

**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL (WESTERN ZONE) PUNE**

APPEAL NO. 148 OF 2024 (WZ)

Ms. Sweta Savia Pereira ...Appellant

VERSUS

Mr. Walter Josef Egle and Ors. ...Respondents

AFFIDAVIT-IN-REPLY ON BEHALF OF THE RESPONDENT NO. 1



MAY IT PLEASE YOUR LORDSHIPS

I, MR. WALTER JOSEF EGLE, son of late Antonio Egle, aged 67 years, Swiss National, resident of 338/B, Passos Ward, Cavelossim, Salcete Goa, through his duly authorized Power of Attorney Holder, MR. VARUN ANTONIO CARVALHO, son of Mr. Antonio Heladio Carvalho, aged 48 years, Indian National, Resident of H. No. 4, Micon Arcade, Mobor, Cavelossim, Salcete Goa, the Respondent No. 1 herein (“answering respondent”), in the above petition, being conversant with the facts of the case do hereby on solemn affirmation state and submit as under: -

Carvalho

1. The answering respondent has read and understood the contents of the captioned Appeal and at the very outset denies, all and singular, the averments made therein and no part thereof may be deemed to have been admitted for the lack of specific traverse. The answering respondents state that nothing contained in this Appeal along with the grounds therein is deemed to be admitted for want of specific traverse. All the contentions and submissions made by the Appellant are categorically denied in totality.
2. The answering respondent considering the misleading and truncated facts pleaded in the Appeal, the answering respondent is filling the present affidavit in reply for the limited purpose of placing on records the certain relevant material facts before this Hon'ble Court to effectively adjudicate the subject matter and clarify about the artificial cause of action attempted to be created by the Appellant. The answering respondent craves leave to file detailed reply, if need arises.

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3. At the outset, the answering respondent states that the present Appeal filed under section 16(g) of the NGT Act, 2010 is not maintainable inasmuch as there is no 'direction' under challenge in the present Appeal. Consequently, the present Appeal filed under section 16(g) of the NGT Act, 2010 is not maintainable. Considering the fact that what is sought to be challenged is not a 'direction' as contemplated under Section 16(g) of the NGT Act, 2010, the Appeal is not maintainable. Section 16 (g) of the NGT Act, 2010 stipulates an Appeal only against a 'direction' issued under Section 5 of the Environment Protection Act, 1986. In view of the clear wording of Section 16(g) of the NGT Act, 2010, no Appeal can be held maintainable against any 'order' or 'decision' taken by the authority, which clearly doesn't fall within the ambit of 'directions'. From a bare perusal of Section 16 of the NGT Act, 2010 it is apparent that a clear distinction has been made by the lawmakers between the words 'order', 'decision'. and 'direction' issued by the authority. Pertinently, the words 'order' or 'decision' as is found in clause (a), (b), (d), (e), (f), (h), (i) and (j) of section 16 have been specifically omitted in clause (g) of the Section 16,



Qalwal

Therefore, it is evident that Section 16 stipulates an appeal only against a 'direction' issued under Section 5 of the Environment Protection Act, 1986 and consequently, in the present Appeal there being no direction under challenge the question of filling of the present Appeal does not even arise.

4. At the further outset, it is stated that the present Appeal has been filed without there is any cause of action to file the present Appeal and on this ground alone the Appeal is liable to be dismissed. It is pertinent to note that that the direction for demolition of the structure issued under the impugned order has been duly complied with and consequently, question of even filling the present Appeal does not arise. The fulcrum of the captioned Appeal is to set aside the liberty granted by the GCZMA to approach the Hon'ble Authority with clean hands if the Respondent No. 1 (Answering respondent) herein intends to reconstruct the demolished house as per the plinth in accordance with law. At this stage it is pertinent to state that presently the answering respondent has neither applied for such permission and

Darsho



obviously therefore the authority has not granted any permission.

Considering the aforesaid fact the question of challenging the liberty granted does not arise.

5. It is pertinent to note that the Respondent No. 1 has till dated not constructed any structure in the said property neither has the said answering Respondent applied for any licenses and permission for construction of the same. The aforesaid facts clearly demonstrates the casual and mechanical manner in which the captioned petition has been filed and the same liable to be dismissed on this ground alone. It is apparent that Appellant has axe to grind against the answering respondent has filed the present Appeal only harasses the answer respondent.

6. The brief facts which are relevant for the adjudication for the present matter are narrated herein below: -

- a. There exists a property known as "Passos" being described in the office of the Land Registration under No. 33973, enrolled under Matriz No. 1338 and surveyed under Survey no. 54 sub-

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advised



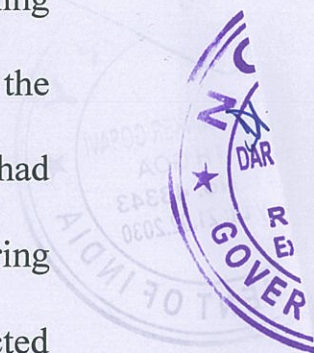
division No. 1 of Village Cavelossim, Salcete, Goa, originally belonging to the Fabrica of the Igreja, Cramona.

- b. That one Mr. Isodoro Passanha came to be declared as the Mundakar with respect to the said property and was looking after the said property for the landlords i.e. Fabrica of the Igreja, Cramona. The said Mr. Isodoro Passanha had constructed a structure in the said property admeasuring 190.00 sq. mts., and that the said structure came to be reflected on the Survey Plan. That the said structure came to be utilized a mundkarial structure by the said Mr. Isodoro Passanha. And that the name of the said Mr. Isodoro Passanha can be seen reflected on the Manual Form I and XIV of the said property bearing Survey No. 54/1 of Village Cavelossim, Salcete Goa in the Other rights column.

Copy of Survey Plan and Manual Form I and XIV are hereto annexed and marked as "ANNEXURE A-COLLY".

- c. That, on 14.11.1981 the said Mr. Isodoro Passanha obtained NOC from the Village Panchayat of Cavelossim for

Isodoro
Passanha



reconstruction of the structure and that the said Village Panchayat inters of Communication dated 14.11.1981 bearing Ref. No. VPC/81/458 was pleased to issued NOC to the said Mr. Isodoro Passanha for reconstruction of the structure. Thereby establishing the fact that the structure was standing prior to 1981 on the said property admeasuring 190.00 sq. mts. And that the Structure standing on the said property was granted Panchayat House registration No. 338/B and the structure has been standing in the said property since the year 1977-78.

Copy of the No Objection Certificate issued by the Village Panchayat of Cavelossim dated 14.11.1981 bearing Ref. No. VPC/81/458 is hereto annexed and marked as "ANNEXURE B". Copy of Information received under RTI dated 01.09.2016 is hereto annexed and marked as "ANNEXURE C"

- d. That, on 22.07.1993 the said Mr. Isodoro Passanha entered into an Agreement for sale with one Mrs. Jonita Coutinho, and that interms of the said agreement, the said Mr. Isodoro Passanha agreed to transfer all his mundkarial right and share in the said property in favour of Mrs. Jonita Coutinho.

Copy of Agreement for Sale dated 22.07.1993 is hereto annexed and marked as "ANNEXURE D".

Isodoro



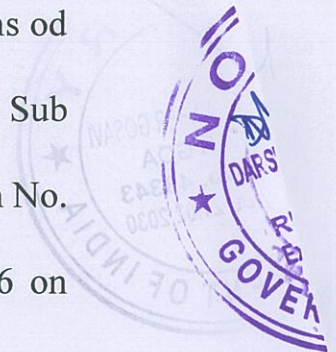
e. That, interms of the said Agreement for sale entered into by Mr. Isodoro Passanha with Mrs. Jonita Coutinho, the said landlord of the said property, Fabrica of the Igreja, Carmona, sold and transferred all their right, title and share qua the 190.00 sq. mts., in favour of Mrs. Jonita Coutinho interms od Deed of Sale dated 07.09.1993 registered with the Sub Registrar's Office of Salcete at Margao under registration No. 2377 at pages 24 to 36 of Book no. I volume No. 326 on 04.12.1993.

