BEFORE THE HON'BLE NATIONAL GREEN TRIBNAL
WESTERN ZONE BENCH PUNE, AT PUNE
IA No. 269/2024 (WZ)
IN
ORIGINAL APPLICATION No. 141 OF 2024

IN THE MATTER OF:

PRAKASH AGRAWAL ...APPLICANT

VERSUS

MATHIAS CONSTRUCTION PVT. LTD. & ORS.

...RESPONDENTS

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**APPLICANT**

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…RESPONDENTS

**REPLY OF THE ORIGINAL APPLICANT TO THE IA DATED 24.09.2024 OF RESPONDENTS 1 TO 4**

1. The Application filed by the Respondents nos. 1 to 4 is a case of *suppressio veri* and *suggestio falsi* by the respondents. This is being done by the respondents to misguide this Hon'ble Tribunal and protract the proceedings.
2. This Original Applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.
3. It is clarified that for any change in the responsibility of the compliance of the project, the Respondents No. 1 to 4 were required to approach the MOECC and seek suitable amendments in the EC dated 16.05.2007.
4. The Respondents Nos. 1 to 4 have failed to place anything that is with the approval of the MOECC (R-5) which suggests that they are not responsible for the fulfillment of their legal obligations.
5. The practice of handing over possession of the apartments without registration of Sale Deed was followed by the Respondents Nos. 1 to 4 as they were aware of the violations of the various terms of sanction and the prevailing laws in the project. A legitimate owner with a registered Sale Deed could only exercise his/her right to compel the Respondents Nos. 1 to 4 to comply with the terms of sanction and the prevailing laws. Hence Preventing buyers from complaining against the

violations in the project the Respondents Nos. 1-4 encouraged nonregistration of Sale Deeds.

6. This applicant reiterates that the entire Ocean Park Project is full of violations.

7. **DOCUMENTS AND ANNEXURES**: That this Applicant would like to bring on records the following documents to support the contentions raised in this Reply Affidavit as below;

7.1 That on 03.05.2006 (**ANNEXURE-R-1**), Application made by Joe Mathias (R-3) in Capacity of owner of the project land to NGPDA for Grant of Development Permission.

7.2 That on 14.06.2006 (**ANNEXURE-R-2**), Development Permission granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 18.08.2006 and 14.03.2012.

7.3 That on 24.10.2006 (**ANNEXURE-R-3**), sale deed executed between Joe/Marilla Mathias and Meridian Estates Private Limited for sale of 640 M/2 of land from land bearing survey no. 249/1-A at Village Taleigao.

7.4 That on 02.02.2007 (**ANNEXURE-R-4**), Development Permission granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012.

7.5 That on 20.06.2007 (**ANNEXURE-R-5**), corrigendum issued by the MOECC (R-5) changing the name of the developer from Joe Mathias (R-3) to Mathias Construction Private Limited (R-1).

7.6 That on 05.07.2010 (**ANNEXURE-R-6**), Sale Deed executed between Mathias Construction Private Limited and Meridian Estates Private Limited for sale of 300 M/2 of land from land bearing survey no. 249/1-A at Village Taleigao.

7.7 That on 05.08.2010 (**ANNEXURE-R-7**), Development Permission granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012.

7.8 That on 08.02.2012 (**ANNEXURE-R-8**), Development Permission granted to Joe (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012

7.9 That on 15.12.2015 (**ANNEXURE-R-9**) {Colly.}, PAN No. AAABM2412L issued by the income tax department in the name of Mathias Ocean Park Association and copy of Article of Association (AoA) and Rules & Bye laws of Mathias Ocean Park Association prepared by the PP.

7.10 That on 31.03.2016 (**ANNEXURE-R-10**), Financial Statement for 2015-16 of "Mathias Ocean Park Association"

7.11 That on 31.03.2017 (**ANNEXURE-R-11**), Financial Statement for 2016-17 of "Mathias Ocean Park Association"

7.12 That on 01.05.2017 (**ANNEXURE-R-12**), minutes of the Meeting of the Developers (R-1) held with the owners wherein the Respondent No. 3 informed the owners that Paramount Buildwell Constructions Private Limited has exited the project and the same was completed by Mathias Construction Private Limited.

7.13 That on 09.06.2017 (**ANNEXURE-R-13**), agreement executed between Respondent No. 1 and M/s. Prestige Estates Private Limited

7.14 That on 31.03.2018 (**ANNEXURE-R-14**), Financial Statement for 2017-18 of "Mathias Ocean Park Association".

7.15 That near about 2019 (**ANNEXURE-R-15**), PP submitted the draft agreement before RARA Goa wherein it is clearly mentioned that "M/s. Prestige Estates Private Limited is the developer/" for Sector-IV and therefore, "M/s. Prestige Estates Private Limited" is the necessary party in this case.

7.16 That on 31.03.2019 (**ANNEXURE-R-16**), Financial Statement for 2018-19 of "Mathias Ocean Park Association"

7.17 That on 31.03.2020 (**ANNEXURE-R-17**), Financial Statement for 2019-20 of "Mathias Ocean Park Association"

7.18 That on 31.03.2021 (**ANNEXURE-R-18**), Financial Statement for 2020-21 of "Mathias Ocean Park Association"

7.19 That on 20.10.2021 (**ANNEXURE-R-19**), allotment letter issued by R1 to this applicant demanding payment of Rs. 3,50,000.00 & Rs. 87,500 in the name of Mathias Ocean Park Association.

7.20 That on 15.01.2022 (**ANNEXURE-R-20**), minuets of meeting dated 15.01.2022 of executive committee of Mathias Ocean Park Association in which Joe Mathias (R-3) resigned as chairman.

7.21 That on 19.01.2022 (**ANNEXURE-R-21**), Email communication between the Mr. Joe Mathias and Members of "Mathias Ocean Park Association" for resignation from chairmanship

7.22 That on 09.02.2022 (**ANNEXURE-R-22**), Email received from Mr. Joe Mathias providing details of Article of Association (AOA), Financial Statements, and minutes of Meeting etc. for "Mathias Ocean Park Association".

7.23 That on 16.03.2022 (**ANNEXURE-R-23**), Sale Deed executed between Mathias Construction Private Limited (R-1) and Satish Gupta.

7.24 That on 08.03.2023 (**ANNEXURE-R-24**), application of Prestige Estates Private Limited to the NGPDA (R-10) for grant of Completion.

7.25 That on 11.05.2023 (**ANNEXURE-R-25**), email of R1 wherein they have stated that Joe Mathias (R-3) and the father of Dr. Eugene Rent are friends. That Joe Mathias (R-3) used his

influence to fix this applicant by filing a False FIR against this Original Applicant

7.26 That on 19.06.2023 (**ANNEXURE-R-26**), Development Permission for Sector 4 of Phase 2 of the project was granted by NGPDA (R-10) in the name of Prestige Estates Private Limited

7.27 That on 19.06.2023 (**ANNEXURE-R-27**), Completion Order for Sector 4 of Phase 2 of the project has also been issued by NGPDA (R-10) in the name of "Joe Mathias, Mathias Construction Private Limited GPA Holder Prestige Estates Projects Limited

7.28 That on 23.08.2023 (**ANNEXURE-R-28**), Occupancy Certificate for Sector 4 of Phase 2 of the project has also been issued by Village Panchayat (R-11) in the name of "Joe Mathias, Mathias Construction Private Limited GPA Holder Prestige Estates Projects Limited

7.29 That on 26.04.2024 (**ANNEXURE-R-29**), Email received from Mr. Joe Mathias to members of "Mathias Ocean Park Association" for clarification of possession/ownership of the project land.

7.30 That on 27.05.2024 (**ANNEXURE-R-30**), Email of R1 stating that Mathias Ocean Park Association is a legal entity.

7.31 That on 12.07.2024 (**ANNEXURE-R-31**), Email received from Mr. Joe Mathias to members of "Mathias Ocean Park Association" for clarification of possession/ownership of the project land.

7.32 That on 14.07.2024 (**ANNEXURE-R-32**), minutes of AGM of Mathias Ocean Park Association wherein it was decided unanimously that the owners with registered sale deed and without any clash of interest should be permitted to participate in election as members of executive committee of Mathias Ocean Park Association.

7.33 That on 24.09.2024 (**ANNEXURE-R-33**), email of R1 to R4 to all the residents of sector 1 provoking them to join this litigation.

7.34 That on 04.10.2024 (**ANNEXURE-R-34**), email of Joe Mathias (R-3) asking residents to register the Sale Deed of the apartment as the formation of coop housing society is held up due to the non-registration of Sale Deeds.

7.35 That on 25.01.2025 (**ANNEXURE-R-35**), this Original Applicant have filed compliant before various Authorities exposing the crimes of PP and his collusion with the politicians using their influence on the Government Authorities for harassing & torturing this Original Applicant for raising his voice against the violations of PP.

Now this Original Applicant is dealing the IA No. 269/2024 for Parawise reply as below;

8. **WITH RFERENCE TO PARA No. 4 OF IA**

8.1 The actual developer is an entity who has obtained the environment clearance for the project from the MOECC (R-5), and this applicant has no doubt that the Environmental Clearance granted for the project is based on the submissions and undertaking of the applicant of the project viz. Respondents No. 1 to 4. This applicant states that the application for grant of Environmental Clearance was made by Joe Mathias (R-3) on behalf of Mathias Construction Private Limited (R-1) and the EC dated 16.05.2007 was granted in favour of Joe Mathias (R-3). This applicant states that it is the responsibility of the entity who has made the application for grant to EC to fulfill the terms of the EC dated 16.05.2007. The EC dated 16.05.2007 (Pages to 386 to 390 of OA 141/24) is in the name of Joe Mathias (R-3).

8.2 The Respondents No. 1 to 4 suppressed the fact that they had made an application in 2007 after the grant of Environmental Clearance Dated 16.05.2007 to change the name of Developer from Joe Mathias to Mathias Construction Private Limited. The Respondents No. 1 to 4 were free to make such an application and have the name of the developer changed to Paramount Buildwell Constructions Private Limited. There was no such change in the name of the developer, thus the Respondents No. 1 to 4 did not make such an application. Any change in the name of the developer requires the approval of MOECC (R-5).

8.3 The Respondents No. 1 to 4 suppressed the fact that a corrigendum dated 20.06.2007 **(ANNEXURE-R-5)** was issued by the MOECC (R-5) changing the name of the developer from Joe Mathias (R-3) to Mathias Construction Private Limited (R-1). This fact was suppressed by the Respondents No. 1 to 4 and they continued to obtain clearances from the authorities in the name of Joe Mathias (R-3).

8.4 The completion certificate is issued by NGPDA (R-10) on 14.05.2015 (**P@391 of OA 141/24**) is in the name of Joe Mathias (R-3).

8.5 The Part occupancy certificate Dated 25.08.2015 issued by Village Panchayat of Taleigao (R-11) (**P@392 to 408 of OA 141/24**) is in the name of Joe Mathias (R-3).

8.6 The Consent to Establish (CTE) dated 11.01.2016 issued by the Goa State Pollution Control Board (R-7) (**P@409 to 413 of OA 141/24**) is in the name of Joe Mathias (R-3).

8.7 The Consent to Operate (CTO) dated 15.03.2019 issued by the Goa State Pollution Control Board (R-7) (**P@ 414 to 420 of OA 141/24**) is in the name of Joe Mathias (R-3).

8.8 This applicant states that there is no provision in the Environment Protection Act and the EIA notification 2006 as

per which the actual developers i.e. R1 to R4 could **"OUTSOURCE"** the fulfillment of their obligations to any third party.

8.9 The present Original Application is filed by this applicant for noncompliance of the terms of the EC/CTE/CTO/Building Permission etc. documents, which has no reference to "**Paramount Buildwell Private Limited**". That as per agreement of PP itself, this "**Paramount Buildwell Private Limited**" is the civil work contractor hired by R-1 to R-4-PP. Therefore, "M/s. **Paramount Buildwell Private Limited**" has nothing to do with this OA and not required to be necessary party to put under any legal obligations.

8.10 The arrangement between Mathias Construction Private Limited and Paramount Buildwell Constructions Private Limited (R-1) been executed after the grant of EC dated 16.05.2007 to Joe Mathias (R-3). The change of name of the developer has been affected on 20.06.2007 from Joe Mathias (R-3) to Mathias Construction Private Limited (R-1).

8.11 After the issue of corrigendum dated 20.06.2007, Mathias Construction Private Limited (R-1) and its directors Julian Mathias (R-2), Joe Mathias (R-3) and Mariola Mathias (R-4) are responsible for the violations in the project.

9. **WITH RFERENCE TO PARA No. 5 OF IA**

9.1 The internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between Mathias Construction Private Limited (R-1) and their contractor. Adjudication of dispute between the Respondent No. 1 and Paramount Buildwell Construction Private Limited, if any, is beyond the scope of this Hon'ble Tribunal. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the

sanction and when the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

9.2 In the Meeting of the Developers held with the owners of apartments in Sector 1 and Phase 2 of the project on 01.05.2017 the developer has stated the following:

> ***"Working Model of Association, Builders Intent***
> 1. *Know the Intentions, Plans, Needs, Expectation of Mr Joe Mathias and his expectations from existing apartment owners Response of Mr Mathias:*
>
> *The Project has 364 apartments, of which 160 sale agreements were made, subsequently 70 were cancelled following economic slow down & Mining ban. Currently 23 sales deeds have been executed to date and keys handed over. On account of poor sales* ***there is no active participation from M/S Paramount end. Hence Mr Mathias has taken the whole ownership and completing the project themselves. Paramount have been allocated 37 flats.*** *Total expenditure on the project has been Rs 169 Crores and Sales revenue from flats has only been Rs 90 crores.* ***Mr Mathias assured that this is his dream project and he will continue to be actively involved in the project and has no plans to exit in the near future****."*

9.3 This applicant states that the Respondents No. 1 to 4 have deliberately and intentionally suppressed this information from this Hon'ble Tribunal with an intention to misguide this Hon'ble Tribunal and protract the trial. The Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

9.4 The Respondents No. 1 to 4 have had different sub-contractors for Phase 1 of the project, a different sub-contractor for Sector 1 and Phase 2 of the project and another sub-contractor for Sector 4 and Phase 2 of the project.

9.5 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to these entities.

9.6 This applicant reiterates that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands and suppressed vital information while filing the above application.

10. **WITH RFERENCE TO PARA No. 6 OF IA**

10.1 The contents of this para relate to an internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between the R-1 and their contractor. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the sanction of the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

10.2 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to Paramount Buildwell Constructions Private Limited.

11. **WITH RFERENCE TO PARA No. 7 OF IA**

11.1 The contents of this para relate to an internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between the R-1 and their contractor. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the sanction of the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

11.2 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the

fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to Paramount Buildwell Constructions Private Limited.

12. **WITH RFERENCE TO PARA No. 7 OF IA**

12.1 The contents of this para relate to an internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between the R-1 and their contractor. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the sanction of the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

12.2 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to Paramount Buildwell Constructions Private Limited.

13. **WITH RFERENCE TO PARA No. 7 OF IA**

13.1 The contents of this para relate to an internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between the R-1 and their contractor. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the sanction of the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

13.2 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to Paramount Buildwell Constructions Private Limited.

14. **WITH RFERENCE TO PARA No. 8 OF IA**

14.1 The contents of this para relate to an internal arrangement between the Respondent No. 1 and Paramount Buildwell Construction Private Limited is a dispute between the R-1 and their contractor. This applicant states that this Hon'ble Tribunal has jurisdiction to entertain complaints regarding nonfulfillment of terms of the sanction of the EC dated 16.05.2007 which was granted to the Respondents No. 1 to 4.

14.2 By no stretch of imagination, the liability and obligation for fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO can be assumed to be **"OUTSOURCED"** to Paramount Buildwell Constructions Private Limited.

15. **WITH RFERENCE TO PARA No. 9 OF IA**: The present dispute relates to fulfillment of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO and there is no legal obligation cast on Paramount Buildwell Constructions Private Limited to fulfill the terms of EC of MOECC and terms of the CTE and CTO of the GSPCB.

16. **WITH RFERENCE TO PARA No. 10 OF IA**: The violations are known to this Hon'ble Tribunal and have been outlined in the OA/141/2024 in detail and the same will have to be adjudicated based on the evidence and the reply of the respondents in the OA/141/24.

17. **WITH RFERENCE TO PARA No. 11 OF IA**

17.1 Respondents No. 1 to 4 are attempting to protract the trial and presume **"OUTSOURCING"** of their legal obligations to Paramount Buildwell Constructions Private Limited.

17.2 Respondents No. 1 to 4 have another contractor for Sector 4 of Phase 2 of the project. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4.

17.3 Respondents No. 1 to 4 have deliberately and intentionally suppressed the agreement dated 09.06.2017 **(ANNEXURE-R-13)** between Respondent No. 1 and Prestige Estates Private Limited,

17.4 Prestige Estates Private Limited have made an application to the NGPDA for grant of Completion Order vide letter dated 08.03.2023 **(ANNEXURE-R-24)**.

17.5 The Respondents No. 1 to 4 have deliberately and intentionally suppressed that the Development Permission dated 19.06.2023 **(ANNEXURE-R-26)** for Sector 4 of Phase 2 of the project was granted by NGPDA in the name of Prestige Estates Private Limited. Whereas the development permissions for Sector 1 of Phase 2 of the project have been granted in the name of Joe Mathias (R-3).

17.6 The Completion Order dated 19.06.2023 **(ANNEXURE-R-27)** for Sector 4 of Phase 2 of the project has also been issued by NGPDA in the name of "Joe Mathias, Mathias Construction Private Limited GPA Holder Prestige Estates Projects Limited"

17.7 The Occupancy Certificate dated 23.08.2023 **(ANNEXURE-R-28)** for Sector 4 of Phase 2 of the project has also been issued by Village Panchayat in the name of "Joe Mathias, Mathias Construction Private Limited GPA Holder Prestige Estates Projects Limited".

17.8 The individual apartments in the Occupation Certificate dated 23.08.2023 have been assigned to Prestige Estate Projects Limited and in the case of Part occupancy certificate Dated 25.08.2015 issued 2023 for Sector 4 of Phase 2 of the project by Village Panchayat of Taleigao (Pages to 392 to 408 of OA

141/24), the individual apartments have been assigned in the name of Joe Mathias.

17.9 It is beyond comprehension as to why Respondents No. 1 to 4 have chosen to seek implement of Paramount Buildwell Constructions Private Limited and not Prestige Estates Projects Limited.

18. **WITH RFERENCE TO PARA No. 12 OF IA**: This applicant has made an application for the violation of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO to R1 to R4.

19. **WITH RFERENCE TO PARA No. 13 OF IA**:

19.1 This applicant has made an application for the violation of the terms of the sanction of EC and the fulfillment of the terms of the CTE and CTO to R1 to R4.

19.2 This Hon'ble Tribunal has jurisdiction to entertain the complaints related to environment violations in the project.

19.3 The Respondents No. 1 to 4 have suppressed from this Hon'ble Tribunal the fact that they have sent out an email to all the residents of sector 1 of Phase 2 of project on 24.09.2024 **(ANNEXURE-R-33)** stating as follows:

*"In the NGT matter of Mr Prakash Agrawal, the next hearing of which is scheduled for 27/09/2024, is still ongoing and may result in certain orders being passed, which will require the support and cooperation of flat owners in Mathias Ocean Park – Sector I. Mr Agrawal in his application has not made EC MOPA nor any of the flat owners, a party to the proceedings but has made allegations that appear to be on behalf of all flat owners at Ocean Park.*

***In fact, Mr. Agrawal in his amendment application has prayed for demolition, which will directly and substantially affect the rights of all the flat owners in Mathias Ocean Park.***

*As any directions issued by the NGT would be binding upon all, we are compelled to make all flat owners party to this matter which would enable you to put forth your say directly to NGT if required. We would have much preferred not to include any of you in these legal proceedings; however, it is necessary to safeguard your rights and interests. Nonetheless,* ***we are ready to provide assistance and guidance to flat owners in this matter****."*

19.4 This applicant would like to draw the kind attention of this Hon'ble Tribunal to the words "we are ready to provide assistance and guidance to flat owners in this matter." To summaries they want to be the violator and the representative of the owners of the Sector 1 of Phase 2 of the project who are the sufferers. The provocation of the Respondents No. 1 to 4 have received no response from the "**legitimate"** owners of apartments in Sector 1 of Phase 2 of the project.

20. **WITH RFERENCE TO PARAS No. 14 TO 18 OF IA**:

20.1 The Respondents No. 1 to 4 have suppressed the fact that it is not necessary to form a cooperative maintenances society in the state of Goa. "Association of Persons" is a legitimate alternative to a cooperative society.

20.2 Clause 8 (b) of the Sale Deed dated 01.02.2022 (pages 787-836 of compilation) executed between this applicant and Mathias Construction Private Limited (R-1) for sale of apartment No. 703 in La Gomera Building:

*"The PURCHASER shall abide by all the rules and regulations in respect of the maintenance, security or repairs of the building, club house, project, etc., that may be framed from time to time by the Premise owners or any body or association of the Premise owners that may be formed at any time."*

Clause 20 (b) of Sale Deed dated 01.02.2022 (pages 787-836 of compilation) executed between this applicant and Mathias

Construction Private Limited (R-1) for sale of apartment No. 703 in La Gomera Building:

*"For the maintenance, up keep and administration of the statutory common areas, open spaces, and other associated amenities/facilities of the said Project the PROMOTER VENDOR on completion of the development of infrastructure on the SAID PROPERTY shall at their sole discretion form and/or constitute a Body of Purchasers i.e.* ***Association of Persons*** *of all the flat Purchasers and shall handover the management and control thereof to such entity."*

Clause 24 of the Sale Deed dated 01.02.2022 (pages 787-836 of compilation) executed between this applicant and Mathias Construction Private Limited (R-1) for sale of apartment No. 703 in La Gomera Building:

*"24. The PURCHASER undertakes to deposit with the Association an interest free refundable deposit of Rs. 20,000/- (Rupees 34 Twenty Thousand Only) prior to the PURCHASER initiating and/or commencing any kind of interior and/or refurbishment works in the SAID FLAT. The amount shall be refunded and/or returned to the PURCHASER by the Association, only upon the completion of the refurbishment works in the SAID FLAT within a period of 30 days from the date of issue of the* ***NOC by the Association*** *and clearing of the debris. In the event the debris is not cleared by the PURCHASER within a period of 8 days the deposit shall be used by the Association to clear the same and also make good if any damage is caused to the common areas of the building, etc."*

None of the clauses mentioned above state that the Mathias Ocean Park Association is an illegal entity. These submissions have been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.3 The Respondents No. 1 to 4 have suppressed the fact that they have issued allotment letter to this applicant dated 20.10.2021 **(ANNEXURE-R-19)** wherein the following was stated:

*"1. Maintenance Charges Rs. 2,000/- Per Sq. Mt in favour of 'Mathias Ocean Park Association' Rs. 3,50,000/-*

*2. Sinking Fund Rs. 500/- Per Sq.mt in favour of 'Mathias Ocean Park Association' Rs. 87,500/-"*

Crores of Rupees has been collected by the Respondents No. 1 to 4 from flat buyers in Sector 1 of Phase 2 of project in the name of Mathias Ocean Park Association. When Respondents No. 1 to 4 collected crores of Rupees from the 364 Apartment owners the Mathias Ocean Park Association was not an illegal body.

