Phone No: 8380089175 Sold To/Issued To: Priority Contruction For Whom/ID Proof:







JUN-03-2021 14:06:44

₹ 1000000/-

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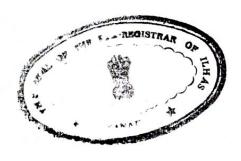
0ther 38152621622729204825-00000186 3815262 35/02/02/2021-RD1

FOR CITIZENCREDIT CO-OP. BANK LTD.

Hama of Surchasor Priority Constructions

CERTIFIED TRUE XEROX COPY

Reg 1831 PReg 15854 Strict 1388 di: 1516/2021





AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made at Panaji, Goa, on this 03rd day

of June, 2021

(Rupees fifty eight thousand fire hundred only)

Phone No:8380089175 Sold To/Issued To: Priority Contruction For Whom/ID Proof:





₹ 0058500/-

0ther 38152621622729225597-00000187

CO-OP. BANK LTD

Authorised Signatory

Name of Furchaser Priority Constructions

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BETWEEN

(1) SHRI SANDEEP PAI VERNEKAR, son of late Pundalik Pai Vernekar, 57

years of age, BAN Card No.

..., Aadhar Card No.

married, Indian Jicional, (2) SMT. MEENA PAI VERNEKAR, wife of Shri

Sandeep Palernekar, PAN Card No.

Aadhar Card No. . .

residing at B/104, House of Lords, Opp. Goa Marriot Resort, Miramar, Panaji, Goa (both hereinafter referred to as the "VENDORS/ OWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, executors, administrators and assigns) of the FIRST PART.

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ORITY CONSTRUCTION TO THE PROPERTY OF THE PROP

AND

M/S. PRIORITY CONSTRUCTIONS a Partnership firm, duly constituted under the Indian Partnership Act, 1932, having its office at "Priority Signature', 2nd Floor, Above Honda Showroom, New Taleigao Bypass Road, July represented herein Taleigao, Tiswadi – Goa, Pan no. by its partners; 1.Mr. SWAPNEEL ULHAS PRABHU NACHINOLCAR, son of Mr. Ulhas Gopal Nachinolcar, 37 years of age, Occupation Business, Aadhaar Card Mobile No. 9823226540 and 2. Mr. PARIND ULHAS No PRABHU NACHINOLCAR son of Mr. Ulhas Gopal Nachinolcar, 41 years of age, Occupation Business, Aadhaar Card No. Mobile No.9822756777 d both Indian Nationals, residing at 'Anantdeep', Odlem Bhat, Taleigao, Goa Hereinaffer referred to as the "PURCHASERSS" (which expression shall unless repulnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) of the SECOND PART.

AND

M/S. VERNENCAR PROPERTIES, a proprietary concern of Mr. Gopal

Pai Vernekar, son of late Pundalik Pai Vernekar, 59 years of age,
businessman, Pan No. Indian National and resident of A
103, House of Lords, Opp. Goa Marriott Resort, Miramar, Panjim, Tiswadi,
Goa, hereinafter referred to as the "CONFIRMING PARTY" (which
expression shall unless repugnant to the context or meaning thereof, be

deemed to include his heirs, successors, legal representatives and assigns) of the THIRD PART.

WHEREAS there is property known as "BAMAN BHAT", comprising of three survey numbers, one surveyed under No. 55/2 of village Murda, Taluka Tiswadi, within the limits of Village Panchayat of Merces and the other two surveyed under No. 22/1 and 21/2 of village Cujira, Taluka Tiswadi within the limits of Village Panchayat of Santa Cruz and described under no. 1535 of book B-18 (Old) in the Land Registration Office of Ilhas, District of North Goa within the State of Goa and more particularly described in Schedule I hereunder (hereinafter referred to as the said property).

AND WHEREAS by Be d of Sale and Discharge dated 01/08/1950, Shri.

Vamona Bogvonța Roi Vernencar purchased the said property from Mrs.

Mariana Ida Wargarida Carcomo Lobo Correira da Silva Noronha Lite, widow of Luis Ceasar Noronha Lite.

