

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL (WZB)**AT PUNE.**

Appeal No: 7 / 2024

Shri. Krishna Virnodkar

... Appellant

Versus

Goa Coastal Zone Management Authority & Ors

... Respondents

Rejoinder by the Appellant to the Reply of Respondent No 1 and 3.

1. The Appellant has perused the replies on behalf of Respondent No 1 GCZMA and Respondent No 3 Smt. Karishma Ingle and is hereby making this composite Rejoinder to both the Replies filed by the aforesaid parties, and denies the contents of these respective replies of Respondent No 1 and 3.
2. The Respondent No 1 has stated in its Reply dated 05.04.2024 that the Appellant is trying to take advantage of the statement made in the Show Cause Notice dated 08.04.2021 which mentions that the entire belt of 100 meters from the river and 200 meters from the sea is designated as NDZ. This is exactly the grievance of the Appellant, the Respondent no 1 is casually trying to brush aside the lacuna in the Show Cause Notice and as per the dicta of this Hon'ble Tribunal in the case of Sesa Goa v GCZMA, which specifies the importance of a Show Cause Notice. It is submitted that the error committed in the Show Cause Notice is a fundamental error and is completely contrary to the Judgment passed by this Hon'ble Tribunal. It also reflects the approach of the Respondent No 1 GCZMA with respect to the Show Cause Notice and its purpose.

3. The GCZMA has failed to give an opportunity of hearing to the Appellant. The various dates on which the matter was listed before the GCZMA it was not for the purpose of hearing it was for filing of documents etc, from the Impugned order itself it is clear that the Appellant was not present before it on 06.07.2023, of which no communication was ever given to the Appellant. Thus it is submitted that the Appellant was never finally heard before the Impugned Order was finally passed which goes against the well established principles of Natural Justice.

4. There is no mention regarding the non application of mind and non- consideration of the materials placed on record before the GCZMA, infact the Impugned order is a resut of confusion at the end of the GCZMA and the reasoning that ought to been given in the present matter was inadvertently given in another matter (which was challenged before this Hon'ble Tribunal in Appeal 36/2023 Dulba Volvoikar v GCZMA), in which the GCZMA has withdrawn the order passed by it. The time gap in the passing of the order in the present case as well as the Impugned order which was challenged in Appeal 36/2024 is hardly 11 days, which shows the non-application of mind by the GCZMA. A Copy of the order passed by the GCZMA upon the Complaint of Shri Dulba Volvoikar dated 30.11.2023 and the order passed by this Hon'ble Tribunal in Appeal No 36/2023 is hereto Annexed and marked as **Annexure -1 (Colly) .**

5. The Respondent No 3 is trying to make the present Appeal a title issue and is alleging that the Appellant is a trespasser, which is exactly the vengeance of the said Respondent against the Appellant. The Appellant states that generations of their family has been residing in the subject property and has been in possession of it since about 1980's, thereafter the Appellant has purchased the said property from the erstwhile landlord on 15.01.2024 and the Respondent No 1 is aware about the said development, and is yet wanting to settle scores with the Appellant which is very evident from the Reply filed before this Hon'ble Tribunal. A copy

of the Sale Deed dated 15.01.2024 is hereto Annexed and marked as Annexure - 2.

6. None of the contentions raised by Respondent No 3 are ^{NOT} relevant to the present issue at hand and are denied in its entirety.



Shivshankar Swaminathan
Advocate For the Appellant

Pune

Dated 06.07.2024

GOA COASTAL ZONE MANAGEMENT AUTHORITY

C/o Department of Science, Technology and Environment (Govt. of Goa)

4th floor, Dempo Towers, Patto, Panaji, Goa,

www.czma.goa.gov.in

Ref.No.GCZMA/N/ILUE-Comp/22-23/171/2546

Dated: 9/11/2023

ORDER

WHEREAS, this office is in receipt of complaint dated 27/03/2023 from Shri Dulba Volvoikar, r/o H.No B-1-63, Near Betim Chowki, Betim Bardez Goa with regards to illegal construction carried out in Sy.No 61/1 of village Reis Magos Bardez Goa By Mr. Ratnakar Xamba Volvoikar and Mr. Saish Ratnakar Volvoikar Both R/o H.No 1804, Saidwarka, Nr. Telephone Dept, Alto, Porvorim, Bardez Goa thereby violating the CRZ Norms.

AND WHEREAS The Applicant had approached the Hon'ble High Court by filling a Writ Petition bearing no WP.NO 326/2023 and Hon'ble High Court has been pleased to dispose the off the matter vide dated 02/05/2023 thereby directing this Authority to dispose the matter within 3 months.