This document has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.4 The Respondents No. 1 to 4 have suppressed their email dated 27.05.2024 **(ANNEXURE-R-30)** wherein they state as under:

*"Your allegation and statements made in your email copied below, that the present Association which is managing day to day affairs/ requirements of the building and its residence is illegal, is highly objectionable, as you have no right to call such an association as illegal as the said association is formed with sole intention to manage day to day functioning/ maintenance of the said project as more specifically provided in the Bye laws of* ***the said association and till date it has managed the affairs of the Society protecting the interest of all the owners including yourself and the said Association is functioning within four corners of law i.e. by adhering to all the requirements under law****."*

This email has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.5 The Respondents No. 1 to 4 have suppressed the fact that Mathias Ocean Park Association is registered with the Income Tax Department under Pan No. AAABM2412L **(ANNEXURE-R-9)**. The association has been paying income tax since the year of its formation. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands

20.6 The Respondents No. 1 to 4 have suppressed the fact that Mathias Ocean Park Association has an Article of Association and Rules and Bye laws **(ANNEXURE-R-9)**.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.7 The Respondents No. 1 to 4 have suppressed that Joe Mathias (R-3) was the chairman of the Mathias Ocean Park Association up to 2022 since its formation and collected huge sums of monies from apartment buyers and used it for the benefit of The Respondents No. 1. The Respondent No. 3 in the meeting dated 15.01.2022 **(ANNEXURE-R-20)** resigned as chairman. This information and the minutes of meeting dated 15.01.2022 has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble

Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands

20.8 The Respondents No. 1 to 4 have suppressed the fact they appointed individuals who were not legitimate owners of apartments as office bearers of Mathias Ocean Park Association. One such example is Mr. Satish Gupta and Sidque Sheikh as Members of the Executive Committee on 01.05.2017 **(ANNEXURE-R-12)**. Sidque Sheikh does not have a registered Sale Deed of the apartment in his favour and Satish Gupte was the "legitimate" owner of the apartment on 16.03.2022. **(ANNEXURE-R-23).**

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.9 The Respondents No. 1 to 4 have suppressed the fact that Sadiq Sheikh is the electrical contractor of the Ocean Park Project. Later, his wife, Azra Sheikh was included as an office bearer of the association. Both are having a direct clash of interest with the developer and were serving the developer's interest. They have also failed to produce and Sale Deed of any apartment in their favour.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.10 The Respondents No. 1 to 4 have suppressed the fact that Nadiya Rayani was the Treasurer of the Mathias Ocean Park Association and the wife of the waterproofing contractor of the Ocean Park Project. She has also failed to produce and

Sale Deed of any apartment in their favour. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.11 The Respondents No. 1 to 4 have suppressed the fact that in the AGM of 14.07.2024 **(ANNEXURE-R-32)** the following resolution was passed unanimously:

*"Dr. Peter asked for spot nominations from those present for post in the new EC. He requested those members having "conflict of interest" to refrain from the nominations. On enquiry, the condition of "conflict of interest" was clarified by Dr. Peter and Ms. Saloni. Another query regarding participation of ex-EC members was settled by opting for voting if need be. Ms. Saloni suggested that all members opting for EC should self-declare - no conflict of interest.*

*Based on the criteria that only house owners with registered sale deed and no conflict of interest should be nominated, a list of candidates was announced. The list included 19 persons including 6 who were absent. The list is as follows;*

*Mr Prashant Chopra*
*Mr. Caridade Perierra*
*Dr. Ashwin Naik*
*Mr. Rishi Merhotra*
*Dr. Rohan Badve*
*Mr. Ravish Hasija*
*Col. Bhupesh Kumar (Retd)*
*Mr. Jagbir Sinha*
*Mr. Chandrashekhar Sharma*
*Ms. Swati Joshi*
*Mr. George Thomas*
*Dr. Deb Chaudhuri*
*Dr. Peter Rodrigues*

*The 6 absent candidates were as follows;*

*Dr. Sushant*
*Ms. Belmira Mascarenhas*
*Ms. Shubhangi Khot*
*Ms. Divya Davda*

*Mr. Vishal Walavalkar*
*Ms. Prarthana Tendulkar*

*It was decided that the absent members would be co-opted if they were willing and met the criteria mentioned above."*

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.12 The Respondents No. 1 to 4 have suppressed the fact that in the interim period the son of a friend of Joe Mathias, Dr. Eugene Rent was the Secretary of the society. The Respondents No. 1 to 4 have also suppressed the email dated 11.05.2023 **(ANNEXURE-R-25)** sent by them to the owners of the Sector 1 of Phase 2 of project apartments which reads as under:

*"I am sure you would understand my situation which is very similar to your father's situation, who is also a Builder in Mangalore and a thorough gentleman. Your father also faced similar issues with his building project 'Aquamarine' comprising 48 flats and 2 Penthouses in Mangalore. The building license for this project was granted in 2010-11 with work starting immediately after which there was a gap of 6 years where work on the project completely stopped. Thereafter work resumed and Occupancy Certificate was granted only in Feb-2019 while possession was only provided in 2021-22 i.e. after approximately 12 years. I am aware of these facts as some of my relatives and close friends own flats in this project and have had to wait a long time to get possession of their flats.*

*Therefore, problems tend to occur in every sphere of life but what eventually matters is our approach in resolving these problems and moving ahead.*

***I am sure you would recall my gesture of help extended to you when serious allegations of 'Massive Fraud' were raised by Mr Prakash Agrawal against you in his email dated 08/04/2022, wherein he had threatened you with initiating civil/criminal action for the same. As that was a crucial time for you, where any such civil/criminal action would have caused complications, as you were in-the-midst of taking up a new assignment in Dubai and had resigned from Manipal Hospital to do so, you had approached me requesting for my intervention and help. Accordingly, I had intervened and done the needful to help you. Please find a copy of this email attached for your reference."***

This email has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

20.13 The election of people **"WITHOUT CLASH OF INTEREST"** is a cause of worry for the Respondents No. 1 to 4.

20.14 The Respondents No. 1 to 4 have suppressed the email dated 04.10.2024 **(ANNEXURE-R-34)** which states as under:

"As you may be aware, the government is currently tracking records for properties that have only completed the Agreement to Sale and have not yet executed the Deed of Sale. There are heavy penalties for evading Deed of Sale whereby the government is losing stamp duty and registration fees, which could affect those who have not finalized their transactions.

As an example to these tracking initiatives being made by the Government, the documentation formalities presently being undertaken for registration of Mathias Ocean Park Association, **as a Cooperative Housing Maintenance**

**Society, is requiring us to furnish details of owners who have not executed their Deed of Sale. In addition, Undertakings/Declarations are required to be submitted by both the Chief Promoter and the Developer for execution of pending Deed of Sale within 3 months with necessary cooperation from the respective Owners.**

Therefore, to avoid any penalties and to comply with government regulations, I would request Owners who have not executed their Deed of Sale, to take up the execution of their respective Deed of Sale on priority within the next 30 days. Completing the Deed of Sale also safeguards your legal interest as an owner to the property. If you have any questions or need assistance in this process, please do reach out to us.

The Respondents No. 1 to 4 have suppressed the fact the delay in formation of a cooperative society is due to the fault of the Respondents No. 1 to 4 for giving possession to prospective buyers without registration of sale deed.

This email dated 04 October 2024 has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands. This fact was known to the Respondents No. 1 to 4 from the beginning of the project when possession was granted by them without registration of the Sale Deed.

21. **WITH RFERENCE TO PARA No. 19 OF IA**

21.1 In the memorandum of third parties the Respondents No. 1 to 4 have **submitted a forged and fabricated list of owners of apartments in Sector 1 of Phase 2 of project**. I say that the Respondents No. 1 to 4 have deliberately and intentionally submitted a forged and fabricated list of Flat Owners of Sector

1 of Phase 2 of project. **This applicant puts the respondents to strict proof to submit the sale deeds of the apartments to prove that the purported owners of apartments of sector 1 of Phase 2 of project are legitimate owners of apartments in accordance with the public policy of India**.

21.2 The Respondents No. 1 to 4 have suppressed the name of the company that developed its Sector 4 of Phase 2 of project viz. Prestige Estate Projects Limited and its directors.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

21.3 The Respondents No. 1 to 4 have suppressed the details of the owners of apartments is Sector 4 of Phase 2 of project. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

21.4 The Respondents No. 1 to 4 have suppressed the names of owners of the 4 bungalows constructed in the project.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

21.5 The Respondents No. 1 to 4 have suppressed the details of Meridian Estates Private Limited a company belonging to the wife of the present Minister of Town and Country Planning Vishwajeet Rane in the Goa Government. Meridian Estates Private Limited have constructed a bungalow on the plot of

land admeasuring 940 M/2 on the Land bearing Survey No. 249/1-A at Village Taleigao. 300 M/2 was sold vide Sale Deed dated 05.07.2010 **(ANNEXURE-R-6)** executed between Mathias Construction Private Limited and Meridian Estates Private Limited. 640 $M^2$ was sold vide sale deed dated 24.10.2006 **(ANNEXURE-R-3)** executed between Joe/Marilla Mathias and Meridian Estates Private Limited. It is pertinent to mention that Meridian Estates Private Limited is owned by Divya Rane the wife of the present Minister of Town and Country Planning in the state of Goa.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

21.6 The Respondents No. 1 to 4 have suppressed the fact that Meridian Estates Private Limited have carried out the construction on the project land after the EIA notifications dated 07.07.2004 and 14.09.2006.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

21.7 This applicant states that it is against the public policy of india to split the project in parts. The EIA was supposed to be carried out for the entire project land bearing survey No. 249/1-A at Village Taleigao.

22. **WITH RFERENCE TO PARA No. 20 OF IA**: The Respondents No. 1 to 4 are making a foul cry about their concern for the apartment owners. Their only intention is to protract the trial.

They have intimated the owners vide email dated 24.09.2024 **(ANNEXURE-R-33)** and anyone who wishes to join the litigation is free to make an application for implement in the matter.

23. **WITH RFERENCE TO PARA No. 21 OF IA**

23.1 This applicant has no objection to Mathias Ocean Park Owners Association being a party to the present application as they are competent to protect the interest of the apartment owners in Sector 1 of Phase 2 of project.

23.2 This applicant has no objection to the RWA of Sector 4 to be made a party, in case there is no RWA formed in Sector 4 of Phase 2 of project then Prestige Estates Projects Limited Should be made a party to the proceedings.

23.3 The owners of 4 bungalows should be impleaded as parties to the suit.

23.4 Meridian Estates Private Limited and its directors should be made a party to this OA.

24. **SUPRESSION OF MATERIAL FACTS BY THE RESPONDENT NOS. 1 TO 4**

A) REGULAR AUDIT OF ACCOUNTS OF MATHIAS OCEAN PARK ASSOCIATION

24.1 The accounts of Mathias Ocean Park Association have regularly been audited and signed by its office bearers. The accounts have been signed by Joe Mathias (R-3) while he was the chairman of the Mathias Ocean Park Association. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to

4 have not approached this Hon'ble Tribunal with clean hands.

24.2 Income Tax has been paid by Mathias Ocean Park Association regularly. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.3 Audited accounts for the financial years 2015-2016 **(ANNEXURE-R-10),** 2016-2017 **(ANNEXURE-R-11),** 2017-2018 **(ANNEXURE-R-14),** 2018-2019 **(ANNEXURE-R-16),** 2019-2020 **(ANNEXURE-R-17),** 2020-2021 **(ANNEXURE-R-18)** are annexed.

**a.** The accounts for the year 2015-2016 have been signed by Joe Mathias singularly in capacity of Chairman of the Mathias Ocean Park Association.

**b.** The accounts for the year 2016-2017 have been signed by Joe Mathias singularly in capacity of Chairman of the Mathias Ocean Park Association. A provision for Income Tax Payment of Rs. 28,138.00 has been made by Mathias Ocean Park Association for the financial year 2016-2017.

**c.** The accounts for the year 2017-2018 have been signed by Joe Mathias in capacity of Chairman of the Mathias Ocean Park Association. Sadiq Sheikh has signed as Secretary and Satish Gupta has signed as Treasurer. A provision for Income Tax Payment of Rs. 22,948.00 has been made by Mathias Ocean Park Association for the financial year 2017-2018.

**d.** The accounts for the year 2018-2019 have been signed by Joe Mathias in capacity of Chairman of the Mathias Ocean Park Association. The accounts bear the signature

of Azra Sheikh, the electrical contractor of R1, as Secretary and Nadiya Rayani, the waterproofing contractor, as treasurer. A provision for Income Tax Payment of Rs. 20,662.00 has been made by Mathias Ocean Park Association for the financial year 2018-2019. An amount of Rs. 8,74,584.12 has been fraudulently transferred from the accounts of Mathias Ocean Park Association to Mathias Construction Private Limited without any justification and approval in the AGM.

**e.** The accounts for the year 2019-2020 have been signed by Joe Mathias singularly in capacity of Chairman of the Mathias Ocean Park Association. A provision for Income Tax Payment of Rs. NIL has been made by Mathias Ocean Park Association for the financial year 2019-2020. An amount of Rs. 57,92,366.58 has been fraudulently transferred from the accounts of Mathias Ocean Park Association to Mathias Construction Private Limited without any justification and approval in the AGM.

**f.** The accounts for the year 2020-2021 show "Excel Engineering Services" as a Sundry Debtor for an amount of Rs. 1,75,000.00. This is the firm owned by Sadiq Sheikh and his wife Azra Sheikh who were secretary of the Mathias Ocean Park Association for most period since the formation of the association.

B) **OFFICE BERARERS WERE NOT BONAFIDE & LEGITIMATE OWNERS OF APARTMENTS IN THE SECTOR 1 OF PHASE 2 OF PROJECT**

24.4 Shri Joe Mathias did not have a Sale Deed of any apartment executed in his name in Sector 1 of Phase 2 of project and continued to be the Chairman of Mathias Ocean Park Association.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.5 Shri Satish Gupta did not have a Sale Deed of any apartment executed in his name in Sector 1 of Phase 2 of project at that time and continued to be the treasurer of Mathias Ocean Park Association.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.6 Shri Sadiq Sheikh did not have a Sale Deed of any apartment executed in his name in Sector 1 of Phase 2 of project at that time and continued to be the Secretary of Mathias Ocean Park Association. Sadiq Sheikh is the electrical contractor for the Ocean Park Project though his firm Excel Engineering Services.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.7 Mrs. Azra Sheikh did not have a Sale Deed of any apartment executed in his name in Sector 1 of Phase 2 of project at that time and continued to be the Secretary of Mathias Ocean Park Association. Azra Sheikh is the electrical contractor for the Ocean Park Project though her firm Excel Engineering Services.

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.8 Mrs. Nadiya Rayani did not have a Sale Deed of any apartment executed in his name in Sector 1 of Phase 2 of project at that time and continued to be the Treasurer of Mathias Ocean Park Association though her firm Leak-proof Solutions. This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.9 For the first time in the AGM of 14.07.2024 the members have elected only "LEGITIMATE" owners of apartments as office bearers. The members have ensured that no person who is having clash of interest is a member of the executive committee of Mathias Ocean Park Association. This fact worries the developer.

C) **CONFLICTING CLAIM OF OWNERSHIP, TRANSFER OF LAND TO POLITICAL ENTITIES WITHOUT AQUIRING THE OWNERSHIP OF LAND AND DENIAL OF RESPOSNIBILITY TO CORRECT ANY DEFECT IN TITLE OF LAND**

24.10 In the draft agreement on the RERA website **(ANNEXURE-A-15)** the following is stated:

*"AND WHEREAS the said Mr. Ranjit Satardekar and Mrs. Vijaya R. Satardekar challenged the said inventory proceeding before the Hon'ble High Court of Bombay at Goa in first appeal no. 289/2006 which appeal came to be dismissed* ***on 14.03.2012 and it was declared that Mr. Joe Mathias and***

***his wife Mrs. Mariola Mathias ie. the Confirming parties herein were exclusive owners of the said Property being the remaining area of survey no. 249/1-A of Taliegao excluding the area of plot admeasuring 1500 sq. mtrs retained for the said Mr. Ranjit Satardekar and Vijaya Satardekar.****"*

Here it is claimed that Joe Mathias (R-3) & Mariola Mathias (R-4) and not R-1 became exclusive owners of the project land on 14.03.2012.

In the Sale Deed dated 01.02.2022 executed by Mathias Construction Private Limited with this applicant the follow is stated in paras P, R & S:

*"P. AND WHEREAS the said Mr. Joe Mathias, who thus acquired the rights to the inheritance of one of the legatees, participated in the said inventory proceedings and therein the SAID FULL PROPERTY came to be allotted to the said Mr. Joe Mathias in terms of the chart of allotment which came to be concluded by the final Order dated 18/08/2006 passed by the Civil Judge Senior Division at Mapusa in the said Inventory Proceedings."*

<u>How could Joe Mathias be exclusive owner of the property on 18.08.2006 when he himself says that he acquired the full ownership on 14.03.2012 ?</u>

*R. AND WHEREAS the said Mr. Joe Mathias as Proprietor of JMDC sold an area admeasuring 640 square meters to M/s. Meridian Estates Pvt. Ltd. vide Sale Deed dated 24/10/2006 registered before the Sub Registrar of Ilhas under No. 90 at Pages 540 to 556 of Book I, Volume No. 1737 dated 09/01/2007, out of the SAID FULL PROPERTY and thereby the balance area of 82,520 m2 continued with JMDC.*

How could Joe Mathias (R-3) transfer 640 M/2 of land to M/s. Meridian Estates Pvt. Ltd, a company belonging to Divya Rane who is the wife of the current Town and Country Planning in the Goa Government, transfer land on 24.10.2006 when Joe Mathias (R-3) himself claims that Joe Mathias (R-3) & Mariola Mathias (R-4) became the absolute owner of the land on 14.03,2012?

*S. AND WHEREAS JMDC was succeeded in its business by M/S. MATHIAS CONSTRUCTION PVT. LTD. (the PROMOTER VENDOR herein) vide Agreement dated 31/03/2009 as a result of which M/S. MATHIAS CONSTRUCTION PVT. LTD. became the Owner of all the assets and liabilities of the said JMDC including the SAID FULL PROPERTY.*

How could Joe Mathias (R-3) transfer the project land to M/s. Mathias Construction Pvt. Ltd (R-1), transfer land on 31.03.2009 when Joe Mathias (R-3) himself claims that Joe Mathias (R-3) & Mariola Mathias (R-4) became the absolute owner of the land on 14.03,2012?

This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

D) **INVOLVEMENT OF POLITICAL ENTITIES IN THE PROJECT**

24.11 When Joe Mathias (R-3) transferred 640 M/2 of land out of the land bearing survey No. 249/1-A at Village Taleigao to M/s. Meridian Estates Pvt. Ltd, a company belonging to Divya Rane on 24.10.2006 **(ANNEXURE-R-3)** her father-in-law Pratap Singh Rane Was the Chief Minister, Leader of Opposition and Speaker in Goa Government, Joe Mathias by

his own admission was not the owner of the project land. The Sale Deed is duly signed by Joe Mathis (R-3). This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.12 When Mathias Construction Private Limited (R-1) transferred 300 M/2 of land out of the land bearing survey No. 249/1-A at Village Taleigao to M/s. Meridian Estates Pvt. Ltd, a company belonging to Divya Rane on 05.07.2010 **(ANNEXURE-R-6)** her father-in-law Pratap Singh Rane Was the Chief Minister, Leader of Opposition and Speaker in Goa Government, Joe Mathias by his own admission was not the owner of the project land. The Sale Deed is duly signed by Joe Mathis (R-3). This information has been deliberately and intentionally suppressed by the Respondents No. 1 to 4 from This Hon'ble Tribunal. This applicant states that the Respondents No. 1 to 4 have not approached this Hon'ble Tribunal with clean hands.

24.13 I say that the there is a nexus between the Respondents No. 1 to 4 and Meridian Estates Private Limited whose director is the wife of the current Minister of Town and Country Planning in the Goa Government.

24.14 Using the influence of Shri Pratap Rane the Respondents No. 1 to 4 were able to obtain the following development permissions from the North Goa Planning and Development Authority (R-10):

i) Made an application dated 03.05.2006 to NGPDA **(ANNEXURE-R-1)** for Grant of Development Permission in Capacity of owner of the project land prior to the self-

proclaimed date of ownership of 18.08.2006 and 14.03.2012.

ii) Development Permission dated 14.06.2006 granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 18.08.2006 and 14.03.2012. **(ANNEXURE-R-2)**

iii) Development Permission dated 02.02.2007 granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012. **(ANNEXURE-R-4)**

iv) Development Permission dated 05.08.2010 granted to Joe Mathias (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012. **(ANNEXURE-R-7)**

v) Development Permission dated 08.02.2012 granted to Joe (R-3) by NGPDA (R-10) prior to the self-proclaimed date of ownership of 14.03.2012. **(ANNEXURE-R-8)**

vi) Aware of the defects in the title of the property Joe Mathias (R-3) wrote to owners of apartments in the Sector 1 of Phase 2 of project on 26.04.2024 **(ANNEXURE-R-29)** as follows:

*"Once again, I would like to let you know that should there be any flaw in the title of the property, you can be reset assured that I/we will do all that it takes to defend and protect your rights and interest of your apartments of which you are the rightful owners of."*

In this letter there is no reference to the clause inserted by the respondent Nos. 1 to 4 in the sale deed executed by them for Sector 4 of Phase 2 of project flat purchasers wherein they claim ownership on 14.03.2012. No reference has been made

about the order dated 14.03.2012 of the Hon'ble Bombay High Court – Goa Bench in First Appeal No. 289/2006.

