

BEFORE THE HON'BLE NATIONAL GREEN TRIBNAL
WESTERN ZONE BENCH PUNE, AT PUNE
ORIGINAL APPLICATION No. 141 OF 2024

BETWEEN

PRAKASH AGRAWAL

...APPLICANT

VERSUS

MATHIAS CONSTRUCTION PVT. LTD. & ORS. ...RESPONDENTS

INDEX

Sr.	Particulars	Page No.
1	Objections to the Joint Committee Report on behalf of the Original Applicant a/w Affidavit	01 – 39
2	ANNEXURE-A-1 A true copy of the NOC issued by Planning & Development Authority dated 06.07.1998	40 – 45
3	ANNEXURE-A-2 A true copy of the NOC issued by Planning & Development Authority dated 06.07.1998	46 – 53
4	ANNEXURE-A-3 A true copy of the Criminal Complaint filed before Police by Kshamata Dessai vide dated 25.09.2001	54 – 61
5	ANNEXURE-A-4 A true copy of the FIR lodged against Mr. Joe Mathias vide dated 25.01.2002	62 – 63
6	ANNEXURE-A-5 A true copy of the undertaking given by Mr. Joe Mathias before Planning & Development Authority vide dated 22.05.2007	64 – 71
7	ANNEXURE-A-6 A true copy of the Consent to Establish (CTE) issued by GSPCB to PP vide dated 20.06.2007 (which was valid upto commissioning or three years i.e. 19.06.2010, whichever earlier)	72 – 75
8	ANNEXURE-A-7 A true copy of the Complaint filed by Mr. Ranjit Satardekar showing involvement of Former Goa Minister Mr. Vishwajeet Rane apprehending undue influence vide dated 03.03.2010	76 – 83

9	ANNEXURE-A-8 A true copy of the Complaint filed by Mr. Ranjit Satardekar showing involvement of Former Goa Minister Mr. Vishwajeet Rane apprehending undue influence vide dated 26.03.2010	84
10	ANNEXURE-A-9 A true copy of the MOU between Mrs. Kshamata Dessai & PP vide dated 21.01.2011	85 – 101
11	ANNEXURE-A-10 A true copy of the MOU between Smt. Sukanti Gomes & PP vide dated 03.02.2011	102 – 140
12	ANNEXURE-A-11 A true copy of the RERA Registration details dated 28.02.2020	141
13	ANNEXURE-A-12 A true copy of the Layout plan dated 09.05.2022	142 – 143
14	ANNEXURE-A-13 A true copy of the Completion & Occupancy Certificate issued by Architect of PP vide dated 10.03.2023	144
15	ANNEXURE-A-14 A true copy of the Email in reply written by Society Member to the PP for finalisation of Garbage Collection Location vide dated 16.10.2024	145 – 152
16	ANNEXURE-A-15 A true copy of the Email in reply written by One of the Society Member Mr. Sanjeev Sudan to the PP for finalisation of Garbage Collection Location vide dated 29.10.2024	153 – 174
17	ANNEXURE-A-16 A true copy of the Photographs showing shifting of STP Location vide dated 30.12.2024	175 – 177


APPLICANT

Note: Illegible pages will not be relied and only typed page numbers at top/bottom centre of page will be referred & relied to avoid confusion.

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**OBJECTIONS ON BEHALF OF THE ORIGINAL APPLICANT TO
THE JOINT COMMITTEE REPORT**

I, Prakash Agrawal, aged 64 Years, Residing at 703 La Gomera, Mathias Ocean Park Residency, Dr E Borges Road, Donna Paula, Panji 403004, do hereby solemnly affirm and state on oath as follows:

- 1) I is respectfully state that, the Joint Committee is acting in bias manner and against the law to cover-up illegality of their superiors from Goa Planning Authority, MoEFCC, DoE, SEIAA-Goa & GPCB and further to cover-up their own corruption and misconduct. That the Joint Committee Report is cursory, casual, unscientific, false baseless, misleading reports cannot be relied and needs to be set aside
- 2) The report of the committee is full of suppression of facts and false statements. That this Applicant is requesting this Hon'ble NGT to direct the Joint Committee members to submit their affidavit in support of Report for legal validity of this document, to this Hon'ble NGT take action accordance with law for filling false report with false affidavit.
- 3) The Joint Committee is guilty of contempt of court as they have not carried out the inspection in accordance with the directions of this court and have made intentionally false averments and concealed vital facts from this Hon'ble Court.

- 4) The records of NGPDA suggest that on 06.07.1998 (**ANNEXURE-A-1**), Clothildas Fernandes gave a signed NOC in favour of Joe Mathias for the acquisition of the 10% Undivided share in the project land.
- 5) That on 25.09.1998 (**ANNEXURE-A-2**), the NGPDA based on the purportedly signed NOC of Mrs. Clothildas fernandes issued a NO Objection Certificate to Joe Mathias for the purchase of the 10% share of the project land).
- 6) That on 13.09.2001 (**ANNEXURE-A-3**), Mrs. Kshamta Vinayak Dessai Lodged an complaint before the Inspector, The Town Police Station at Panji where in para 11 she has stated as follows:

“11. From her childhood/birth, said Clothildas is illiterate and does not know to sign in any language or in any script. She only knows to speak Konkani, which is her mother tongue, having born in Goa, from her birth till today, said Clothildas has been/is putting her thumb impression on every document and on every paper wherever her signature was and is required. During her lifetime till today, not a single document can be found anywhere signed by Clothildas in any script. Every document, wherever the same exists, bears thumb impression of the said Clothildas. You can verify this fact from the Inventory Proceeding No. 993/40/A, Regular Civil Suit No. 104/94/C, all of which are in possession of Panjim Civil Court.”

This makes it clear that the purported NOC dated 06.07.1998 of Mrs. Clothildas Fernandes was forged and fabricated by Joe Mathias to obtain the No Objection Certificate from NGPDA for the acquisition of the 10% Share of the project land.

- 7) That on 25.01.2002 (**ANNEXURE-A-4**), Panjim Police registered a FIR bearing No. 17/2002 with Panji Police Station u/s 468, 471 & 420 of IPC for forging the signature of Mrs.

Clothildas Fernandes against Joe Mathias on the complaint with the following contents:

“On the D.T.P.O mentioned above, the above noted accused person impersonated one Smt. Clothildas Fernandes, applied and obtained No Objection Certificate from North Goa Planning and Development Authority for the registration of sale deed of undivided share of property bearing survey no. 249/1-A of Taleigao, Tiswadi Goa. The accused further forged the signature of Smt. Clothildas Fernandes on said application. Hence, accused committed an offence punishable u/s 468, 471 & 420 IPC.”

- 8) That on 22.05.2007(**ANNEXURE-A-5**), that the developer has given an undertaking dated 22.05.2007 on a stamp paper based on which the Directorate of Fire & Emergency Services issued NOC No. DFS/FP/C-1/3/07-08/145 Dated 18/5/2007. The developers have violated every clause of the said undertaking. The violations are listed below:

Sr.	Stipulation in the undertaking	Violation
1.	Notional Building Code Part IV to be complied with.	<ul style="list-style-type: none"> • Every stipulation and requirement of the NBC has been defiantly and intentionally violated by the Developer. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
2.	The Open Spaces around the building shall conform to NBC V	<ul style="list-style-type: none"> • The open spaces around the building are clogged with parking as the builder has failed to provide 453 covered parking spaces in the Sector 1. • Majority of the 453 Parking Spaces were in the basement of Sector 1 which the developer has not constructed and the authorities were generous to grant clearance to the builder without the same.

		<ul style="list-style-type: none"> • The 6 meters periphery road that is provided in the sanctioned plan has not been built by the developer and on west side and on the south and east side the developer has erected sheds and caused hinderance to the movement of fire tender and ambulance. • The developer wants to build a wall and take away a major park of the area of Sector 1 and give it to Sector 2 for monetary gains risking the lives and safety of the residents. • The Environmental Clearance granted by MoEF dated 16.05.2007 also stipulates that the open spaces cannot be used r any purpose. • The agony does not end there is a commercial gym which is located in the common area of the sector 1 where the cars of the customers of the Gym are parked blocking and clogging the passages. This further deprives the residents of the Sector 1 of parking spaces. • The Developer has sold these the 124 parking spaces to a handful of residents and made crores of rupees by the illegal activity. • <u>These 124 Stilt parking spaces are a part of the fractionally owned common areas of the owners of Sector 1.</u> • Multiple Parking Spaces have been sold by the developer to few flat owners forcing the majority of the flat owners to park in the passages. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
3.	Adequate passage of height of 4.5 Metres to be maintained	<ul style="list-style-type: none"> • The illegal sheds constructed by the developer on the east and south end have a height of less than 4.5 metres wherein the movement of Fire Tender and ambulance becomes impossible.

		<p>The clear headroom of 5 metres is not provided by the developer.</p> <ul style="list-style-type: none"> • <u>The sheds have been sold on the fractionally owned parking areas of the residents of sector 1.</u> • The Developer has sold these illegally constructed sheds and made crores of rupees by the illegal activity. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
4.	Courtyard up to 12 metres of building line to be of hard surface capable of taking load of 24 M/T without obstruction.	<ul style="list-style-type: none"> • The width of passageway from the building line is less than 12 metres. • The same is clogged with illegal parking on the passage making it impossible for fire tender and ambulance to navigate in the complex. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
5.	Fire Escape/External Staircase	<ul style="list-style-type: none"> • Not provided by the developer. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
6.	Fire lift with a capacity of 8 passengers with a intercommunication system	<ul style="list-style-type: none"> • There is not a single lift that can accommodate 8 passengers in the Sector 1 of the project. • The two-way communication system is missing and whatever has been provided is of very poor quality and is mostly nonfunctional. • The lifts have a very poor quality and a very high failure rate with the two lifts of the same tower going nonfunctional at the same time. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
7.	Electrical Cable Shafts	<ul style="list-style-type: none"> • They do open in the staircase enclosures.

		<ul style="list-style-type: none"> • No inspection doors provided • The shafts are not sealed with non-combustible material. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
8.	Escape route lighting	<ul style="list-style-type: none"> • The same is not independent. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
9.	Overhead tank for Fire Safety of 25,000 litres on top of each building	<ul style="list-style-type: none"> • Water Tank for fire safety has not been provided by the developer of 25,000 litres on top of every building. • Apart from the fire water tank three more tanks of equal capacities are required on every building for Drinking Water, Solar Heated Water and STP Water. • There is no booster pump. • There Is no water in the outlets provided and in case of fire we cannot save ourselves. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
10.	Down comer	<ul style="list-style-type: none"> • Down Comer is provided but there is no water as there is no tank for fire safety provided. • There is no water connection from PWD department which was a requirement precedent to the grant of possession to the residents in the sector 1. • The developer has given possession without PWD water connection, and the authorities also have not insisted on the same being made available before grant of possession of the apartments. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR

		THREAT TO LIFE AND SAFETY OF RESIDENTS.
11.	Alarm System	<ul style="list-style-type: none"> • Not functional • Never tested. • THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
12.	Sprinkler System in basement	<ul style="list-style-type: none"> • The basement that was supposed to be constructed and used for parking spaces has not been constructed by the developer. • The non construction of basement is a major reason for the clogging of the passages. • The builder has saved crores of rupees by not constructing the basement and the parking spaces therein. • The shortage of parking spaces increases the prices of the available parking spaces which the builder has sold to RESIDENTS at a premium. • Shortage increases the premium. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.
13.	Portable Fire Extinguishers	<ul style="list-style-type: none"> • The developer has failed to provide the same and sometime in 2020/2021 the same has been installed by the owners from their corpus. • COST SAVING BY THE BUILDER.
14.	Illuminated Fire Exit Sign Board	<ul style="list-style-type: none"> • There is not a single illuminated fire exit sign board in the sector 1 of the project. • COST SAVING BY THE BUILDER. THIS IS AT A COST OF MAJOR THREAT TO LIFE AND SAFETY OF RESIDENTS.

9) That on 22.05.2007, on a stamp paper of Joe Mathias (R3) based on which the Directorate of Fire & Emergency Services

issued NOC No. DFS/FP/C-1/3/07-08/145 Dated 18/5/2007.

- 10) That on 20.06.2007 (**ANNEXURE-A-6**), PP procured the Consent to Establish (CTE) from GPCB. That the said CTE was valid upto commissioning of project or three year, i.e. 19.06.2010, whichever is earlier. That there was no valid consent obtained by the PP after expiry of this CTE and there are huge gaps in CTE as mentioned in OA.
- 11) That on 03.03.2010 (**ANNEXURE-A-7**), Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority, In this letter Shri Ranjit Satardekar has stated as follows:

“We maintain that the former Member Secretary Rajesh Naik has illegally and fraudulently issued NOC dated 14/6/2006. It has been already brought to the notice of this Authority that a portion of the said property admeasuring 640 sq. mts. is fraudulently transferred in favour of the company Meridian Estates owned by Smt. Divya Rane, wife of Health Minister Vishwajeet Rane and daughter-in-law of Pratapsingh Rane, the Chief Minister of Goa when the Sale deed dated 24/10/2006 was executed. We have already filed before the Court of Senior Civil Judge at Panaji the Special Civil Suit No. 105/2009/A praying that the said sale deed dated 24/10/2006 be declared null and void and the possession of the said portion of 640 sq. mts. be restored to the estate of Andre Andrade. A copy of the plaint in the said suit is already produced before you to take cognizance of it. We have apprehension in our minds that in the way, he (said Mathias) has done in the past while obtaining the previous permission dated 14/6/2006 from your office, he may try to get new the permission now applied) using the influence of said Divya Rane and her family members as they are interested in the portion of the said property 249/1-A.”

- 12) That on 26.03.2010 (**ANNEXURE-A-8**), the Letter of Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority states as under:

“Since the interest of the company Meridian Estate Pvt. Ltd. owned by Divya Pane (wife of Goa’s Health Minister Vishwajeet Pane) is directly involved in the property bearing Survey No. 249/1-A of Taleigao Village, for which development permission is sought by Joe Mathias, there is a cause for apprehension in my mind that despite my valid and legal objections, your office may suddenly take a decision to grant it. The said Joe Mathias who is sitting on the volcano of wrongful/illegal acts, for which he has faced and is facing number of cases in various courts of Goa including the Bombay High Court at Goa and also before government authorities will not hesitate to exert influence from various quarters on your office to get the said development permission.”

- 13) That on 21.01.2011 (**ANNEXURE-A-9**), MOU has been entered by Mathias Construction Private Limited with Kshamta Dessai on 21.01.2011 between Mathias Construction Private Limited and Kshamta Dessai for purchase of her share in the project land after it was a part of the assets of the company on 31.03.2009 was executed. The MOU dated 21.01.2011 executed between Mathias Construction Pvt. Ltd and Mrs. Kshamta Dessai for purchase of 10% stake in the land which Mathias Construction Pvt. Ltd claims to have obtained vide Deed of Assignment from Joe Mathias on 31.03.2009.

- 14) That on 03.02.2011 (**ANNEXURE-A-10**), the accused obtained the 20% Share of Land from Mrs. Sukanti Sabastian Gomes vide MOU dated. The MOU states as under:

“AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs.

Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children, in this property who are not parties to this agreement and will enter into a separate Agreement with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Agreement agrees and ensures to sufficiently indemnify the Parties of the First Part as against any such claim of the said (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children.

It is beyond comprehension as to why the accused company would acquire the 20% undivided share of land of the same property on 03.02.2011 which it claims had absolute ownership on 31.03.2009 vide a slump sale.

- 15) This applicant states that currently Shri Vishwajeet Rane holds the portfolio of Town and Country Planning and the departments that have been instructed to carry out this inspection are under his charge. This applicant states that there is no scope of a fair reporting of the situation by the authorities with respect to the project under reference. It is also interesting to note that Joe Mathias has sold the land to Meridian Estates Private Limited at a price lower than what is his "purported" price of purchase of the project land.
- 16) Since the PP does not have the title of the land the sale of land by Joe Mathias to Meridian Estate Pvt. Ltd is void and the bungalow of Shri Vishwajit Rane who is the Minister of Town and Country Planning for the state of Goa is also liable to be demolished. No mention of the same has been made while obtaining the EC dated 16.05.2007 by the PP.
- 17) The bungalow of Shri Vishwajeet Rane who holds the portfolio of Town and Country Planning is an integral part of the

project. There was no question of sale of any land to the company of the minister's family as the developer till date does not hold the title of the land in his favour.

- 18) **It is surprising that the team that visited the project site did not enquire that the residents of the project are forced to consume unhygienic and adulterated tanker water even till date and the developer granted possession to the apartment buyers in 2015.** It is equally surprising that the team did not visualize the blatant violations of the fire safety norms in the project.

- 19) That on 16.10.2024 (**ANNEXURE-A-14**), an email of Mathias Ocean Park Association sent to the PP reads as:

“Dear Mr Mathias –

We will get back to you after studying the layout plan/s.

However, we would like to bring to your notice a serious incident which happened in the Ocean Park premises last evening.

The residents on the west side, behind the buildings - Gran Canaria B, C and Boa Vista A & B heard sounds of a dog clearly in distress, in Sector 2. As this was in the evening and dark, we could not spot the dog.

We contacted the fire brigade, whose personnel were thankfully very quick to respond and reached Ocean Park sector 1.

BUT

They could not maneuver their fire brigade vehicle inside at all. The fire brigade driver mentioned that the road was too narrow for the vehicle to proceed inside.

Two personnel of the fire brigade, then proceeded on foot, went across to sector 2 and rescued the dog which was trapped in a trench.

Thanks to them and all the good samaritans involved in this exercise, the dog was rescued.

The alarming realisation of those present was the inability of the Fire truck to enter within the complex. We would like you to assess this issue for the benefit of the safety of the complex.

We also realise that a similar predicament will be faced on the back side of the buildings - Corvo B - to Azores A , should an incident involving fire were to occur. No movement of fire vehicles is possible in that narrow road - with parking sheds built in.

We would like to forewarn you about this imminent risk, based on real time assessment, as witnessed yesterday.

We would await your response and look for solutions (without altering current facilities and beautifications already executed as per plans example; Fountain/Garden Size) towards this issue.

Regards

EC MOPA”

The above email is a clear indication of how severely the illegal activities of the developers and the non-fulfilment of the statutory obligations by the statutory authorities is casting a serious threat to the lives and safety of the residents.

- 20) That on 29.10.2024 (**ANNEXURE-A-15**), letter of resident of the project i.e. Mr. Sanjeev Sudan addressed to the PP (R1) about the issue of fire safety in the Sector-1, the salient paragraphs of the letter are highlighted herein:

“Last year, during Mr. Mathias visit he was apprised by many of us the challenges Ambulance services faced attending Mr. Ghai’s Father passing away and two accidents occurred because of insufficient driveway due to angular parking. Mr. Mathias had acknowledged the same and promised that he would solve it.

I have stayed very little in my apartment since I bought it but feel very concerned having lost six extended family members in a Fire Incident.

Car fires and fires in high-rise buildings videos on YouTube shows fire goes out of hands in minutes.”

I say that the life of Mr. Ghai’s Father could have been saved if the ambulance could have reached the location in time.

- 21) This applicant states that following concerns that are causing severe threat to the lives and safety of the residents of the project have been deliberately and intentionally not reported by the team that visited the project for inspection:

Sr.	Requirement	Impediments
1.	<p><u>PWD WATER SUPPLY</u></p> <ul style="list-style-type: none"> • Adequate availability of the PWD Water for Sector 1 and Sector 4 of the project. • The water requirement for Sector 1 alone works out to 273 KLD without considering the swimming pool and commercial gym. With the same it is about 373 KLD • Minutes of Meeting dated 01.05.2017 of Mathias Ocean Park Association confirming that PWD water connection will be obtained in 1 months' time. • Minutes of Meeting dated 18.05.2018 of Mathias Ocean Park Association confirming that PWD water connection will be obtained by March 2019 • Minutes of Meeting dated 10.11.2018 of Mathias Ocean Park Association confirming that PWD water connection will be obtained by March 2019 • E Mail dated 23.12.2021 of Joe Mathias informing that they have water connection of only 20-25 KLD. 	<ul style="list-style-type: none"> • The same is not available and the implementation of the requirement of Fire & Emergency Services cannot be made available to the project without PWD Water. • This remains an impediment in both Sector 1 and 4 of the Phase 2 of the project. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.
2.	<p><u>ADEQUATE WATER TANKS ON EACH BUILDING</u></p> <p>The Developers were required to construct separate water tanks on each of the 13 buildings for</p>	<ul style="list-style-type: none"> • These tanks have not been constructed. • The Downcomer is all empty without any water supply since 2015.

	<p>a. Drinking Water. It is estimated that a tank with a capacity of 25000 Liters Capacity will be required for this on each 13 buildings in Sector 1.</p> <p>b. Fire Tank of 25000 Liters capacity each atop all the 13 buildings.</p> <p>c. STP Water tank to hold 373 KLD of Water atop all the 13 buildings.</p> <p>d. Drinking Water tank of 25000 Liters capacity.</p> <p>e. It is estimated that a tank with a capacity of 25000 Liters Capacity will be required for this on each 13 buildings in Sector 1.</p>	<ul style="list-style-type: none"> • It is beyond comprehension as to how fire safety clearance was granted to the project. • It is impossible to construct these tanks now as the construction of the building is of a very poor quality and cannot take the load of the additional construction. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.
<p>3.</p>	<p>POOR QUALITY CONSTRUCTION</p> <ul style="list-style-type: none"> • The Occupation Certificate and Completion Certificates were granted to the Developers in the year 2015. • There has been leakage reported in the complex since 2016 in many individual apartments and the common area of the Sector 1. • Several attempts have been made to rectify the leakages and the same have failed due to structural defects and poor quality of construction. • Screen Shot of WhatsApp Message dated 13 May 2024 of Azra Sheikh the ex-Secretary of the Mathias Ocean Park Association wherein she has confirmed that the leakages are there in the project since 2016. • Minutes of Meeting dated 15.08.2021 of Mathias Ocean Park Association wherein Mr. Joe Mathias agreed to rectify 	<ul style="list-style-type: none"> • The infrastructure that was required to be constructed by the Developers for Fire & Emergency Services prior to obtaining the Completion and Occupation Certificates in 2015 has deliberately and intentionally not created the same. • With the poor quality of construction and the existing structural defects it is impossible to implement the requirements of Fire & Emergency Services at this stage. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.

	<p>the issue of leakage but the same has not been done till date.</p> <ul style="list-style-type: none"> • Copy of the Minutes of Meeting dated 15.01.2022 of Mathias Ocean Park Association wherein Mr. Joe Mathias confirmed that leakage issue will be taken care by the developers. 	
<p>4.</p>	<p><u>NON CONSTRUCTION OF BASEMENT</u></p> <ul style="list-style-type: none"> • The Sanctioned plan Annexed with the letter dated 24.12.2024 which is certified by the NGPDA on 17.10.2018 states that 453 Parking Spaces were to be provided by the developers in Sector 1 out of which the developers have provided only 124 in Stilt and the balance that were to be provided in basement have not been provided by the developers. • The developers have sold multiple stilt parking spaces in stilt area to one apartment owner. • The Plan certified by the NGPDA on 17.10.2018 has been annexed by the developers with the request for modification and expansion of the project showing that the construction of Sector 1 has been completed in accordance with the terms of sanction. • The sanctioned plan also shows all passages of the Sector 1 of the project as vacant. • Minutes of Meeting dated 01.05.2017 of Mathias Ocean 	<ul style="list-style-type: none"> • The Developers have committed a forgery by stating that the development of Sector 1 as per the terms of sanction has been completed. • It is impossible to construct the basement is Sector 1 of the project at this stage. • This leaves no scope for the residents of Sector 1 of the project not to park their cars in the passages of the project. • This makes it impossible for the movement of Fire Tenders and Ambulance in the Sector 1 of the project. • This violates the fundamental rights of the residents of Sector 1 of the project to live with dignity and safety. • The 12 meters Open concrete space from the building line is not available for the movement of Fire Tenders. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution. • It is not possible to continue living with this threat to life and hence the only option left for the owners of Sector 1 is to park their cars on the road.

	<p>Park Association confirming that the project was taken over by Mathias Construction Private Limited and they completed the construction of the same, No Parking will be allowed in the passages & Parking allowed in passages for Norbert's Gym members demonstrate that the developers started violation of the rules in 2017 when they selectively allowed parking in passages to Norbert's Gym Members.</p> <ul style="list-style-type: none"> • Minutes of Meeting dated 20.03.2021 of Mathias Ocean Park Association wherein it was informed to Mr. Joe Mathias that there is a shortage of parking Spaces. • Minutes of Meeting dated 10.07.2021 of Mathias Ocean Park Association wherein it was informed to Mr. Joe Mathias that there is a shortage of parking Spaces. • Minutes of Meeting dated 15.01.2022 of Mathias Ocean Park Association wherein it was informed to Mr. Joe Mathias that there is a shortage of parking Spaces. • E Mail dated 08.02.2024 of Mathias Ocean Park Association stating that Parking of Vehicles in Passages would hinder the movement of vehicles and make it impossible for the navigation of Fire Tender and Ambulance. • E Mail dated 01.04.2023 of Joe Mathias Backtracking on his commitment to provide covered parking spaces in 	
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	<p>Sector 2 of the project, thereby denying the owners of Sector 1 the rights to 453 Covered Parking Spaces.</p> <ul style="list-style-type: none"> • Letter dated 12.03.2007 of Joe Mathias along with the plan annexed thereto addressed to MOECC is clear that all the sectors of the project were to have basement car parking spaces and that there will be no traffic congestion and parking of vehicles on road. This letter has been annexed in my letter dated 24.12.2024. The developers have assured in this letter that there will be no congestion. But the reality can be seen to be otherwise. 	
<p>5.</p>	<p><u>CONSTRUCTION OF 44 ILLEGAL SHEDS IN THE PASSAGES THAT WERE TO BE KEPT FREE FOR MOVEMENT OF FIRE TENDERS AND AMBULANCE</u></p> <ul style="list-style-type: none"> • The developers have constructed 44 illegal Sheds on the Eastern and Southern Sides of the Sector 1 in passages that were meant to be clear for movement of Fire Tenders and Ambulance. • The developers have sold these sheds to selective purchasers of the apartments in Sector 1. • E Mail dated 29.03.2023 of Mr. Prashant Chopra the Current Treasurer of Mathias Ocean Park Association demanding removal of 44 illegal sheds in passages. • E Mail dated 22.02.2024 of Mathias Ocean Park 	<ul style="list-style-type: none"> • Impossible for the movement of Fire Tenders and Ambulance in Sector 1. • The 12 meters Open concrete space from the building line is not available for the movement of Fire Tenders. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution. • It is not possible to continue living with this threat to life and hence the only option left for the owners of Sector 1 is to park their cars on the road.

	<p>Association addressed to Joe Mathias to dismantle the 44 illegal sheds and the Norbert's customers should not be permitted to park in the complex.</p> <ul style="list-style-type: none"> • Letter dated 12.03.2007 of Joe Mathias along with the plan annexed thereto addressed to MOECC is clear that all the sectors of the project were to have basement car parking spaces and that there will be no traffic congestion and parking of vehicles on road. This letter has been annexed in my letter dated 24.12.2024. The developers have assured in this letter that there will be no congestion. But the reality can be seen to be otherwise. 	
6.	<p><u>ILLEGAL SALE OF PARKING SPACES</u></p> <ul style="list-style-type: none"> • E Mail dated 29.03.2023 of Dr. Satish Gupta objecting to the illegal sale of parking Spaces. 	<ul style="list-style-type: none"> • The illegal sale of parking spaces by the developers have caused an imbalance as some of the members are enjoying upto 4 reserved covered parking spaces and most owners do not have any designated space leaving them with no option but to park the vehicles on any available space obstructing the movement of vehicles in the Sector 1. • Impossible for the movement of Fire Tenders and Ambulance in Sector 1. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.
7.	<p><u>AREAS OF SECTOR 1 AS PER SANCTIONED PLAN BEING TRANSFERRED TO SECTOR 2</u></p>	<ul style="list-style-type: none"> • This will further make the issue of parking of cars and movement of vehicles impossible.

