

AGREEMENT FOR SALE

This Agreement for Sale is made at Margao, Goa on this _____ day of the month of _____, year 2021 -

-BETWEEN-

1. TWINKLE STAR DEVELOPERS, a partnership firm duly registered under the Indian Partnership Act, 1932 registered with the Registrar of Firms at Margao under registration No. MGO-F-117-2020 dated 19th November 2020 having its registered office at 207/1, near Colva Police Station, Madel, Colva, Salcete, Goa, 403708, duly represented in this deed by its partners,

a) MR. TERENCE RODRIGUES, son of Mr. Patrick Rodrigues, aged about 43 years, married, businessman, and

b) MR. PETER ANTHONY GOMES, son of Mr. Cassiano Gomes, aged about 43 years, bachelor, engaged in service shall herein after be referred to as the "The OWNERS / DEVELOPERS / PROSPECTIVE VENDORS" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include all the partners of the firm for the time being in force and such other persons who may enter the partnership in future, their heirs, successors, legal representatives, administrators, executors and assigns) of the FIRST PART -

AND

2. MR. _____, son of Mr. _____ aged about _____ years, married, occupation _____, holding PAN card bearing No. _____, Aadhaar card bearing No. _____, cell No. _____ and his wife,

3. MRS. _____, daughter of Mr. _____, aged about _____ years, married, occupation _____, holding PAN card bearing No. _____, Aadhaar card bearing No. _____, cell No. _____ both residents of _____ and shall

herein after be referred to as the “PROSPECTIVE PURCHASERS / ALLOTTEES” which expression herein used shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their legal heirs, successors, legal representatives, administrators, executors and assigns of the OTHER PART -

All the parties to this deed are Indian Nationals.

WHEREAS there exists a larger property denominated as VARCAMVIXY alias ARVANVIXY alias VARCAMCHEVIXI (as per survey records SANVOR CONDO) situated at Benaulim, within the limits of Village panchayat of Benaulim, Taluka and Sub District of Salcete, District South Goa, State of Goa, described in Land Registration office of Salcete under No. 29842 at page 187 overleaf of book B No.76 and surveyed under No. 43/2 of Benaulim village admeasuring 9550 Sq.Mtrs., and also surveyed under No. 28/0 admeasuring 6325 Sq.Mtrs., and the same shall herein after be referred to as the SAID ENTIRE PROPERTY for the sake of brevity.

WHEREAS the said entire property originally belonged to late Antonio Manuel Rodrigues and the same stands inscribed in his name in the Land Registration records inscribed under No. 20426 dated 31st August 1925.

WHEREAS the said Antonio Manuel Rodrigues had three children namely, a)Smt.Lourencinha Cruz Ana Rodrigues, b) Smt. Mariquinha Natividade Rodrigues and c) Mr. Antonio Rosario Rodrigues.

WHEREAS at the time of marriage of his daughter Smt.Lourencinha Cruz Ana Rodrigues married to Agostinho Fernandes she was given dowry for an amount of Rs. 6,000/- (Rupees Six Thousand only) (Thirty Six Contos) besides gold ornaments which is found recorded in a pre nuptial contract (Escritura) dated 14th April 1941.

WHEREAS at the time of marriage of his daughter Smt. Mariquinha Natividade Rodrigues married to James Maria Pinheiro she was given dowry for an amount of Rs.6,000/- (Rupees Six Thousand only) (Thirty Six Contos) besides gold ornaments which is found recorded in a pre nuptial contract (Escritura) dated 20th October 1945.

WHEREAS the said Antonio Manuel Rodrigues and his wife Esperanca Candida Da Costa E Rodrigues executed a Deed of Gift dated 11th June 1959 whereby they bequeathed the said entire property to their son, Mr. Antonio Rosario Rodrigues and accordingly the said property stands inscribed in his name under inscription No. 48284 dated 19th November 1962.

WHEREAS the said Mr. Antonio Rosario Rodrigues was married to Mrs. Sheila Rodrigues under the regime of the Communion of Assets and he died without any issues, however before his death on 10th July 1986 he had executed a Will dated 18th July 1986 whereby he had bequeathed all his assets to his wife, Smt. Sheila Rodrigues.

