/S SOLANKI & SONS** has appointed Architect registered with the Council of Architect by firm known as “**Shivastu**” represented by Architect **Mr. Sitaram S. Gawas**, having Office No. 6-C, R.R Tower, Rajwaddo, Mapusa- Goa Pin code No. 403507 by virtue of acceptance letter **dated 05/11/2020**.
- b) **M/S SOLANKI & SONS** has registered the Project known as “**SOLSON’S GULMOHAR**” under the provision of the Real Estate (Regulation and Development) Act 2016 and rule framed there with Real Estate Regulatory Authority **Act No.**\_\_\_\_\_ Authenticated copy is attached in annexure.
- c) **M/S SOLANKI & SONS** holding GST No. 30AAFFS8165D1ZE which is obtained from Goods and Service Tax Department.
- d) **M/S SOLANKI & SONS** has appointed structural Engineer for preparing of the structural design and drawing of the building by Engineer **Sucheta G. Mangalorekar** and **M/S SOLANKI & SONS** accept the professional supervision of the Architect and Structural Engineer till the completion of the Building/ project.

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER :**

- 1) **M/S SOLANKI & SONS** shall under normal condition construct in the above said new residential building consisting of 28 Units as per approved plan . The said **Flats bearing No.**\_\_\_\_\_ admeasuring **Carpet area of** \_\_\_\_\_ **sq. mtrs** , along with balcony and corresponding **super built Flats is** \_\_\_\_\_ **sq. mtrs** . ( which includes the incidence of staircase , landings , elevators , lobby , passage and other common areas ) on floor , in the said building known as “**SOLSON’S GULMOHAR**” as per the plan and specification seen and approved by the Purchasers with such variation and alteration , as the **M/S SOLANKI & SONS** may consider

necessary or as may be required by the Architect of the **M/S SOLANKI & SONS** or by any authority to be made in them or in any of them ( subject to **M/S. SOLANKI & SONS** showing such variation and alteration to the Purchasers. The Purchasers hereby expressly consent to such variation and alteration to same and the **M/S SOLANKI & SONS** shall not be required to take any further permission from the Purchasers for the same . The said **Flat No.\_\_\_\_\_** is more particularly described in the **Schedule No. III** hereunder on the plan thereof annexed hereto and thereon is shown surrounding by red coloured boundary lines and hereinafter for brevity's sake shall be referred to as the said Flats and shall be constructed as per the specification described in details in Schedule IV herein annexed .

- 2) The **M/S SOLANKI & SONS** do hereby agree to sell the said Flats together with the corresponding undivided share of rights in the said plot to the Purchasers ( on completion of the construction of the said Flats in all respect for a total consideration of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only ) is inclusive of cost of proportionate share in land.
- 3) If the Purchasers desires to get some variations done in the specifications detailed in Schedule IV hereinafter appearing and if the **M /S SOLANKI & SONS** agrees to effect such variations as desired by the Purchasers ( subject to Purchasers giving in writing details of such changes to the **M /S SOLANKI & SONS** the Purchasers shall have to pay the additional cost of such changes / additions before the relative item of work is taken up for execution and for the purpose of payment it shall be considered as an extra item of work .
- 4) The **M /S SOLANKI & SONS** shall deliver the said Flats for use and occupation of the Purchasers on or before \_\_\_\_\_ months ( plus \_\_\_\_\_ months grace period ) from the date of this Agreement for construction cum sale thereof provided all the amounts due and payable by the Purchasers / Financers under this Agreement are paid by the Purchasers to the **M/S SOLANKI & SONS**. The **M /S SOLANKI & SONS** shall by notice in writing intimate the completion of the said Flats to the Purchasers and the Purchasers shall within 15 days of the receipt of the said notice, take delivery of the said Flats.
- 5) If the Purchasers commits default in payment of any of the installments aforesaid on their respective due dates, time being the essence of the contract and / or in observing and performing any of the terms and conditions of this Agreement. **M/S SOLANKI & SONS** shall, without prejudice to the other rights be at liberty to terminate this Agreement by giving a prior written notice of 30 days. **M/S SOLANKI & SONS** shall however on such termination, refund to the Purchasers the amount if any, which may have till then been paid by the Purchasers to the **M/S SOLANKI & SONS** but without any further amount by way of interest or otherwise on the **M/S SOLANKI & SONS** terminating this Agreement under this clause, he shall be at liberty to allot and dispose of the said Flats to any other person as the **M/S SOLANKI & SONS** may deem fit and proper for such consideration as the **M/S SOLANKI & SONS** may determine and the Purchasers / Financers shall not be entitled

to question this act of the **M/S SOLANKI & SONS** and/ or to claim any amount from the **M/S SOLANKI & SONS** . Without prejudice to his right of terminating the present agreement in case of default in payment of the installment of consideration the **M/S SOLANKI & SONS** at his absolute discretion, may allow the Purchasers/ Financers to pay the defaulted installment of the consideration on the extended date/s with interest at the rate of **18 % p.a.** compounded quarterly .