	<ul style="list-style-type: none"> • Mr. Joe Mathias informed by email dated 03 February 2024 the owners of Sector 1 that the 2nd 10-meter Exit Road and the 6 Meters Periphery Road will now be a part of Sector 2. • Further informed that parking on 10 Meters Road was only a temporary solution. 	<ul style="list-style-type: none"> • Impossible for the Fire Tenders and Ambulance to navigate in Sector 1. • The 12 meters Open concrete space from the building line is not available for the movement of Fire Tenders. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.
8.	<p><u>TREES CUT TO MAKE PARKING SPACES</u></p> <ul style="list-style-type: none"> • Email dated 19.03.2023 of Dr Eugene Rent objected to the cutting of Trees and reminded Joe Mathias of his assurance to provide Parking Spaces in Sector 2 area. • E Mail dated 10.04.2023 of Prashant Chopra Objecting to the cutting of Trees. • E Mail dated 19.04.2023 of Joe Mathias addressed to Jaspal Sinha not to obstruct his men from cutting trees and garden to create more parking spaces in the passages. 	<ul style="list-style-type: none"> • This has effectively reduced open areas in the Sector 1 clogging the movement of vehicles. • Impossible for the movement of Fire Tenders and Ambulance. • The 12 meters Open concrete space from the building line is not available for the movement of Fire Tenders. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.
9.	<p><u>CALLOUS ATTITUDE OF THE DEVELOPERS RIGHT FROM THE EARLY STAGES OF IMPLEMENTATION OF THE PROJECT TOWARDS SAFETY OF RESIDENTS</u></p> <ul style="list-style-type: none"> • The attitude of the developers towards the safety of life and property of the residents has been visibly very callous and insensitive from the beginning. • The developers have played with the lives and safety of the residents of the project from the beginning. 	<ul style="list-style-type: none"> • The Developers have misguided the authorities projecting that they have complied with the requirements of Fire and Emergency Services. • The Forgery and Fraudulent activity of the developers has resulted in a situation where their intentions cannot be trusted. • Serious threat to the life and safety of the residents of the project and deprivation of their fundamental rights under article 21 of the Constitution.

22) That on 22.07.2024, the Hon'ble NGT in OA 141/2024 passed an order and relevant Paragraphs of the said order reads as:

1. *The issue raised in this application is in respect of non-compliance of the terms of the Environmental Clearance (EC) dated 16.05.2007 by the respondent Nos.1 to 4. The continuation of construction is after the expiry of the EC on 15.05.2012, grant of Consent to Establish by the GSPCB on 16.01.2016 and Consent to Operate on 15.03.2019 after the expiry of EC on 15.12.2015 and the same is in violation of the directives dated 21.04.2015 of CPCB, grant of Completion Certificate and Occupancy Certificates on 14.05.2015 and 25.08.2015 after the expiry of the validity of the EC on 15.05.2012. The grant of modification of the EC is dated 28.11.2019 by SEIAA- Goa without verifying the blatant violations of the EC dated 16.05.2007, CTE dated 11.01.2016 and CTO dated 15.03.2019. As per the applicant, there is deliberate failure of the authorities to take action in respect of the violations in the project from the years 2007 to 2024, even after several visits.*
2. *It is further contended that there is no provision of rain water harvesting, no facility of Sewage Treatment Plant (STP), untreated water is being discharged into the water body, there is no green belt and there is violation of green belt area for landscape, there is cutting of trees and a lot of plots are under dispute.*
3. *The main grievance of the applicant is non-compliance of the terms of the Environmental Clearance (EC).*
4. *Considering the averments/allegations made in the present application, we prima facie find that substantial issue of environment has been raised and therefore, we admit this Original Application."*

23) **From the above order the scope of the committee was to enquire and investigate:**

- a) The continuation of construction is after the expiry of the EC on 15.05.2012,
- b) grant of Consent to Establish by the GSPCB on 16.01.2016 and Consent to Operate on 15.03.2019 after the expiry of EC

1215

- c) The grant of modification of the EC is dated 28.11.2019 by SEIAA- Goa without verifying the blatant violations of the EC dated 16.05.2007, CTE dated 11.01.2016 and CTO dated 15.03.2019.
 - d) Deliberate failure of the authorities to take action in respect of the violations in the project from the years 2007 to 2024, even after several visits.
 - e) The team has not carried out the inspection in accordance with the order dated order dated 22.07.2024 of the Hon'ble NGT in OA 141/2024.
 - f) The above establishes that the committee has carried out inspection in violation of the orders dated 22.07.2024 of the Hon'ble NGT in OA 141/2024 and the authorities in Goa are hand in glove with the PP.
 - g) The violations of the EC dated 16.05.2007 read with the submissions of PP based on which the EC dated 16.05.2007 has been granted have been listed by this applicant in Paragraphs 20 & 21 on pages 23 to 37 of OA 141/24.
 - h) Violations of Consent to Establish dated 11.01.2016 have been listed by this applicant in Paragraph 22 on pages 37 to 41 of OA 141/24.
 - i) Violations of Consent to Operate dated 15.03.2019 have been listed by this applicant in Paragraph 23 on pages 41 to 51 of OA 141/24.
 - j) With the interest of ministers in the project, it will be impossible to expect any proper response from the authorities at Goa.
- 24) **There was no scope of any confusion on the part of the committee that had visited the inspection site.**

Sr.	Description
1.	16.05.2007

Environmental Clearance issued by the Ministry of Environment and Forests for the construction of "Ocean Park" at Survey no. 249/1 A, Village Taleigao, Tiswadi, Goa by M/S Mathias Construction Pvt. Ltd., Goa consisting of 548 apartments in the C-1 zone and 840 apartments in C-2 zone (Total 1388 apartments)

Comments

1. The EC dated 16.05.2007 expired on 15.05.2012.
2. North Goa Planning & Development Authority revised development permission vide order No. NGPDA/342/1653/13 Dated 01/10/2013. In this permission the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. This was issued after expiry of EC dated 16.05.2007. **The developers had kept the building under construction incomplete, as he wanted to increase the number of floors.**
3. Village Panchayat of Taleigao revised construction license No. VP/TLG/CONST.LIC./86/2013-14/2240 Dated 22/01/2014. In this license the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. **The developers had kept the building under construction incomplete, as he wanted to increase the number of floors.**
4. Directorate of Fire & Emergency Services NOC No. DFES/FP/C-1/3/2012-13/281 Dated 18/01/2013. In this permission the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. **The developers had kept the building under construction incomplete, as he wanted to increase the number of floors.**
5. Completion Certificate issued by the North Goa Planning and Development Authority vide reference No. NGPDA/342/(Part File)349, dated 14/05/2015. This was issued after expiry of EC dated 16.05.2007. **Establishes beyond reasonable doubt that the construction was carried out after the expiry of EC dated 16.05.2007.**
6. Occupancy Certificate from the Office of the Village Panchayat of Taleigao vide reference No. VP/TLG/OCCUP CERT/36/15-16/1386 dated 25/08/2015. This was issued after expiry of EC dated 16.05.2007. **Establishes beyond reasonable doubt that the construction was carried out after the expiry of EC dated 16.05.2007.**
7. Major Portion of the construction was carried out by R1 after the expiry of the EC dated 16.05.2007. The committee has failed to bring this in record.

	8. The construction carried out after the expiry of EC is an illegal construction and liable for demolition.										
2.	<p>20.06.2007 Consent to Establish issued by the Goa State Pollution Control Board for the establishment of the residential complex.</p> <p>Comments</p> <ol style="list-style-type: none"> 1. The Consent to Establish dated 20.06.2007 was valid for a period of 3 years and the same expired on 19.06.2010. Thereafter the project was completed without a valid Consent to Establish. 2. As per the term of EC dated 16.05.2007 the copy of CTE dated 20.06.2007 has not been submitted by the PP to the MOECC. 3. The R1 did not approach the GSPCB for extension of the CTE dated 20.06.2007. 4. The GSPCB permitted the PP to carry out activity of establishment of the project without a valid CTE. 5. 90% of the work of the project has been completed after 20.06.2010 6. The project has been established without a Consent to Establish. 7. The subcontractor for the construction of the project was appointed by the R1 on 16.04.2009 as per the MOU submitted by them at Page 935-971 of the Compilation. 8. Condition 1 reads as : <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">Sl.</th> <th style="width: 65%;">Description</th> <th style="width: 30%;">Comments</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td><i>“Trees shall be planted and maintained around the plant in an area at least 4 times the built area of the industry. Green belt development shall be started along with the construction activity.”</i></td> <td> <ul style="list-style-type: none"> The requisite trees have not been planted till date i.e. 18 years from the date of grant of CTE The Green Belt development has not been undertaken till date i.e. 18 years from the date of grant of CTE </td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The domestic wastewater shall be treated in a properly designed septic tank and discharged on land for percolation through soak pit of</td> <td> <ul style="list-style-type: none"> The untreated effluent in the Sector 1 of the project is being </td> </tr> </tbody> </table>		Sl.	Description	Comments	1.	<i>“Trees shall be planted and maintained around the plant in an area at least 4 times the built area of the industry. Green belt development shall be started along with the construction activity.”</i>	<ul style="list-style-type: none"> The requisite trees have not been planted till date i.e. 18 years from the date of grant of CTE The Green Belt development has not been undertaken till date i.e. 18 years from the date of grant of CTE 	2.	The domestic wastewater shall be treated in a properly designed septic tank and discharged on land for percolation through soak pit of	<ul style="list-style-type: none"> The untreated effluent in the Sector 1 of the project is being
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		adequate size within the factory premises.	discharged in soil and sea till date i.e. 18 years from the date of grant of CTE
	3.	The applicant shall not change or alter the quantity, the rates of discharge, temperature and the mode of disposal of the effluent without previous written permission of the Board.	<ul style="list-style-type: none"> In this zero-discharge project the untreated effluent is still discharged in soil and sea
	4.	The applicant shall provide facilities for collection of samples to the Board staff.	<ul style="list-style-type: none">
	5.	The industry shall discharge the treated effluents preferably on land for irrigation/ gardening/lawn within their own premises or re-use after suitable treatment:	<ul style="list-style-type: none"> No such garden spaces have been created till date that can reuse the effluent.
	6.	<p>Stack heights for (a) Diesel generator set(s) shall be as follows:</p> <p>(a) Diesel Generator set(s) : The minimum height of the stack to be provided with each generator shall be as per the formula $H = h + v''RA$ where H = total height of the stack in metres, h = height of the building in metres where the generator is installed and KVA total generator capacity of the set in KVA.</p> <p>The generator shall be installed in a closed area with a silencer and suitable noise absorption systems so as to comply with the ambient noise level standards as mentioned below:</p> <p>The ambient noise level shall not exceed 75 dB(A) at a distance of 5 metros from the source.</p>	<ul style="list-style-type: none"> This has not been complied with by the PP till date.

	<p>7. The applicant shall provide ports in the chimney/stack and facilities such as ladder, platform etc. as per the directions of Pollution Control Board for monitoring the air emissions and the same shall be open for inspection and use by the Board's staff. The chimney/stack attached to various sources of emissions shall be designated by numbers such as S-i S-2, etc, and these shall be painted/displayed to facilitate identification.</p>	<ul style="list-style-type: none"> • This has not been complied with by the PP till date.
	<p>8. Floor washings shall be admitted into the effluent collection system only and shall not be allowed to find their way in storm water drains or open areas. The applicant shall maintain good housekeeping both within the factory and in the premises. All pipes, valves, sewers and drains shall be leak proof.</p>	<ul style="list-style-type: none"> • Approximately 400 KLD of untreated effluent has been discharged by the PP in the sea and soil.
	<p>9. All solid waste arising in the premises shall be properly classified and disposed off to the satisfaction of the Board by:</p> <ol style="list-style-type: none"> i) Land fill in case of inert material ii) Controlled incineration wherever possible in case of organic combustible material. iii) Vermiculture composting in case of bio-degradable, chemically active/hazardous solid waste, care should be taken to ensure that the material does not give rise to leachate which may percolate into ground water or be carried away with run-off 	<ul style="list-style-type: none"> • There is no provision of vermiculture composting in Sector 1 till date.
	<p>10. The industry shall implement the following Rules and Regulations notified by the Ministry of</p>	<ul style="list-style-type: none"> • The Waste Management

	Environment and Forests, Govt. of India, a) Hazardous Wastes (Management and Handling) Rules, 1989; b) Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989; c) Rules for the Manufacture, Use, Import and Storage of Hazardous Micro-organism! - Genetically Engineered Organisms or Cell, 1989.	rules are flouted.
11.	There shall not be any perceptible odor outside the industrial premises.	<ul style="list-style-type: none"> Till date the project has foul smell.
12.	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.	<p>The report of Regional Officer of MOECC dated 08.12.2011 states as under:</p> <p>(a) They are bringing water from outside for construction purpose.</p> <p>(b) Environmental parameters such as AAQ, noise, DG sets emissions levels has not been monitored</p> <p>(c) Low sulfur not used as fuel</p>
13.	The industry shall follow the Rules and Regulations notified by the Ministry of Law and Justice, Govt. of India, regarding the Public Liability Insurance Act, 1991.	<ul style="list-style-type: none"> No Evidence of fulfillment provided
14.	The industry shall report progress on implementation of the project to the Goa State Pollution Control Board regularly every three months	<ul style="list-style-type: none"> The documents obtained from GSPCB state

			that the PP has not filed any progress reports.
	15.	The applicant shall obtain consent for trial production before the industry goes into trial production	<ul style="list-style-type: none"> The PP granted possession without obtaining consent.
	16.	The applicant shall obtain consents for operation regularly from Goa State Pollution Control Board as required under section 25/26 of the Water (Prevention and Control of Pollution) Act 1974 and under section 21/22 of the Air (Prevention and Control of Pollution) Act 1981 for operation of the industry before starting commercial production.	<ul style="list-style-type: none"> The project has been running without a Consent to Operate from 2015 till date.
	17.	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.	<ul style="list-style-type: none"> Despite known violations board has failed to act against the PP.
	18.	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.	<ul style="list-style-type: none"> There has been noncompliance of every term of the sanction that has changed the entire scope of the project. Pollution Load has substantially increased.
	19.	This Consent to Establish is granted without any prejudice to any other permission(s) required	<ul style="list-style-type: none"> The permission from

		under any laws, bye-laws and regulations in force.	Department of Explosives to store Diesel has not been obtained by the PP.
	20.	The validity of this Consent for Establishment is for 3 years from the date of issue of this Order.	<ul style="list-style-type: none"> The PP continued to establish the project after the expiry of the consent.
		<ul style="list-style-type: none"> Establishes beyond reasonable doubt that the construction of entire township has been completed without a valid CTE from the Goa State Pollution Control Board. 	
3.	<p><u>11.02.2016</u> Consent to Establish issued by Goa State Pollution Control Board for the installation of sewage treatment plant for the residential complex with 364 flats. (11.02.2016)</p> <p><u>Comments</u></p> <ol style="list-style-type: none"> There is no Consent to Establish that was granted to the PP on 11.02.2016. The date of issue of the CTE is 11.01.2016. This demonstrates the accuracy of the visiting team. The CTE dated 11.01.2016 has been issued by the PP in defiance of the directives dated 21.04.2015 of the Control Pollution Control Board. Completion Certificate issued by the North Goa Planning and Development Authority vide reference No. NGPDA/342/(Part File)349, dated 14/05/2015. This was issued after expiry of EC dated 16.05.2007. Occupancy Certificate from the Office of the Village Panchayat of Taleigao vide reference No. VP/TLG/OCCUP CERT/36/15-16/1386 dated 25/08/2015. This was issued after expiry of EC dated 16.05.2007. Thereafter the PP grants possession to apartment buyers in the Sector 1 in 2015. The PP obtained Consent to Establish to construct the STP in 2016 after the occupation of township. The Goa State Pollution Control Board failed to ascertain if the PP had the supply of PWD water for the operation phase of the project. If there was no supply of PWD water, what purpose could the STP achieve? 		
4.	<u>15.03.2019</u>		

	<p>Consent to operate issued by the Goa State Pollution Control Board for the operation of sewage treatment plant for the residential complex with 364 flats.</p> <p><u>Comments</u></p> <ol style="list-style-type: none"> 1. The EC dated 16.05.2007 had expired and not in force hence the GSPCB could not have issued the CTO on 15.03.2019. 2. The CTO dated 15.03.2019 has been issued by the PP in defiance of the directives dated 21.04.2015 of the Control Pollution Control Board. 3. Completion Certificate issued by the North Goa Planning and Development Authority vide reference No. NGPDA/342/(Part File)349, dated 14/05/2015. 4. Occupancy Certificate from the Office of the Village Panchayat of Taleigao vide reference No. VP/TLG/OCCUP CERT/36/15-16/1386 dated 25/08/2015. 5. The Consent to Operate was issued in 2019 i.e. after 4 years of the occupation of the project. 6. Not A single term of the CTE dated 11.01.2016 was complied by the PP but still the GSPCB was pleased to issue the CTO to the PP. 7. Not a single term of this CTO has been complied by the PP till date.
5.	<p><u>28.11.2019</u></p> <p>Environmental Clearance issued by the Goa SEIAA for the modification of project "Ocean Park" at Survey no. 249/1 A, Village Taleigao, Tiswadi, Goa by M.is Mathias Construction Pvt. Ltd., Goa consisting of residential apartments and commercial shops.</p> <p><u>Comments</u></p> <ol style="list-style-type: none"> 1. None of the terms of the EC dated 16.05.2007 were complied by the PP. 2. There was no supply of potable and Hygienic Drinking water in the project. 3. North Goa Planning & Development Authority revised development permission vide order No. NGPDA/342/1653/13 Dated 01/10/2013. In this permission the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. This was issued after expiry of EC dated 16.05.2007. The developers had kept the building under construction incomplete, as he wanted to increase the number of floors. 4. Village Panchayat of Taleigao revised construction license No. VP/TLG/CONST.LIC./86/2013-14/2240 Dated 22/01/2014. In this license the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. The developers

	<p>had kept the building under construction incomplete, as he wanted to increase the number of floors.</p> <p>5. Directorate of Fire & Emergency Services NOC No. DFES/FP/C-1/3/2012-13/281 Dated 18/01/2013. In this permission the originally sanctioned layout plan which was approved for 5 residential floors in sector 1 was increased to 7 floors after the expiry of the EC dated 16.05.2007. The developers had kept the building under construction incomplete, as he wanted to increase the number of floors.</p> <p>6. Completion Certificate issued by the North Goa Planning and Development Authority vide reference No. NGPDA/342/(Part File)349, dated 14/05/2015. This was issued after expiry of EC dated 16.05.2007. Establishes beyond reasonable doubt that the construction was carried out after the expiry of EC dated 16.05.2007.</p> <p>7. Occupancy Certificate from the Office of the Village Panchayat of Taleigao vide reference No. VP/TLG/OCCUP CERT/36/15-16/1386 dated 25/08/2015. This was issued after expiry of EC dated 16.05.2007. Establishes beyond reasonable doubt that the construction was carried out after the expiry of EC dated 16.05.2007.</p> <p>8. Major Portion of the construction was carried out by R1 after the expiry of the EC dated 16.05.2007. The committee has failed to bring this in record.</p> <p>9. The construction carried out after the expiry of EC is an illegal construction and liable for demolition.</p> <p>10. Despite the above facts the SEIAA – Goa went ahead and granted the request for modification and expansion of the project on 28.11.2019.</p>
	<p><u>23.12.2019</u> Consent to Establish issued by the Goa State Pollution Control Board for the installation of sewage treatment plant for the residential complex with 106 flats, 56 shops and a restaurant.</p> <p><u>Comments</u></p> <p>1. When not a single term of the CTO dated 15.03.2019 was been compiled by the PP, how could the Goa State Pollution Control Board issue another CTE for the same project.</p>
	<p><u>12.01.2024</u> Consent to Establish issued by the Goa State Pollution Control Board for the shifting of sewage treatment plant for the residential complex with 364 flats</p> <p><u>Comments</u></p> <p>1. How can a STP plant be shifted</p>

	<p>2. If the same is being sifted that means that means that the same remains in defiance of the directives dated 21.04.2015 of the Control Pollution Control Board.</p> <p>3. How can a CTE be issued to a project that was occupied in 2015 in the year 2024 i.e. after 9 years.</p> <p>4. The GPS Picture of 30.12.2024 is annexed hereto wherein both the structures, the new and the old one are depicted. There has been no shifting of the STP.</p>
	<p>25.06.2024 Consent to operate issued by the Goa State Pollution Control Board for the operation of sewage treatment plant for the residential complex with 106 flats, 56 shops and restaurant with 247 person seating</p>
	<p>28.06.2024 Consent to operate issued by the Goa State Pollution Control Board for the operation of sewage treatment plant for the residential complex with 364 flats</p>

Remark of the team:

Sr.	Description
1.	<p>The present project is ongoing wherein, out of the total 1388 flats approved as per the EC, 470 flats have been constructed. Presently no construction activities are being carried out.</p> <p><u>Comments</u></p> <ol style="list-style-type: none"> 1. The team has deliberately not mentioned about the 4 bungalows that were constructed by the PP on the project Plot after the expiry of the EC dated 16.05.2007 for which no clearance has been obtained by the PP from the MOECC. 2. The comment of the team establishes that the development work in Sectors 1 and 4 is complete in all respect and the full development potential of the above two sectors has been utilized. 3. This also signifies that on the date of the visit there was no construction of the new STP. 4. The Completion Certificate dated 10th March 2023 of the Architect M/S Ajay Designs on the website of RERA showing the construction in Sector 4 as complete. 5. Screenshot of the website of RERA showing the development in Sector as completed. 6. Plans dated 09.05.2022 approved by NGPDA showing the Sector 1 clearly completed and occupied

A true copy of the screenshot of the website of RERA showing the development in Sector 4 as completed is annexed hereto and marked as “**ANNEXURE-A-11**”

A true copies of plans dated 09.05.2022 approved by NGPDA showing the Sector 1 clearly completed and occupied are annexed hereto and marked as “**ANNEXURE-A-12**”

A true copy of the Completion Certificate dated 10.03.2023 of the Architect M/S Ajay Designs for the sector 4 of the project is annexed hereto and marked as “**ANNEXURE-A-13**”.

- 25) This applicant states that the company was also insensitive to the cause of environment, safety of the lives of residents of the project and violation of the fundamental rights of the residents of the project.
- 26) **FALSE STATEMENT REGARDING FUNCTIONING OF STP OF 175 KLD:** The committee has falsely stated that the STP plant with a capacity of 175 KLD was functional. Following observations of the Inspection Report dated 07.04.2022 & 26.06.2024 of the Goa State Pollution Control Board indicate to the contrary:

Sr.	Description
1.	<u>Inspection Report Dated 07.04.2022</u> As observed during the time of inspection an STP plant is operated by a worker who does not aware of any technicalities of the plant, he is only trained to start the pump to discharge the raw water from the aeration tank to the discharge pipe installed near the STP into the thick vegetation. (Page 628, IA 246/2024)
2.	<u>Inspection Report Dated 07.04.2022</u> Unit has not provided sampling porthole to the final STP outlet. (Page 628, IA 246/2024)
3.	<u>Inspection Report Dated 07.04.2022</u> The unit has not provided tertiary treatment for the plant i.e. Sand and Carbon Filters. (Page 628, IA 246/2024)
4.	<u>Inspection Report Dated 07.04.2022</u> As observed during the time of inspection treated water after aeration is being disposed into thick vegetation. (Page 628, IA 246/2024)
5.	<u>Inspection Report Dated 07.04.2022</u> Unit has provided separate storage tanks for utilization of Treated Water for toilet flushing. However treated water is not used for toilet

	flushing which is a violation of EC and Consent conditions. (Page 629, IA 246/2024)
6.	<u>Inspection Report Dated 07.04.2022</u> As per the Consent Condition 6(xvii) the unit shall maintain the records of water consumption, treated water from STP and the STP operation details on daily basis. However, the unit has not complied with the consent condition. (Page 629, IA 246/2024)
7.	<u>Inspection Report Dated 26.06.2024</u> The existing STP of 175 KLD consists of collection tanks, aeration tanks and treated water tank. As informed treated water is being used for gardening and flushing, but during inspection it was noted that STP treated water is used only for gardening, the dual plumbing line was not in operation. (Page 639, IA 246/2024)
8.	<u>Inspection Report Dated 26.06.2024</u> During Inspection it was observed that STP of unit (Sector 1) was not in operation, it was informed the STP was kept idle for settling of sludge. (Page 639, IA 246/2024)
9.	<u>Inspection Report Dated 26.06.2024</u> The unit didn't have sufficient garden to utilise the treated water. (Page 639, IA 246/2024)
10.	<u>Inspection Report Dated 26.06.2024</u> It was observed that treated water used gardening was overflow in storm water drains thus polluting the surrounding areas. Water Sample Collected. Reports Awaited. (Page 639, IA 246/2024)
11.	<u>Inspection Report Dated 26.06.2024</u> While inspecting the existing STP of 175 KLD it was observed that the unit has kept 2 nos. open pipe in aeration tank, as per the unit representative they have kept pipe to bypass the overflow in aeration tank. (Page 639, IA 246/2024)
12.	<u>Inspection Report Dated 26.06.2024</u> The STP is not maintained properly, sludge was observed in the final treated water tank , the operator present was not able to explain the process of STP properly. (Page 640, IA 246/2024)
13.	<u>Inspection Report Dated 26.06.2024</u> As per unit representative generated sludge is being disposed using night soil tankers. (Page 640, IA 246/2024)
14.	<u>Inspection Report Dated 26.06.2024</u> It is observed that there are violation of consent terms 3(iv) (There shall be no discharge of effluent outside the complex – Page 415 of OA) , 3(v) (Effluent Samples shall be collected and tested in recognised lab) – Page 415 of OA) , 3(vi) (There shall be good housekeeping – Page 415 of OA) , 5(vii) (Manifest of waste to be maintained – Page 417 of OA) , 5(x) (Maintain records of disposal of Hazardous waste – Page 418 of OA) , 5(xii) (Online Board – Page 418 of OA) , 6(ix) (Reliable glow meters to be installed – Page 419 of OA) , 6(xvii) (Maintain records for water

consumption and treated water – Page 420 of OA), 6(xx) (The unit shall maintain dedicated facility for waste collected – Page 420 of OA) mentioned in consent order dated 15.03.2019. (Page 640, IA 246/2024)

- 27) **To summarize the observations state as under:**
- i) The operator only starts and stops the pump and discharges the effluent in the thick vegetation
 - ii) No Inspection pothole provided
 - iii) No tertiary treatment provided
 - iv) Effluent Disposed in thick vegetation
 - v) Treated water not used for flushing
 - vi) Dual Plumbing System not in operation
 - vii) STP Not in operation
 - viii) STP Not in operation
 - ix) Insufficient garden to utilize the effluent
 - x) Effluent was overflowing into neighboring areas
 - xi) 2 nos open pipes kept for bypass
 - xii) STP Not maintained properly, Sludge was observed in Aeration tank.
 - xiii) Operator was not able to explain the operation of STP.
 - xiv) Sludge Disposed in Night Soil tankers
 - xv) There is discharge of effluent outside
 - xvi) Reliable flow meters not installed
 - xvii) Not maintained the records
- 28) Therefore, whatever is stated in the report of the committee is blatant lies. Even the Consent to Establish dated 12.01.2024 issued by the Goa State Pollution Control Board is false and misleading as there is no structure that can be called a STP so how can that be shifted to another location in the same project. As per the submission of the PP two STP units of capacities 650 KLD and 300 KLD were to be set up in the project. No approval for any modification has been seen on record. **(Pages 214-215 of OA 141/2024)**
- 29) **IUSSES RELATING TO HEALTH AND HYGINE:** There is no supply of Clean and Hygienic Potable Drinking water in Sector 4. The Sector 4 gets only 25 KLD water supply from PWD. The

residents of the project are forced to consume unhygienic tanker Water. There is no waste management system in the entire project. **These violations constitute a significance.**

30) **FALSE & EVASIVE STATEMENT REGARDING RAINWATER HARVESTING:**

- A) The PP has submitted a document dated 16.04.2009 wherein the capacity of Rainwater Harvesting Tank is stated to be 4000 KLD. **(Page 967 of Compilation).**
- B) Para 5.5.2 of the report of Green Circle Inc. states that the rainwater will be collected in 6 RWH tanks of 150000 litres each i.e. 900000 litres capacity. **(Page 163 of OA/141/2024)**
- C) Chapter 12 of the report of Green Circle Inc. states that “*every drop of rain that falls on the site under consideration is trapped using various water harvesting techniques, either by recharging the ground water table or by storing for direct use.*” **(Page 192 of OA/141/2024)**
- D) Chapter 12 of the report of Green Circle Inc. states that 2 Wells and 20 Pits having dia 3’ to 6’ dia. **(Page 193 of OA/141/2024)**
- E) This applicant states that the committee has made a very evasive statement about Rainwater harvesting with an intent to misguide this court.

31) **ORGANIC WASTE CONVERTER AND BIOMETHANATION PLANT NOT INSTALLED:** The team has admitted the noncompliance of the terms of the EC and the CTE and CTO for installation of Bio methanation Plant and Organic Waste Converter.