WHEREAS Smt. Lourencia Cruz Ana Rodrigues E Fernandes initiated Inventory Proceedings bearing No. 15/1993 to partition the assets left behind by her parents said late Antonio Manuel Rodrigues and his wife late Esperanca Candida D'Costa including the said property described in SCHEDULE I herein below.

Upon the death of Lourencia and Marequina, their legal heirs were brought on record in the said Inventory proceedings and they were duly compensated towards their share in terms of payment of owelty money in the said Inventory proceedings and as a result of which Smt. Sheila Rodrigues along with her husband married to her in second nuptials, Mr. Isidore Barreto became the sole and exclusive owners of the said property in terms of final chart of partition and Judgement drawn on 30th November 2009.

WHEREAS a portion of land admeasuring 715 Sq.Mtrs., from the property surveyed under No. 43/2 stands acquired by the PWD by virtue of award passed in case No. 10/496/2003/LAO/PWD dated 29th September 2006 and the entire compensation amount pertaining to the same is paid to Mrs. Sheila Rodrigues.

WHEREAS by executing Deed of Sale dated 8th June 2011 duly registered in the office of the Sub-Registrar of Salcete at Margao under No. MGO-BKI-03271-2011, CD No. MGOD52 dated 9th June 2011, the said Smt. Sheila Rodrigues along with her husband, Mr. Isidore Barreto sold altogether four properties surveyed under No. 8/0, 22/5, 28/0 and 43/2 to M/S RELIANCE BUILDERS, a partnership firm with

the exclusion of the road widening area and the said property surveyed under survey No.43/2 of Benaulim village stands more particularly described in SCHEDULE I herein below and shall herein after be referred to as the SAID PROPERTY.

WHEREAS there after the said firm have sub divided the said property surveyed under No.43/2 of Benaulim village into plots by obtaining the following permissions and licences namely:

- a) Conversion Sanad from the office of the Additional Collector, South Goa District, Margao bearing No. AC-II / SAL/SG/CONV/10/2020/9542 dated 11th August 2020 for an area of land admeasuring 7790 Sq.Mtrs.,
- b) Order issued by the Senior Town Planner, Margao bearing No.TPM/31874/BEN/43/2/2020/346 dated 22nd January 2020.
- c) Provisional NOC from the Village Panchayat of Cana Benaulim bearing No.VPCB/67/2019-2020 dated 28th February 2020.
- d) Technical clearance from the Town and Country Planning Department, Margao bearing No. TPM / 31874 / BEN/43/2/2020/5200 dated 24th November 2020 and
- e) Final NOC issued by the Village Panchayat of Cana Benaulim bearing No. VPCB/32/2020/21 dated 15th January 2021.

WHEREAS by virtue of Deed of Sale dated _____ duly registered in the office of the Sub-Registrar of Salcete at Margao under No. _____ dated _____, the said firm have sold and conveyed the sub divided plot of land bearing No. 9 totally admeasuring 944 Sq.Mtrs., to the VENDORS herein.

WHEREAS by virtue of the afore said deeds and events the VENDORS have become the lawful owners and possessors of the said plot.

WHEREAS the VENDORS have decided to carry out construction of FOUR RESIDENTIAL VILLAS over the said plot for the purpose of selling the same to the PROSPECTIVE PURCHASERS and with such intentions have obtained:

Development permission has been sought from the office of the Town and Country Planning Department bearing No. TPM / 33168/ BENAULIM/ 43/2/9/2021/1609 dated 9th April 2021.

Construction licence from the Village Panchayat of Cana Benaulim bearing No. VPCB / 03/2021-22 dated 1st June 2021.

NOC from the Directorate of Health Services, Primary Health Centre, Cansaulim, Goa bearing No.PHCC/NOC/2021-22/72 dated 16th April 2021.

WHEREAS after seeking the afore said all the approvals and permissions, the Developers have commenced the work of carrying out construction over the said plot and have decided to name the said scheme of residential villas as “ TWINKLE STAR MAJESTIC”.

AND WHEREAS Engineer Mr. Nitin G. Babshet having registration No. _____ has issued a estimate for construction of residential villas in the above said plot.