Copy of Deed of Sale dated 07.09.1993 is hereto annexed and marked as "ANNEXURE E"

f. That, thereafter upon the purchase of the said property the name of Mrs. Jonita Coutinho came to be reflected in the Form I and XIV of the property bearing Survey No. 54/1 of Village Cavelossim, Salcete Goa.

g. That, interms of Deed of Sale dated 18.11.1996, registered with the Sub Registrar's Office of Salcete under registration No. 2741, at pages 240 to 256 of Book No. I, Volume No. 677

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on 09.12.1996, the said Mrs. Jonita Coutinho sold and transferred all her right title and share in the said property admeasuring 190.00 sq. mts., along with the structure standing thereon to one Mr. Mr. Walter Josef Egle (respondent no. 1 herein)

Copy of Deed of Sale dated 18.11.1996 is hereto annexed and marked as "ANNEXURE F".

- h. On 05.02.2014 a complaint came to be filed against the Respondent no. 1 herein before the Respondent No. 2 Authority for illegally constructing structure in the said property and interms of the same a hearing came to be conducted by the Hon'ble Authority and Order came to be passed bearing Ref. No. GCZMA/ILLE-COMPL/13-14/64/2472 dated 24.03.2017, directing demolition of structure, which subsequently came to be challenged before this Hon'ble Court. And that this Hon'ble Court vide its order dated 14.12.2018 in Appeal No. 16 of 2017(WZ) in (M.A. No. 117/2017) was pleased to dismiss the Appeal. Subsequently the said order came to be executed by the concerned authority



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and the subject matter structure was demolished and a compliance report came to be filed on 26.08.2019.

- i. That on 10.05.2022 another complaint came to be filed by the Appellant herein that the Respondent No. 1 had carried out illegal construction whereas in fact the respondent No. 1 had merely erected a temporary structure on the same plinth that had been shown on the survey Plan. Post filing of the complaint a site inspection came to be carried out. Thereafter the Respondent No. 2 was pleased to direct demolition of the structure of the Respondent No. 1 vide its Order bearing Ref. no.GCZMA/Appealno16/2017/M.A.no117/2017/WZ/NGT/17/740 dated 29.05.2024. The said direction has been duly complied with. The Order dated 29.05.2024 records liberty granted to the Respondent No. 1 herein, which permits the respondent No. 2 to Approach the GCZMA with clean hands if there are any intentions to reconstruct the demolished house as per the plinth area which is reflected in the Survey plan. Against such liberty the present Appeal has ben filed.

Dalwallo



7. I say that I am not dealing with para-wise with each and every contention raised in the present Appeal and deny each and every averment set out by the Appellant in the present Appeal. Any contention raised in the present Appeal, if not specifically dealt-with and/or denied by me herein, may therefore not be deemed to have been admitted for lack of specific denial or traverse.



8. That with respect to contents of Para No. 1 and 2 the same are not denied as being matters of fact.

9. With respect to contents of Para No. 3 the contents there are denied in the manner they have stated.

10. With respect to the contents of Para No. 4 the contents thereof are denied in the manner in which they are stated. It is stated that the Hon'ble National Green Tribunal simpliciter dismissed the Appeal filed by the Respondent No. 1 herein. It is pertinent to state that neither the Order of GCZMA or the Order of this

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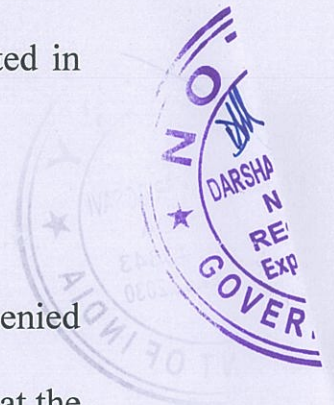
Hon'ble Tribunal says anything of the existing plinth at the subject matter property.

11. With respect to contents of Para No. 5 to 10 are not denied as being material facts on record, however, the contents therein to the extent the same are inconsistent to what has been stated in para 6 above.

12. With respect to contents of Para 11 the contents thereof are denied in totality. It is stated that the contention of the Appellant that the Authority did not take into consideration earlier NGT orders is clearly fallacious inasmuch as the said Order were in the content of the structure on the subject matter property was constructed without prior approval of the GCZMA. Those orders did not have anything to do with the exitance of the plinth area as recorded in the present order.

13. The answering respondents' states that ground raised in the present Appeal are without any substance and/or merit. In any event of the matter the contents of the ground are denied to the

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extent they are contrary/inconsistent with what has been stated hereinabove by the answering respondent. It is specifically denied that impugned Order is contrary to law and previous orders of this Hon'ble Tribunal. It is stated that earlier Orders in no manner dealt with existence of plinth at subject matter property and earlier Orders were concerned only qua the structure which was constructed on the subject property allegedly without prior permission of the Authority.



14. I say that the Appellant herein has failed to establish the fact as to why liberty granted to the Respondent no. 1 herein by the respondent No. 2 authority contrary to any law and /or in contravention any statute. Despite the Respondent No. 1 time and time again establishing fact that the structure in question has been demolished as on date and that the structure has been shown on the Survey Plan and that the Respondent No. 1 can reconstruct as per plinth established after obtaining permission from GCZMA.

15. The answering respondent states that Appellant is not entitled for any relief in the matter leave alone relief claimed in the captioned

Darshan

SERIAL NO. DATED
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 BY
 WHO IS IDENTIFIED BEFORE ME
 BEFORE ME BY

DARSHAN P AINKER GOSAVI
 ADVOCATE & NOTARY
 GOVT. OF INDIA
 Reg. No. 43343

Appeal. In above conspectus the present Appeal is without any merit and liable to be dismissed and accordingly be dismissed.

16.I say that contents of aforesaid paragraph 1(part), 4(part), 5(part), 6, 10(part), 12(part), 14(part) & 15 are based on facts to my personal knowledge, and contents of para 1(part), 2, 3, 4(part), 5(part), 7, 8, 9, 10(part), 11, 12(part), 13 & 14(part) are legal submissions which I believe to be true.

Solemnly affirmed at Panaji
On this 22nd day of March, 2025

Varun
RESPONDENT NO. 1
Through his POA
MR. VARUN CARVALHO

Identified by me:

[Handwritten Signature]

Advocate for Respondent no. 1

Adv. G. Kerkar

SOLEMNLY AFFIRMED AND VERIFIED
BEFORE / ME BY *Mr. Varun Carvalho*

WHO IS IDENTIFIED BEFORE / ME
BY *Adv. G. Kerkar*

WHOM I KNOW
SERIAL No. *29* DATED *22/3/2025*

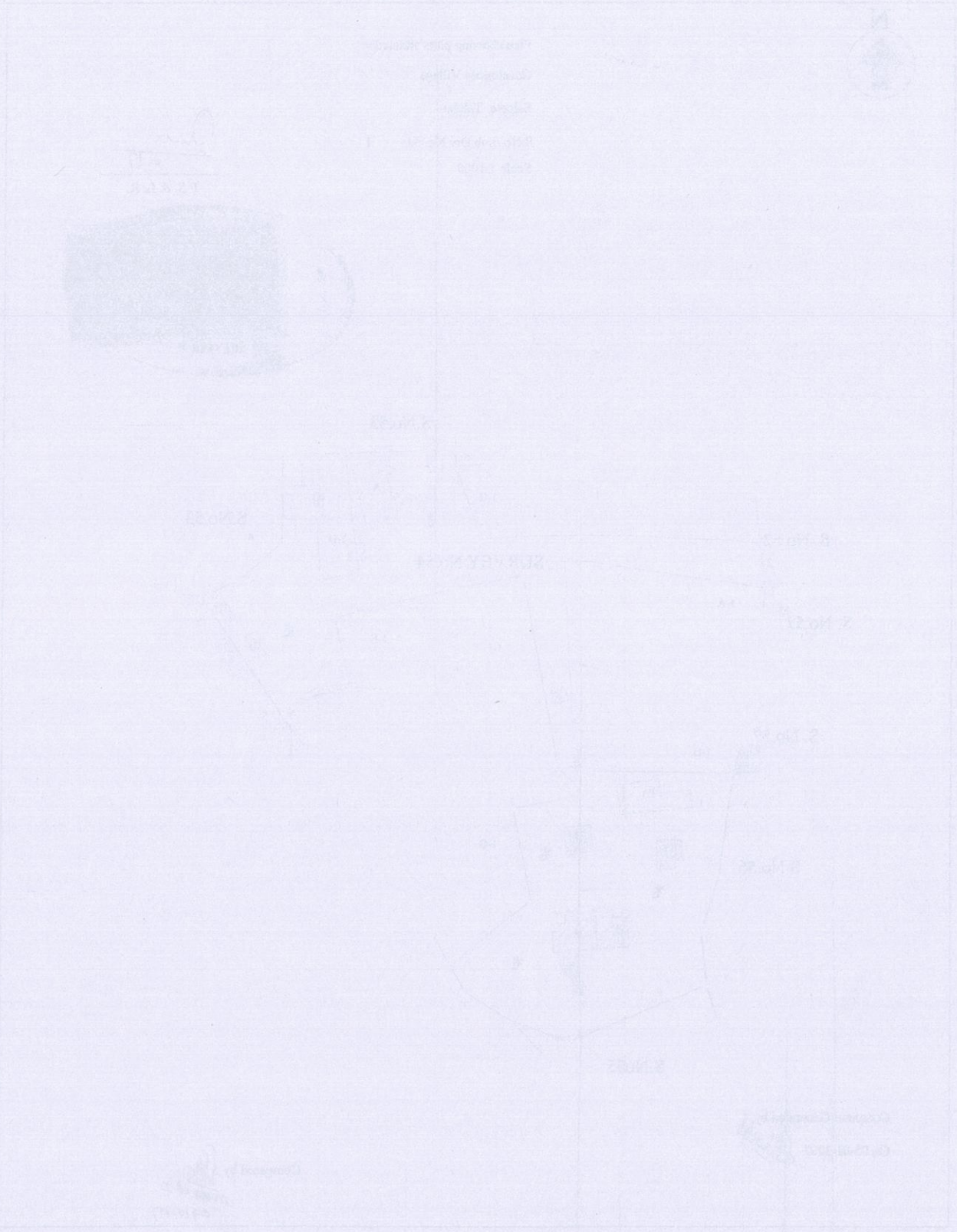
DARSHAN P. AINKER GOSAVI
ADVOCATE & NOTARY
GOVT. OF INDIA
Reg. No. 43343