- 32) **TREATED WATER FROM THE 175 KLD STP IS USED WITHIN THE PREMISES**
- A) This is a blatantly false statement made by the team.
- B) Inspection report dated 07.04.2022 of the Goa State Pollution Control Board states “*As observed during the time of inspection an STP plant is operated by a worker who does not aware of any technicalities of the plant, he is only trained to start the pump to discharge the raw water from the aeration tank to the discharge pipe installed near the STP into the thick vegetation.*” **(Page 628, IA 246/2024)**
- C) Inspection report dated 07.04.2022 of the Goa State Pollution Control Board further states “*As observed during the time of inspection treated water after aeration is being disposed into thick vegetation.*” **(Page 628, IA 246/2024)**
- D) Inspection report dated 07.04.2022 of the Goa State Pollution Control Board also states “*Unit has provided separate storage tanks for utilization of Treated Water for toilet flushing. However treated water is not used for toilet flushing which is a violation of EC and Consent conditions.*” **(Page 629, IA 246/2024)**
- E) Inspection report dated 26.06.24 of the Goa State Pollution Control Board states “*The existing STP of 175 KLD consists of collection tanks, aeration tanks and treated water tank. As informed treated water is being used for gardening and flushing, but during inspection it was noted that STP treated water is used only for gardening, the dual plumbing line was not in operation.*” **(Page 639, IA 246/2024)**
- F) Inspection report dated 26.06.24 of the Goa State Pollution Control Board further states “*The unit didn't have sufficient garden to utilise the treated water.*” **(Page 639, IA 246/2024)**

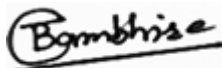
- G) Inspection report dated 26.06.24 of the Goa State Pollution Control Board also states “*It was observed that treated water used gardening was overflowed in storm water drains thus polluting the surrounding areas. Water Sample Collected. Reports Awaited.*” (Page 639, IA 246/2024)
- H) Inspection report dated 26.06.24 of the Goa State Pollution Control Board also states “*As per unit representative generated sludge is being disposed using night soil tankers.*” (Page 640, IA 246/2024)
- 33) **SOLAR ENERGY:** The team has admitted to the non-installation of Solar Energy in Sector 1 of the project.
- 34) **WATER SAVING DEVICES:** The team has admitted that water saving devices have not been installed in Sector 1.
- 35) **DUAL PLUMBING SYSTEM:** The team has made an evasive statement for dual plumbing system. The same is not operational in Sector 1.
- 36) There is no supply of clean and Hygienic PWD water for drinking and cooking in the entire sector.
- 37) **SOLAR BASED ELECTRIC SUPPLY TO EACH UNIT:** The team has made an evasive statement for the supply of Solar Based electric supply in Sector 1. The same is not operational in Sector 1.
- 38) **COMMON AREA LIGHTING AND STREET LIGHTING BASED ON SOLAR:** The team has made an evasive statement for the supply of Solar lighting in common areas and gardens in Sector 1. The same has not been provided in Sector 1. The PP has recently installed some solar units in garden and streetlights which do not constitute even 10% of the total lights.

- 39) **SOLAR WATER HEATING:** The team has remained silent on this, but this has not been complied in the entire project.
- 40) **6 METER WIDE PERIPHERY PLANTATION:** There is not a single plantation of 6 meter wide even for a continuous 1-meter length in the entire project area. The team has made an evasive statement to misguide this Hon'ble court.
- 41) **CHARGING POINT FOR EV:** The team has admitted that the same has not been provided in Sector 1 of the project.
- 42) **CAPACITY OF STP:** The team has made an evasive statement to misguide this Hon'ble court. Water Consumption Basis has been detailed in the OA based on the submission of the PP (**Pg. 158 of OA/141/2024**). Water Consumption basis has been detailed in the OA at 373 KLD for Sector 1. (**Pg. 35 of OA/141/2024**). The committee is mischievously silent on the capacity of the STP of 175 KLD for Sector 1.
- 43) **WASTE DISPOSAL:** No Provision for segregation of domestic waste, e waste, hazardous waste and biomedical waste has been made in the project. The waste is dumped recklessly and is causing damage to soil quality and ground water quality in the area. Composting facility as well as incinerator has not been provided

Whatever stated above is true and correct to the best of my knowledge, belief and information, hence, to verify the same I have signed hereunder at Nagpur.



(Mr. PRAKASH AGRAWAL)



(ADVOCATE FOR APPLICANT)

NOTARIAL REG.
ENTRY NO ... 185
DATE... 04/01/2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH PUNE AT PUNE
ORIGINAL APPLICATION NO. 141 OF 2024

IN THE MATTER OF:

PRAKASH AGRAWAL

...APPLICANT

Versus

MATHIAS CONSTRUCTION PVT. LTD. & ORS. ...RESPONDENTS

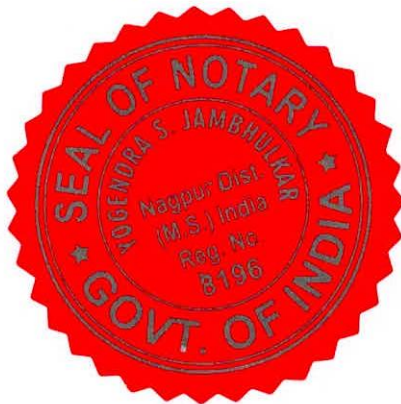
**AFFIDAVIT IN SUPPORT OF OBJECTION TO JOINT
COMMITTEE REPORT**

I, Prakash Agrawal, aged 64 years, residing at 703 La Gomera, Mathias Ocean Park Residency, Dr E Borges Road, Donna Paula, Panji 403004. The applicant herein, does hereby verify the contents of Paragraphs 1 to ____ and confirm that the same are true and correct to the best of my knowledge and I have not suppressed any facts.

Solemnly affirmed and verified at Nagpur

On this day of 4th January 2025

DEPONENT



SWORN BEFORE ME ON THIS 4
DAY OF Jan. 20 25 AT NAGPUR BY
SHRI/SMT./KU as above
R/O... HAS BEEN IDENTIFIED
BY SHRI/SM
ADVOCATE, NAGPUR.

NOTARY
GOVT. OF INDIA
NAGPUR DIST. (M.S.) INDIA



From:

36

406

[Signature]
PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

Name:

Clotilde Fernandes

Postal Address:

c/o Joe Mathias
5th Floor, Mathias Plaza
Panjim, Goa

To

The Member Secretary
Panjim Planning & Development Authority
Patto Panjim.

Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for
registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/Mortgage Deed in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town Talergao
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. _____ Chalta No. _____
 - (b) Village area; Survey No. 249 Sub-division No. 1-A
3. Area of the property 1/10th undivided share of 8316.12 m² metres.
4. Present use of the property residential
5. Whether original plot or sub-divided plot. If sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA.
6. Schedule of property;
 - a) Property Name, if any MAULINGUEN
 - b) Registration No. 2636 of photo 139, BK B-7 (new)
 - c) Matriz No. 306 (old)
7. Boundaries of the property:

North: By Public Road - Dona Paula to Bambolim

East: By property bearing S. No 248 & partly by S. No 247

South: By property bearing S. Nos 247, 250/1, 263/3 & 253/2

West: By property bearing S. Nos 250 & 253 (PART)

The above information is correct to the best of knowledge

Date: 6/7/98

Place: Panjim, Goa

[Signature]
Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which, the building/land is to be leased.

TRUE COPY, CERTIFIED

[Signature]
Mathias (PA)

[Signature]
MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY

412
105

From:

Name: CLOTILDES FERNANDES

Postal Address: c/o JOE MATHIAS
5th Floor, Mathias Plaza
Panjim, Goa.

To

The Member Secretary
Panjim Planning & Development Authority
Patto Panjim.Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for
registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/~~Mortgage deed~~ in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town VILLAGE TALEICAO
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. _____ Chalta No. _____
 - (b) Village area; Survey No. 254 Sub-division No. 1
3. Area of the property 1/10th undivided share of 7125 m² sq. metres.
4. Present use of the property RESIDENTIAL
5. Whether original plot or sub-divided plot. If Sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA.
6. Schedule of property;
 - a) Property Name, if any _____
 - b) Registration No. NIL
 - c) Matriz No. NIL
7. Boundaries of the property:

North: By Survey no 255/0
East: By public Road.
South: By Plot bearing Challa No 1 of P.T.S 185
West: By Plot bearing Chalta No 22 of P.T.S. 175

The above information is correct to the best of knowledge

Date: 6-7-1998

Place: Panjim, Goa

Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which, the building/land is to be leased.

TRUE COPY/CERTIFIED

Verified Je.
Plathu (P.A.)Maic

MEMBER SECRETARY

NORTH GOA

PLANNING & DEV. AUTHORITY

PANAJIM

From:

Name:

Clotilde Fernandes

Postal Address:

c/o Joe Mathias

5th Floor, Mathias Plaza
Panjim, Goa

To

The Member Secretary
Panjim Planning & Development Authority
Patto Panjim.Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for
registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/Mortgage deed in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town TALEIGAO
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. _____ Chalta No. _____
 - (b) Village area; Survey No. 255 Sub-division No. 1
3. Area of the property: 1/10th of undivided ^{share} sq-metres. 1200m²
4. Present use of the property Residential
5. Whether original plot or sub-divided plot. If Sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA. N.A.
6. Schedule of property;
 - a) Property Name, if any _____
 - b) Registration No. _____
 - c) Matriz No. _____
7. Boundaries of the property:

North: By Panjim City
East: By S No 256
South: By Public Road
West: By S No 255/2

The above information is correct to the best of knowledge

Date: 6-7-98Place: Panjim, Goa

Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which, the building/land is to be leased.

Mathias (P.A.)

TRUE COPY CERTIFIED

Mathias
MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANTAJI

From:

Name: Clotilde Fernandes

Postal Address: c/o Joe Mathias
5th Floor, Mathias Plaza
Panjim, Goa

To

The Member Secretary
Panjim Planning & Development Authority
Patto Panjim.Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for
registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/~~Memorandum~~ in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town Village Taligao
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. Chalta No.
 - (b) Village area; Survey No. 249 Sub-division No. 2
3. Area of the property 1/10th undivided share sq. metres. 937 m²
4. Present use of the property Agriculture
5. Whether original plot or sub-divided plot. If Sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA.
6. Schedule of property;
 - a) Property Name, if any 'MAULINGUEM'
 - b) Registration No.
 - c) Matriz No.
7. Boundaries of the property:

North: By Public Road
 East: By S N^o 249/1
 South: By S N^o 249/1
 West: By Public Road & S N^o 249/1

The above information is correct to the best of knowledge

Date: 6.7.98Place: Panjim, Goa

Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which, the building/land is to be leased.

TRUE COPY/CERTIFIED

Verbal fe.
Mathias (p.a.)

Maife
MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI

From:

Name: Clotilde Fernandes

Postal Address: c/o Joe Mathias
5th Floor, Mathias Plaza
Panjim, Goa

To
The Member Secretary
Panjira Planning & Development Authority
Patto Panjim.

Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/~~Mortgage deed~~ in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town PANJIM CITY
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. 175 Chalta No. 11
 - (b) Village area; Survey No. --- Sub-division No. ---
3. Area of the property 1/10th undivided shares sq. metres. 2327 m²
4. Present use of the property residential
5. Whether original plot or sub-divided plot. If Sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA.
6. Schedule of property;
 - a) Property Name, if any ---
 - b) Registration No. ---
 - c) Matriz No. ---

Handwritten note: R.C. Panjim

COPY ISSUED UNDER RIGHT TO INFORMATION ACT 2005

PUBLIC INFORMATION OFFICER NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

Boundaries of the property:

- North: By Dona Paula Road
- East: By Chalta No 77 of P.T.S 174
- South: By Chalta No 24 of P.T.S 174
- West: By Chalta No 13 of P.T.S 176

The above information is correct to the best of knowledge

Date: 6.7.98

Place: Panjim, Goa

Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which, the building/land is to be loaned.

Handwritten signature: Mathias (P.D.)

TRUE COPY/CERTIFIED

MEMBER SECRETARY NORTH GOA PLANNING & DEV. AUTHORITY PANAJI

115
601

From:

Name: Clotilde Fernandes

Postal Address: c/o Joe Mathias,
5th Floor, Mathias Plaza,
Panjim, Goa

To

The Member Secretary
Panjim Planning & Development Authority
Patto Panjim.Sub:- NOC under 49 (6) of the Town & Country Planning Act, 1974 for
registration of Deeds.

Ref. No: (if any)

Sir,

I, the undersigned owner/having right (share) of the following property request you to issue NOC Sale Deed/~~Mortgage deed~~ in respect of the said property. 3 copies of Cadastral plan and a location plan are enclosed herewith. 3 copies of building plan is to be enclosed in case of building ownership document is enclosed herewith.

Details of the property:

1. Name of Village/Town Panjim City.
2. Survey No./Chalta No.
 - (a) Town area; P. T. Sheet No. 174 Chalta No. 6
 - (b) Village area; Survey No. — Sub-division No. —
3. Area of the property 1/10th undivided share of 6275.00 sq. metres.
4. Present use of the property Agriculture
5. Whether original plot or sub-divided plot. If Sub-division plot, attach true copy of approved sub-division plan with approval number of Town Planning Department/PDA.
6. Schedule of property;
 - a) Property Name, if any —
 - b) Registration No. —
 - c) Matriz No. —
7. Boundaries of the property:

North: By Chalta no 5 of P.T.S 176

East: By Chalta no 5 of P.T.S 175

South: By Dona Paula

West: By Chalta No 1 of P.T.S. 173

COPY ISSUED UNDER
RIGHT TO INFORMATION ACT 2005PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

The above information is correct to the best of knowledge

Date: 6.7.98

Place: Panjim, Goa

Signature of the applicant

Strike out what is not needed:

Note:- In case of sale/lease deed of flats or building please enclose a copy of occupancy certificate and mention the area of the flat, total built-up area of the building and plot area purpose of which the building/land is to be leased.

TRUE COPY/CERTIFIED

Useful for
Mathias (p.s.)

MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJIM

TRUE COPY

NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg., 1st Floor, Mala Link Road, Panaji - Goa.

Ref.: NGPDA/S/T/946/1524/98

Date: 25/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing survey no. 240/1-A of Taleigao Tiswadi-Goa.

I. The details of the property as stated by the applicant are as follows:

- 1. Area of the Property : 83160.00 sq. mts.
2. Property name if any : Maulinguem
3. Registration No. : 2636 of folio 139 book B-7(new)
4. Matriz No. : 306(old)
5. Boundary details :-
North by:- public road-Dona Paula to Bambolim
South by:- property bearing S.No. 247, 250/1, 263/3 & 253/2
East by:- Property bearing S.No. 248 & partly by S.No. 247
West by:- property bearing S.No. 250 & 253

- 1. The Property/plot falls in/ is tentatively located in settlement zone.
2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
3. This N. O. C. is to be read alongwith the plan enclosed.
4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.
5.

COPY ISSUED UNDER RIGHT TO INFORMATION ACT 2005



S.T. Puttaraju (S.T. PUTTARAJU) Member Secretary

Received 6 Noes alongwith 6 plans.

TRUE COPY, CERTIFIED

MEMBER SECRETARY NORTH GOA PLANNING & DEV. AUTHORITY PANAJI

PUBLIC INFORMATION OFFICER NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

To, Smt. Clotilde Fernandes, c/o Joe Mathias, Panaji-Goa.

Verified Matthew (Gr. Dist)

1241 (29) (5)
JRTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg., 1st Floor, Mala Link Road,
Panaji - Goa.

Ref.: NGPDA/S/T/946/ 1579/98

Date: 28/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing chalta no.11 of P.T.Sheet no.175 of Panjim. It may be noted that property is affected by road widening. Hence 9.00 mts. from centreline of road should be kept for road widening.

I. The details of the property as stated by the applicant are as follows:

1. Area of the Property : 2327.00 sq. mts.
2. Property name if any : -
3. Registration No. : -
4. Matriz No. : -
5. **Boundary details :-**
North by:- Dona Paula road

South by:- chalta no.24 of P.T.Sheet no.174

East by:- chalta no.77 of P.T.Sheet 174

West by:- chalta no.13 of P.T.Sheet 176

1. The Property/plot ~~has~~ is tentatively located in settlement zone.
2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
3. This N. O. C. is to be read alongwith the plan enclosed.
4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.

**COPY ISSUED UNDER
RIGHT TO INFORMATION ACT 2005**

**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

To,
Shri/Smt. Clothildea Fernandes,
C/o Joe Mathias,
5th floor, Mathias Plaza, Panaji-Goa.



S.T. Puttaraju
(S.T. PUTTARAJU)
Member Secretary

TRUE COPY/CERTIFIED

Maic
**MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY,
PANAJI**

Vijayendra
Maic P.S.

1242
NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg., 1st Floor, Mala Link Road,
Panaji - Goa.

Ref.: NGPDA S/T/946/1521/98

Date: 25/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing chalta no.6 of P.T.Sheet no.174 of Pajjim. It may be noted that property is affected by road widening. Hence 9.00 mt. from centreline of road should be kept for roadwidening.

I. The details of the property as stated by the applicant are as follows:

1. Area of the Property : 6275.00 sq. mts.
2. Property name if any : -
3. Registration No. : -
4. Matriz No. : -
5. **Boundary details :-**
North by:- chalta no.5 of P.T.Sheet 176
South by:- Dona Paula
East by:- chalta no.5 of P.T.Sheet 175
West by:- chalta no.1 of P.T.Sheet 173.

1. The Property/plot 1413/141 is tentatively located in agriculture zone.
2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
3. This N. O. C. is to be read alongwith the plan enclosed.
4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.

5.

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RIGHT TO INFORMATION ACT 2005**



S.T. Puttaraju
(S.T. PUTTARAJU)
Member Secretary

**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

To,
Shri/Smt. Clotildes Eernandes,
C/o Joe Mathias,
Panaji.

TRUE COPY, CERTIFIED

Maife
**MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI**

Clotildes Eernandes
Mathias (P.I.O.)

1243

NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg., 1st Floor, Mala Link Road,
Panaji - Goa.

Ref.: NGPDA S/T/946/1522/98

Date : 28/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing survey no.254/1 of Panjim. It may be noted that property is affected by road widening. Hence 7.50 m. from centre-line of road should be kept for road widening.

1. The details of the property as stated by the applicant are as follows:

- 1. Area of the Property : 7125.00 sq. mis.
- 2. Property name if any : -
- 3. Registration No. : -
- 4. Matriz No. : -
- 5. **Boundary details :-**
North by:- survey no.255/0

South by:- plot bearing chalta no.1 of P.T.Sheet 185

East by:- public road

West by:- plot beardg chalta no.22 of P.T.Sheet no.175

- 1. The Property/plot falls in is tentatively located in settlement zone.
- 2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
- 3. This N. O. C. is to be read alongwith the plan enclosed.
- 4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.

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**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

To,
Smt. Clotildas Fernandes,
C/O. Joe Mathias,
Panaji-Goa.



S.T. Puttaraju
(S.T. PUTTARAJU)
Member Secretary

TRUE COPY, CERTIFIED

Maifc

**MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI**

Verified
Makhe (M. Desai)

1244

NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg., 1st Floor, Mala Link Road,

Panaji - Goa.

Ref.: NGPDA S/T/946/1523/98

Date : 25/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing survey no.255/1 of Taleigao Tiswadi. It may be noted that property is affected by road widening. Hence 7.50m from centreline of road should be kept for road widening.

1. The details of the property as stated by the applicant are as follows:

- 1. Area of the Property : 1200.00 sq. mts.
- 2. Property name if any : -
- 3. Registration No. : -
- 4. Matriz No. : -
- 5. **Boundary details :-**
 North by:- Panjim city

South by:- public road

East by:- survey no.256

West by:- survey no.255/2

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- 1. The Property/plot falls in is tentatively located in settlement zone.
- 2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
- 3. This N. O. C. is to be read alongwith the plan enclosed.
- 4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.
- 5.



S.T. Puttaraju
(S.T. PUTTARAJU)
Member Secretary

TRUE COPY/CERTIFIED

To,
Shri. Clotildeo, Fernandes,
c/o Joe Mathias,
Panaji-Goa.

Verhelle
Mallu (P.P.S.H)

Mai/c
**MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI**

Archdiocese Bldg., 1st Floor, Mala Link Road,
Panaji - Goa.

58
595

Ref.: NGPDA/S/T/946/1520/98

Date: 25/9/98

NO OBJECTION CERTIFICATE

Under Section 49 (6) of the Goa, Daman & Diu Town & Country Planning Act, 1974 North Goa Planning and Development Authority has no objection for the registration of Sale deed of 1/10th undivided share of property bearing survey no.249/2 of Taleigao Goa.

I. The details of the property as stated by the applicant are as follows:

- 1. Area of the Property : 937.00 sq. mts.
- 2. Property name if any : Maulinguem
- 3. Registration No. : -
- 4. Matriz No. : -
- 5. **Boundary details :-**
 North by:- public road

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South by:- S.No.249/1

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

East by:- S.No.249/1

West by:- public road & S.No.249/1

- 1. The Property/plot ~~falls in~~ is tentatively located in agriculture.
- 2. This N. O. C. is issued at the request of the applicant and is subjected to verification of ownership documents by appropriate Authority.
- 3. This N. O. C. is to be read alongwith the plan enclosed.
- 4. It will not be binding on this authority to grant any development permission in the aforementioned property under Section 44 of the Town & Country Planning Act. 1974 based on this N.O.C.



(Handwritten mark)

S.T. *(Signature)*
(S.T. PUTTARAJU)
Member Secretary

TRUE COPY, CERTIFIED

To,
Shri/Smt. Clothildes Fernandes,
C/o Joe Mathias,
Panaji-Goa.

(Handwritten signatures)
Mallus (M.D.S.A.)

(Handwritten signature)
**MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI**

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394

NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archdiocese Bldg, 1st Floor, Mala Link Road,
Panjim - Goa

8 SEP 1998

Ref: NGPDA/ s/T/946/1450/98

Date :

ORDER

1. Name Applicant: Clothildas Fernandes
2. Address: C/o Joe Mathias, 5th floor, Mathias Plaza,
Panaji-Goa.

3. Chalta No. 11 PT Sheet No. 175
of City of Panjim property or sub - division No. _____
plot/flat/shop No. _____ for which N.O.C. under Section 49 (6) is applied for
registration of Sale deed

4. Zone of area as per ODP/CDP/RP/ Any other is tentatively located in settlement zone.

5. Method of Assessment: Flat rate of Rs125/Rs 200/Rs 325/ per N.O.C.

6. Number of N.O.C.s: 3 x 325 = Rs. 325/- AS 1575.00/-

7. Any other remarks: 3 x 200

(a) The Payment is to be made at The Goa Urban Co-operative Bank Ltd. Mala Branch, of North Goa P.D.A. Account No. 4226 and receipt produced.

(b) Payment is to be made within 15 days from the date of issue, failing which the file will be closed.

(S.T. PURYARAJU)
Members Secretary



TRUE COPY, CERTIFIED

Veruel
Mathias (OPSA)

Maic

MEMBER SECRETARY
NORTH GOA
PLANNING & DEV. AUTHORITY
PANAJI

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

393

ACKNOWLEDGEMENT

Receipt No. 367 Gou urban dated 8/9/98 Rs 1575/-

North Goa Planning and Development Authority office, Panaji has received the Demand Draft/Bank Receipt dated 8/9/98 towards payment of N.O.C. charges towards order number S/1/946/14150/98 dated 8/9/98

Accountant
ACCOUNTANT 8/9/98

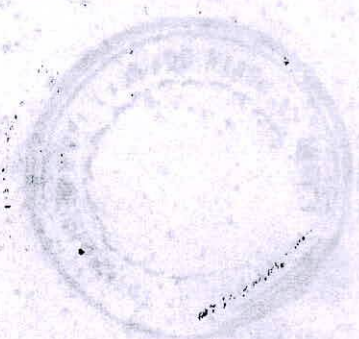
REMARKS :

- 1. Any further charges that may be found due to any later date shall be recovered by this Authority as arrears.

ACCOUNTANT

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[Signature]
**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**



TRUE COPY

[Signature]

ANNEXURE-A-3

-1-

BEFORE THE INSPECTOR, THE TOWN POLICE STATION
AT PANAJI

Police Case No. /2001.

Kshamta Vinayak Dessai,
Wife of Vinayak Dessai,
about 38 years old, house-
wife, residing at Dona Paula,
Tishwadi, Goa.

... Complainant

V/S

1. Shri Joe Mathias
major, married, businessman,
residing at Altinho, Panaji
and having his office in Mathias
Plaza, 18th June Road, Panaji, Goa;
2. Shri Leonard B. Soares,
son of D. Max Soares,
major, employee of Joe Mathias
(Accused No.1 above),
C/o Joe Mathias, Mathias Plaza,
18th June Road, Panaji, Goa;
3. Smt. Vijaya Andrade,
daughter of Andre Andrade,
major, divorcee, housewife,
residing C/O Rosalina Andrade alias
Laxshmi Kankonkar, Chimbél,
Gaulém Bhatt, Tishwadi, Goa;
4. Smt. Rosalina Andrade alias
Laxshmi Kankonkar, daughter of
Andre Andrade, major, widow,
housewife, residing at Gaulém Bhatt,
Chimbél, Tishwadi, Goa.

... Accused

Offences u/s 465, 468, 471, 417,

418, 420, 109, 193, 196, 199, 200, 205,

120-B r/w 34 all of I.P.C.

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MAY IT PLEASE YOU, SIR

The Complainant abovenamed states as follows:-

1. The Complainant is the Attorney of her old and sickly grandmother Smt Clotildes Fernandes and as such, is dealing with her property matters since many years. Said Clotildes Fernandes is hereinafter called "Clotildes".
2. Said Clotildes is holder of 4/5th (four-fifth) undivided share in the estate left behind by late Andre Andrade. Among others, said estate comprises of properties bearing Survey Nos. 249/1-A, 249/2, 254/1, 255/1 all of Taleigao Village and properties bearing Chalta No.16 of P.T. Sheet No.174 and Chalta No.11 of P.T. Sheet NO.175 of City Survey Panaji. (One-tenth) undivided share in said estate belonged to Accused No.3 and remaining 1/10th (one-tenth) belonged to Raghunath Narvekar and Ruomini Narvekar, now jointly purchased by Vijaya Satardekar and Sadique Shaikh by deed dated 8.1.1991. For partition of said estate there are Inventory Proceedings bearing No.993/40/A pending before Senior Civil Judge, Panaji.
3. Under provisions of Town and Country Planning Act, no Sale Deed of any property can be registered before Sub-registrar, unless necessary NOC from concerned PDA is produced before him by the parties.
4. Accused No.1 moved an application dated 29.11.99 in the said Inventory Proceedings to implead himself as a party on the ground that by Sale Deed dated 1.7.98, he purchased 1/10th undivided share of Accused No.3. Complai-

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

- 3 -

nant came to know about said Sale Deed when said Clotildes was served with notice of said application dated 29.11.99. (Copy of said Sale Deed dated 1.7.98 is annexed hereto).

5. Said Sale Deed dated 1.7.98 shows that same was lodged in office of Sub-registrar Panaji for registration on 1.7.98 itself. As parties did not produce necessary NOC's from North Goa Planning and Development Authority (hereinafter referred to as 'said PDA') in respect of properties mentioned in schedules in the said deed, it was kept pending for registration. That deed was ordered by Sub-registrar of Panjim to be registered somewhere on 28.9.1998 when said NOC's were produced before said Sub-registrar.

6. Somewhere in February 2001, Complainant got information that the Member Secretary issued the said NOC's, the details of which are as under:-

(a) NGPDA/S/T/946/1519/98 dated 25.9.98, (b) NGPDA/S/T/946/1520/98 dated 25.9.98, (c) NGPDA/S/T/946/1521/98 dated 25.9.98, (d) NOC NGPDA/S/T/946/1522/98 dated 25.9.98, (e) NOC NGPDA/S/T/946/1523/98 dated 25.9.98 and (f) NOC NGPDA/S/T/946/1524/98 dated 25.9.98.

7. From office records of said PDA, it was found that for obtaining said six NOC's, six applications in prescribed forms were filed in office of said PDA with copies of documents such as records of rights, plans and title deeds. It was further found that said six applications carried/contained signatures in English alphabets,

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purporting to be signatures of said Clotildes and in her name. All six applications carried date of 6.7.1998 and address of said Clotildes was shown at the C/o Joe Mathias, 5th floor, Mathias Plaza, Panjim, Goa. This address pertains to office of Accused No.1 who is functioning therein as builder in name of Mathias Constructions and in some other names. By said six applications, the said NOC's were applied for transfer of 1/10th share mentioned in said Sale Deed dated 1.7.1998 in respect of each property described in schedules of that deed. (Annexed hereto are are copies of said six applications).