AND WHEREAS During 347th Meeting held on 22/06/2023 The Proceeding and the decision of the Meeting were as under: Adv. Gosavi present along with the Complainant. Respondent present in person and files application seeking time. The Authority granted time and directed the Respondent to file reply in advance as the said matter is time bound matter and has to be disposed off by 02/08/2023 at 3.00pm and posted the matter on 06/07/2023 at 3.00pm.

AND WHEREAS During 348th meeting held on 06/07/2023 The Proceeding and the decision of the Meeting were as under: Complainant present along with his Advocate. Respondent present in person and requested for some additional time to file reply. The Authority after hearing both the parties decided to grant time to the Respondent. Respondent is given last and final opportunity to file reply failing which, the Authority will pass an appropriate order. As Per Hon'ble High Court directions the said matter is time bound matter and has to be disposed by August 2023 . Matter is posted on 20/07/2023 at 3.00pm.

AND WHEREAS During 350th meeting held on 20/07/2023. The Proceeding and the decision of the Meeting were as under: Complainant along with Advocate present. Advocate A. Parab present for the Respondent and filed reply. Advocate for the Complainant produced High Court Order stating that the matter has to be decided before

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1st August 2023. The Authority after hearing both the parties and taking into consideration the documents submitted by Respondent decided to post the matter on 27/07/2023 at 3.00 pm for arguments. However due to ongoing monsoon assembly session the matter could not take place on 27/07/2023. The same is posted on 31/07/2023.

AND WHEREAS During 351th meeting held on 31/07/2023. The Proceeding and the decision of the Meeting were as under: Complainant along with Advocate present. Advocate A. Parab present for the Respondent and filed reply and stated that his structure is prior to 1991. The Respondent submitted that due to sudden damage of house due to falling of tree they had to repair the same. He further submitted that the Respondent had filed application for repair and renovation before the Panchayat. The Complainant submitted that the Respondent has not taken any permission for repair from the concern Authorities. The Authority after hearing both the parties and taking into consideration the documents submitted by both the parties decided to post the matter for pronouncement of Order on 03/08/2023 at 3.00 pm.

AND WHEREAS, the said matter was deliberated in 360th meeting held on 08/09/2023 the minutes to be read as under: Complainant appeared along with the Advocate. Advocate stated that the matter is for pronouncement of order. The Authority after perusing the documents on record has decided to discharge the Respondent and drop the proceedings against the Respondent due to force majeure.

The Authority decided to pass the following order:

From the perusal of the Complaint made by Shri Dulba Volvoikar, it is the case of the Complainant that the Respondent has indulged in illegal construction of house carried out in NDZ in the property bearing Sy.No 61/1 situated at village Reis Magos, Bardez Goa. Further the Complainant alleged that the Respondent has not obtained bay permission from the relevant Authorities.

Pursuant to the above Complaint, this office had issued site inspection and accordingly site inspection was conducted by the officials of GCZMA and they noted the following violations:

- a. The site survey no 61/1 falls in CRZ III river NDZ as per CZMP 2011.
- b. The alleged house is old existing structure which is reflected on DSLR survey plan.
- c. The reconstruction of half part house is of permanent RCC in nature, completed till plinth with 10 numbers of RCC column erected to the height of approximately 2.80mtr.

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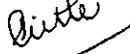
The Respondent has filed his Reply dated 20/07/2023 and final arguments dated 31/07/2023, wherein the Respondent has pleaded that the Respondents along with Complainant are Mundkars of the said house and the same has been declared by the Joint Mamlatdar vide order dated 09/07/2002. Thereafter he further pleaded that the same was purchased by them by depositing the purchase price and consequently certificate has been obtained. The Respondent further relied upon the site inspection report prepared by this office which reveals that the alleged structure is old and same has been reflected on DSLR plan. The respondent denied the allegation and further submitted that grounds raised in a complaint are all imaginary.

The Respondent further submitted that the Respondent had made an application before the village Panchayat of Reis -Magos for obtaining permission for repairs and renovation on the pretext that the said house has developed cracks and may collapsed anytime. Further submitted that before any permission could be issued the portion of the said house collapsed and the Complainant being aware of the same is silent on the same. The Respondent further pleaded that he has not done any encroachment/extension to house and further submitted that the house is in existence is prior to 1991. The Respondent further stated that as Ganesh Festival is celebrated in the said portion of the house and the house being in dilapidated condition the Respondent took a decision of repairing the same. The Respondent further relied upon the House Tax Receipts of the year 1984 in support of his case.