12



GOVERNMENT OF INDIA
Ministry of Agriculture and Irrigation
Office of the Director, Extension and Training
New Delhi

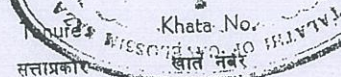


TRUE XEROX COPY

Name of the Field *Vitaboni Agor*
शेत्याचे नांव

FORM No. I & XIV

मनुना नं. १ व १४



Village *Cavelossim*

गावाचे नांव

Survey Number *54*

Sub. Div. Number *1*

सत्ताप्रकार

Khata No.

Taluka *Saleeb*

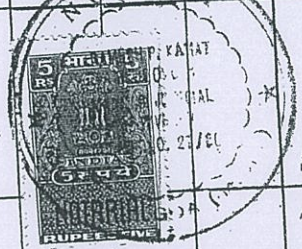
तालुका

सर्व्हे नंबर

हिस्सा नंबर

I Cultivable Area लागण क्षेत्र	Ha. Ars. हे. आर.	Name of the Occupant कबजेदाराचे नांव	Mutation No. फेरफार नं.	Name of the Tenant कुळाचे नांव
(a) Dry Crop.....जिरायत	01-21-00	<i>Fabrice de Agreja de Cavelossim</i>		NIL
(b) Garden.....बागायत		<i>Theresea Rodrigues e Pereira</i>	(135)	
(c) Rice.....तरी		<i>Luaciule Ferrao e Rodrigues</i>	(179)	
(i) Khajan.....खाजण		<i>Anthony Anacleto Fernandes</i>	(204)	
(ii) Ker.....केर		<i>Geraldo Fernandes</i>		
(iii) Morad.....मोरड		<i>Maria Lilia D'Alva</i>	(206)	
Total Cultivable Area	01-21-00	<i>Sebastian Coutinho</i>	(210)	Other rights इतर हक्क Name of the person holding rights and nature of rights इतर हक्क धारण करणाऱ्याचे नांव व हक्काचा प्रकार
II. Un-Cultivable.....नापिक		<i>Francisco Raimundo Rebelo</i>	(215)	<i>Walter Josef Egle</i>
Pot-Kherab.....पोट खराब	0-07-50	<i>Gilbert Laurcinho Rebelo</i>	(216)	<i>A. Fiedel Furtado, Rogeiano Furtado, Jose Arie Furtado</i>
(a) Class (a).....बर्ग (अ)	0-02-85	<i>Exaltacao Louialdo e Rebelo</i>	(217)	<i>B. Jose Francisco Juicio P. Vasimentos</i>
(b) Class (b).....बर्ग (ब)	0-00-95	<i>Joacila Coutinho</i>	(175)	<i>Furtado H. N. 2, P. Ringuell</i>
Total Un-Cultivable	0-27-50	<i>Josac Anacleto Furtado</i>	(221)	<i>Josac Anacleto Furtado</i>
Grand Total	01-48-50	<i>Walter Josef Egle</i>	(268)	<i>Josac Anacleto Furtado</i>
Assessment	Rs. P. च. वे.			<i>Jose Antonio Passalhe</i>
Foro	फोर			<i>E. E. P. Rodrigues</i>
Predial	प्रेदियाल			<i>Benedicto R. Rodrigues</i>
Rent	रेंट			<i>Lobranco Romedo</i>
				<i>H. Filipina Furtado</i>

Year वर्ष	Name of Cultivator लागण करणाऱ्याचे नांव	Mode रीत	Season मौसम	DETAILS OF CROPPED AREA पिकासाठी क्षेत्राचा तपशील				Source of Irrigation सिंचनाचा प्रकार	Remarks शेरा
				Name of Crop पिकाचे नांव	Irrigated बागायत	Unirrigated जिरायत	Land not available for cultivation नापिक जमीन		
1970-71	<i>Copy ready on 10/12/78</i>								
	<i>Copy delivered on 10/12/78</i>								
	<i>Advance paid No. 7</i>								
	<i>(Rate Rs. 406/70)</i>								
1971-72	<i>Total Rs. 406/70</i>								
	<i>Copied by</i>								



TRUE COPY OF THE ORIGINAL

Compared by *Cavelossim*
Talathi of *Cavelossim*

B. P. KAMAT HALDONGA
NOTARY
MARGAO - GOA

21



No.	Name	Rank	Remarks
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Office of the Village Panchayat

CAVELOSSIM

(Salcete - Goa)

Ref. No. VPC SI/458

Date 14th November 1981

NO OBJECTION CERTIFICATE

This is to ~~xxx~~ certify that this Panchayat has no objection to the reconstruction of the hut-store situated at ~~Ward~~ Passos, Cavellossim, opposite the ferry point and at present occupied by Shri Isidoro Passanha, ~~xxx~~ situated in the property owned by the Fabrica of Carmena Church.

This certificate is issued at the request of ~~(Shri Isidoro)~~ Shri Isidoro Passanha who intends to reconstruct the same.

The reconstruction, shall, however, be in accordance to the existing building rules.