AND WHEREAS the Sub Registrar of Salcete - Goa has issued a Nil Encumbrance Certificate over the said plot under Certificate No. _____ of 2021 dated _____.

WHEREAS the project of the Developer stands registered with the Goa Real Estate Regulatory Authority bearing registration No. _____.

AND WHEREAS the Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the villas and the Developer/Owners accepts the professional supervision of the Architect and the structural Engineer till the completion of the villas.

AND WHEREAS by virtue of the above documents in their possession, the Developers / Owners have sole and exclusive right to sell the villas to be constructed by the Developer/Owners on the project land and to enter into Agreement/s with the ALLOTTEES / PURCHASERS(s)/s of the villas and to receive the sale consideration in respect thereof.

AND WHEREAS the Developers/Owners have since started the execution of construction of the villas in the proposed scheme named as “ TWINKLE STAR MAJESTIC” to be constructed in the said property.

AND WHEREAS the Developer/Owners have opened the plans for sale on ownership basis, the residential villas in the proposed scheme named as “ TWINKLE STAR MAJESTIC” to be constructed over the said plot.

AND WHEREAS on demand from the ALLOTTEES / PURCHASERS, the Developer/Owners have given inspection to the ALLOTTEES / PURCHASERS of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Owner’s Engineer Mr. Nitin G.Babshet and Architect _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder, and the ALLOTTEES / PURCHASERS have acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been issued.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer/Owners and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the villas agreed to be purchased by the ALLOTTEES / PURCHASERS, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Developer/Owners have got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said scheme.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Owners while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Developer/Owners have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchasers have approached Developer/Owners to purchase a VILLA in the said development and has inspected all the relevant title documents,

approved plans and have agreed to purchase VILLA bearing No. 1 a GROUND PLUS ONE STRUCTURE admeasuring super built up area of 220.60 Sq. Mtrs. and carpet area of 136.27 Sq.Mtrs., in the said scheme named TWINKLE STAR MAJESTIC on ownership basis, hereinafter referred to as "THE SAID VILLA" described in schedule- III hereunder written and shown in the plan annexed hereto for a total consideration amount of Rs. _____ which is its fair market value, and the Developer/Owners have agreed to construct the same for the Purchasers and the parties have accordingly agreed on the following terms and conditions.

WHEREAS the carpet area of the said villa is 136.27 Sq.Mtrs., and "carpet area" means the net usable floor area of the said villa, excluding the area covered by the external walls, areas under services shafts, passages etc., for exclusive use of the ALLOTTEES / PURCHASERS, but includes the area covered by the internal partition walls of the VILLA.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

The ALLOTTEES / PURCHASERS shall be liable to pay the total consideration amount with respect to the said VILLA to the DEVELOPERS strictly in accordance with SCHEDULE IV mentioned herein below and the same shall be considered to be the essence of this agreement.

AND WHEREAS, under section 13 of the said Act the Developer/Owners is required to execute a written Agreement for sale of said VILLA with the ALLOTTEES / PURCHASERS, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Owners hereby agrees to sell and the ALLOTTEES / PURCHASERS hereby agrees to purchase the said VILLA.

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

1. The Developer/Owners shall construct the said scheme of villas on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/Owners shall have to obtain prior consent in writing of the ALLOTTEES / PURCHASERS in respect of variations or modifications which may adversely affect the VILLA of the ALLOTTEES / PURCHASERS except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The ALLOTTEES / PURCHASERS hereby agree to purchase from the Developer/Owners and the Developer/Owners hereby agree to sell to the ALLOTTEES / PURCHASERS the said VILLA bearing No.1 a GROUND PLUS ONE STRUCTURE admeasuring super built up area of 220.60 Sq. Mtrs. and carpet area of 136.27 Sq.Mtrs., in the said scheme named TWINKLE STAR MAJESTIC as shown in the floor plan thereof hereto annexed for the total consideration amount of Rs. _____ which includes the cost of the construction of the said villa together with proportionate undivided share of land in the said plot along with proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1(b) The total aggregate consideration amount for the VILLA is Rs._____.

1(c)(i) The above said sum of Rs._____ includes the cost of the construction of the said unit but not the cost of the customized amenities in the said unit as per the unit holder's requirement.

