



BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH AT PUNE

Appeal No. 3 /2022

Colva Civic & Consumer Forum ... Petitioner

VERSUS

The State of Goa,

And 4 others.

..... Respondents

**AFFIDAVIT IN REPLY ON BEHALF OF
RESPONDENT NO.5**

I, SHRI. ANTONIO BERNARDO
MASCARENHAS, son of Gabriel Mascarenhas, aged
about 59 years, Indian National, Resident of House
No. 15, Cavorim, Molla, Chandor, Salcete Goa do
solemnly state on oath and affirm as under:-

1. I have gone through the above Appeal and the documents filed along with the same. I have also duly and fully acquainted myself with the facts of the case, based on the records and papers.



2. I am filing this Affidavit in reply for the limited purpose of opposing the Appeal and the grant of any relief as against the Respondent no.5. I crave leave of this Hon'ble Court to file a further affidavit, should the same be necessary, or be advised.

3. At the outset, I deny all allegations, contentions and submissions made in the Appeal against the Respondent no.5, which are contrary or inconsistent with what is stated in this Affidavit, I further state that any allegations, contentions or submissions in the said Appeal which have not been specifically dealt with or denied by me, may not be deemed to be admitted.

4. At the further outset, I say that I oppose all the reliefs prayed for in the Appeal against the Respondent no.5 i.e. as it is humbly submitted that **disputed questions of facts and incorrect facts are stated** in the Appeal which have to be determined and decided by the authorities examined on site in presence of Respondent no.5.

5. That even on the plan of the CRZ the said area is not showing any Sand dunes.

6. I say that further there are no sand dunes in property purchased by the Applicant as claimed in the said inspection report relied in the Appeal in part falling beyond the NDZ and 200 meters high tide line and permission is issued by GCZMA as the same is not a sand dune but flat land.

7. I say that the Green Tribunal Court cannot allow its jurisdiction to be used for deciding disputes, which are not clear. The jurisdiction being special and extraordinary, it should not be exercised casually or lightly on mere asking by the litigant without substantial case.

8. I say that the Green Tribunal under the act cannot assume unlimited prerogative to set aside all permissions just for the asking that too when the said permission are legally obtained; its exercise must be restricted to grave dereliction of duty and flagrant abuse of fundamental principles of law and justice and violation of environment.

THE BRIEF FACTS AS NECESSARY FOR THE
DISPOSAL OF THE PRESENT APPEAL ARE
STATED AS FOLLOWS:-





9. I say that I am owner of the said part property bearing Survey Nos. 12/1 and 12/3 of village Sernabatim, which was purchased by Sale Deed dated 5/09/2005 and Sale Deed dated 20/07/2004. That I have carried out mutation in respect of the said property.

Annexed hereto at **Annexure R-1** Colly is Sale Deed dated 5/09/2005 and Sale Deed dated 20/07/2004

Annexed hereto at **Annexure R-2** is Form I & XIV of the said property with plan

10. I say that even the site inspection apparently carried out was without presence of respondent no.5 and the same is beyond the NDZ 200 meters and on flat land and not any sand dune and I have permission from GCZMA who came and conducted inspection and issued licence and subsequently conducted renewal of the same. That I have also obtained consent from the Goa State Pollution Control board dated 08/01/2019.

Annexed hereto at **Annexure R-3** is copy of license dated 06/02/2019 from GCZMA and Panchayat dated 04/02/2021 with Renewal



Annexed hereto at **Annexure R-4** is copy of consent to establish from Goa State Pollution Control board dated 08/01/2019

11.I say that I have not built any compound wall and there was an old existing barbed wire fence.

12.I say that I have NOC from the Panchayat, and necessary permission to obtain Electricity and water connection.

Annexed hereto at **Annexure R-4** is copy of consent to establish from Goa State Pollution Control board dated 08/01/2019

13.I say that the Respondent no.5 is principally planning to use to erect temporary wooden huts using the flat land area beyond the 200 meters NDZ CRZ line.

Annexed hereto at **Annexure R-5** is copy of plan showing sand dunes from Goa Coastal management Authority

Annexed hereto at **Annexure R-6** is the copy of Photographs at site.

14.I say that the undersigned I erecting shacks on a frame which does not included construction or digging on the



ground and is movable and as such no any prejudice to any environmental degradation. The shacks are to be erected 1 meters on stilts and as such there is no issue to erect the huts and no orders can be passed canceling the said licences.

15.I say that the contents of paras 1 to 14 of the Affidavit are correct and true to my own knowledge and based on records available with authorities and legal submissions wherever made are those made on advise on my Advocate on Record which I believe to be true.

Handwritten signature

Solemnly affirmed at Margao-Goa on

This ^{21st}~~15th~~ day of March 2022.

Handwritten signature of deponent

DEPONENT

Solemnly affirmed before me by

Mr. Antonio Bernardo Mascarenhas

who is identified by

Adv Byron Rodrigues

to whom I personally know

Reg. No. 2756/2022

Date: 21/03/2022

Handwritten signature of notary

Handwritten signature of identifier
Identified by me:

Adv Byron Rodrigues

21/3/2022

SUREXA P. LOTLECAR
NOTARY MARGAO
SALCETE TALUKA
STATE OF GOA (INDIA)



NC NO: NOTARIAL



Serial No 10383 Place : MARGAO Date 1/9/05
 Value of Stamp Paper : Five thousand only
 Name of Purchaser A. B. Mascarenhas
 Residence Chandor Father's Name: G. S. Mascarenhas
 Purpose Deed Transacting Parties } _____

As there is no one single paper for the value of Rs. 8900 additional stamp papers for the completion of the value are attached alongwith

CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature Of purchaser



Serial No, 3816/05
 Presented at the Office of _____
 Registrar of _____
 between the hours of 3:30 am
1:00 pm to _____

Received fees for Rs, N. P.
 Registration 4440.00
 Copying (T. No) _____
 Copying Endorsements 90.00
 Postage 10.00
 Total Rs 4540.00

Imp
 SUB-REGISTRAR
 SALCETE

DEED OF SALE

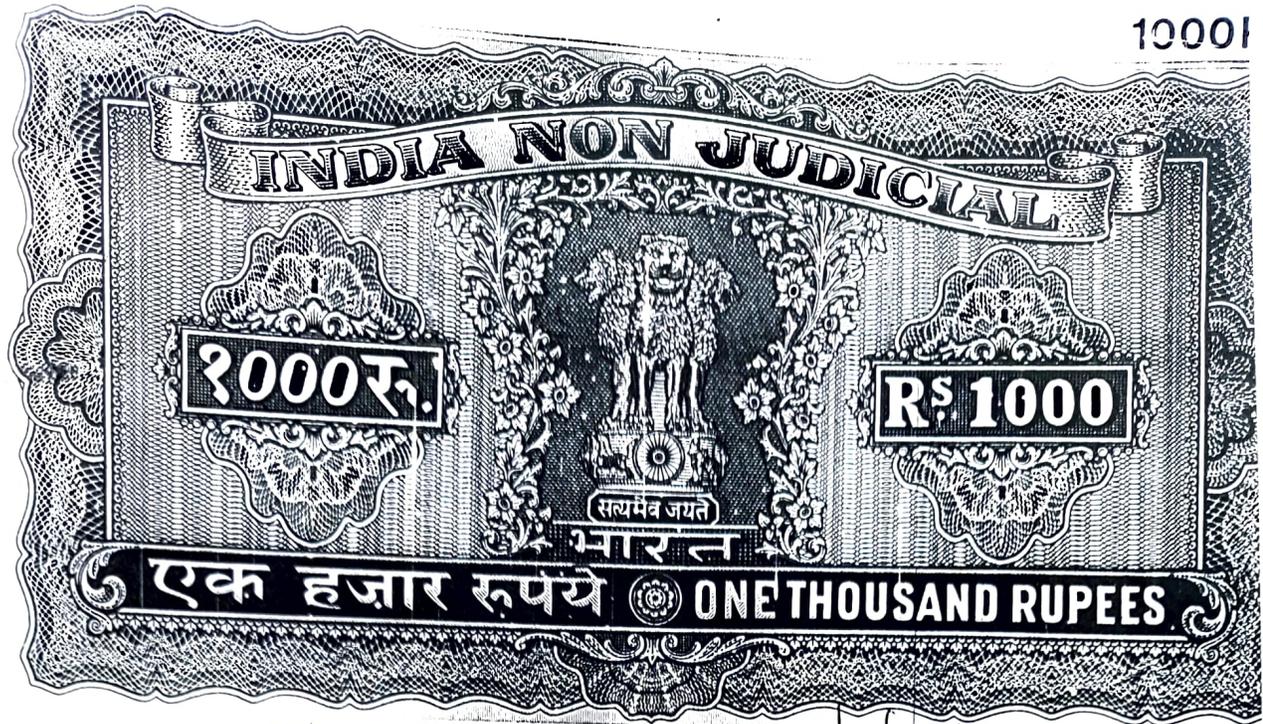
Imp
 SUB-REGISTRAR
 SALCETE

- 2 -

THIS DEED OF SALE is made at Margao, Goa, on this 5th day of September in the year Two Thousand Five.

BETWEEN





Serial No 10383 Place: MARGAO Date 19/05
 Value of Stamp Paper: One thousand only
 Name of Purchaser: A B Mascarenhas
 Residence: Chander Father's Name: A S Mascarenhas
 Purpose: Deed Transacting Parties } _____

As there is no one single paper for the value of Rs. 890 additional stamp papers for the completion of the value are attached along with Sign. Stamp vendor
CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL
 Signature Of purchaser



(1a) Smt. MARIA EUFREZITA PAULINA LIDIA FERNANDES E RODRIGUES, wife of Joao Sebastiao Rodrigues also known as John Rodrigues, major of age, housewife, and her husband ;

- 4 -

(1b) Shri. JOAO SEBASTIAO RODRIGUES alias JOHN RODRIGUES, son of late Eugenio Minguel Rodrigues, aged about 54 years, service, both Indian Nationals, both residing at Sernabatim, Colva, Salcete Goa hereinafter called the VENDORS



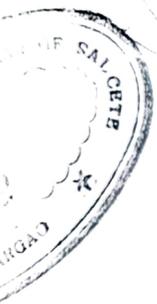


Serial No 60383 Place : MIRGOAO Date 1/9/05
 Value of Stamp Paper : One thousand only
 Name of Purchaser A B Mascarenhas
 Residence Cherdy (Father's Name: A S Mascarenhas)
 Purpose Need Transacting

As there is no one single pt. Parties the value of Rs. 2900/- each bond stamp papers for the completion of the value are attached alongwith

Sign Stamp vendor
 CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature Of purchaser



(which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, successors and assigns) of the FIRST PART.