8. Records and Proceedings maintained by said PDA in respect of said six applications show that all the said NOC'S were issued by Member Secretary of said PDA in name of said Clotildes on 25.9.98 or thereabout. (Annexed hereto are copies of the said six NOC's).

9. Thereafter, all the said six NOC's were produced before the Sub-Registrar, Panaji, somewhere on 28.9.98; whereupon he ordered registration of said Sale Deed dated 1.7.98 on 28.9.98 or thereabout. That sale deed came to be registered under No. 1706 at pages 85-128 of the Book I, volume 713 dated 28.9.98. After registration, said sale deed was returned to Accused No.1. Though the said NOC's were not in name of parties to said sale deed, said Sub-registrar registered the said sale deed illegally, contrary to legal requirement that the NOC's should be in name of sellers.

10. On basis of said sale deed dated 1.7.98, Accused

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-5-

No.1 filed an application dated 6.12.1999 before the Talathi of Taleigao and got his name included as co-occupant in form I and XIV of said property 249/1-A. Accused No.1 produced copy of that sale deed before said Talathi along with his said application for mutation. Before said mutation name of Complainant only was shown in said Form I and XIV. Records and proceedings of Mutation Case No. 920/2000/TAL show that said Talathi did not give notice of said application dated 6.12.98 of Accused No.1 to complainant as per Land Revenue Rules. Instead said notice in Form X is purportedly served directly on one David Jacob purporting him to be Power of Attorney of Complainant, which has been revoked by notice dated 26.5.1998 duly received by said Jacob. Thereafter within short time, mutation was carried, adding name of Accused No.1 in Occupant's Column of Record of Right of 249/1-A. This mutation was done hurriedly and at the back of Complainant in order to hide the fact that said Sale Deed was executed, registered and even mutation done on basis thereof. Revenue Authorities such as Talathi, certifying Officer/A.K. and/or Mamlatdar colluded with Accused No.1 as they bye-passed procedure under said rules. (The file of said Mutation Case No. 920/2000/TAL is in possession of Talathi of Taleigao from whom same be called).

11. From her childhood/birth, said Clotildes is ill-literate and does not know to sign in any language or in any script. She only knows to speak in Konkani which is her mother tongue, having born in Goa. From her birth till today, said Clotildes has been/is putting her thumb

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impression on every document and on every paper wherever her signature was and is required. During her life time till today, not a single document can be found anywhere signed by said Clotildes in any script. Every document wherever the same exists, bears thumb-impression of the said Clotildes. You can verify this fact from Inventory Proceeding No. 993/40/A, Regular Civil Suit No. 46/88/B, Regular Civil Suit No. 287/88/B, and Regular Civil Suit No. 104/94/C, all of which are in possession of Panjim Civil Court.

12. In above circumstances, it is apparent that Accused No.1 alone and/or in criminal conspiracy with other Accused signed six applications and filed them in the office of said PDA for said NOC's in the name of said Clotildes after forging her signatures thereon. Thereafter the Accused No.1 by himself or through Accused No.2 or some other employees of his, he made representations in name of said Clotildes before Officers of PDA and by cheating them, he obtained said six NOC's and produced them before said Sub-registrar and got registration of said Sale Deed dated 1.7.1998 completed. The Accused No.2 who is full time employee of the Accused No.1, was at the relevant time holding and still holding Power of Attorney from Accused No.3 for benefit of Accused No.1 on account of said sale transaction and as such, is apparently involved in said offences as main accused or as conspirator or abettor. Accused Nos 3 and 4 being sellers apparently are involved in said offences either as main Accused or as conspirators or abettors.

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- 7 -

13. Said Accused committed said offences, frauds and mis-deeds in order to get property benefits. Accused Nos 1 and 2 did it to gain title to said properties for Accused No.1. Accused Nos 3 and 4 did it to gain money out of said sale deed dated 1.7.1998 fraudulently registered.

14. When said Clotildes came to know about said offences, she requested for copies of forged and other documents from said Member Secretary who refused to issue the same, apparently to protect accused from punitive consequences. She got said copies under Order from Administrative Tribunal at Panaji in Appeal bearing No.51/2001 under Right to Information Act.

15. Legal notice dated 29.6.2001 was served upon Chief Secretary of Goa Government and eleven others therein named, calling upon them, inter alia to prosecute the accused and others involved in the said offences. However, they have not taken any action as demanded in that notice.

16. The Accused Nos 1 and 2 apparently have committed said offences by themselves and/or in conspiracy with or abetment of other Accused. Or all the Accused have jointly committed said offences with common intention to gain said property benefits.

17. The Accused therefore, are liable to be prosecuted and punished for said offences committed by

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

- 8 -

them. They being cognizable, this complaint is hereby lodged requesting your goodself to register a police case against all of them for said offences, investigate into them and to charge them before competent Criminal Court for being punished.

Panaji
13th September, 2001

The Complainant

Kshamta Vinayak Dessai

(Kshamta Vinayak Dessai)

Copy submitted to the:-

1. J.M.F.C. Panaji.
2. DEP Goa.
3. DIMP Goa.
4. S.P. North Panaji.
5. S.D.P.O. Panaji.

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[Signature]
**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

TRUE COPY

413

ANNEXURE-A-4

FIRST INFORMATION REPORT

(Under Section 154 Cr. P. C.)

- 1. *Distt **North Goa** *P.S. **Panaji** *Year **2002** *FIR No. **17/2002** *Date **25/01/2002**.
- 2. (i) *Act : **I.P.C.** *Sections **469, 471, 420.**
(ii) *Act : **---** *Sections **---**
(iii) *Act : **---** *Sections **---**
(iv) *Other Acts & Sections : **---**
- 3. (a) *Occurrence of Offence : *Day *Date **06/07/1998** *Time **T.N.K.**
(b) Information received at P. S. Date **25/01/2002** Time **13.15 hrs**
(c) General Diary Reference : Entry No. (s) **63** Time **13.15 hrs**
- 4. Type of Information: *Written/Oral **---**
- 5. Place of Occurrence : (a) Direction and Distance from P. S. **2 kms** Beat No. **City**
(b) *Address **North Goa Planning and Development Authority, Panaji.**
Goa.
(c) In case outside limit of this Police Station, then the name of P. S.
District
- 6. Complainant/Informant :
(a) Name : **Rohanta Vinayak Dasa.**
(b) Father's/Husband's Name : **Vinayak Dasa.**
(c) Date/Year of Birth : **30 years** (d) Nationality : **Indian**
(e) Passport No.: Date of Issue : Place of Issue:
(f) Occupation : **House wife**
(g) Address: **Dona Paula Panaji Goa.**
- 7. Details of known/suspected/unknown accused with full particulars (attach separate sheet if necessary):
1. Sr. Mathias, acc. Business, r/o Altinho, Panaji, office
in Mathias Plaza 18 th June Road Panaji, Goa.
- 8. Reasons for delay in reporting by the Complainant/Informant:
on application inquiry.

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1912
184

9. Particulars of properties stolen/involved (attach separate sheet if necessary):

.....
.....
.....

10. *Total value of properties stolen, involved :

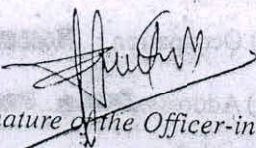
11. *Inquest Report/U. D. Case No., if any :

12. F. I. R. Contents (attach separate sheets, if required):

On the D.F.P.O. mentioned above, the above noted accused person impersonated one Smt. Clotildas Fernandes, applied and obtained No Objection certificate from North Goa Planning and development Authority for the registration of sale deed of undivided share of property bearing survey No.249/1 A of Talalgao Tiswadi Goa. The accused further forged the signature of Smt. Clotildas Fernandes on said application. Hence accused committed an offence punishable u/s 463,471,420 IPC.

13. Action taken : Since the above report reveals commission of offence (s) u/s as mentioned at Item No. 2, registered the case and took up the investigation/directed* **D. S. Gad.** Rank **P.S.I.** to take up the investigation/transferred to P. S. on point of jurisdiction.

F. I. R. read over to the Complainant/Informant, admitted to be correctly recorded and a copy given to the Complainant/Informant free of cost.


Signature of the Officer-in-charge,
Police Station

14. Signature/Thumb impression Name **M.K. Gaonkar.**

of the Complainant/Informant :

*Rank **P.I.** No.

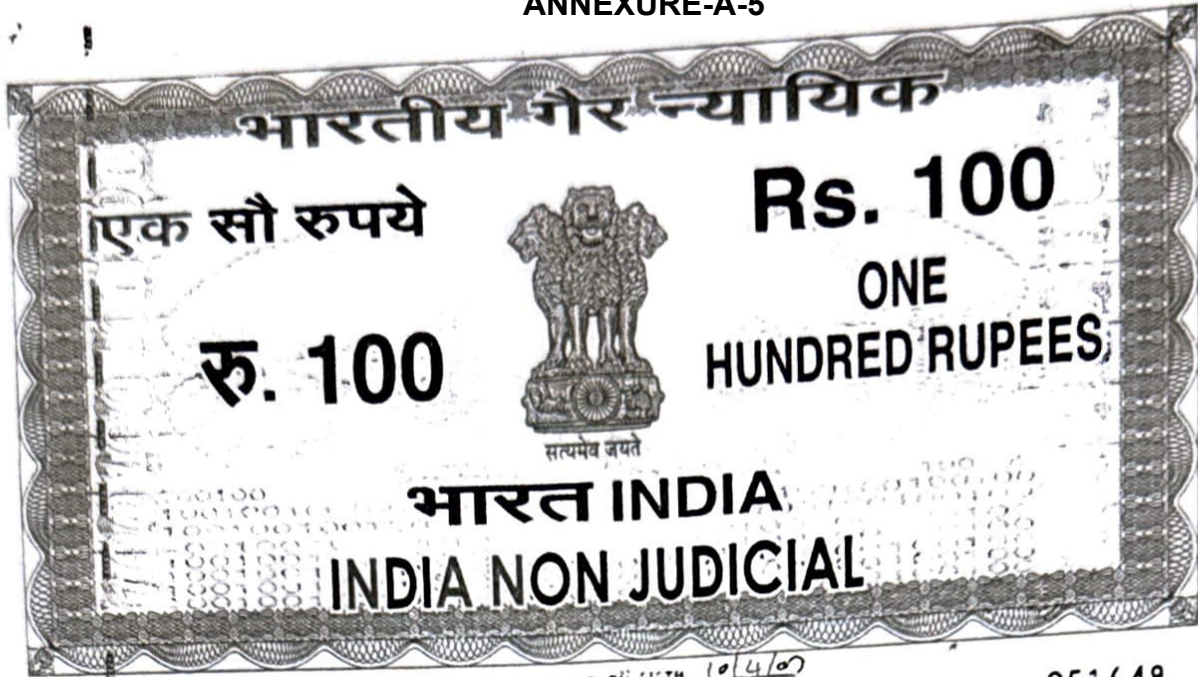
15. Date & time of despatch of the Court :

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ANNEXURE-A-5



गोवा GOA

Serial 9606 Date of issue, in aji date 10/4/07
 Value of 100/-
 Name Joe Mathias
 Residence Panjim
 Purpose Transacting

051648

Sign. of Stamp Vendor _____ Sign. of Purchaser _____
 M. No. of Stamp Vendor _____
 License No. NR/747/99



UNDERTAKING

I, Shri Joe C. Mathias, major in age, having office at 502, Mathias Plaza, 18th June Road, Panjim - Goa, do hereby state on oath as below:-

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[Signature]
 PUBLIC INFORMATION OFFICER
 NORTH GOA PLANNING & DEVELOPMENT AUTHORITY



1. I am the developer of the proposed Residential Complex "Mathias Ocean Park" situated at property bearing Survey No. 249/1-A within the limits Village Panchayat of Taleigao, Tiswadi, Goa.
2. I hereby undertake to abide by the in-built fire protection arrangements as per National Building Code Rules Part IV, Fire protection for Residential Complex "Mathias Ocean Park" as indicated in Annexure attached herewith.

ANNEXURE "A"

I. APPROACH FOR FIRE APPLIANCE:-

- i. The open spaces around or inside a building shall conform to the requirements of Part III Development Control Rules and General Building requirements of National Building Code of India 1983.
- ii. Adequate passage way clearance required for the fire fighting vehicles to enter the premises shall be provided at the main entrance, the width of such entrance shall not be less than 4.5 mtrs. If and arch

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or covered gate is constructed it shall have a clear head room of not less than 5 mtrs.

- iii. The compulsory open space around the building shall not be used for parking.

II. **COURTYARDS:-** The Courtyard upto 12 mtrs, distance from the building line on all the sides shall be hard surfaced to take the weight of the fire engine weighing upto 24 metric tonnes. All the courtyards, including the pathway shall be in the same plain without any obstruction.


III. **FIRE ESCAPE/EXTERNAL STAIRS:**

- a) All the buildings in the complex i.e. Blocks namely 'A1', 'A2', 'A3', 'A4', 'A5', 'A6', 'B1', 'B2', 'B3', 'B4', 'B5', 'B6', 'B7', 'B8', 'C1', 'C2', 'C3', 'C4', 'C5', 'C6', 'C7', 'C8', 'D1', 'D2', 'D3', 'E1', 'E2', 'E3', 'E4', 'F1', 'F2', 'F3', 'F4', 'G1', 'H1', 'H2', 'I1', 'I2', 'J1', 'K1', 'K2' & 'K3' and Club House shall be provided with Fire Escape Staircase of Dog leg type with adequate landing on every floor in addition to the normal staircase as shown in the approved plan vide order No. NGPDA/342/3276/07 dated 02.02.2007. The fire escape should be of R.C.C construction and shall be of enclosed type directly connected to the ground and the staircase shall be separate and remote from the internal staircase.

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- 
- b) Entrance to the fire escape shall be separate and remote from the internal staircase.
- c) The fire escape shall be constructed of non-combustible material and any doorway leading to the fire escape shall be of 2 hours fire resistance to prevent spread of fire and smoke.
- d) No staircase used as fire escape shall be inclined at an angle greater than 45° from the horizontal.
- e) Fire Escape staircase shall have flight not less than 125 cms. wide with 25 cms. Treads and Risers not more than 19 cms. and should be limited to 15 per flight.
- f) The hand rails shall be of height not less than 100 cms. And not exceeding 120 cms.

IV. **FLAT ENTRANCE:-** The Flat entrance and kitchen doors shall be of solid core with fire resistance of not less than half hour (solid wood of 35 mm Shutter) finished thickness and the same shall be of self closing type.

V. **FIRE LIFTS AND OTHER LIFTS:-**

- a) Fire lift shall be provided with a minimum capacity of Eight Passengers full automated with emergency Switch on ground level and shall be equipped with inter communication equipments.

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- b) Wall enclosing lift shall have fire resistance of not less than 2 hours.
- c) Shaft shall have permanent vents of not less than 0.2 sq. mtrs. in clear area immediately under machine room.
- d) Landing doors and lift car doors of the lift shall be of steel shutters of fire resistance of one hour. No collapsible shutters shall be permitted.



VI. ELECTRICAL CABLE SHAFT AND ELECTRICAL METER ROOM:-

- a) Electrical cables shafts shall be exclusively used for electrical cables and should not open in the staircase enclosures.
- b) Inspection doors for the shaft if provided shall have two hours fire resistance.
- c) Electrical shaft shall be sealed at each floor level with non-combustible material such as venticulated concrete.
- d) Electrical meter rooms shall be provided at ground floor level and they shall be adequately ventilated.
- e) The electrical installation should conform to BIS:1646/1997 Code of Practice for the fire safety of the building.

VII. ESCAPE ROUTE LIGHTING:- Escape route lighting (Staircase and Corridor light) shall be on independent circuit as per N.B.C. 2005 part IV Clause 4.17 illumination of Means of Exit. The exit arrangements

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comply with IS:1644/1989 Code of practice for safety of Building (General)



VIII. **FIRE FIGHTING REQUIREMENTS:-**

- a) **OVERHEAD (TERRACE WATER STORAGE TANK):-** A tank of 25,000 liters capacity each shall be provided on top of the terrace level of every Blocks namely 'A1', 'A2', 'A3', 'A4', 'A5', 'A6', 'B1', 'B2', 'B3', 'B4', 'B5', 'B6', 'B7', 'B8', 'C1', 'C2', 'C3', 'C4', 'C5', 'C6', 'C7', 'C8', 'D1', 'D2', 'D3', 'E1', 'E2', 'E3', 'E4', 'F1', 'F2', 'F3', 'F4', 'G1', 'H1', 'H2', 'I1', 'I2', 'J1', 'K1', 'K2' & 'K3' and Club House. The tank shall be connected to the Down Comer all through by a booster pump through a non- return valve and a gate valve.
- b) **DOWN COMER:-** Down Comer of internal diameter of 15 cms. of G1 'C' class pipe shall be provided in the duct in every Block with landing valve and Hose Reel Hose conforming to type 'A' 884-1985 on each floor in such a way as not to reduce the width of the corridor and no part of the floor is more than 6 mtrs. away from the nozzle when fully extended.

Two way Fire Service inlet connection of 63 mm diameter standard coupling shall be provided

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at ground floor to connect the mobile pump of the fire service to the Down Comer.



c) **Fire Pump:-**

- i. Electric Fire Pump of 900 ltrs/min. giving a pressure of not less than 2 Kg/cm² at the top most hydrant outlet of the Down Comer shall be provided at terrace level for every Block.
- ii. Electric supply to this pump shall be on independent circuit.

d) **ALTERNATE SOURCE OF POWER SUPPLY:-**

An alternate source of L.V./H.V. supply from a separate sub-station with appropriate change over switch shall be provided for the corridor lighting circuits and manual fire alarm system. It shall be housed in a separate circuit.

e) **MANUALLY OPERATED ELECTRIC FIRE**

ALARM SYSTEM:- All the Blocks namely 'A1', 'A2', 'A3', 'A4', 'A5', 'A6', 'B1', 'B2', 'B3', 'B4', 'B5', 'B6', 'B7', 'B8', 'C1', 'C2', 'C3', 'C4', 'C5', 'C6', 'C7', 'C8', 'D1', 'D2', 'D3', 'E1', 'E2', 'E3', 'E4', 'F1', 'F2', 'F3', 'F4', 'G1', 'H1', 'H2', 'I1', 'I2', 'J1', 'K1', 'K2' & 'K3' and Club House shall be provided with the above system conforming to BIS: 2189/1999 with the main control panel at ground floor and pill boxes, hooters at each side of

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the upper floors. The Layout shall be on in accordance with Indian Standard Specification.

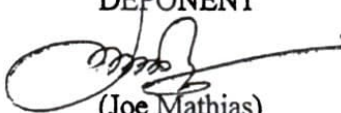
- f) **SPRINKLER SYSTEM**:- Automatic Sprinkler System should be installed in the basement of Blocks 'A1', 'A2' & 'A3' as per Indian Standard Specification.
- g) **PORTABLE FIRE EXTINGUISHERS**:- The type/distribution of Fire Extinguishers shall be in accordance with BIS: 2190/1992.
- h) **'FIRE EXIT'**:- 'FIRE EXIT' signs boards (illuminated) showing the line of escape shall be provide on all floors in every Block.

I say that the contents of the above paras are true to my knowledge and nothing is suppressed.


Place: Panaji - Goa

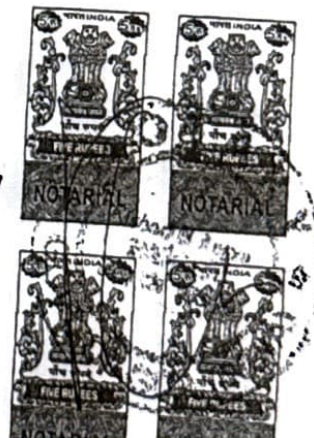
Date: 22.5.2007

DEPONENT


 (Joe Mathias)

SOLENNLY AFFIRMED AND VERIFIED
 BEFORE ME BY Joe Mathias
 REG. No 21507 DATE 22-5-07


 KISHOR N. PUGNO
 NOTARY AT PANAJI
 STATE OF GOA-INDIA



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TRUE COPY



1266

GOA STATE POLLUTION CONTROL BOARD

गोंय राज्य प्रदुशण नियंत्रण मंडळ

Phone Nos. : 91-832 2438567, 2438528
2438563, 2438550.
Tel / Fax No. : 832-2438528
Email : gspcb@sanchamet.in



Dempo Towers, 1st Floor,
EDC Plaza, Patto,
Panaji, Goa 403 001.

CONSENT TO ESTABLISH (NOC)

Order No. 5/3394/07-PCB/1435

Date: 20/06/07

Consent to Establish an industry under section 25(1)(a) of the Water (Prevention and Control of Pollution) Act, 1974 and under section 21 (1) of the Air (Prevention and Control of Pollution) Act, 1981.

1. Consent to Establish under section 25(1)(a) of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974) and under section 21 (1) of the Air (Prevention and Control of Pollution) Act, 1981 (as amended upto 1987 (Central Act 14 of 1981) and the rules and orders made there under is hereby granted to:

**M/s Mathias Ocean Park
(a Residential Project)**

hereinafter referred as 'the applicant', authorizing him / her / them to establish a unit at the below mentioned site:

Survey no. 249/1-A, Taleigao Village, Tiswadi Goa.

2. This Consent to Establish is valid for the manufacture of the products mentioned below:

Sr.	Description	Quantity/month
1.	Residential complex	-

Abhishek
20/6/07
ISSUED

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[Signature]
PIO / APIO
Goa State Pollution Control Board, Saligao Goa

3. This Consent to Establish is valid upto commissioning of the plant or three years which ever is earlier.
4. The applicant 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.
5. The applicant shall comply with all the conditions and instructions as provided in the GENERAL CONDITIONS annexed herewith.


Member Secretary


For GOA STATE POLLUTION CONTROL BOARD

To,
M/s Mathias Ocean Park
(A Residential Park)
502, Mathias Plaza
18th June Road,
Panaji Goa.

c.c. to:

1. Concerned file
2. Guard file

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PIO / APIO

GENERAL CONDITIONS FOR CONSENT TO ESTABLISH

1. Trees shall be planted and maintained around the plant in an area atleast 4 times the built area of the industry. Green belt development shall be started alongwith the construction activity.
2. The domestic waste water shall be treated in a properly designed septic tank and discharged on land for percolation through soak pit of adequate size within the factory premises.
3. The applicant shall not change or alter the quantity, the rates of discharge, temperature and the mode of disposal of the effluent without previous written permission of the Board.
4. The applicant shall provide facilities for collection of samples to the Board staff.
5. The industry shall discharge the treated effluents preferably on land for irrigation/ gardening/lawn within their own premises or re-use after suitable treatment.
6. Stack heights for (a) Diesel generator set(s) shall be as follows:

(a) Diesel Generator set(s) : The minimum height of the stack to be provided with each generator shall be as per the formula $H = h + \sqrt[0.2]{KVA}$ where H = total height of the stack in metres, h = height of the building in metres where the generator is installed and KVA = total generator capacity of the set in KVA.

The generator shall be installed in a closed area with a silencer and suitable noise absorption systems so as to comply with the ambient noise level standards as mentioned below:

The ambient noise level shall not exceed 75 dB(A) at a distance of 5 metres from the source.


7. The applicant shall provide ports in the chimney/stack and facilities such as ladder, platform etc. as per the directions of Pollution Control Board for monitoring the air emissions and the same shall be open for inspection and use by the Board's staff. The chimney/stack attached to various sources of emissions shall be designated by numbers such as S-1, S-2, etc. and these shall be painted/displayed to facilitate identification.
8. Floor washings shall be admitted into the effluent collection system only and shall not be allowed to find their way in storm water drains or open areas. The applicant shall maintain good housekeeping both within the factory and in the premises. All pipes, valves, sewers and drains shall be leak proof.
9. All solid waste arising in the premises shall be properly classified and disposed off to the satisfaction of the Board by :
 - i) Land fill in case of inert material;
 - ii) Controlled incineration wherever possible in case of organic combustible material;
 - iii) Vermiculture composting in case of bio-degradable, chemically active/hazardous solid waste; care should be taken to ensure that the material does not give rise to leachate which may percolate into ground water or be carried away with storm run-off.

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 PIO/APIO
 Goa State Pollution Control Board, Salgao Goa

10. The industry shall implement the following Rules and Regulations notified by the Ministry of Environment and Forests, Govt. of India.
 - a) Hazardous Wastes (Management and Handling) Rules, 1989;
 - b) Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989;
 - c) Rules for the Manufacture, Use, Import and Storage of Hazardous Micro-organism / - Genetically Engineered Organisms or Cell, 1989.
11. There shall not be any perceptible odour outside the industrial premises.
12. 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.
13. The industry shall follow the Rules and Regulations notified by the Ministry of Law and Justice, Govt. of India, regarding the Public Liability Insurance Act, 1991.
14. The industry shall report progress on implementation of the project to the Goa State Pollution Control Board regularly every three months.
15. The applicant shall obtain consent for trial production before the industry goes into trial production.
16. The applicant shall obtain consents for operation regularly from Goa State Pollution Control Board as required under section 25/26 of the Water (Prevention and Control of Pollution) Act 1974 and under section 21/22 of the Air (Prevention and Control of Pollution) Act 1981 for operation of the industry before starting commercial production.
17. 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.
18. 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.
19. This Consent to Establish is granted without any prejudice to any other permission(s) required under any laws, bye-laws and regulations in force.
20. The validity of this Consent for Establishment is for 3 years from the date of issue of this Order.


Member Secretary

For Goa State Pollution Control Board

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PIO / APIO
Goa State Pollution Control Board, Saligao Goa.

1891
[Handwritten signature]

ANNEXURE-A-7

RANJIT DATTARAM SATARDEKAR

1st Floor, Azavedo Building, Opp. Government
 Quarters, Patto, Panaji, Goa

Phones: 2437421 (O.) 2221940 (R)
 9422593813(M)

3/3/2010

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**PUBLIC INFORMATION OFFICER
 NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

Ref:- Application dated 1/12/2009 of Joe Mathias seeking permission (NOC) for development of the property bearing Survey No. 249/1-A of Taleigao Village at Dona Paula.