1(c)(ii) If the UNIT HOLDERS commits default in payment of any of the instalments aforesaid on its respective due dates, as per schedule No. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Developer/Owners shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Developer/Owners shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Developer/Owners, after forfeiting an amount of Rs. 2,00,000 /- (Rupees Two Lacs only) without any further amount by way of interest or otherwise.

1(d) The Total Price above DOES NOT INCLUDE Taxes consisting of tax paid or payable by the Developer/Owners by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable and the ALLOTTEES / PURCHASERS undertakes to pay all the above mentioned applicable taxes before taking the possession of the said VILLA.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government

from time to time. The Developer/Owners undertakes and agrees that while raising a demand on the ALLOTTEES / PURCHASERS for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Owners shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEES / PURCHASERS, which shall only be applicable on subsequent payments.

1(f) The Developer/Owners may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEES / PURCHASERS on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEES / PURCHASERS by the Developer/Owners.

1(g) The Developer/Owners shall confirm the final carpet area that has been allotted to the ALLOTTEES / PURCHASERS after the construction of the said scheme of villas is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Owners. If there is any reduction in the carpet area within the defined limit then Developer/Owners shall refund the excess money paid by ALLOTTEES / PURCHASERS within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEES / PURCHASERS. If there is any increase in the carpet area allotted to ALLOTTEES / PURCHASERS, the Developer/Owners shall demand additional amount from the ALLOTTEES / PURCHASERS as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The ALLOTTEES / PURCHASERS agrees to pay the Developer/Owners their proportionate share towards the installation of transformer, electric meter, cable, water meter, amounts towards legal charges etc. within a period of 15 days from the date of demand.

1(i) The ALLOTTEES / PURCHASERS authorizes the Developer/Owners to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Developer/Owners may in its sole discretion deem fit and the ALLOTTEES / PURCHASERS undertakes not to object/demand/direct the Developer/Owners to adjust their payments in any manner.

2. The Developer/Owners hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said VILLA to the ALLOTTEES / PURCHASERS, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said VILLA.

2.1 Time is essence for the Developer/Owners as well as the ALLOTTEES / PURCHASERS. The Developer/Owners shall abide by the time schedule for completing the project and handing over the VILLA to the ALLOTTEES / PURCHASERS after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEES / PURCHASERS having paid all the consideration and other sums due and payable to the Developer/Owners as per the agreement. Similarly, the ALLOTTEES / PURCHASERS shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Developer/Owners as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developer/Owners hereby declares that the Floor Area Ratio available as on date in respect of the project land is 565.47 Sq. Mtrs., only and Developer/Owners has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer/Owners has disclosed the Floor Space Index proposed to be utilized by them on the project land in the said Project and ALLOTTEES / PURCHASERS has agreed to purchase the said VILLA based on the proposed construction and sale of VILLAS to be carried out by the Developer/Owners by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Owners only.

4. If the Developer/Owners fails to abide by the time schedule for completing the project and handing over the completed possession of the said VILLA to the ALLOTTEES / PURCHASERS, the Developer/Owners agrees to pay to the ALLOTTEES / PURCHASERS, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEES / PURCHASERS, for every month of delay, till the handing over of the possession. The ALLOTTEES / PURCHASERS agree to pay to the Developer/Owners, interest as specified in the Rules, on all the delayed payment which become due and payable by the ALLOTTEES / PURCHASERS to the Developer/Owners under the terms of this Agreement from the date the said amount is payable by the ALLOTTEES / PURCHASERS(s) to the Developer/Owners.

4.1 Without prejudice to the right of Developer/Owners to charge interest in terms of clause 4 above, on the ALLOTTEES / PURCHASERS committing default in payment on due date of any amount due and payable by the ALLOTTEES / PURCHASERS to the Developer/Owners under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEES / PURCHASERS committing such defaults of payment of installments, the Developer/Owners shall at their own option, may terminate this Agreement, Provided that, Developer/Owners shall give notice of fifteen days in writing to the ALLOTTEES / PURCHASERS, by Registered Post AD at the address provided by the ALLOTTEES / PURCHASERS and mail at the e-mail address provided by the ALLOTTEES / PURCHASERS, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEES / PURCHASERS fails to rectify the breach or breaches mentioned by the Developer/Owners within the period of notice then at the end of such notice period, Developer/Owners shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/Owners shall refund to the ALLOTTEES / PURCHASERS (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Owners) within a period of sixty days of the termination, the installments of sale consideration of the VILLA which may till then have been paid by the ALLOTTEES / PURCHASERS to the Developer/Owners and the Developer/Owners shall not be liable to pay to the ALLOTTEES / PURCHASERS any interest on the amount so refunded and the DEVELOPERS shall be free to sell the said villa to any other person.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand or its equivalent to be provided by the

Developer/Owners in the said scheme of VILLAS is set out in Annexure, annexed hereto.