AND

(2) Shri. ANTONIO BERNARDO MASCARENHAS son of Gabriel S. Mascarenhas, aged about 40 years, married, businessman, Indian National, residing at Villa Formosa, Chandor, Salcete, Goa hereinafter called 'the PURCHASER'





Serial No 10383 Place MANGALU Date 1/9/05
 Value of Stamp Paper : One thousand only
 Name of Purchaser A B Mascarenhas
 Residence Cheruvu Father's Name: A S Mascarenhas
 Purpose Deed Transacting Parties

as there is no one single paper for the value of
rs. 8900 additional stamp papers for the
 completion of the value are attached alongwith.

Sign. Stamp vendor
CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

[Handwritten Signature]
 Signature Of purchaser

(which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, successors, administrators and assigns) of the SECOND PART.



- 8 -

WHEREAS the VENDORS are the owners in possession of the property known as "ADAMPOP" situated at Sernabatim, within the limits of Village Panchayat of Sernabatim-Colva-Vanelim-Gandaulim Taluka and Sub-District of Salcete, District of South



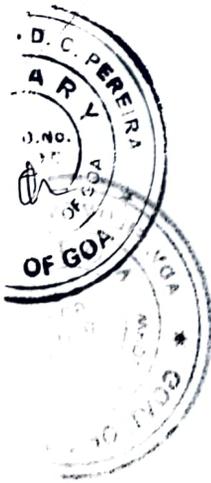


Serial No. 10383 Date 1/9/08
 Value of Stamp Paper Five Hundred Rupees
 Name of Endorsee A B Mascarenhas
 Residence Chauli G. S. Mascarenhas
 Purpose Deed

As the value of stamp papers for the completion of the value are attached along with

Sign Stamp vendor
 CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature



Goa, State of Goa which property is described in the Land Registration Office under No. 39190 enrolled in the Land Revenue Office under Matriz No. 413 and surveyed under Sub-Division No. 1 of Survey No. 12 of Sernabatim Village and is bounded as under :-

- 10 -

On or towards the East: By the property bearing Survey No.

14/1 of Sernabatim Village;

On or towards the West: By the remaining portion of the same

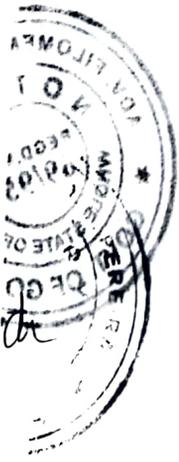
Property





Serial No 10387 Place : MARGAO Date 1905
 Value of Stamp Paper : one hundred only
 Name of Purchaser A S Menon
 Residence Cheruvu Father's Name: A S Menon
 Purpose Deed Transacting }
 Parties }

As there is no one single paper for the value of
 Rs. 500 additional stamp papers for the
 completion of the value are attached along with
 Sign. Stamp vendor
CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL. Signature Of purchaser



- 11 -

On or towards the North : By road, and
 On or towards the South : By the property bearing Survey No.
 12/3 of Sernabatim Village
 (hereinafter referred to as "the ENTIRE PROPERTY").

- 12 -

The entire property is more fully described in SCHEDULE - I given hereafter.

AND WHEREAS the VENDORS at the request of the PURCHASER have agreed to sell to the PURCHASER and the PURCHASER has agreed to purchase a part and portion of the





Serial No 10383 Date 1/9/05
 Value of Stamp Paper: One hundred only
 Name of Purchaser A B Menelas
 Residence Chendy Father's Name: Ch C Menela
 Purpose Dee Transacting }
 Parties }

As there is no one single paper for the value of
 Rs. ₹100 additional stamp papers for the
 completion of the value are attached along with
 Sign. Stamp vendor
CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature Of purchaser [Signature]



entire property admeasuring 370 square meters which part is
 more fully described in SCHEDULE - II and shown delineated
 in red lines in the plan annexed hereto for a price of Rs.
 2,22,000/- (Rupees two lakhs twenty two thousand only) free
 from all encumbrances, charges and liens whatsoever.

- 14 -

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said agreement and in consideration of the sum of Rs. 2,22,000/- (Rupees two lakhs twenty two thousand only) paid by the PURCHASER to the VENDORS by means of Demand Draft bearing No. 489847





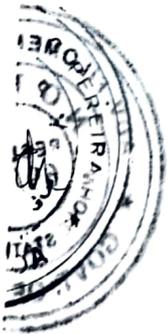
Serial No 10383 Date 1/9/05
 Value of Stamp Paper : one hundred only
 Name of Purchaser A S Muzumdar
 Residence Chandrapur Father's Name: A S Muzumdar
 Purpose Deed Transacting Parties }
 If there is more than one stamp paper for this purpose of 8900/- additional stamp papers for the completion of the value are attached along with

Sign Stamp vendor
CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature Of purchaser

- 15 -

dated 3/9/2005 drawn on Canara Bank, Margao Branch the receipt of which amount the VENDORS do and each of them doth hereby admit, acknowledge and confirm as having been received by the VENDORS.





2. The VENDORS as absolute owners thereof do and each of them doth hereby grant, convey, sell, transfer, assign and assure unto and to the use of the PURCHASER free from all encumbrances, charges, liens and defects whatsoever by way of



No. 1038 Price : MAR 50 Date 19/05
 Value of Stamp Paper : One hundred only
 Name of Purchaser A B Moura
 Residence Cherdy Father's Name: A B Moura
 Purpose Deed Transacting }
 As there is no one single paper for the value of
 Rs. 800 additional stamp papers for the
 completion of the value are attached alongwith

Sign. Stamp vendor
 CAMILO FRANCIS TREVOR BRAZ
 License No. JUD/STP/2/99/SAL

Signature Of purchaser



: 17 -

sale ALL THAT the said portion of the property/plot
 admeasuring 370 square meters more fully described in the
 SECOND SCHEDULE hereunder written and for greater
 clearness delineated on the plan in red colour boundary lines,

- 18 -

which plan is annexed hereto, with all the privileges, easements and appurtenances whatsoever to the said portion of the property/plot belonging or in any way appertaining, usually held or occupied therewith or reputed to belong thereto and all estate,



- 19 -

right, title, interest, claim and demand whatsoever of the VENDORS unto and upon the said plot and every part thereof in law or equity and delivered possession of the same unto the PURCHASER TO ENTER UPON AND HOLD, OWN AND POSSESS the same unto and to the use of the PURCHASER absolutely and forever..

3. The VENDORS further covenant with the PURCHASER that they have good right, full power and absolute authority to sell the said plot in the manner aforesaid.
4. The VENDORS further declare that they have clear, marketable, legal unencumbered and subsisting title over the said plot hereby sold.
5. The PURCHASER may hereafter peacefully and quietly enjoy, possess, hold and use the said Plot as his own property, without any interruption or disturbance, claim or demand on the part of the VENDORS or on the part of any other person or persons claiming through or under them.
6. That the VENDORS 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



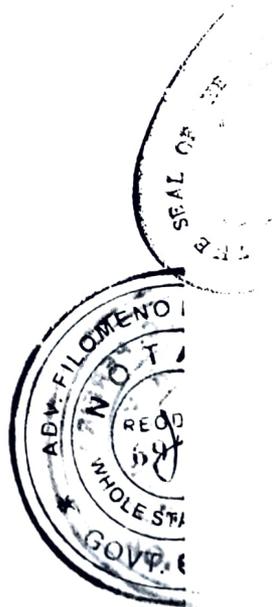
- 20 -

more perfectly conveying and assuring the said Plot fully described in the SECOND SCHEDULE hereunder written and every part thereof in the manner aforesaid and according to the true intent and meaning of this Deed.

7. And the VENDORS do and each of them doth hereby covenant and agree with the PURCHASER to indemnify and keep indemnified the PURCHASER, his heirs, executors, administrators against all losses and damages and expenses that may suffer or that may be occasioned as a result of any defect in title of ownership of the VENDORS to the said plot more fully described in the SECOND SCHEDULE hereunder written.

FIRST SCHEDULE ABOVE REFERRED TO

All that landed property known as "ADAMPOI" situated at Sernabatim, within the limits of Village Panchayat of Sernabatim-Colva-Vanelim-Gandaulim Taluka and Sub-District of Salcete, District of South Goa, State of Goa which property is described in the Land Registration Office under No. 39190 enrolled in the Land Revenue Office under Matriz No. 413 and surveyed under Sub-Division No. 1 of Survey No. 12 of Sernabatim Village and is bounded as under :-



- 21 -

On or towards the East: By the property bearing Survey No.

14/1 of Sernabatim Village;

On or towards the West: By the remaining portion of the same

property

On or towards the North : By road, and

On or towards the South : By the property bearing Survey No.

12/3 of Sernabatim Village.

SECOND SCHEDULE ABOVE REFERRED TO

All that Plot now sold to the PURCHASER of the remaining property known as "ADAMPOT", admeasuring 370 square meters identified on annexed plan and which is bounded as under :

On or towards the East: By property of heirs of Modestino Silva

bearing Survey No. 14/1 of Sernabatim

Village;

On or towards the West: By remaining property of the VENDORS

bearing Survey No. 12/1(part) of

Sernabatim Village

On or towards the North : By road; and

On or towards the South: By property of the PURCHASER bearing

Survey No. 12/3 of Sernabatim Village.



INWITNESS WHEREOF the parties hereto have signed this deed
on the day, month and year first hereinabove written.

Signed and Delivered by the
withinnamed VENDORS

Rodriguez

ER



(1a) Smt. Maria Eufrozita Paulina Lidia
Fernandes e Rodrigues





Rodrigues

J.R.

