

DEED OF SALE

This Deed of 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, and shall herein after be referred to as the "The OWNERS / DEVELOPERS / 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 “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 Nativeity 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 Nativeity 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. Lourencinha 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 Lourencinha and Marequinha, 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 became the lawful owners and possessors of the said plot.

WHEREAS the VENDORS 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 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 commenced the work of carrying out construction over the said plot and named the said scheme of residential villas as “ TWINKLE STAR MAJESTIC”.

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

WHEREAS during the ongoing work of such construction, the PURCHASERS / ALLOTTEES herein approached the DEVELOPERS for the purpose of constructing and selling unto them a 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 below for a total consideration amount of Rs. _____ and entered into an Agreement for Construction and Sale with the Developers dated _____ duly registered in the office of the Sub-Registrar of Salcete at Margao under book No.I, registration No. MGO-BKI- _____ - 2021, dated _____.

WHEREAS the Developers have already carried out the construction of the said scheme of villas as per the approved plan and obtained completion order for the same from the Town and Country Planning Department bearing No. _____ dated _____ and occupancy certificate from the Village Panchayat of Cana Benaulim bearing No. _____ dated _____.

WHEREAS the said Villa has been allotted house No. _____ by the Village Panchayat of Cana Benaulim and Electricity meter bearing No. _____ issued by the Electricity Department, Div _____, Sub division _____ Cana Benaulim.

WHEREAS pursuant to the said agreement, the Purchasers have already paid the said entire total consideration amount of Rs. _____ to the Developers and have requested the Vendors / Developers / Owners to sign, execute and register a Sale Deed with respect to the said villa in their favour together with the proportionate undivided share of land in the said plot.

WHEREAS the Vendors / Developers / Owners having received the entire consideration amount with respect to the said villa from the Purchasers have agreed to convey and transfer the title of the said villa in favour of the Purchasers together with the proportionate undivided share of land in the said plot described in SCHEDULE II herein below.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in pursuance of the said agreement and for the total consideration amount of Rs. _____ which sum has been already paid by the PURCHASERS to the Developers in several instalments, the receipt of the entire payment whereof the Developers herein hereby admit and acknowledge of having received and the Vendors / Developers / Owners as the lawful owners of the said villa / plot, having received the entire consideration amount with respect to the same from the PURCHASERS, do hereby sell, convey, and transfer by way of sale to the PURCHASERS all that 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 scheme named "TWINKLE STAR MAJESTIC" as shown in the floor plan hereto annexed together with proportionate undivided share of land in the plot of land described in SCHEDULE II herein below here under along with all their rights, title, interests, privileges, easements, paths, passages, access and appurtenances of whatsoever nature to the said VILLA, TO HAVE AND TO HOLD the same to the "PURCHASERS" as the absolute owners thereof free from charges or

encumbrances but subject to the restrictions and limitations agreed herein in this deed.

2. The “VENDORS / DEVELOPERS / OWNERS” do hereby covenant with the PURCHASERS as follows :

a) That they have good right, full power and absolute authority to sell the said Villa to the Purchasers.

b) That the occupancy certificate to the said scheme of Villas named as “TWINKLE STAR MAJESTIC” has been already issued by the Village Panchayat of Cana Benaulim bearing No. _____ dated _____.

c) That they have clear and marketable title over the said villa hereby sold and they have not created any charge / mortgage over the said villa together with the proportionate undivided share of land in the said plot, neither they have agreed to sell nor sold the said villa to any other person.

d) That no litigations are pending in any court of law regarding the said villa until the date of handing over the possession of the said villa by the “VENDORS” / “DEVELOPERS / OWNERS” to the PURCHASERS.

e) No person is claiming any right in the said VILLA under the Rent control act or any other legislation in force until the date of handing over the possession of the said VILLA by the “VENDORS” / “DEVELOPER / OWNERS” to the PURCHASERS.

f) The Purchasers have already paid all the sums with respect to the said VILLA to the Developers by way of GST, Infrastructure tax, service tax, water meter, electricity meter, transformer charges etc. and they do not owe any further sums to the Developers.

3. The PURCHASERS may hereafter peacefully and quietly possess, hold, use and enjoy the said VILLA as their own property without any interruption or disturbance, claim or demand on the part of the VENDORS / DEVELOPERS / OWNERS or on the part of any person/s claiming through or under them.

4. That in case due to any defects in the title of the “VENDORS”/ “DEVELOPERS” / “OWNERS” to the said VILLA, the PURCHASERS are deprived of the same or any part thereof, the VENDORS / DEVELOPERS / OWNERS undertake to indemnify and compensate the PURCHASERS fully and adequately in all respects.