In view of the above, the Authority after due discussion and deliberation, decided to discharge the proceedings against Mr. Ratnakar Xamba Volvoikar and Mr. Saish Ratnakar Volvoikar Both R/o H.No 1804, Saidwarka, Nr. Telephone Dept, Alto, Porvorim, Bardez Goa due to force majeure .

NOW THEREFORE, the GCZMA in exercise of the powers conferred under Section 5 of the Environment (Protection) Act, 1986 (Central Act 29 of 1986) read with sub-rule (3) (a) of Rule 4 of the Environment (Protection) Rules 1986, and read with power vested with the GCZMA vide Order S.O. 6071(E) dated 27/12/2022 issued by the Ministry of Environment & Forests, Government of India, hereby discharges proceedings against the Respondent Mr. Ratnakar Xamba Volvoikar and Mr. Saish Ratnakar Volvoikar Both R/o H.No 1804, Saidwarka, Nr. Telephone Dept, Alto, Porvorim, Bardez Goa.

The proceedings are accordingly disposed off.


(Dr. Sneha Gitte, IAS)
Member Secretary (GCZMA)

To,

1. Mr. Ratnakar Xamba Volvoikar R/o H.No 1804, Saidwarka, Nr. Telephone Dept, Alto, Porvorim, Bardez
2. Mr. Saish Ratnakar Volvoikar R/o H.No 1804, Saidwarka, Nr. Telephone Dept, Alto, Porvorim, Bardez

Copy to:

1. The Collector & District Magistrate (North), Office of the Collector (North), Panaji -Goa... *for information.*
2. The Dy.Collector& S.D.O of Bardez having office at Mapusa Bardez - Goa.... *for information.*
3. The Secretary, Village Panchayat of Reis Magos Bardez- Goa ...*for information.*
- ✓ 4. Shri Dulba Volvoikar, r/o H.No B-1-63, Near Betim Chowki, Betim Bardez Goa...*for information*

Item No. 3

(Pune Bench)

**BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE**

[Through Physical Hearing (With Hybrid Option)]

APPEAL NO.36 OF 2023 (WZ)

Dulba Volvoikar

.... Appellant

Versus

GCZMA, Member Secretary & Ors.

.... Respondents

Date of hearing : 07.03.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE MR. JUSTICE DINESH KUMAR SINGH, JUDICIAL MEMBER
HON'BLE DR. VIJAY KULKARNI, EXPERT MEMBER**

Appellant : Mr. Abhijit Gosavi, Advocate along with Mr. Shivshankar Swaminathan, Advocate

Respondents : Mr. Abhijit Kamat, Advocate for R-1
Ms. Osvila Fernandes, Advocate for R-3 and R-4

ORDER

1. This appeal is filed under Section 16 of the National Green Tribunal Act, 2010 against the order dated 30.11.2023, bearing reference No. GCZMA/N/ILLE-Compl/22-23/171/2546, discharging the proceedings against Mr. Ratnakar Xamba Volvoikar and Mr. Saish Ratnakar Volvoikar – respondent Nos.3 and 4 herein.

2. The learned counsel appearing for respondent No.1 i.e. GCZMA, on instructions, has submitted that while passing the impugned order dated 30.11.2023, all the relevant circumstances of the case were not considered due to inadvertence and now respondent No.1 is ready to take into account all the relevant facts and circumstances, therefore, it has decided to withdraw the impugned order dated 30.11.2023 and pass a fresh order after hearing the concerned parties and after taking into account all the relevant circumstances of the case.

3. The learned counsel for other parties including respondent Nos.3 and 4 have no objection to the same.

4. Since respondent No.1 has decided to withdraw the impugned order dated 30.11.2023, therefore the correctness or legality of the said order need not be examined in this appeal. Hence, taking the statement of the learned counsel for respondent No.1 – GCZMA on record, the appeal is disposed of.

Prakash Shrivastava, CP

Dinesh Kumar Singh, JM

Dr. Vijay Kulkarni, EM

March 07, 2024
APPEAL NO.36/2023 (WZ)
npj



**Government of Goa
Directorate of Accounts**

Opp. Old Secretariat,
Fazenda Building, Panaji Goa
Phone: 0832-2225548/21/31



Echallan No. 202400210907

e-Receipt

Department: 10 - NOTARY SERVICES

Echallan Date: 15/03/2024 16:12:10

Name and Address of Party: KRISHNA | 8855056060
H No 377 Girkarwada Arambol Goa

Service: Stamp Duty

Stamp Duty ₹ 33000.00

Total Amount: ₹ 33,000.00

(Rs. Thirty Three Thousand Only.)