J. C. Rodrigues

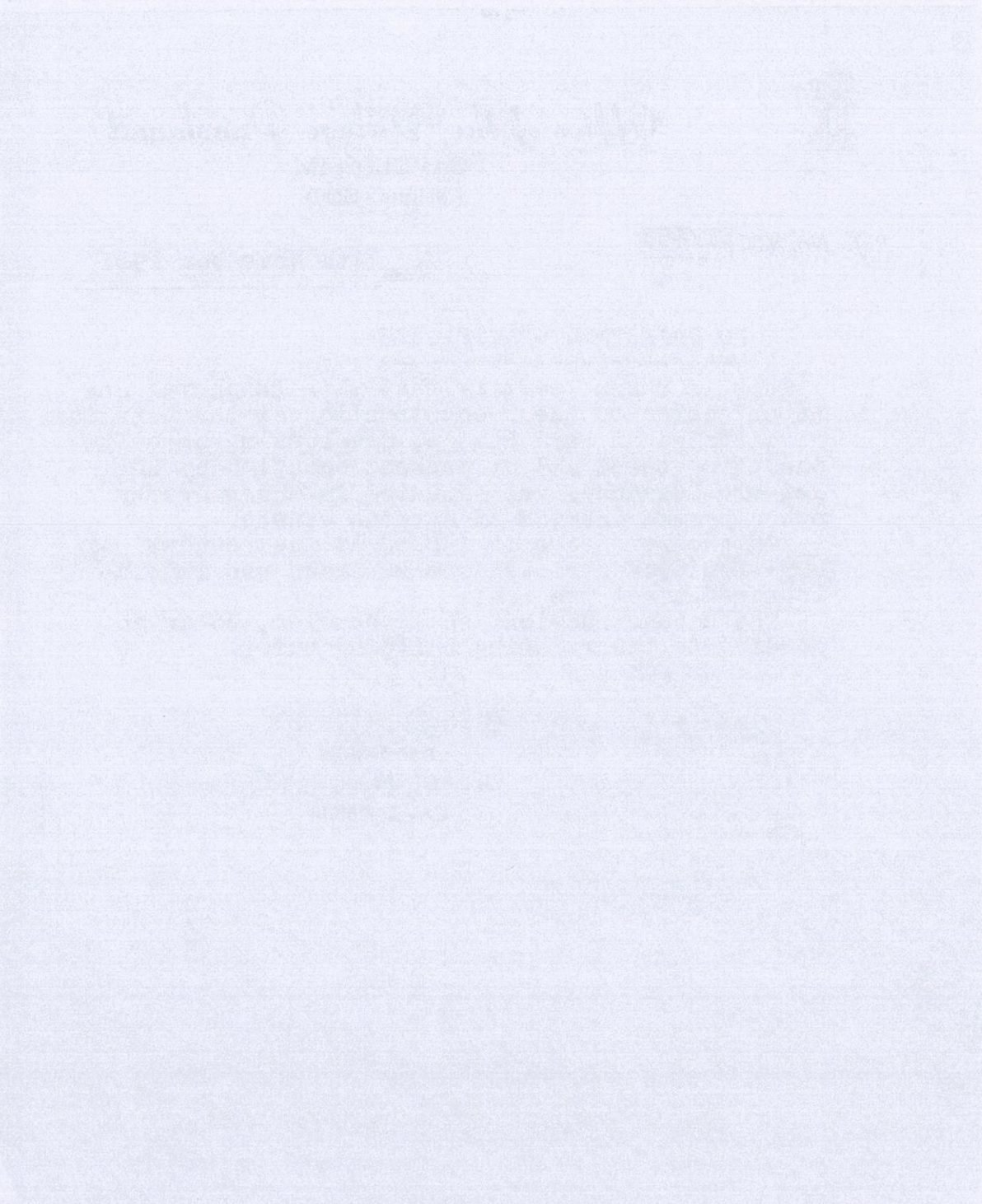
(J. C. RODRIGUES)

SARPANCH
VILLAGE PANCHAYAT
CAVELOSSIM



Isidoro

PI



Handwritten scribble or signature at the bottom of the page.



Office of the Village Panchayat

CAVELOSSIM

Salcete - Goa,
Pin Code - 403 731

18

Ref. No. VP/CAV/ 2016 - 2017/449

Date: 1/9/2016

To

Shri. Varun Carvalho
Shop No. 14, Micon Arcade, Cavelossim,
Salcete, Goa

Sub: - Information under Right to information Act.

Sir

With reference to your application dt nil on the above subject I am furnishing the information Sr. No. wise from 3.b.i to 3.b.iii after verifying the Panchayat records.

1. Regarding Sr. No. 3.b.i):- House No. 338/B is registered in Walter Egle's name in the Registrar of house tax maintained by the Village Panchayat of Cavelossim of Passos ward.
2. Regarding Sr. No. 3.b.ii):- H.No. 338/B was registered in the year 1977-1978
3. Regarding Sr. No. 3.b.iii):- No, The said premises bearing H.No. 338/B is not registered for Trade Tax in records of V.P. Cavelossim.

This is for your information.



Yours faithfully

(Signature)
(Paresh Rane)
Secretary
V.P. Cavelossim



Office of the Village Tahsildar

18

AVARJANAH
Belgaum - Dist
Pin Code - 587 12

ಶ್ರೀ ಎಂ. ಎಸ್. ಶರಣ್ - 2017/18

ದಿನಾಂಕ: 18/12/2017

ಶ್ರೀ ಎಂ. ಎಸ್. ಶರಣ್
ಶ್ರೀ ಎಂ. ಎಸ್. ಶರಣ್
ಶ್ರೀ ಎಂ. ಎಸ್. ಶರಣ್

ಶ್ರೀ - Information under Right to Information Act

ಶ್ರೀ

With reference to your application dt dt on the above subject I am
regarding the information of Mr. who from 3.1.17 to 3.31.17 after changing
the property record.

1. Regarding Sr No. 1587 - House No. 1587 is registered in Water Rate
name in the Register of House tax maintained by
the Village Tahsildar of Belgaum District.

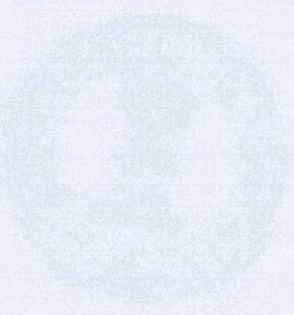
2. Regarding Sr No. 1587 - House No. 1587 was registered in the year 1977

3. Regarding Sr No. 1587 - The said premises bearing H.No. 1587 is
registered for State Tax in records of V.L. Belgaum.

This is for your information.

Yours faithfully

Village Tahsildar
Belgaum District



20 Rs.



AGREEMENT OF SALE

THIS AGREEMENT is made at Margao, Goa, on this 22nd day of July, in the year nineteen hundred and ninety three ;

BETWEEN

1. SHRI. ISIDORIO PASSANHA, age 62 years, son of late Custodio Passanha, bussinessman, married, Indian National, resident of Passoas Cavelossim, Salcete, Goa, (hereinafter called the VENDOR)

A N D

2. SMT. JOANITA COUTINHO, age ³⁷~~48~~ years, daughter of late Miguel Santana Furtado and wife of Tony Coutinho, housewife, married, Indian National, resident of Passoas, Cavelossim, Salcete, Goa, (hereinafter called the PURCHASER).

Isidorio Passanha
Coutinho

20P

2652

29/6/93

20

Anthony Lucas

Margio

The PROSPECTIVE VENDOR is the lawful and absolute owner of the shop/structure situated in the part of property known as "PASSOS" Plot shown as "D" surveyed under No. 54/1 of village Cavellossim, Taluka of Salcete, admeasuring an area of 190.00 square metres. The said part of property (PLOT "D") is described in the Land Registration Office of Salcete under No. 1338 and enrolled in the Land Revenue Office of Salcete under No. 33973.

WHEREAS the PROSPECTIVE PURCHASER has approached the PROSPECTIVE VENDOR and expressed her willingness to purchase the said part of property admeasuring an area of 190.00 square metres from the landlords the Fabrica of Carmine Church for the sum of Rs. 10,450.00 (Rupees ten thousand and four hundred fifty only).

Isidoro...
...

...3/-



.... 3

AND WHEREAS, the PROSPECTIVE PURCHASER has paid an amount of Rs. 10,450.00 (Rupees ten thousand four hundred and fifty only), today on signing this Agreement by cash which is to be paid to the Church of Carmona.

The PROSPECTIVE VENDOR gives and issues all the rights to the PROSPECTIVE PURCHASER the said Plot "D" admeasuring an area of 190.00 square metres of the above said property.

Isidoro Passanha
gentil

....4/-

2633

29/1/78

Anthony Lucas
Marguo

4

IN WITNESS WHEREOF the parties to this Agreement have hereunder set their hands and signatures on the day, month and year hereinabove first written, in the presence of Witnesses.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROSPECTIVE VENDOR :

SIGNED AND DELIVERED BY THE WITHIN NAMED PROSPECTIVE PURCHASE :

Isidoro Passanha

J. Coutinho

1. (SHRI. ISIDORIO PASSANHA)

2. (SMT. JOANITA COUTINHO)

WITNESSESS : 1.

2. *J. Coutinho*

TRULY EXACT COPY



Serial No. 1720
 Presented at the Office of the
 Sub-Registrar of Margao
 between the hours of 12.00
 and 12.30 on 7/9/19 93.