(1b) Shri. Joao Sebastiao Rodrigues
alias John Rodrigues



Signed and Delivered by the
withinnamed PURCHASER



[Handwritten signature]
[Handwritten signature]

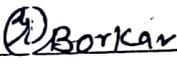
(2) Shri. Antonio Bernardo Mascarenhas



- 25 -

WITNESSES:

1. 
(Shaji Domingos Crasto) ,

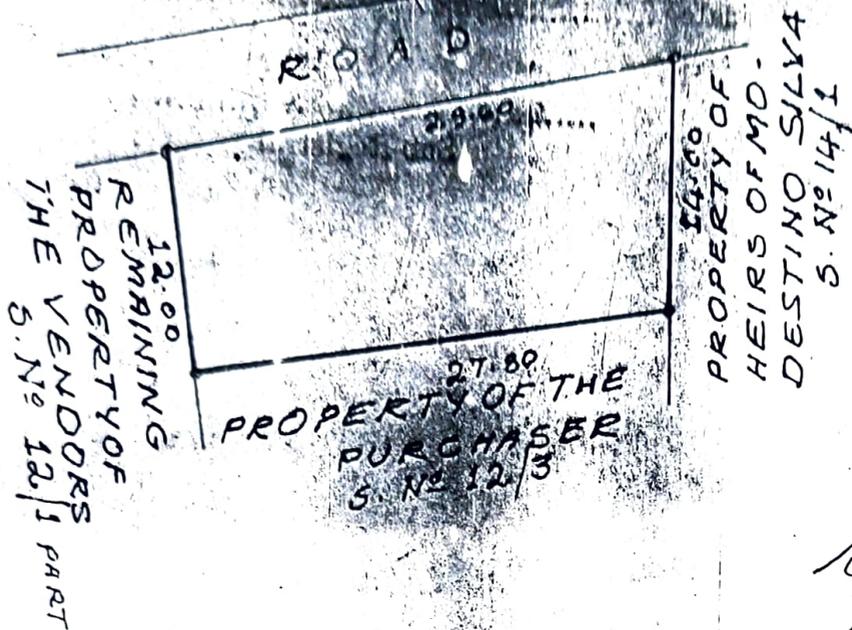
2. 
(Adv. Sudesh N. Borkar)



SHOWING THE PART OF THE PROPERTY BEARING SURVEY N^o 12/1, SITUATED AT SERNABATIM BEACH, SERNABATIM VILLAGE OF SALCETE TALUKA.

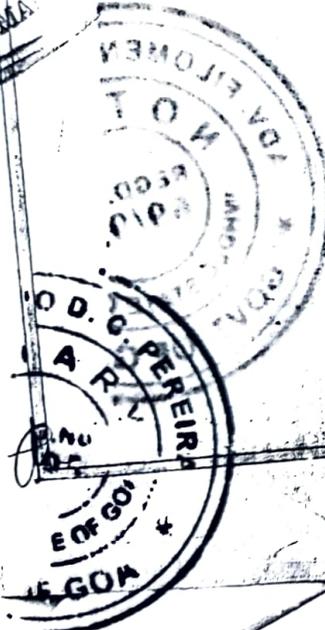
SCALE = 1:500

AREA = 370. sqmts



E. Rodricks

J. Rodricks



registered No. 4789
at pages 181 to 210
Book No. 8 Volume No. 1883
date 14/9/01

[Handwritten signature]

Sub-Registrar



Executing Parties

1] Smt. Maria Eufrezita Paulina
Lidia Fernandez e Rodrigues,
wife of Joao Sebastiao Rodrigues,
also known as John Rodrigues,
major of age, housewife and her
husband

2] Smt Joao Sebastiao Rodrigues,
alias John Rodrigues, son of late
Eugenio Minguel Rodrigues, aged
fifty seven years, service. both Indian
Nationals. residing at Sezenabatim
Colva.

3] Smt Antonio Benavento Mascarenhas,
son of Gabriel S. Mascarenhas, aged
forty years, married, businessman
Indian National, residing at
Chandos.



Executing parties.....
Nos. are to.....
three.....
admits execution of the so called.....
..... decy sale

, Erondick

NO. D. C. PEREIRA
AND CHAMBERS
SOLICITORS



11/10/20

2. Rodrigues



Shri Vinod P. Halambas Advocate
major of age, married, M/o. D. V. V. V.
Salcete Goa

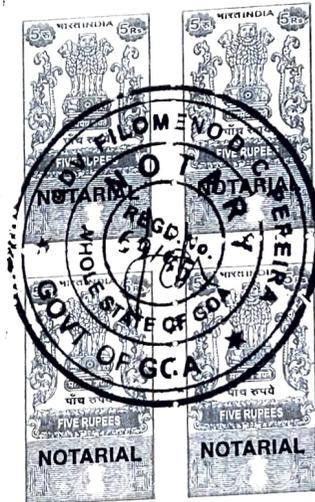
the above executant and I am
clear him

Halambas
Marga dated 6/9/2008

SUB-REGISTRAR
SALCETE

registered No: 4389
at pages 181 to 210
Book No. 2 Volume No. 1883
date 14/5/05

Sub Registrar



THE NOTARY
WHOLE STATE OF GOA

FILOMENO D. C. PEREIRA
T-4, FATIMA CHAMBERS
M.L.FURTADO ROAD, MARGAO, GOA.

PLACE: Margao
DATE: 27.5.2008
REG.No. 62-8734

8750

TRUE COPY

5000Rs.



Serial No. 2671/04
 Presented at the Office of the
 Registrar of Salcete
 between the hours of 4:05 pm
 and 4:10 pm on 20/7/04.

Received fees for Rs. N. P.
 Registration 4360
 Copying 40
 Copying Enhancements 10
 Postage 4430/-
 Total Rs.

Antonia fernando Mascamibe

[Signature]

SUB-REGISTRAR

SUB-REGISTRAR
 SALCETE

DEED OF SALE

THIS DEED OF SALE is made and executed in the City of Margao, Salcete Goa, on this the TWENTIETH day of the month of JULY in the Christian year TWO THOUSAND FOUR



7643

14/07/04

Serial No Place of Vendor: **MARGA DA**

Value of Stamp Paper **Five thousand only**

Name of the Purchaser **A. B. MUSECARENBA**

Residence **Chendur** Name of Father

Purpose **Deed** Transacting Parties

Signature of Stamp Vendor

Signature of Purchaser

-2-

BETWEEN



1. Smt. MARTA LUZIA RUTH JULIA DA PIEDADE DIAS SOUZA e AGUIAR alias RUTH AGUIAR, Wife of late Dr. Rui Aguiar, aged 58 years, Indian National, resident of Dona Paula, Goa.

2. Shri. RAJIV ANTONIO DO ROSARIO AGUIAR, aged 38 years, Son of late Dr. Rui Aguiar, married, businessman, Indian National.

3. Smt. ANABEL CORREIA e AGUIAR, aged 35 years, daughter of Shri Olavo Correia, and wife of Rajiv Antonio Do Rosario Aguiar who is vendor no.2 in this Deed of Sale, housewife, Indian National and Resident of Dona Paula, Goa.



-3-

4. Shri ROY DO ROSARIO AGUIAR, Son of late Dr. Rui Aguiar, Bachelor, aged about 36 years, Businessman, resident of Dona Paula, Goa, Indian National. Represented by his lawful attorney Smt. Marta Luzia Ruth Julia da Piedade Dias Souza e Aguiar alias Ruth Souza Aguiar or Ruth Aguiar.
5. Shri REUBEN DO ROSARIO AGUIAR, alias REUBEN AGUIAR, son of late Dr. Rui Aguiar, 31 years, married, service, Indian National residing at Dona Paula, Goa, represented by his lawful attorney Smt. Marta Luzia Ruth Julia da Piedade Dias Souza e Aguiar alias Ruth Souza Aguiar or Ruth Aguiar.



7654
 serial No
 Place of Vendor: Margao Date: 14/07/04
 Value of Stamp Paper: One Thousand only
 Name of the Purchaser: A. B. Mascarenhas
 Residence: Chandar Pater
 Purpose: Deed Transacting Parties
 Signature of Vendor
 Signature of Purchaser

6. Smt. JOANITA EUSEBIA COELHO AGUIAR, alias JOANITA AGUIAR, wife of Shri REUBEN DO ROSARIO AGUIAR alias REUBEN AGUIAR aged 33 years, service, both Indian Nationals and residing at Dona Paula, Goa. Represented by her lawful attorney Smt. Marta Luzia Ruth Julia da Piedade Dias Souza e Aguiar alias Ruth Souza Aguiar or Ruth Aguiar.

7. Shri RYAN DO ROSARIO AGUIAR alias RYAN AGUIAR, son of Dr. Rui Aguiar, aged 30 years, Psychologist, resident of Dona Paula, Goa, Indian National, Represented in this Deed of Sale by his lawful attorney Smt. Marta Luzia Ruth Julia da Piedade Dias Souza e Aguiar alias Ruth Souza Aguiar or Ruth Aguiar.





- 5 -

8. Smt. SWATI ARUN BANERJEE, alias SWATI BANERJEE e AGUIAR daughter of Arun Banerjee and wife of Ryan dō Rosario Aguiar alias Ryan Aguiar (who is vendor No.7 in this Deed of Sale, Psychologist, Indian National, resident of Dona Paula, Goa, Represented in this Deed of Sale by her legal power of Attorney holder Smt. Marta Luzia Ruth Julia da Piedade Dias Souza e Aguiar alias Ruth Souza Aguiar of Ruth Aguiar. All the above hereinafter shall be referred to as the "VENDORS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors,



7627
 Serial No. Date of Vendor: Margas Date..... 16/07/04
 Value of Stamp Paper ... One thousand
 Name of the Purchaser ... A. Goncalves
 Residence ... Benaulim Name of Father

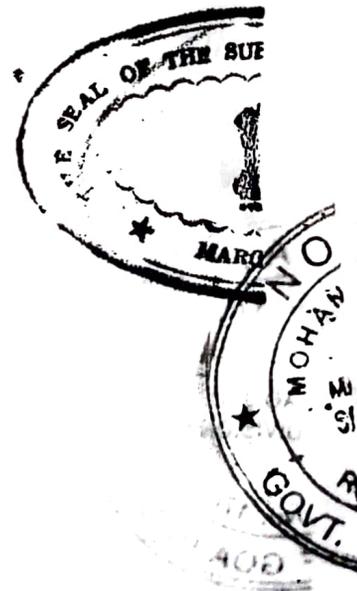
Purpose... Deed ... Transacting Parties

[Signature]
 Signature of Stamp Vendor

[Signature]
 Signature of Purchaser

- 6 -

administrators, legal representatives, successors and assigns) of the
 ONE PART;
 AND
 Shri ANTONIO BERNARDO MASCARENHAS, son of GABRIEL
 S. MASCARENHAS, aged 40 years, resident of Villa Formose,
 Chandor Salcete Goa, Indian National, who hereinafter shall be
 referred to as the "PURCHASER" (which expression shall unless
 repugnant to the context or meaning thereof, be deemed to mean and
 include his heirs, legal representatives and assigns) of the OTHER
 PART





- 7 -

AND WHEREAS at Village Sernabatim, in Salcete Taluka, within the limits of Village Panchayat of Colva-Sernabatim-Vanelim and Gandaulim, Taluka Salcete, District of South Goa, State of Goa, there exists a landed property known as "PRAIA VULGO ADAMPOY, 3rd Addicao" also know as "ADAMPOI 3rd Addition", totally admeasuring 3550 square meters and thereabouts, having wild bushes as its only vegetation, enrolled in the Taluka Revenue Office of Salcete under Matriz Predial No: 412, 414 & 416, described in the Land Registration Office of Salcete under No. 29,862 of New Series And Bounded on the East by the property of the heirs of Vincent Francisco Da Silva, on the West by the Arabian Sea, on the North by the property of the heirs of Joao Paulo Da Costa, and on the



7655

14/07/04

Stamp No. _____ Place of Vendor: Margao DMHO

Value of Stamp Paper One thousand only

Name of the Purchaser A. B. Mascarenhas

Residence Chandras of Father _____

Purpose... Deed Transacting Parties

[Signature]

Signature of Stamp Vendor Signature of Purchaser

South by the property of the heirs of Joao Antonio Fernandes. And presently surveyed in the land Survey Records under No. 12/3, Bounded on the EAST by property surveyed under No. 14/1, on the WEST by property surveyed under No. 12/2, On the North by property surveyed under No. 12/1 and On the South by property surveyed under No. 12/4, As per the Land Survey Records, the total area it measures 3550 square meters which property hereinafter shall be referred to as the SAID PROPERTY.