Department Data: 202400005432 NOTARY|202400005432 NOTARY

Bank ref No: CPADQAKDJ1

Status: Success

Payment Date: 15/03/2024 16:15:07

Payment Gateway: SBI_MOPS



2024 - PMH - 223
22/03/2024

Print Date: 15/03/2024 16:15:13

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DEED OF SALE

This DEED OF SALE is made at Pernem-Goa,
on this 15th day of the month of January, of
the year 2024.

[Handwritten Signature]

[Handwritten Signature]

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BETWEEN

1. DR. (MR.) VASUDEO @ VASUDEV RAJENDRA DESHPRABHU, son of late Rajendra Vasudev Deshprabhu, age about 59 years, Landlord, Holder of PAN NO. ACAPD2011L and Aadhar Card No. 7665 4821 8833, Contact No.9822486095, married to,

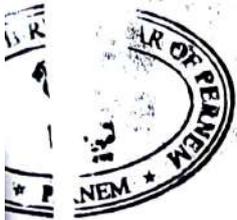
2. DR. (MRS.) PAVITRA VASUDEV @ VASUDEO DESHPRABHU, Daughter of late Ratnakar A. S. Bhangui, age about 54 years, physician, Holder of PAN NO. ADOPD9542P and Aadhar Card No.4695 9879 0975, Contact No.9822486095,

3. SMT. APARNA RAJENDRA DESHPRABHU, Widow of Late Rajendra Vasudev Deshprabhu, age about 82 years, landlady, daughter of late Shantaram J. Gavankar, Holder of PAN NO. CENPD9046N, and Aadhar Card No. 6531 4703 5865, Contact No.9822486095,

4. MS. NAYANTARA RAJENDRA DESHPRABHU, Daughter of Late Rajendra Vasudev Deshprabhu, Spinster, Landlady, age about 57 years, Holder of PAN NO. ADOPD9538K and

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Aadhar Card No.2983 6207 1605, Contact No.9822486095, all Indian Nationals, resident of Nanerwada, Pernem Goa, hereinafter called the "VENDORS" which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, successors, executors, administrators, legal representatives and assigns) OF THE FIRST PART.

A N D

MR. KRISHNA SONU VIRNODKAR, Son of Mr. Sonu Virnodkar, aged 32 years, service/business, married, having Pan card No. AVTPV3597P, Aadhar Card No. 902602591165, Contact No. 8855056060, Email. Id. Not available, Indian National and R/o. H. No.377, Girkarwada, Arambol, North Goa, hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, executors, administrators and assigns) of the ONE PART.



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THAT the VENDORS at Sr. Nos. 2, 3, & 4 are represented in this Deed of Sale by their lawful attorney, the Vendors at Sr. No. 1, DR. (MR.) VASUDEO @ VASUDEV RAJENDRA DESHPRABHU, resident of Nanerwada, Pernem, Taluka Pernem, constituted constituted by Power of Attorney dated 25-04-2023 Under Registration No.608/2023 before Notary Mr. D. Y. Govekar, Notary Advocate, Pernem Division Goa (Notorized copy of which is submitted along with this Deed).

AND WHEREAS there exists a landed property known as 'KEPE' surveyed under survey No. 60/10 admeasuring an area of 492 sq.mts., situated at Village Arambol, Pernem Goa within the area of Arambol Gram Panchayat, Pernem Sub-district of Pernem, District North Goa, state of Goa, described in the Land Registration Office of Bardez at Mapusa under no. Not Known And enrolled in the Taluka Revenue Office of Pernem under Matriz No. Not Known, and presently surveyed under Survey No. 60/10, which shall hereinafter be referred to as 'SAID PROPERTY'.

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AND WHEREAS originally the SAID PROPERTY, belonged to Late SHRI. RAJENDRA VASUDEV DESHPRABHU and his name is duly recorded in the occupant's column of Form I & XIV of the said property .

AND WHEREAS the said SHRI. RAJENDRA VASUDEV DESHPRABHU, expired leaving behind the vendors as his universal legal heirs and in this manner the vendors became the owners of the 'SAID PROPERTY' .