AND WHEREAS based on the said Deed of Sale and Discharge dated 01/08/1950, the said property was inscribed in favour of Shri. Vamona Bogvonta Poi Vernencar under no. 218288 at folio 47-B of Book G-34 in the Land Registration Office of Ilhas.

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AND WHEREAS the said Shri. Vamona Bogvonta Poi Vernencar was married to Mirabai Poi Vernencar under the regime of general communion of assets.

AND WHEREAS by A Deed of Acquiescence / Consent executed on 21/11/1990 before the Notary Ex-officio of the Judicial Division of Ilhas and registered under no. 803 at page no. 59 overleaf onwards of Book No. 636, the said Vamona Bogvonta Poi Vernencar and Mirabai Poi Vernencar, being married under the regime general communion of assets in the State of Goa and in order to bequeath their properties by a will, by a Deed of Acquiescence/ written consent authorised each other in terms of Article 1766 of the Portuguese Circoco to make different wills to bequeath their properties.

and writereds by a virtue of public will dated 21/11/1990, executed before the Notary Ex-officio of the Judicial Division of Ilhas and duly registered under no. 804 at page 67 overleaf onwards of Book no. 79, Shri. Vamona Bogvonta Poi Vernencar bequeathed his share in the said property to his nephew Mr. Sandeep Pai Vernekar, the Vendor No. 1 herein.

AND WHEREAS by a virtue of another public will dated 21/11/1990, executed before the Notary Ex-officio of the judicial division of ilhas and duly registered under no. §05 at page 70 onwards of Book no. 79. Mrs. Mirabai

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TO STATE Poi Vernencar also bequeathed her share in the said property to her nephew Mr. Sandeep Pai Vernekar, the Vendor No. 1 herein.

AND WHEREAS Shri. Vamona Bogvonta Poi Vernencar expired on 13/10/1994 leaving behind his widow and moiety holder Mirabai Poi Vernencar and his testamentary heir the Vendor No. 1 herein.

AND WHEREAS the Vendor No. 1 is married to the Vendor No. 2 under the regime of the General communion of assets.

AND WHEREAS by an Agreement for Development dated 15/07/1998, the said Mirabai Poi Vernencar along with the VENDORS/ OWNERS herein agreed and allowed M/s Vernencar Properties, a proprietary concern of Mr. Gopal Pai Vernekar, having s office at Panaji Goa to develop and sub divide the said property into smaller plots.

AND WHEREAS in terms of Agreement for Development dated 15/07/1998, the said property was sub divided in terms of and after obtaining conversion sanad dated 24/02/1999 bearing No. CNV/TIS/53/98 from the Office of the Deputy Collector & SDO Panaji, an approval from the Office of Town Planning Department, Panaji bearing No. TIS/1390/Cuj/99/361 and final NOC dated 16/06/1999 bearing No. VP/SC/225/1999-2000 issued by the Office of Village Panchayat Santa Cruz.

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Meena Foi Veneras Epen Pin Veneras AND WHEREAS the said property upon being sub divided into various plots, a Plot bearing Plot no. 18 admeasuring 2434 sq. mtrs. of survey no. 21/2 of Village Cujira was allotted to the VENDORS/ OWNERS along with late Mirabai Poi Vernencar and which Plot no. 18 is more particularly described in Schedule II hereunder (hereinafter referred to as the said plot).

at folio no. 66 to 67V of Book no. 732 before the Civil Registrar cum Sub Registrar and Special Notary Ex- officio Tiswadi, the VENDORS/ OWNERS herein along with the said Mirabai Poi Vernencar were declared as the surviving as well as testamentary legal heirs of late Vamona Bogvonta Poi Vernencar.

AND WHEREAS on 18/05/2019 Mirabai Vaman Poi Vernencar also expired leaving the VENDORS/ OWNERS as the only testamentary legal heirs and the absolute owners of the said plot.

the said Plot to the Purchasers and the Purchasers are desirous of purchasing the said Plot from the VENDORS/ OWNERS for a total consideration of Rs.