Stamp Duty	Rs. 130-00
Registration Fee	30-00
Postage	3-00
Total Rs.	163-00

Devita Carmona

SUB-REGISTRAR
MARGAO

SUB-REGISTRAR
MARGAO



DEED OF SALE

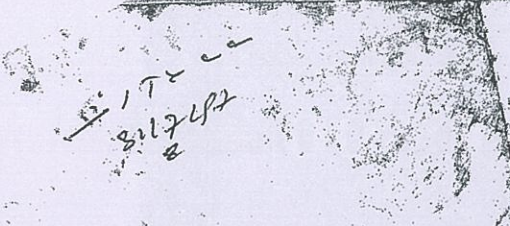
THIS DEED OF SALE is made at Margao, Goa, on this 7th day of September, in the year Nineteen Hundred and NINETY THREE;

BETWEEN

1. The FABRICA DA IGREJA DE CARMONA represented by its members :

24

YR... MO... 19...



Serial No. 782 Place of issue: MARCAO Date: 6-29
 Value of Stamp Paper: 501
 Name of Purchaser: [Signature]
 Residence: [Signature]
 Purpose: [Signature]

As there is no one... the value of
 Rs. 640... paper for the
 completion of the value is... through.

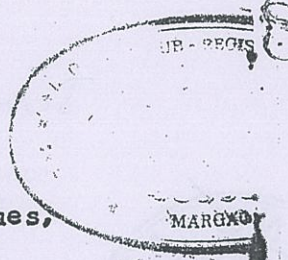
Signature of stamp vendor: [Signature] Signature of: [Signature]

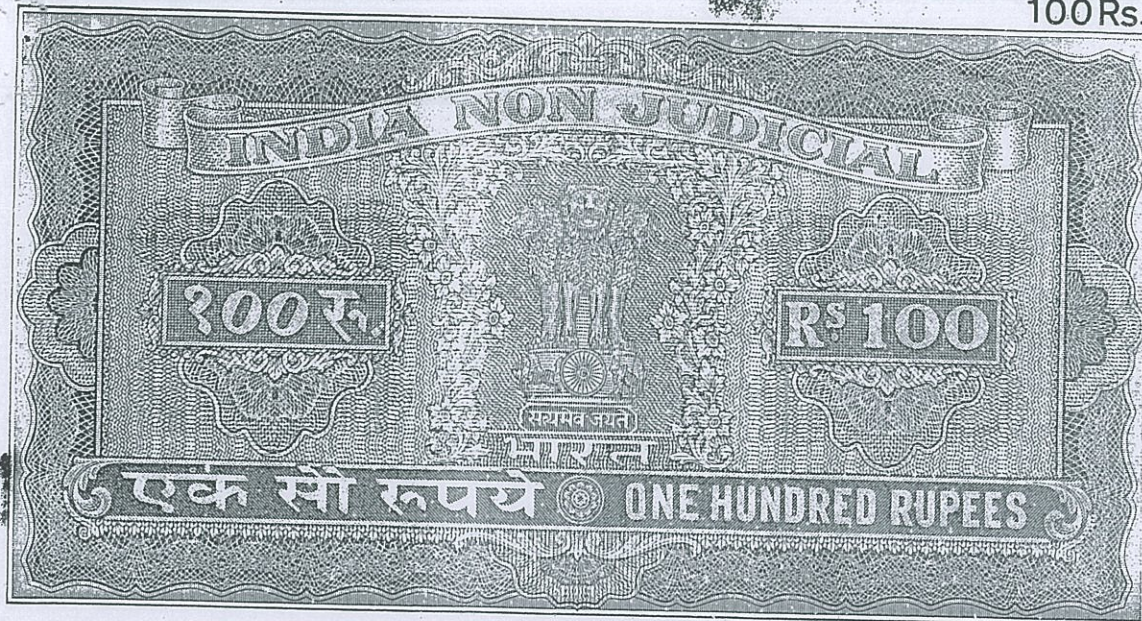
(2)

- (a) Rev. Fr. FRANCISCO D'MELLO, age 51 years, Pres-
bitor, son of late Joao D'Mello, resident of
Carmona, Salcete, Goa, as PRESIDENT;
 - (b) Shri AITINHO RODRIGUES, age 45 years, married,
Electrician, son of late Francisco Xavier Rodrigues,
resident of Carmona, Salcete, Goa, as TREASURER;
 - (c) Shri JOAQUIM ANTONIO VIEGAS, age 71 years, married,
Retired, son of late Jose Mario Viegas, resident
of Carmona, Salcete, Goa, as ATTORNEY;
- (hereinafter called "the VENDORS", which expres-
sion shall, unless it be repugnant to the context
or meaning thereof, be deemed to include their
heirs, executors, administrators, legal representa-
tives and/or assigns) of the FIRST PART;

A N D

2. Smt. JOANITA COUTINHO, age 40 years, married,
housewife, daughter of late Minguel Santano Fur-
tado and wife of TONY COUTINHO, resident of Passos,
Cavelossim, Salcete, Goa, (hereinafter called "the





(3)

PURCHASER", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include her heirs, executors, administrators, legal representatives and/or assigns) of the OTHER PART.

All the Parties are Indian Nationals.

WHEREAS the VENDORS have represented to the PURCHASER that :

- (a) The VENDORS are the exclusive lawful owners in possession of the property described in SCHEDULE "A" hereto.
- (b) The title of the VENDORS to the said property described in SCHEDULE "A" hereto is valid, legal, clear, marketable and subsisting.
- (c) There is no litigation or proceedings pending in any Court or Tribunal in respect of the said part



Serial No. 78 Place of value 623
 Value of Stamp Paper 211
 Name of Party [Signature]
 Residence [Signature]
 Purpose [Signature]

As there is no one 648 for the value of
 As 648 stamp paper for the
 completion of the value is attached alongwith.

Signature of stamp vendor Signature of

(4)

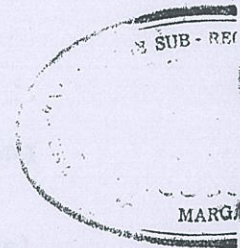
of property described in SCHEDULE "B" hereto.

(d) The part of property described in SCHEDULE "B" hereto is absolutely free from encumbrances.

(e) There are no difficulties and/or otherwise for sale, free from encumbrances of the said property described in SCHEDULE "B" hereto.

(f) The said part of property surveyed under No.54/1, of Village Cavelossim, Taluka of Salcete, more particularly described in SCHEDULE "B" hereinafter has not been leased or agreed to be sold to any other person or persons.

(g) The VENDORS have separated and disannexed the said part described in SCHEDULE "B" from the original property described in SCHEDULE "A" and designated the same as PLOT "D" which as a separate and distinct unit or property is more particularly shown with its boundaries marked in red colour in the copy of the PLAN annexed hereto which forms part of the Deed.





(5)

(h) The said PLOT "D" shown in the annexed plan is forming the said plot into a distinct and independent property more particularly described in SCHEDULE "B" hereinafter.

(i) The said property described in SCHEDULE "A" hereto is occupied totally by mundkars and tenants and has been made into plots only for the purpose of dividing the same between the said mundkars.

WHEREAS the VENDORS are lawful, absolute and exclusive owners and possessors of the said landed property known as "PASSOS" surveyed under No. 54/1, of Village Cavelossim, Taluka of Salcete, situated at Cavelossim, within the jurisdiction of the Village Panchayat of Cavelossim, South District and State of Goa and described in the Land Registration Office of Salcete under No. 33973 and enrolled in the Land Revenue Office under Matriz No. 1338 and bounded on the EAST by River Navigation, WEST by water drain known as Vitol de Comunidade, NORTH by the property of Julio Aires Gomes and water drain of Maria Anuciacao da Costa and others, and SOUTH by 'Tarichem Cassanha da Communi-



Serial No. 82 Place of vendor: ARSAD, DIST. K-29
 Value of Stamp Paper: 20/-
 Name of Purchaser: [Signature]
 Recipient: [Signature]
 Purpose: [Signature]

As there is no one else for the value of Rs. 20/- additional stamp paper for the completion of the value is attached alongwith.

Signature of Stamp Vendor: [Signature] Signature: [Signature]

(6)

'dade' now belong to Gomes of Varca, more particularly described in SCHEDULE "A" hereinafter mentioned and referred to as "the said Property".

AND WHEREAS the VENDORS have agreed to sell to the PURCHASER a portion of said property shown in the SCHEDULE "B" admeasuring an area of 190.00 square metres, denominated as PLOT "D" in the annexed plan with its dimensions (which plan will form an integral part of the present Deed of Sale). This portion is disannexed from the said property and is bounded as under : NORTH by 10.00 metres wide P.W.D. road with a dimension of 12.50 metres, SOUTH by the Plot "E" to with the dimensions of 2.00 metres, 2.00 metres and 2.50 metres, EAST by the River Sal with a dimension of 21.50 metres and WEST by Plot "O" with a dimension of 18.50 metres.