The respondent Nos. 1 to 4 also suppressed that the owner of Meridian Estates Private Limited is the wife of the present town and country planning minister in the Goa Government.

A similar clarificatory mail dated 12.07.2024 **(ANNEXURE-R-31)** was sent by the Respondents No. 1 to 4.

25. **INTIMIDATION OF THIS APPLICANT BY THE RESPONDENTS NO. 1 TO 4**

25.1 Since the time the applicant has started raising his voice against the blatant violations of various acts and the involvement of the political entities with the respondent Nos. 1 to 4 this applicant is being victimized and intimidated using their influence in the Goa Police.

25.2 A copy of my letter dated 25.01.2025 **(ANNEXURE-R-35)** sent to the authorities where I was prevented by the crime branch of Goa Police to attend the inspection by the Fire and Emergency Services in the State of Goa which was held on 24.01.2024

26. **SUGGESTIONS ON BEHALF OF THE ORIGINAL APPLICANT:**

26.1 That the following parties shall be impleaded as Respondents:

A) M/s. PRESTIGE ESTATES PRIVATE LIMITED

Through Directors/Authorised Person
Having its Address: 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore-560001 (KA)
Phone No. 8025591080, Email: properties@vsnl.com

B) M/s. MATHIAS OCEAN PARK ASSOCIATION (MOPA)

Through Chairman/ Secretary/Authorised Person

Having its Address: 1st Floor, Club House, Mathias Ocean Park, Opp. NIO Colony, Dona Paula, North Goa-403004
Phone No. 08322425454, Email: ecmopa2021@gmail.com

C) M/s. MERIDIAN ESTATES PRIVATE LIMITED

Through Directors/Authorised Person
Having its Address: C/o Shri. Vishwajit Rane, Opp. NIO Colony, Dr E Borges Road, Donna Paula, Goa-403004
Phone No. 0832-2465801, Email: Mepl@gmail.com

26.2 Therefore, PP may kindly be directed to provide the amended Memo of Parties for the impleadment of above parties as Respondents in OA.

27. IA of the PP may kindly be dismissed.

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 1554
DATE 31/01/25

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 REPLY TO IA FOR IMPLEADMENT**

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 ____

On this day of January 2025

**DEPONENT**

NOTARY
YOGENDRA S. JAMBHULKAR
Nagpur Dist.
(M.S.) INDIA
Regn. No.
8196
GOVT. OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

SEAL OF NOTARY
YOGENDRA S. JAMBHULKAR
Nagpur Dist.
(M.S.) India
Reg. No.
8196
GOVT. OF INDIA

SWORN BEFORE ME ON THIS 31
DAY OF Jan 2025 AT NAGPUR BY
SHRI/SMT./KU. Prakash Agrawal
R/O ..... WHO HAS BEEN IDENTIFIED
BY SHRI/SMT. .....
ADVOCATE, NAGPUR.

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

1414

"Ocean Park" (343)
Phase II
Dona Paula.

**ANNEXURE-R-1**
**FORM "B"**

*(See Rule 13)*

**Application for permission for development under Section 44 of the Goa, Daman and Diu Town and Country Planning Act, 1974.**

From (Name of the owner of land) : Mr JOE MATTIAS.

Address : MATTIAS PLAZA,
PANJIM-GOA.

**To,**
**The Member Secretary,North Goa Planing and Development Authority,**
**Mala – Link Road,**
**Mala, Panaji - Goa.**

Sir,

I intended to carry out the under mentioned development in the site or plot of land, Town and Revenue Survey No. 249/1-A of village Taleigao street or road named in the ward _____ or Division, in accordance with the provisions of Section 44 of the Goa, Daman and Diu Town and Country Planning Act, 1974, and rule 13 of the Planning and Development Authority Rules, 1977.

Particulars of proposed development :-

1. I forward herewith :
   (a) * A site plan.
   (b) * A detailed plan (six copies).
   (c) * An extract of record of rights/property register card (any other document showing ownership of land to be specified).
   (d) * A cash receipt of the fees paid to the Planning and Development Authority.

2. I request that the proposed development may be approved and that permission be accorded to carry out the development.

Signature of the Architect / Engineer/
Town Planner registered with Planning
And Development Authority

PRINCE M. NAIK
NGPDA/ENG/07

Date :

COPY ISSUED UNDER
RIGHT TO INFORMATION ACT 2005

PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

for

Signature of the owner of the land.
Attorney

* Strike out which is not applicable

Received by ..... Date: 3 MAY 2006
Inward No. 2254
North Goa Planning and Development Authority

TRUE COPY

ANNEXURE-R-2

# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archidiocese Bldg., 1st Floor, Mala Link Road,Panaji – Goa.

Ref: NGPDA/ 342 / 682 /06

Date: 14 JUN 2006

## ORDER

(Development Permission under Section 44 of the Town & Country Planning Act, 1974)

Whereas application has been made by Shri Joe Mathias ---------- for development permission in accordance with the provision of Section 44 of the Goa Town & Country Planning Act, 1974, for Construction of group housing Scheme, Compound wall, Swimming pool and mini sewage treatment plant with respect to his/her land zoned as Partly C2 & partly C1 Zone In O.D.P. and situated at Dona Paula, Taleigao City / village bearing Survey No. 249/1-A Chalta No. ------ P.T.Sheet No. ---------- plot No. ---------- approved sub-division reference number ---------- dated ------

And whereas Development charges affixed at Rs. 29,03,202.00 has been paid.

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following:

1) The permission has been granted as per the approved plans hereby annexed.

2) This permission shall be valid for a period of three years and not transferable.

3) The commencement of the development work and its completion shall be done under prior intimation to this Authority.

4) The permission is liable to be revoked if it is based on false information/wrong plans/calculation/documents or on other accompaniments of the application are found to be incorrect or wrong at any stage or after the grant of the permission and the applicant will not be in the event of course of the action will be entitled for any compensation.

5) Any change to be effected in the approved plans/change in the use of the approved built up space requires prior permission of this Authority.

6) Prior to commencement of development work, it will be incumbent upon the applicant to have conversion sanad of use of land as contemplated under the Goa, Daman & Diu Land Revenue Code 1968.

7) Grant of development permission shall not mean to give any right to the applicant for making/ laying claim for water connection from the Government of Goa or any concerned Authorities.

8) The applicant/s shall obtain necessary Licence / Approval / permission etc. (Municipality / Forest Dept. / P.W.D. etc.

9) The developer / applicant should display a pucca hoarding / sign board (1 x 0.50 mts.) with write-up in black colour on white background at the site of development clearly indicating the Order Number with date of this Authority readable from a distant point. In case of no compliance appropriate action shall be taken as per the provisions of Town & Country Planning Act, 1974.

10) In case of property is adjacent to the National Highway, State Highway, permission be taken from P.W.D. before commencement of development work.

11) In case of any cutting is involved as per the provisions of Section 17(A) of Town & Country Planning Act. "Any cutting of any hilly land or sloppy land having gradient of 1:10 or more and any low lying below 50 cms. or more from the adjoining ground level." Permission from the Chief Town Planner of the Government of Goa should be obtained before the commencement of development/any other work.

12) Traditional access, rain water drain, if any passing through the property should not be blocked and the status of it should be maintained to the satisfaction of the local Authority.

13) Completion Certificate should be obtained from this Authority before applying for Occupancy Certificate in Corporation / Panchayat.

14) Required building set backs from the property boundary, existing road should be strictly maintained.

15) Area affected by road widening shall be duly asphalted and surrendered to the local authority before obtaining Completion Certificate.

16) The balconies proposed should not be covered in any fashion, which may lead to excess F.A.R.

17) Distance between the buildings within the property should be maintained as shown in the site plan.

18) Any major changes in the proposed building should be got approved from this Authority before executing such changes, failure to which strict action will be initiated.

19) Stilt floor shall be used for the purpose of parking only and in no way it should be used for any other use.

20) 15% open space as shown on the site plan shall be developed as usable open space.

21) Area affected by road widening shall be asphalted and developed as per P.W.D. specifications.

22) Any other permission if required under any relevant act shall be obtained prior to the commencement of work.

23) Provision of required car parking spaces shall be made available to the project and entry and exit to the parking floor shall be provided.

24) In no way the height of the building above the stilt shall exceed 24.10 mts. in C1 Zone and 16.00 mts. in C2 Zone as per the prevailing regulations in force.

25) N.O.C. from the Chief Fire Officer shall be obtained before commencement of the work.

26) This Development Permission shall be construed only so far that the plans have been approved as regards the Zone location, height, number of storeys, courts and open spaces and use of the building.

27) This Development Permission shall not in any way construed to be a document conforming (a) Title or interest of the holder of the permission to the relevant land or building or both.

This permission is granted subject to the provisions of the Town & Country Planning Act, 1974 and Rules and Regulations framed thereunder.

By order from the North Goa Planning and Development Authority.

( RAJESH J. NAIK )
MEMBER SECRETARY

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY * PANAJI *

To,
Shri Joe Mathias,
18th June Road,
Panaji Goa.

Copy to:

1) The Secretary, Village Panchayat, Taleigao Goa. *

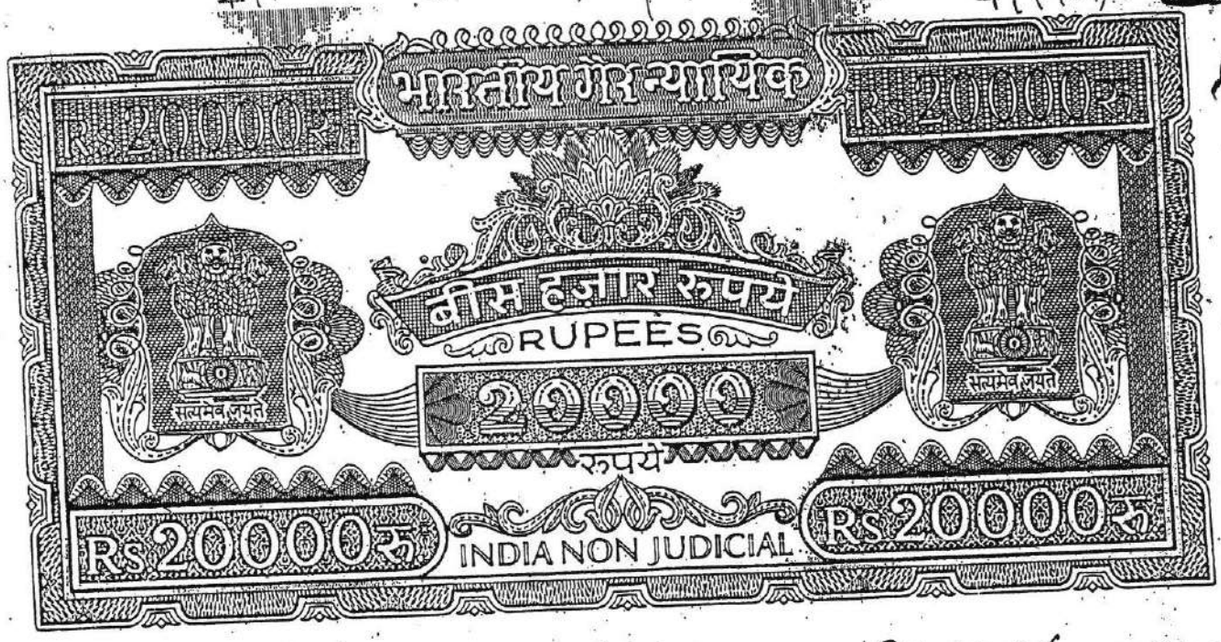
2) The Commissioner, The Corporation of City of Panaji, Panaji Goa. *

* Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.

TRUE COPY

ANNEXURE-R-3

19




गोवा GOA

Sr. No. 1666 — Date of issue 20-10-06 002630

Value of Rs. Twenty thousand only

Name of Executant Maruthi Estates Pvt. Ltd.

Residing at Canacona Goa

As there is a Twenty

Additional Rs. Twenty thousand & five hundred only attached along with.

Signature of Executant

Stamp Vendor

SALE DEED

Serial No. 2853/06

Presented at the Office of the Sub-Registrar Canacona between the hours of 4.00 pm and 5.15 pm on 24/10/2006

SUB-REGISTRAR
CANACONA

Received fees for Rs. NR

Registration 25700.00

Copying (Folios) 0 0.00

Copying Endorsements 25.78

Postage

Total Rs.

SUB-REGISTRAR
CANACONA

5000Rs.




Sr. No. 1666 ... Date of Verd :- Pmnt. Date of issue 20-10-08

Value ... Five thousands only

Name of ... Meridian Estates Pvt. Ltd.

Residing at Ramnagar Tuensth...

As More in ...

Five thousand five hundred only ... is attached

Additional ...

along with.

Signature of the Purchasers

Signature of the ...

**SALE DEED**

2.

500Rs.




Sr. No. 1666 Place of Vend :- Panaji Date of issue 20-12-00
Value of stamp paper Five Hundred Only
Name of the purchaser Meridian Estates Pvt Ltd
Residing at Panjim Goa
As there is no [illegible] Twenty
Five Thousand Five Hundred Only is attached
Additional stamp
along with.

Signature of the [illegible] Signature of the Purchaser

**SALE DEED**

3

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

GOA

DATE 24/10/06 SER. NO. 62449 VALUE 100/-

NAME OF PURCHASER Maridan Estates Pvt Ltd 048105

RESIDENT OF Panjim PURPOSE .....

PLACE OF VENDOR PANAJI.

Borres

SIG. PURCHASER

SIGN VENDOR

BELARMINO D'SILVA

LIC. NO. AC/STP/VEN 99/2000

## DEED OF SALE

THIS DEED OF SALE is made at Panjim Goa on this 24rd day of October, of the year 2006.

**BETWEEN**

a) **MR.JOE MATHIAS**, son of Late Marcelino Mathias, aged 57 years, businessman, Indian, National, residing at Villa Mathias, Altinho, Panaji-Goa, and Mrs. Mariola Mathias wife of Mr Joe Mathias, Indian National, residing at Villa Mathias, Althino, Panjim, Goa herein represented by her lawful attorney Mr Joe mathias by virtue of power of attorney executed before Kishori Fugro Notary Panjim copy of which annexed herein above referred as the **VENDORS** (which expression shall, unless repugnant to the context or meaning thereof include their respective heirs, successors, executors, administrators, legal representatives and assigns) **OF THE FIRST PART.**

**AND**

b) **MERIDIAN ESTATES PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, having its registered office at Goa, hereinafter referred to as the '**PURCHASERS**' (which expression unless repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, executors, representatives and assigns) represented herein by its Authorised Signatory Ms.Clemex Torres, aged 19 Years, Executive , Indian National residing at Dona Paula, Ilhas, Panjim, Goa, in terms of the Resolution of the Board of Directors dated October 20, 2006 of the **SECOND PART;**

**WHEREAS** there exists a property situated at Taleigao Plateau, Dona Paula, Tiswadi, Taluka Goa, surveyed under 249/1-A of Taleigao Village more particularly described in the **Schedule I** hereunder, written and hereinafter referred to as the **SAID PROPERTY.**

**AND WHEREAS** the **SAID PROPERTY** which is the part of the original property described in the Land Registration Office of Ilhas, under No.14890 at page 91 of Book B-39 (new) originally belonging to Shri Andre Andrade.

**AND WHEREAS** upon the death of Shri Andre Andrade on 22/4/1959 in the status as widower, as his wife had expired on 19/5/1940, leaving behind the children namely (1) Mr.Sebastian Andrade married Clotildes Fernandes, (2) Mrs. Santana Andrade married to Lawrence Mergulhao, (3) Mrs. Conceicao Andrade married to Mr.Aleixo Barreto and (4) Mrs.Vijaya Andrade married to Mr.Raghunath Narvekar.

AND following the death of said Shri Andre Andrade Inventory Proceedings bearing No.993/40 were initiated in the Court of the Civil Judge Senior Division at Panjim-Goa, which further came to be transferred to Mapusa under New Inventory Proceedings No.310/04 hereinafter referred to as the **SAID PROCEEDINGS.**

**AND WHEREAS** a Deed of Sale dated 1/7/1998 registered in the office of the Sub-Registrar of Ilhas under No.1706 at pages 85 to 128, Book No.1, Vol.No.713 on 28/9/1998 Smt.Vijaya Andrade sold her 1/10$^{th}$ share in the **SAID PROPERTY** to Mr.Joe Mathias.

**AND WHEREAS THE SAID PROCEEDINGS** came to be concluded by final order passed by the Court of Civil Judge Senior Division at Mapusa on 18$^{th}$ August, 2006 finalizing Chart of Allotment drawn on the basis of Licitacao (Auction) of the estate of Andre Andrade.

**AND WHEREIN THE SAID PROPERTY** came to be allotted to the Party of the First Part, putting him in possession and ownership on the **SAID PROPERTY.**

**AND WHEREAS** the VENDOR has offered to sell and the PURCHASER has agreed to buy a sub-plot in the said property admeasuring 640 sq.mts. which plot is hereinafter referred to as the **SAID PLOT** and is more particulary described in SCHEDULE II hereunder and is for better clearness delineated in ~~red~~ green colour in the plan annexed hereto.

AND WHEREAS the parties have agreed to sign these presents upon terms, covenants and conditions hereinafter appearing.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS WITNESSETH AS UNDER:

1) That in pursuance of the afforedsaid agreement and in consideration of the sum of Rs.12,80,000/- (Rupees Twelve Lakhs Eighty Thousand Only) paid by the **PURCHASER** to the **VENDOR** before execution of these presents (the receipt of which amount the **VENDOR** does hereby admit and acknowledge) the Vendor as the absolute owner of the said property having therein the **SAID PLOT** admeasuring 640 sq.mts. more particularly described in **SCHEDULE II** hereunder written within the limits of Taleigao Village situated at Taleigao Plateau, Dona Paula, Tiswadi, Taluka Goa, surveyed under 249/1-A of Taleigao Village do hereby convey, transfer and assure unto the Purchaser by way of SALE all that part of the said plot which admeasures 640 **sq. mts.** in area and is particularly described in the **Schedule (II)** hereunder written and is for better clearness delineated on the plan thereof hereto annexed and is marked thereon with ~~red~~ green coloured lines free from all encumbrances, defects in title, charges or lien of whatsoever nature.

AND further with all rights in all and singular the trees, plants, shrubs, ways, paths, passages, water, watercourses, light, liberties, privileges, easements, rights and appurtenances, whatsoever, to the **SAID PLOT** or any part thereof belonging or in the said land or any part thereof belonging or in any wise appertaining with the same or any part thereof or any part thereof now or at any time heretofore usually held, used, occupied, or enjoyed or reputed or known as part or member thereof and to belong or be reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALL the rights and shares in **ALL THE ESTATE** right, title, interest, claim, and

demand whatsoever at law and in equity of the vendor into or out of or upon the said land or any part thereof **TO HAVE AND TO HOLD ALL** and hereby conveyed, transferred and assured or intended or expressed so to be with all their rights, members and appurtenances thereto, unto and to the use and benefit of the purchaser forever.

2) **AND THE VENDOR** do hereby for themselves or their executors, administrators, covenant with the Purchaser as under:-

**THAT** the vendor now has in themselves good right, full power and absolute authority to convey, transfer and assure the SAID PLOT, hereby conveyed, transferred and assured or intended so to be unto and the use of the Purchaser in the manner aforesaid;

**AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter in respect of the rights and shares, to peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the said premises hereby conveyed transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the **VENDOR** or by any persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them.

**AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the **VENDOR** and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all estates, titles, charges and encumbrances whatsoever either already or to be hereafter had, made executed, occasioned or suffered by the **VENDOR** or by any other person or persons lawfully or equitably claiming or to claim by from or in trust for them or any of them.

**AND FURTHER THAT** they the **VENDOR** and all persons having or lawfully or equitably claiming any estate, right title or interest at law or in equity in the said premises in respect to the said premises hereby granted, conveyed, transferred and assured or any part thereof, by, from, under or in trust for them the vendor or their heirs or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the Purchase their successors or assigns or their counsel-in-law and assuring the said premises and every part thereof hereby conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

3. **THE VENDOR** hereby gives his no objection for mutation of the record of rights pertaining to the **SAID PLOT.**

4. The market value of the **SAID PROPERTY** is Rs.**12,80,000/- (Rupees Twelve lakhs Eighty Thousand Only)** and Stamp duty of Rs.**25,600/- (Rupees Twenty Five Thousand Six Hundred Only)** is paid, which is borne by the **PURCHASER.**

5. The Vendor hereby covenants having placed the purchaser in vacant and exclusive possession of the said plot.

## SCHEDULE-I

## (DESCRIPTION OF SAID PROPERTY)

All that property admeasuring 83,160 sq.mts. Surveyed under No.249/1-A of Taleigao Village, presently situated within the Limits of the Corporation of the City of Panaji and bounded as under:-

| | |
|---|---|
| EAST: | By the property surveyed under No.248 of Taleigao Village. |
| WEST: | By the property surveyed under Nos.250/1, 253/2 and 253/3 of Taleigao Village.; |
| NORTH: | By 15mtrs wide Public road; |
| SOUTH: | By the property surveyed under No.247, 250/1, 250/1, 250/4, 250/5 and 253/1 to 3 of Taleigao Village. |

This property is the part of the entire property known as Maulinguem described in the Land Registration Office of Ilhas under No.14890 at page 91 of Book B-3 (New) and enrolled in the Taluka Revenue Office of Panaji under Matriz No.306 and having old Survey No.785 admeasuring about 1,30,413 sq.mts.

## SCHEDULE –II
## (DESCRIPTION OF SAID PLOT)

**ALL THAT** plot of land admeasuring 640.00 square meters forming a part of the **SAID PROPERTY** more particularly described in the Schedule-I hereinabove,. This SAID PLOT is bounded as under:

| | | |
|---|---|---|
| EAST | : | 6 mts. wide road |
| WEST | : | Part property surveyed under No.249/1-A |
| NORTH | : | 30 mts. wide road |
| SOUTH | : | Property bearing S.No.250 |

**IN WITNESS WHEREOF** the parties hereto have set their hands to the present Deed of Sale on the day, month and year first hereinabove written.