6. The Developer/Owners shall give possession of the said VILLA to the ALLOTTEES / PURCHASERS on or before 24 months from the date of executing this agreement with a maximum grace period of three months from the said date. If the Developer/Owners fails or neglects to give possession of the said VILLA to the ALLOTTEES / PURCHASERS on account of reasons beyond their control and of their agents by the aforesaid date then the Developer/Owners shall be liable on demand to refund to the ALLOTTEES / PURCHASERS the amounts already received by them in respect of the said VILLA with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Developer/Owners received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer / Owners shall be entitled to reasonable extension of time for giving the delivery of the said VILLA on the aforesaid date, if the completion of the VILLA is delayed on account of (i) War, civil commotion or act of God, (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court, (iii) Non availability of construction material, (iv) Non granting of completion / occupancy by the concerned departments despite the Developer having timely applied for the same.

7.1 (A) Procedure for taking possession - The Developer/Owners, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEES / PURCHASERS as per the agreement shall offer in writing the possession of the VILLA to the ALLOTTEES / PURCHASERS in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/Owners shall give possession of the VILLA to the ALLOTTEES / PURCHASERS. The Developer/Owners agrees and undertakes to indemnify the ALLOTTEES / PURCHASERS in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Owners. The ALLOTTEES / PURCHASERS agree(s) to pay the maintenance charges as determined by the

Developer/Owners or association of ALLOTTEES / PURCHASERS, as the case may be. The Developer/Owners on its behalf shall offer the possession to the ALLOTTEES / PURCHASERS in writing within 7 days of receiving the occupancy certificate of the Project.

(B) Transfer charges as applicable upon obtaining Occupancy Certificate the Developer/Owners shall execute/get executed the Sale deed of the said villa along with undivided proportionate share of land at the cost of the UNIT HOLDERS in the names of various UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The ALLOTTEES / PURCHASERS shall take possession of the said VILLA within one month of the written notice from the Developer/Owners to the ALLOTTEES / PURCHASERS intimating that the said VILLA is ready for use and occupancy.

7.3 Failure of ALLOTTEES / PURCHASERS to take Possession of the said VILLA upon receiving a written intimation from the Developer/Owners as per clause 7.1, the ALLOTTEES / PURCHASERS shall take possession of the VILLA from the Developer/Owners by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/Owners shall give possession of the VILLA to the ALLOTTEES / PURCHASERS. In case the ALLOTTEES / PURCHASERS fails to take possession within the time provided in clause 7.2, such ALLOTTEES / PURCHASERS shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of FIVE YEARS from the date of handing over the VILLA to the ALLOTTEES / PURCHASERS, the ALLOTTEES / PURCHASERS brings to the notice of the Developer/Owners any material structural defect in the VILLA on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Owners at their own costs and in case if it is not possible to rectify such defects, then the ALLOTTEES / PURCHASERS shall be entitled to receive from the Developer/Owners, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the VILLA after taking possession, resulting in cracks and dampness or any other defect to the said villa then in such an event the Developer/Owners shall not be liable to rectify or pay compensation. But the Developer/Owners may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work so also variations in colour / size with respect to painting, flooring, tiles, natural stones like marble, granite and any other sanitary fittings etc., shall not be considered as defective work.

8. The ALLOTTEES / PURCHASERS shall use the said VILLA strictly for residential purpose and shall not be entitled to conduct any business from the said VILLA nor use the same for office purpose.