- 6) The **M/S SOLANKI & SONS** shall not incur any liability if they are unable to deliver possession of the said Flats by the date stipulated in **clause No.4** if the completion of the scheme is delayed by reason of non availability of steel, cement, sand, other building materials , water supply and / or electric power supply or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notices, order, ordinance, rule or notifications of the Government and / or any other public or local authority or for any other reason beyond the control of **M/S SOLANKI & SONS** and in any of the aforesaid events , the **M/S SOLANKI & SONS** shall be entitled to reasonable extension of time of delivery of possession of the said Flats.
- 7) If for reason other than those in **clause No. 5** the **M/S. SOLANKI & SONS** is unable to or fail to give possession of the said Flats to the Purchasers within the date specified in **clause no.4** above or within any further date or dates agreed to by and between the parties hereto then and in such case , the Purchasers shall be entitled to give notice to the **M/S. SOLANKI & SONS** terminating the Agreement in which event , the **M/S. SOLANKI & SONS** shall , within a period of six months , refund to the Purchasers the amounts, if any, that may have been received by the **M/S. SOLANKI & SONS** from the Purchasers in respect of the said Flats, without any interest .
- 8) Upon possession of the said Flats being delivered to the Purchasers, he shall be entitled to the use and occupation of the said Flats, upon the Purchasers taking possession of the said Flats he shall have no claim against the **M/S. SOLANKI & SONS** in respect of any item of work in the said Flats.
- 9) The Purchasers shall use the said Flats only for the purpose of Residential or for any other purpose which is permissible under the prevailing laws and shall not use the same for any illegal purpose.
- 10) The Purchasers shall from date of possession of the said flats, maintain the said flats, the internal walls , partition walls , sewers , drains , pipes and appurtenances thereto at his own cost , in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Flats and/ or common passages or the compound, common area which may be against the condition or rules or by laws of Villag Panchayat /or the Towns and Country Planning and Development Authority and/ or any other authority and shall attend to and answer and will be responsible for all actions for violations or any such conditions or rule of by-laws.

- 11) In the event, on account of change in plan or any other reasons , the built up of said Flats is increased , Purchasers shall be liable to pay the **M/S. SOLANKI & SONS** for extra area, at such rate as may be calculated by the **M/S. SOLANKI & SONS**. Similarly if the built up area of the said Flats is decreased, the **M/S. SOLANKI & SONS** shall be liable to refund to the Purchasers/ Financers the amount corresponding to the differential area at such rate as may be calculated by the **M/S. SOLANKI & SONS**.
- 12) Provided it does not in any way effect or prejudice the rights of the Purchasers in respect of the said Flats the **M/S. SOLANKI & SONS** shall be at liberty to sell, assign, transfer and/or otherwise deal with their rights, title and interest in the said Flat bearing No. \_\_\_\_\_, and/or in the said building scheme “**SOLSON’S GULMOHAR**” .
- 13) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Flats or of the said plot bearing Survey No. 180/2C or any part thereof.
- 14) The Purchasers shall not let, sub-let, sell, transfer, assign or part with his interest or benefit under this Agreement or part with possession of the said Flat until all the dues payable by him to the **M/S. SOLANKI & SONS** under this Agreement are fully paid up and that too only if he has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until he obtains the previous consent in writing of the **M/S. SOLANKI & SONS**.
- 15) The Purchasers shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters as the Vendor/ Developer may require from them from time to time, in this behalf for safeguarding interalia, the interests of the **M/S. SOLANKI & SONS** and the Purchasers as per this Agreement.
- 16) Any letters, reminders, notices, documents, papers, etc. are to be served on the Purchasers shall be deemed to have been properly sent and served, if it is posted at his notified address by Registered Post A/D or under certificate of posting at the address of the Purchasers given below:-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mob No./ Phone No.: \_\_\_\_\_

- 17) The **M/S. SOLANKI & SONS** hereby gives express consent to the Purchasers to raise any loans against the said Flats and to mortgage the same with any Bank or Banks or any other financial institutions. It is clearly understood between the parties that under no circumstances the **M/S. SOLANKI & SONS** shall be entitled to mortgage or create charge on the said Flats and its proportionate undivided share hereby allotted to the Purchasers and the said Flats shall always be free from any encumbrances or charges thereon.
- 18) If at any time prior to the execution of the Deed of Conveyance and/or handing over the respective premises to the Purchasers as stipulated in this



Agreement the floor area ratio presently applicable to the said property is increased, such increase shall ensure for the benefit of the **M/S. SOLANKI & SONS** without any rebate to the Purchasers.

