



गोवा GOA

D. 21/05/13 Sr. No. 36 Value Rs. 100/-

Name of Purchaser

Pudla Ambur

Residence of

Pudla Ambur

Place of Purchase

Licence No.



Sign. of Vendor

Sign of Purchaser

RECTIFICATION OF ADDENDUM

This Rectification of Addendum is made at Panaji this 21st day of May of the year 2013 for rectification of the addendum dated 6th June 2012 BETWEEN:-

[Signature]

[Signature]



SHRI. ORLANDO JOSE DE FREITAS BRANCO, aged 31 years, in business son of Late Mr. Francisco Branco, residing at Panaji, hereinafter referred to as the OWNERS/VENDORS (which expression shall unless repugnant include their heirs, successors, legal representatives and assigns) of the ONE PART.

- (ii) M/S. DUKLE CONSTRUCTIONS, a partnership firm duly registered under the Partnership Act having its registered office at Panaji, herein represented by its Partner (i) Shri. Sameer Dukle aged 41 years, son of Shri. Gurudas Dukle, residing at Miramar-Panaji, hereinafter referred to as the PURCHASER/DEVELOPER (which expression shall unless repugnant include their heirs, successors, legal representatives and assigns) of the SECOND PART.

WHEREAS

1. Vide agreement dated 20/07/2007 between the parties here to the OWNER/VENDOR had agreed to sell part of the property admeasuring 3117 M² surveyed under 118/1 of village Taleigao from the whole property described in Schedule I here under.
2. Certain terms and conditions which have being agreed upon earlier between the parties which were not incorporated in the SAID AGREEMENT have been decided by the parties to incorporate vide this Rectification of ADDENDUM.
3. Vide agreement dated 20/07/2007 the OWNER/VENDOR at Sr. No.(i) of the said Agreement has no share in the above SAID PROPERTY which the parties in the ADDENDUM has agreed mutually.
4. The area of the said property which was agreed to be sold vide agreement dated 20/07/2007 admeasuring 3117 M² have been rectified as 2117 M² and OWNER/VENDOR have retained an area of

 *SAR* *SAR*

1000 M² which have been agreed upon by the parties in the addendum dated 6th June 2012.

5. The parties agree here to that the area marked in Red on the plan attached here in under and which is sold by the OWNER/VENDOR and purchased by the PURCHASER is factually admeasuring 3500M² on site and 3117 M² according to the survey records of 118/1 of village Taleigao and described in details in schedule II hereunder.

6. Vide this rectification addendum dated 21/05/2013, the area retained admeasuring 1000 M² in addendum dated 06/06/2012 is also purchased by the PURCHASER and sold by the OWNER/VENDOR for the total consideration of Rs. 30,00,000/- (Rupees Thirty Lakhs Only).

NOW THIS RECTIFICATION OF ADDENDUM WITNESSES AS UNDER

1. The parties hereto do hereby confirm that further to the terms and conditions contained in the said agreement dated 20/07/2007 between the parties hereto and as per the interest and scheme of the SAID agreement, it was also agreed by and between the parties as under:-

- a. The total area sold by the OWNER/VENDOR to the PURCHASER is 3117 M² as per the survey records and 3500 M² factually on the site for the total consideration of Rs. 1,07,92,500/- (Rupees One Crore Seven Lakhs Ninety Two Thousand Five Hundred Only) which is mutually agreed and accepted between the parties to this Rectification of Addendum which includes the consideration for the 1000 M² of area including the Bar & surrounding area as demarked in the plan herein attached.
- b. The total area sold by the OWNER/VENDOR admeasuring 3117 M² and demarked in red on the plan attached here under for the total consideration of Rs. 1,07,92,500/- (Rupees One Crore Seven Lakhs Ninety Two Thousand Five Hundred Only) will be paid by the

 S. N. R.

PURCHASER in the following manner described in schedule III here under.

c. Out of the total consideration of Rs. 1,07,92,500/-(Rupees One Crore Seven Lakhs Ninety Two Thousand Five Hundred Only) it is agreed between the parties that the total monetary consideration of Rs.65,42,500/-(Rupees Sixty Five Lakhs Forty Two Thousand Five Hundred Only) is paid as advance and the balance of Rs.42,50,000/-(Rupees Forty Two Lakhs Fifty Thousand Only) is to be adjusted in the built up area constructed in the above SAID property as described in the schedule II given herein under.

d. The Rectification of Addendum supersede the previous agreements for construction dated 30/07/2013 and Addendum dated 06/06/2013 as far as the payment schedule is concerned and given in detail in schedule III hereunder

e. The consideration amount of Rs. 47,72,500/-(Rupees Forty Seven Lakhs Seventy Two Thousand Five Hundred Only) which was wrongly mentioned in agreement dated 30/07/2013 is rectified in this Rectification of Addendum as Rs. 22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand Only) and the balance monetary consideration of Rs.30,20,000/-(Rupees Thirty Lakhs Twenty Thousand Only) is rectified in this Rectification of Addendum as Rs.55,42,500/-(Rupees Fifty Five Lakhs Forty Two Thousand Five Hundred Only).

f. It is agreed between the OWNER/VENDOR and the PURCHASER that from the sale of the additional area of 1000 M² for a consideration of Rs.30,00,000/- (Rupees Thirty Lakhs Only), the OWNER/VENDOR will get one shop of area of 125 M² (Corresponding carpet area 107 M²) on Ground Floor as shown in the plan attached for a consideration of Rs.20,00,000/-(Rupees Twenty Lakhs Only) and balance Rs. 10,00,000/-(Rupees Ten