5. The VENDORS / DEVELOPERS / OWNERS finally covenant with the PURCHASERS that they shall at the cost of the PURCHASERS do or execute or cause to be done all such lawful acts, deeds, things, matters for further and more perfectly conveying and assuring the said VILLA hereby conveyed and every part thereof unto the PURCHASERS, so also placing the PURCHASERS in possession of the same according to the true intent and meaning of this deed as shall or may be reasonably required.

6. The VENDORS / DEVELOPERS / OWNERS hereby give their free and express consent to the Purchasers for the purpose of getting the house tax receipt and electricity bill transferred with respect to the said VILLA in their names and hereby waive all their rights of being intimated by any of the departments concerned for the said purpose.

7. The Purchasers shall strictly use the said premises for residential purpose only.

8. The Purchasers with the intention to bring all the persons into whosoever's hands the said premises shall be transferred hereby covenant with the Vendors / Developers / Owners as follows:

a) The PURCHASERS shall from the date of the possession maintain the said VILLA, the partition walls, sewers, drains, pipes and appurtenances at their own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises or the staircase and common passages, common areas or the compound which may be against the rules or bye laws of any concerned authority and in the event of breach of any of these conditions the PURCHASERS shall be solely responsible for such breach.

b) The PURCHASERS shall be liable to maintain the front, rear and side elevations of the said villa in the same form as it is constructed following the approved plans

from the concerned authorities and the PURCHASERS shall not be entitled to make any additions, alterations with respect to the same and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC or other structural members in the said premises without prior written permission from the concerned authorities and if the PURCHASERS indulge in any such activities resulting in damage to the structural work of the said villa, the Developers shall not be liable to provide any assistance in carrying out such repairs.

c) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the common areas or compound or any portion of the said plot and shall take utmost care not to interfere with the rights and spaces of the occupants of other premises.

d) The Purchasers shall co-operate with the owners of the remaining premises in the said scheme over matters of the common interests of the owners of the premises such as common lighting, sewage, drainage, external painting of the compound and / or any other structural maintainance required to be done and to contribute proportionately towards such maintainance expenses incurred as per the super built up area of each Purchasers.

i) The Purchasers hereby agree to contribute proportionate expenses towards the common electricity charges including the replacement of the common fuse, bulbs and other fixtures, water charges and common expenses towards the maintainance of the said scheme and such contributions shall be in proportion to the area sold to each purchasers.

9. That the Purchasers shall have the proportionate and undivided joint interest in the said plot as well as in the common service facilities, area in and appurtenant to the complex including plant and machinery installed therein in proportion to the area of the VILLA allotted to them. The common services and facilities shall be inseparable and shall remain common with other owners / occupiers of the complex.

10. That if at any time due to the act of god or due to natural calamity or otherwise the said VILLA becomes unfit for occupation on account of irreparable damage or crumbling of the whole villa then in such an event, the owners of the different villas shall be entitled to erect / reconstruct their respective VILLAS over the same plinth and over the same area as it was previously in existence, the costs and expenses thereof shall be borne and paid by the respective owners of the individual premises subject to and following due process of law.

11. It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations on the Purchasers imposed with respect to the said villa shall be equally applicable to and enforceable against any subsequent Purchaser of the said premises in case of a transfer as the said obligations go along with the said premises for all legal intents and purposes.

12. It is once again hereby reiterated and confirmed that the DEVELOPERS are not bearing any responsibility of carrying out the maintainance work of the said villas along with the surrounding areas post sale of such villas and it shall be solely obligatory upon each purchaser of villas to maintain their respective premises individually and to maintain the common areas within the scheme in harmony with the purchasers of other villas within the said scheme.

13. The Purchasers have demanded and taken the inspection of all the title documents of the said plot, licences, approvals, plans, completion, occupancy certificate so also the physical inspection of the said premises and have satisfied themselves with respect to the same.

14. The Purchasers have completely satisfied themselves with the title of the owners to the said plot, the development rights of the developer / Vendors and are completely satisfied with the physical inspection as regards the quality of construction and workmanship.

15. Vacant, legal and peaceful possession of the said VILLA stands delivered to the PURCHASERS along with the signing and execution of the present deed.

21. The said VILLA has been sold by the VENDORS / DEVELOPER / OWNERS to the PURCHASERS for a total consideration amount of Rs. _____ which is its fair market value and accordingly stamp duty on the said market value amounting to Rs. _____ calculated at the rate of _____ % was paid at the time of registering Agreement for Sale with the Developer dated _____ duly registered in the office of the Sub-Registrar of Salcete at Margao under book No.I, registration No.MGO-BKI-_____-2021 dated _____ and therefore this deed is engrossed on the balance stamp duty of _____ % amounting to Rs. _____ and _____ % registration fees amounting to Rs. _____ along with the applicable processing fees has been paid here with.

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 Village, 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 (Village Panchayat house tax assessment No. _____) 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 _____.

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 / 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 / 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 PURCHASERS / ALLOTTEES:

MR. _____

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His right hand finger prints

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His left hand finger prints

The 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