

## AGREEMENT

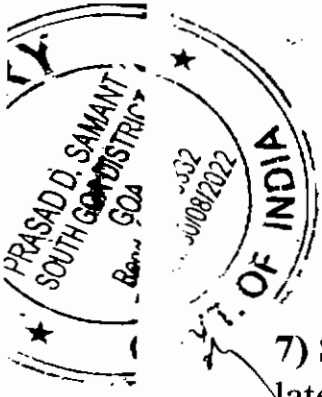
This Agreement is Executed on this 3<sup>rd</sup> day of September 2021 at Ponda Goa.

## BETWEEN

- 1) **MRS. SHUBHA SHANTILAL PRABHUDESAI**, wife of late shri. Shantilal Ramchandra Prabhu Dessai, 65 years of age, business, married, bearing Adhar card No. 3641 7140 1335, Mobile No. 9527008460
- 2) **SHRI RUDRESH SHANTILAL PRABHU DESAI**, son of late Shantilal Ramchandra Prabhu Desai age about 39 years, married, service, bearing Aadhar card No. 8584 1371 5143 and pan card No. ANCPP2092G
- 3) **MRS. REVA RUDRESH PRABHU DESSAI** alias **REVA RUDRESH DESSAI**, Wife of shri Rudresh Shantilal Prabhu Dessai, age about 23 years, married, Housewife, bearing Aadhar card No. 5550 2374 9554, and pan card No. GBIPP4542R. Mobile No. 9923644656.
- 4) **MRS. DEEPA PRASHANT DESSAI** alias **DEEPA PRASHANT PRABHU DESSAI** wife of shri Prashant Shantilal Prabhu Dessai, age about 37 years, married, housewife, bearing Aadhar card No. 2621 2785 7055 and pan card No. AHWPD6258L. Mobile No. 9923644656.
- 6) **MS. SWATI SHANTILAL PRABHUDESAI** alias **MRS. SWATI NIRANJAN TAMHANKAR** alias **SWATI SHANTILAL PRABHU DESSAI**, daughter of late shri Shantilal Prabhudesai, age 35 years married service, bearing Aadhar card No. 6608 0358 1433 and pan card No. AQAPT5703B Mobile No. 8007382457.

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*Prashant*



7) **SHRI NIRANJAN SOMNATH TAMHANKAR** son of late Shri Somanath Vasudev Tamhankar, age 39 years, married, service, bearing Aadhar card No. 7293 8371 0827 and pan card No. AIAPT0575F Mobile No. 9823468438 both resident of Dhavli, Ponda Goa

8) **SHRI. PRASHANT SHANTILAL PRABHUDESAI** alias **PRASHANT SHANTILAL PRABHU DESAI** alias **PRASHANT SHANTILAL DESSAI** son of late Shantilal Ramchandra Prabhudesai age 41 years, married, business, bearing Aadhar card No. 4622 2596 3613 and pan card No. AHWPD6259M, All resident of H. No.19 Talsai, Borim, Ponda -Goa. Mobile No. 9637386633, hereinafter together referred to as the **FIRST PARTY** (which expression unless repugnant to the context or meaning thereof mean and include their heirs, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

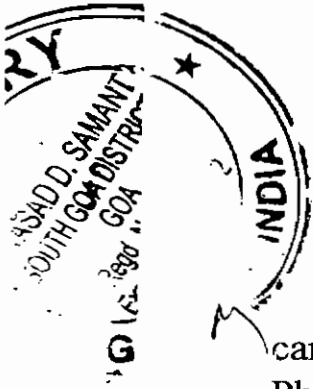
The Party No. 1 to 7 herein are represented by **SHRI. PRASHANT SHANTILAL PRABHUDESAI** alias **PRASHANT SHANTILAL PRABHU DESAI** the vendor No. 8 vide power of attorney executed and registered before the notary Nelson Soares under registration No. 1529 dated 17<sup>th</sup> April 2019.

AND

**THAKKAR & ASSOCIATES**, a partnership firm registered under Indian partnership act, under registration No. BA36795 Having pan card No. AAAFT4012B, registered office address at Shriram chamber first floor 700/1 Ganpatipet Sangli Maharashtra represented herein by its working partner **Shri. Prashant Kantilal Thakkar** son of Shri Kantilal Thakkar, age 45 years, married, bearing Aadhar

*hcc*

*Prashant*



card NO 8025 0255 7455 and Pan card No. AANPT3837F  
Phone No. 8208596611 resident of Shree ram chambers, 1<sup>st</sup>  
Floor sangli, miraj Sangli Maharashtra hereinafter referred  
to as **SECOND PARTY** (which expression unless  
repugnant to the context or meaning thereof mean and  
include their heirs, legal representatives, administrators,  
executors and assigns) of the **SECOND PART**. All the  
Parties intervening in this deed are Indian nationals.

**WHEREAS** there exist a Property / plot of land  
admeasuring area of 2,700 Sq.mts property known as  
"KANGEMOL @ CANGIMOL @ CALGUECHO  
MOLLO" situated at kangemol in Borim village, surveyed  
under no. 109/3 of the village of Borim Taluka and Sub-  
District of Ponda of North Goa and duly registered in the  
land registration office of ilhas under no.2898 of book B-  
32 (old) at folio 416 to folios 418 enrolled in the Taluka  
Revenue office under Matriz nos. 661 and is bundled under  
as.