SIGNED AND DELIVERED
By the within named **VENDORS**
**MR.JOE MATHIAS for self & attorney of his wife Mrs.Mariola Mathias**
**OF THE FIRST PART**

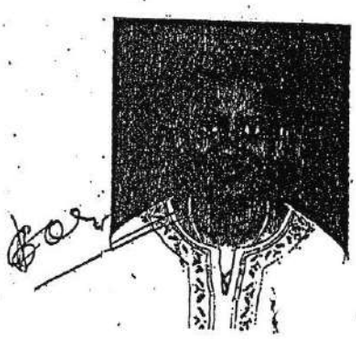
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4. _____
5. _____

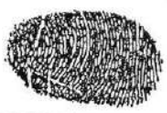
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4. _____
5. _____

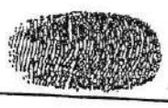
(Right hand finger prints)

COMMON SEAL OF THE COMPANY )
MERIDIAN ESTATES PRIVATE )
LIMITED is hereto affixed and )
Smt Clemex Torres, Director of the Company )
has put her signature on this )
Deed of Sale pursuant to the )
Resolution passed in its Board )
meeting held on October 20th 2006 )
By its Authorised Signatory Ms. Clemex Torres )

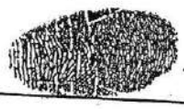




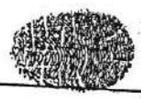
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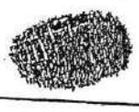
2._____



3._____

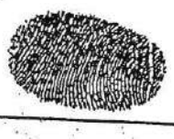


4._____

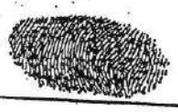


5._____

(Left hand finger prints)



1._____



2._____



3._____



4._____



5._____

(Right hand finger prints)



IN THE PRESENCE OF (WITNESSES):

1) Hemant Sharma

2) Mahadev Nanaware

GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

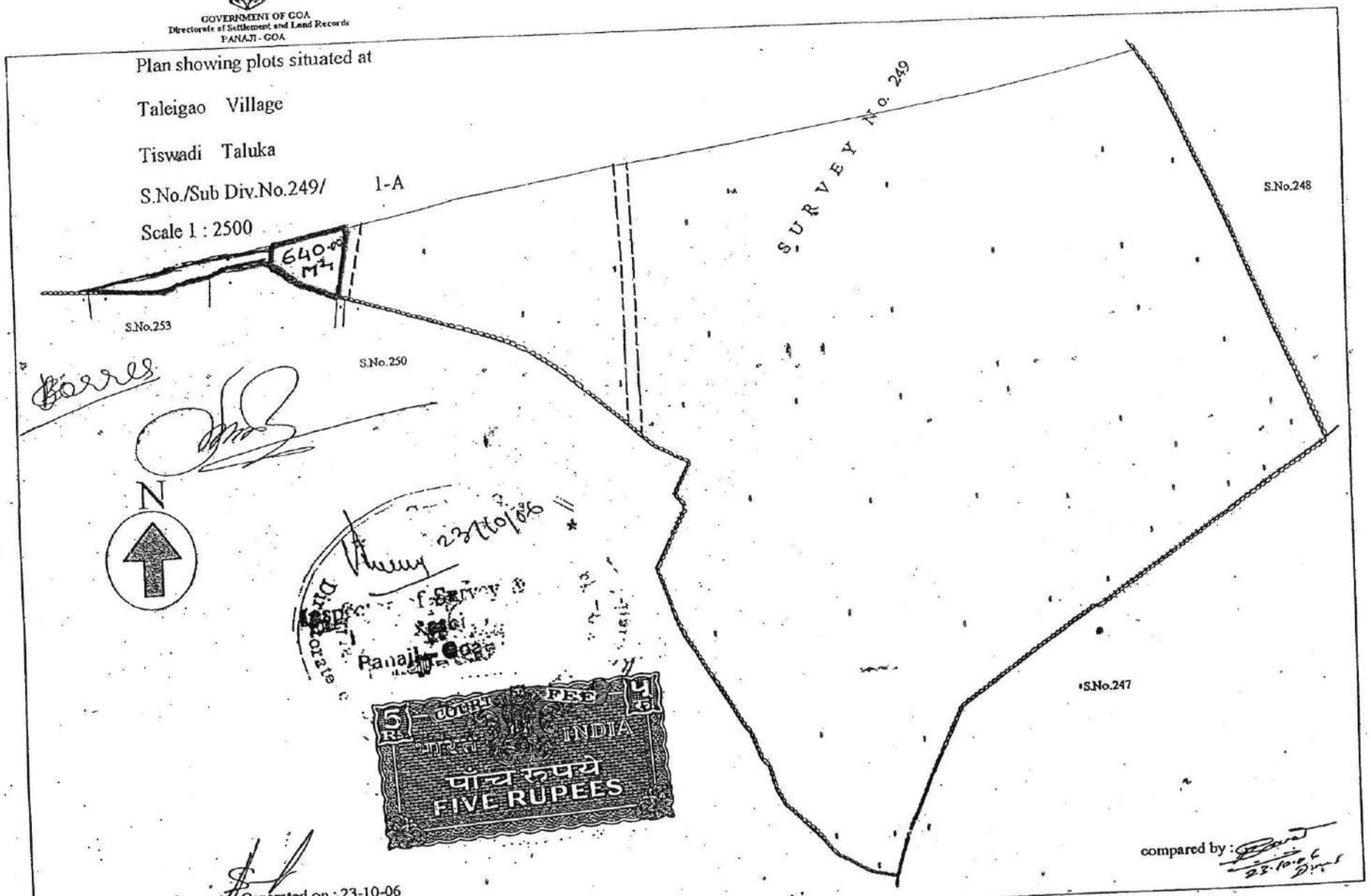
Plan showing plots situated at

Taleigao Village

Tiswadi Taluka

S.No./Sub Div.No.249/ 1-A

Scale 1 : 2500




Computer Generated on : 23-10-06

compared by :

23.10.06

60

1431

1) Mr Joe Mathias, S/o late Marcelino Mathias, 57 yrs, Businessman, R/o. Altinho-Panaji for self and as attorney of his wife Mrs. Mariola Mathias

2) Ms. Clemex Torres, 19 yrs, Executive, R/o Dona-Paula, Panjim-Goa as Authorised Signatory of Meridian Estates Private Limited

Executing party/s 1 & 2 personally known to us & admits execution of the so called deed

1)

2)

Resolution Passed by Board of Directors of Meredian Estates Pvt. Ltd meeting held on 20/10/2000 is furnished today

24th october 2000

Noe NO.NaPDA/49(6)/839/2761/06,
Dated:-13th Dec.2006, furnished.-
Panaji, dtd:-29th Dec.06.-

SUB-REGISTRAR
ILHAS

Registered No. 90
at pages 540 to 556
Book No. 1 Volume No. 1737
Date 9/1/2007

Sub-Registrar

THE SEAL OF THE SUB-REGISTRAR OF ILHAS
PANAJI

Note of Return:- This document will be returned on:-9/1/2007

SUB-REGISTRAR,
ILHAS

TRUE COPY

236 23 (b)

ANNEXURE-R-4

# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archidiocese Bldg., 1st Floor, Mala Link Road,Panaji – Goa.

Ref: NGPDA/ 342 / 3276 /07 Date: 12 FEB 2007

## ORDER

(Development Permission under Section 44 of the Town & Country Planning Act, 1974)

Whereas application has been made by Shri Joe Mathias ---------- for development permission in accordance with the provision of Section 44 of the Goa Town & Country Planning Act, 1974, for Construction of group housing Scheme (Revised) ------ ---------- with respect to his/her land zoned as Partly C2 & partly C1 Zone In O.D.P. and situated at Dona Paula, Taleigao City / village bearing Survey No. 249/1-A Chalta No. ------ P.T.Sheet No. ---------- plot No. ---------- approved sub-division reference number ---------- dated ------

And whereas Development charges affixed at Rs. 11,86,982/- has been paid.

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following:

1) The permission has been granted as per the approved plans hereby annexed.

2) This permission shall be valid for a period of three years **from the date of issue of Development Permission order dated 14-6-2006** and not transferable

3) The commencement of the development work and its completion shall be done under prior intimation to this Authority.

4) The permission is liable to be revoked if it is based on false information/wrong plans/calculation/documents or on other accompaniments of the application are found to be incorrect or wrong at any stage or after the grant of the permission and the applicant will not be in the event of course of the action will be entitled for any compensation.

5) Any change to be effected in the approved plans/change in the use of the approved built up space requires prior permission of this Authority.

6) Prior to commencement of development work, it will be incumbent upon the applicant to have conversion sanad of use of land as contemplated under the Goa, Daman & Diu Land Revenue Code 1968.

7) Grant of development permission shall not mean to give any right to the applicant for making/ laying claim for water connection from the Government of Goa or any concerned Authorities.

8) The applicant/s shall obtain necessary Licence / Approval / permission etc. (Municipality / Forest Dept. / P.W.D. etc.

9) The developer / applicant should display a pucca hoarding / sign board (1 x 0.50 mts.) with write-up in black colour on white background at the site of development clearly indicating the Order Number with date of this Authority readable from a distant point. In case of no compliance appropriate action shall be taken as per the provisions of Town & Country Planning Act, 1974.

10) In case of property is adjacent to the National Highway, State Highway, permission be taken from P.W.D. before commencement of development work.

11) In case of any cutting is involved as per the provisions of Section 17(A) of Town & Country Planning Act. "Any cutting of any hilly land or sloppy land having gradient of 1:10 or more and any low lying below 50 cms. or more from the adjoining ground level." Permission from the Chief Town Planner of the Government of Goa should be obtained before the commencement of development/any other work.

12) Traditional access, rain water drain, if any passing through the property should not be blocked and the status of it should be maintained to the satisfaction of the local Authority.

13) Completion Certificate should be obtained from this Authority before applying for Occupancy Certificate in Corporation / Panchayat.

14) Required building set backs from the property boundary, existing road should be strictly maintained.

15) Area affected by road widening shall be duly asphalted and surrendered to the local authority before obtaining Completion Certificate.

16) The balconies proposed should not be covered in any fashion, which may lead to excess F.A.R.

17) Distance between the buildings within the property should be maintained as shown in the site plan.

18) Any major changes in the proposed building should be got approved from this Authority before executing such changes, failure to which strict action will be initiated.

19) All the conditions laid in the order issued vide Ref. No. NGPDA/342/682/06 dated 14-06-06 stand valid.

This permission is granted subject to the provisions of the Town & Country Planning Act, 1974 and Rules and Regulations framed thereunder.

By order from the North Goa Planning and Development Authority.

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY * PANAJI *

(RAJESH J. NAIK)
MEMBER SECRETARY

To,
Shri Joe Mathias,
18th June Road,
Panaji Goa.

Copy to:

1) The Secretary, Village Panchayat, Taleigao Goa. *

2) The Commissioner, The Corporation of City of Panaji, Panaji Goa. *

* **Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.**

/m

TRUE COPY

1436

ANNEXURE-R-5

तार :
Telegram : PARYAVARAN,
NEW DELHI
दूरभाष :
Telephone : & Fax 24360795
टेलेक्स :
Telex : W-66185 DOE IN
FAX : 4360678

228

भारत सरकार
पर्यावरण एवं वन मंत्रालय
GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT & FORESTS
पर्यावरण भवन, सी. जी. ओ. कॉम्प्लेक्स
PARYAVARAN BHAVAN, C.G.O. COMPLEX
लोदी रोड, नई दिल्ली-110003
LODHI ROAD, NEW DELHI-110003

No. 21-16/2007-IA.III

Dated : 20.06.2007

## CORRIGENDUM

**Subject:** **Construction of "Ocean Park " at Survey No. 249/1-A, Village Taleigao, Tiswadi, Panjim, Goa by M/s. Mathias Constructions Pvt. Ltd. Goa– Environmental Clearance – reg**

Sir,

In continuation to this Ministry's sanction letter of even number dated 16.5.2007, the corrections in the environmental clearance under reference may be read as :

i). Construction of "Ocean Park " at Survey No. 249/1-A, Village Taleigao, Tiswadi, Panjim, Goa by Mr. Joe Mathias, Goa– Environmental Clearance – reg

**in place of**

Construction of "Ocean Park " at Survey No. 249/1-A, Village Taleigao, Tiswadi, Panjim, Goa by M/s. Mathias Constructions Pvt. Ltd. Goa– Environmental Clearance – reg

ii). In para (2) – It is, interalia, noted that Mr. Joe Mathias, Goa **in place of** It is, interalia, noted that M/s. Mathias Constructions Pvt. Ltd, Goa

iii). In Part A- Specific Conditions I (i) Consent for Establishment shall be obtained from Goa State Pollution Control Board **in place** of Consent for Establishment from Karnataka State Pollution Control Board

2. All other items remain unchanged.

Yours faithfully,

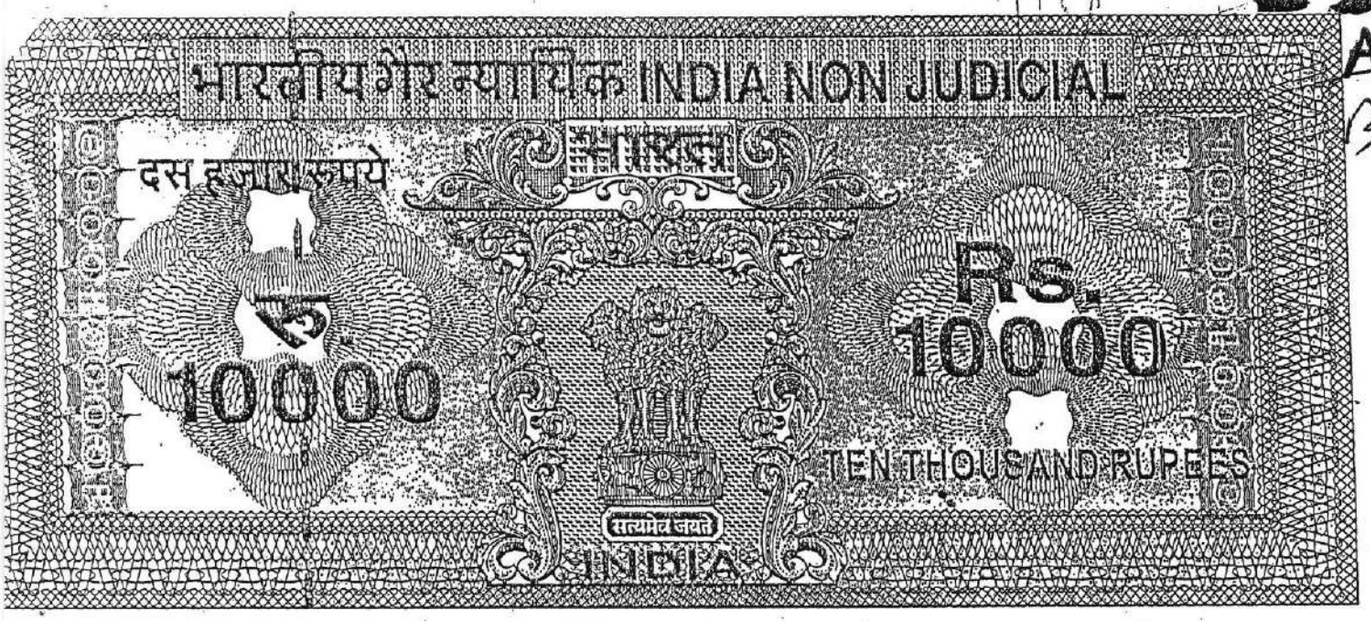
(Bharat Bhushan)
Director

Copy to :
1. The Secretary, Department of Environment, Government of Goa, Panjim, Goa
2. The Member Secretary, Goa Pollution Control Board, Dempo Tower, 1st Floor, Patto Plaza, Panjim, Goa- 403 001
3. The CCF, Regional Office, Ministry of Environment and Forests (SZ), Bangalore, Kendriya Sadan, IV Floor, E&F Wings, 17th Main Road, Koramangala II Block, Bangalore
4. IA- Division, Monitoring Cell, MoEF, New Delhi-3
5. Guard File

TRUE COPY

ANNEXURE-R-6

19 A B




गोवा GOA

Serial No 8469 Place of Vendor Panaji Date 02/7/10. 017448
Value of Stamp Paper 10000
Name of Purchaser Meridian Estates Pvt. Ltd.
Residence ——— Name of Father ———
Purpose ——— Transacting Parties :

Sign of Stamp Vendor
Mangala N. Karapurkar
License No AC/STP/VEN/747/08

Sign. of Purchaser

1986

rial No
esented at the Office of the
ub-Registrar of Ilhas
etween the hours of 10
and 1pm on 9/7/2010

Received fees for Rs. 10070/-
Registration 60
Copying (Folios) 10
Copying Endorsements
Postage
Total Rs 70/-

SUB-REGISTRAR
ILHAS 9/7/10

SUB-REGISTRAR
ILHAS

## SALE DEED

**THIS SALE DEED** is made at Panaji-Goa, on this 5th day of July, 2010;




गोवा GOA

Serial No 844 Place of Vendor Panaji Date 02/7/10.
Value of Stamp Paper 100/-
Name of Purchaser Meridian Estates Pvt. Ltd.
Residence ——— Name of Father ———
Purpose ——— Licensed
Stamp Vendor

Sign of Stamp Vendor
Mangala P. Sangodkar
License No. AC/STP/Vdr-N/74/94

Sign of Purchase

119263

2

BETWEEN

**M/S. MATHIAS CONSTRUCTION PVT. LTD.**, a Private Limited Company incorporated under the Companies Act, 1956, bearing Registration No.24-0.1685, having their registered office at 502, Mathias Plaza, 18th June Road, Panaji-Goa-403 001, Holder of PAN CARD NO. AABCM 3894 L (hereinafter referred to as the VENDORS (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and assigns);

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

गोवा GOA

Serial No. 846 Place of Vendor. Panaji Date 09/04/10.
Value of Stamp Paper 1000/-
Name of Purchaser Mr. Joe Mathias & Ors.
Residence ——— Name of Farmer ———
Purpose ———

119264

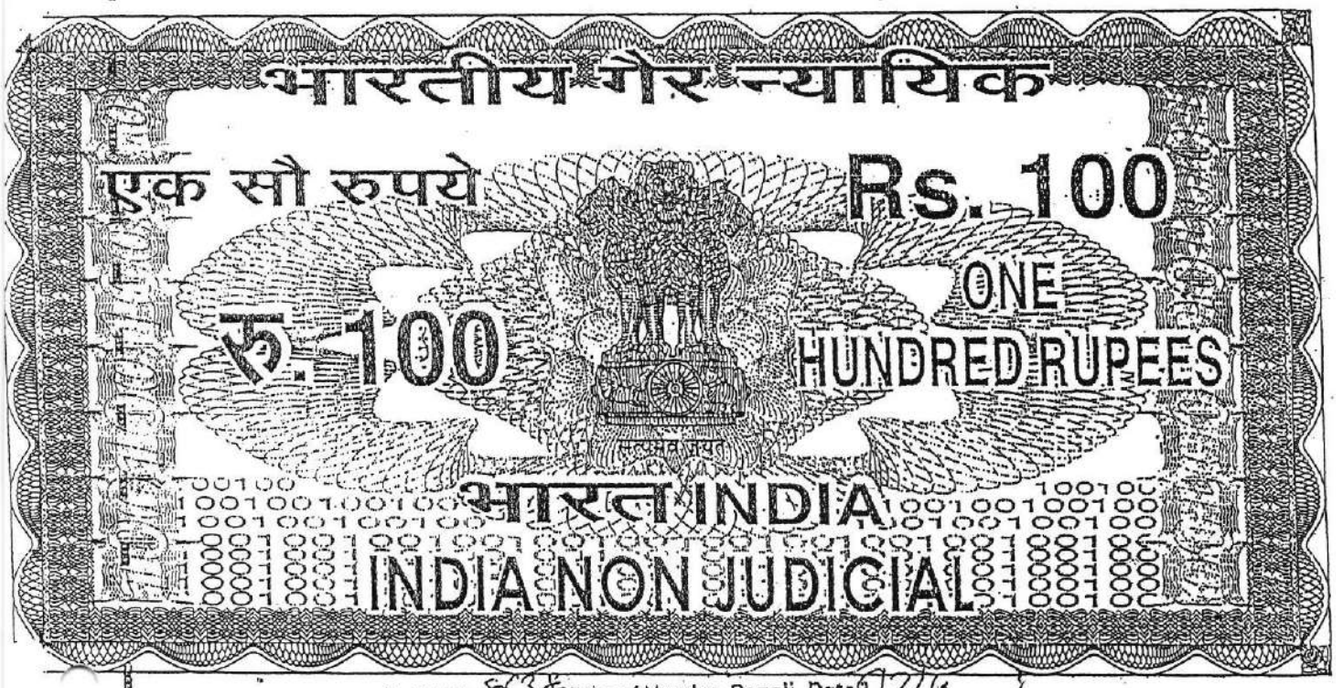
Sign. of Stamp Vendor
Mangala M. Karapurkar
License No. AC/STP/VEN/747/99

Sign. of Purchaser

3

(2) **MR. JOE MATHIAS**, son of late Marcelino Mathias, aged 61 years, businessman, Indian National, residing at Altinho, Panaji-Goa, Holder of PAN CARD NO. ADCPM 7021 N;

(3) **MRS. MARIOLA MATHIAS**, wife of Mr. Joe Mathias, aged 49 years, Indian National, residing at Altinho, Panaji-Goa, Holder of PAN CARD NO. AEBPM 7212 B;




गोवा GOA

Serial No. 8838 Place of Vendor, Panaji Date 9/7/16
Value of Stamp Paper Rs 100
Name of Purchaser Meridian Estates Pvt Ltd
Residence _____ Name of Father _____
Purpose _____ Transacting Parties :

Sign. of Stamp Vendor
Mangala N. Karapurkar
License No. AC/STP/VEN/747/99

Sign. of Purchaser

219570

4

SUB-REGISTRAR OF THE SALCETE

Both of them hereinafter jointly and severally referred to as the "**CONFIRMING PARTIES**", (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title, assigns, legal representatives, executors and administrators) **OF THE SECOND PART**;

**A N D**

(4) **MERIDIAN ESTATES PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its

registered office at Mumbai, Holder of PAN CARD NO. AABCM 9225 B represented herein by its Authorized Signatory, **MS. CLEMEX TORRES**, aged 23 years, Executive, Indian National, residing at House No. 526, N.I.O. Colony, Dona Paula, Ilhas, Panaji-Goa, Holder of PAN CARD NO. AFQPT 2634 C, hereinafter referred to as the "**PURCHASER**", (which expression unless repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, executors, representatives and assigns) **OF THE THIRD PART.**

WHEREAS, there exists a Property admeasuring 83160 square meters surveyed under No.249/1A of Taleigao Village, presently situated with the limits of the Corporation of City of Panaji, hereinafter referred to as the Said Property, which is more particularly described in "SCHEDULE I" hereunder and forming a part and parcel of this deed.