AND WHEREAS in the year 1984, the father of the PURCHASER Mr. Sonu Virnodkar approached Mr. Rajendra Vasudev Deshprabhu with a request for permitting him to construct a House in the above said property. And since the relation of said Mr. Sonu Virnodkar with Mr. Rajendra Vasudev Deshprabhu was very good, Mr. Rajendra Vasudev Deshprabhu permitted Mr. Sonu Virnodkar to construct a house in the said property. That subsequently Mr. Sonu Virnodkar constructed a residential House admeasuring an area of 120 sq. mtrs. in the said property, which

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shall hereinafter be referred to as "Said House" and started residing into the same along with his family and that the Said House is registered in the office of village Panchayat of Arambol for the purpose of House Tax.

AND WHEREAS the VENDORS hereto have been in quiet, uninterrupted and peaceful possession and ownership of the SAID PROPERTY except the area underneath the Said House, without any let or hindrance from anybody whomsoever and as such the VENDORS in this manner have continued to be the absolute owners in exclusive possession and ownership of the SAID PROPERTY except the area underneath the Said House.

AND WHEREAS therefore the Vendors herein are fully entitled to sell, convey, grant, transfer, assign and assure their right to any person or persons whomsoever without any claim or objection from anybody.



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AND WHEREAS the present PURCHASER is satisfied that the said VENDORS have a clear and marketable title to the SAID PROPERTY and that the VENDORS are lawfully entitled to dispose of the SAID PROPERTY or any part of the SAID PROPERTY, the PURCHASER has expressed his desire and willingness to purchase the 'Plot-A' of the SAID PROPERTY admeasuring an area of 271 sq. mts. wherein there exists his said House, As shown in the plan annexed to the No objection certificate issued by the Town and Country Planning Department, in Red colour boundary lines, which is more particularly described in the SCHEDULE written hereinunder, which shall hereinafter be referred to as "SAID PLOT-A".

AND WHEREAS the SAID PLOT-A is not subject to any notice or scheme or notification or proceedings under the Land Acquisition Act or Administration of Revenue of Properties Act or any other claims, demands, charges, penalties by any statutory Authorities.

B. J. J. J.

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AND WHEREAS the VENDORS hereby sell the SAID PLOT-A to the PURCHASER, & the PURCHASER hereby purchases the SAID PLOT-A admeasuring an area of 271 sq. mts. For a total consideration of Rs.5,00,000/- (Rupees Five Lakhs Only), which is its current market value, on the terms and conditions set out herein below:

NOW THEREFORE THIS DEED OF SALE WITNESSETH
AS UNDER:-

1. That, in pursuance of the said agreement and in consideration of Rs.5,00,000/- (Rupees Five Lakhs only), is paid by the PURCHASER to the VENDOR No. 1 in cash, the receipt of which, subject to its realization, the VENDORS do hereby admit and acknowledge and do forever acquit, release and discharge the PURCHASER hereto, The VENDORS do hereby convey and transfer by way of absolute sale and free from all encumbrances the SAID PLOT-A described in more detail in the SCHEDULE mentioned below UNTO THE PURCHASER so that the PURCHASER shall, for all times hereafter, HAVE, HOLD,

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POSSESS and ENJOY the SAID PLOT-A together with all rights, trees, privileges, easements, ways, profits, rents, appurtenances and to enjoy and use the same as the absolute owner thereof.

2. The PURCHASER is satisfied that the VENDORS have a clear marketable title to the SAID PLOT-A and the vendors do hereby undertake to execute and sign all documents, papers, applications, memos, as may be required by the PURCHASER for the transfer of the SAID PLOT-A unto the PURCHASER, his heirs and assignees as may be reasonably required and for completion of this sale in all respects.

3. That the VENDORS do hereby covenant with the PURCHASER as follows:

A) .THAT notwithstanding any act, deed or things done by the vendors, or executed or knowingly suffered to the contrary, they now have a good right, and full Authority to grant and convey

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the SAID PLOT-A hereby granted and conveyed or expressed so to be unto and to the use of the PURCHASER in the manner aforesaid.

B). THAT the PURCHASER shall and may at hereinafter peacefully and quietly enter upon, occupy, possess and enjoy the 'SAID PLOT-A' for his own use and benefit without any suit, eviction, interruption claim or demand from the VENDORS or Any other person or persons. The VENDORS has alongside handed over the physical vacant possession of the 'SAID PLOT-A' to the PURCHASER and will assist in the filing of the requisite documents for the transfer of 'SAID 'SAID PLOT-A' to the PURCHASER/ his name as and when required.

C). THAT the VENDORS have NO OBJECTION whatsoever to the name of the PURCHASER being entered by mutation in the survey records or any other record or document pertaining to the Record of Rights of the 'SAID PLOT-A' hereby sold by virtue

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of this Deed, and give the PURCHASER their consent to make any Application required and/or necessary for the said purpose in the name of the PURCHASER.