Said Shri Joe Mathias (hereinafter referred to as "Mathias") has raised following contentions in support of his said application:-

- a) That his name and the name of Clotildes Fernandes are found in the Form I & XIV (i.e. on record of right) of the property bearing Survey No. 249/1-A;
- b) His name (said Mathias) is based on purchase of 1/10th (one tenth) share by sale deed dated 1/7/1998;
- c) That said Clotildes Fernandes is holder of 80% share and he (said Mathias) is holding her authority. They are holders of 90% share in the said estate;
- d) That the documents produced by him (said Mathias) are sufficient to grant him development permission;
- e) It is not the function of Planning & Development Authority to go into the question of title;
- f) That the possession of the said property was with said Clotildes Fernandes and as such, he (said Mathias) is acting as her agent so also in exercise of his own right. Therefore, the Planning & Development Authority cannot reject his application and deny him permission;
- g) That by Judgement & Decree dated 24/11/2006 passed by Senior Civil Judge, Mapusa, in Spl. Civil Suit No. 102/2004/A, Vijaya Satardekar (my wife) and Sadiq Shaikh are directed to deliver their 1/10th (one-tenth) undivided share to him (said Mathias). That said Decree dated 24/11/2006 is stayed by High Court in First Civil Appeal No. 333/2006 filed by me and my wife (Vijaya);

Office of the North Goa
 Planning & Dev. Authority
 Inward No. 2980
 Date : ... 17th MAR 2010

[Handwritten signature]
 3/3
 PAGA (i)

h) That Smt. Rucmini Narvekar and heirs of her late husband Shri Raghunath Narvekar had filed Spl. Civil Suit No. 101/2004/A in the Court of Senior Civil Judge at Mapusa for cancellation of the sale deed dated 8/1/1991 on the ground of undue influence allegedly used by me and coercion on them, which sale deed is cancelled by the Judgement & Decree date 30/12/2006. The said decree is stayed by the High Court in Appeal No. 29/2007 filed by me and my wife (Vijaya). Therefore, the 6.6% share of mine and my wife Vijaya in the said property 249/1-A is subject matter of controversy due to the said pending Appeal No. 333/2006 and 29/2007 before Hon'ble High Court.

i) That the allotment of said property 249/1-A in his favour (said Mathias) is confirmed by Order dated 18/7/2009 passed by Senior Civil Judge Mapusa in the Inventory Proceedings No. 310/2004/A. The said order confirming the chart is further confirmed by order dated 14/3/2009 passed in CMA No. 148/2006/A.

j) That the order dated 14/2/2008 of Hon'ble High Court declaring that he (said Mathias) has not obtained lawful possession of the said property 249/1-A is stayed by Hon'ble Supreme Court by Order dated 2/5/2008 passed in Spl. Leave Petition to Appeal No. 5488/2008;

k) That the allegation that previous Member Secretary Rajesh Naik issued previous NOC dated 14/6/2006 issued illegally fraudulently, is false;

l) That the Chart of Partition does not require registration as the registration is optional due to the allotment of the said property is done in his favour in the Chart of Partition in the said Inventory proceedings;

II

My answers to the above contentions are as under:-

i) To contention in clause (a) :-

The record of right is not the document of title. The records of right are meant for fiscal purpose. This has been held by the Supreme Court of India in its full bench judgement reported in A.I.R. 1994 S.C. page 1349. (Produced herewith is the said judgement).

ii) To contention in clause (b) :-

The said sale deed dated 1/7/1998 shows that said Mathias has got 10% (ten percent) share only in the estate of

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Andre Andrade. He does not own the entire estate of said Andre Andrade.

iii) **To contention in clause (c) :-**

Said Clotildes Fernandes and said Mathias together hold 90% share in the said estate and not the entire estate. The remaining 10% share in the said estate is held by me, my wife Vijaya, said Sadiq Shaikh and his wife Sadiya. Therefore, in absence of title in his favour to the said property 249/1-A in its entirety, said Mathias cannot claim the said property entirely. As such, his application for permission for the development of the said property cannot be granted.

iv) **To contention in clause (d) :-**

Said Joe Mathias has applied for the said permission in his own name and wants the permission in his own name. He is not entitled to it. The person applying for the said permission should be the lawful owner, lawful possessor, lawful occupier and the lawful holder of the property in its entirety and exclusively as he seeks permission to develop property by putting construction therein. He (said Mathias) himself has admitted that he is the holder of 10% share only in the said estate.

v) **To contention in clause (e) :-**

The contention is not correct. The Planning & Development Authority cannot grant development permission to the person who is not the owner, possessor and holder of the property in its entirety. This position is made abundantly clear in the legal notice dated 23/10/2009 served on you through our advocate Arun Talaulikar and in my other letters submitted to you. If that contention of said Mathias is held to be valid, then anybody will be entitled to get permission for development of property owned by anybody. The applicant need be the lawful owner, possessor and holder of that property. If he need not be the owner and possessor of the property, the permission shall have to be granted even to the stranger who has no relation with the property. Such absurd contention cannot be accepted by the statutory authority like Planning & Development Authority which has to function in accordance with rules of law and not under wishes and fancies of its officers.

vi) **To contention in clause (f) :-**

The possession of the said property 249/1-A was with said Clotildes Fernandes as the Administrator of properties appointed by the Inventory Court in the said Inventory Proceedings and as the owner of 10% share in it. She has not been holding its possession in her capacity as its exclusive owner, possessor and

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holder. She continues to be the administrator of the said estate of Andre Andrade, appointed by the Inventory Court. As such, she cannot give any power of attorney to said Mathias to apply for the said permission in his own name as she is not discharged by the said Court till today from that post. Moreover, the application for permission is filed by said Mathias in his own name and not in his capacity as the attorney of said Clotildes. Even otherwise, they are not the owners, possessors and holders of the said property in its entirety. As such, said Mathias is not entitled to file the said application for permission for the development of the said property.

vii) **To contention in clauses (g) :-**

Said Mathias has himself admitted that the Judgement & Decree dated 24/11/2006 in the said pre-emption suit 102/2004/A, passed by Senior Civil Judge at Mapusa is stayed by Hon'ble High Court in First Appeal No. 333/2006 filed by us. As such, the operation of that judgement & decree is kept in suspension. Therefore, it creates no right in favour of said Mathias in respect of said property.

viii) **To contention in clause (h) :-**

Said Mathias has himself admitted that the Judgement & Decree dated 30/12/2006 in the said suit 101/2004/A, passed by Senior Civil Judge at Mapusa is stayed by Hon'ble High Court in First Appeal No. 29/2007. As such, the operation of that Judgement and Decree is kept in suspension and it creates no right in favour of said Mathias.

ix) **To contention in clause (i) :-**

The Chart of Partition dated 27/3/2006 and the order dated 18/8/2006 of its confirmation passed by Senior Civil Judge, Mapusa (Inventory Court) is in dispute and in controversy before Hon'ble Bombay High Court at Goa in the First Appeal No. 289/2006 filed by me and my wife Vijaya. As such, said Mathias is not entitled to get permission for the development of the said property till the said Appeal 289/2006 is finally disposed off.

x) **To contention in clause (j) :-**

In the Order dated 14/2/2008 passed in Civil Application No. 294/2008 in the said First Appeal No. 289/2006 filed by us, Hon'ble Bombay High Court has held that said Mathias is not in lawful possession of the said property 249/1-A and as such, he is not entitled to carry its development and to put constructions therein. In the said order, Hon'ble High Court has held that If he desires to get its lawful possession, he has to approach the said

Court of Senior Civil Judge (Inventory Court) for getting its lawful possession.

As per the said order of Hon'ble High Court, he (said Mathias) even filed application dated 18/3/2008 before the said Court of Senior Civil Judge for getting the possession of the said property 249/1-A, which application was withdrawn by him by filing another application dated 21/3/2008. He hurriedly withdrew the application dated 18/3/2008 fully knowing that he will not be successful in his said application.

The order dated 2/5/2008 of Hon'ble Supreme Court staying the Order dated 14/2/2008 of Hon'ble High Court has not permitted said Mathias to change the nature of the said property during the pendency of the said Special Leave Petition to Appeal No. 5488/2008 before it. Therefore, said Mathias is not entitled to get permission from the Planning & Development Authority for the development of the said property during the pendency of the said SLP to Appeal No. 5488/2008. If his application is allowed and permission is granted, he will mis-use it to change the nature of property by claiming that new permission is granted to him for development.

x) **To contention in clause (k) :-**

We maintain that the former Member Secretary Rajesh Naik has illegally and fraudulently issued NOC dated 14/6/2006. It has been already brought to the notice of this Authority that a portion of the said property admeasuring 640 sq. mts. is fraudulently transferred in favour of the company Meridian Estates owned by Smt. Divya Rane, wife of Health Minister Vishwajeet Rane and daughter-in-law of Pratapsingh Rane, the Chief Minister of Goa when the Sale deed dated 24/10/2006 was executed. We have already filed before the Court of Senior Civil Judge at Panaji the Special Civil Suit No. 105/2009/A praying that the said sale deed dated 24/10/2006 be declared null and void and the possession of the said portion of 640 sq. mts. be restored to the estate of Andre Andrade. A copy of the plaint in the said suit is already produced before you to take cognizance of it. We have apprehension in our minds that in the way, he (said Mathias) has done in the past while obtaining the previous permission dated 14/6/2006 from your office, he may try to get new the permission now applied) using the influence of said Divya Rane and her family members as they are interested in the portion of the said property 249/1-A.

xi) **To contention in clause (l) :-**

The contention of said Mathias that the said Chart of Partition and its confirmation order dated 18/8/2006 does not

require registration under the Indian Registration Act is baseless. We have already produced before you the order dated 18/7/2009 of the Senior Civil Judge at Mapusa in which it has been categorically held that as per the judgements of the Supreme Court of India and the High Courts, the registration of the decree granting partition of the estate/property is compulsory and it should be mandatorily done within eight months from the date of the document. In the present Case, from the date of the said confirmation order dated 18/8/2006, long period has elapsed long time back and such, he cannot register it now.

Said Mathias avoided to register the said Chart of Partition and its confirmation in order to avoid the payment of the registration charges on them in the office of the Sub-Registrar as required under the Indian Registration Act. He had to pay to the government an amount of more the Rs. 32,00,000/- (Rupees Thirty two lakhs) by way of said registration charges as per value of shares quoted by him He made an attempt to defraud the government by filing an application to get the said registration through the Court of said Senior Civil Judge which attempt was defeated by court by dismissing his said application vide the said order dated 18/7/2009. He has to pay for his said cunning ways to defraud the Government/Public Exchequer. (The said order dated 18/7/2009 of Senior Civil Judge is already produced by me before you.

III

We have also challenged the said licitation (auction) by challenging the provisions of Portuguese law providing for licitations (auctions) before Hon'ble Bombay High Court at Goa in Writ Petition No. 1/2005 in which the cancellation of the said Chart of Partition and confirmation order dated 18/8/2006 is also sought. The said Writ Petition is admitted and presently is on board of High Court for final hearing. Said Mathias deliberately did not make any reference to the said Writ Petition No. 1/2005 under which said Mathias is claiming the said property.(A copy of the said writ petition is annexed hereto for your perusal).

IV

We have also challenged the said licitation (auction) held in the said Inventory proceedings on the ground that though I was an interested party in the said Inventory proceedings, I was denied my right to participate in the said auction by the said Court of Senior Civil Judge at Mapusa by passing an order dated 1/2/2006 which is challenged by me before Hon'ble Supreme Court of India by filing an appeal No. 3581/2006 which is admitted and the same is pending for hearing and decision before that court (Supreme Court). (Annexed hereto is the copy of the notice of Supreme Court of India).

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RIGHT TO INFORMATION ACT 2005**


**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

V

We have also challenged the grant of Sanad dated 1/10/2007 to said Mathias by filing a Writ Petition bearing No. 213/2008 before Hon'ble Bombay High Court at Goa which is pending for hearing. (Copy of memo of said Writ Petition No.213/2008 is produced herewith).

VI

We have also challenged the order dated 14/3/2008 of Senior Civil Judge granting the application of said Mathias for engrossment of the Chart of Partition and the order dated 18/8/2006 of its confirmation by filing a Writ Petition No. 201/2008, which is also pending before Hon'ble Bombay High Court at Goa.(Copy of memo of said Writ Petition No.201/2008 is attached hereto).

VII

The sale deed dated 1/7/1998 on basis of which said Mathias claims 10% share in respect of the estate of Andre Andrade/property 249/1-A, was the subject matter of the criminal proceedings in Crime Case No. 17/2002 of the Panaji Town Police Station at Panaji on police complaint dated 13.9.2001 of Smt. Kshmata Dessai who is the grand-daughter of said Clotildes Fernandes and her Power of Attorney holder, against said Mathias and his manager Shri Leo Soares. As per the said complaint, said Mathias and Soares had obtained NOC's from this Authority by forging the signatures of said Clotildes Fernandes on the applications for NOC's and he obtained the NOC for the registration of said sale deed dated 1/7/1998 in his favour. On the said grounds a Regular Civil Suit No.126/2001?/B was also filed by said Clotildes for cancellation of the said sale deed dated 1.7.1998 before Court of Junior Civil Judge at Panaji.

VIII

On the complaint of Shri Nelson Cabral, the Ex-Counselor of Panaji Municipal Council, a Crime Case No. 100/2009 was also registered by Panaji Town Police Station which was handed over to C.I.D. of Goa Police. The said criminal case was for offences that said Mathias trespassed on the portion of the said property 249/1-A claiming to be his property.

Thus it can be seen from the above that said Mathias is capable of indulging in any act or making any sort of assertion for getting new permission for development of the said property 249/1-A.

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

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Therefore the said application of said Mathias for new permission for the development of the said property 249/1-A be rejected by this Authority.

Yours faithfully,



(Shri Ranjit Satardekar)

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**PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY**

TRUE COPY



ANNEXURE-A-8

RANJIT DATTARAM SATARDEKAR1st Floor, Azavedo Building, Opp. Government
Quarters, Patto, Panaji, GoaPhones: 2437421 (O.) 2221940 (R)
9422593813(M)Date:- 26th March, 2010

To,

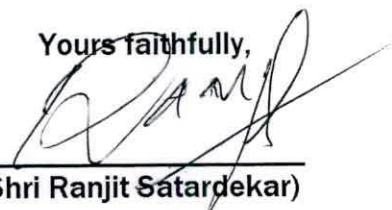
The Member Secretary,
North Goa Planning & Development Authority,
Panaji, Goa.

Dear Member Secretary,

Since the interest of the company Meridian Estate Pvt. Ltd. owned by Divya Rane (wife of Goa's Health Minister Vishwajeet Rane) is directly involved in the property bearing Survey No. 249/1-A of Taleigao Village, for which development permission is sought by Joe Mathias, there is a cause for apprehension in my mind that despite my valid and legal objections, your office may suddenly take a decision to grant it. The said Joe Mathias who is sitting on the volcano of wrongful/illegal acts, for which he has faced and is facing number of cases in various courts of Goa including the Bombay High Court at Goa and also before government authorities will not hesitate to exert influence from various quarters on your office to get the said development permission.

Therefore, I request you to inform me immediately about the decision if taken by your office to grant the said development permission to Joe Mathias despite my objections so as to enable me to seek legal remedies available to me against that decision.

Yours faithfully,


 (Shri Ranjit Satardekar)

 Office of the North Goa
 Planning & Dev. Authority
 Inward No. 3219
 Date : ...26..MAR..2010..

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 PUBLIC INFORMATION OFFICER
 NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

 2613
 PATTO

1. Former Professor, Salgaoncar Law College, Panaji, Goa.
2. Ex-President, North Goa Advocates' Association.
3. Ex-Election Observer, the Press Council of India.
4. Ex-Vice-President, All Goa Municipal Workers Union.
5. Convener, Peoples' Union for Human Rights.



गोंय गोवा GOA

Serial No. 1344 Place of Vendor, Panaji Date 20/11/2011
 Value of Stamp Paper 20/-
 Name of Purchaser Mattias Construction Pvt. Ltd. 03AA 033798
 Resident's Name of Father _____
 Purpose _____ Transacting Parties _____

4
 Sign of Stamp Vendor
 Mangala K. Karparker
 License No. AUSTP/VEN/1747/99

Sign of Purchaser

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is executed on this 21st day of January 2011 at Panaji, Goa.

BETWEEN

MRS. KSHAMATA DESSAI, daughter of late Caetano Gomes, and granddaughter of late Clotildes Fernandes, major of age, married, Indian National, housewife and her husband MR. VINAYAK DESSAI, son of Chandrakant Dessai, major of age, both Indian nationals and both residing at House No. 408/B, Near NIO Post office, Dona Paula, Ilhas-Goa hereinafter called "THE FIRST PARTY" (which expression shall mean and include unless repugnant to the context their heirs, executors, administrators and assigns).

(Handwritten signatures)

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AND

M/S. MATHIAS CONSTRUCTION PVT. LTD. a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE SECOND PARTY**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 61 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.

AND WHEREAS there exists a property bearing Survey No. 254/1 at Dona Paula, Taliegao, Goa admeasuring approx. 7125m² together with three houses namely, 1 large house and 2 smaller houses belonging to late Mrs. Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshaniata Dessai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.



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4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Sukanti Sebastian Gomes and her children as well as that of (3) Mrs. Dinamati Andre Gomes and her children in this property who are not parties to this Memorandum Of Understanding and will enter into a separate Memorandum Of Understanding with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Memorandum of Understanding agrees and ensures to sufficiently indemnify the Party of the First Part as against any such claim of the said (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Sukanti Sebastian Gomes and her children as well as that of (3) Mrs. Dinamati Andre Gomes and her children.

AND WHEREAS the said property belonged to the estate of late Andre Andrade, wherein the late Mrs. Clotildes Fernandes, the daughter-in-law of late Andre Andrade had 4/5th right to his estate.

AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa bearing New No. 310/04/B.



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AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and therein the entire property and the 3 houses, described in Schedule I mentioned here below came to be allotted to late Mrs. Clotildes Fernandes and one Mrs. Vijaya Satardekar in the Auction and Chart of Allotment bearing item No. 85-A for Rs. 22,96,852/- which was confirmed vide final Order dated 18.08.2006.

AND WHEREAS the late Mrs. Clotildes Fernandes, had 90% share in the property and the 3 houses and the interested party namely, Mrs. Vijaya Satardekar has 10% share in the said property and the 3 houses by virtue of an Agreement signed by her with Mrs. Clotildes Fernandes.

AND WHEREAS the property bearing Survey No. 254/1 was under acquisition proceedings dated 12.08.1997 by the Tourism Dept. of the Government of Goa for rehabilitation of hawkers at the Dona Paula jetty and for providing parking facilities.

AND WHEREAS the Government had issued a Notification u/s 4 of the Land Acquisition Act for acquiring the property on 04.09.1997 and thereafter issued another Notification u/s 6 of the said Act and in the said Notification, emergency provisions of Section 17 (4) of the said Act came to be invoked for acquiring the land, whereby a notice dated 17.02.1998 was issued by the Dy. Collector to the late Mrs. Clotildes Fernandes, for



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acquisition of the above land and possession was taken on 20.02.1998.

AND WHEREAS the Government of Goa through the Dy. Collector's Office, North Goa District, Panaji, Goa passed an award 28.05.2009 in Case No. 5/19/LAO-REV/TRSM/97 for acquisition of the property bearing survey No. 254/1 together with 3 houses therein for parking facilities and rehabilitation of stalls with details of apportionment of compensation to be paid by the Government to the late Mrs. Clotildes Fernandes, and others. However, till date, the Government has not undertaken the development works for the purpose of which the land was acquired for nor paid compensation.

AND WHEREAS since the Government has not used the property for the intended purpose, the Second Party has proposed to the First Party that the Government is likely to release the property from the acquisition proceedings, the First Party had filed a Writ Petition before the High Court against the acquisition proceedings and the High Court has passed an order directing the parties to maintain 'status quo' and in such an event, the First Party has agreed to sell to the Second Party, their share in the property with the 3 houses mentioned in Schedule I herein below, for a total consideration of Rs. 3,00,00,000/- (Rupees Three Crores Only).

AND WHEREAS the Second Party has also agreed to offer to the First Party, one (1) apartment of 2 bedrooms each admeasuring approximately 100m² of built-up area on the first floor of a building to be constructed in the said



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property mentioned in **Schedule I** with specifications as mentioned in **Schedule III** here-below.

AND WHEREAS the Second Party shall apply for the development permissions for the construction of the building from the concerned authorities within 180 days from the date of the release of the said property by the Government and the second Party will start the construction works within a reasonable time there from.

AND WHEREAS the Second Party undertakes to specifically allot to the Party of the First Part flat/ built-up area by way of a plan and letter of allotment indicating the number of the flat within a period of 120 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.

AND WHEREAS the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as well as any fees, levy, charges payable and expenses incurred and as may be required from time to time for the development of the property.

AND WHEREAS the Second Party shall hand over possession with occupancy certificate of the said 2 bedroom apartments on the first floor to the First party within 2 years from the date of obtaining the permissions/licenses. However, the Second Party shall be entitled to reasonable extension of time of a maximum



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period of 6 months for giving delivery of the apartments on the aforesaid date and for making payments of the consideration amounts as mentioned in **Schedule II** hereunder, if the completion of the apartments or any payment is delayed on account of:

- i) War, armed rebellion or natural calamity due to which construction work could not be undertaken.
- ii) Any notice, order, rule, notification of the Government and/or any other public or competent Authority and/or any judicial Authority.
- iii) Non-availability of steel, cement, other building material and non availability/delay on the part of the Government Department in releasing water and electricity supply.

AND WHEREAS the Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of **Schedule II** or handing over of the apartment hereunder, whichever is later.

AND WHEREAS the Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Memorandum Of Understanding.



AND WHEREAS there is a lease holder, namely, M/s Gomantak Land Development Pvt. Ltd. (Cidade de Goa) in the larger house and the Second Party herein shall be solely and entirely responsible to settle any claim or dispute that may arise with the said lease holder in the property mentioned in **Schedule I**. Similarly, all such claims/ expenditures involved and/or compensation amounts to be paid in order to settle the lease holder will be the sole responsibility of the Second Party with no liability whatsoever to the First Party.

AND WHEREAS the Party of the First Part assures the Second Party that they have not created any third party rights to the said property. The Party of the Second Party assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.

AND WHEREAS the First & Second Parties after agreeing with the above terms and conditions have decided to enter into this Memorandum Of Understanding.

AND WHEREAS the late Clotildes Fernandes, had earlier signed an Agreement for Sale dated 22.03.2010 with M/s. Mathias Construction Pvt. Ltd., the Second Party herein in respect of the property and 3 houses mentioned in Schedule I here below.

AND WHEREAS on signing of the Agreement for Sale dated 22.03.2010, the Second Party herein had paid to late Mrs. Clotildes Fernandes, an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) in terms of the



Memorandum Of Understanding signed between them. It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the late Clotilde Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs. 2,97,50,000/- (Rupees Two Crores Ninty Seven Lakhs Fifty Thousand Only) will be paid as under to the First Party.

AND WHEREAS not withstanding anything contained in the said Memorandum Of Understanding dated 22.03.2010 and in supersission thereof, the parties hereto enter and execute the present agreement upon the terms and stipulations stated herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

- 1) That as and when the property bearing Survey No. 254/1 with 3 houses, namely, 1 large house and 2 smaller houses therein are released from acquisition proceedings by the Tourism Dept. of the Government of Goa than the First Party will convey/ transfer their share/rights to the Second Party and the Second Party shall pay to the First Party in lieu of their respective shares in the above property and 3 houses located therein in consideration of a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to each of them, as also One apartment of 2 bedrooms, to be

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given to the parties herein, admeasuring approximately 100 m² built-up area, as mentioned in Schedule II hereunder written upon terms and conditions stated herein.

- 2) The First Party agrees to transfer/ convey in favour of the Second party their entire share/rights in the property together with the 3 houses, mentioned in Schedule I herebelow, upon payment of the entire consideration amount and upon receiving the possession of apartment mentioned in Clause 1 above. The Cost of transfer of their share in the said property and the 3 houses such as, stamp duty and the registration fees shall be borne by the Second Party/his nominees.
- 3) The Second Party herein has agreed that it shall be solely and entirely responsible to settle any claim/ dispute with the lease holder, namely, M/s. Gomantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the property mentioned in Schedule I and the expenditure involved and compensation amounts to be paid in order to settle the lease holder will also be the sole and entire responsibility of the Second Party with no liability whatsoever to the First Party.
- 4) The Party of the First Part assures the Second Party that they have not created any third party rights in the said property. The Parties of the First and Second Parties assume no liability whatsoever and shall remain indemnified of any such claim or



demand as may be raised by any third party claiming through/ by the Party of the First Part.

- 5) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein, shall continue to remain in common enjoyment of the First Party and that the possession. The party of the second part shall execute a separate agreement in respect of the house with First Party.
- 6) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party whenever called upon.
- 7) That time is the essence of this Memorandum of understanding that this MOU shall be subject to the realization of the cheque payment made.
- 8) The parties hereto shall have the right to specific performance of this Agreement.



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SCHEDULE-I**(Schedule of property and three houses)**

Property and 3 houses, namely, 1 large house and 2 smaller houses situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa under Survey No. 254/1 having an approximate area of 7125 sq. mts. of which land registration number is Nil and the Matriz No. is Nil and bounded as under:

On the North: by survey No. 255/0;

On the South: by plot bearing Chalta No. 1 of P. T. Sheet No. 185;

On the East: by public road and

On the West: by plot bearing Chalta No. 22 of P. T. Sheet 175;



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SCHEDULE-II
[TERMS OF PAYMENT TO BE MADE TO THE FIRST PARTY]

Balance amount to be paid as under:

SR. NO.	DATE	PARTICULARS	AMOUNT
1.	21.1.2011	On signing of the MOU	Rs. 1,00,000/-
2.		Within 30 days from the date of publication of Notification for Release of the property by the Government.	Rs. 10,00,000/-
3.		Within 3 months upon obtaining sanad/ Construction Permissions/Licenses from all the authorities or upon Commencement of construction work which ever is earlier.	Rs. 10,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-
5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-

[Handwritten signature and initials]



**SCHEDULE - III
(Specifications)**

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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127

DOORS AND WINDOWS:

All door frames will be of first class Salwood of 4" x 2 1/2" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium powder coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:

Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points or Hot water from Solar Panels. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.

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Concealed type with 'Kitec' and CPVC/PVC pipes from Flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be an underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weathershield or equivalent.

COMPOUND WALL:

There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.



246

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131

In witness whereof the parties hereto sign hereunder:

Signed and Delivered by
The Within named **FIRST PARTY**
MRS. KSHAMATA DESSAI

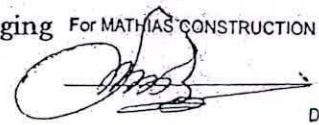


MR. VINAYAK DESSAI



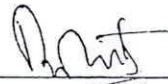
Signed and Delivered by
The Within named **SECOND PARTY**
M/S. MATHIAS CONSTRUCTION PVT. LTD.

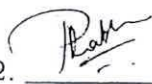
Represented herein by its Managing For MATHIAS CONSTRUCTION PVT. LTD.
Director **MR. JOE MATHIAS**



DIRECTOR

In the presence of:

1. 

2. 

TRUE COPY





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Serial No. 7349 Place of Vendor, Panaji, Date 20/11/11
 Value of Stamp Paper _____
 Name of Purchaser: Mattiah Construction Pvt. Ltd. 03AA 033803
 Residence _____ Name of Father: _____
 Purpose _____ Transacting Parties _____



u
 Sign of Stamp Vendor
 Mangala N. Karapnikar
 License No. ACISTPIVEN/747/99

Sign of Purchaser
 (Signature)

(B)

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is executed on this 3rd day of February 2011 at Panaji, Goa.

BETWEEN

SMT. SUKANTI SEBASTIAN GOMES, wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotilde Fernandes, major of age, widow, and her sons **MR. ASHWIN SEBASTIAN GOMES**, major of age, Bachelor, and **MR. SANDESH SEBASTIAN GOMES**, major of age, Bachelor, Indian Nationals all residing at House No. 312, Aivao of Caranzalem, Tiswadi Goa, hereinafter called **THE PARTIES OF THE FIRST PART** (which expression shall mean and include unless repugnant to the context theirs heirs, executors, administrators and assigns).

(Signature)

(Signature)

(Signature) Gomez Gomes

25/11/11

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AND

M/S. MATHIAS CONSTRUCTION PVT. LTD, a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE PARTY OF THE SECOND PART**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 62 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.



WHEREAS, the First Party is the wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshamata Desai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.
4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

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AND WHEREAS late Andre Andrade was the Owner of a large estate and upon his demise, his son Sebastiao Andrade and his wife Clotildes Fernandes enjoyed 4/5th right to the estate. Upon the demise of Sebastiao Andrade on 18.08.1962 his wife late Clotildes Fernandes inherited the above mentioned 4/5th right to the estate.

AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa, bearing New No. 310/04/B.



AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and the estate was auctioned in the Inventory Proceeding 310/2004/B, for an amount of Rs.23,44,21,078/- (Rupees Twenty Three Crores Forty Four Lakhs Twenty One Thousand Seventy Eight Only) out of which, the share of late Clotildes Fernandes was Rs.18,75,36,862.40 (Rupees Eighteen Crores Seventy Five Lakhs Thirty Six Thousand Eight Hundred Sixty Two and Paise Forty Only) to be received by late Clotildes Fernandes from the Party of the Second Part.

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AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai

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(2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children, in this property who are not parties to this agreement and will enter into a separate Agreement with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Agreement agrees and ensures to sufficiently indemnify the Parties of the First Part as against any such claim of the said (1) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (2) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes (3) Mrs. Dinamati Andre Gomes and her children.



AND WHEREAS in consideration of the Parties of the First Part requesting the Second Party to allot to them built up area and part by cash consideration towards their share in the estate, the Party of the Second part has agreed to the same and consented to make the payments accordingly.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

- 1) In consideration of the Parties of the First Part requesting the party of the Second Part to allot to them built-up area alongwith part cash consideration, the party of the Second Part has agreed to allot to them built-up area and pay to the party of the First part a sum of Rs. 6,00,00,000/- (Rupees Six Crores Only) and built-up area in each such properties as detailed below, in return of the amount which is due from the entitlement of late

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Clotildes Fernandes under the Inventory Proceedings
No. 310/2004/B.

- 2) It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 2,64,37,000/- (Rupees Two Crores Sixty Four Lakhs Thirty Seven Thousand Only) to the late Clotildes Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 66,09,250/- (Rupees Sixty Six Lakhs Nine Thousand Two Hundred and Fifty) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs.5,33,90,750/- (Rupees Five Crores Thirty Three Lakhs Ninety Thousand and Seven Fifty Only) will be paid as under to the First Party.