9. It is hereby strictly agreed upon by PURCHASERS / ALLOTTEES that the DEVELOPER is not shouldering the responsibility of maintaining the said scheme of villas once they are ready with occupancy, possession of all the villas is handed over to its respective purchasers. Once the possession of respective villas are handed over to its lawful owners it shall be solely obligatory upon them to maintain their respective areas in harmony with the owners of the neighbouring villas. For better enjoyment and privacy, the area surrounding each individual villa has been fenced by the Developers and the ALLOTTEES shall not be entitled to demolish

such fencing and encroach upon the space allotted to the owner of neighbouring villa.

9.1 Within 15 days after notice in writing is given by the Developer/Owners to the ALLOTTEES / PURCHASERS that the said VILLA is ready for use and occupancy, the ALLOTTEES / PURCHASERS shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and villa namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance etc.

10. The ALLOTTEES / PURCHASERS shall on or before delivery of possession of the said premises pay to the Developer/Owners, their proportionate share towards:

- (i) Towards Electric connection charges.
- (ii) Towards electricity Meter Charges.
- (iii) Towards Water Meter Charges.
- (iv) Towards transformer Charges.
- (v) As infrastructure Tax.
- (vi) Towards Stamp Duty and Registration Charges only with respect to the said VILLA.
- (vii) GST and any other sorts of taxes as applicable.

12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/OWNERS:

The Developer/Owners hereby represents and warrants to the ALLOTTEES / PURCHASERS as follows:

- i. The Developer/Owners has clear and marketable title with respect to the project land as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer/Owners has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licences and permits issued by the competent authorities with respect to the Project and the project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project and project land shall be obtained by following due process of law and the Developer/Owners has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and project land and common areas;
- vi. The Developer/Owners has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right,

title and interest of the ALLOTTEES / PURCHASERS created herein, may prejudicially be affected;

- vii. The Developer/Owners has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project which will, in any manner, affect the rights of ALLOTTEES / PURCHASERS under this Agreement;
 - viii. The Developer/Owners confirms that the Developer/Owners is not restricted in any manner whatsoever from selling the said VILLA to the ALLOTTEES / PURCHASERS in the manner contemplated in this Agreement;
 - ix. The Developer/Owners has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer/Owners in respect of the project land and/or the Project except those disclosed in the title report.
13. The ALLOTTEES / PURCHASERS/s or himself/themselves with intention to bring all persons into whosoever's hands the VILLA may come, hereby covenants with the Developer/Owners as follows :

i. To maintain the said VILLA at the ALLOTTEES / PURCHASERS's own cost in good and tenantable repair and condition from the date the possession of the said VILLA is taken and shall not do or suffer to be done anything in or to the said VILLA which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said VILLA or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the VILLA any goods which are of hazardous, combustible or dangerous nature or store goods objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases or any other structure of the VILLA and in case any damage is caused to the VILLA on account of negligence or default of the ALLOTTEES / PURCHASERS in this behalf, the ALLOTTEES / PURCHASERS shall be liable for the consequences of the breach.

iii. To carry out at their own costs all internal repairs to the said VILLA and maintain the VILLA in the same condition, state and order in which it was delivered by the Developer/Owners to the ALLOTTEES / PURCHASERS and shall not do or suffer to be done anything in or to the said VILLA which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEES / PURCHASERS committing any act in contravention of the above provision, the ALLOTTEES / PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the VILLA or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said VILLA or any part thereof, nor any alteration in the elevation and shall keep the sewers, drains and pipes attached to the said VILLA

and the appurtenances thereto in good tenantable repair and condition, and in particular the said VILLA and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said VILLA without the prior written permission of the concerned authorities.

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said VILLA in the compound or any portion of the project land in which the VILLA is situated.

vi. Pay to the Developer/Owners within fifteen days of demand by the Developer/Owners, their share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the said scheme of villas.

vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said VILLA by the ALLOTTEES / PURCHASERS for any purposes other than the purpose for which it is sold.

viii. The ALLOTTEES / PURCHASERS shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said VILLA until all the dues payable by the ALLOTTEES / PURCHASERS to the Developer/Owners under this Agreement are fully paid up.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, neither the possession of the said VILLA or of the said Plot or any part thereof is handed over to the ALLOTTEES / PURCHASERS. The ALLOTTEES / PURCHASERS shall have no claim save and except in respect of the said VILLA along with the proportionate indivisible share hereby

agreed to be sold to them. All unsold or un-allotted inventory shall continue to remain the property of the Developer/Owners until sold/allotted.