Lakhs Only) is paid monetarily to the OWNER/VENDOR by the PURCHASER which the OWNER/VENDOR acknowledge.

g. The OWNER/VENDOR permits the PURCHASER to enter into the SAID PROPERTY and raise construction of building in the SAID PROPERTY.

h. The OWNER/VENDOR have inspected the plan drawn by the PURCHASER and confirmed the position and location of the premises allotted to the OWNER/VENDOR.

i. It is agreed in the RECTIFICATION OF ADDENDUM dated 21/05/2013 between the OWNER/VENDOR and the PURCHASER that an area of 1000 M² as per survey plan along with the existing structure will be utilized by the PURCHASER for development of the Residential Cum Commercial project.

j. The OWNER/VENDOR agrees that the PURCHASER shall be free to sell the premises in the building constructed in the property admeasuring 3117 M² on the survey plan and 3500 M² on the site having survey No. 118/1 (part) of village Taleigao except for the ones which are allotted to the OWNER/VENDORS.

k. The OWNER/VENDOR have been allotted Commercial Super Builtup area of 125 M² (Corresponding Carpet Area 107 M²) at the location of the existing Bar & Restaurant on Ground Floor and Residential area of 250 M² in Block IV on the top floor. The plan of which is attached hereunder.

2. It is agreed between the parties that any additional FAR due to change of zone or road widening will be used by the PURCHASER without any additional payment to the OWNER/VENDOR.

3. The above terms shall be deemed to have become effective from the date of the principal Agreement dated 20/07/2007.

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains some text, but it is mostly illegible due to the signature and the quality of the scan.

4. The other terms and conditions contained in the SAID Agreement dated 20/07/2007 shall contained to subsist and remain binding as the parties hereto except for the payment terms and area allotted to the OWNER/VENDOR which is described in detail in SCHEDULE III herein under.
5. The OWNER/VENDOR agrees to issue a General Power of Attorney in the name of the PURCHASER and its Representative against the SAID PROPERTY for signing all the papers required on his behalf.
6. The OWNER/VENDOR has confirmed to the PURCHASER/DEVELOPER that the possession of the property admeasuring 1000 M² including the Bar & surrounding area will be given on 31st January 2014 without any further delay.
7. The PURCHASER has confirmed of giving possession of the commercial built up area of 125 M² on or before December 2014 and residential space of 250 M² built up area on or before December 2015 provided the OWNER/VENDOR gives the possession of the above SAID PROPERTY in the stipulated time.
8. It is agreed by the OWNER/VENDOR and PURCHASER that the open space marked having area of 500 M² will be used by the OWNER/VENDOR exclusively.

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SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY)

All that part and parcel of land admeasuring 10071.00 M² bearing Survey No. 116/1, 117/1, 118/1 of Village Taleigao and Chalta No. 1 & 2 of P.T. Sheet No. 121-A of City Panjim being a part of the larger property identified as PALMAR TOLOI situated at St. Inez, within the limits of Village Panchayat of Taleigao, Taluka Tiswadi, Registration Sub District of Ilhas, District North Goa in the State of Goa which property is described in the Office of Land Registrar Ilhas under no. 7869 at folio 39 of Book B-21(New) and is enrolled in the Taluka Revenue Office under Matriz No. 24 of Panaji.

The said plot of land is bounded as under:-

Towards the North : Limits of Panaji City

Towards the South : Nalla

Towards the East : Survey No. 117/2 and 3 of Taleigao

Towards the West : Rivulet.



SCHEDULE II

(DESCRIPTION OF THE SAID PLOT)

All that part and parcel of land admeasuring 3117 M² on the survey plan forming the part of Survey No. 118/1 (actually admeasuring 3500 M² on site) consisting of Structure of Bar & Restaurant, Garden and the Godown and its adjoining area within the limits of Village Panchayat of Taleigao, Taluka Tiswadi, Registration Sub District of Ilhas, District North Goa in the State Goa marked in Red on the plan here in under and is bounded as under:-

Towards the North : By Part of 118/1

Towards the South : By Small Nalla

Towards the East : By Part of 118/1 & Branco Bar & Restaurant

Towards the West : Rivulet



(DESCRIPTION OF THE SAID SHOP)

All that SHOP totally admeasuring 125.00 M² of built-up area, (corresponding carpet area being 107 M²) at the location of the existing Bar & Restaurant on the Ground Floor and Penthouse totally admeasuring 250 M² of built up area (corresponding carpet area being 187 M²) on the top floor in Dukle Heaven Block IV. The SAID SHOP is and Penthouse shown delineated in red boundary line in the plan annexed.



SIGNED AND DELIVERED

By the Owners/Vendors



Shri. Orlando Branco

OWNER/VENDOR

Shri. S. S. S.

SIGNED AND DELIVERED

By the Purchaser/Developer



Signature of Sameer Dukle
Circular stamp: 01/05/2020, 10:00 AM, 10/05/2020

M/s. Dukle Constructions
Represented by its Partner
Mr. Sameer Dukle

PURCHASER/ DEVELOPER

Signature of Sameer Dukle

In the Presence of

Name : Agnita Kerkar
Address : Goa Velha
Sign : Agnita

Name : Anant Kesarbar
Address : Panaji - Goa,
Sign : [Signature]
Date 21/11/2021