3,65,00,000/- (Rupees Three Crores Sixty Five Lakhs only) on such terms and conditions as agreed and reduced hereinafter;

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NOW THEREFORE THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

1. That in pursuance to the above understanding and in total consideration of an amount Rs. 3,65,00,000/- (Rupees Three Crores Sixty Five Lakhs only) agreed to be paid to the VENDORS/ OWNERS, the VENDORS/ OWNERS hereby grants and delivers the possession of the said Plot unto the PURCHASERS and agree and promise to grant, convey, sell, transfer, assign and assure by way of sale to the PURCHASERS, the Plot identified as Plot No. 18, admeasuring 2434 sq. mts, surveyed under survey no. 21/2 of Village Cujira, more particularly described in SCHEDULE II hereunder written and with all other things situated therein including all the plantation, structures accesses, driveways, facilities, easements, privies, benefits, privileges advantages, appurtenances, etc. available on it on terms and conditions as agreed and reduced hereinafter.

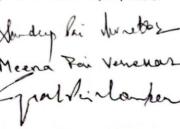


- 2. The PURCHASERS will pay the VENDORS/ OWNERS the total consideration of Rs. 3,65,00,000/- (Rupees Three Crores Sixty Five Lakhs only), in the following manner:
 - i. A sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) vide Cheque No175952 dated 04/06/2021 drawn on Jammu & Kashmir Bank,
 - ii. Rs.30,00,000/- (Rupees Thirty Lakhs only) vide Cheque No.175953 dated 04/06/2021 drawn on Jammu & Kashmir Bank, the payment and receipt of the said sum of is

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acknowledged by the VENDORS/ OWNERS, subject to realization of the above cheque/s and 1% TDS is deducted by the VENDORS/ OWNERS;

- An amount of Rs. 76,25,000/- (Rupees Seventy Six Lakhs twenty iii. Five thousand only) on or before 24/11/2021;
- An amount of Rs. 76,25,000/- (Rupees Seventy Six Lakhs twenty iv. Five thousand only) on or before 04/06/2022;
- An amount of Rs. 76,25,000/- (Rupees Seventy Six Lakhs twenty ٧. Five thousand only) on or before 04/12/2022 and
- vi. The balance consideration/amount of Rs. 76,25,000/- (Rupees Seventy Six Lakhs twenty Five thousand only) on or before 04/06/2023.
- 3. That upon receipt of the balance consideration in terms of clause 2(i) to 2(v) above, the VENDORS/ OWNERS shall execute and get the Sale Deed of the said PLOT registered, in favour of the PURCHASERS or their nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law by SPECIFIC PERFORMANCE OF THE CONTRACT, at the cost and expenses of the defaulting party.
- The VENDORS/ OWNERS and the CONFIRMING PARTY doth hereby 4. unequivocally assure and represent to the PURCHASERS that the said PLOT has been allotted to the VENDORS/OWNERS in terms of the Agreement for Development dated 15/07/1998.





- 5. That after receiving the full consideration, the VENDORS/ OWNERS doth hereby agree to grant, convey, sell, transfer and assign all their rights, titles and interests in the said portion of the said property, fully described above, together with proportionate undivided, indivisible and impartible ownership rights in the open spaces maintained at the time of the development of the entire property into plots to the PURCHASERS/ SECOND PARTY, on the terms and conditions herein contained.
- 6. That the VENDORS/ OWNERS hereby assure the PURCHASERS that the VENDORS/ OWNERS have neither done nor been party to any act whereby the VENDORS/ OWNERS's rights and title to the said PLOT may in any way be impaired or whereby the VENDORS/ OWNERS may be prevented from transferring the said PLOT.
- 7. That the VENDOR'S OWNERS hereby declare and represents that the said PLOT is not subject matter of any HUF and that no part of the said PLOT is owned by any minor.
- 8. That the VENDORS/ OWNERS assures the PURCHASERS that the said PLOT is free from all/ any kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the

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decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said PLOT is ever taken away or goes out from the possession of the PURCHASERS on account of any legal defect in the ownership and title of the VENDORS/ OWNERS then the VENDORS/ OWNERS will be liable and responsible to make good the loss suffered by the PURCHASERS and keep the PURCHASERS saved, harmless and indemnified against all such losses and damages suffered by the PURCHASERS /SECOND PARTY.