16. DEVELOPER/OWNERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Owners executes this Agreement they shall not mortgage or create a charge on the said VILLA together with proportionate undivided share in the said plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the ALLOTTEES / PURCHASERS who has agreed to purchase the said VILLA

17. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEES / PURCHASERS by the Developer/Owners does not create a binding obligation on the part of the Developer/Owners or the ALLOTTEES / PURCHASERS until, firstly, the ALLOTTEES / PURCHASERS 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 ALLOTTEES / PURCHASERS and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Developer/Owners. If the ALLOTTEES / PURCHASERS fails to execute and deliver to the Developer/Owners this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEES / PURCHASERS and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Owners, then the Developer/Owners shall serve a notice to the ALLOTTEES / PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEES / PURCHASERS, application of the ALLOTTEES / PURCHASERS shall be treated as cancelled and all

sums deposited by the ALLOTTEES / PURCHASERS in connection therewith including the booking amount shall be returned to the ALLOTTEES / PURCHASERS without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said VILLA/PLOT, as the case may be.

19. RIGHT TO AMEND

This Agreement may only be amended through written consent of both the Parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / PURCHASERS / SUBSEQUENT ALLOTTEES / PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEES / PURCHASERS of the said VILLA, in case of a transfer, as the said obligations go along with the said VILLA for all intents and purposes.

21. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement

and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEES / PURCHASERS has to make any payment, in common with other ALLOTTEES / PURCHASERS in Project, the same shall be in proportion to the carpet area of the said VILLA together with the total carpet area of all the premises in the Project.

23. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Owners through its authorized signatory at the Developer/Owners's Office, or at some other place, which may be mutually agreed between the Developer/Owners and the ALLOTTEES / PURCHASERS, after the Agreement is duly executed by the ALLOTTEES / PURCHASERS and the Developer/Owners or simultaneously with the execution, the said Agreement shall be registered at the

office of the Sub-Registrar, Salcete. Thereafter this Agreement shall be deemed to have been executed.

25. The ALLOTTEES / PURCHASERS and/or Developer/Owners shall present this Agreement as well as the subsequent conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer/Owners will attend such office and admit execution thereof.

26. That all notices to be served on the ALLOTTEES / PURCHASERS and the Developer/Owners as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEES / PURCHASERS or the Developer/Owners by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The ALLOTTEES / PURCHASERS :

The DEVELOPER :

It shall be the duty of the ALLOTTEES / PURCHASERS and the Developer/Owners to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/Owners or the ALLOTTEES / PURCHASERS, as the case may be.

27. JOINT ALLOTTEES / PURCHASERS

That in case there are Joint ALLOTTEES / PURCHASERS, all communications shall be sent by the Developer/Owners to both the ALLOTTEES / PURCHASERS at the address given by them which shall for all intents and purposes be considered as properly served on all the ALLOTTEES / PURCHASERS.

28. Stamp Duty and Registration:- The charges towards stamp duty, Registration and legal fees of this Agreement together with the subsequent Sale Deed shall be borne by the ALLOTTEES / PURCHASERS.

29. Dispute Resolution:- Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. GOVERNING LAW

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 the state of Goa will have the jurisdiction for this Agreement.

31. The possession of the said VILLA has not been handed over to the ALLOTTEES / PURCHASERS and the same shall be done with the payment of the final consideration amount and execution of a registered Sale deed in favour of the ALLOTTEES / PURCHASERS.

32. The said VILLA has been agreed to be sold for a total consideration amount of Rs. _____ which is its fair market value, and accordingly stamp duty calculated at the rate of ____ % on the total sum amounting to Rs. _____ and registration fees at the rate of _____ % amounting to Rs. _____ along with the applicable processing fees has been paid herewith.