AND WHEREAS a small portion on the extreme western side of the said property recorded in the Matríz under No. 416 was erroneously recorded in





-9-

the land Survey Records in the name of one Annuncacao Furtado under Survey No.12/2, which the VENDORS acknowledge.

AND WHEREAS the said property comprising of the entire portion recorded under Matriz No.412, 414, 416 and recorded in the land registration office under No.29,862, originally belonged to late Antonio Deladino da Rosario Aguiar alias Antonio Deladino da Rosario Aguiar.



7659

Serial No. Price of Vendor; Margao Date... 16/07/04

Value of Stamp Paper 500/-

Name of the Purchaser A. B. Mascarenhas

Residence Chandas of Father

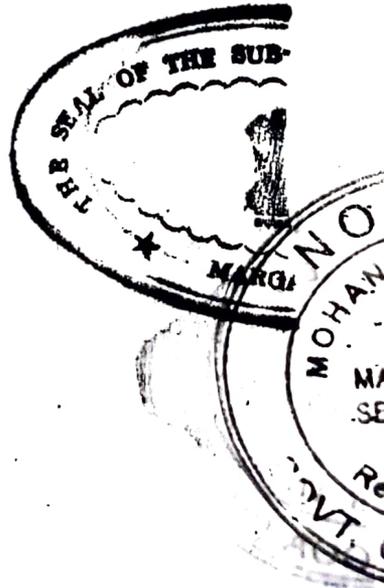
Purpose... Deed Transacting Parties

[Signature]

Signature of Vendor Signature of Purchaser

-10-

AND WHEREAS the said Rui Antonio do Rosario Aguiar died on 20th May 1980, without disposition of his last wish but surveyed by his wife Smt. MARTA LUZIA RUTH JULIA DA PIEDADE DIAS SOUZA e AGUIAR alias RUTH AGUIAR and four sons namely Shri. RAJIV ANTONIO DO ROSARIO AGUIAR, ROY DO ROSARIO AGUIAR, REUBEN DO ROSARIO AGUIAR alias REUBEN AGUIAR and RYAN DO ROSARIO AGUIAR alias RYAN AGUIAR who are the VENDORS in this DEED OF SALE.





-11-

AND WHEREAS the VENDORS are the sole legal heirs of the said Rui Antonio do Rosario Aguiar.

AND WHEREAS the PURCHASER approached the VENDORS with a request to sell to him a portion of the said property surveyed under No.12/3 as per land survey records totally admeasuring 562.78 square meters which is part and parcel of land under Matriz No.416 and land Registration No. 29862

7703
 Serial No. Place of vendor: Margao Date: 14/07/04
 Value of Stamp Paper: 100/-
 Name of the Purchaser: A. B. Mascarenhas
 Residence: Chandan Name of Father: _____
 Purpose: Deed Transacting Parties
 Signature of Stamp Vendor: _____ Signature of Purchaser: _____

-12-

AND WHEREAS the VENDORS execute this Deed to complete the sale NOW THEREFORE, THIS DEED OF SALE WITNESSETH as under: -

1. That in pursuance of an earlier verbal agreement and in total consideration of a sum of Rs 2,17,800/- (Rupees Two lakhs seventeen thousand eight hundred only) paid by the PURCHASER to the VENDORS, before execution of this Deed, the receipt whereof the VENDORS do hereby admit and acknowledge and of which forever acquit, release and discharge in favour of the





: 13 :

PURCHASER. The said VENDORS as lawful co owners do hereby sell, transfer, convey, assign and assure UNTO AND TO THE USE of the PURCHASER all that portion due to them of the said Property having a total area of 562.78 square meters, which property is clearly delineated on the PLAN attached hereto, TOGETHER WITH all the ways, watercourses, passages, easements, liberties, privileges, appurtenances, whatsoever to the said plot and premises or any part thereof belonging or in any way appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto, AND ALL the estate right, title, interest,



7768

19/07/04

Value of Subject Property 100/-

Name of the Purchaser A. B. Mascarenhas

Residence Chertan

Purpose Deed

Signature of Stamp Vendor

Signature of Purchaser

: 14 :

property claims and demands whatsoever at law and in equity of the VENDORS, TO HAVE, TO HOLD, TO OWN AND TO ENJOY the said plot by the PURCHASER forever with the universal right in rem.

1. THE VENDORS hereby covenant with the PURCHASER as follows:-

- a) That the VENDORS have good right, full power and absolute authority to grant, release, sell, convey and assign their undivided share of the said Property described as above and recorded in the





: 15 :

land survey records under No.12/3, of Sernabatim village as its true co owners.

- b) That the PURCHASER shall hereafter at all times peacefully and quietly enjoy, occupy and possess the said plot, receive the rents, issues and profits thereof and every part thereof to and for his own use and benefit without any claim, demand, interference, obstruction or disturbance from the VENDORS or any persons lawfully or equitable claiming by, from, under or in trust for them.



7705
 Social No. Place of Vendor: Margao Drive... 14/07/04
 Value of Stamp Paper 50/-
 Name of the Purchaser A. B. D. Mascarenhas
 Residence Chanda Name of Father
 Purpose Deed Contracting
 Mortice
 Signature of Steward Vendor Signature of Purchaser

: 16 :

- c) That the VENDORS shall from time to time and at all times hereafter at the request and cost of the PURCHASER do and execute all such further acts, deeds, matters, things, conveyances and assurances in law for perfectly assuring the said property hereby sold and every part thereof in the manner aforesaid so as to put him in absolute possession of the same according to the true intent and meaning of this Deed.



: 17 :

2. The VENDORS further declare that they have not done anything whereby the said plot may be subject to any attachment or lien of any court or person whatsoever.
3. The VENDORS have today handed over total possession of the SAID PROPERTY to the PURCHASER on receipt of full consideration thereof.
4. Notwithstanding any of the clauses mentioned above, it is expressly agreed that the purchaser has approached the vendors to purchase a portion of the said property admeasuring 562.78 sq. mts. which the vendors had not visited for quiet some time and therefore the vendors cannot ascertain if there are any encroachment in the said property and the purchaser is fully aware of the status of the property and the purchaser shall not hold the vendors responsible for any encroachment or discrepancy in the boundary lines nor also if it is found that the area sold is less than what is mentioned in the deed or for any future problems, and



273

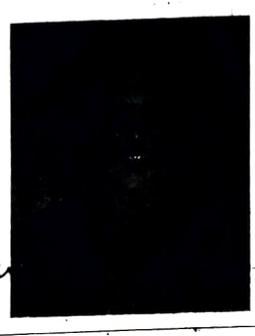
: 18 :

precisely for this reason the vendors have agreed to the price of Rs 2,17,800/- (Rupees Two lakhs seventeen thousand eight hundred only).

IN WITNESS WHEREOF both the parties hereto set their signatures, photos and fingerprints on the day, month and year first hereinabove written.



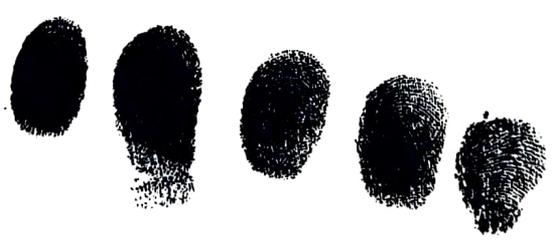
SIGNED AND DELIVERED
By the within named VENDOR NO.1
For Self and on behalf of VENDORS
NO.4, 5, 6,7& 8



Ruth Aguiar

Smt. MARIA LUZIA RUTH JULIA DA
PIEIDADE DIAS SOUZA e
AGUIAR Alias RUTH AGUIAR

LEFT HAND FINGER PRINTS

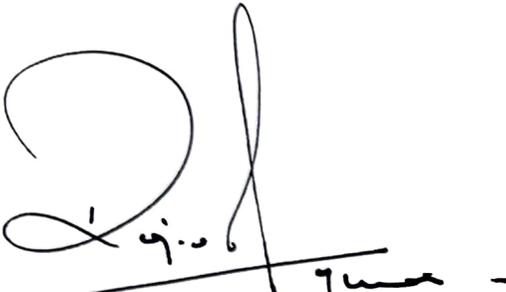


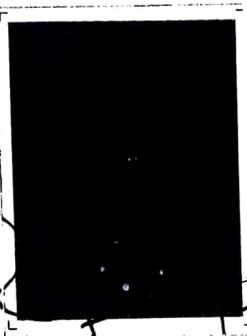
RIGHT HAND FINGER PRINTS



: 20 :

VENDOR NO.2


Shri. RAJIV ANTONIO DO ROSARIO AGUIAR



LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



VENDOR NO.3



Anabel Aguiar
Smt. ANABEL CORREIA e AGUIAR

Anabel Aguiar

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



277

: 22 :

SIGNED AND DELIVERED
By the within named
PURCHASER

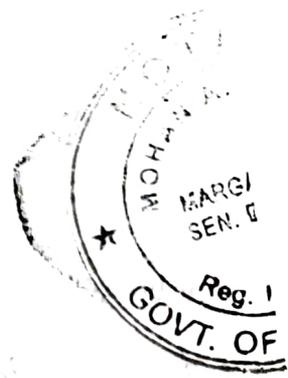
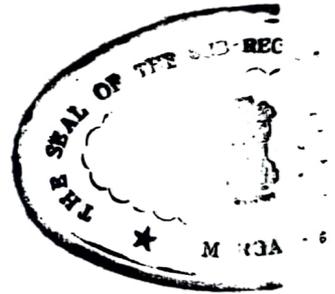