That the house tax, water and electricity charges and other dues and 9. demands, if any, payable in respect of the said PLOT shall be paid by the VENDORS/ OWNERS up to the date of handing over the possession and thereafter the PURCHASEAS will be responsible for the payment of the same.

- That the PURCHASERS shall have full right of access through, and the 10. right to use the access/ roads built or shown at the time of development of the said property into Plots.
- That upon the full payment of total consideration as contemplated 11. hereinabove the PURCHASERS shall have full right to nominate or assign this Agreement to Sell in favour of any person or persons, be it a firm, body

corporate or association of person and the VENDORS/ OWNERS shall have no objection to it.

12. That pending completion of the sale, the VENDORS/ OWNERS neither shall enter into any agreement of sale in respect of the said Plot or any part thereof nor shall create any charges, mortgage, lien or any arrangement, in respect of the said Plot in any manner whatsoever. However, upon execution of this agreement the PURCHASERS are entitled to enter the property and carry out construction therein upon obtaining requisite permissions from the authorities. The PURCHASERS shall also be entitled to enter into agreements in respect of the units/ apartments/ flats/ premises so constructed in the said out with third parties who wish to purchase the same from the PURCHASERS.

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13. Upon execution of this agreement, the PURCHASERS shall be entitled to apply for permissions before the authorities to put up a building project of their choice in the said PLOT, apply for change of zone of the said PLOT, register the proposed building project under the Real Estate (Regulation and Development) Act 2016 (RERA Act) and advertise and sell units/apartments/ flats/ premises in the building project as per their choice. However, the OWNERS shall not be liable in any manner for the

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construction, advertisement or sale of units/ apartments/ flats/ premises in the building project construed in the said PLOT.

14. The Owners have represented to the PURCHASERS that the VENDORS/ Owners are the sole owners and possessors of the said property and their title to THE SAID PLOT is clear, valid, marketable and subsisting and that there are no subsisting claims of the nature of tenancy, mundkar rights, occupancy or easements, or of any other nature or boundary disputes of any kind against or in respect of THE SAID PLOT.

On signing of these presents the VENDORS/OWNERS shall hand over the a tested copies of title documents to THE PURCHASERS with reference to be representations made to THE PURCHASERS herein and shall answer all requisitions or objections and clear any doubt or queries concerning the title or possession or hereditament to THE SAID PLOT.

16. At the time of execution of this agreement, the VENDORS/OWNERS have executed a Power of Attorney in favour of Shri. Swapneel Ulhas Prabhu Nachinolcar, the Partner of the Purchasers, to represent them in respect of the powers that are granted in the said Power of Attorney.

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- 17. Whatever that is not specifically stated herein shall be governed by the Principles of Contract Act, Specific Relief Act and Transfer of Property Act.
- 18. The Schedules annexed to this Agreement shall form a part and parcel thereof and be construed accordingly.
- 19. That all the expenses of the Sale Deed Viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the PURCHASERS /SECOND PARTY.

SCHEDULE I

All that part and parcel of land knowns as "BAMANBHAT" surveyed under No. 55/2 of village Murda, Taluka Tiswadi, within the limits of Village parchayat of Merces, and surveyed under no. 21/2 and 22/1 of village Cujira, Taluka Tiswadi within the limits of Village panchayat of SantaCruz, all within sub district of Tiswadi, District of North Goa, State of Goa, which property as a whole is Described in office of Land Registrar of Ilhas under no. 1535 of Book B-18 (old) and is enrolled in the Taluka Revenue office under Matriz no.

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SCHEDULE II

All that Plot no. 18 having an area of 2434 sq. mts. forming part of survey bearing Survey No. 21/2 of Cujira forming part of the larger property described in SCHEDULE I herein above. The said Plot No. 18 is delineated in Red in the Plan annexed to this agreement and is bounded as under:

On the North : By open space.