D). THAT there are no encumbrances, charges, rates or any other liabilities of whatsoever nature & no prior agreement or contract with anybody else whatsoever in respect of the 'SAID PLOT-A' conveyed under this Deed of Sale & the VENDORS are lawfully entitled to dispose of the same.

E). THAT the 'SAID 'SAID PLOT-A' is believed and shall be taken to have been correctly described in Schedule written hereunder and if any error, misstatement or omission be subsequently discovered, the same shall not annul this Sale but shall be suitably corrected by Parties hereto/by their respective heirs.

F). THAT the VENDORS & the PURCHASER

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Mark J. ...

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hereby declare that the property in transaction does not belong to SC/ST pursuant to the Notification no.RD/LAND/LRC/318/77 dated 21.08.1978.

G). That the Vendor No. 1 has obtained the No objection Certificate from the Town and Country Planning Department, Pernem Goa, bearing reference No. NOC/49(6)/PER/RAM/ TCP/812/2023/129 dated 19/01/2024 for the registration of deed of sale of 'SAID 'PLOT-A' which is annexed herewith in which it has been stated that the said plot-A is enmarked as "Settlement Zone".

H). For the purpose of stamp duty SAID PROPERTY is valued at Rs.11,00,000/- (Rupees Eleven Lakhs Only) and accordingly stamp duty is paid thereon.

I). That the SAID PROPERTY and the 'SAID 'PLOT-A' is not Agricultural land and therefore is not affected by the Goa Restriction on Transfer of an agricultural Land Act, 2023.



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J). The Vendors have also given No Objection Certificate for mutating the name of the purchaser in the Records of Rights of form I and XIV with respect to the PLOT-A admeasuring an area of 271 square meters of the SAID PROPERTY which is annexed herewith.

K). THAT the Schedule written hereunder and plan annexed to the No Objection Certificate issued by the office of Town and Country Planning Department, of Pernem Taluka hereto, shall constitute an integral part of this Deed of Sale.

L). THAT both the Parties are bound by the terms and conditions of this Deed of Sale.

S C H E D U L E

(DESCRIPTION OF PLOT-A)

ALL THAT PLOT-A admeasuring an area of 271 square meters as shown in the plan annexed to the No objection certificate issued by the Town and Country Planning Department of Pernem Taluka, in Red colour boundaries

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M. D. D. D.



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lines, forming part of the property known as 'KEPE' surveyed under survey No. 60/10 situated at Village Arambol, Pernem Goa within the area of Arambol Gram Panchayat, Pernem Sub-district of Pernem, District North Goa, state of Goa, described in the Land Registration Office of Bardez at Mapusa under no. Not Known And enrolled in the Taluka Revenue Office of Pernem under Matriz No. Not Known, and presently surveyed under Survey No. 60/10, and is bounded as under:-

EAST: by the road and remaining area of survey no.60/10

WEST: by the property under survey No.60/9

NORTH: by the remaining area of survey no.60/10

SOUTH: by the property under survey no.60/12

IN WITNESS WHEREOF All the parties hereto have hereunto set and signed their respective hands on the day, month and year hereinabove mentioned.





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SIGNED, SEALED AND DELIVERED by
the Within named VENDORS

Rajendra Deshpabhu

DR. (MR.) VASUDEO @ VASUDEV

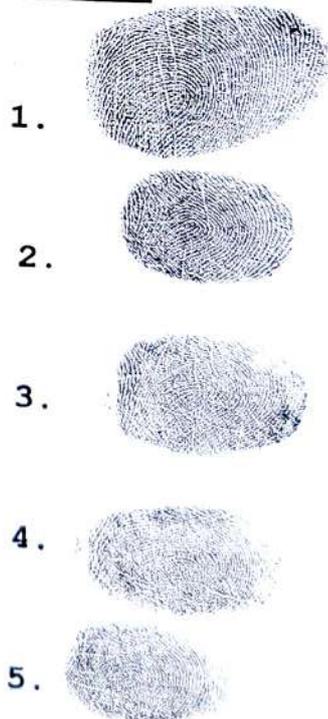
RAJENDRA DESHPRABHU

(For himself and as Attorney
for the Vendor Nos.2, 3 and 4)



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PRINTS

RIGHT HAND FINGER
PRINTS



Rajendra Deshpabhu

[Signature]



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SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED PURCHASER)

Virnodkar



MR. KRISHNA SONU VIRNODKAR

LEFT HAND FINGER
PRINTS

RIGHT HAND FINGER
PRINTS



Virnodkar

Virnodkar

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IN THE PRESENCE OF:

1. Mr. Ladu Bhikaji Nanoskar,
Age 64 years, Farming, married, *LBN*
R/o. H. No. 12, Girkarwada,
Arambol, Pernem Goa

2. Mr. Yeshwant Pandurang Virnodkar, *Yeshwant*
Age 37 years, Married, Service,
R/o. H. No. 14/2, Kepewada,
Arambol, Pernem Goa



Dinakar

Yeshwant



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OFFICE OF THE DY. TOWN PLANNER
TOWN & COUNTRY PLANNING DEPARTMENT
PERNEM TALUKA OFFICE, PERNEM GOA.

Ref No.: NOC/49(6)/PER/ARAM/TCP/812/2023/129

Dated: 19/01/2024

Ref No. Inward No. 2512

Date: 29/11/2023.

NO OBJECTION CERTIFICATE

Under Section 49 (6) of Goa, Daman and Diu, Town and Country Planning Act., 1974, Town & Country Planning Department has **No Objection** for the registration of **Deed of Sale** in respect of property bearing Sy. No. 60/10 of Arambol, village Pernem Taluka as per the plan hereby annexed.

The said plot/property falls in "Settlement Zone" as per **Regional Plan for Goa, 2021** admeasuring an area 271.00m².

The property/plot falls beyond 200 mtrs to 500 mtrs. From High Tide Line: **Yes**

BOUNDARY DETAILS AS GIVEN BY THE APPLICANT ARE:

NORTH	By the remaining area of Sy.no. 60/10
SOUTH	By the Property under Sy.no. 60/12
EAST	By the road & remaining area of Sy.no. 60/10
WEST	By the Property under Sy.no. 60/9

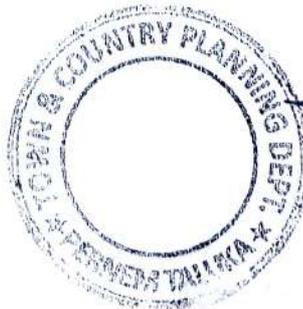
This N.O.C. is issued at the request of the applicant and as per the details submitted by the applicant and is subject to verification of ownership documents by the appropriate Authority.

It will not be binding on this Department to grant any Technical Clearance in the aforementioned property under Goa Land Development and Building Construction Regulations.

- Traditional access and natural water drain if any passing through the property shall be maintained.
- This N.O.C. is valid for the purpose of Reg. for period of 3 years. This NOC is issued from planning point of view for the property under reference.
- The Ownership aspect of the property under reference shall be verified by the Competent Authority prior to registration of Sale Deed.
- This NOC shall not be treated as NOC for Sub division of land and secondary development shall be permitted as per preliminary norms and guidelines in force.
- This NOC shall not be decide the legal right/title of the property.
- This NOC is issued based on Deed of Succession dated 28/02/1997.

NOTE: Applicant has paid processing fees of Rs. 1000/- vide challan no. 342 dtd. 29/11/2023.

To,
Vasudev Rajendra Deshprabhu
R/o. Nanerwada, Pernem Goa.

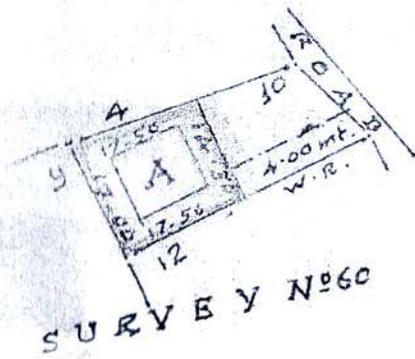


(K. Ashok Kumar)
Dy. Town Planner

8

Plan Showing plots situated at
Village : ARAMBOL
Taluka : PERNEM
Survey No./Subdivision No. : 60/10
Scale : 1 : 1000

 AREA OF PLOT "A" ... 271.00 Sq. mts.