Shri. ANTONIO BERNARDO MASCARENHAS

LEFT HAND FINGER PRINTS



RIGHT HAND FINGER PRINTS



WITNESS:

1. Calvert Gonsalves Gonsalves.

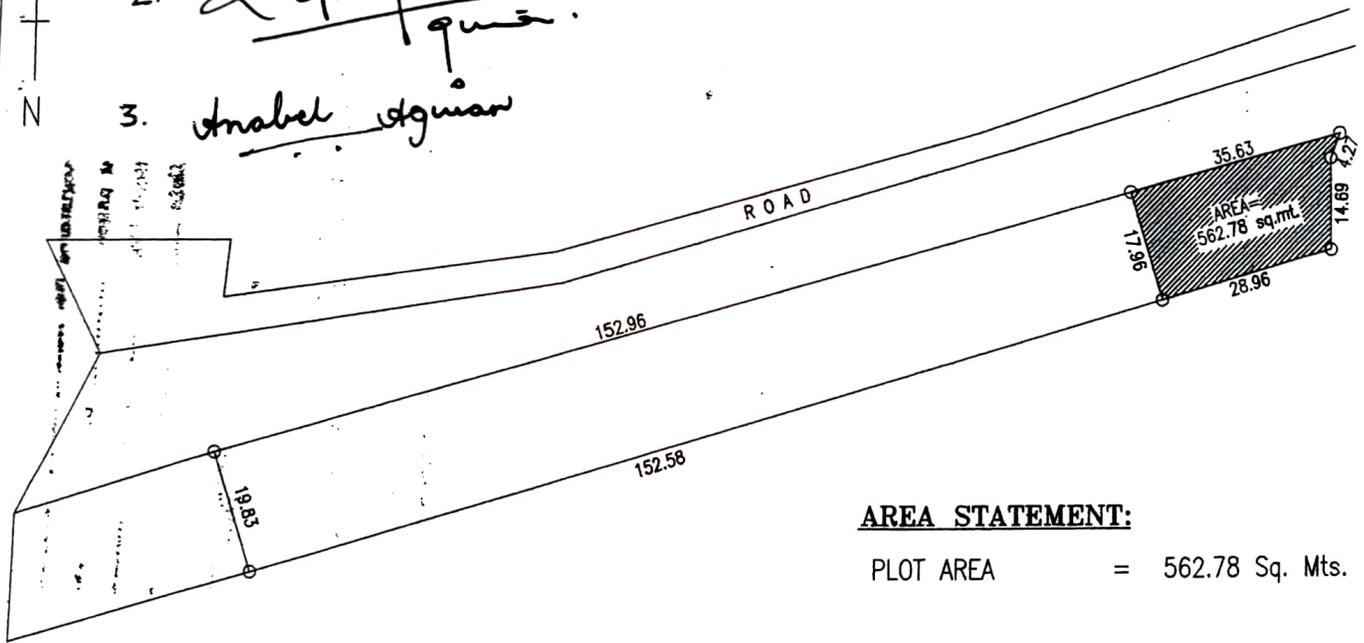
2.

VENDORS

PURCHASER

- 1. Xulth Hania
- 2. Raj. of
- 3. Anabel Aguiar

[Handwritten signature]

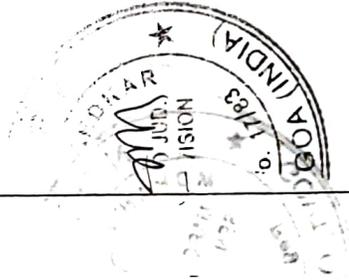
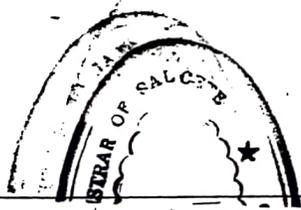


AREA STATEMENT:

PLOT AREA = 562.78 Sq. Mts.

PLAN SHOWING PLOT UNDER SURVEY No.12/3

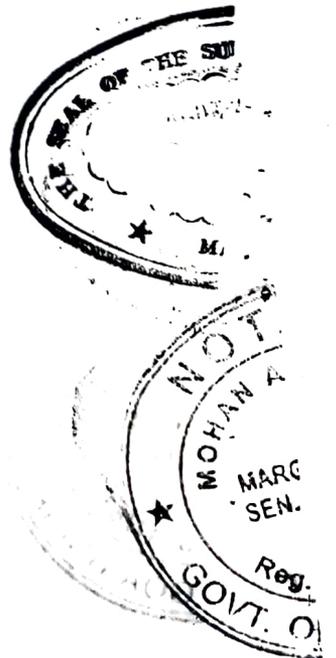
SCALE: 1:1000



279

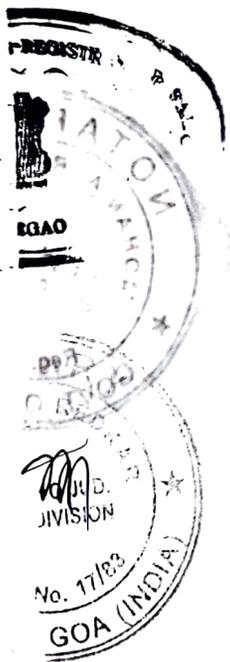
Registered No. 2807
of pages 241 to 267
Book No. I Volume No. 1676
Date 26.17.04

Shah
Registrar



Executing Parties:

- 1- Smt. Marta Luzia Ruth Julia Da Piedade Dias Souza e Aguiar alias Ruth Aguiar, w/o late Dr. Rui Aguiar, 58 yrs, Indian National, r/o Dona Paula self & as attorney of vendors no. 4, 5, 6, 7 & 8.
- 2- Shri. Rajiv Antonio Do Rosario Aguiar, 38 yrs, s/o late Dr. Rui Aguiar, married businessman, Indian National, r/o Dona Paula.
- 3- Smt. Amabel Correia e Aguiar, 35 yrs, d/o Olavo Correia, married, housewife, Indian National, r/o Dona Paula.
- 4- Shri. Antonio Bernardo Mascarenhas, s/o Gabriel S. Mascarenhas, 40 yrs, r/o Chandor, Salcete.



Executing parties are
known to be

competent to execute of the so called
Sale deed

1. Ruth Aguiar Ruth Aguiar

2. Rajiv R. Aguiar Rajiv R. Aguiar

3. Anabel Aguiar

4. Antoni Bernards Mascarenhas

Margao, dated 20/7/04

[Signature]
SUB-REGISTRAR
SALCETE

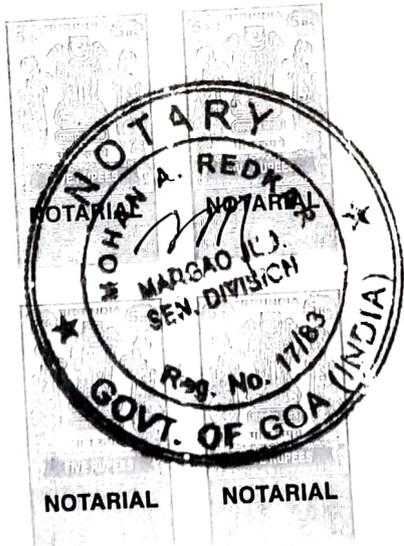


3 Attested Copies of Powers of Attorney
filed at pages 228 to 251 of supplement
part VII to Register Book I, Vol. I dated 26/7/04

[Signature]
SUB-REGISTRAR
SALCETE

REGISTRATION No. 2807
at pages 241 to 267
Book No. I Volume No. 1676
Date 26/7/04

[Signature]
Sub-Registrar



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

[Signature]
26/05/13

(MOHAN A. REDKAR)
THE NOTARY
MARGAO
STATE OF GOA (INDIA)
Reg. No. 8666/2013



FORM I & XIV

Date : 19/11/2020

नमूना नं 1 व 14

Page 1 of 2

Taluka SALCETE

Survey No. 12

तालुका

सर्वे नंबर

Village Sernabatim

Sub Div. No. 1

गांव

हिस्सा नंबर

Name of the Field Adampo

Tenure

शेताचे नांव

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.24.05	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.24.05

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.24.05

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
----------------------	----------	-------------	----------	----------------------	----------	--------------	----------

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Domingos Crasto		17505	
2	Maria Eufrezita Paulina Lydia Fernandes		69	
3	Judas Mauricio Fernandes		17826	
4	Joao Fernandes		29112	
5	Antonio Bernardo Mascarenhas		33628	
6	Maria Filomena Furtado		77946	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
-----Nil-----		





FORM I & XIV

Date : 19/11/2020

नमुना नं 1 व 14

Page 2 of 2

Taluka SALCETE
 तालुका
 Village Sernabatim
 गांव
 Name of the Field Adampoi
 शेताचें नांव

Survey No. 12
 सर्वे नंबर
 Sub Div. No. 1
 द्विम्सा नंबर
 Tenure
 सत्ता प्रकार

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for cultivation नसिक जमीन		Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
					Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
198719 88	Liberatina Alfonso	.	.		0000.00.00	0000.00.00	.	0000.00.00	.	
198818 9	Liberatina Alfonso	.	.		0000.00.00	0000.00.00	.	0000.00.00	.	

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.