The Said Property was purchased by the first of the CONFIRMING PARTIES as an asset belonging to his then Proprietary Concern JM Developer Corporation (hereinafter referred to as "JMDC")

AND WHEREAS, vide Deed of Sale dated 24/10/2006 registered under No.90 at Pages 540 to 556 of Book 1, Volume 1737 dated 9/1/2007, the Purchaser purchased from JMDC a portion of the Said Property, being a Plot of land admeasuring 640 square meters, which is more particularly described in "SCHEDULE II: hereunder and forming a part and parcel of this Deed.

AND WHEREAS JMDC is succeeded in its business by VENDORS vide an agreement dated 31.03.2009 as a result of which the VENDORS became the Owner of the entire undertaking of JMDC with all the assets and liabilities of the said JMDC including the Said Property.

AND WHEREAS, the VENDORS as owners of the Said Property have offered to sell and the PURCHASER has agreed to

purchase additional portion of the Said Property, being Plot admeasuring 300 square meters touching the Western boundary of the Plot earlier purchased vide Sale Deed dated 24/10/2006, hereinafter referred to as the Said Plot, which is more particularly described in "SCHEDULE III" hereunder and forming part and parcel of this Deed and shaded in green lines in the plan annexed hereto.

AND WHEREAS the CONFIRMING PARTIES have joined herein at the request of the VENDORS to confirm and acknowledge the transfer of the said plot hereunder sold to the PURCHASER.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER:-

1. The Vendors as owners of the Said Property do hereby sell, transfer and convey to and unto the Purchaser the Said Plot admeasuring 300 square meters, more particularly described in "SCHEDULE III" hereunder, as also in the Plan annexed to this Deed (shaded thereon with green coloured lines) and forming a part and parcel of the Larger Property, more particularly described in "SCHEDULE I" hereunder, surveyed under No.249/1A of Taleigao Village, presently within the limits of the Corporation of City of Panaji, Taleigao Plateau, Dona Paula, free from all encumbrances of whatsoever nature TO HAVE AND TO HOLD the same as absolute owner in possession thereof for all legal purposes and intents.

2. In consideration of the aforesaid, the Purchaser has paid to the Vendors an amount of Rs.6,00,000/- (Rupees Six Lakhs Only), which the Vendors has accepted and from the payment of the same and every part thereof, the Vendors do hereby release, acquit and discharge the Purchaser forever hereafter.

3. The Vendors confirm having placed the Purchaser in vacant and peaceful possession of the Said Plot on and from the date of execution of these presents.

4. The Vendors do hereby covenant with the Purchaser as follows:-

(a) That the Vendors have a good and marketable title to the Said Plot;

(b) That the Purchaser is aware that presently this narrow strip of land admeasuring 300 m² is shown in the Outline Development Plan as A2 zone

(c) That the Vendors shall do all acts, deeds and things as may be necessary for better and more perfect conveyance of right, title and interest in the Said Plot as and when called upon to do so by the Purchaser.

(d) The Vendors shall indemnify and keep indemnified the Purchaser against any damages or claims which the Purchaser may be required to suffer or face on account of any defect in the title of the Vendors.

(e) The Vendors declare that on basis of these presents the Purchaser shall be entitled to obtain appropriate mutation in the Survey Records in relation to the Said Plot hereby transferred.

(f) That the Purchaser shall be entitled to hold, possess and enjoy the Said Plot free from all encumbrances or claims from the Vendors or any persons claiming through or under the Vendors.

5. The CONFIRMING PARTIES do hereby confirm that they have joined this Deed to confirm and admit the transfer and conveyance of the Said Plot to the Purchaser and that they have no claim whatsoever on the said Plot or on the Purchaser on any account.

6. The true, correct and the present market value of the Said Plot is Rs.6,00,000/- (Rupees Six Lakhs Only). Accordingly, this deed is being executed on non-judicial stamp papers of Rs. 12,100/-.

7. The SCHEDULES and the PLAN annexed to this Deed shall form a part and parcel thereof and be construed accordingly.

## SCHEDULE – I
## (DESCRIPTION OF THE SAID LARGER PROPERTY)

ALL that property admeasuring 83160 square meters surveyed under No.249/1-A of Taleigao Village, presently situated within the limits of the Corporation of the City of Panaji and bounded as under:

ON THE EAST : By the property surveyed under No.248 of Taleigao Village;

ON THE WEST : By the property surveyed under Nos.250/1, 253/2 and 253/3 of Taleigao Village;

ON THE NORTH: By 15 meters public road; and

ON THE SOUTH: By the property surveyed under Nos.247, 250/1, 250/4, 250/5 and 253/1 to 3 of Taleigao Village.

This property is the part of the entire property known as "MAULINGUEM" described in the Land Registration Office of Ilhas under No.14890 at Page 91 of Book B-3 (New) and enrolled in the Taluka Revenue Office of Panaji under Matriz No.306 and having old Survey No.785 admeasuring about 1,30,413 square meters.

## SCHEDULE - II
## (DESCRIPTION OF THE PLOT PURCHASED VIDE SALE DEED DATED 24/10/2006)

ALL that Plot of land admeasuring 640 square meters forming a part of the Said Larger Property, more particularly described in "SCHEDULE I" herein above. The Said Plot is bounded as under:-

ON THE EAST : By 6 meters wide road;

ON THE WEST : By part property surveyed under No.249/1-A;

ON THE NORTH : By 30 meters wide road; and

ON THE SOUTH : By property bearing Survey No.250.

## SCHEDULE - III

## (DESCRIPTION OF THE SAID PLOT)

ALL that Plot of land admeasuring 300 square meters forming a part of the Said Larger Property, more particularly described in SCHEDULE I herein above. The Said Plot is bounded as under:-

ON THE EAST : By Plot described in SCHEDULE II owned and possessed by the Purchaser;

ON THE WEST : By the remaining part of the property surveyed under No.249/1-A;

ON THE NORTH : By 30 meters wide road; and

ON THE SOUTH : By property surveyed under Nos.250 and 253.

(The Said Plot is also indicated on the PLAN annexed to this deed and shaded with green coloured lines).

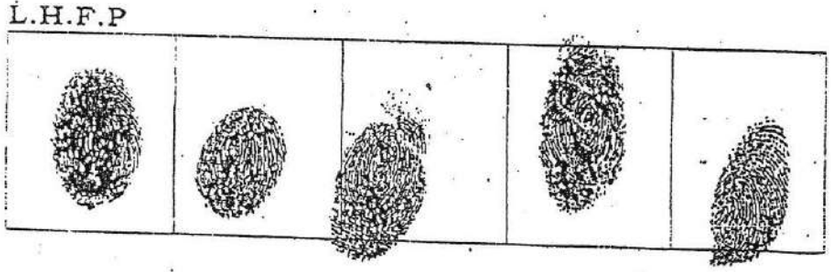
IN WITNESS WHEREOF the parties hereto have set their hands to the present Sale Deed on the day, month and year first herein above written.

10

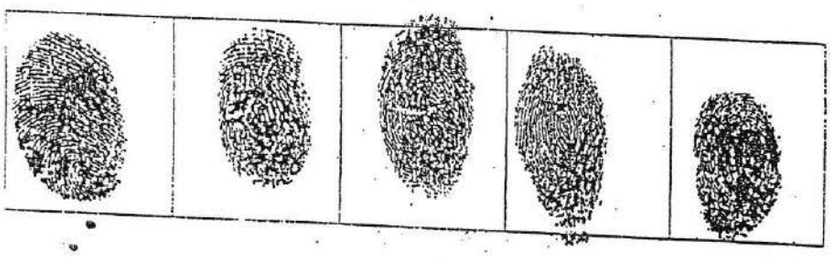


SIGNED AND DELIVERED BY THE )
WITHINNAMED "VENDORS" )
MR. JOE MATHIAS FOR SELF & )
ATTORNEY OF HIS WIFE MRS. )
MARIOLA MATHIAS OF THE )
FIRST PART. )

L.H.F.P



R.H.F.P.



COMMON SEAL OF THE COMPANY )
MERIDIAN ESTATES PRIVATE )
LIMITED, IS HERETO AFFIXED AND )
MS. CLEMEX TORRES, DIRECTOR )
OF THE COMPANY HAS PUT HER )
SIGNATURE ON THIS SALE DEED )
PURSUANT TO THE RESOLUTION )
PASSED IN ITS BOARD MEETING )
HELD ON 21ST JUNE, 2010 BY )
ITS AUTHORIZED SIGNATORY )
MS. CLEMEX TORRES. )



L.H.F.P

R.H.F.P.

IN THE PRESENCE OF:

1) _____ CHARLENE FERNANDES

2) _____ KRISHNA BANDEKAR

(1) Mr Leo Soares, Slo. Map
Soares mejr named
to substitute as Attorney
admit execution on behalf
of Mr Soe Mathias

(2) Meridian Estates Pvt Ltd. by
its Signatory Ms. Clemelo Torres, 23 yrs
Indian National slo Panaji;

executing party .....
.....
admits execution of the so called
..... deed.

2 Soares

Mr Utakant Shirodkar, s/o
Mr Laximan Shirodkar, named
& Chitled .....
.....
.....strar
.....
.....nd identi-
.....s him.

Registered No. 2049
..... pages 412 to 425
Book No. 2 Volume No. 2248
Date 19/7/10

Sub-Registrar

THE SEAL OF THE SUB REGISTRAR OF ...

Note: Return this document
will be returned on 19/7/10



TRUE COPY

ANNEXURE-R-7

# NORTH GOA PLANNING AND DEVELOPMENT AUTHC

Archidiocese Bldg., 1st Floor, Mala Link Road, Panaji – Goa.

23/2306

Ref: NGPDA/ 342 / 1500 /10 Date: – 5 AUG 2010

## ORDER

**(Development Permission under Section 46 of the Town & Country Planning Act, 1974)**

Whereas application has been made by Mr. Joe Mathias for development permission in accordance with the provision of Section 46 of the Goa Town & Country Planning Act, 1974 for **renewal of Development permission for construction of Group Housing Scheme** with respect to land zoned as C-1 Commercial (Partly) C-2 Commercial (Partly) zone in O.D.P. and bearing chalta no.--- of P.T. Sheet no.--- Survey no.249/1-A Plot no. — earlier approval reference no. — dated — situated at Taleigao.

And whereas Development charges affixed at Rs.11,76,113=00 and Infrastructure Tax at Rs.3,46,61,448/- has been paid vide challan no.125 dated 22-06-2010.

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following:

1) The permission has been granted as per the approved plans hereby annexed.
2) This permission shall be valid for a period of **one year and not transferable w.e.f. 19-08-2010 to 18-08-2011 (one year only)**
3) The commencement of the development work and its completion shall be done under prior intimation to this Authority.
4) The permission is liable to be revoked if it is based on false information / wrong plans /calculation / documents or on other accompaniments of the application are found to be incorrect or wrong at any stage or after the grant of the permission and the applicant will not be in the event of course of the action will be entitled for any compensation.
5) Any change to be effected in the approved plans/change in the use of the approved built up space requires prior permission of this Authority.
6) Prior to commencement of development work, it will be incumbent upon the applicant to have valid conversion Sanad of use of land as contemplated under the Goa, Daman & Diu Land Revenue Code 1968.
7) Grant of development permission shall not mean to give any right to the applicant for making/ laying claim for water connection from the Government of Goa or any concerned Authorities.
8) The applicant/s shall obtain necessary Licence / Approval / permission etc. (Municipality / Forest Dept. / P.W.D. etc. )
9) The developer / applicant should display a pucca hoarding / sign board (1 x 0.50 mts.) with write up in black colour on white background at the site of development clearly indicating the Order Number with date of this Authority readable from a distant point. In case of no compliance appropriate action shall be taken as per the provisions of Town & Country Planning Act, 1974.
10) In case of property is adjacent to the National Highway, State Highway, permission be taken from

1:10 or more or filling up of any low lying below 50 cms. or more from the adjoining ground level, without obtaining the prior written permission from the Chief Town Planner as required under Section 17(A) of Town & Country Planning Act, 1974.

12) Traditional access, rain water drain, if any passing through the property should not be blocked and the status of it should be maintained to the satisfaction of the local Authority.

13) Completion Certificate should be obtained from this Authority before applying for Occupancy Certificate in Corporation / Panchayat.

14) Required building set backs from the property boundary, existing road should be strictly maintained.

15) Area affected by road widening shall be duly asphalted and surrendered to the local authority before obtaining Completion Certificate.

16) The balconies proposed should not be covered in any fashion, which may lead to excess F.A.R.

17) Distance between the buildings within the property should be maintained as shown in the site pla

18) Any major changes in the proposed building should be got approved from this Authority before executing such changes, failure to which strict action will be initiated.

19) Ownership documents should be verified by licensing Authority before issue of Licence.

20) Parking area should be developed as per the specification of P.W.D.

21) This Development Permission shall not in any way construed to be a document conforming any or all the following:
a) Title or interest of the holder of the permission to the relevant land or building or both.
b) Boundaries of the relevant site for which permission has been obtained; or
c) Any easement thereon or there from.

22) **All the conditions laid in the earlier orders NGPDA/342/682/06 dated 14-06-2006 and NGPDA/342/3276/07 dated 02-02-2007 stands in force.**

This permission is granted subject to the provisions of the Town & Country Planning Act, 1974 and Rules and Regulations framed there under.

By order from the North Goa Planning and Development Authority.

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

(ASHOK KUMAR)
MEMBER SECRETARY

To,
Shri Joe Mathias,
5th floor, Mathias Plaza
Panaji-Goa.

Copy to: The Secretary, Village Panchayat of Taleigao, Taleigao–Goa.

Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.

Mb/-

TRUE COPY

**ANNEXURE-R-8**

23(9)

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# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

Archidiocese Bldg., 1st floor, Mala Link Road,
PANAJI-GOA

Ref. No. NGPDA/ 342/ 3013 /12 Date: - 8 FEB 2012

## ORDER

(Development Permission under Section 44 of the Town & Country Planning Act. 1974)

Whereas an application has been made by **Shri Joe Mathias,** for development permission in accordance with the provision of section 44 of the Goa Town & Country Planning Act 1974 for **Construction of Group Housing Scheme** with respect to his land zoned as **Commercial (C-1) (Partly) and Commercial C-2** (Partly) Zone in O.D.P./~~Zoning Plan/Regional~~ plan and situated at **Taleigao Village** bearing Survey Number 249/1-A approved sub-division reference number No. dated

And whereas, a Development charge affixed at **Rs.2364699/-and Infrastructure Tax of Rs. 34661448/- vide Challan No.125 dated 22/6/2010has been paid earlier**

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following.

1) Construction shall be strictly as per the approved plans. No changes shall be effected in the approved plans/approved built spaces without the prior permission of this Authority.

2) The permission granted shall be revoked, if any information , plans calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of the permission and the applicant will not be entitled for any compensation.

3) The permission shall be revoked if found expedient to such an action under the provision of Section 50 of the Goa Town and Country Planning Act, 1974.

4) The development permission will not entitle the applicant for making/laying any claim on water and any other connection from the Government of Goa.

5) The Developer/applicant should display a signboard of minimum size 1.00 mts x 0.50 mts with writing in black colour on a white background at the site, as required under the regulations.

6) The applicant shall obtain Conversion Sanad under the Goa Land Revenue Code, 1968 before the commencement of any development/construction as per the permission granted by this order.

7) The soak pit shall not be located within a distance of 15 mts. from any other well in the plot area/plan.

8) The commencement and the completion of the work shall be notified to the Authority in writing in the appropriate forms.

9) Completion Certificate has to be obtained from this Authority before applying for Occupancy Certificate from the Licencing Authority.

10) Strom water drain should be constructed along the boundary of the affected plot abutting to the road.

11) Adequate utility space for the dust bin, transformer, etc. should be reserved within the plot area. In case of any cutting sloppy land or filling of low lying land, beyond permissible limits, prior permission of the Chief Town Planner shall be obtained before the commencement of the works as per the Provision of Section 17(A) of the Goa Town and Country Planning Act,1974.

12) In case of compound wall the gate shall open inwards only and traditional access, if any passing through the property shall not be blocked.

13) The ownership of the property shall be verified by the licencing body before the issuing of the Licence.

14) 1) This Development Permission shall not in any way construed to be a document conforming any or all the following;
   a) Title or interest of the holder of the permission to the relevant land or building or both.
   b) Boundaries of the relevant site for which permission has been obtained; or
   c) Any easement thereon or therefrom.

15) The permission has been granted as per the approved plans hereby annexed.

16) All the condition laid in the earlier order NGPDA/342/682/06 dated 14/6/2006, NGPDA/342/3276/07 dated 2/2/07 and NGPDA/342/1500/10 dated 5/8/2010 stands in force

17) All the condition laid down in MOEF shall be strictly adhered to.

18) This Development Permission is issued based on the Notarized affidavit dated 7/2/2012 submitted by Shri Joe Mathias stating that no apartments in the project name Ocean Park has been sold in view of the change in open space in the Development Permission used earlier.

19) **The Construction shall be strictly as per the provision of Goa Land Development and Building Construction Regulation 2010**

This permission is issued with reference to the application dated 24/5/2011under Section 44 of the Goa Town and Country Planning Act, 1974, from Shri Joe Mathias

**This permission is valid for three years from the date of issue of construction licence provided the construction licence is issued within the period of three years**

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY * PANAJI *

(ASHOK KUMAR)
Member Secretary

To,
Joe Mathias,
502 Mathias Plaza,
18th June Road,
Panaji Goa

Copy to: **The Secretary, Village Panchayat of Taleigao, Tiswadi Goa**

**Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.**

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ANNEXURE-R-9

# MEMORANDUM OF ASSOCIATION
of
## Mathias Ocean Park Association Phase 2
## (MOPA Ph 2 Sector1)

1. Name of the Association :- MATHIAS OCEAN PARK ASSOCIATION Phase 2 (MOPA Ph 2 Sec 1)

2. Address of Association :- Ocean Park Residency
Svy No 249/1-A,
Village Taleigao, **DONA PAULA**
Tiswadi Taluka (GOA)– 403004.

3. **Objects of the Association:-** The broad aims and objects for which the Society is established are as under:-

(a) To work for the welfare and security of the owners and residents of Portofino Park.

(i) To maintain central Security, by physical or electronic means either by themselves or through contractors.

(ii) To take all possible measures for 24 hours water supply to the residents through own bore well & OH storage tanks and/or through civic water supply system.

(iii) To take all possible measures for uninterrupted electric power supply from Electricity Deptt and central captive power supplies.

(b) For provision and supplementation of civic amenities , to create a body for representing the grievances of owners and residents with the respective concerned authorities (governmental and non governmental) in connection with electricity , water, house tax and other civic amenities.

(i) To maintain open spaces and central swimming pool in the area.

(ii) To provide for lighting , sign posting and beautification in the area.

(iii) To identify and solve Sanitation and Hygienic problems in the Area.

(iv) To regulate vehicular traffic movement inside the campus.

(v) To maintain a central roster for 'On Call' home services.

(vi) To organize central supply services like milk, cooking gas, news papers, vegetables, TV / Telephone cables, etc.

(vii) To engage services of mason, plumber, electrician etc on contract or otherwise for services required in 'Open Spaces'.

(c) To Maintain accounts, invest moneys and have audits of all capital and other revenues, receipts and expenditures of the Association and it's Committees, through internal sub-committees and CA appointed.

(d) To pay Income Tax & such other taxes which are required by law.

(e) To promote music, drama, fine arts, literature and culture in general by organising social and cultural activities through Club House.

(f) To foster a spirit of Neighborliness , enhanced social interaction and exchange of information.

(g) To engage in such charitable and other activities as may be conducive to the development of Ocean Park and it's neighborhood sectors.

(h) To run / lease a Club House to provide Gymnasium, Cardio exercise facilities and any other facility for any common use activity for benefit of the members and their families for all the Sectors in the planned project.

(i) And for such other objects and purposes as may be conducive and beneficial to the members of the Association and to do all such things as are incidental and ancillary to the attainment of any or all of the objectives.

(j) Mathias Ocean Park Association Phase 2 Sec 1 (MOPA Ph II Sec1) would be a "Non-Profit Organisation".

5. The names, addresses, occupation and designation of the present members of the **'Executive Committee'** to whom the management of the Association is entrusted as required under section 15 of the Bye Laws under The Goa Co-op Societies Act 2001 & Rules 2003 are as follows:-

**EXECUTIVE COMMITTEE**

| Srl No | NAME | DESIGNATION | OCCUPATION | ADDRESS |
|---|---|---|---|---|
| 1. | | President | | |
| 2. | | Secretary | | |
| 3. | | Treasurer | | |
| 4. | | Member | | |
| 5. | | Member | | |
| 6. | | Member | | |
| 7. | | Member | | |
| 8. | | Member | | |
| 9. | | Member | | |
| 10. | | Member | | |
| 11. | | Member | | |
| 12. | | Member | | |
| 13. | | Member | | |
| 14 | | Member | | |

4. We, the following persons, one resident from each Block of 28 Flats Sector 1, of Mathias Ocean Park Phase II , being desirous of forming ourselves into Mathias Ocean Park Association Phase II (MOPA Ph II), following in principle, the Bye Laws of 'The Goa Co-operative Societies Act 2001 & Rules 2003'.

| Srl No | NAME | SIGNATURE |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
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| 15 | | |
| 16 | | |
| 17 | | |

END

# RULES AND REGULATIONS

## Of

## MATHIAS OCEAN PARK ASSOCIATION Phase 2 (MOPA Ph2)

**Article 1** **Name of the Association:-** **Mathias Ocean Park Association Phase 1 (MOPA Ph 2)**

**Article 2** **Address of Association :-** Ocean Park , Svy No 249/1-A, Village Taleigao, **DONA PAULA** Tiswadi Taluka (GOA)– 403004.

**Article 3 Objects of the Association:-** The broad aims and objects for which the Association is established are as under:-

(a) To work for the welfare and security of the owners and residents of Portofino Park.

(i) To maintain central Security, by physical or electronic means either by themselves or through contractors.

(ii) To take all possible measures for 24 hours water supply to the residents through own bore well & OH storage tanks and/or through civic water supply system.

(iii) To take all possible measures for uninterrupted electric power supply from Electricity Deptt and central captive power supplies.

(b) For provision and supplementation of civic amenities , to create a body for representing the grievances of owners and residents with the respective concerned authorities (governmental and non governmental) in connection with electricity , water, house tax and other civic amenities.