SR. NO.	DATE	PARTICULARS	AMOUNT
1.	03.02.2011	On signing of this MOU	Rs. 25,00,000/-
2.		Within 6 Months from the date of signing of this MOU	Rs. 25,00,000/-
3.		Within 6 months after payment of amount mentioned in Serial No. 2 above	Rs. 50,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-

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James Jones

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5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-
8.		Within a period of 3 months after payment of amount mentioned in Serial No. 7 above	Rs. 50,00,000/-
9.		Within a period of 3 months after payment of amount mentioned in Serial No. 8 above	Rs. 50,00,000/-
10.		Within a period of 3 months after payment of amount mentioned in Serial No. 9 above	Rs. 50,00,000/-
11.		Within a period of 3 months after payment of amount mentioned in Serial No. 10 above	Rs. 83,90,750/-
Total Rs. 5,33,90,750/-			



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- 3) The party of the Second Part has agreed to construct 2 flats of 2 bedrooms each and each admeasuring 100 m² of built up area in property bearing Chalta No. 6 of P.T. Sheet No. 174 to be given to the First Party as per the specifications mentioned in **Schedule-I** here below.
- 4) The Second Party undertakes to specifically allot to the Parties of the First Part all such flat/ shop/ built-up area as may be enumerated hereunder by way of a **plan I** and letter of allotment indicating the number of the building, flat number and floor within a period of 60 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.
- 5) The Party of the Second Part undertakes that the possession of the flats will be handed over ready for use and occupation to the First Party along with the Occupancy Certificate from the concerned authority within a period of 2 years from the date of approval of plans by the concerned Authorities.
- 6) The Party of the Second Part has also agreed to construct 3 shops of 30 m² built-up area in the property bearing Survey No. 249/1-A facing the Dona Paula-Bambolim University Road for the parties of the First part as per specifications mentioned in **Schedule-II** here below. After obtaining approval from the concerned authorities, delivery of the shops will be given to them within a period of 2 years from the date of approval of plans. (The **plan II** showing



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the location of the shops marked in red is attached hereto.)

- 7) The party of the Second Part has also agreed to allot and earmark an area of 500 m² of land in the property bearing Survey No. 249/1-A which shall be given to the First Party together with 1 building, constructed, having 3 floors each with 3 bedroom apartments admeasuring 160 m² built up area each as mentioned in **Schedule-I**. (The **plan III** showing the location of 500m² of land is marked in red in the attached plan.)

1/11/10



- 8) The Party of the Second Part undertakes to furnish to the First Party with a plan of the building/flats to be given to the First Party within 60 days of signing of this MOU, and after their due approval in writing of the same, the plans will be submitted to the Authorities for permission/licenses by the Party of the Second Part.
- 9) The Party of the Second Part undertakes that the possession of the said building structure will be handed over along with the Occupancy Certificate from the concerned authority within a period of 2 years from the date of approval of plans by the concerned Authorities.
- 10) That the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as

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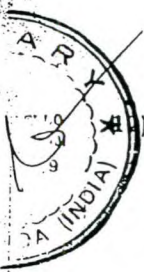
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well as any fees, levy, charges payable and expenses incurred and as may be required from time to time in respect of all approvals.

- 11) It is further expressly agreed that in case the construction work is stopped and delivery of the possession of the said premises is delayed on account of any notice, order, rule or Notification of the Government and/or any other public or competent Authority or on account of any court order, payments of the above mentioned amounts to be paid to the parties shall be correspondingly extended.



The Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of the chart stipulated herein and possession of all such flats/ buildings/shops specified above is given.

- 13) The Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second Part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Agreement.
- 14) The flats/shops shall be deemed to be ready for occupation only after construction thereof is completed in all respects including painting work, flooring, compound wall and gate, water and electricity connections obtained hereto and

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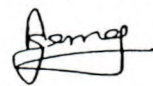

Sharma

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Gomes

occupancy from the North Goa Planning & Development Authority and the No-Objection Certificate/ Occupancy Certificate from Village Panchayat of Taleigao is obtained in respect thereof.

- 15) The possession of the said flats/shops shall be taken by the First party after the inspection of the said flats/shops and after being fully satisfied about the quality of the construction. The First Party after taking possession shall have no claim against the Second party in respect of any item of work alleged not to have been executed/ completed or for any other reasons.
- 16) The Parties of the First Part shall be entitled to enter and inspect the aforementioned properties/ sites with prior permission of the Party of the Second Part.
- 17) The Party of the Second Part assures the First Party that they have not created any third party rights in the aforementioned area to be allotted to the Party of the First Part. The Parties of the First Part assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the Second Part.
- 18) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the residential house bearing House No. 312 located therein, shall continue to remain in common enjoyment of the First Party with other heirs. The

second party undertakes to enter into a separate agreement in respect of the house with the First party.

19) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party and other heirs whenever called upon at their expenses.

20) All monetary compensation to be received from the Government Authorities towards the acquisition of part of land of the property bearing Survey No. 249 (Old Survey No. 785) in the year 1969 for the National Institute of Oceanography and towards acquisition of part of land of the property bearing Chalta No. 6 of PTS No. 174 for park and road widening shall jointly belong to heirs of Clotildes Fernandes.

21) Any notices shall be deemed to have been duly served on the parties hereto if sent by registered post at the below mentioned addresses of the respective parties.

PARTY OF THE FIRST PART:

a) **Smt. Sukanti Sebastian Gomes**
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

b) **Mr. Aswin Sebastian Gomes**
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

[Signature]

Stevane Gomes
Gomes

c) Mr. Sandesh Sebastian Gomes
House No. 312,
Aivao Of Caranzalem,
Tiswadi Goa

PARTY OF THE SECOND PART:

MR. JOE MATHIAS
M/S. MATHIAS CONSTRUCTION PVT. LTD.
Mathias Plaza, 5th Floor,
18th June Road,
Panjim-Goa.

Change if any, in the address of the parties shall be intimated by the respective party to other parties hereto in writing.

- 22) The above have been agreed subject to the parties chart of allotment made in the said Inventory Proceedings No. 993/40 remains unchanged. However payment made at the time of signing of this MOU shall not be refundable. The First Party expressly assures and agrees that they are fully satisfied with this settlement and they have no further claims.
- 23) This MOU shall be subject to realization of the cheque payment made. The parties hereto shall be entitled to the specific performance of this Memorandum of Understanding.

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SCHEDULE -I
(Specifications for Flats)

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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DOORS AND WINDOWS:

All doorframes will be of first class Salwood of 4" x 2 1/2" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium power coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:

Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.



S. Bromel
A. Gomez
Gomez

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PLUMBING:

Concealed type with 'Kitec' and CPVC/PVC pipes from flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be a underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weather shield or equivalent.

COMPOUND WALL:

There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.

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SCHEDULE -II

(Specifications for Shops)

STRUCTURE:

R.C.C. framed structure of columns beams and slabs. The internal wall will be 4½" brick masonry. The external walls will be of 8" brick /laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be of laterite masonry.

PLASTER:

External cement plaster will be of double coat sand face finish and the internal cement plaster will be of single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of ceramic tiles with identical skirting.

ELECTRIFICATION:

Adequate light and fan points will be provided.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/weather shield or equivalent.

GENERAL:

The height of each shop on any floor shall be 4.15 mtrs. with a mezzanine floor as per the existing bye laws.

SHUTTERS:

Rolling Shutters will be provided for the front wall of each shop.

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PLAN

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IN WITNESS WHEREOF THE PARTIES HERETO SIGN
HEREUNDER:

Signed and Delivered by

The Within named **FIRST PARTIES**

A) **SMT. SUKANTI SEBASTIAN GOMES**

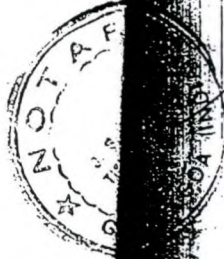
Sukanti

B) **MR. ASHWIN SEBASTIAN GOMES**

Ashwin

C) **MR. SANDESH SEBASTIAN GOMES**

Sandesh



Signed and Delivered by

The Within named **SECOND PARTY**

M/S. MATHIAS CONSTRUCTION PVT. LTD.

Represented herein by its Managing

Director **MR. JOE MATHIAS**

Joe Mathias

In the presence of:

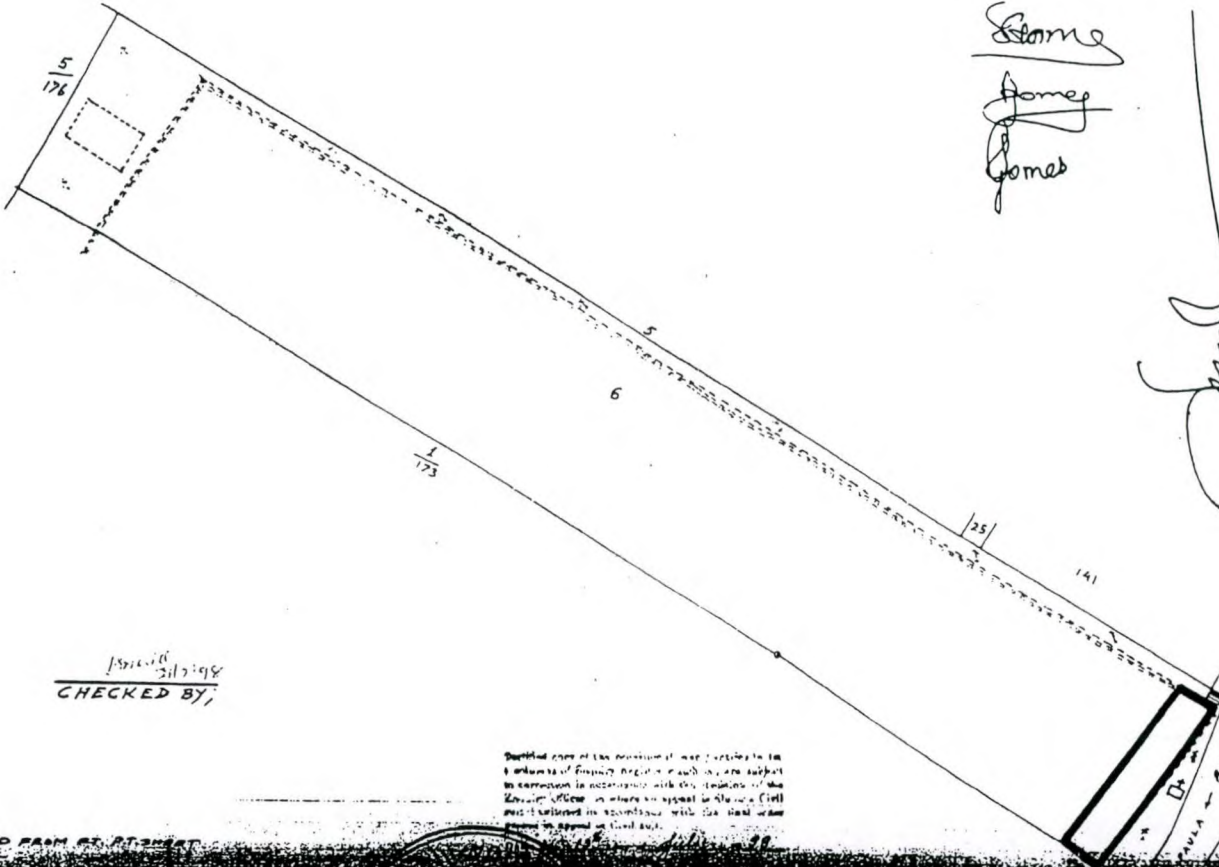
1. Bhaji (BHAWARAJ HUTARATI)

2. Noldred Vaz (NOLDRED VAZ)



EXECUTED BEFORE ME
WHICH I ATTEST
Reg No 15/8/A dt 08/02/2011
J.S. REBELLO
NOTARY
HANOJI
STATE OF GOA (INDIA)

PLAN
SHOWING CHALTA N:6 OF PT. SHEET
N:174 OF CITY SURVEY, PANAJI.
SCALE = 1:500



Stome
Stome
Stome

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18/11/98
CHECKED BY,

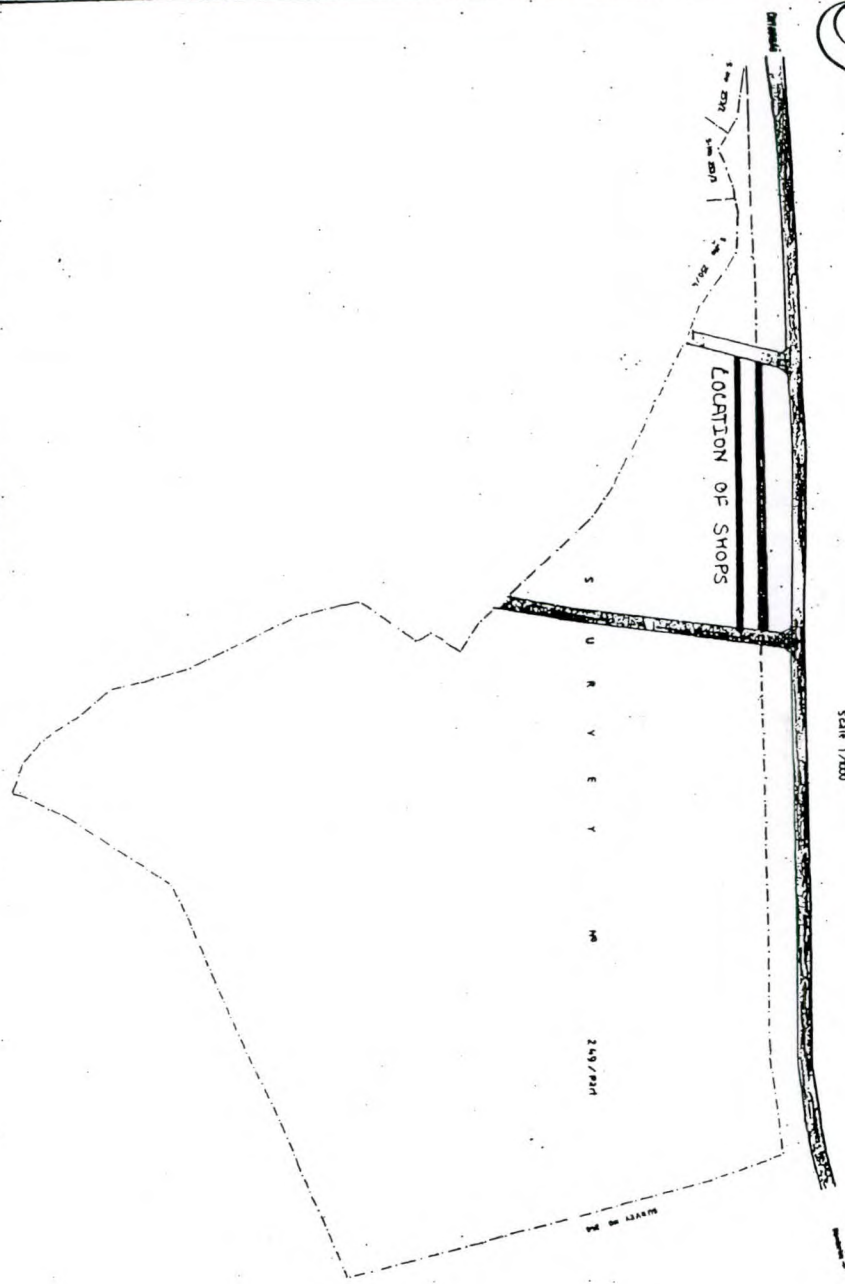
Sanitized copy of the instrument used for this plan is in the custody of the Survey Department and is subject to correction in accordance with the provisions of the Survey Act, 1907. In case of any appeal to the Civil Court, the Survey Department will be bound to produce the original instrument to the Court.

REGISTERED COPY
OFFICE OF THE SURVEY DEPARTMENT
CITY SURVEY, PANAJI
Copy submitted for record on 18/11/98
Case No. 23-2-98
Checked by J. A. Nishankar
Dated 18/11/98
Inspector of Survey and Land Records, Panaji

978



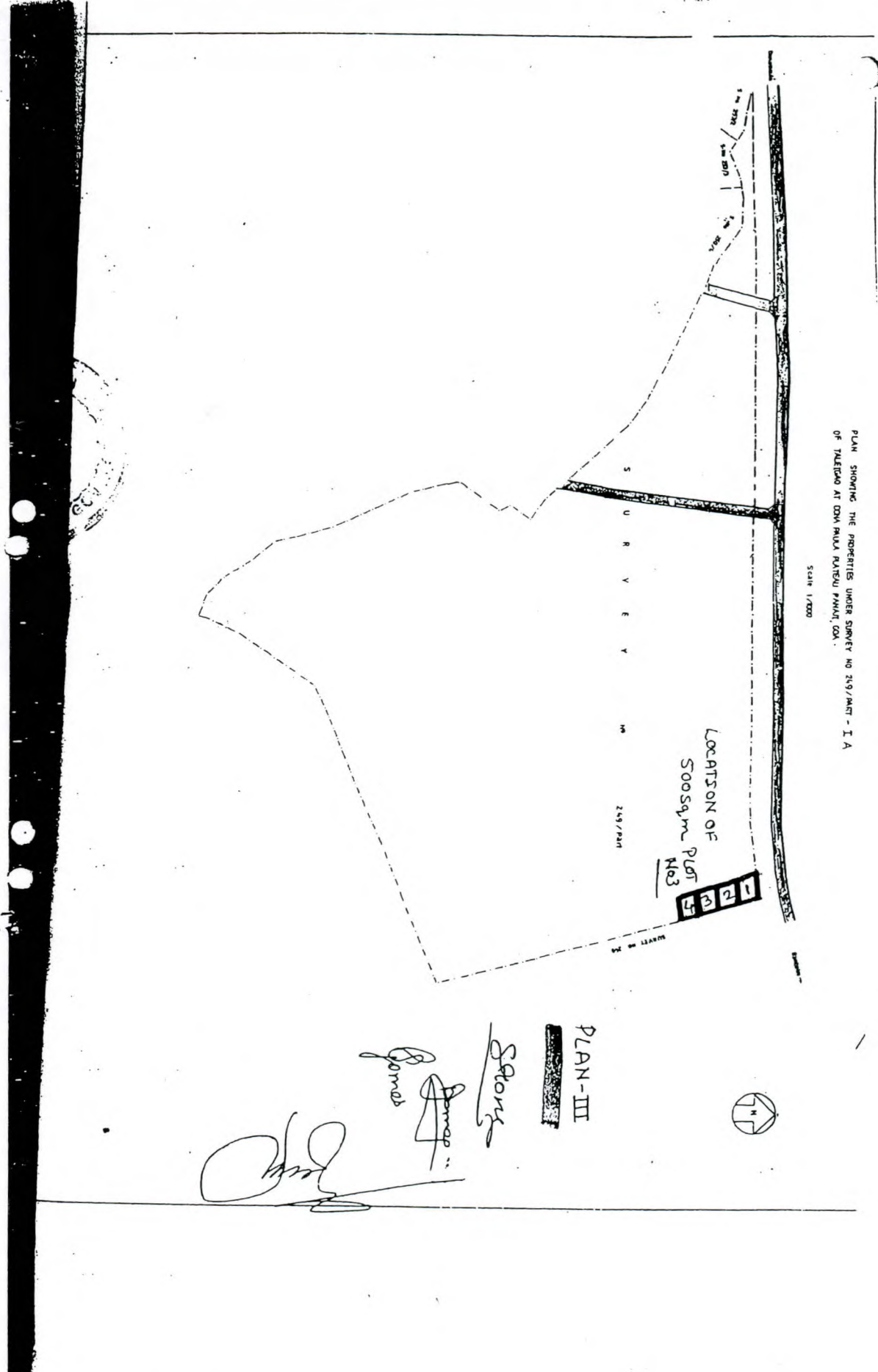
179



OF THE RAILROAD AT DOWNSIDE RAILROAD STATION, ...
SCALE 1/200

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PLAN SHOWING THE PROPERTIES UNDER SURVEY NO 249/AMT - I A
 OF TALEGAO AT DOW HILL RAYBU PUNJAI COA.
 Scale 1/1000

LOCATION OF
 500sqm Plot
 No.3
 4321

S U R V E Y No. 249/AMT



PLAN - III

Storrs

James
Jones

[Signature]

181

Exhibit 4



Serial No. 2209 Place of Vendor Panaji Date 16/11
 Value of Stamp 20/-
 Name of Vendor Mathois Craft Pvt Ltd 03AA 033483
 Reside...
 Purpose...
 Sign of Seller [Signature]
 Mangal...
 License No. 10/1517/2007/1793
 Sign of Purchaser [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 3rd day of February 2011 at Panaji, Goa.

BETWEEN

SMT. SUKANTI SEBASTIAN GOMES, wife of late **MR. SEBASTIAN GOMES** grand-son of late Clotildes Fernandes, major of age, widow, and her sons **MR. ASHWIN SEBASTIAN GOMES**, major of age, Bachelor, and **MR. SANDESH SEBASTIAN GOMES**, major of age, Bachelor, Indian Nationals all residing at House No. 312, Aivao of Caranzalem, Tiswadi Goa, hereinafter called "**THE FIRST PARTY**" (which expression shall mean and include unless repugnant to the context their heirs, executors, administrators and assigns).

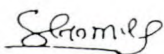
[Signature] Sukanti Ashwin Sandesh

AND

M/S. MATHIAS CONSTRUCTION PVT. LTD, a company incorporated under the Indian Companies Act, 1956 having its registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa, hereinafter referred to as "**THE SECOND PARTY**" (which expression shall mean and include unless repugnant to the context its heirs, successors, assigns, executors and legal representatives, administrators and assigns) represented herein by its Managing Director, **MR. JOE MATHIAS**, son of late Marcelino Mathias, 62 years of age, married, Indian National, businessman, residing at Altinho, Panaji-Goa.

AND WHEREAS there exists a property bearing Survey No. 254/1 at Dona Paula, Taliegao, Goa admeasuring approx. 7125m² together with three houses namely, 1 large house and 2 smaller houses belonging to late Mrs. Clotildes Fernandes who expired on 29.05.2010 leaving behind the following heirs.

1. Mr. Albert Gomes, grand-son of the deceased Clotildes Fernandes and his wife Mrs. Nirmala Gomes.
2. Mrs. Kshamata Dessai, grand-daughter of the said deceased Clotildes Fernandes and her husband Mr. Vinayak Dessai.
3. Mrs. Sukanti Sebastian Gomes, widow of late Sebastian Gomes who was the grand-son of the deceased Clotildes Fernandes and her family.

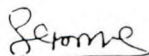
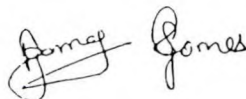


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4. Mrs. Dinamati Andre Gomes, widow of late Andre Gomes who was the grand-son of the said deceased Clotildes Fernandes and her family.

AND WHEREAS M/s. Mathias Construction Pvt. Ltd, the Second Party herein undertakes the sole and singular responsibility to settle/ purchase the share/s of (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai (3) Mrs. Dinamati Andre Gomes and her children in this property who are not parties to this Memorandum Of Understanding and will enter into a separate Memorandum Of Understanding with them in the due course of time without any or further liability to the Party of the First Part, of whatsoever nature. The Party of the Second Part in pursuance of this Memorandum of Understanding agrees and ensures to sufficiently indemnify the Party of the First Part as against any such claim of the said (1) Mr. Albert Gomes and his wife Mrs. Nirmala Gomes. (2) Mrs. Kshamata Dessai and her husband Mr. Vinayak Dessai as well as that of (3) Mrs. Dinamati Andre Gomes and her children.

AND WHEREAS the said property belonged to the estate of late Andre Andrade, wherein the late Mrs. Clotildes Fernandes, the daughter-in-law of late Andre Andrade had 4/5th right to his estate.

184

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AND WHEREAS there was an inventory proceedings No. 993/40/A (old) which was proceeding in the Court of the Civil Judge at Panaji, Goa, and thereafter transferred to the Court of the Civil Judge at Mapusa, Goa bearing New No. 310/04/B.

AND WHEREAS thereafter the inventory proceedings proceeded as there were some co-shares who were not agreeing for an amicable solution and could not be settled and proceeded for licitation and therein the entire property and the 3 houses, described in Schedule I mentioned here below came to be allotted to late Mrs. Clotildes Fernandes and one Mrs. Vijaya Satardekar in the Auction and Chart of Allotment bearing item No. 85-A for Rs. 22,96,852/- which was confirmed vide final Order dated 18.08.2006.

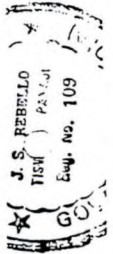
AND WHEREAS the late Mrs. Clotildes Fernandes, had 90% share in the property and the 3 houses and the interested party namely, Mrs. Vijaya Satardekar has 10% share in the said property and the 3 houses by virtue of an Agreement signed by her with Mrs. Clotildes Fernandes.

AND WHEREAS the property bearing Survey No. 254/1 was under acquisition proceedings dated 12.08.1997 by the Tourism Dept. of the Government of Goa for rehabilitation of hawkers at the Dona Paula jetty and for providing parking facilities.

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James Gomez



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AND WHEREAS the Government had issued a Notification u/s 4 of the Land Acquisition Act for acquiring the property on 04.09.1997 and thereafter issued another Notification u/s 6 of the said Act and in the said Notification, emergency provisions of Section 17 (4) of the said Act came to be invoked for acquiring the land, whereby a notice dated 17.02.1998 was issued by the Dy. Collector to the late Mrs. Clotildes Fernandes, for acquisition of the above land and possession was taken on 20.02.1998.



AND WHEREAS the Government of Goa through the Dy. Collector's Office, North Goa District, Panaji, Goa passed an award 28.05.2009 in Case No. 5/19/LAO-REV/TRSM/97 for acquisition of the property bearing survey No. 254/1 together with 3 houses therein for parking facilities and rehabilitation of stalls with details of apportionment of compensation to be paid by the Government to the late Mrs. Clotildes Fernandes, and others. However, till date, the Government has not undertaken the development works for the purpose of which the land was acquired for nor paid compensation.

AND WHEREAS since the Government has not used the property for the intended purpose, the Second Party has proposed to the First Party that the Government is likely to release the property from the acquisition proceedings, Mrs. Kshamata Dessai had filed a Writ Petition before the High Court against the acquisition proceedings and the High Court has passed an order directing the parties to maintain '**status quo**' and in such an event, the First

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 [Signature] Stone [Signature] Gomes

Party has agreed to sell to the Second Party, their share in the property with the 3 houses mentioned in **Schedule I** herein below, for a total consideration of Rs. 3,00,00,000/- (Rupees Three Crores Only).

AND WHEREAS the Second Party has also agreed to offer to the First Party, one (1) apartment of 2 bedrooms each admeasuring approximately 100m² of built-up area on the first floor of a building to be constructed in the said property mentioned in **Schedule I** with specifications as mentioned in **Schedule III** here below.

AND WHEREAS the Second Party shall apply for the development permissions for the construction of the building from the concerned authorities within 180 days from the date of the release of the said property by the Government and the second Party will start the construction works within a reasonable time there from.

AND WHEREAS the Second Party undertakes to specifically allot to the Party of the First Part flat/ built-up area by way of a plan and letter of allotment indicating the number of the flat within a period of 120 days from the date the Second Party applies for the development permissions for the construction of the building from the concerned authorities.

AND WHEREAS the Second Party undertakes to be solely responsible to apply and obtain all such Licenses/ Permissions/ Sanad Certificates/ No-Objection Certificates/ Occupancy Certificates necessary as well as

7

any fees, levy, charges payable and expenses incurred and as may be required from time to time for the development of the property.

AND WHEREAS the Second Party shall hand over possession with occupancy certificate of the said 2 bedroom apartments on the first floor to the First party within 2 years from the date of obtaining the permissions/licenses. However, the Second Party shall be entitled to reasonable extension of time of a maximum period of 6 months for giving delivery of the apartments on the aforesaid date and for making payments of the consideration amounts as mentioned in Schedule II hereunder, if the completion of the apartments or any payment is delayed on account of:

- i) War, armed rebellion or natural calamity due to which construction work could not be undertaken.
- ii) Any notice, order, rule, notification of the Government and/or any other public or competent Authority and/or any judicial Authority.
- iii) Non-availability of steel, cement, other building material and non availability/delay on the part of the Government Department in releasing water and electricity supply.

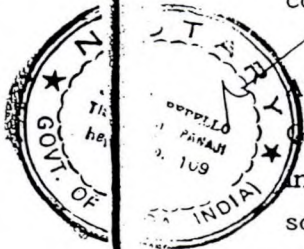
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AND WHEREAS the Parties of the First Part shall continue to hold rights in the nature of lien over the said property until the complete payment is made as specified in terms of **Schedule II** and handing over of the apartment hereunder, whichever is later.