FORM I & XIV

Date : 19/11/2020

नमूना नं 1 व 14

Page 1 of 1

Taluka SALCETE

Survey No. 12

तालुका

सर्वे नंबर

Village Sernabatim

Sub Div. No. 3

गांव

हिस्सा नंबर

Name of the Field Adampoi

Tenure

शेताचे नांव

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.35.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.35.50

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.00.00	0000.00.00	0000.00.00	0000.35.50

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
----------------------	----------	-------------	----------	----------------------	----------	--------------	----------

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Rui Aguiar			
2	Antonio Bernardo Mascarenhas		52335	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	-----Nil-----			

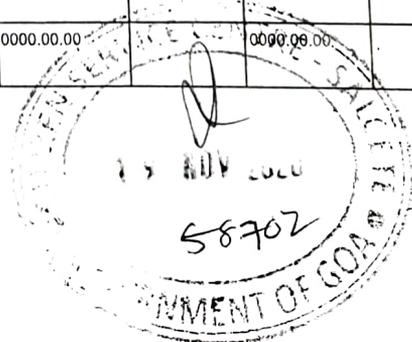
Other Rights इतर हक्क	Mutation No. फेरफार नं	Remarks शेरा
Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार		
-----Nil-----		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

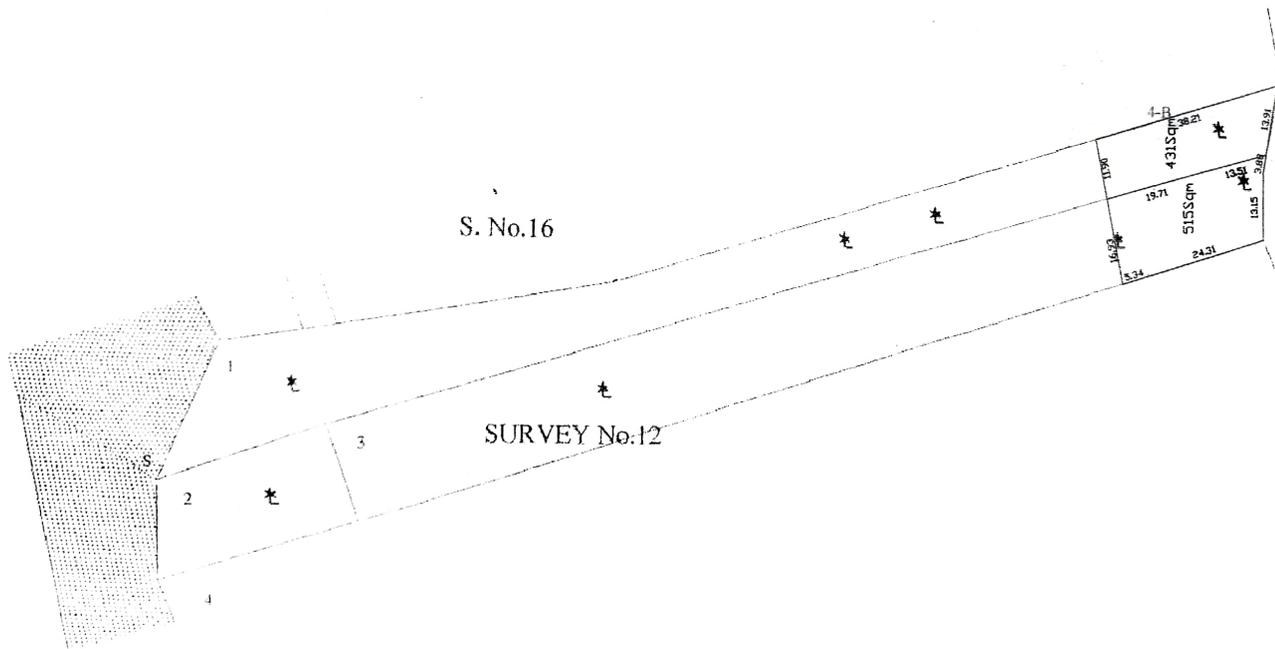
Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated वागायत	Unirrigated जिरायत	Land not Available for cultivation नापिक जमीन		Source of irrigation मिचनांचा प्रारि	Remarks शेरा
					Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
198719 88	Rui Aguiar				0000.00.00	0000.00.00		0000.00.00		
198819 89	Rui Aguiar				0000.00.00	0000.00.00		0000.00.00		

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



Plan Showing plots situated at
Village : SERNABATIM
Taluka : SALCETE
Survey No./Subdivision No. : 12/ 1,2&3
Scale : 1:1000



S. No.16

SURVEY No:12

S. No.14



GOA COASTAL ZONE MANAGEMENT AUTHORITY

C/o Department of Science, Technology & Environment, (Govt. of Goa)
1st Floor, Pandit Deendayal Upadhyay Bhavan, Pundalik Nagar, Porvorim-Goa.
Email: dir-ste.goa@nic.in, goacoastal zone @ gmail.com.

Ref. No. GCZMA/S/Shack-Hut-Cott-Tent/17-18/242/2019

Dated: 06/02/2019

To,
Mr. Antonio Bernardo Mascarenhas,
II.No. 15, Cavorim Molla, Chandor,
Canacona-Goa.

Sub: Permission/Approval for erection of temporary Huts in the property bearing Survey No. 12/ 1 & 3 of Sernabatim Village, Salcete Taluka in terms of CRZ Notification, 2011 as amended.

Ref: 1. Your application no. nil dated 03/11/2017
2. CRZ Notification, 2011 as amended from time to time.

With reference to your application on the above mentioned subject, it is hereby conveyed that the Goa Coastal Zone Management Authority (herein after referred to as 'the GCZMA', in short) has examined your proposal in its 191st GCZMA Meeting held on 04/01/2019 in accordance with the provisions of the clause 8 (v) (3) (iii) of CRZ Notification 2011 (as amended from time to time) for CRZ of Goa issued by the Ministry of Environment, Forests & Climate Change, Government of India. Accordingly, after detailed deliberation and discussion, the authority decided to grant approval for erection of temporary huts for a built up area of 251.67 sq. mtrs made of wood and /or natural/biodegradable material only in the property bearing Sy. No. 12/ 1 & 3 of Sernabatim Village, Salcete Taluka, Goa subject to the conditions as specified in the Beach Carrying Capacity Report and further compliance of following conditions:-

1. The provisions of the CRZ Notification 2011, (as amended), should be strictly adhered to by you. No activity in contravention to the provisions of the CRZ Notifications shall be carried out.
2. The applicant shall take all requisite environmental safeguard to ensure that there would not be any environmental degradation in this area.
3. The traditional access, right of way, easement shall not be blocked by the applicant.
4. The proposed temporary seasonal structure should be made of wooden material and as per the recommendation of Beach Carrying Capacity report. No cement / concrete should be used for flooring. No structure of permanent nature shall be erected/constructed.
5. In the event of any change in the project profile, a fresh reference shall be made to the GCZMA.
6. The GCZMA may stipulate any additional conditions subsequently if deemed necessary, for environmental protection which shall be complied with.
7. The office of the GCZMA reserves the right to revoke this recommendation / clearance without prior intimation of non compliance of any one or more of the aforesaid conditions.

-2-

8. You are required to obtain all the requisite permissions / licences / NOC etc from the competent Authorities before actual operation of the said temporary structure/ enabling activities. This NOC is issued without prejudice to any other permission as required under the law including that of ownership of the property, property dispute, easement rights, court case etc. As such, prior to the erection and operation of the aforementioned 'temporary seasonal structures, it will be incumbent upon the applicant to obtain all the requisite permission / NOC / licences etc from the Authorities / Departments for any other authority as required under the law including from the local authority, Goa State Pollution Control Board, Revenue Authority, Department of Tourism, etc.
9. Regular site inspections shall be carried by the team comprises of the Expert Members of the GCZMA and or other Authorities / Departments to ensure compliance of aforesaid condition. In case of any non compliance of the terms and conditions stipulated above, the action as deemed fit including that of demolition of structure, disconnection of Power / Water supply will be taken.
10. The said structures should be one meter above the ground on stilts of wooden poles wherever possible. However the ground clearance should not be more than 1.5 m.
11. The applicant will not transfer by any mode his premises to any other person.
12. This permission stands automatically revoked in case of any illegal/unlawful/immoral acts done by the applicant/proponent and or agent, lawful power of attorney holder , authorized person, any person acting for on behalf of the applicant/proponent in the said structures.
13. Further this approval also shall stand automatically revoked in case of any standing order of court of law/tribunal, arbitrator, quasi-Judicial authority etc. in force and suppressed by the applicant/proponent or otherwise.
14. All temporary structures shall maintain a standard buffer of a minimum of 3 m from adjacent huts/tents/cottages.
15. Appropriate use of renewable energy such as solar and wind energy to be used wherever possible.
16. Potable water requirement for domestic and tourist population has to be made available. The quality of water to be supplied should meet the national standard. Measures like rain water harvesting should also be encouraged to have access to clean and potable water.

17. Separate bins for different types of solid wastes(source segregation of solid wastes biodegradable and non bio-degradable) shall be provided by the operator. It will be the responsibility of the plot owner to dispose the waste generated from their plots to the respective bins. The Municipality/Village Panchayat or the contractor appointed by the Department of Tourism, as the case may be, shall collect waste from time to time and hand over the non- biodegradable waste to the Goa Waste Management Corporation. Solid waste to be transported to the solid Waste Management Facility at Calangute by the Village Panchayats in North Goa whereas in South Goa it will be responsibility of the owner/authorized representative to dispose the same by composting/biogas plant or to transport to the piggeries for the biodegradable waste.
18. In case the property on which these structures are permitted to be erected has several title holders any dispute/objection to this permission by any such title holder/holders, this permission shall stand revoked. This permission would be withdrawn in case an objection from owners regarding lease is filed before GCZMA. No hearing in the matter shall be allowed.
19. The validity of this permission is for 5 years from the date of issue or period of lease whichever is earlier. This permission should abide by the Notification dated 3rd May 2017 S.O 1393(E) issued by Ministry of Environment, Forests and Climate Change.
20. The applicant has to pay annual fee of Rs. 10000/- for shack and Rs. 10000/- for huts to GCZMA at the beginning of the tourist season month of October every year during the validity of this NOC. The fee may be revised by GCZMA.
21. All the structures shall be of ground floor in nature.
22. For private plots abutting the beach, a minimum set back of 3 mts from the survey boundary shall be kept by the applicant.
23. You should not barricade the proposed site.
24. In case of lease, the permission is conditional on the period of lease only and on the consent of the land owner.
25. All the other conditions as mentioned in Beach Carrying Capacity report w.r.t. FAR, construction material, spacing between huts, consent to establish from SPCB etc. shall have to be followed by the applicant.
26. This permission is liable to be revoked, if it is found, at any stage, that the application contained false information / wrong plans / calculations / documents / misleading or false information, etc. or documents not submitted as called for in this application.
27. The applicant shall submit a revised plan for an area not exceeding 251.67 sq.mtrs. within three weeks from date of receipt of this permission to the Authority.

28. Any appeal against this provisional permission shall lie with the Hon'ble National Green Tribunal, if preferred within 30 days as prescribed under section 16 of the National Green Tribunal Act, 2010.