**EAST:** By Ambhai Sadashiv Sinai (Comunidade),

**WEST:** By other Half of property Talsai

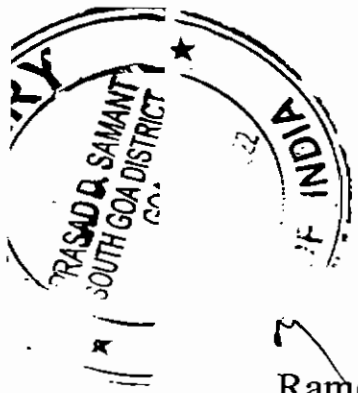
**NORTH:** By Rivulet

**SOUTH:** By half property of Canguicho molo.

More particularly described in schedule I herein below.

**AND WHEREAS** the said property has been originally  
inscribed in favour of Visvambora Narana Porobo Dessai,  
and his son Shri Ramchandra Vishvambora Porobo Dessai.  
And whereas after the demise of shri Visvambora Narana  
Porobo Dessai and his wife Loximim Visvambora Porobo  
Dessai the said property was inherited by their only son Shri

for  
the



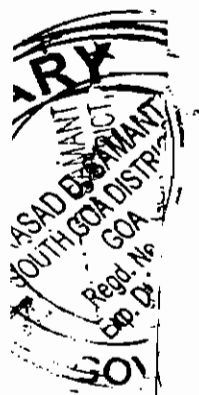
Ramchandra Vishvambora Porobo Dessai and his wife Sitabai Ramchandra Porobo Dessai, the said Ramchandra Vishvambora Porobo Dessai who was also known as Ramchandra Vishvambar P. Desai alias Ramchandra V. Prabhu Dessai alias Ramchandra Vishvambhar Prabhu Dessai alias Ramchandra Prabhu Dessai and his wife smt. Sitabai Ramchandra Porobo Dessai expired on 28 November 1979 and 2<sup>nd</sup> July 1985 respectively, leaving behind them Shri Shantilal Ramchandro Porobo Dessai also known as Shantilal Ramchandra Porobo Desai, alias, Shantilal Ramchandro Prabhu Dessai also known as Shantilal R. Prabhu Dessai alias Shantilal Ramchandro Prabhu Desai as their sole and universal heir, married to Shuba S. Prabhu Dessai alias Shubha Shantilal Prabhu Dessai, Declared so vide deed of succession dated 10<sup>th</sup> august 2000 before notary ex-officio Ponda on 14 august 2000 under No. 103 at pages 87 onwards of Notarial book for deeds No. 388.

**AND WHEREAS** Shri Shantilal Ramchandro Porobo Dessai also known as Shantilal Ramchandra Porobo Desai alias, Shantilal Ramchandro Prabhu Dessai also known as Shantilal R. Prabhu Dessai alias Shantilal Ramchandro Prabhu Desai expired on 16/12/2005 leaving behind vendors herein as the absolute owners in possession of said plot/property which is so declared vide deal of succession dated 26 April 2006 executed before notary ex-officio Margao at folio 34-35 of deed book No. 1492.

**AND WHEREAS** the FIRST PARTY have sold undivided 60% share that is area to an extent of 1620 sq. mtrs. Vide deed of sale dated 2/9/2021 on receipt of valid consideration for the same.

*hcc*

*[Handwritten signature]*



**AND WHEREAS** thus the First Party and the Second Party become co-owners of the said plot of land to an extent of 60% share is owned by the Second Party and the 40% share is owned by the First Party.

**AND WHEREAS** First Party and the Second Party together have decided to construct a project consisting of 30 flats and 4 bungalows on the said plot on sharing of profit between them as per the share, that is 60% share will be that of the second party and the remaining 40% share will be that of the first party collectively and decided to put the understanding between them in writing as under.

**NOW THIS AGREEMENT WITNESETH AS UNDER:**

1. The whole investment and expense in the said project shall be that of the second party as the First party has shared with the land to the Second party for the said project.
2. That profit sharing in the said project shall be 60/40 basis that is 60% of the profit earned from the sale of the units in the said project shall be distributed to the second Party and the 40% shall be collectively distributed to the First party.
3. That the Second Party has advanced an amount of Rs. 65,00,000/- (Rupees Sixty Five Lakhs) Approximately as on today to the First party by various instalments which shall be adjusted at the time of distribution of profit to the First party proportionately and the First party shall not object for the same,
4. it is mutually agreed by and between the parties that, the repayment of the Advances forwarded to the First party shall

*hcc*

*[Signature]*



be adjusted on the sale of each unit in the said project and shall not exceed Rs. 500000/- (Rupees Five Lakhs only).

4. That both parties shall extend their full co-operation in completion of the said project with expected standards and shall not create any kind of hurdle or dispute in the process of its completion and disposal.

5. This Agreement and the contents hereof shall supersede all the other agreements, arrangements, Understanding, correspondence, and representations, between the parties hereto with respect to the subject matter of the present agreement.

6. The parties hereto shall specifically perform this contract and shall be entitled to secure the specific performance of this contract from the other party. Specific performance of the terms of this Agreement shall constitute the essence of this Agreement.

**IN WITNESS WHEREOF** all the parties hereinabove have set and subscribed their respective hands to this Deed the day and the year first hereinabove mentioned in presence of two witnesses:

hcc

[Signature]



SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED FIRST PARTY

*Dec*



(SIGNED BY SHRI PRASHANT SHANTILAL PRABHU DESSAI FOR SELF AND for Party No. 1 to 7)

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED SECOND PARTY

*Prashant*



(THAKKAR & ASSOCIATES through its partner Prashant Kantilal Thakkar)

Witnesses: -

1. *K. B. Shyde*

KETAN SHRINIWAS BHOGALE

2. NOTED BEFORE ME WHICH I ATTEST

*Prasad D. Samant*  
PRASAD D. SAMANT  
NOTARY  
D. No. 13332  
31/12/2021 Reg No 1100/2021