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AND WHEREAS the Party of the Second Part shall be entitled to undertake construction activity in the said property. However the Party of the Second part undertakes not to create any third party rights detrimental to the rights of the First Party in contravention of this Memorandum Of Understanding.



AND WHEREAS there is a lease holder, namely, M/s Comantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the Second Party herein shall be solely and entirely responsible to settle any claim or dispute that may arise with the said lease holder in the property mentioned in Schedule I. Similarly, all such claims/ expenditures involved and/or compensation amounts to be paid in order to settle the lease holder will be the sole responsibility of the Second Party with no liability whatsoever to the First Party.

AND WHEREAS the Party of the First Part assures the Second Party that they have not created any third party rights to the said property. The Party of the Second Party assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.

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AND WHEREAS the First & Second Parties after agreeing with the above terms and conditions have decided to enter into this Memorandum Of Understanding.

AND WHEREAS the late Clotildes Fernandes, had earlier signed an Agreement for Sale dated 22.03.2010 with M/s. Mathias Construction Pvt. Ltd., the Second Party herein in respect of the property and 3 houses mentioned in **Schedule I** here below.

AND WHEREAS on signing of the Agreement for Sale dated 22.03.2010, the Second Party herein had paid to late Mrs. Clotildes Fernandes, an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) in terms of the Memorandum Of Understanding signed between them. It is hereby agreed that the party of the Second Part has already paid an amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the late Clotildes Fernandes and as such the 1/4th part of the aforesaid payment amount to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) each shall be deducted from the amounts payable unto the First Party, and as such the balance amount of consideration of Rs.2,97,50,000/- (Rupees Two Crores Ninty Seven Lakhs Fifty Thousand Only) will be paid as under to the First Party.

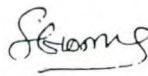
AND WHEREAS not withstanding anything contained in the said Memorandum Of Understanding dated 22.03.2010 and in supersission thereof, the parties hereto enter and execute the present agreement upon the terms and stipulations stated herein.


R. Serrone *George Jones*

**NOW THIS MEMORANDUM OF UNDERSTANDING
WITNESSES AS UNDER:**

- 1) That as and when the property bearing Survey No. 254/1 with 3 houses, namely, 1 large house and 2 smaller houses therein are released from acquisition proceedings by the Tourism Dept. of the Government of Goa than the First Party will convey/ transfer their share/rights to the Second Party and the Second Party shall pay to the First Party in lieu of their respective shares in the above property and 3 houses located therein in consideration of a sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to each of them, as also One apartment of 2 bedrooms, to be given to the parties herein, admeasuring approximately 100 m² built-up area, as mentioned in **Schedule II** hereunder written upon terms and conditions stated herein.

- 2) The First Party agrees to transfer/ convey in favour of the Second party their entire share/rights in the property together with the 3 houses, mentioned in **Schedule I** herebelow, upon payment of the entire consideration amount and upon receiving the possession of apartment mentioned in Clause 1 above. The Cost of transfer of their share in the said property and the 3 houses such as, stamp duty and the registration fees shall be borne by the Second Party/his nominees.


191

11

- 3) The Second Party herein has agreed that it shall be solely and entirely responsible to settle any claim/ dispute with the lease holder, namely, M/s. Gomantak Land Development Pvt. Ltd. (Cidade-de-Goa) in the larger house and the property mentioned in **Schedule I** and the expenditure involved and compensation amounts to be paid in order to settle the lease holder will also be the sole and entire responsibility of the Second Party with no liability whatsoever to the First Party.
- 4) The Party of the First Part assures the Second Party that they have not created any third party rights in the said property. The Parties of the First and Second Parties assume no liability whatsoever and shall remain indemnified of any such claim or demand as may be raised by any third party claiming through/ by the Party of the First Part.
- 5) The Parties hereto undertake that property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein, shall continue to remain in common enjoyment of the First Party and that the possession. The party of the second part shall execute a separate agreement in respect of the house with First Party.
- 6) The Party of the Second Part undertakes to transfer/ convey the property surveyed under Chalta No. 11 PTS 175 together with the house being House No. 312 located therein to the First Party whenever called upon.

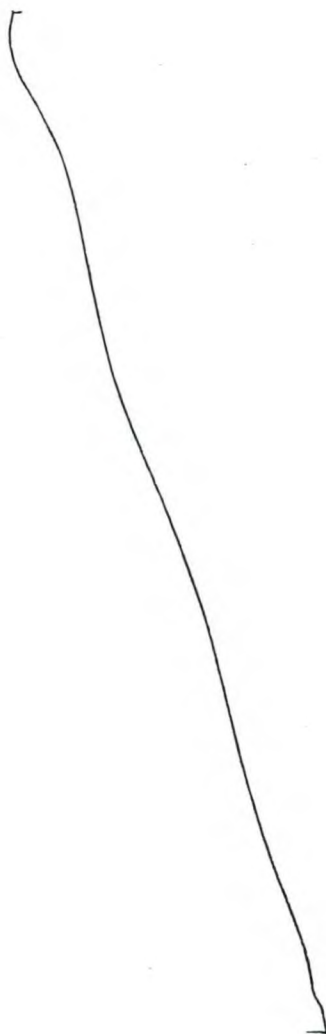
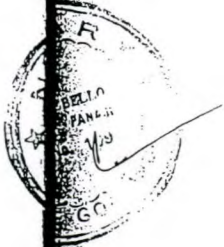


[Signature] *[Signature]* *[Signature]* *[Signature]*

192
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- 7) That time is the essence of this Memorandum of understanding that this MOU shall be subject to the realization of the cheque payment made.
- 8) The parties hereto shall have the right to specific performance of this Agreement.



[Handwritten signature] *[Handwritten signature]* *[Handwritten signature]*

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13

SCHEDULE-I

(Schedule of property and three houses)

Property and 3 houses, namely, 1 large house and 2 smaller houses situated at Taleigao Plateau, Dona Paula, Tiswadi Taluka, Goa under Survey No. 254/1 having an approximate area of 7125 sq. mts. of which land registration number is Nil and the Matriz No. is Nil and bounded as under:

On the North: by survey No. 255/0;

On the South: by plot bearing Chalta No. 1 of P. T. Sheet No. 185;

On the East: by public road and

On the West: by plot bearing Chalta No. 22 of P. T. Sheet 175;

[Signature] *Strome* *[Signature]* *Jones*

SCHEDULE-II
[TERMS OF PAYMENT TO BE MADE TO THE FIRST PARTY]

Balance amount to be paid as under:

SR. NO.	DATE	PARTICULARS	AMOUNT
1.	03.02.2011	On signing of the MOU	Rs. 1,00,000/-
2.		Within 30 days from the date of publication of Notification for Release of the property by the Government.	Rs. 10,00,000/-
3.		Within 3 months upon obtaining sanad/ Construction Permissions/Licenses from all the authorities or upon Commencement of construction work which ever is earlier.	Rs. 10,00,000/-
4.		Within a period of 6 months after payment of amount mentioned in Serial No. 3 above	Rs. 50,00,000/-
5.		Within a period of 6 months after payment of amount mentioned in Serial No. 4 above	Rs. 50,00,000/-
6.		Within a period of 6 months after payment of amount mentioned in Serial No. 5 above	Rs. 50,00,000/-
7.		Within a period of 6 months after payment of amount mentioned in Serial No. 6 above	Rs. 50,00,000/-

[Signatures]

23
195

15

8.		Within a period of 6 months after payment of amount mentioned in Serial No. 7 above	Rs. 50,00,000/-
9.		Within a period of 6 months after payment of amount mentioned in Serial No. 8 above	Rs. 26,50,000/-
Total Rs. 2,97,50,000/-			

Shome
Shome
Shome

SCHEDULE -III
(Specifications)

STRUCTURE:

R.C.C. framed structure of columns, beams and slabs. The internal walls will be 4½" brick masonry. The external wall will be 8" brick/laterite stone masonry. The roof will be of R.C.C. sloping slab covered with Mangalore Tiles and partly terrace, which will have waterproofing treatment. All plinth work shall be laterite masonry, with plinth beams.

PLASTER:

External cement plaster will be of double coat sand face finish and internal cement plaster will be single coat with wall ready plaster finish.

FLOORING:

The flooring for the shop will be of 60 cms x 60 cms of vitrified tiles with identical skirting. The balcony flooring will be of identical tiles. The bathroom flooring with ceramic tiles and dado will be of coloured ceramic tiles up to the height of 8'. The staircase flooring will be of granite stone.

KITCHEN:

Kitchen - there will be provision for electricity and water connection. All the appliances and wooden cabinets etc. are not part of the contract. Provision of water supply/electrical point for washing machine/water purifier, hob/chimney.

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223
197

17

DOORS AND WINDOWS:

All door frames will be of first class Salwood of 4" x 2½" size and the door shutters with flush doors with decorative veneer on both sides. Aluminium power coated windows will be provided with 4 mm thick clear glass. All the internal doors are melamine polished.

SANITARY FITTINGS:


Toilets are of European type with wall mounted commode and each bathroom is provided with wash basin and shower. All Sanitary fittings are of white colour Hindustan make (Premium). All taps & hot and cold mixers (Single lever type) showers are of Jaquar make.

COVERED AND OPEN TERRACES:

The covered and open terraces will be finished with conventional water proofing treatment and ceramic tiles.

ELECTRIFICATION:

Concealed electrification with copper wiring with Anchor/Roma fittings fitted on walls with a guarantee period of 10 years. Every room will be provided with 3 light points, 1 fan point and 2 5AMP points and AC point. The kitchen will be provided with 2 15AMP points and all the bathrooms will be provided with geyser points or Hot water from Solar Panels. All the bedroom will be provided with Air-condition power plug points and all the balconies will have 1 light point. Provision for entrance door bell.



[Signature] *[Signature]* *[Signature]* *[Signature]*

198

18

PLUMBING:

Concealed type with 'Kitec' and CPVC/PVC pipes from Flowguard 'Astral' or equivalent. All sewerage lines and rain water pipes will be of P. V. C. pipes, enclosed in service shafts, vertical pipelines shall be enclosed in service shafts.

WATER:

There will be an underground sump with a overhead tank built on top of the building to ensure uninterrupted water supply with pressure.

PAINTING:

The internal surface of the walls will be painted with oil bound distemper and the external walls will be painted with acrylic paint/ weathershield or equivalent.

COMPOUND WALL:

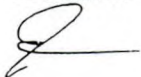
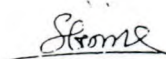
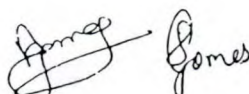
There will be a common compound wall with a main gate surveillance for entire plot.

GENERAL:

The height of each floor shall be 3 mtrs.

GROUND/SOIL TREATMENT:

Qualified contractors shall treat the ground/soil for anti-termite/white ants.

25
199

IN WITNESS WHEREOF THE PARTIES HERETO SIGN
HEREUNDER:

Signed and Delivered by

The Within named **FIRST PARTIES**

- a) **MRS. SUKANTI SEBASTIAN GOMES** *S Gomes*
- b) **MR. ASHWIN SEBASTIAN GOMES** *A Gomes*
- c) **MR. SANDESH SEBASTIAN GOMES** *Gomes*

Signed and Delivered by

The Within named **SECOND PARTY**

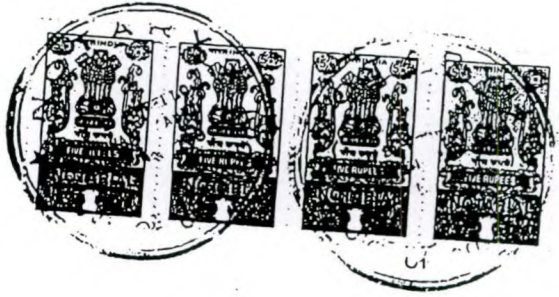
M/S. MATHIAS CONSTRUCTION PVT. LTD.

Represented herein by its Managing
Director **MR. JOE MATHIAS**

Joe Mathias

In the presence of:

- 1. *Ch. Basavaraj Hujaratti* (CH. BASAVARAJ HUJARATTI)
- 2. *Noldred Vaz* (NOLDRED VAZ)



EXECUTED BEFORE ME ...
WHICH I ATTEST
Reg no 1519/11 dt 08/07/2011
J. Rebello
J. REBELLO
NOTARY
PANAJI
STATE OF GOA (INDIA)

TRUE COPY

Joe Mathias

PRESTIGE OCEAN CREST

Village Taleigao , Dona paula , North Goa 📍

RERA Registration No. : **PRGO02201073**

Registration Type : Company

[Registration Certificate](#)[Extension Certificate](#)

Date of Registration :	Fri Feb 28 12:03:44 IST 2020
Total Area of Project Land :	8316.0
Project Type :	Mixed Development
Project Start Date :	17-02-2020
Project End Date :	28-08-2023
Project Status :	Completed
Completion Certificate :	COMPLETION CERTIFICATE.pdf
Occupancy Certificate :	Occupancy Certificate.pdf
Chalta No. :	806
P.T. Sheet No :	14890 page 91
Total Open Area (Sq Mtr) :	5652.0
Total Covered Area(Sq Mtr) :	2664.0
State :	Goa
District :	North Goa
Village :	Taleigao (og) (part)
Estimated Cost of Project :	924569362
No. of Garage :	0
Area of Garage :	0.0
No. of Open Parking :	30
Area of Open Parking :	412.5
No. of Covered Parking :	168.0
Area of Covered Parking :	7114.0
No. of Covered Parking Sold :	0

AREA STATEMENT		
A	TOTAL PLOT AREA (ZONE C1 & C)	80,720.00 m ²
B	AREA UNDER ROAD WIDENING	NIL
C	NET PLOT AREA	80,720.00 m ²
D	PERMISSIBLE COVERED AREA 40%	32,288.00 m ²
E	PERMISSIBLE F.A.R	134696.00 m ²
F	APPROVED COVERED AREA	9042.54 m ²
G	APPROVED COVERAGE	11.20 %
H	F.A.R APPROVED	1,34,682.30 m ²

TOTAL AREA STATEMENT			
BLOCK	COVERAGE	F. A. R.	B. U. A.
BUILDING TYPE 4A (COMM/RESIDENTIAL)	141.00 M2	247.42 M2	480.12 M2
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M2	371.58 M2	487.08 M2
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M2	371.58 M2	487.08 M2
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M2	371.58 M2	487.08 M2
TOTAL AREA	628.08 M2	1362.16 M2	1941.36 M2

APPROVED B.U.A = 1677.87
REVISED B.U.A OF TYPE 4A & 4 = 1941.36

PARKING STATEMENT	
Building 1(Residential) = 2flats = 2 CARS	
Building 1(Commercial) = 127.40/50 = 3 CARS	
Building 2(Residential) = 3flats = 3 CARS	
Building 3(Residential) = 3flats = 3 CARS	
Building 4(Residential) = 3flats = 3 CARS	
PARKING REQUIRED = 14 NOS.	
PARKING PROVIDED = 14 NOS.	

COPY ISSUED UNDER
RIGHT TO INFORMATION ACT 2005
PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

APPROVED EARLIER DEVELOPMENT PERMISSION :
VIDE ORDER NO. NGPDA/342/682/06 DATED 14/06/2006

REVISED DEVELOPMENT PERMISSION :
VIDE ORDER NO. NGPDA/342/3276/07 DATED 02/02/2007

REVISED EARLIER DEVELOPMENT PERMISSION :
REF.NO. VP/TLG/CONST.LIC/42/21-22/3027
DATED : 05/01/2022

REVISED DEVELOPMENT PERMISSION :
REF.NO. GPPDA/134/TAL/968/2021 DATED: 20/12/2021

PROJECT :
REVISED PROPOSED CONSTRUCTION OF GROUP HOUSING SCHEME "MATHIAS OCEAN PARK" ON SURVEY NO.249/ 1 - A OF VILLAGE TALEIGAO, DONA-PAULA, GOA FOR MR. JOE MATHIAS, M/S. MATHIAS CONSTRUCTION PVT. LTD. PANAJI, GOA.

OWNER :-
M/S. MATHIAS CONSTRUCTION PVT. LTD.

DRN BY: CHKD BY: B.S

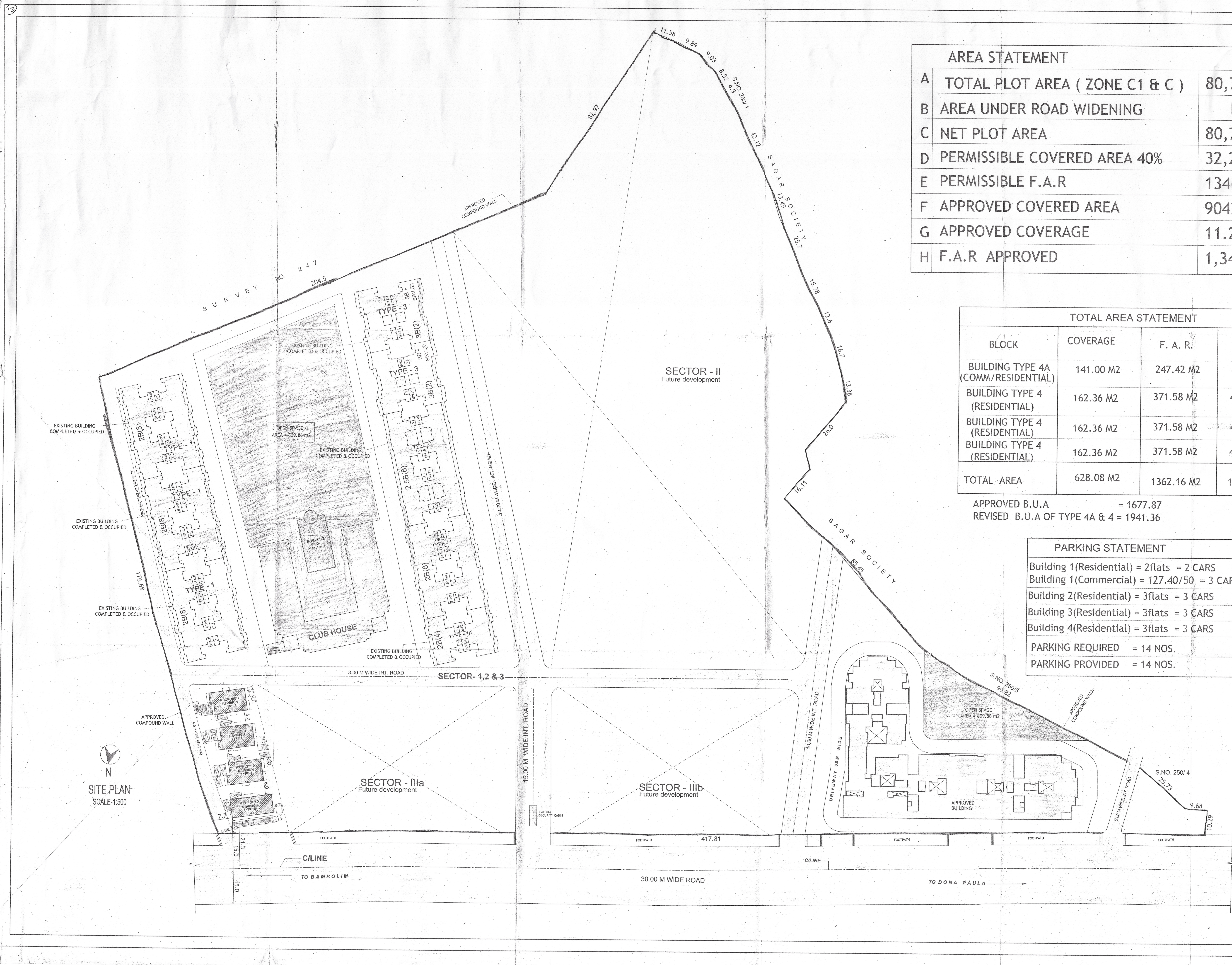
JOB NO: DRGS :-

DATED: 24/03/2022 SCALE - 1:100

ARCHITECT'S SIGNATURE : CLIENT'S SIGNATURE :

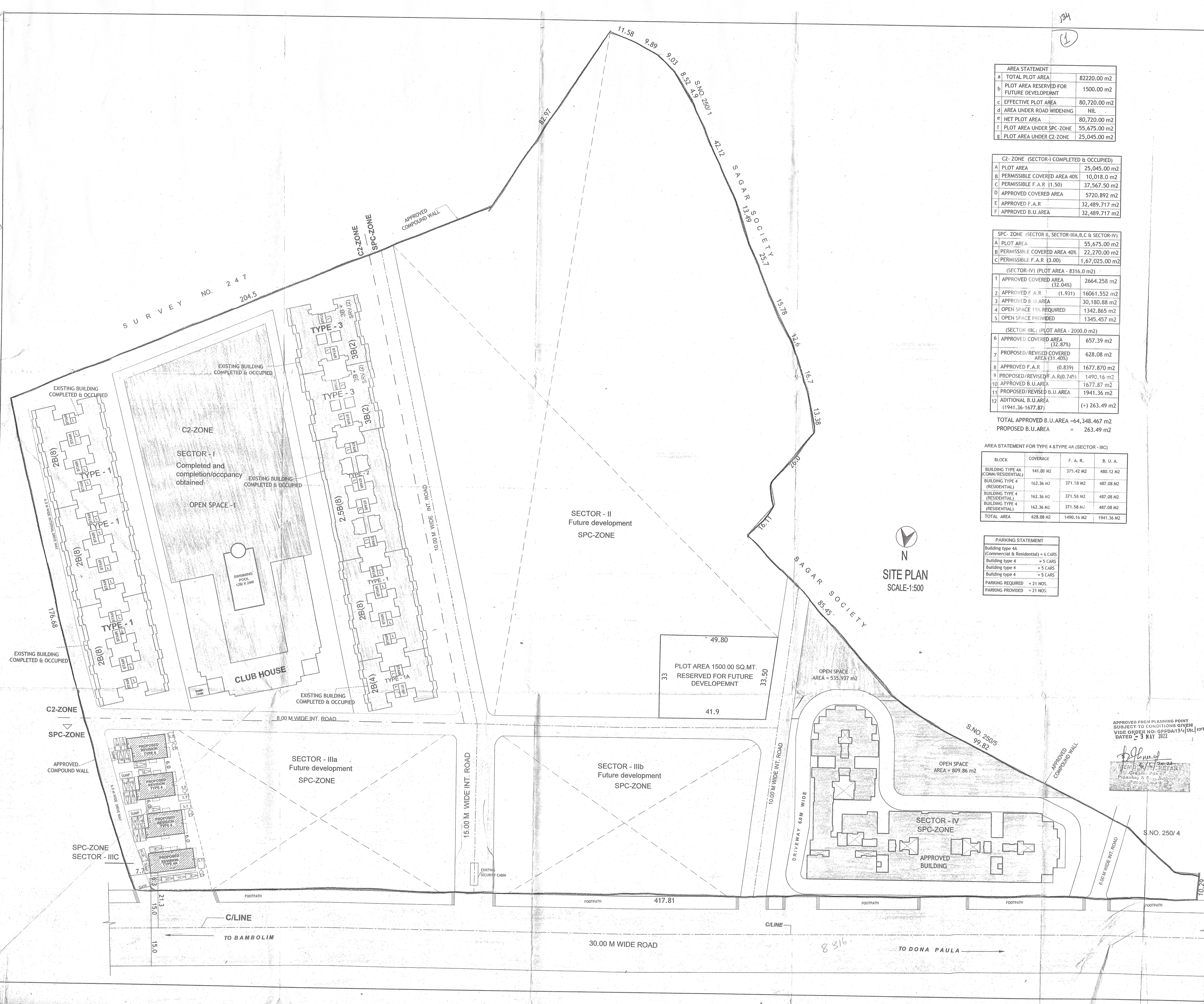
Bryan J. Soares
Reg. No. CA/8912085
AR/00312010

ARCHITECTS:
SOARES & ASSOCIATES
G-1, VIKAS BUILDING,
18TH JUNE ROAD,
PANJIM, GOA.
PH./FAX : 228040 , 430010
e-mail: soares88@gmail.com



N
SITE PLAN
SCALE:1:500

SURVEY NO. 247
204.5



AREA STATEMENT	
a	TOTAL PLOT AREA 82220.00 m ²
b	PLOT AREA RESERVED FOR FUTURE DEVELOPEMNT 1500.00 m ²
c	EFFECTIVE PLOT AREA 80,720.00 m ²
d	AREA UNDER ROAD WIDENING NIL
e	NET PLOT AREA 80,720.00 m ²
f	PLOT AREA UNDER SPC-ZONE 55,675.00 m ²
g	PLOT AREA UNDER C2-ZONE 25,045.00 m ²

C2- ZONE (SECTOR-I COMPLETED & OCCUPIED)	
A	PLOT AREA 25,045.00 m ²
B	PERMISSIBLE COVERED AREA 40% 10,018.0 m ²
C	PERMISSIBLE F.A.R (1.50) 37,567.50 m ²
D	APPROVED COVERED AREA 5720.892 m ²
E	APPROVED F.A.R 32,489.717 m ²
F	APPROVED B.U.AREA 32,489.717 m ²

SPC- ZONE (SECTOR II, SECTOR-III, B,C & SECTOR-IV)	
A	PLOT AREA 55,675.00 m ²
B	PERMISSIBLE COVERED AREA 40% 22,270.00 m ²
C	PERMISSIBLE F.A.R (3.00) 1,67,025.00 m ²
(SECTOR-IV) (PLOT AREA - 8316.0 m ²)	
1	APPROVED COVERED AREA (32.04%) 2664.258 m ²
2	APPROVED F.A.R (1.931) 16061.552 m ²
3	APPROVED B.U.AREA 30,180.88 m ²
4	OPEN SPACE 15% REQUIRED 1342.865 m ²
5	OPEN SPACE PROVIDED 1345.457 m ²
(SECTOR III,C) (PLOT AREA - 2000.0 m ²)	
6	APPROVED COVERED AREA (32.87%) 657.39 m ²
7	PROPOSED/REVISED COVERED AREA (31.40%) 628.08 m ²
8	APPROVED F.A.R (0.839) 1677.870 m ²
9	PROPOSED/REVISED F.A.R (0.745) 1490.16 m ²
10	APPROVED B.U.AREA 1677.87 m ²
11	PROPOSED/REVISED B.U.AREA 1941.36 m ²
12	ADDITIONAL B.U.AREA (1941.36-1677.87) (+) 263.49 m ²

TOTAL APPROVED B.U.AREA = 64,348.467 m ²	
PROPOSED B.U.AREA = 263.49 m ²	

AREA STATEMENT FOR TYPE 4 & TYPE 4A (SECTOR - III C)			
BLOCK	COVERAGE	F. A. R.	B. U. A.
BUILDING TYPE 4A (COMM/RESIDENTIAL)	141.00 M ²	375.42 M ²	480.12 M ²
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M ²	371.58 M ²	487.08 M ²
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M ²	371.58 M ²	487.08 M ²
BUILDING TYPE 4 (RESIDENTIAL)	162.36 M ²	371.58 M ²	487.08 M ²
TOTAL AREA	628.08 M ²	1490.16 M ²	1941.36 M ²

PARKING STATEMENT	
Building type 4A (Commercial & Residential) = 6 CARS	
Building type 4 = 5 CARS	
Building type 4 = 5 CARS	
Building type 4 = 5 CARS	
PARKING REQUIRED = 21 NOS.	
PARKING PROVIDED = 21 NOS.	