(i) To maintain open spaces and central swimming pool in the area.

(ii) To provide for lighting , sign posting and beautification in the area.

(iii) To identify and solve Sanitation and Hygienic problems in the Area.

(iv) To regulate vehicular traffic movement inside the campus.

(v) To maintain a central roster for 'On Call' home services.

(vi) To organize central supply services like milk, cooking gas, news papers, vegetables, TV / Telephone cables, etc.

(vii) To engage services of mason, plumber, electrician etc on contract or otherwise for services required in 'Open Spaces'.

(c) To Maintain accounts, invest moneys and have audits of all capital and other revenues, receipts and expenditures of the Association and it's Committees, through internal sub-committees and CA appointed.

(d) To pay Income Tax & such other taxes which are required by law.

(e) To promote music, drama, fine arts, literature and culture in general by organising social and cultural activities through Club House.

(f) To foster a spirit of Neighborliness , enhanced social interaction and exchange of information.

(g) To engage in such charitable and other activities as may be conducive to the development of Ocean Park and it's neighborhood sectors.

(h) To run / lease a Club House to provide Gymnasium, Cardio exercise facilities and any other facility for any common use activity for benefit of the members and their families for all the Sectors in the planned project.

(i) And for such other objects and purposes as may be conducive and beneficial to the members of the Association and to do all such things as are incidental and ancillary to the attainment of any or all of the objectives.

(j) Mathias Ocean Park Association Ph II (MOPA Ph II) would be a "Non-Profit Organisation".

**Article 4** **Area Limits**:- The area of Activities of the **Mathias Ocean Park Association Phase 2 (MOPA Ph2)** shall be limited mainly to the precincts of the residential area of Mathias Ocean Park (MOPA Ph2) in Svy No 249/1-A

## MEMBERSHIP, QUALIFICATIONS AND SUBSCRIPTIONS

**Article 5** Only Flat Owner, or one of the joint or multiple holder, of **MATHIAS OCEAN PARK Phase 2 (MOPA Ph2)** residential complex shall be eligible to become the member of Association on an application (Annexure 1) made to the Secretary duly proposed and seconded on the application itself, each of whom shall be a member of the association. Such application shall contain details of registration deeds of Flat ownership amongst other mandatory details.

**Article 6** All the members of the Association shall:-

(a) Be enrolled as a member after he / she pays a one time membership fee of Rs 1 lakh (Rupees One Lakh) towards the Corpus Fund.

(b) And pay Annual Maintenance Charges of Rs 20/= per sq mtr of built up area of Flat. Subscription of such fee as may be fixed / decided from time to time for continuing as a member. Failure to pay the annual charges by due date of 31st March for the ensuing Financial Year, will entail 2% interest per month compounded monthly till such time the dues are cleared. The maintenance charges would be payable if flat is not occupied.

(c) And Pay subsidized Club House charges of Rs 2500/- PM for use by family of Member consisting of two adults and two children below 12 years (charged at Rs 1000/- PM for an adult and Rs 250/- for a child). Children above 12 years completed would be charged as for an adult.

**Article 7** Any new buyer of the existing flat would contribute a non refundable sum of Rupees 1 lakh (Rupees One Lakh), to the Corpus fund, to be re-admitted as a Member of the Association, within 6 (six) months of sale taking place through an agreement/sale deed or a registered conveyance deed whichever occurs first.

**Article 8** On a member transferring his flat through a registered conveyance deed, the purchaser thereof shall be recognised as a member under **Article 5** and shall continue to be a member on his paying the charges specified in **Article 6**, when it becomes due.

**Article 9** On the death of a member, one among his legal heirs nominated by the rest (if one person is not nominated during lifetime and intimated to the Association while becoming a member), will within twelve months of demise, intimate to the Secretary, shall be inducted as a member by the association upon production of proof of his/her heir

ship, but shall not be liable to pay the one time fee under **Article 6(a)** but shall continue as member only on payment of Annual Maintenance and Club House charges as and when it becomes due.

**Article 10** Subject to the **Article 8 & 9**, a member shall cease to be a member on his death or his/her having transferred ownership of their flat through a registered deed of conveyance. The new deemed owner, on communication to the Association, would be treated under the provisions of **Article 5** above.

## THE RIGHTS & DUTIES OF THE MEMBERS

**Article 11** The Members will have the following rights:-

(a) To take part in all the activities organized by the Association or the Club House.

(b) To be present for the Annual General Meeting (AGM) or Executive Committee Meetings and take part in the discussions, voting on mutually decide issues and election of the Executive Committee and other sub-Committees when due.

(c) To examine, and approve by vote the Annual Statement of Accounts in Annual General Meeting (AGM).

(d) To call a Special General Body Meeting (SGBM) through a requisition, which will invariably contain the Agenda points & decisions sought, addressed to the President and signed by at least 72 members of the total of 364 flats in the complex. Special General Meeting shall be held within 3 weeks of the requisition being served on the President. In the absence of the President such requisition will be served on the Secretary or in his absence on the Treasurer, who shall hold the meeting within a period of 3 weeks from the date of such requisition. All members will be intimated by expeditious means to attend, preferably by email. The quorum would be at least half the no of flat owners ie 182 else the SGM would be postponed, as many no of times, to a date 10 days beyond of SGBM dates fixed.

## COMPOSITION OF EXECUTIVE COMMITTEE

(e) There would be One Member elected from amongst the members living in the block (Having 28 Residential Flats) to represent the block (Total being 13) in the Executive Committee. From amongst the 13 so elected/nominated representatives the Executive Committee would be formed and President ,Secretary & Treasurer nominated. These Executive Committee members would be in office for a period of **Two Years.** No outgoing Executive Committee member can be re-elected in continuation, unless a period of **One Year** elapses.

(f) The Promoter / Builder would be the 16th permanent Chairman of the Executive Committee with voting rights till such time 100% Flats are sold..

(g) The Club House Lessee and Estate Manager **Article 34 & 35**, would attend all such Meetings.

**Article 12** It shall be the duty of a member:-

(a) To pay their Monthly Maintenance Charges as decided in the Annual General Meetings, on or before the due date. Penalty as prescribed will be levied for every month or part thereof in case of delayed payments.

(b) To strictly observe in spirit and in letter the Rules & Regulations.

(c) To maintain all aspects of their own properties, including cleanliness of passages staircases, pathways, parking spaces allotted, to a high standard.

(d) No member shall embark upon any construction or extension work without prior consent of the association unless it is a minor work incapable of having any effect on any other member by the way of sound/noise, dust. No part of common passages, areas may be blocked by construction material or debris.

(e) All members will insure that no boxes, cartons, old pieces of furniture cycles, motor cycles or items of disuse may be stored in the staircase, basement terrace or access leading to water storage tanks above 7th floor, electrical panel rooms, portico leading to the building entrances, areas specifically designed for maintenance purposes, and such 'Open Spaces' in the residential complex. The Association reserves the right to remove and dispose off, such items of disuse if found stored or stocked at a cost debitable to the Flat owner within 10 days of notice/information sent by email. & without notice if no information of 'Owner' of such items is held.

(f) No member shall store or stock any kind of goods or materials which are combustible, obnoxious or hazardous to life or not permitted under any other law.

(g) No NOISY work like cutting of tiles / wood work, drilling etc will be undertaken or done in or outside the flat with-in the hours of 1400 to 1600 hrs by the flat owner members.. The hours of work in the complex would be limited to 0900 hrs till 1800 hrs excluding sundays & gazette Goa Govt holidays.

(h) No loud music will be allowed beyond 2200 hrs.

(i) Leakages from toilets/bathrooms, will be entered in the register maintained with Estate Manager. The expenditures, if any incurred, by the association, will be debited to the flat owner' account, from who's flat the leakage occurs. No member will object to such repairs.

(j) The members will not conduct any commercial activity from the flats or 'Open Spaces' in the complex. A penalty of Rs 1,000/= per day would be charged if reported / found out and goods if any would be confiscated.

(k) Flat owners would inform the Association in case the flat is rented out. The persons living on rent hereafter known as 'Rentee' , would not be entitled to any privileges of the Club House except on Guest rates & charges to be dealt directly with the Club House. Proxy voting rights can only be given to a flat owner member by a member. No member may allow or permit or seek any other persons attendance on his behalf at the Association's Meetings.

(k) The Rentee can never become a member of MOPA or a member of Executive Committee. The persons living on rent would neither be entitled to attend any meetings of the association or participate in the voting. However the rentee can forward any points before AGM through the renter. Executive Committee reserves the right to take note of the points or otherwise without liability to the rentee.

(l) No portion of the terrace may be allowed to be used by members, unless specific permission is granted in writing, with reasons & duration not exceeding 6 hours during daylight hours (sunrise to sunset)

(m) No member will be permitted to keep any commercial vehicle like truck, tempo, auto rickshaw, hand cart, boats, trailers, caravans, containers or any taxi in the precincts of Sector 1 Phase 2 even though a parking space may be paid for and allotted.

(n) Parking space allotted/held will not be enclosed under any circumstances it may only be used to park 2/4 wheelers scooters, Motorcycles registered in the name of family members, as given at the time of gaining membership.

(m) Pets will be allowed to be kept in the flat only on NOC to be obtained from members in the same block indicating that they have no objections, and on

charges to be specified by Executive Committee from time to time . Pets will not be carried in the Lifts under any circumstance. Any place dirtied by the pet will be got cleaned by the member immediately. Non adherence of these rules would attract a fine of Rs 500/- on every such occurrence.

**Article 13** One time fee of Rs 1 Lakh mentioned in **Article 6 (a) (b) (c)** and **Article 7 Shall Not Be Refunded Under Any Circumstance.**

## CESSATION OF MEMBERSHIP

**Article 14 Resignation:-** Subject to the provisions of these bye laws no flat holder member can ever resign his / her membership of this Association, being a "Close User Group" of residents and be a part of the MOPA as required under the Deed of Sale (first purchase).

**Article 15 Suspension of Membership:-**

1. If the Executive Committee is satisfied with any of the member :-

(a) Found guilty of any conduct which is detrimental to the interest of the association.

(b) Or has persistently failed to pay the charges due to the association for six continuous months.

(c) Has willfully deceived the association by giving false information.

(d) Has used his flat for immoral purposes or misused it for illegal purposes habitually.

(e) Any member, whose annual maintenance charges/subscription is not paid on or before the 15th of April of each financial year and who fails to pay the annual subscription within 15 days after written notice calling for such payment, shall cease to be a Member and his name shall be removed by the Managing Committee from the Register of Members forthwith, without any further notice to the concerned Member and if such a Member is also a Member of the Managing Committee, he shall also cease to be a Member of the Managing Committee on the date his name is removed from the Register of Members. A member whose subscription is in arrears shall not be entitled to vote and if he does vote, the vote shall be invalid and shall not be counted."

2. It may by way of interim measure, suspend membership of such member and shall thereafter adopt the following procedure :-

(a) On suspending the membership of said member, the Executive Committee shall serve upon him / her a show cause notice giving him / her 21 (twenty one) days time to enable him / her to explain as to why his/her membership should not be suspended. The Executive Committee shall call and convene the Special General Body Meeting (SGBM) within one month from the date of suspension and place before it the matter of suspension and reply of the said member to the said notice, if any .

(b) If The Special General Body, after hearing the said member, finds the member guilty of the misconduct alleged, it shall, **by two-third majority** of the members present and voting, decide upon the duration of suspension of the membership which can be less but not more than 6 (six) months or may merely issue a simple warning in writing.

(c) During the said period of suspension such member shall be deprived of all benefits of membership including voting on any matter in all meetings, but shall nevertheless be liable to pay all the subscriptions levied by the association.

(Such suspended member shall not be entitled to use the common facilities of Club House, Gym the Swimming Pool and other special facilities/events).

(d) His membership will be restored on a simple application by him without payment of any charges as given in Article 6(a) only within 15 days of suspension period being over to restore Club House privileges.

**Article 16 Other Matters**

1. All applications for :-

(a) Normal membership as per Annexure I.

(b) Permission for sub-letting or leave & license or caretaker basis

(c) Permission for additions and alterations in the flat/premise.

(d) Allotment of one parking slot (if available for allotment), spaces under stilts (not sold) for a duration of one year & re-allotment only after 3 years. The parking spaces will be allotted around the blocks for the members of the block closest.

(e) Permission to keep servants in flats after due information/verification to the police, with a copy to association.

(f) Permission for 'Daily Servants' to enter the association precincts.

(g) Permission for use of terrace, open space and for any other purpose addressed to the Secretary.

2 The Secretary will bring to the notice of member of any shortcomings within 7 days. All such applications duly completed of shortcomings will be compiled & placed before the Executive Committee in the monthly meetings and decisions taken thereon. All applications must be disposed off within 3 months form date of removal of shortcomings by the member.

**Article 17 Levy of Charges of Association**

The contributions to be collected from the members of the association towards outgoings such as ground rent, municipal & other local taxes, cesses charges, water & electrical charges pertaining to open spaces, lifts & generators AMCs & repairs , STP operation and repairs, Water lift pumps repairs & replacement, plumbing OHT (overhead tanks), repair or replacement of any property, insurance premiums, staff salaries, diesel charges for generator and other like expenses of the association or decide by the Executive Committee. Property Taxes to be paid by the member directly to the concerned authority.

(a) Annual Maintenance Charges of Rs 20/- per sq mtr of built up area of flat as per sale deed for day to day expenses, to be paid by 31st March for the ensuing Financial Year.

(b) Contribution to building & maintenance fund – long term also termed as Sinking Fund 20% of Annual Maintenance Charges.

(c) Corpus Fund on application for membership to earn interests. These interest revenue will offset shortfalls of Annual Maintenance Charges.

(d) Monthly Club House charges of Rs 2500/- per flat.

(e) Car parking and parking space charges.

(f) Non Occupancy Charges.

(g) Insurance charges.

(h) Service charges.

(i) Any other charges deemed fit & necessary if decided in the Annual General Meeting.

## ANNUAL GENERAL MEETING

**Article 18** All the 16 members of the Association, **Article 11 (e) & (f)** shall be the members of the Annual General Meeting (AGM) to be held in the first fortnight of month of Jan of any year after formation of the Association.

**Article 19** Election of Chairman The Annual General Meeting (AGM) will elect the Office Bearers of the Executive Committee if due. The Chairman shall be elected from amongst the members present for the meeting, to Chair the AGM and to observe & correct the conduct of the Annual General Meeting , shall be held in the month of January. Any points for inclusion in the agenda may be forwarded in writing any time before 15th of December to the Secretary by any member proposing the resolution to be considered. On every third Annual General Meeting a Chairman shall be elected for the purpose of chairing such a meeting. He would be a mentor, guide and an arbitrator for all Executive Committee (EC) Meetings to be conducted by the President. He may attend any of the EC Meetings in an advisory capacity

**Article 20** The tenure of the Chairman would be for Three (3) years (subject to the provisions of **Article 25**).

**Article 21** The General Body shall elect an auditor , being a Chartered Accountant based in Goa for the purpose of auditing the accounts for each FY ending 31st March on a fee to be decided upon by the General Body . The audited accounts shall be placed in the next General Body Meeting along with the action taken and unaudited accounts up to Sept of current FY.

**Article 22** The quorum of the Association for the Annual General Assembly Meeting shall be half the total number of the members of the Association. However if there is no sufficient quorum for such meeting at the appointed time, then the meeting shall be adjourned for half an hour. No quorum shall be required when such adjourned meeting is held after ½ hour on the same day.

**Article 23** In the Annual General Meeting apart from elections of the Office Bearers of the Executive Committee, the approval of the budget for the next Financial Year and provisional balance sheet of QE Sept and other businesses shall be placed before the General Body with the permission of the Chairman.

**Article 24** The members will be notified regarding the venue, time, and agenda of the Annual General Assembly Meeting four (4) weeks in advance. A Notice shall be affixed at a prominent place and at the Association Office notice board or Estate Manager's office stating the time and place of the meeting along with the agenda to be discussed. Additionally such notice shall also be communicated through eMail to all members by the Estate Manager.

## EXECUTIVE COMMITTEE

**Article 25** The Executive Committee (EC) shall consist of (a) President, (b) Secretary, (d) Treasurer, and (e) 13 (Thirteen) Members all duly elected for Two (2) years in the Annual General Meeting. The Promoter / Builder would be the 14th Member with voting rights till 90% Flats are sold, and would also remain the Chairman for this duration.

**Article 26** The Executive Committee Meeting will be held at least once in two months, subject to a quorum being available. The EC must however must meet at least 6 times in a year. However the Executive Committee may hold any additional meetings, if necessary.

**Article 27** The Quorum for the Executive Committee Meeting shall be 50% or more of EC. If there is no sufficient quorum the Executive Committee Meeting shall be held at the earliest opportunity on available quorum.

**Article 28** All the resolutions or decisions in the Executive Committee Meeting shall be taken by simple majority. In case of a tie, the President or in his/her absence the Secretary shall have the casting vote.

**Article 29** If any member of the Executive Committee continuously remains absent for the three Consecutive meetings held, he/she will have to give a written explanation of absence to the Executive Committee. If the Executive Committee is not satisfied with the explanation, the Committee can appoint a new member in his/her place. No objection would be entertained.

**Article 30** **Powers and duties of the Executive Committee (EC)**

(a) The Management of the Association shall be vested in Executive Committee .

(b) The Executive Committee shall carry on the affairs of the Association in accordance with the alms and objects of the association.

(c) The Executive Committee shall be answerable at the Annual General Meeting, for the due performance of its functions and duties.

(d) The Executive Committee may appoint such Sub-Committees as may be necessary to help and aid the Executive Committee in carrying out it's functions and duties.

(e) The Executive Committee will carry out and implement the resolutions adopted and directions given by the Annual General Assembly.

(f) The Executive Committee will prepare and present the Annual Budget and the Balance Sheet and get the same approved by the Annual General Meeting after auditing.

(g) The Executive Committee will call the Annual General Meeting, preferably in the first week of month of January.

(h) The Executive Committee will appoint an Estate Manager (EM) and office staff who shall be answerable to the Committee . The EM would however report on a daily basis only to Secretary of the Association. The Executive Committee can also appoint any permanent or temporary staff as is required for carrying out the objects of this Association.

(i) The Executive Committee has the power to acquire any moveable or immovable property either by purchase or on lease or tenancy or on hire or gift or donation any such consideration and on such terms and conditions as the General Assembly may specifically approve.

(j) The Executive Committee may enter into any contracts or agreements with any person or company or body of persons, within the scope of its authority, for the purpose of carrying out any of the objects or activities of the Institution or in connection with properties or affairs of the Association.

(k) To elect a Chairman from members attending the Annual General Meeting.

(l) To admit members on application on Annexure 1.

(m) To call for a Special General Body Meeting (SGBM) through a requisition, which will invariably contain the Agenda points & decisions sought, addressed to the President and signed by at least 72 members of the total of 364 flats in the complex **Article 11(d).**

(n) No person shall be eligible for being elected as a member of EC if the person has been convicted of the offence involving moral turpitude unless the period of six years has elapsed from his conviction date.

(o) No person shall be eligible for being elected as a member of EC if he/she is in default of payment of any dues to the association.

(p) No elected member of EC can continue on the committee if he/she has failed to attend 3 consecutive meetings of the EC. A new interim member may be elected as a member of EC in place of defaulting member and ratified in the next AGM.

(q) A new bank a/c will be opened in a nationalised bank in the name of the association which shall be operated jointly by any two persons of EC or Estate Manager, one mandatory signatory being President or Secretary or Treasure.

(r) All financial records, membership files, M of Meetings of the association, disciplinary files, correspondence files of association and any other document of importance , original & duplicate keys, computers and peripherals, would be kept under lock & key by Estate Manager, on behalf of Secretary, in the designated office in Ocean Park precincts with the approval of the EC.

(s) When a new EC is elected after its full term, at the AGM the outgoing secretary would prepare the list of documents, keys & property and hand it over to the Chairman who after ascertaining the veracity & correctness countersign the same and hand it over to the new EC Secretary appointed on the day of AGM.

(t) Executive Committee cannot resign & absolve itself of the association's duties till the AGM date. Handing taking over must be done as per **Article 27 (s)** above.

(u) President, Secretary & Treasurer together can only be removed before their 5 years tenure in the event of a 'No Confidence' motion by any 8 (eight) members of EC in writing to the Chairman, but only on the day of next AGM.

(v) In the event of vacancies in the EC due to death resignation removal or disqualification of elected member, the vacancy may be filled by other members eligible to be in EC.

**Article 31 Powers and Duties of the President**

(a) The president shall preside over all the meetings of the Executive Committee.

(b) President shall give General Guidance to the Executive Committee in implementing the resolutions taken by the Executive Committee and the direction given by the Annual General Meeting.

(c) Whenever the President is temporarily absent, the Secretary shall take over as the Acting President.

(d) The President may resign his office by addressing his letter to Secretary.

(e) The President will countersign all documents relating to finance along with others so made responsible.

**Article 32 Powers and Duties of the Secretary**

(a) The Secretary shall have the custody of all the records and registers and financial documents of the Association.

(b) The Secretary shall keep up to date the list of members, enter into and attend the correspondence on behalf of the Association, write the minutes of the meetings of the Executive Committee and Annual General Meeting.

(c) The Secretary shall present the Annual report and the Balance Sheet approved by the President to the Executive Committee and AGM.

(d) He shall prepare and send the notices of all the meetings to the Executive Committee and to all members not available by eMail.

(e) The Secretary shall fix the days of the meetings of the Executive Committee and shall prepare the Agenda of the Executive Committee in consultation with the President.

(f) All the Sub- Committees appointed by the Executive Committee from time to time will work under direction and guidance of the Secretary who shall coordinate the activities of various Sub – Committees.

(g) The Secretary shall submit the report of all the activities of various Sub-Committees, to the President.

(h) The Secretary shall compile and put up any suggestions deletions or amendments to the present rules and regulations to the President before AGM.

(i) The Secretary shall utilise the services of Estate Manager and any staff appointed in an appropriate manner.

(j) For the purpose of all notifications meant for the Association may addressed to in the name of it's Secretary. The Association will indemnify all expenditures, legal fees, travel charges and sundry charges which Secretary, or any other person on his behalf who may incur, during the course of process of notifications, till finally decided.

**Article 33 Powers and Duties of the Treasurer**

(a) The Treasurer shall receive all the Membership fees, donations and any other income for and on behalf of the Association by issuing proper receipt to the same and deposit the said income in the Bank in the account of the Association. The Treasurer shall effect the payment authorized by the President , Secretary or the Executive Committee.