Government of Goa

Document Registration Summary 2

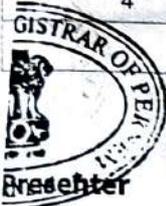
Office of the Civil Registrar-cum-Sub Registrar, Pernem

Print Date & Time : - 22-Mar-2024 11:41:28 am

Document Serial Number :- 2024-PNM-223

Presented at 11:35:20 am on 22-Mar-2024 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Pernem along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	33000
2	Registration Fee	33000
3	Mutation Fees	1500
4	Processing Fee	1120
Total		68620



Stamp Duty Required : 33000/-

Stamp Duty Paid : 33000/-

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	KRISHNA SONU VIRNODKAR ,Father Name:Mr. Sonu Virnodkar, Age: 32, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - H. No.377, Girkarwada, Arambol, North Goa, Address2 - , PAN No.: AVTPV3597P			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	VASUDEO @ VASUDEV RAJENDRA DESHPRABHU , Father Name:Rajendra Vasudev Deshprabhu, Age: 59, Marital Status: Married ,Gender:Male,Occupation: Land Lord, Nanerwada, Pernem Goa, PAN No.: ACAPD2011L			
2	KRISHNA SONU VIRNODKAR , Father Name:Mr. Sonu Virnodkar, Age: 32, Marital Status: Married ,Gender:Male,Occupation: Business, H. No.377, Girkarwada, Arambol, North Goa, PAN No.: AVTPV3597P			
3	VASUDEO @ VASUDEV RAJENDRA DESHPRABHU , Father Name:Rajendra Vasudev Deshprabhu, Age: 59, Marital Status: ,Gender:Male,Occupation: Land Lord, Nanerwada, Pernem Goa, PAN No.: ACAPD2011L , as Power Of Attorney Holder for NAYANTARA RAJENDRA DESHPRABHU			
4	VASUDEO @ VASUDEV RAJENDRA DESHPRABHU , Father Name:Rajendra Vasudev Deshprabhu, Age: 59, Marital Status: ,Gender:Male,Occupation: Land Lord, Nanerwada, Pernem Goa, PAN No.: ACAPD2011L , as Power Of Attorney Holder for APARNA RAJENDRA DESHPRABHU			

3/22/24, 11:44 AM

NGDRS : National Generic Document Registration System

Sr.NO	Party Name and Address	Photo	Thumb	Signature
5	VASUDEO @ VASUDEV RAJENDRA DESHPRABHU , Father Name: Rajendra Vasudev Deshp Prabhu, Age: 59, Marital Status: , Gender: Male, Occupation: Land Lord, Nanerwada, Pernem Goa, PAN No.: ACAPD2011L , as Power Of Attorney Holder for PAVITRA VASUDEV @ VASUDEO DESHPRABHU			

Witness:

I/We individually/Collectively recognize the Purchaser, POA Holder, Vendor,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: YESHWANT PANDURANG VIRNODKAR , Age: 38, DOB: , Mobile: 9637725172 , Email: , Occupation: Service , Marital status : Married , Address: 403524, H. No. 14/2 Kepewada Arambol Goa, H. No. 14/2 Kepewada Arambol Goa, Arambol, Pernem, North Goa, Goa			
	Name: LADU BHIKAJI NANOSKAR , Age: 64, DOB: , Mobile: 9637162740 , Email: , Occupation: Agriculturist , Marital status : Address: 403514, H. No. 12 Girkarwada Arambol Goa, H. No. 12 Girkarwada Arambol Goa, Arambol, Pernem, North Goa, Goa			




Sub Registrar
SUB-REGISTRAR
PERNEM

Document Serial Number :- 2024-PNM-223

Document Serial No:-2024-PNM-223

Book :- 1 Document
Registration Number :- **PNM-1-254-2024**
Date : 22-Mar-2024

Shabe
22/3/24



Registrar (Office of the Civil Registrar-cum-Sub Registrar, Pernem)

**SUB-REGISTRAR
PERNEM**

Scanned by:- Pundalite N. Salgaonkar (NRS)

Salgaonkar

GOVERNMENT OF GOA
REGISTRATION DEPARTMENT
Office of the Civil Registrar-cum-Sub
Registrar, Pernem



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of : ₹ 33000/-

(Rupees Thirty Three Thousands only)

PAID VIDE E-RECEIPT NO 202400210907 DATED :15-Mar-2024,
IN THE GOVERNMENT TREASURY



Shree

Sub Registrar
(Office of the Civil Registrar-cum-Sub Registrar, Pernem)

SUB REGISTRAR
PERNEM

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	:	Conveyance - 22
PRE REGISTRATION NUMBER	:	202400005432
DOCUMENT SERIAL NUMBER	:	2024-PNM-223
DATE OF PRESENTATION	:	22-Mar-2024
DOCUMENT REGISTRATION NUMBER	:	PNM-1-254-2024
DATE OF REGISTRATION	:	22-Mar-2024
NAME OF PRESENTER	:	KRISHNA SONU VIRNODKAR
REGISTRATION FEES PAID	:	₹33000/-
PROCESSING FEES PAID	:	₹1120/-
MUTATION FEES PAID	:	₹1500/-