AND WHEREAS the VENDORS have agreed to sell to the PURCHASER the said part of property (PLOT "D") surveyed under No.54/1, of Village Cavelossim, Taluka of Salcete.



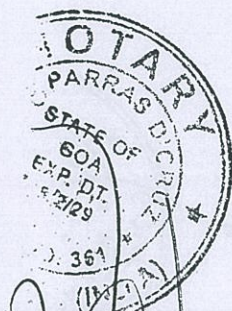


(7)

AND WHEREAS the VENDORS have agreed to sell and the PURCHASER has agreed to buy from the VENDORS the part of property (PLOT "D") described in SCHEDULE "B" hereto.

NOW THIS DEED OF SALE WITNESSETH as follows :-

NOW, that in pursuance of the above agreement and in consideration of the total sum of Rs.7,600.00 (Rupees Seven thousand and six hundred only) paid by the PURCHASER to the VENDORS the receipt whereof the Vendors do and each of them doth hereby acknowledge and admit and of the same forever release and discharge the PURCHASER, THE SAID VENDORS as beneficial owners thereof, do hereby grant, sell, convey, assign, assure and transfer the (PLOT "D") of property fully described in SCHEDULE "A" hereinafter by way of SALE unto the PURCHASER all the above said part of property, described in SCHEDULE "B" hereto and more particularly delineated in the plan annexed of the above said part of property, together with all trees, hedges, water courses, liberties, easements, ways, paths, passages,



Serial No. 697 Date of sale 6-9-99
 Value of Sale 727
 Name of Vendor [Signature]
 Name of Purchaser [Signature]
 Plot No. 47

As there is no one single lot for the value of Rs. 640 additional amount for the completion of the value is attached alongwith.

Signature of Vendor [Signature] Date [Signature]

(8) (7)

appurtenances and rights, titles, interest, claims and demands whatsoever of the VENDORS in or to the above said part of property to HAVE, HOLD, OWN and ENJOY the same forever to the PURCHASER her heirs, administrators and assigns absolutely.

The PURCHASER may hereinafter peaceably and quietly possess the above said part of property conveyed without any claims or demands whatsoever from the VENDORS or any person or persons claiming through or under them.

The VENDORS shall indemnify and keep indemnified the PURCHASER from or against any loss, encumbrances, charges, defects and equities whatsoever.

The above said part of property (PLOT "D") is free from encumbrances, claims and defects whatsoever and that the VENDORS have absolute authority to convey and sell the above said part of property in the manner aforesaid.



(9)

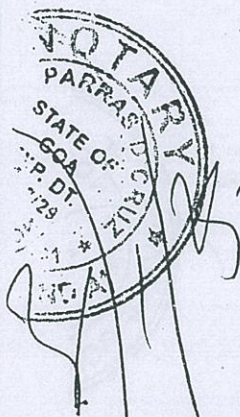
The VENDORS further cove-na-nt that they shall at the request and cost of the PURCHASER do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said part of property and every part thereof in the manner aforesaid and also putting the PURCHASER in full possession of the same according to the true intent of this Deed.

SCHEDULE "A"
OF THE ENTIRE PROPERTY

All that Rustic landed property known as "PASSOS", surveyed under No. 54/1 of Village Cavelossim, Taluka of Salcete, situated at Cavelossim, within the jurisdiction of Village Panchayat of Cavelossim, Sub-District of Salcete, South District, State of Goa, described in the Land Registration Office of Salcete under No. 33973 and enrolled in the Land Revenue Office under Matriz No. 1338, as such bounded on the EAST by River Navigation, WEST by water drain known as 'Vitol de Comunidade; NORTH by the property of Julio Aires Gomes and water drain of Maria Anuciacao da Costa and others, and SOUTH by 'Tarichem Cassanha da Comunidade' now belongs to Gomes of Varca.

SCHEDULE "B"
OF THE PROPERTY HEREBY SOLD

All that part and parcel of landed property known as "PASSOS", designated as "PLOT "D", admeasuring an area of 190.00 square metres and is now a distinct,



(10)

separate, independent and identifiable unit/property which is surveyed under No. 54/1, of Village Cavellossim, South District, State of Goa, described in the Land Registration Office of Salcete under No. 33973 and enrolled in the Land Revenue Office of Salcete under Matriz No. 1338 as such is bounded on the NORTH by 10.00 metres wide P.W.D. road with a dimension of 12.50 metres, SOUTH by the PLOT "E" with a dimension of 2.00 metres, 2.00 metres and 2.50 metres, EAST by the River Sal with a dimension of 21.50 metres and on the WEST by PLOT "O" with a dimension of 18.50 metres.

IN WITNESS WHEREOF both the parties have put their signatures on the day and year first above written in the presence of two attesting witnesses.

VENDORS

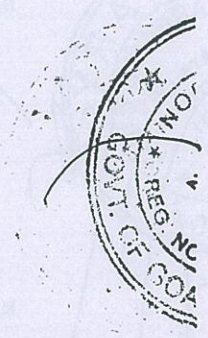
1. Fr. Francisco D'Mello
(Rev. Fr. FRANCISCO D'MELLO)

2. Altino Rodrigues
(Shri ALTINHO RODRIGUES)

3. Joaquim Antonio Viegas
(Shri JOAQUIM ANTONIO VIEGAS)

PURCHASER

4. Joanita Coutinho
(Smt. JOANITA COUTINHO)



(11)

WITNESSES :

1. Aleixo Isidoro Passalun

2. Joaquim Bauto

1 - The Fabrica De Igreja De Carmoens
represented by its members.

1 - Rev. Fr. Francisco Dimas S.J., presbiter,
Sto. Lázaro Dimas. No Carmoens.

2 - Sr. Albinho Rodrigues, Hrym, married
Bleemican, Sto. Lázaro Francisco Xavier Rodrigues
No Carmoens.

3 - Sr. Joaquim Antonio Viegas, Hrym, married,
Retired No Carmoens.

4 - Sr. Joaqui Coutinho, Hrym married, housewife
No Cavaleiros.

executing party

admits execution of the instrument
See deed

1 - Francisco Mello

1 - Alvaro Rodrigues

1 - Joaquim Antonio Viegas

1 - Jonita Coutinho

Margao, dated 7.9.1993

SUB-REGISTRAR
MARGAO



Handwritten signature and scribbles

Registered No. 2377
 at pages 24 to 36
 Book No. I Volume No. 326
 Date 9/12/93

~~Sub-Registrar~~



Date of return: 9/12/93

~~SUB-REGISTRAR
MARGAO~~



SITE & LOCATION PLAN OF A PLOT/D OCCUPIED BY
SMT. JOANITA COUTINHO, SURVEYED UNDER NO. 54/1,
OF VILLAGE CALVELOSSIM, TALUKA OF SALCETE.

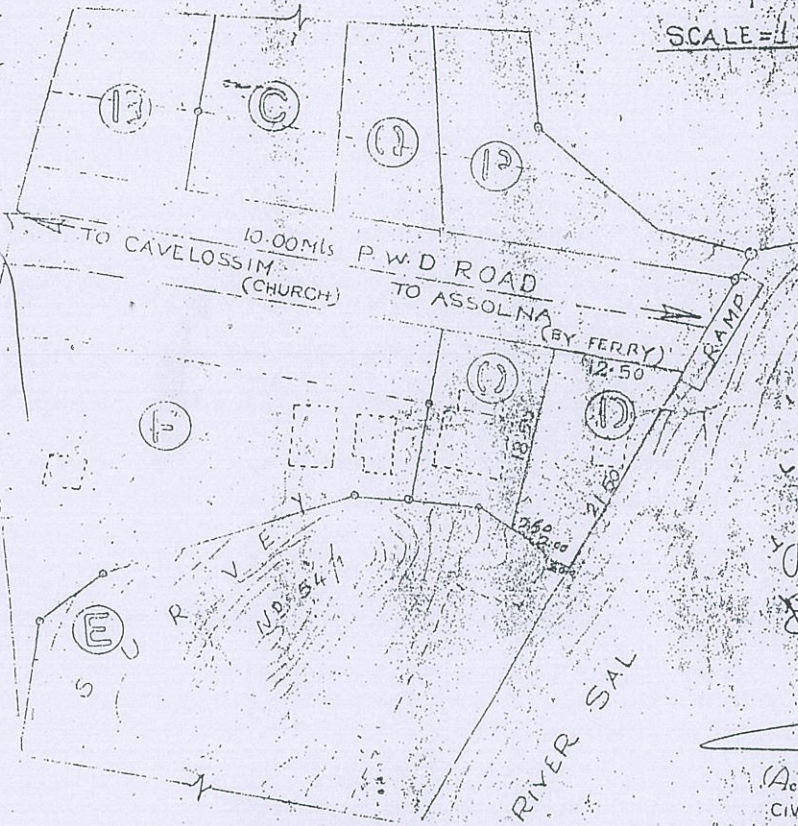
CERTIFIED TRUE COPY
of certify copy

AREA = 190.00M²

NOEL PARRAS D'CRUZ
NOTARY
Salcete Taluka (Reg. No. 361)
STATE OF GOA (INDIA)
332663757 9422696557
Reg. No. 6/2025
Date 02/01/2025