(b) The Treasurer shall maintain all the financial accounts of the Association up to date and shall prepare the Balance Sheet and other Statements of Accounts.

(c) It shall be the duty of the Treasurer to account for and satisfy the Executive Committee / AGM for the funds of the Association.

**Article 34 Estate Manager**

(a) The Estate Manager should be given his appointment letter by the Executive Committee, along with his role, duties, timings of work and remuneration per month and his appointment ratified in the AGM.

(b) Estate Manager can be removed by 2/3rd majority of full Executive Committee. He can however be removed in case of gross misconduct, financial irregularity or moral turpitude.

(c) The Estate Manager will attend the EC Meetings & AGMs along with Club House Lesse.

(d) The Estate Manager can be voted out for very serious charges against him. At least 2/3rd of EC Members must vote in affirmative, after due diligence on reply received, after the notice has been served.

(e)

**Article 35 Club House (Lesse)**

1. The Lesse will:-

(a) Provide all facilities as mentioned in the para 8 of the lease agreement.

(b) Can seek permission for additional gaming or entertainment facilities but would only start the same with approval of association and statutory permissions obtained from relevant authorities.

(c) Not undertake any structural changes without intimation (along with plans) in writing.

(d) Shall obtain all licenses , statutory permissions and approvals required for running operating and establishing the facilities.

(e) Comply with all statutory laws including the labour laws, Provident fund ESI Laws etc.

(f) Will be entitled to advertise and display signages on the leased premises or any other part of Ocean Park on payment , provided approval is obtained from the association and all requisite permissions obtained.

(g) Comply with all regular statutory and legal requirements while operating the facilities.

(h) Will pay electrical bills pertaining to the Club House and proportionate water charges every month.

(i) Be responsible for maintenance, upkeep, of all facilities in the leased premises including the swimming pool.

(j) Keep and maintain the leased premises in a clean proper and workable condition.

(k) Provide for adequate security arrangements for the Leased premises by engaging adequate security guards

(l) Ensure that his staff, members visiting the leased premises shall park vehs in an orderly manner in the areas designated.

(m) Provide for experienced trainers/instructors to advise and guide the prospective members. These personnel will be present at all times of hours of operation.

(n) Carry out external painting of Leased premises every 5 years and internal painting at his discretion.

2. The Association reserves the first right of use of terrace on the Club House. The lesse can make use of terrace if associations approves of the same.

3. The entrance of the reception or lobby Area will not be blocked by the Lesse

4. A period of 90 days would be given in case of termination of this lease agreement.

5. The Lesse will attend the AGM of Ocean Park Association and at least three bimonthly Executive Committee Meetings out of six.

6. A separate register of Club House Agenda Points would be made by the Lesse where all points raised, discussed and agreed would be recorded. The actions taken by the lesse would be recorded and informed / read out during the Associations EC Meetings.

7. Certain reports and returns, mostly pertaining to non members, security, serviceability of facilities & equipment would be sought from the lesse on the formats to be decided by the EC & Estate Manager.

**Article 36 Dismissal of President or Executive Committee or It's Members**

(a) The Annual General Meeting shall have the powers to dismiss the Executive Committee or its constituents , for its misconduct by 2/3rd of all remaining members, excluding the entire Executive Committee, voting for such dismissal. However, before taking any decision in this matter, the Executive Committee shall be given fifteen days time to explain it's stand by the Chairman within 48 hours of conclusion of AGM.

(b) The Chairman will deliberate the reasons given be the EC with as many members he/she deems fit and record statements /reasons. The final decision will be communicated/ displayed on the Notice Board of the Association's office &/ or Club House within 30 days of the AGM's concluding date.

(c) If the Chairman in his orders it dismisses the Managing Committee, he shall appoint an Adhoc Committee nominated by him, which will take over the affairs of the Association & to run the day to day matters of the Association, till the full fledged Executive Committee is duly elected in the next Annual General Meeting or Special General Body Meeting (SGBM) if called solely for the purpose by the Chairman alone.

(d) If in the opinion of the Executive Committee any of the members of the Executive Committee is guilty of misconduct then the President of the Executive Committee shall call for written explanation from the member by giving him/her fifteen days time. The said matter will be placed before the General Assembly, along with the written explanation, if any, of the said member.

(e) The AGM, by 2/3rd majority of the members voting may dismiss the said member from the Executive Committee. If the General Assembly dismisses such member form the Executive Committee, the Executive Committee shall have the powers to fill up the vacancy so caused till the next election of Executive Committee in Annual General Body Meeting.

(f) If the President of the Association is guilty of any misconduct, the Chairman of General Assembly of the previous Annual General Assembly meeting shall call from the President written explanation about his/her stand, giving him/her fifteen days time. The matter about the dismissal of the President shall be placed before the General Assembly by the Chairman of the General Assembly along with the explanation received, if any. The General Assembly shall have the powers to dismiss the President of the Association for his/her misconduct by 2/3rd of its remaining members excluding the President only, and voting for such dismissal. If the President of the Association is dismissed by the General Assembly then one of the members shall be nominated as the Acting President till the next elections are duly held in the Annual General Meeting.

**Article 37** **Powers and Duties of Auditors**

The Auditors shall audit quarterly the accounts of the Association and shall also examine the accounts and all documents concerning the administration of the association and give their opinion/observations on the financial matters to the President and Secretary. The annual audit report for the gone by FY would be placed before the next AGM.

**Article 38** **Bank Accounts of the Association**

(a) The Association shall open, maintain and operate the accounts in the name of the Association in any Nationalised or Co-operative Bank as may be decided by the Executive Committee .

(b) A new bank a/c will be opened in a nationalised bank or Co-operative Bank in the name of the association which shall be operated jointly by any two persons of EC or Estate Manager, one mandatory signatory being President or Secretary or Treasurer.

**Article 39** 'Breaking of Fixed Deposits' over and above Corpus Fund as laid down in rules, can only be done by 2/3rds of members present at AGM. Since the interest income on the FDs is the only source of revenue for the association and helps the association run the essential services smoothly, breaking of any FD should be avoided as a norm, to conserve the revenue earning assets.

**Article 40** **Sub Committees**

The Executive Committee may appoint any number of Sub-Committees to help carry out the various activities of the Association which sub Committee s will function for such time as deemed necessary by the Executive Committee.

(a) The Sub-Committee shall be answerable to the Executive Committee in respect of its activities.

(b) The Sub-Committee shall keep informed of the progress of the activity entrusted at least once a week to the Secretary.

(c) The Executive Committee shall have the power to remove any member from such Sub-Committee and reappoint another member.

**Article 41** **Accounting Year of the Association**

The Accounting Year of the Association shall be the financial year from 01st April to 31st March.

**Article 42** **Finance**

(a) The Income of the Association shall consist of as mentioned in **Article 16** and as follows :-

(i) Membership Fees and Income from any other Activities.
(ii) Grants, Donations and Income from any other Sources.
(iii) Interest from the corpus fund.
(iv) By deposits from members.
(v) Readmitting fees from new members.
(vi) Use of Open Space charges by members, on permission from association.

(b) The Expenditure of the Association shall consist of :-

(i) Purchase of periodicals journals, stationery, computer stationery, AMCs, purchase of monthly maintenance materials etc.
(ii) Traveling and advertisement expenses in connection with the activities of the Association.
(iii) Any other Incidental Expense connected with the activities of the Association.
(iv) Outgoings on appointments of an Estate Manager, permanent / temporary staff.
(v) Outgoings on central services like electricity bills, cleaning of common areas and gardens, water pumps, swimming pool maintenance, roads maintenance & signs, telephones/EPABXs bills, Internet connectivity, postage, audit & accountants fees and legal fees .
(vi) All expendables or otherwise for maintenance in open spaces
(vii) AMCs of Lifts, Generators, Firefighting equipment or captive power supplies.

**Article 43 Financial Powers**

(a) **Chairman AGM**: Upto Rs 500,000/= per Financial Year.
(b) **Executive Committee :** Upto Rs 200,000/= in a month and all outgoings sanctioned and approved in the Executive Committee meetings.

(c) **Estate Manager (EM):** Upto Rs 50,000/= in a month. Any amount in excess to be decide by the Executive Committee from time to time. If authorised by Managing Committee also pay out all outgoings sanctioned and approved in the Managing Committee meetings.

**Article 44 Elections**

(a) The General Elections for the Executive Committee of the Association shall be held in the month of January.

(b) The Executive Committee shall remain in office for a period of five years.

(c) The Chairman of the Annual General Assembly, shall be the Chief Electoral Officer of the Election of the Association. The Election of the office bearers of the Executive Committee shall be held under his guidance and his decision on any dispute/question or issue in respect of the election shall be final.

## GENERAL

**Article 45** The present Rules and Regulations of the Association can be altered totally or partially or any amendments to these rules and regulations can be done with the approval of the Annual General Meeting with a majority of at least 2/3rd of the members present but not less than at least 100 (One hundred) members.

**Article 46** The Secretary will compile such changes sought in present Rules and Regulations of the Association, as and when received and full compilation must be given to the President of Association at least Fifteen days before AGM Annual General Meeting with a copy of it affixed on the notice board at least ten days before the meeting.

**Article 47** It is not permitted for any person or member to collect donations for and on behalf the Association without the necessary written sanction of the Executive Committee of the Association specifying the purpose and period of such sanction.

**Article 48** The Flat owners would be fully responsible and accountable for the behavior of their Guests staying at their property and personal staff employed, especially when they may not be in station. Necessary charges may be payable by the member concerned for use of central facilities like swimming pool, central parties, etc by the Guests, if decided and approved by the Executive Committee .

**Article 49** This Constitution and first Executive Committee shall come into force and operation with effect from that date of the Annual General Meeting at which they are elected , voted, considered and passed.

**Article 50** The Association will be a non profit organization and all incomes, earnings movable and immovable properties of the society shall be solely utilised and applied towards the promotion of it's aims and objects only as set forth in the Memorandum of Association and no portion thereof shall be paid of or transferred directly or indirectly by way of dividends, bonus , profit, or in any manner whatsoever , to the present or past members of the society or to any person claiming through any one or more of the present or the past members.

The Affairs of Club House in the MOP Complex would be managed and run by the Lesse as per the provisions of the Lease Deed effective from 25th July 2106 till 24th July 2021. In case of any dispute arising at the AGM of MOPA the same would be dealt by a Committee comprising of :-

(a) The Builder/Promoter Mr Joe Mathias or his appointee
(b) The Lesse or his appointee
(c) Two members of Executive Committee
(d) The Estate Manager

**Article 51 Dissolution** If at any time the Association is dissolved, the net asset of the Association shall not be distributed among the members but shall be handed over to an Organisation(s) with similar objects to which the dissolved Association was eligible for, from amongst same members of Ocean Park Phase I & Phase II (Four sectors).

**Article 52 Standing Operating Procedures (SOPs)**

The following SOPs (standing operating procedures) would be made and included/attached in the Rules and Regulations of the Association as necessary and unavoidable to simplify normal day to day management of the MOPA. These SOPs would further give rights, empowerment and responsibilities, depending upon the situations available and are not exhaustive. SOPs can be formulated, adopted or amended in AGMs, with 50% members present in the AGM supporting the resolution.

SOP No 1 - Rules regarding "Open Spaces".
SOP No 2 - Rules for keeping "Domestic Pets".
SOP No 3 - Rules regarding "Personal Domestic Staff/Caretaker/Drivers" of Flat Owners.
SOP No 4 - Rules for Builders, Fabricators, Casual Workers and Service Personnel.
SOP No 5 - Rules for Security Staff & Security Aspects & Actions to be taken on Police Intervention in the Complex .
SOP No 6 - Rules & Regulations for Operation & Maintenance of Lifts.

**Article 53** Blank

## CERTIFICATE

Certified that this is the Original Copy of the Original Rules and Regulations Of MOPA Phase II "Mathias Ocean Park Association Phase II " adopted at the first meeting by members given below:-

| Sri No | NAME | DESIGNATION | SIGNATURE |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

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| 17 | | | |
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| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |

(Total Pages Sixteen Only)
END

**ANNEXURE 1**

**Refers to Article 5 of**

**Mathias Ocean Park Association Phase 2 (MOPA Ph2)**

Passport Sized Photograph
To be Signed at bottom without defacing the face.
One copy of passport photo in r/o all members living in the flat

Block No

Flat No

Built up Area

Name of Owner & Aadhar No

Permanent address of Owner

Spouse/Husband/Wife name & Aadhar Nos

Children Name D of B Age (as on date)
1
2
3

Nominated Legal Heir/s
(for transfer of flat)

PAN No

Passport No

Driving License No

Voter Card No

Vehicles registered in own name (2/3 wheeler will park & stay in complex)
1
2
Pets owned

To,
The Secretary,
MOPA Phase 2

Under Article 5 of Rules and Regulations I hereby apply for membership of Mathias Ocean Park Association Phase I.

I Undertake fo my own free will that I would follow the MoA Phase 2 and Rules & Regulations framed therein.

All the details given above are true to the best of my belief & knowledge.

Signed
Name:

Address Signatures

Proposed by
Name:

Seconded By
Name:

Place:
Date:

TRUE COPY

ANNEXURE-R-10

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2016

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2016-2017

CIRCLE :

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure as per Income and Expenditure Account | 7,904 | |
| | Add: Income tax Paid | - | |
| | | 7,904 | |
| | Less: Income considered separately | 327 | 7,577 |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | | 327 |
| | GROSS TOTAL INCOME ..... | | 7,904 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 7,904 |
| | ROUNDED UP TO ..... | | 7,900 |

NOTES:

| | | |
|---|---|---|
| 1 | Tax on above | NIL |
| 2 | Tax deducted at source | NIL |
| 3 | **Balance tax Refundable** | NIL |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2016

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | - | | Bank Balances : | | |
| Add: Excess of Income over expenditure | 7,904.25 | 7,904.25 | Savings Bank Account | | |
| | | | Canara Bank | 1,93,827.00 | |
| **MAINTENANCE DEPOSIT** | | | Fixed Deposit | | |
| Opening Balance | - | | Canara Bank | 14,52,500.00 | 16,46,327.00 |
| Add: Additions during the year | 10,94,000.00 | 10,94,000.00 | | | |
| **SINKING FUND** | | | Accrued Interest on FD | | |
| Opening Balance | - | | Canara Bank | | 7,577.25 |
| Add: Additions during the year | 5,47,000.00 | 5,47,000.00 | | | |
| **CURRENT LIABILITIES** | | | | | |
| Joe Mathias | | 5,000.00 | | | |
| TOTAL | | **16,53,904.25** | TOTAL | | **16,53,904.25** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2016

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To Bank Charges | 34.00 | By Bank Interest - SB | 361.00 |
| " Excess of Income over Expenditure | 7,904.25 | By Bank Interest - FD | 7,577.25 |
| TOTAL | 7,938.25 | TOTAL | 7,938.25 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2016

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To **Opening Balance** | | | By Bank Charges | | 34.00 |
| Canara Bank | - | | " **Closing Balance** | | |
| Fixed Deposits | - | - | Canara Bank | 1,93,827.00 | |
| " Maintenance Fund | | 10,94,000.00 | Fixed Deposits | 14,52,500.00 | 16,46,327.00 |
| " Sinking Fund | | 5,47,000.00 | | | |
| " Joe Mathias | | 5,000.00 | | | |
| " Bank Interest - SB | | 361.00 | | | |
| **TOTAL** | | 16,46,361.00 | **TOTAL** | | 16,46,361.00 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE I : MAINTENACE DEPOSIT :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 MAHESH YADAV | 1,23,000.00 |
| 2 ASHWIN MENDONCA | 1,38,000.00 |
| 3 C.S.I. E SECURE | 1,23,000.00 |
| 4 C.S.I. E SECURE | 1,23,000.00 |
| 5 HARDEEP KAUR | 1,65,000.00 |
| 6 LUCIENA R VIEGAS | 1,34,000.00 |
| 7 MUMTAZ BEGUM | 1,23,000.00 |
| 8 AMAR PRABHUDESAI | 1,65,000.00 |
| TOTAL | 10,94,000.00 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE II : SINKING FUND :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 MAHESH YADAV | 61,500.00 |
| 2 ASHWIN MENDONCA | 69,000.00 |
| 3 C.S.I. E SECURE | 61,500.00 |
| 4 C.S.I. E SECURE | 61,500.00 |
| 5 HARDEEP KAUR | 82,500.00 |
| 6 LUCIENA R VIEGAS | 67,000.00 |
| 7 MUMTAZ BEGUM | 61,500.00 |
| 8 AMAR PRABHUDESAI | 82,500.00 |
| TOTAL | 5,47,000.00 |

ANNEXURE-R-11

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2017

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2017-2018

CIRCLE :

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure as per Income and Expenditure Account | 5,11,587 | |
| | Add: Income tax Paid | - | |
| | | 5,11,587 | |
| | Less: Income considered separately | 5,11,587 | - |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | | 5,11,587 |
| | GROSS TOTAL INCOME ..... | | 5,11,587 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,11,587 |
| | ROUNDED UP TO ..... | | 5,11,590 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 27,318 | |
| | Add: Edu Cess | 820 | |
| | | 28,138 | 28,138 |
| 2 | Tax deducted at source | | 48,915 |
| 3 | **Balance tax refundable** | | **20,777** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2017

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 7,904.25 | | Deposits | | |
| Add: Excess of Income over expenditure | 5,11,586.93 | 5,19,491.18 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 10,94,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 76,72,000.00 | 87,66,000.00 | Canara Bank | 8,41,412.00 | |
| | | | HDFC Bank | 1,30,848.00 | |
| **SINKING FUND** | | | Fixed Deposit | | |
| Opening Balance | 5,47,000.00 | | Canara Bank | 77,71,454.00 | |
| Add: Additions during the year | 37,83,500.00 | 43,30,500.00 | HDFC Bank | 43,92,000.00 | 1,31,35,714.00 |
| **CURRENT LIABILITIES** | | | Tax Deducted at Source | | |
| Joe Mathias | | 5,000.00 | Canara Bank | 42,475.00 | |
| | | | HDFC Bank | 6,440.00 | 48,915.00 |
| | | | Accrued Interest on FD | | |
| | | | Canara Bank | 3,44,398.18 | |
| | | | HDFC Bank | 57,964.00 | 4,02,362.18 |
| TOTAL | | 1,36,20,991.18 | TOTAL | | 1,36,20,991.18 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman | Secretary | Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2017

| EXPENDITURE | AMOUNT (₹) | INCOME | AMOUNT (₹) |
|---|---|---|---|
| To Bank Charges | 819.00 | By Bank Interest - SB | |
| | | Canara Bank | 20,404.00 |
| " Excess of Income over Expenditure | 5,11,586.93 | HDFC Bank | 2,848.00 |
| | | " Bank Interest - FD | |
| | | Canara Bank | 4,24,749.93 |
| | | HDFC Bank | 64,404.00 |
| TOTAL | 5,12,405.93 | TOTAL | 5,12,405.93 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2017

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 819.00 |
| Canara Bank SB | 1,93,827.00 | | " TDS on Canara Bank FD | | 4,209.00 |
| HDFC Bank SB | - | | " Kuber Gas Tech | | 34,000.00 |
| Canara Bank - FD | 14,52,500.00 | | | | |
| HDFC Bank - FD | - | 16,46,327.00 | | | |
| | | | " Closing Balance | | |
| " Maintenance Fund | | 76,72,000.00 | Canara Bank SB | 8,41,412.00 | |
| " Sinking Fund | | 37,83,500.00 | HDFC Bank SB | 1,30,848.00 | |
| " Canara Bank Interest - SB | | 20,404.00 | Canara Bank - FD | 77,71,454.00 | |
| " HDFC Interest - SB | | 2,848.00 | HDFC Bank - FD | 43,92,000.00 | 1,31,35,714.00 |
| " Canara Bank Interest - FD | | 49,663.00 | | | |
| TOTAL | | 1,31,74,742.00 | TOTAL | | 1,31,74,742.00 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE I : MAINTENACE DEPOSIT :**