Yours faithfully,



(Sanjeev Joglekar)

Member Secretary (GCZMA)

O/C

Encl: As above

Copy to:

1. **P.A to Secretary (Environment) / Chairman (GCZMA), Secretariat, Porvorim.....for kind information.**
2. **The Chairman, District Level Committee, (South Goa) Collectorate building, Margao-Goa for kind information.**
3. **The Director, Department of Tourism, Government of Goa, Patto Panaji Goa.... for information and necessary action.**
4. **The Member Secretary, Goa State Pollution Control Board, Saligao, Goa..... for information and necessary action.**
5. **The Commissioner of Commercial Taxes, Vikrikar Bldg. M.G. Road, Panaji-Goa.... for information and necessary action.**
6. **The Dy. Collector & SDO, (Margao), Margao Goa.... for information**
7. **The Secretary, Village Panchayat of Sernabatim, Salcete Talukafor information and necessary action.**
8. **S.A to upload on website.**

291

Form No. 4
(See Rule 13 and Rule 20 (iv))

Receipt Book No. 96,

RECEIPT

Receipt No. 27

The Village Panchayat colva

Received with thanks from Antonio Bernard Mascarenhas Chander
H.No. 15, Cavorim, Molla

Rupees (80000/-) Rupees eighty thousand only.

on account of fee for Noc to erect 8 temporary wooden

huts in private property No
12/1 B3 at senhabatim
Village (five years)

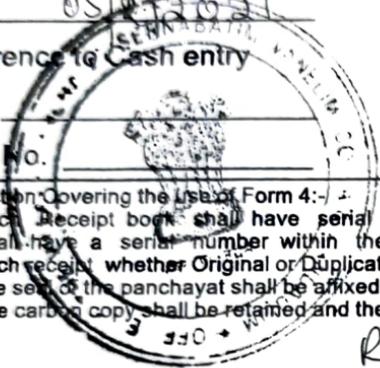
Date 05/07/2021
Reference to Cash entry

Book
Page No.


SECRETARY
Signature and Designation of
Issuing Officer
SERNABATI M. VANE M
COIVA & GANDOLIM

Instruction covering the use of Form 4:-

- 1) Each Receipt book shall have serial number, and each receipt which shall be in duplicate for use with Carbon paper, shall have a serial number within the book. Both book number and Receipt number shall be machine numbered on each receipt, whether Original or Duplicate.
- 2) The seal of the panchayat shall be affixed to each Receipt before it is issued. The carbon copy shall be retained and the original issued.



Realisation of cheq No 0000160

292

Form No. 4
(See Rule 13 and Rule 20 (iv))

RECEIPT

Receipt Book No. 962-

Receipt No. 28

The Village Panchayat Colva

Received with thanks from Antonio Bernard Mascarenhas
chaudhar, H.No. 15, Cavouri Molla

Rupees (10000/-) Rupees ten thousand only
on account of Security deposit

Date 05/2/2021

Reference to Cash entry

Book

Page No.

SECRETARY

Signature and Designation of
SECRETARY
COI VA & GANDULM

Instruction Covering the use of Form 4:-

- (a) Each Receipt book shall have serial number, and each receipt which shall be in duplicate for use with Carbon paper, shall have a serial number within the book. Both book number and Receipt number shall be machine numbered on each receipt, whether Original or Duplicate.
- (b) The seal of the panchayat shall be affixed to each Receipt before it is issued. The carbon copy shall be retained and the original issued.

Realisation of chq No 000160

293



Office of the Village Panchayat Sernabatim, Vanelim, Colva & Gandaulim

Salcete - Goa. Pin Code 403 708

Ph: 2788485

www.colvapanchayat.in

Ref. No.: VP/SVCG/ 1777/2020-21

Date 04/2/2021

To,

Mr. Antonio Bernard Mascarenhas
H.No.15, Cavorim, Molla Chandor, Salcete-Goa.

Sub: Permission/N.O.C for erection of 08 temporary Wooden Huts in private property bearing Survey No.12/1 & 3 at Sernabatim Village.

Sir,

With reference to your application dated 22/10/2020, You are hereby informed that this Panchayat of Colva grants you N.O.CI Permission to put up /erect 08 temporary Wooden Huts in private property bearing Survey No.12/1 & 3 at Colva village, Salcete Taluka, subject to the following conditions;

1. All the Conditions laid down by Goa Coastal Zone Management Authority Vide Ref. No.GCZMA/S/Shack-Hut-Cott-Tent/17-18/242/2080, dated 06/2/2019, should be strictly Complied.
2. The erection of temporary (08 Nos.) should be of wooden and /or natural Bio degradable material only in the property Sy.No. 12/1 & 3, Village Sernabatim, Salcete-Goa for a built up area of 251.67 Sq.mts. and should be erected as per Plan enclosed.
3. The temporary Huts should not be erected on the road set back and should not obstruct public water drainage/ pathway if existing.
4. Disposal of Wet as well as dry garbage arrangement should be made in appropriate manner and at your Own cost and in Scientific manner.
4. Required permission should be obtained from the Competent Authority and other Concerned Authorities before starting the said business activities.
5. The Permission is granted for Five years from the date of issue of licence. The permission is strictly granted to said period and the said licence /permission /N.O.C is valid to the period issued with the permission of GCZMA dated 06/02/2019.

SECRETARY
Village Panchayat
SERNABATIM, VANEI M,
COLVA & GANDAULIM





294
**Office of the Village Panchayat
Sernabatim, Vanelim, Colva & Gandaulim**

Salcete - Goa. Pin Code 403 708

Ph: 2788485

www.colvapanchayat.in

Ref. No.: VP/SVCG/

Date _____

7. This N.O.C may also be treated as N.O.C for Commercial Electrical & Water Connection for temporary Huts for the Specific period only in the above said property.
8. Applicant must operate the Wooden Huts as temporary & no permission is given to make it permanent at any period.
9. The Wooden Hut should be well designed to attract the tourist and not to spoil the beauty of the beach.
- 10..Applicant must not keep any kind of banned items for sale.
- 11.It is necessary to segregate the Garbage and dispose off the same as per the provision of Goa Solid waste Management Rules 2016 and shall maintain dust bins with lids for Biodegradable and for non Biodegradable Waste. The dust bin size shall be minimum of 50 ltrs with Separate lids in black(dry waste), green (Wet waste) and (Plastic) to be kept in designated areas.
12. No discharge of either dirty water , liquid , Sewage from toilets, Wash basin or cleaning area and Garbage or any dry waste on the beach /open space.
- 13.Burning or burying of waste or any other material on the beach or in and around the Huts/ shack is prohibited.
- 14.The Applicant must not keep any kind of Banned illegal items for sale.

It is approved in the Panchayat Meeting held on 15/01/2021 , Vide Resl.No.4(8).

Yours faithfully



SECRETARY
Village Panchayat
SERNABATIM, VANELIM,
COLVA & GANDAULIM

295

ORIGINAL
G.A.R. 5

FORM
See Rule 22(i)
RECEIPT

No. 381

03/02/20 22

Received from Antonio B. Mascarenhas

with letter No. Canacona - Goa

dated 02/02/20 22 the sum of ₹ 25,200/-

(Rupees Twenty five thousand two hundred only in cash/by

cheque/by Bank draft on account of Scrutiny Fees in

payment of Renewal of temp. huts Ref no. Gczma/S/

Shack + Hut - Cott - Tent / 17-18 / 242 / 2080 dt. 6/02/22

Sy No. 12/1 & 3 of Sernabelim, Salcete.

Ref no. N033221816 Signature MM

544025

₹ 25,200/-



ORIGINAL
G.A.R. 5

FORM
See Rule 22(i)
RECEIPT

No. 381

03/02/20 22

Received from Antonio B. Mascarenhas

with letter No. Canacona - Goa

dated 02/02/20 22 the sum of ₹ 25,200/-

(Rupees Twenty five thousand two hundred only in cash/by

cheque/by Bank draft on account of Scrutiny Fees in

payment of Renewal of temp. huts Ref no. Gczmra/s/

Shack + Hut - Cott - Tent / 17-18/242/2080 dt. 6/02/22

Sy No. 12/1 & 3 of Sernabetim, Salcete.

Ref no. N033221816 Signature AAA

₹ 25,200/-

544025



297

Fran. Antonio B. Mascarenhas
House No 15 Favornini
Molla Phaulbor Setcelle

Gion
2nd Feb' 2022
9850925616

Member Secretary Revised
Coastal Zone Management Authority
Department of Environment & Climate Change
Mango Tower 4th Floor
Mira 2 Plaza Panjim Goa - 403001

To
The Coastal Zone
Management Authority
Panjim Goa

Sub: Permission Approval for erection
of Temporary Hub. (RENEWAL)

Sir,

Kindly Ref to your letter Ref No GZCMA/S/S/Sheet
Habit. Coll. Tent/17-18/242/2080 dt 6/2/2019
Please find herewith ~~DD~~ money Transfer NEFT
Ref No NO33221816544025 Amount Rs 25200/-
for the above renewal. dt 2/2/2022

Kindly do the needful & acknowledge

Thanking you

Yours faithfully

(A. B. MASCARENHAS)

Encl:- CC. Copy of GZCMA

CC: DD NEFT Ref No NO33221816544025

Amount Rs 25200/- dt 2/2/2022

GOA STATE POLLUTION CONTROL BOARD

गोंय राज्य प्रदूषण नियंत्रण मंडळ

(An ISO 9001-2015, ISO 14001:2015. OHSAS 18001:2007 Certified Board)

Phone Nos : 0832- 2407700,
2407701, 2407702
Tel/Fax No: 0832- 2407700



Email Ids:
Chairman, GSPCB, chairman-gspcb.goa@nic.in
Member Secretary, GSPCB, ms-gspcb.goa@nic.in
Environment Engineer, GSPCB, ee-gspcb.goa@nic.in
Scientist, GSPCB, scientist-gspcb.goa@nic.in
Office, goapcb@gspcb.in

No. 12/2018-PCB/70315/G000319

Date: 08/01/2019

Consent to Establish under Section 26 of the Water (Prevention & Control of Pollution) Act, 1974 & under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981
[To be referred as Water Act and Air Act respectively]

Consent to Establish is hereby granted to:

M/S. DEJA BLUE
(Represented by Mr. Antonio Mascarenhas)
(Green Category)

Survey No. 12/1, 3,
Sernabatim, Colva,
Salcete, Goa.

Located in the area declared under the provisions of the Water Act and Air Act, subject to the provisions of the Act and the Rules and the Orders that may be made further and subject to the following terms and conditions:

1. The Consent to Establish is valid upto commissioning of the unit or 3 months whichever is earlier.

2. This Consent to Establish is valid for the installation as mentioned below:

Sr. No	Description	Quantity
1.	Wooden Huts	8 Nos.

3. **CONDITIONS REQUIRED TO BE COMPLIED UNDER THE WATER ACT:**

(i) The daily quantity of effluent from the shack (sewage & sullage) shall not exceed **2.3 K.L.D.**

(ii) **Domestic Effluent treatment and Disposal:-**

The domestic wastewater shall be disposed in a holding tank of adequate capacity within the shack premises. The holding tank should be provided above the ground level. There should be two holding tanks installed for disposal of wash water and sewage separately. The shack shall provide additional holding tanks as stand by in the event of emergency. In an event there is difficulty for access to such night soil tankers to approach the holding tanks, then sufficient arrangements are to be made for suction of sewage into the tankers.