- 19) The **M/S. SOLANKI & SONS** shall have a first lien and charge on the said Flats agreed to be purchased by the Purchasers in respect of any amount payable by the Purchasers to the **M/S. SOLANKI & SONS** under the terms and conditions of this Agreement.
- 20) Upon completion of the respective building the **M/S. SOLANKI & SONS** shall execute the conveyance/ Sale deed in respect of the premises and/or the corresponding undivided portion of the said property in proportion to the built up area of their respective Flats as the case may be in the names of all the premises holders of said new building scheme. However all expenses in regard to stamp paper, registration charges, printing, Xeroxing, legal expense, etc. incurred on said Conveyance shall be borne by the Purchasers/Financers. The draft of such Deed of Sale/Conveyance shall be prepared by the Advocate of the **M/S. SOLANKI & SONS**.
- a) Any taxes, charges or out goings levied by the Village Panchayat including infrastructure tax and House tax or any other competent authority and the electricity and water charges, exclusively pertaining to the said Flats shall be borne by the Purchasers from the date of delivery of possession of the said Flats.
- b) The Purchasers shall also bear proportionate share in the maintenance of said building and also all outgoing for the maintenance management of the building common lights, common staircase, lifts, lobbies, common compounds and open spaces, salaries of watchman, sweepers and other charges total comes \_\_\_\_\_ to \_\_\_\_\_ Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per sq.mt. and same shall be paid by the Purchasers/Financers to the **M/S. SOLANKI & SONS** at one time.
- c) After handing over the possession, the **M/S. SOLANKI & SONS** will cooperate with the Purchasers towards formation of Co-operative Housing Maintenance Society/ Association by the Flats owners of said building known as “\_\_\_\_\_” for the maintenance of the building of common services will be the sole responsibility of the Flat owners/ society or **M/S. SOLANKI & SONS** will make sale deed of every premises either or undivided share of land or total cost of premises.
- d) In the event of any amount by way of premium, security deposit, betterment charges, development taxes, GST or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the “**SOLSON’S GULMOHAR**”, the Purchasers hereby expressly undertakes to reimburse the **M/S. SOLANKI & SONS** for all such amounts in proportion to the area of the said Flats and in

determining such amount the decision of the **M/S. SOLANKI & SONS** shall be conclusive and binding upon the Purchasers. **M/S. SOLANKI & SONS** shall be liable to present all the bills and receipts of taxes above said at the time of reimbursement.

- e) The Purchasers shall also bear the cost of the respective meter-box. Likewise, the cost of the cable from main electric pole to meter box will be shared, proportionately, by all the premises holders in the said building.
- 21) Any taxes, charges or out being levied by the Village Panchayat or any other competent authority or electricity and water charges, infrastructure tax and house tax exclusively pertaining to the said Flats shall be borne by the Purchasers from the date of delivery of possession of the said Flats.
- 22) Provided further and it is hereby agreed between the parties hereto as under:-
- a) On taking delivery of the premises the Purchasers under no circumstances, shall carry out any structural alterations in or to the said Flats without the written consent of the **M/S. SOLANKI & SONS** and express permission from the competent statutory authorities.
- b) The Purchasers under no circumstances shall block the open spaces viz., the passages and stair-case, or any common areas in the said building or the said property.
- c) The Purchasers shall have no right to the terrace portion of the said building, except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as the absolute property of the **M/S. SOLANKI & SONS**.
- 23) **M/S. SOLANKI & SONS** hereby undertake to sign and execute a Deed of Sale on completion of building “**SOLSON’S GULMOHAR**” further undertake to produce himself before the Sub-Registrar of Bardez, Goa for admitting the contents of said Sale Deed in respect of proportionate undivided rights corresponding to the built up area of said Flats to be transferred in favour of Purchasers. All the costs, expenses, charges, fees incurred upon such Deed of Sale shall be borne by the Purchasers.
- 24) The value of the said Flat is considered Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) for the calculation of Stamp Duty.
- 25) That the Purchasers has to make payment as per the Schedule of Payment.
- 26) The cracks in sinkage of plaster or in joint of concrete and masonry shall be not treated as faulty works.