N
SITE PLAN
SCALE:1:500

COPY ISSUED UNDER RIGHT TO INFORMATION ACT 2005
PUBLICATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

- LEGEND :-
- EXISTING STRUCTURE COMPLETED & OCCUPIED
 - APPROVED STRUCTURE
 - PROPOSED/REVISED TYPE4 & 4A

GPPDA/134/TAC/821/2018 DATED: 17/10/2018
VP/TLG/CONST-LIC/38/18-19/2012 DATED: 5/11/2018
APPROVED EARLIER DEVELOPMENT PERMISSION :
VIDE ORDER NO. NGPDA/342/682/06 DATED 14/06/2006
REVISED DEVELOPMENT PERMISSION :
VIDE ORDER NO. NGPDA/342/3276/07 DATED 02/02/2007
REVISED EARLIER DEVELOPMENT PERMISSION :
REF NO. VP/TLG/CONST.LIC/42/21-22/3027
DATED : 05/01/2022
REVISED DEVELOPMENT PERMISSION :
REF NO. GPPDA/134/TAL/668/2021 DATED: 20/12/2021
PROJECT :
REVISED PROPOSED CONSTRUCTION OF GROUP HOUSING SCHEME "MATHIAS OCEAN PARK" ON SURVEY NO 246/1 - A OF VILLAGE TALEIGAO, DONA-PAULA, GOA FOR MR. JOE MATHIAS.
M/S. MATHIAS CONSTRUCTION PVT. LTD. PANAJI, GOA.
OWNER :-
M/S. MATHIAS CONSTRUCTION PVT. LTD.
DRN BY: CHKD BY: B.S
JOB NO: DRGS :-
DATED: 24/03/2022 SCALE - 1:500

ARCHITECT'S SIGNATURE :
Client's SIGNATURE :
By: B.S. Soares
Reg. No. CA/89/2005
AR/00312010

ARCHITECTS:
SOARES & ASSOCIATES
G-1, VIKAS BUILDING,
18TH JUNE ROAD,
PANJIM, GOA.
PH./FAX : 228040, 430010
e-mail: soares88@gmail.com

**COMPLETION CERTIFICATE**

I, hereby certify that the erection of the Proposed Residential apartment building "Prestige Ocean Crest", on plot **SECTOR IV** of total land bearing survey No. / Plot No. 249/1-A, situated at Taleigaon Village, Tiswadi Taluka, within the jurisdiction of Village Panchayat of Taleigaon of Tiswadi Taluka Goa, comprising of (Block 1, Block 2, Block-3 - 1 Basements + Stilt + 8 Upper floors + Terrace including clubhouse) has been supervised by me and has been completed in accordance to the plans sanctioned vide plan sanction no. No. GPPDA/134/TAL/968/2021 dated 20/12/2021 and by the Village Panchayat of Taleigao vide license No. VP/TLG/Const.Lic./38/2018-2019/2012 dated 05/11/2018 and further renewed vide Lic. No. VP/TLG/CONST.LIC/42/21-22/3027 dated 05/01/2022.

The same is complete and fit for occupation.


Signature of registered Architect

Name of registered Architect: Mrs. MUMTAJ BEGUM.K

Reg.No. of the Registered Architect: AR/0012/2018

Date: 10th of March 2023

Place: Panjim, Goa

TRUE COPY



ANNEXURE-A-14

From: MOPA COMMITTEE <ecmopa2021@gmail.com>

Sent: Wednesday, October 16, 2024 6:17 PM

To: Dhaval Fadadu <doctrate.fadadu@gmail.com>

Cc: Joe Mathias <mathias@mathiasgoa.com>; Sundaram Narayanan <sundarphysicist@gmail.com>; vandey12@rediffmail.com; vince.rodrigues@responsivemts.com; 1414 Martina D Costa <havervaz@yahoo.com>; Ramesh Karmarkar <rgkarmarkar@gmail.com>; sharen_1118@yahoo.com; Anand R <anand.fadte@gmail.com>; 1237 Satish Kumar <satishgoa@gmail.com>; jackqtr@gmail.com; calvin1608@yahoo.com; Geeta Hegde <hegdegeeta.23@gmail.com>; Kevin Rodrigues <kevinrod65@yahoo.com>; randeep lather <randeep_lather@yahoo.com>; Sudha Vijayadharan <sudha.vijayadharan@gmail.com>; Jeanette Barbosa Noronha <jeanettecabn@gmail.com>; Poornima Purohit <poom1958@gmail.com>; Romila Chopra <romilachopra@gmail.com>; 171 Premnath Iyer <premnathiyer@gmail.com>; 201 Boa Vista B Anshul Singhal <anshulsinghal49@gmail.com>; Prabha N <prabhapriya1000@gmail.com>; Vijaykrishna Pikale <vpikale77@gmail.com>; Dr.John Kurian <kurianjohn@gmail.com>; y2kanilchoudhary@gmail.com; Nina D. <ninapercyd@gmail.com>; Shreyash Desai <desaishreyash7@gmail.com>; revati@goaelectronics.co.in; ilango@nio.org; Anushree Shanbhag <anushreeshanbhag10@gmail.com>; pravi_s@yahoo.com; Stephen Fernandes /Stephanie Fernandes <stevenovo@rediffmail.com>; namankumar50@gmail.com; Rakesh Badoni <rakeshbadoni@gmail.com>; Dr. Maria Borges <drborgesmaria0103@gmail.com>; info rliindia <info@rliindia.com>; vijay ghai <ghaivijay1950@gmail.com>; Jisa Randir <regangold2018@gmail.com>; aaveto@gmail.com; Dilipkumar Melvani <vijaymelvani@gmail.com>; Grace Fernandes <graceferns81@gmail.com>; Devavrat Samant <devavrat.samant11@gmail.com>; Vijay Khedekar <vijkhed@gmail.com>; Elaine Barretto <drelainesb@gmail.com>; Azra Shaikh <tazeenzara@hotmail.com>; Daryl Varghese <darylvarghese93@gmail.com>; edwin_dias@yahoo.com; horizonatlast@gmail.com; annette monteiro <annette_monteiro@hotmail.com>; Mark Joaquim Fernandes <marcfernandes@hotmail.com>; Vijay Jain <vijayjain@rashtriyatubes.com>; Reginald Rufus <marianarufus@live.com>; YUVRAJ SHIRODKER

<yuvrajshirodker@gmail.com>; Nazir Phrioz Rayani & Rayani
 <nr_stp@rediffmail.com>; Daniel Carneiro <danielcarneiro.m@gmail.com>; S
 <ssg1950@gmail.com>; 1232 Dr Amar Rohidas Prabhudesai
 <amar_goa@rediffmail.com>; Sanjay Kamat <sanjaykamat08@gmail.com>;
 Nachiket Karmarkar <nachiketkarmarkar@gmail.com>; Kripa Desai
 <kripadgoa@gmail.com>; ravish hasija <ravish.hasija99@gmail.com>; Keith
 Daniel Dsouza <inhistimekeith@gmail.com>; neel pawar
 <neel_pawar@yahoo.com>; Meenakshi Babu
 <meenakshi.babu12@gmail.com>; Smita Mitbavkar
 <smitajp29@gmail.com>; akshaybadami1993@gmail.com; chandni davda
 <chandni.davda@gmail.com>; 1244 Malcolm Gomes
 <malcolmgomes@gmail.com>; riaz.asif300@gmail.com;
 daizeekundan@gmail.com; Sameer Volvoicar
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Subject: Re: Meeting to finalize the location of Garbage Collection.

Dear Mr Mathias -

We will get back to you after studying the layout plan/s.

However, we would like to bring to your notice a serious incident which happened in the Ocean Park premises last evening.

The residents on the west side , behind the buildings - Gran Canaria B, C and Boa Vista A & B heard sounds of a dog clearly in distress, in Sector 2.

As this was in the evening and dark, we could not spot the dog.

We contacted the fire brigade, whose personnel were thankfully very quick to respond and reached Ocean Park sector 1.

BUT

They could not maneuver their fire brigade vehicle inside at all. The fire brigade driver mentioned that the road was too narrow for the vehicle to proceed inside.

Two personnel of the fire brigade, then proceeded on foot, went across to sector 2 and rescued the dog which was trapped in a trench.

Thanks to them and all the good samaritans involved in this exercise, the dog was rescued.

The alarming realisation of those present was the inability of the Fire truck to enter within the complex.

We would like you to assess this issue for the benefit of the safety of the complex.

We also realise that a similar predicament will be faced on the back side of the buildings - Corvo B - to Azores A , should an incident involving fire were to occur. No movement of fire vehicles is possible in that narrow road - with parking sheds built in.

We would like to forewarn you about this imminent risk, based on real time assessment, as witnessed yesterday.

We would await your response and look for solutions (without altering current facilities and beautifications already executed as per plans example; Fountain/Garden Size) towards this issue.

Regards
EC MOPA

TRUE COPY



ANNEXURE-A-15

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<nadia_jivani2@hotmail.com>; bentotorcato21@gmail.com; Vivek Karekar
<vivek.karekar@gmail.com>; deolia_santosh@yahoo.com;
ravindrannc@yahoo.com; Richa Sondhi <sondhiricha@hotmail.com>; vedha
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jaypur50@gmail.com; Gustavo Monteiro <adv.gustavomonteiro@gmail.com>;
Dr. Dinesh F Swamy <dfswamy@gmail.com>; Patricia Pereira
<caridadepereiracp@gmail.com>; sundar_damo@yahoo.co.in; Nityanand
Haldankar <bhagwatimarcel@yahoo.com>; 411 Flores B Jayant & Kavita &
Beena Bhatia <jayantbhatia@rediffmail.com>; Ashishkumar Chatterjee
<ashishkumar.chatterjee@gmail.com>; Deb Chaudhuri
<debradio@gmail.com>; Prince Arora <prince.arora90@gmail.com>; Nirav
<niravpathak1@gmail.com>; Sunita Umraskar <sunitumras23@gmail.com>;
Alpharaaz Khan <alpharaazkhan@icloud.com>; 1242 Indrajit Singh & Hardeep
Kaur <drgurleenk@gmail.com>; Sundeep Singapuri
<sundeep@airbornerecruiting.com>; JOEL BARBOSA NORONHA
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<anita.a.fernandes31@gmail.com>; Paul Swales <prswales@gmail.com>;
Cynthia Dias <cynthiadias19@gmail.com>; tkmehta2021@gmail.com;
yeshwant.satardekar@sbi.co.in; neetu@nio.org; GMC unknown Melanie
Roselle Dias <melaniedias@gmail.com>; Shilpa Samant
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Dalvi <abhaydalvi@hotmail.com>; Alok Sharma <alokmani2@gmail.com>;
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<vinod.yadav8887@yahoo.com>; rahulgulati77@yahoo.co.in; 262 Jeffrey
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kaustubh_11@hotmail.com; Louella DSouza <louella777@yahoo.com>;
Mukesh Arora <suraj@teracom.in>; coolali5152@gmail.com; Sujal Bhandodkar
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Surendra Kamath <kamath901@gmail.com>; Dr. Pravat Surya Kar
<coolpravat@gmail.com>; Agostinho Rebello
<agostinhorebello@yahoo.co.in>; 722 Dattarai Kallapa Patil
<rpdpatil@hotmail.com>; vincent.ramos@tajhotels.com;

sudhaab@yahoo.com; Anand Rahul <armanrahul@gmail.com>; CALANGUTE-DAT-ELISHA <elishaenterprises@rediffmail.com>; Pillai Prashant Tulsidharan <pillaiprashant83@yahoo.co.in>; Gandharv Singh Chauhan <gandharvc@gmail.com>; hema@nio.org; Anura Prabhu Desai <prabhudesai.anura@gmail.com>; Sadique Shaikh <excel_engico@yahoo.com>; tinashnc <tinashnc@yahoo.com>; Prarthana Tendolkar <prarthanatendolkar@gmail.com>; Khemraj Thakur <khemraj.varsha@gmail.com>; Prabha Chandran <prabha.chandran@gmail.com>; Sameer Ghali <sameer.ghali77@gmail.com>; Pournima Dhume <dhume.ps@gmail.com>
Subject: Re: Meeting to finalize the location of Garbage Collection.

Dear EC,

Perhaps this is the first time that I am writing, getting encouraged after noticing intention and action solving outstanding inherited issues by you.

I have posted this message on Society WhatsApp as well.

“After fire and medical incidents investigations go on forever but never bring back the dead.

In fact, parallel parking similar to the shed parking is the only intermediate solution that will prove saving lives in emergency medical and fire situations.

Last year, during Mr. Mathias visit he was apprised by many of us the challenges Ambulance services faced attending Mr. Ghai’s Father passing away and two accidents occurred because of insufficient driveway due to angular parking. Mr. Mathias had acknowledged the same and promised that he would solve it.

I have stayed very little in my apartment since I bought it but feel very concerned having lost six extended family members in a Fire Incident.

Car fires and fires in high-rise buildings videos on YouTube shows fire goes out of hands in minutes.

1354

With very little working firefighting equipment in our society and challenging access for Emergency services the outcome could be a nightmare.

The Ambulance from Manipal Hospital would arrive in two minutes at our gate but would take ten to fifteen minutes attending to the patient needing urgent medical attention.

All society members including me are aware that you inherited many long standing issues.”

I hope Mr. Mathias and/or EC will resolve this in the near future.

Kind regards

Sanjeev Sudan

603 Boa Vista 6A

On Fri, 18 Oct 2024 at 15:03, MOPA COMMITTEE <ecmopa2021@gmail.com> wrote:

Dear Mr Mathias -

The EC is representing the welfare of the complex.

The events of the evening were as harrowing to the animal trapped in Sector 2 as to the folks who were involved in the rescue.

Pardon us, if we failed to take videos of the event as the focus was on the task at hand.

There were at least a dozen residents including three EC members, besides the security who were involved.

Rather than put a kind word towards the efforts undertaken to do the job, it appears that an attempt is made to 'verify' this incident.

1355

It is unfortunate.

Nevertheless, it was our duty to make you aware of this incident.

As per your questions

1. Tel number that was used to call the Ambulance was from Animal rescue is +91 9561804096.
2. Entry and Exit time was approximately 7:50 pm - 8:45 PM.
3. We have the pictures and 1 video, but as stated earlier - we were busy in the rescue process and it didn't occur to any of us to 'film' the process where the fire brigade vehicle could not maneuver the bend, to enter the road.

Picture and 1 video attached for your reference.

Regards
EC MOPA

On Fri, Oct 18, 2024 at 5:39 PM Joe Mathias <mathias@mathiasgoa.com> wrote:

Dear Dr. Peter Rodrigues, Chairman – MOPA,

Received your email dated 16-10-2024 copied below.

Please provide the below-listed details which will help us to understand the incident better:

1. Mobile number from which Fire Services were called. This will help us to obtain dispatch details from the Fire Department.

2. Entry and exit time of the Fire Truck at Mathias Ocean Park – Sector I.
3. Please share CCTV footage or video taken of the incident.

Warm regards,

Joe Mathias

On Wed, Oct 16, 2024 at 6:17 PM MOPA COMMITTEE
<ecmopa2021@gmail.com> wrote:

Dear Mr Mathias -

We will get back to you after studying the layout plan/s.

However, we would like to bring to your notice a serious incident which happened in the Ocean Park premises last evening.

The residents on the west side , behind the buildings - Gran Canaria B, C and Boa Vista A & B heard sounds of a dog clearly in distress, in Sector 2.

As this was in the evening and dark, we could not spot the dog.

We contacted the fire brigade, whose personnel were thankfully very quick to respond and reached Ocean Park sector 1.

BUT

They could not maneuver their fire brigade vehicle inside at all. The fire brigade driver mentioned that the road was too narrow for the vehicle to proceed inside.

1357

Two personnel of the fire brigade, then proceeded on foot, went across to sector 2 and rescued the dog which was trapped in a trench.

Thanks to them and all the good samaritans involved in this exercise, the dog was rescued.

The alarming realisation of those present was the inability of the Fire truck to enter within the complex.

We would like you to assess this issue for the benefit of the safety of the complex.

We also realise that a similar predicament will be faced on the back side of the buildings - Corvo B - to Azores A , should an incident involving fire were to occur. No movement of fire vehicles is possible in that narrow road - with parking sheds built in.

We would like to forewarn you about this imminent risk, based on real time assessment, as witnessed yesterday.

We would await your response and look for solutions (without altering current facilities and beautifications already executed as per plans example; Fountain/Garden Size) towards this issue.

Regards
EC MOPA

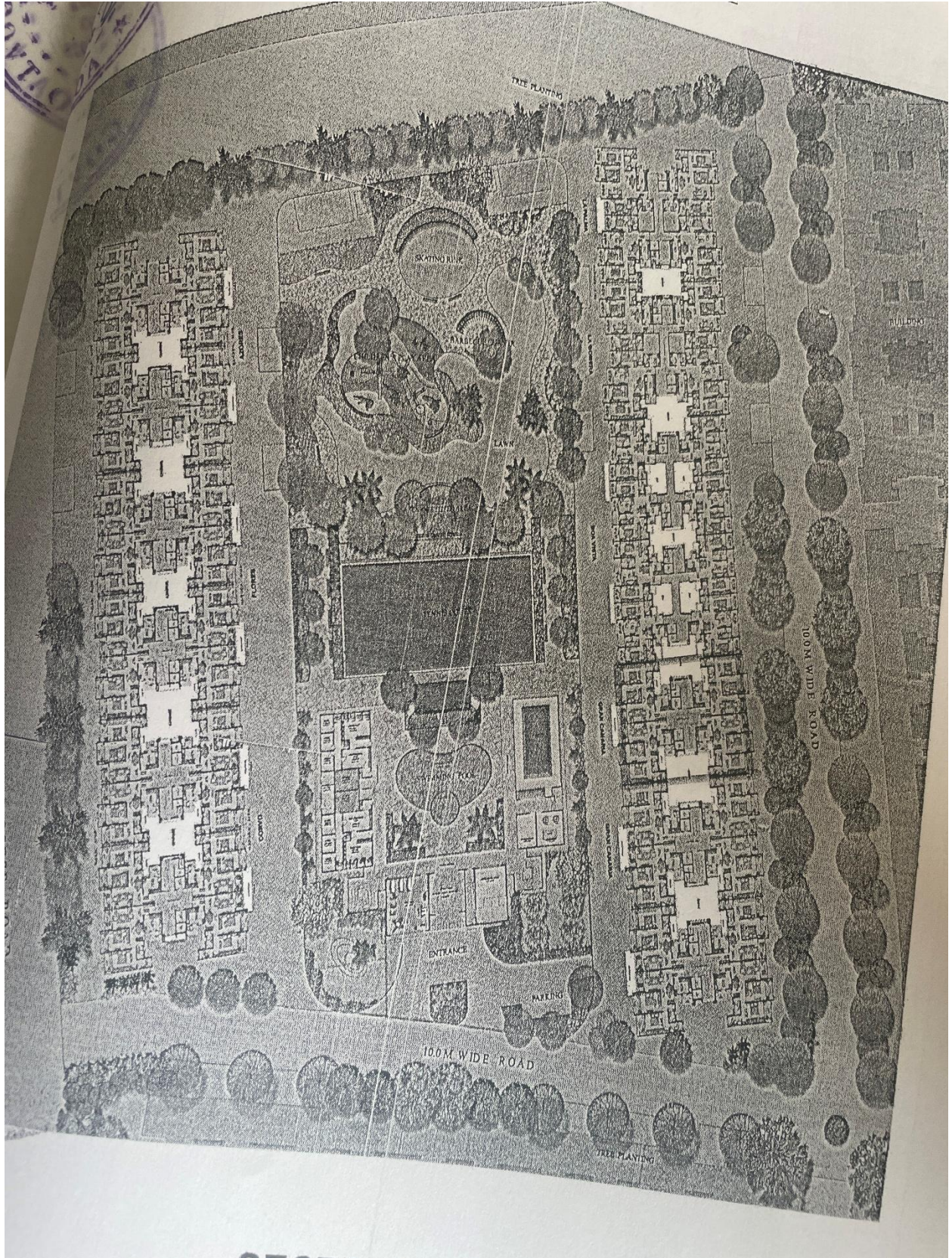
On Wed, Oct 16, 2024 at 1:43 PM Dhaval Fadadu
<doctrate.fadadu@gmail.com> wrote:

Respected Mr Mathias.

I have attached my sale deed page where it clearly states that 10 Meter wide road is in sector 1.

1358

Please explain this.



Dr Dhaval Fadadu

MBBS, DNB

Consultant - Transfusion Medicine

Manipal Hospital

Goa.

On Tue, 15 Oct 2024 at 17:33, Joe Mathias <mathias@mathiasgoa.com> wrote:

Dear Dr Peter Rodrigues – Chairman, MOPA & Executive Committee Members,

This is in reference to the email received from EC MOPA dated 08/10/2024.

Thank you for sharing your concerns and pain points regarding the various issues and works that need to be completed in Sector 1.

Please let me point out that the requirement for sector-wise segregation of facilities and amenities was communicated to EC MOPA and Owners by email on 18/01/2023. The same is also minuted in the Minutes of the General Body Meeting on 11/02/2023. Both i.e. email and minutes are attached for your reference and clearly explain the reasons behind this decision. **With this sector-wise segregation of amenities and facilities, residents of Sector I benefitted the maximum with a large Garden and Club House which was originally meant for residents of all Sectors i.e. I, II, III and IV.**

Therefore, it would be incorrect on part of EC MOPA to state that these matters were not communicated earlier.

Thereafter, the requirement of a dedicated Garbage Collection Area and Water Harvesting as per approved plan was pointed out by NGT mainly due to complaints filed by Mr. Navnath Gomes and Mr. Prakash Agrawal.

That being said, EC MOPA & Owners need to understand that such facilities are being utilized by the residents of Mathias Ocean Park – Sector I itself and therefore these facilities need to be located within the premises of Sector I. This approach is standard practice across residential complexes in Goa, where such amenities are situated within the community's boundaries. As an example, in Prestige Ocean Crest - Sector IV, all facilities including a dedicated garbage collection area, STP etc, are located within the premises of Sector IV for use by its residents.

We are seeking your cooperation to accommodate only those facilities in Sector I that will serve the needs of the residents of Sector I.

Additionally, the location of the Garbage Collection Area and Water Harvesting Tank is being proposed at locations as per Approved Plan and as per requirements towards compliance under NGT (as shown and explained by Mr Badami in his last visit). The current garbage collection area is at a temporary location on the roundabout road near the main entrance area and therefore needs to be placed at a permanent location as shown in the approved plans. Similarly, the Water Harvesting Tank is shown to be in the Garden Area as per approved plan, which will be below the surface area and will in no way reduce the garden area or open space.

In reference to your concerns about the Garbage Collection Vehicle within the complex proving to be a bottleneck to passageway of Emergency Vehicles, please allow me to point out that this concern would also apply in the present scenario with multiple water tankers entering the complex to provide water. In fact, the entry of Garbage Collection Vehicle would take place once in a day (for a maximum time-period of 20 minutes) as compared to Water Tankers that enter multiple times in a day (and would take anywhere between 15-20 minutes to empty their tankers each time).

One solution to this potential scenario, would be to have a Standard Operating Procedure (SOPs) in place which provides emergency vehicles a clear entry/exit on priority by making water tankers/garbage trucks move aside i.e. in case an emergency scenario occurs during the presence of water tankers/garbage truck within the complex. There may be other solutions that can be worked out considering the site conditions.

Also, please let me clarify that the area of Sector I is 23,500 square metres as per terms stated in your Deed of Sale and the west-side boundary of Sector I ends at the eastern-side of the 10-metre road which is a part of Sector II.

The applicable and approved plan for Sector I is Plan No. 3 in your email copied below. If required, Mr. Badami could come to the site at a mutually agreed date and time to explain the approved plan.

The responsibility of completion of the above-mentioned requirements of Garbage Collection Area and Water Harvesting, was with the Developer i.e. Paramount Buildwell Construction Pvt. Ltd., just as were the works related to Intercom, STP etc., which we have completed for the convenience of residents of Sector I.

While we understand that executing some of these works may cause inconvenience to residents in the short-term, but these works will stand to benefit residents in the long-term once completed.

We have always practiced a fair and reasonable approach for the interest and convenience of the residents of Sector I and therefore expect the same fairness in approach to be reciprocated by EC MOPA and Owners

We seek your cooperation and support for the same.

Warm regards,

Joe Mathias

On Tue, Oct 8, 2024 at 10:50 AM MOPA COMMITTEE
<ecmopa2021@gmail.com> wrote:

CC - All owners

Dear Mr Mathias -

As you would recall, when you had called for an urgent meeting (dated 19/09/2024 - minutes attached for reference), with the EC MOPA members, to discuss issues of NGT, you had mentioned that issues were regarding sewage disposal from STP, minimum green area & garbage location, which you had wanted us to be aware of, in case, any decision about these issues, would affect us (the residents of sector 1).

Having said that, at no point, issues pertaining to rain water harvesting plant was discussed.

[PLAN_1.pdf](#)

[PLAN_2.pdf](#)

[PLAN_3.pdf](#)

[PLAN_4.pdf](#)

[PLAN_5.pdf](#)

The discussion and our objection to any shift of the garbage unit was documented and we had clearly stated that, any movement of the garbage disposal vehicle within the complex is not only undesirable, but may prove to be a bottleneck in the passageway for emergency vehicles movement - should the need arise.

We residents have purchased our apartments here, on being shown the site plan and sample flat and as years pass by, it is noticed, that, periodic alterations are brought about, eg, shed parkings, reduction of garden space etc, which have not been received in any positive light and throws a negative impression of the builder and promoter.

Further, this current mail, despite our reservations in the meeting, seems to progress with the thought to shift the garbage area within sector 1 and also,

making rain water harvesting unit - in the middle of the garden area, a plan, which till date hasn't ever been mentioned at all, in any mail circulated by your good offices earlier.

If these were part of your tasks to be completed before the granting of the occupation certificate, this was for you to complete it, not after the apartments have been sold and it appears that an attempt is being made to accommodate everything within the boundaries of sector 1, whose border incidentally on the west side is still contentious, because of the numerous different plans with different sanction dates being presented.

Importantly, kindly refer to the plans being circulated. Which one of these is applicable and approved for sector 1?

1. PLAN_1 - Received on 12th Sep 2024 over email -> 15/1/2014
2. PLAN_2 - Received on 21st Sep 2024 handed over by Mr Badami
3. PLAN_3 - Received on 21st Sep 2024 handed over by Mr Badami
4. PLAN_4 - Received on 21st Sep 2024 handed over by Mr Badami
5. PLAN_5 - Another plan which is being circulated

We urge you, to look into the well-being of an existing lived in complex (sector 1), whose problems haven't been addressed as yet which is established and running with near total occupancy.

This dream project of yours, is our dream too.

We cannot allow systematic reduction of green spaces, and allow garbage spaces within the complex.

Water harvesting measures are welcome, but placement of such a structure has to be discussed and cannot come at the cost of our existing green spaces.

Kindly let us know the approved and applicable map (from the attachments) and please allow us sufficient time to deliberate with all owners and we shall get back to you with a date to discuss this and reach an amicable solution.

Regards

EC MOPA

On Mon, Oct 7, 2024 at 4:20 PM Joe Mathias <mathias@mathiasgoa.com> wrote:

Dear EC MOPA,

Received your email dated 05-10-2024 copied below.

Three inspections that were carried out by various government authorities from July 2024 onwards have pointed out the following non-compliances that need to be resolved by us on priority:

1. Present Garbage Collection area is not as per Approved Plan and needs to be re-assigned to one of the two locations shown in the approved plan, details of which have already been shared with EC MOPA. You are requested to finalize one of the two locations by Friday i.e. 11-10-2024 .

1366

2. Water Harvesting needs to be completed as per approved plan which shows a water harvesting tank in the garden area.

We require the support and cooperation of EC MOPA & Owners to resolve these compliance requirements which is in the collective interest of the Owners and the Project i.e. Mathias Ocean Park - Sector I.

For any clarifications with regard to the above-mentioned points please feel free to talk to Mr. Badami.

Warm regards,

Joe Mathias

On Sat, Oct 5, 2024 at 2:14 PM MOPA COMMITTEE
<ecmopa2021@gmail.com> wrote:

Dear Mr Mathias -

The meeting was requested with very short notice.

We request you to give adequate advance notice for a meeting so it can be better planned.

Regards
EC MOPA

On Sat, 5 Oct, 2024, 11:36 am Joe Mathias, <mathias@mathiasgoa.com>
wrote:

Dear EC MOPA,

Since we have not received any reply on our below copied email dated 04/10/2024, the proposed meeting at 5 PM today stands cancelled.

Warm regards,

Joe Mathias

On Fri, Oct 4, 2024 at 6:02 PM Joe Mathias <mathias@mathiasgoa.com> wrote:

Dear EC MOPA,

As discussed with Dr Peter Rodrigues, please let us know if Mr. Badami can meet you all tomorrow at 5 PM to finalize the location for garbage collection.

Warm regards,

Joe Mathias



MATHIAS CONSTRUCTION PVT LTD.

House No. C-13/156, "MATHIAS HOUSE"

Opp. Luis Gomes Garden, Campal

Panaji - Goa 403001

T : +91 832-2425454/2422800

1368

E : mathias@mathiasgoa.com

W : www.mathiasgoa.com


TRUE COPY



1369

ANNEXURE-A-16



 **GPS Map Camera**




Durgavado, Goa, India
La Palma Building (unit No. 8 Mathias Ocean Park, Dr E Borges Rd, Opposite Nio Quarters, Durgavado, Goa 403004, India
Lat 15.456884° Long 73.809006°
30/12/2024 11:17:19 AM GMT +05:30

1370



1371



 GPS Map Camera



Google

Durgavado, Goa, India

La Palma Building (unit No. 8 Mathias Ocean Park, Dr E Borges Rd, Opposite Nio Quarters, Durgavado, Goa 403004, India

Lat 15.456927° Long 73.80901°

30/12/2024 11:18:35 AM GMT +05:30

TRUE COPY

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