SCHEDULE I

Property denominated as VARCAMVIXY alias ARVANVIXY alias VARCAMCHEVIXI (as per survey records SANVOR CONDO) situated at Benaulim, within the limits of Village Panchayat of Benaulim , Taluka and Sub District of Salcete, District of South Goa, State of Goa, described in Land Registration office of Salcete under No. 29842 at page 187 overleaf of book B No.76 and surveyed under No. 43/2 of Benaulim village totally admeasuring 9550 Sq.Mtrs., and is bounded on the East by the property surveyed under No.44/1 and 44/1-B, on the West by the property surveyed under No. 43/2-A, on the North by the property surveyed under No.43/2-AM and 42/1 and on the South by the property surveyed under No. 43/2, 43/3, 43/3-A and 44/2.

SCHEDULE II

All that sub divided plot of land bearing No.9 admeasuring 944 Sq.Mtrs., forming part of the property described in SCHEDULE I herein above surveyed under No.43/2 of Benaulim Villlage, situated within the limits of Village Panchayat of Benaulim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and the said sub divided plot of land is bounded on the East by the property surveyed under 42/1 of Benaulim Village, on the West partly by 6.00 Mtrs.wide road and partly by plot No.8, on the North by plot No.7 and on the South partly by 6.00 Mtrs.wide road and partly by plot No.13.

SCHEDULE III

All that VILLA bearing No. 1 a GROUND PLUS ONE STRUCTURE admeasuring super built up area of 220.60 Sq. Mtrs. and carpet area of 136.27 Sq.Mtrs., in the scheme named "TWINKLE STAR MAJESTIC" as shown in the floor plan thereof hereto annexed together with proportionate undivided share of land in the plot of land described in SCHEDULE II herein above along with proportionate incidence of the common areas and facilities appurtenant to the said premises and the said villa is bounded on the East by _____, on the West by _____, on the North by _____ and on the South by _____.

SCHEDULE IV

PAYMENT SCHEDULE

SCHEDULE V

INTERNAL SPECIFICATIONS

1. Structure: R.C.C.framed structure with laterite / brick masonry.
2. Flooring : Vitrified tiles with Vitrified tiles skirting.
3. Wood work: Teak wood / UPVC frame for the main door and all other door frames of Sal / equivalent wood.

Main door: Teak wood paneled or both side Veneer flush doors.

Balcony doors: Partly glazed and partly paneled.

Toilet doors and Bedroom doors: Marine blockboard flush doors.

4. Paint: All internal walls in plastic emulsion paint and external walls in cement based paint.

5. Kitchenette: Granite platform with stainless steel sink and Ceramic tiles dado upto 0.60 Mts. above platform.

6. Electricals: Concealed electrical copper wiring with modular switches with electrical wiring compatible for fitment of Telephone, Cable Television, Heater and Air Conditioning.

7. Toilets: Ceramic tile flooring and Dado upto 2.10 M.height, European wash basin, W.C. and Shower. Rust free internal plumbing.

All sanitary fittings and fixtures shall be of premium brands.

8. Water supply: Overhead water tank shall be provided.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures to this deed on the day, date, month, year and place first mentioned herein above.

The OWNERS / DEVELOPERS / PROSPECTIVE VENDORS :

TWINKLE STAR DEVELOPERS, duly represented in this deed by its partner, MR.
TERENCE RODRIGUES

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His right hand finger prints

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His left hand finger prints

The OWNERS / DEVELOPERS / PROSPECTIVE VENDORS :

TWINKLE STAR DEVELOPERS, duly represented in this deed by its partner, MR.
PETER ANTHONY GOMES

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His right hand finger prints

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His left hand finger prints

The PROSPECTIVE PURCHASERS / ALLOTTEES:

MR. _____

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His right hand finger prints

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His left hand finger prints

The PROSPECTIVE PURCHASERS / ALLOTTEES:

MRS. _____

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Her right hand finger prints

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Her left hand finger prints

In the presence of witnesses:

1. Name: Adv. Santosh D.Karwarker

Father's name: Mr. Dayanand V.Karwarker

Signature:

Cell No. 9226592969

Marital status: Married

Occupation : Advocate

Address: 75/A, "Shubham", near Club Harmonia, Margao, Goa, 403601

2. Name: Mr. Vasu Bistekar

Father's name: Mr. Pundalik Bistekar

Signature:

Cell No: 9422640418

Marital status: Married

Occupation : Self employed

Address: House No.123, Motiwaddo, Majorda, Salcete, Goa.