- 27) That after completion of building and obtaining occupancy certificate **M/S. SOLANKI & SONS** has to issue notices Purchasers that the said premises are ready for use and occupation. The Purchasers shall be liable to pay all taxes and charges for electricity, water supply, panchayat taxes and other services and outgoings payable in respect of the said premises. An amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the rate of Rs. \_\_\_\_\_/- per sq. mts. As per super built up area for one time for the maintenance and management of the complex, common lights, common staircases, common compounds and open spaces, common terrace, garbage collection charges, charges and salaries of watchman, sweepers and maintenance of accounts and administration of the said complex to be paid before taking possession of the said Flats. However monthly charges will be decided after formation of the Society.
- 28) The Purchasers shall have no claims whatsoever other than in respect of the said premises agreed to be purchased by him. The open spaces, unallotted parking spaces, staircases, lifts, etc. shall remain property of the **M/S. SOLANKI & SONS** till they are transferred to the said proposed society but even then subject to the right of the **M/S. SOLANKI & SONS** under this Agreement.
- 29) It shall be at discretion of the **M/S. SOLANKI & SONS** whether the legal entity to be formed shall be a co-operative society regulated by the Goa Co-operative Societies Act, as applied to the State of Goa or a Company under the companies Act 1956. On the **M/S. SOLANKI & SONS** taking such decision the Purchasers and the other persons who have acquired interests in the said premises shall be required to join in the said society or the company and this purpose to sign all forms, applications, papers, deeds and documents, etc. as may be reasonably required to carry out such decisions so as to obtain and effect the proper conveyance of the said Flats with the **M/S. SOLANKI & SONS**.
- 30) That **M/S. SOLANKI & SONS** shall be in absolute control of those Flats “\_\_\_\_\_” which remain unsold; should the **M/S. SOLANKI & SONS** decide to retain any portion in them they shall join entity along with the other premises holders.
- 31) The possession of Flat shall be given only after making total payment as per the Agreement and additional payments like GST, maintenance fund, sale deed charges, advocate charges, electrical connection charges, water connection charges and any other charges paid to the Government.
- 32) That the Vendor/Developer has allotted in basement Car Parking No. \_\_\_\_\_ to Flats No. \_\_\_\_\_ as per Parking Layout Plan.
- 33) By forwarding this present Agreement to the Purchaser/s by **M/S. SOLANKI & SONS**, it does not create a binding obligation on the part of the **M/S. SOLANKI & SONS** or the Purchaser/s, until firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for

registration of the same before the concerned Sub-Registrar as and when intimated by the **M/S. SOLANKI & SONS**. If the Purchaser/s fails to execute and deliver to the **M/S. SOLANKI & SONS** this Agreement within 30 days (thirty) from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the **M/S. SOLANKI & SONS**, then the shall **M/S. SOLANKI & SONS** serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s/ shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

- 34) That in the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or anything arising out 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 dispute or in relation to any matter whatsoever concerning this Agreement shall be shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 35) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mapusa will have the jurisdiction for this Agreement.
- 36) That all the parties to this present Agreement entitled for the specific performance and jurisdiction will be within a state of North Goa (Mapusa).
- 37) That this Agreement for construction cum sale is typed on a stamp paper \_\_\_\_\_ of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) i.e. 2.9% of the total value of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only) which is on Market Value.
- 38) That property is described in the Schedule I & II does not belong to Scheduled Caste/Scheduled Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21-08-1978.
- 39) The possession of the Flats has not yet been handed over to the Purchaser/s same shall be handed over after completion of the building and at the time of execution and registration of Deed of Sale.
- 40) All Plans, Schedules and Annexure are Integral Part of this Agreement.

## SCHEDULE I

### SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

**All that** land surveyed under No. **180** Sub division **2-C** admeasuring **2256.00 Square meters**, of the Revenue Village Penha- de -Franca, Bardez, Goa, situated within the limits of the Village Panchayat of Penha – de- Franca, Taluka and Sub District Bardez, District North Goa which is part of the original property known as VOL’ or ‘ALEM also known as MAULI’ of the Village Serula of Parish Penha de- France of Bardez Taluka described in the Land Registration office of Comarca of Ilhas at Goa at No.18803 at page 39 of Book B. 50 New and enrolled in Taluka Revenue office under Matriz No. 1275 bounded on or towards the North by the property of Shri Suriakanta Caloco, on the South by the road, on the East by the property surveyed under No.180/2-D belonging to Narendra Xamba Faterpekar and on the West by Land surveyed under No. 180/2-B belonging to Prabhakar Xamba Fatarpekar now his heirs i.e, his widow Smt. Neeta Prabhakar Faterpekar and his children Miss. Jalpa Prabhakar Fatarpekar and Shri Vikas Prabhakar Fatarpekar.