- (ii) The shack unit should empty holding tank periodically through night soil tankers to government sewage treatment Plant and submit the copies of receipts to the Board on a monthly basis.
- (iv) The shack unit shall provide Oil and Grease trap for effluent arising from its kitchen prior to its release / discharge into soak-pit / septic-tank and shall have to comply with the 'General Standards for Discharge of Environmental Pollutants - Part-A: Effluents' notified under Schedule-VI, within three months from the date of issue of consent and submit compliance report to this office.
- (v) A good house-keeping shall be maintained within restaurant's premises. All pipes, valves and drains shall be maintained in leak-proof condition. Floor washings shall be maintained to the effluent collection system only and shall not be allowed to find way in open areas.

(v) **Non-Hazardous Solid Waste:**

All the Solid wastes arising in the shack premises shall be properly classified and disposed off to the satisfaction of the Board by:

- Landfill, in case of inert materials, care should be taken to ensure that the material does not give rise to leachate which may percolate into ground water or carried away with storm run-off.
- Controlled incineration wherever possible in case of combustible organic matter.
- Composting in case of bio degradable material
- As per the Authorization issued by this Board in case of Hazardous waste.

The total quantity shall be segregated and treated as follows:

Sr. no.	Type of segregated solid waste	Quantity	Disposal
1	Dry waste	2.3kg/day	Disposed through Village Panchayat Colva

- (vi) The applicant should upload monthly statement (below format) regarding the solid waste generation online.

Sr. No.	Date	Quantity of wet/dry waste	Name of agency collecting the wet/ dry waste	Authorized Signatory

4. **CONDITIONS REQUIRED TO BE COMPLIED UNDER THE AIR ACT:**

- (i) The shack unit shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise. The limits are as follows

Category of Area/ Zone	Limits in dB (A) Leq	
	Day time	Night time
Industrial Area	75	70
Commercial Area	65	55
Residential Area	55	45
Silence Zone	50	40

Day time is reckoned between 6 a.m. to 10 p.m. and night time is reckoned between 10 p.m. to 6 a.m.

5. **GENERAL CONDITIONS:**

- i. There shall not be any perceptible odour outside the shack unit premises

- ii. All the Rules and Regulations notified by the Ministry of Environment and Forests, Govt. of India in respect of noise pollution control measures shall be followed to avoid nuisance to public.
- iii. Notwithstanding anything contained in this conditional letter of consent, the Board hereby reserves its right and powers under section 27(2) of the Water (Prevention and Control of Pollution) Act 1974 and under section 21(4) of the Air (Prevention and Control of Pollution) Act 1981 to review any or all the conditions imposed hereby.
- iv. Any change in the details made after the submission of the application/ after obtaining the Consent to Establish shall be brought to the notice of the Board immediately
- v. This Consent to Establish is granted without any prejudice to any other permissions(s) required under any laws, bye – laws and regulations in force.
- vi. The shack unit should obtain permission from the Forest Department/ Wild Life Board wherever applicable.
- vii. The shack unit/ generator shall be responsible for safe and scientific collection, transportation, treatment and disposal of Bio-Medical Waste as per the provisions made under the Bio-Medical Waste Management Rules, 2016. Any activity as defined under BMW (M&H) Rules has to obtain a separate Authorization from Goa State Pollution Control Board.
- viii. The shack unit shall apply for Consents to Operate of the Board as required under section 25(1) (b & c) of the Water (Prevention and Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention and Control of Pollution) Act, 1981 in the prescribed application form, 45 days before commissioning of the plant
- ix. The shack unit shall comply to the Guidelines and DUST Mitigation measures in handling Construction material and Construction & Debris waste issued by Central Pollution Control Board and are placed on Board website goaspcb.gov.in
- x. **The shack unit shall obtain the NOC of the Colva Village Panchayat as well as from Goa Coastal Zone Management Authority (GCZMA) and submit the copy to the Board at the time of applying for CTO. Thus, the said unit should not be made operational without valid CTO of the Board.**

To,
Mr. Antonio Mascarenhas
 H. No. 15, Cavorim, Moll,
 Chandor, Goa.

Copy to –

1. **The Member Secretary, Goa Coastal Zone Management Authority, C/o. Department of Science, Technology & Environment, 1st Floor, Pandit Deendayal Upadhyay Bhavan, Behind Pundalik Devasthan, Porvorim Goa.**

301

2. **The Director**, Department of Tourism, Paryatan Bhavan, Patto, Panaji – Goa.
3. Accounts Section.
4. Concerned File.
5. Guard File

Received Consent fee of: **The capital Investment of the unit is Rs. 19,39,800/-**

Challan no.	Amount	Date
005	Rs. 2,800/- (Water & Air consent)	14/11/2018

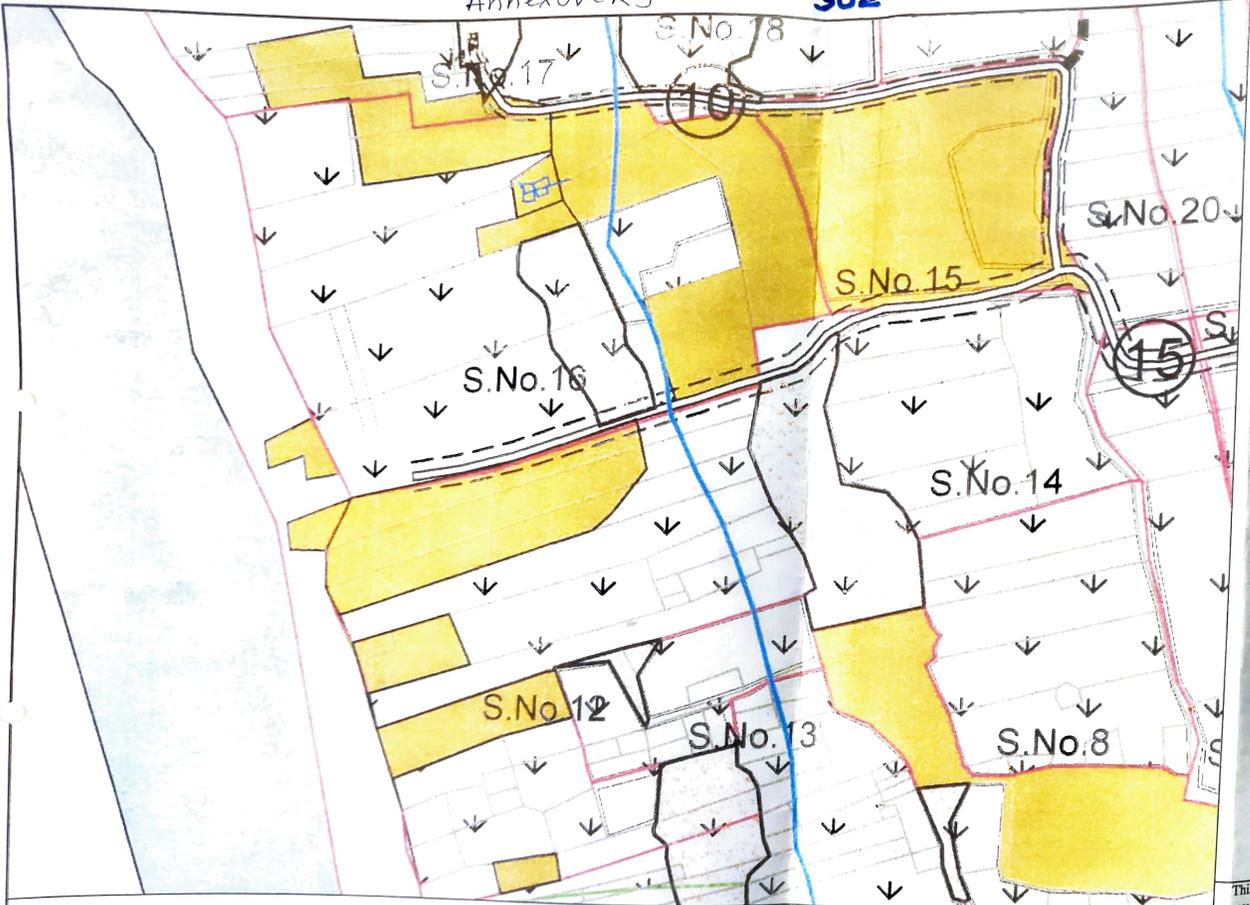
MOHAN
RATNAKAR
GIRAP

Digitally signed by MOHAN
RATNAKAR GIRAP
Date: 2019.01.08 17:20:18
+05'30'

(Dr. Mohan R. Girap)
Scientist 'C'

For Goa State Pollution Control Board

Near Pilerne Industrial Estate, Opp.- Saligao Seminary, Saligao-Bardez Goa-403511



- LAND USES**
- ECOLOGICALLY SENSITIVE AREAS (ECO-1)**
- NO DEVELOPMENT SLOPES
 - PADDY FIELDS / KHAZANS
 - RIVERS / NALLAS / POND
 - SAND DUNES / SANDY AREAS
- OTHER ECOLOGICALLY SENSITIVE AREAS (ECO-2)**
- CULTIVABLE LAND
 - ORCHARD
 - NATURAL COVER
 - SALT PAN
 - IRRIGATION COMMAND AREAS
- SETTLEMENTS**
- SETTLEMENT AREA
 - INSTITUTIONAL
- TRANSPORTATION**
- MAJOR DISTRICT ROAD (25m)
 - MAIN PANCHAYAT ROADS (15m)
 - OTHER PANCHAYAT ROADS (10m)
 - PROPOSED ROADS
- ADMINISTRATIVE BOUNDARIES**
- PANCHAYAT BOUNDARY
 - SURVEY BOUNDARY
 - SUB DIVISION BOUNDARY
- OTHERS**
- CREMATORIUM / CEMETERY
 - PLAY GROUND
 - 200 MTR. LINE FROM HTL
 - 300 MTR. LINE FROM HTL
 - DISASTER MANAGEMENT SITE
 - SCHOOL
 - EXISTING BRIDGE

TALUKA:- SALCETE

VILLAGE :- SERNABATIM



SCALE 1:2000

This is a general index. The features shown in the index may not be reflected in the map

REGIONAL PLAN FOR GOA-2021 (RPG-21)

FINAL PRINT (Part Area)

REGIONAL PLAN DIVISION TOWN AND COUNTRY PLANNING DEPT. GOVT. OF GOA





305



306