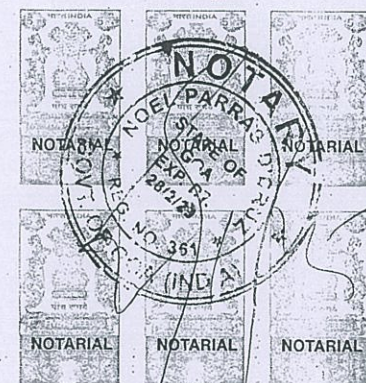


SCALE = 1:500



In the presence of
Achilles Rodrigues
Joaquim Antunes
Joanita

Achilles Rodrigues
ACHILLES RODRIGUES
CIVIL ENGINEER
Reg. No. W.D. Eng/1488
SPD/REG/05: 01/01/87
MPDA/ENG/10: 11/01/07
PDA/ENG/13: 11/01/04; CHC/ENG/14
BLOCK NO. 626, PULVADDO
BENAULIM, SALCETE - GOA
28/ 3/7/93



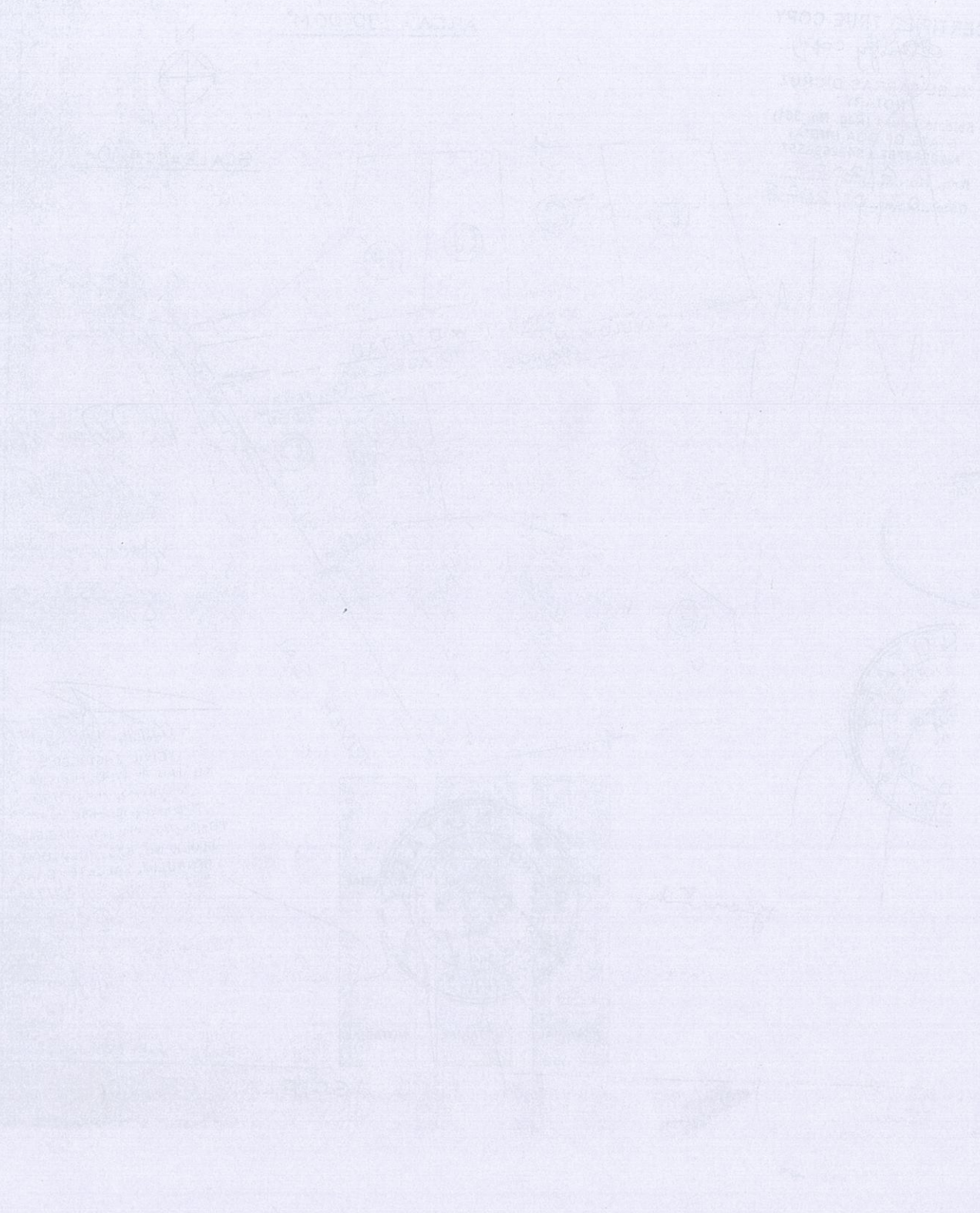
Joanita

AGC/PLAN FR-70

2e

THE NATIONAL ARCHIVES
COLLECTIONS DIVISION
1000 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20540

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SERIALS REPRODUCTION
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Serial No. 2863/16
 Presented at the Office of the
 Sub-Registrar of *W. P. S. Margao*
 between the hours of *10 am*
 and *12.00 P.M.* 18 96

[Handwritten signature]

**SUB-REGISTRAR
 MARGAO**

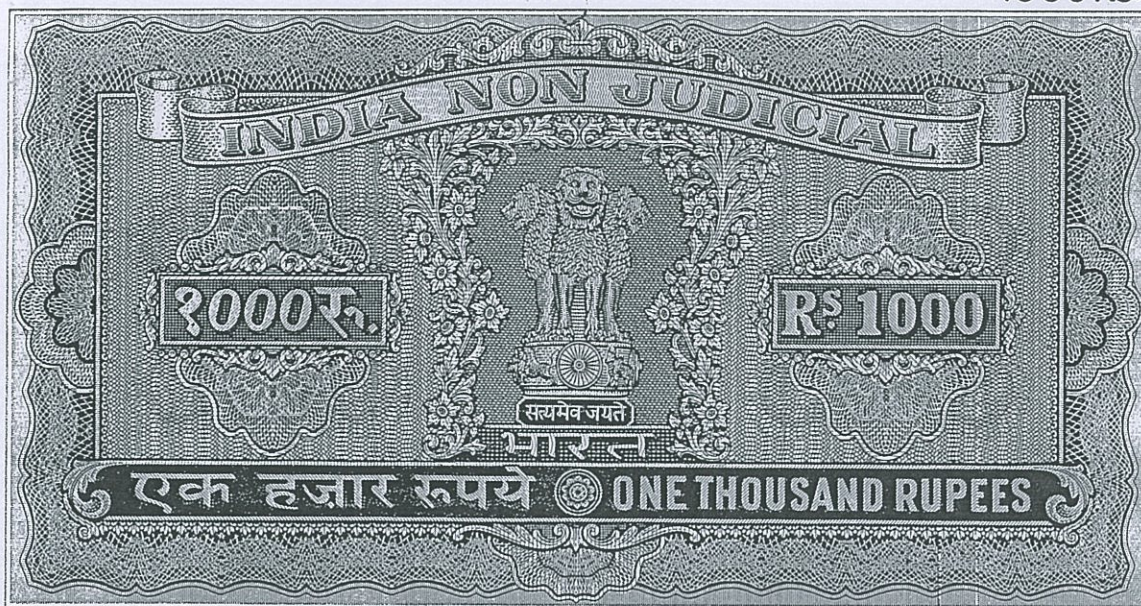
Received fees for: Rs. P.
 Registration 460.00
 Copying (Photos) 60 90.00
 Copying endorsements 300
 Postage
 Total Rs. 550.00