### SCHEDULE-II

#### (DESCRIPTION OF SAID APARTMENT/FLATS)

**ALL THAT** Flats No. \_\_\_\_\_ admeasuring a Carpet area of \_\_\_\_\_sq.mtrs. along with balcony and corresponding super built up area of the Flats is \_\_\_\_\_ sq.mts. along with the proportionate share of land (which includes incidence of staircase, landing, lobby, passages and other common area) on the \_\_\_\_\_ floor in the said building known as “**SOLSON’S GULMOHAR**”, situated at village Penha de France, Bardez Goa, which is more particularly described in the Schedule – I hereinabove.

### SCHEDULE-III

#### (MODE OF PAYMENT)

- (1) Advance Payment Rs. \_\_\_\_\_/-  
(2) On Signing of this Agreement Rs. \_\_\_\_\_/-  
(3) On or before \_\_\_\_\_ Rs. \_\_\_\_\_/-  
(4) On or before \_\_\_\_\_ Rs. \_\_\_\_\_/-  
(5) On or before \_\_\_\_\_ Rs. \_\_\_\_\_/-  
On or before handing possession of the said **Flats** or final deed of sale.  
**Total. Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**)

## **SCHEDULE -IV**

### **(BUILDING SPECIFICATION FOR APARTMENT/FLATS)**

**(1) STRUCTURE:-** It is R.C.C. framed structure with R.C.C. footings column beams and slab. The internal partition wall will be 10 cms brick and external wall will be of 23 cms thick laterite stone or brick masonry.

**(2) PLASTER:-** External plaster will be double coats and sand faced and internal plaster single coat with neeru finish.

**(3) FLOORING:-**The floor will be of vitrified tiles laid on cement mortar.

**(4) DOORS & WINDOWS:-** Main Door will be of Kalpataru Veneer Moulded Door and Salwood frame and all other doors framed of salwood and all door shutters for Bedroom shall be of Kalpataru Primer Moulded Door. All the windows will be of Aluminum window shutter. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch etc.

**(5) TOILET DOOR:** - All the bathrooms and toilets will have granite frame and shutters shall be of water proof FRP doors.

**(6) KITCHEN:** - The kitchen will have a cooking platform with granite stone top. Single bowl stainless steel sink with glazed tiles lining upto 60 cms, height above the kitchen platform.

**(7) INTERNAL DECOR:-** The walls will be painted with three coats of OBD and ceiling with three coats of OBD in white colour.

**(8) EXTERNAL DECOR:-** The external walls will be painted with cement paint in three coats.

**(9) WATER TANK:-** There will be an overhead tank on the roof and a sump tank on the ground. Water will be supplied to all the flats from overhead tank.

**(10) PLUMBING AND SANITARY FITTING:-** Soil waste and water pipes will be partially concealed and I.S.I. standard. In the bathrooms there will be one European W.C., one wash basin of approved size and one shower & tap.

**(11) ELECTRICAL INSTALLATIONS:-** The installations will be concealed copper wiring of I.S.I. standard. The bedroom will have two light points, one fan point, one 5 amp plug point, and one A.C. points in the main bedroom. Bathrooms/toilets will have one light point and one plug point each, geyser point. One bell point will be provided. In the living cum dining room two light points, two fan point, one T.V. point and 5 amp each, plug point. In the kitchen two light points and one 15 and 5 amp each plug point. The single bed flats and two bed room flats shall be provided with three phase connection.

The installations will be in concealed copper wiring with standard specification fittings it will have two light point, one fan point and one plug point.

N.B. All expenses including transformer for electricity connections cable, panel board, etc. and water connections shall be borne by the Purchasers. The total expenses shall be proportionately divided among the users.

**IN WITNESS WHEREOF** this Agreement for Construction cum Sale is signed on the day of the month and the year first hereinabove mentioned in presence of two witnesses.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Left Hand Side)

(Right Hand Side)

Signed and Delivered by )

'THE VENDORS' "M/S. SOLANKI & SONS" )

Through power of Attorney Holder )

SHRI PRAVIN LAXMAN SOLANKI )\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Left Hand Side)

(Right Hand Side)

Signed and Delivered by

)

“ THE PURCHASER ”

)

\_\_\_\_\_

)

\_\_\_\_\_

In the Presence of:

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

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