On the South : By Nallah.

On the East : By Plot No. 17 and 6 mts. Wide public road.

On the West : By Nallah.

ESS WHEREOF, the parties hereto have signed this Agreement

on the day, month and the year first above mentioned.

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SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED "OWNER/VENDOR" 1. SHRI SANDEEP PAI VERNEKAR Sandy lai hroter 1. 2. 3. 5.

Judup har hnetter Meend Fair Vornehar There Pistandon



SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED "OWNER/VENDOR" 2.SMT. MEENA PAI VERNEKAR

Meena Pai Vernenas



1.





2.



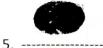


















SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PURCHASERS

M/S. PRIORITY CONSTRUCTIONS through by its Partner 1.Mr. SWAPNEEL ULHAS PRABHU NACHINOL€AR 1. 2. 3.





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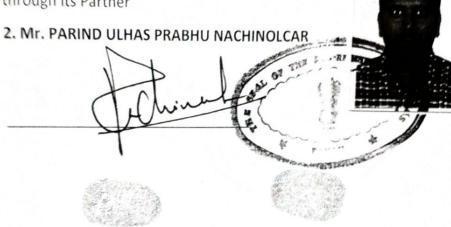


CONSTRUCTION 18

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED PURCHASERS

M/S. PRIORITY CONSTRUCTIONS

through its Partner













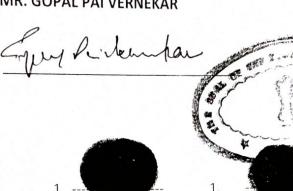


BY THE WITHINNAMED CONFIRMING

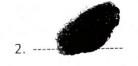
PARTY M/S. VERNENCAR PROPERTIES

through its Proprietor

MR. GOPAL PAI VERNEKAR



















WITNESSES:

1. Prija D. Shetgavikon

2. kashinath v. knHikan

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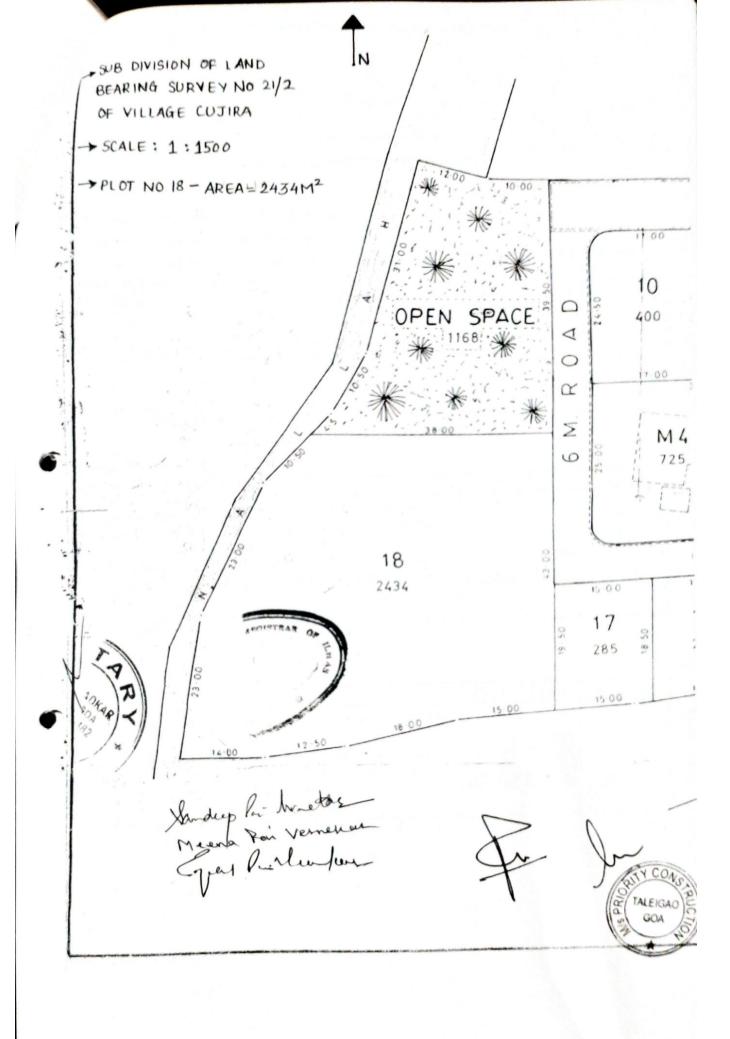
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Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Tiswadi