[Handwritten signature]

DEED OF SALE

**SUB-REGISTRAR
 MARGAO**

THIS DEED OF SALE made on this 18th day of



- 3 -

(which expression shall unless it be repugnant to the context or meaning thereof, wherever required, be deemed to include their heirs, successors, legal representatives, administrators, executors and/or assigns) of the ONE PART;

A N D

Shri WALTER JOSEF EGLE, son of Walter Anton Egle, aged about 46 years, Swiss National,

39

1113

141121

any

W. J. Vign

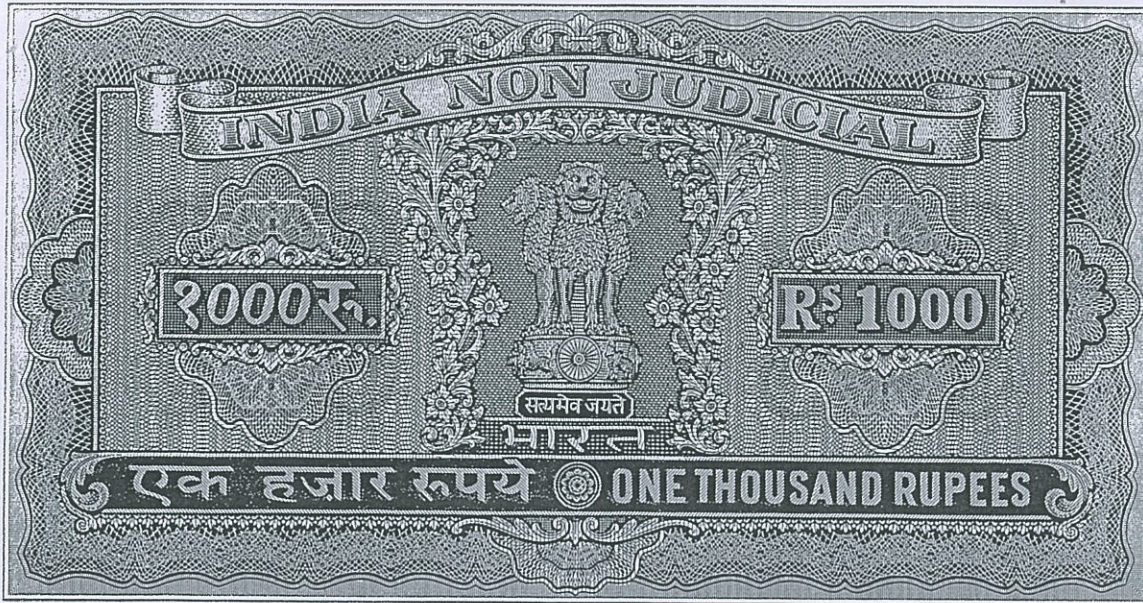
✓

- 4 -

resident of Cavelossim, Salcete, Goa, hereinafter referred to as "the PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof, wherever required, be deemed to include his heirs, successors, legal representatives, administrators, executors and/or assigns) of the OTHER PART.

WHEREAS the VENDORS are the owners in pos-





- 5 -

session and/or otherwise well and sufficiently entitled to a piece of land, namely, PLOT 'D', admeasuring about 190.00 square metres, being a part of the property surveyed under No. 54/1, situate in the village Cavelossim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete, at Margao, under No. 33973 and enrolled under Matriz No. 1334 in the Land

418

103)

141192

W. J. B. B. B.

W. J. B. B. B.

✓

Revenue Office at Margao; AND WHEREAS the said property alongwith the structures standing therein was purchased by the VENDORS vide the Deed of Sale dated 7.9.1993, registered at No.2377, at pages 24 to 36, Book I, Vol. 326 dated 9.12.1993, in the Office of Sub-Registrar at Margao; AND WHEREAS the VENDORS have agreed to sell, convey, transfer and assign the aforesaid property alongwith the structures standing therein





- 7 -

in 'as is' condition to the PURCHASER, for the total price and condition of Rs. 40,100/- (RUPEES FORTY XXXX THOUSAND ONE HUNDRED ONLY); AND WHEREAS the PURCHASER has already effected the payment of the aforesaid price and condition to the VENDORS;

The VENDORS are Indian Nationals and the PURCHASER is the National of Switzerland.

Handwritten signature: *Jasvinder*
W. G. S.

43

1931

14/1/91

Handwritten signatures and initials

32

Handwritten signature

signature of purchaser

- 8 -

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH
as under :

1. That in consideration of the payment of
the sum of Rs. 40,100/- (RUPEES FORTY ~~KROOK~~
THOUSAND ONE HUNDRED ONLY) paid by the PURCHASER
to the VENDORS, the receipt whereof the VENDORS
do hereby admit and acknowledge and each of them
DOTH and for the same forever acquit, release and

Handwritten signature
Bantika
M. J.

Stamp



- 9 -

discharge the PURCHASER, the said VENDORS as the beneficial owners do hereby convey, sell, transfer, grant, assign and assure UNTO the PURCHASER, free from any encumbrances, liens and charges whatsoever all that piece and parcel of land mentioned hereinabove and more particularly described in the SCHEDULE "A" annexed hereto, TOGETHER WITH the ways, paths, passages, privileges, water courses, easements, rights, member and appurtenances whatsoever to the aforesaid

45

1135- 171191
 serial NO. Place of issue: MANGAO, Cebu
 Value of Stamp Paper: P 2.00
 Name of Purchaser: Mrs. [Signature]
 Address: [Signature]
 Date: 3-2
 Signature of Vendor: [Signature]

property belonging or in any way appurtenant
 or usually held or occupied therewith or reputed
 to belong or be appurtenant thereto and all the
 estates, rights, title, interest, claim, demand
 whatsoever of the VENDORS to the said property
 hereby conveyed, transferred and assured and every
 part thereof TO HAVE AND TO HOLD the same to the
 PURCHASER absolutely and forever.



- 11 -

2. The VENDORS and all the persons claiming under them do hereby covenant with the PURCHASER that the VENDORS are lawfully seized and possessed of the aforesaid property free from any encumbrances and defects whatsoever and that they have full powers and absolute authority to sell the said property.

3. The PURCHASER shall hereafter peacefully

- 13 -

for further and more perfectly conveying and assuring the said property hereby conveyed and every part thereof in the manner aforesaid as also putting the PURCHASER in possession of the same according to the true intent and meaning of this Deed.

SCHEDULE "A"

All that piece and parcel of landed property known as " PASSOS " namely PLOT "D" admeasuring about 190.00 square metres alongwith the structures House No. 338/B standing thereon, forming an independant, separate and distinct property, of the property surveyed under No. 54/1, situate in the village Cavelossim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete at Margao, under No. 33973 and enrolled under Matriz No. 1338 in the Land Revenue Office at Margao and bounded on the NORTH by 10.00 metres wide PWD Road with the dimensions of 12.50 metres, on the SOUTH by Plot 'E' of the aforesaid entire property with dimensions 2.00 metres, of 2.00 metres and 2.50 metres, on the EAST by

W. S. S. S.
gentle

1- Smt. Joanita Pedreira Coutinho, d/o Miquel
 Santana Fintado, 41 yrs., n/o Cavellosim,
 herself and as attorney for the Vendor
 No. (2)

2- Smt. Walter Josef Egle, s/o Walter
 Anton Egle, 46 yrs., Swiss National, n/o
 Cavellosim.

~~Executing party~~

 admits execution of the so called
Sale

Joanita pedreira coutinho



Walter Josef Egle



João Pascoal Fernandes, Sr
 Constantino Fernandes,
 magist. y. etc. etc. das faz.
 de Real. Sal.

.....
 to the Sub-Registrar

571

Jascoalfernandes
MARGAO, Ad. 2/12/96

**SUB-REGISTRAR
MARGAO**

Registered No. 2741
at pages 260 to 286
Book No. 5 Volume No. 677
Date 9/12/1996

Sub-Registrar



Date of return: 9/12/1996

**SUB-REGISTRAR
MARGAO**