Print Date & Time : - 15-Jun-2021 11:24:40 am

Document Serial Number :- 2021-PNJ-1388

Presented at 10:49:03 am on 15-Jun-2021 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Tiswadi along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1058500
2	Registration Fee	1277500
3	Processing Fee	350
	Total	2336350

Stamp Duty Required :1058500/-

Stamp Duty Paid : 1058500/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	NACHINOLCAR Partner Of NACHINOLCAR Partner Of NACHINOLCAR, Age: 37, Marital States: ,Gender: Male, Occupation: Business, Address1 - Adantdeep, Odlem Bhat, Taleigao, Goa, Address2 -, PAN No.:			L

Executer

Sr, NO	Party Name and Address	Photo	Thumb	Signature
1	SANDEEP PAI VERNEKAR, Father Name:Pundalik Pai Vernekar, Age: 57, Marital Status: Married, Gender:Male, Occupation: Business, B-104 House of Lords Opp Goa Marriot Resort Miramar Panaji Goa, PAN No.			James Ping

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	MEENA PAI VERNEKAR, Father Name: Mohan V Salkar, Age: 53, Marital Status: Married, Gender: Female, Occupation: Housewife, B-104, House of Lords, Opp. Goa Marriot Resort, Miramar, Panaji, Goa, PAN No.:	1		Neero a Ver
3	SWAPNEEL ULHAS PRABHU NACHINOLCAR Partner Of Priority Constructions, Father Name:ULHAS GOPAL NACHINOLCAR, Age: 37, Marital Status: ,Gender:Male,Occupation: Business, Anantdeep,Odlem Bhat,Taleigao,Goa, PAN No.:			J.
4	PARIND ULHAS PRABHU NACHINOLCAR Partner Of Priority Constructions , Father Name: ULHAS GOPAL NACHINOLCAR, Age: 41, Marital Status: ,Gender: Male, Occupation: Business, Apantdeep, Odlem Bhat, Taleigao, Goa, PAN No.:	Å		Jadid
5	Gopal Pai Vernekar Sole Proprietor Of VERNENCAR PROPERTIES, Futher Name: Pundalik Pai Vernekar, Age: 59, Marital Satus: Married , Gender: Male, Occupation: Business -103, House of Lords, Opp. Goa Marriott Resort, Miramar, Panjim, Tiswadi Ca, PAN No.:			J. Za. J. Za.

Weness

We individually/Collectively recognize the Vendor, Purchaser, Confirming Party,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: PRIYA SHETGAONKAR, Age: 28, DOB: , Mobile: 9011915711 , Email: , Occupation: Service , Marital status : Married , Address: 403512, 962 MUNANGWADA MORJIM PERNEM GOA, 962 MUNANGWADA MORJIM PERNEM GOA, Morgim, Pernem, NorthGoa, Goa			At the sail
2	Name: KASHINATH V KUTTIKAR, Age: 56, DOB: , Mobile: 9011915711 , Email: , Occupation: Service , Marital status : Married , Address: 403108, 30 Canturlim Curca Tiswadi Goa, 30 Canturlim Curca Tiswadi Goa, Curca, Tiswadi, North Goa, Goa	1		Erntlike



Document Serial No:-2021-PNJ-1388

Book :- 1 Document

Registration Number :- PNJ-1-1331-2021

Date: 15-Jun-2021

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi)

CERTIFIED
TRUE XEROX COPY

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ARUN WADKAR NOTARY AT TISWADI TALUKA STATE OF GOA-INDIA REG. No. 382/14 DATED 19/9/2014