| SR. NO. | NAME | BUILD. NO. | FLAT NO. | AMOUNT (Rs.) |
|---|---|---|---|---|
| 1 | Mahesh Yadav | | | 1,23,000.00 |
| 2 | Ashwin Mendonca | | | 1,38,000.00 |
| 3 | C.S.I. E Secure | | | 1,23,000.00 |
| 4 | C.S.I. E Secure | | | 1,23,000.00 |
| 5 | Hardeep Kaur | | | 1,65,000.00 |
| 6 | Luciena Radhika Viegas | | | 1,34,000.00 |
| 7 | Mumtaz Begum | | | 1,23,000.00 |
| 8 | Amar Prabhudesai | | | 1,65,000.00 |
| 9 | Sudha Shah | | | 1,23,000.00 |
| 10 | Tamal Raha | | | 90,000.00 |
| 11 | Shrikrishna Pokle | | | 1,75,000.00 |
| 12 | Cezar Menezes | | | 1,75,000.00 |
| 13 | Dr. Maria Menezes | | | 1,75,000.00 |
| 14 | Satish Kumar Gupta | | | 1,75,000.00 |
| 15 | Ravinder Mehta | | | 1,75,000.00 |
| 16 | Dr. Edward Borges | | | 1,23,000.00 |
| 17 | Dr. Edward Borges | | | 1,23,000.00 |
| 18 | Nirav Pathak | | | 1,23,000.00 |
| 19 | Noel Mendes | | | 1,23,000.00 |
| 20 | Premnath Iyer | | | 1,23,000.00 |
| 21 | Alok Mani Sharma | | | 1,75,000.00 |
| 22 | Osswin D'costa | | | 1,23,000.00 |
| 23 | Sanjay Kulkarni | | | 90,000.00 |
| 24 | Yogesh Nadkarni | | | 1,23,000.00 |
| 25 | Kishan Pal Siwach | | | 1,23,000.00 |
| 26 | Nazareth D. Soares | | | 1,23,000.00 |
| 27 | Anu Sondhi | | | 1,23,000.00 |
| 28 | Joaquim Baretto | | | 1,23,000.00 |
| 29 | Valerina Fernandes | | | 1,75,000.00 |
| 30 | Ashwin & Nisha George | | | 1,34,000.00 |
| 31 | Kripa Desai/Keyur Desai | | | 90,000.00 |
| 32 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 33 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 34 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 35 | Karita T. Soares | | | 1,23,000.00 |
| 36 | Karita T. Soares | | | 1,23,000.00 |
| 37 | Karita T. Soares | | | 1,23,000.00 |
| 38 | Karita T. Soares | | | 1,23,000.00 |
| 39 | Sundeep Singapuri | | | 1,75,000.00 |
| 40 | Dattatraya Patil | | | 1,23,000.00 |
| 41 | Mousami Singh/Jaspal Singh | | | 1,75,000.00 |
| 42 | O. P. Gopakumar | | | 1,23,000.00 |
| 43 | Pradip K. Rodrigues | | | 1,23,000.00 |
| 44 | Zeena D'Lima | | | 1,65,000.00 |
| 45 | Darryl M. Pais | | | 1,65,000.00 |
| 46 | Pratap Sawant | | | 1,23,000.00 |
| 47 | Pratap Sawant | | | 1,23,000.00 |
| 48 | Beena Bhatia | | | 90,000.00 |
| 49 | Vijay Patil Vaishali Patil | | | 1,23,000.00 |
| 50 | Vinod Ghodawat | | | 1,23,000.00 |
| 51 | Maxie Lewis | | | 1,38,000.00 |
| 52 | Pradeep Khanna | | | 1,23,000.00 |
| 53 | Nazir Rayani/Nadia Rayani | | | 2,10,000.00 |
| 54 | Pascoal Trinidade | | | 1,23,000.00 |
| 55 | Mahesh Dhamapurkar | | | 1,23,000.00 |
| 56 | Mahesh Dhamapurkar | | | 1,23,000.00 |
| 57 | Bento Torcato | | | 1,05,000.00 |
| 58 | Jeffrey Gracias | | | 1,23,000.00 |
| 59 | Malcolm Gomes | | | 1,75,000.00 |
| 60 | Martina D'Costa | | | 1,75,000.00 |
| 61 | Sergio Carvalho | | | 1,65,000.00 |
| 62 | Riva Anthony Trinidade | | | 1,23,000.00 |
| 63 | Riva Anthony Trinidade | | | 1,23,000.00 |
| 64 | Poornima S. Dhume | | | 1,23,000.00 |
| 65 | Anita Fernandes | | | 1,23,000.00 |
| | **TOTAL** | | | **87,66,000.00** |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE II : SINKING FUND :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 Mahesh Yadav | 61,500.00 |
| 2 Ashwin Mendonca | 69,000.00 |
| 3 C.S.I. E Secure | 61,500.00 |
| 4 C.S.I. E Secure | 61,500.00 |
| 5 Hardeep Kaur | 82,500.00 |
| 6 Luciena R Viegas | 67,000.00 |
| 7 Mumtaz Begum | 61,500.00 |
| 8 Amar Prabhudesai | 82,500.00 |
| 9 Sudha Shah | 61,500.00 |
| 10 Tamal Raha | 45,000.00 |
| 11 Shrikrishna Pokle | 87,500.00 |
| 12 Cezar Menezes | 87,500.00 |
| 13 Dr. Maria Menezes | 87,500.00 |
| 14 Satish Kumar Gupta | 87,500.00 |
| 15 Ravinder Mehta | 87,500.00 |
| 16 Dr. Edward Borges | 61,500.00 |
| 17 Dr. Edward Borges | 61,500.00 |
| 18 Nirav Pathak | 61,500.00 |
| 19 Noel Mendes | 61,500.00 |
| 20 Premnath Iyer | 61,500.00 |
| 21 Alok Mani Sharma | 87,500.00 |
| 22 Osswin D'costa | 61,500.00 |
| 23 Sanjay Kulkarni | 45,000.00 |
| 24 Yogesh Nadkarni | 61,500.00 |
| 25 Kishan Pal Siwach | 61,500.00 |
| 26 Nazareth D. Soares | 61,500.00 |
| 27 Anu Sondhi | 61,500.00 |
| 28 Joaquim Baretto | 61,500.00 |
| 29 Valerina Fernandes | 87,500.00 |
| 30 Ashwin & Nisha George | 67,000.00 |
| 31 Kripa Desai/Keyur Desai | 45,000.00 |
| 32 Albertina T. Rodrigues | 61,500.00 |
| 33 Albertina T. Rodrigues | 61,500.00 |
| 34 Albertina T. Rodrigues | 61,500.00 |
| 35 Karita T. Soares | 61,500.00 |
| 36 Karita T. Soares | 61,500.00 |
| 37 Karita T. Soares | 61,500.00 |
| 38 Karita T. Soares | 61,500.00 |
| 39 Sundeep Singapuri | 87,500.00 |
| 40 Dattatraya Patil | 61,500.00 |
| 41 Mousami Singh/Jaspal Singh | 87,500.00 |
| 42 O. P. Gopakumar | 61,500.00 |
| 43 Pradip K. Rodrigues | 61,500.00 |
| 44 Zeena D'Lima | 82,500.00 |
| 45 Darryl M. Pais | 82,500.00 |
| 46 Pratap Sawant | 61,500.00 |
| 47 Pratap Sawant | 61,500.00 |
| 48 Beena Bhatia | 45,000.00 |
| 49 Vijay Patil Vaishali Patil | 61,500.00 |
| 50 Vinod Ghodawat | 61,500.00 |
| 51 Maxie Lewis | 69,000.00 |
| 52 Pradeep Khanna | 61,500.00 |

| | | |
|---|---|---|
| 53 | Nazir Rayani/Nadia Rayani | 52,500.00 |
| 54 | Pascoal Trinidade | 61,500.00 |
| 55 | Mahesh Dhamapurkar | 61,500.00 |
| 56 | Mahesh Dhamapurkar | 61,500.00 |
| 57 | Bento Torcato | 52,500.00 |
| 58 | Jeffrey Gracias | 61,500.00 |
| 59 | Malcolm Gomes | 87,500.00 |
| 60 | Martina D'Costa | 87,500.00 |
| 61 | Sergio Carvalho | 82,500.00 |
| 62 | Riva Anthony Trinidade | 61,500.00 |
| 63 | Riva Anthony Trinidade | 61,500.00 |
| 64 | Poornima S. Dhume | 61,500.00 |
| 65 | Anita Fernandes | 61,500.00 |
| | **TOTAL** | **43,30,500.00** |

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## ANNEXURE-R-12

**Minutes of the Meeting**
**Between the Nominated members of Mathias Owners Ocean Park Residency & Mr Joe Mathias**

**Date : 01 May 2017**

This document details the minutes of meeting between Mr Mathias and nominated members of "Mathias Ocean Park apartment owners" which took place at Mathias House , Campal , Goa on 01 May 2017 at 10:30AM

Following were present for the meeting

1. Mr Joe Mathias
2. Mr Sheikh M Sadique
3. Mr Gopakumar
4. Mr Jayant Bhatia
5. Mr Maxie Lewis
6. Mr Darryl Pais

Other nominated Adhoc committee members Mr Sundeep Sinagpuri, Satish Gupta and Mr Ashwin George were unable to attend the meeting due to personal reasons.

The meeting was based on a mutually agreed agenda which had 32 points. The responses/ agreements are detailed below each agenda point

**Working Model of Association, Builders Intent**

1. Know the Intentions, Plans, Needs , Expectation of Mr Joe Mathias and his expectations from existing apartment owners
   ***Response of Mr Mathias*** ***: The Project has 364 apartments , of which 160 sale agreements were made , subsequently 70 were cancelled following economic slow down & Mining ban . Currently 23 sales deeds have been executed to date and keys handed over. On account of poor sales there is no active participation from M/S Paramount end. Hence Mr Mathias has taken the whole ownership and completing the project themselves . Paramount have been allocated 37 flats . Total expenditure on the project has been Rs 169 Crores and Sales revenue from flats has only been Rs 90 crores. Mr Mathias assured that this is his dream project and he will continue to be actively involved in the project and has no plans to exit in the near future.***

2. Formation of an Ad-hoc committee to support Builder interface with other owners and be involved in the day to day running of the Apartment complex and Club house Work out Modalities of functioning of Adhoc committee
   ***Agreement*** ***: It was agreed that the nominated members form Adhoc committee will support the builder in interfacing with other owners and carrying out some administrative, knowledge sharing based on previous experiences and operational support in managing the complex.***

3. Realistic Time- Frame to form Association-. Recommend that Mr Mathias manage for next 2-3 years with the support of Adhoc committee till majority flats are sold
***Agreement**: It was agreed that the owners needed more time to form the association. Mr Darryl Pais said that we look at 2020 as realistic timeframe after majority flats are sold. Mr Mathias said that it may take 4-5 years to sell all the flats, so it was not practical to wait for all flats to be sold and then form the association . Mr Mathias suggested we potentially look at a shorter time frame of 18 -24 Months and that we have a re-look at the decision in Dec 2017*

4. Divergent clauses in Sale agreement / Sale deed on usage of Club house , membership , One time maintenance fee , Corpus, Sinking fund - needs to be ratified before a bye laws are adopted to avoid conflict
***Response from Mr Mathias**: It has been clarified by Mr Mathias that there are not many deviations except on*
*(i) Maintenance charges being collected from new sales will be at the rate of Rs 2000/Sqm as against Rs 1000 / sqm that was paid by existing owners*
*(ii) Full Club membership shall be for 4 Adults in a family as against some agreements which has a mention of 2 adults and two minor children .*
*(iii) Corpus fund and maintenance fund contributions given by the owners has been parked in a separate account and untouched except for Rs 34,000/- that was paid as refundable security deposit for gas agency.*

***Agreement**: It was agreed by the Adhoc committee to pay maintenance starting 01 May 2017 . Mr Mathias gave a figure Rs 8.33 per sqm per month based on calculation his office had made. There were some corrections in the numbers which needed to be done . Mr Mathias agreed to get the same corrected and share the exact figure per sqm. It was agreed to put this point across to the all owners meeting at 4:30 PM in the clubhouse on 01 May and get it ratified . The Builder agreed to pay monthly maintenance for all unsold/ cancelled apartments at the same agreed rates . This would include day to day expenses , such as AMCs for lifts and machineries , Housekeeping, water , Electricity, Genset, garbage collection, Gardener, Security , Sweepers etc… the accounts for which shall be made available to the Adhoc committee on a monthly basis in terms of income , expenses , receipts etc…*

5. How does the handing over work after we decide on a date
    a. CA for Fund audit and transfer
    b. Law firm for legal documents and give Adhoc Committee a final report
    c. Audit report of machinery ( Lift, motors , Fire equipment , STP ,. Status of Warranty, AMC, fault history & rectification)
    d. Audit of common area finish such as floors , roads , walls , ceiling , lights, garden etc
    e. Handing over process with 100% running of all items

***Response of Mr Mathias**: All the above points will be adhered to at the time of handing over*

6. Commencement of work on Constitution and Construction of EC and formation of society
   ***Agreement**: A draft copy of bye – law has been provided. The work on the same to begin notwithstanding the official handing over*

7. Request Mr Mathias to remain Honorary Chairman and Patron
   ***Agreement** : Mr Mathias agreed to be the honorary Chairman and Patron of the Adhoc Committee and the Association when it get formed*

8. Fix a date to start the clock for usage of maintenance amount collected from owners – Normal practice is on 100% completion of all work and all apartments sold , builder maintains for a year for warranty and then transition.
   ***Agreement** : It was agreed to pay maintenance at the rate ( Approx Rs 8.33 per sqm per month ( to be revised lower based on exact figure ) starting 01 May 2017. It was proposed by Mr Mathias that the maintenance amount be deducted from the advance collected . However it was later agreed that this point be referred to the larger group of all owners and secure unanimous approval*.

9. Reveal date of completion of Project in all aspects - a 100% complete project for phase-1 . Plans to sell the balance apartments and in what time frame?
   ***Response from Mr Mathias**: Phase -1 is almost complete . individual flat work will be completed soon as per requirement / owners needs . Mr Mathias assumes full responsibility to complete each and every apartment and handover the apartment to the complete satisfaction of owners*

**Club House & Norbert**

10. Free Usage of Club house and all its facilities for owners and their family + visiting house guests with no restrictions except on Spa , Zumba etc ..or other paid service until such transfer to Association
    ***Response from Mr Mathias**: Mr Mathias made it very clear that the usage of club house shall remain FREE for owners and their family ( 4 Adults per family). The FREE facilities include Swimming Pool, Gym, Badminton, Cards, Snooker, Carom etc… However services like Spa , Zumba , Nutritionist, personalized Gym trainer etc will be on a chargeable basis (at subsidized 50% rates for apartment owners and families) . For House guests , a sum of Rs 50 per day shall be paid to avail these except for paid services like Zumba , Nutritionist etc*
    *If the apartment is let out , tenants get right to use the facilities similar to owners but in that case the owner loses his entitlement till such time the flat is on rent.*

11. Builder to create a new document in conjunction with Apartment owners that supersedes the Sales Deed clauses on Club house which are in question.
    ***Response from Mr Mathias** : Mr Mathias shared the agreement copy between him and Norbert ( Gym operator) . The agreement between Mr. Mathias and Norbert was shared to the owners group in the meeting. The owners group shall go through the Agreement document provided and get back on the next steps*

12. Builder to share the current Agreement with Norbert and Exit clauses, usage of Club house rental income proceeds etc
    ***Agreement*** *Current Agreement with Norbert was Provided . Mr Mathias shared that Norbert has invested about Rs 3 Crores by taking a bank loan and the Agreement between him and Norbert showing revenues were prepared specifically to AVAIL THE LOAN . The committee agreed to study the same and get back with recommendations based on next action can be taken .*

13. Club House board to have Club house name - To remove Norbert Gym Board and replace it with **" Matthias Ocean Park Club House "**
    ***Agreement*** *This was agreed by Mathias*

14. Club house to be managed by a Proper Club house operator with Service industry experience
    ***Response from Mr Mathias*** *Mr Mathias gave us an overview of the process he took to identify the best operator based on experience , service, ease to deal with etc and zeroed in on Norbert who is a known brand in Goa*

15. Any new agreements with Club house operator to have Association / Committee Reps sign off and agreed to in a general body meeting . This clause to be inserted in sales deeds of apartments sold in future.
    ***Agreement*** *This was agreed by Mr Mathias*

16. Gym's need for permanent Equipment supplied by builder when Norbert Leaves.
    ***Agreement*** *This was agreed by Mr Mathias , however it was made clear that it not be at a large scale as is provided by Norbert today*

17. Relocate the snack Vendors from the entrance of the club house to lift the ambience of the club House
    ***Response from Mr Mathias*** *Mr Mathias would look into the matter and find a suitable location at the earliest*

18. Written Directive from Mr Mathias to security staff / to avoid confrontation with Norbert .
    a. Dos & Donts for outsiders to be framed by Mr Mathias and Adhoc committee
    b. Rules for Norbert Staff - Dos & Donts
    c. Outsiders car parks outside the building and walk in
    d. Outside members in Club house - sanctity of the club house and owners in periphery today.
    e. Restrict movement of outsiders to living areas & gardens

Same to be put up on the notice board

***Agreement*** *: This was agreed by Mathias . These guidelines to be drafted jointly by the Adhoc Committee and Mr Mathias AT THE EARLIEST and to be strictly adhered to by all concerned*

**Security & House-keeping , Waste etc..**

19. Beef up security with a good agency . Security to take directions from Mr Joe Matthias's Office and Adhoc committee and not from Norbert .
***Agreement*** ***Agreed by Mr Mathias . He also asked members to actively give suggestions***

20. Car Stickers & Gate Passes to be issued
***Agreement*** ***Agreed by Mr Mathias. Time frame to be given by Mr Mathias***

21. CCTV cameras for spruce up security
***Agreement*** ***Agreed by Mr Mathias. Time frame to be given by Mr Mathias***

22. Housekeeping agency with a clear cut cleaning pattern daily
***Agreement*** ***Agreed by Mr Mathias. Adhoc committee members will actively support***

23. Waste segregation/ Waste removal mechanism
***Agreement*** ***Agreed by Mr Mathias. Adhoc committee members will actively support***

24. Solar panel heating only on top 2 floors - a concern
***Agreement*** ***The maintenance for Solar panel will fall exclusively on 6$^{th}$ & 7$^{th}$ Floor owners as this facility is not present in the lower level apartments***

25. Parking of vehicles in car-park only - no parking on common area roads.
***Response from Mr Mathias*** ***Stilt parking has been allocated to some owners and allotment letters issued. Specific DEMARCATED Open parking is available on a first cum first serve basis for Free parking . No parking will be allowed on common area roads.***
***Agreement*** ***: Mr Mathias will allow the open space located between the club house and the property boundary wall as parking for Norbert gym users. This means no external vehicles of gym members will be parked in front of the gym road or residential complex. Mr Mathias agreed that after the boundary wall a suitable place will be allocated after taking into consideration, the inputs from the executive members for the parking with regards to the gym parking***

**General**

26. Doors in car park – cars getting damaged
***Response from Mr Mathias*** ***Will be investigated***

27. Share contact info of all owners
***Agreement*** ***Will be done***

28. Labor tent to be shifted out – Need a clear date
***Response from Mr Mathias*** ***This is expensive and may continue for some more time***

29. Water – PWD water connection status and will it meet requirement
    ***Response from Mr Mathias*** ***: Connection will be obtained in 1 month's time . There are 3 bore-wells, out of which only one is functional. The idea of Rain Water Harvesting is being explored*** .

30. Lobby Lighting to be spruced up .
    ***Agreement*** ***Agreed by Mr Mathias***

31. Builder to Hand Over all land record copies , court judgements concerning the property to all the owners .
    ***Agreement*** ***Agreed by Mr Mathias. All documents will be scanned and put on put on a portal to be downloaded by all owners***

32. Apartment Adda software for apartment management
    ***Agreement*** ***Agreed by Mr Mathias as it is a simple way to manage and keep everyone informed at a minimum subscription cost***

**TRUE COPY**






गोवा GOA

321030

Sr. No. 1754 Place of Vendor, Mapusa
Date of Issue 8/6/17 Value of Stamp
Paper Rs. 1000/- One thousand only
Name of H/S Prestige Estates Projects Limited
Residing at Bangalore

BABAL A. DHARGALKAR
No. AC-STP-VEN/MAPUSA/775
ATMARAM INVESTMENT CENTRE
Rijim Plaza, 2nd Floor,
Office No. D-217, N.C. Fish Market
Morod, Mapusa, Goa.

B
Signature of the Stamp Vendor

Signature of the Purchaser

NOTARY
N. S. SHINDE
BARDEZ AREA
Regd. No. 135/2000
GOVT. OF GOA (INDIA)

# POWER OF ATTORNEY

COPY ISSUED UNDER
RIGHT TO INFORMATION ACT 2005

PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

1/48

...TARY
...S. SHINDE
BARDEZ AREA
...o. No. 135/2000
...F GOA (INDIA)

BY THESE PRESENTS WE (1) **MR. JOE MATHIAS,**68 years of age, married, business, son of late Marcelino Mathias, holder of PAN ADCPM7021N, and his wife (2) **MRS. MARIOLA MATHIAS**, 56 years of age, married, housewife, daughter of late Richard Gonsalves, holder of PAN AEBPM7212B, both Indian National, residents of Villa Mathias, Opp. Circuit House, Altinho, Panaji, Goa 403001, do hereby state as under:

WHEREAS there exists a property admeasuring 80720.00 square metres being part of a larger holding bearing survey no: 249/1-A of Taleigao, within the limits of the Village Panchayat of Taleigao, Taluka and sub district of Bardez, District of North Goa, State of Goa admeasuring 83160 square metres which is part of the property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGUEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM known as "MAULINGEM" described in the Land Registration Office of Ilhas under NO: 14890 at page 91 of Book B-39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for " Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square metres which part is of holding bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres and more particularly described in the Schedule I hereinunder written and hereafter referred to as THE SAID PROPERTY.

WHEREAS the property bearing survey no: 249/1-A of Taleigao admeasures 83,160 square metres but is now limited to 80,720 square metres as parts of this holding has been conveyed/assigned as follows:

a. Plot of Land allotted to Ranjit Saterdekar and Vijaya Saterdekar in terms of decree dated 14.3.2012 in first Appeal no: 289/2006 ... 1500.00 sq. mts.

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PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY



2/48

TARY
S. SHINDE
RDEZ AREA
No. 135/2000
GOA (INDIA)

b. Conveyed to Meridian Estate Pvt. Ltd., Goa by Deed of Sale executed on 24.10.2006 and registered under no: 90/9.1.2007... 640.00 sq. mts.

c. Conveyed to Meridian Estate Pvt. Ltd., Goa by Deed of Sale executed on 5.7.2010 and registered under no: 2049/19.7.2010 . 300.00 sq. mts.

AND WHEREAS by a document titled "DEED OF SUCESSION BY TRANSFER OF UNDERTAKING" executed on 31.3.2009 it is stated that M/S J. M. DEVELOPERS Corporation, a proprietary concern of Joe Mathias will be succeeded by M/S Mathias Construction Private Limited.

AND WHEREAS WE do hereby confirm and ratify the said Deed of Succession by Transfer of Undertaking, executed on 31.3.2009 in personal capacity, whereby all our rights stand assigned to the said MATHIAS CONSTRUCTION PRIVATE LIMITED irrevocably in respect of the said property, and as abundant caution and affirmation that we ratify the deed and accept that the said MATHIAS CONSTRUCTION PRIVATE LIMITED shall have a clear right to the said property and the development thereof and that we have no claim of any nature whatsoever to the said property and development thereof and further that we are aware that we are estopped from any claim in respect of the said property but undertake to sign and execute property conveyance thereof in favor of third parties, as and when required by the said MATHIAS CONSTRUCTION PRIVATE LIMITED.

AND WHEREAS the said M/s Mathias Construction Pvt. Ltd., is in the process of arranging the planning and development of a part of the said property identified as SECTOR IV and more particularly described in Schedule II hereunder written and this Power of attorney is limited to the SAID SECTOR IV.

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RIGHT TO INFORMATION ACT 2005

PUBLIC INFORMATION OFFICER
NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

TARY
S. SHINDE
RCE? AREA
No. 135/2000
(INDIA)

AND WHEREAS to facilitate the execution of such planning and development, we do hereby desire to appoint a suitable attorney to act for and on our behalf in our absence.

NOW THEREFORE WE, (1) **MR. JOE MATHIAS,** 68 years of age, married, business, son of late Marcelino Mathias, holder of PAN ADCPM7021N, and his wife (2) **MRS. MARIOLA MATHIAS**, 56 years of age, married, housewife, daughter of late Richard Gonsalves, holder of PAN AEBPM7212B, both Indian National, resident of Villa Mathias, Opp. Circuit House, Altinho, Panaji, Goa 403001, do hereby irrevocably appoint, constitute and nominate **M/s. PRESTIGE ESTATES PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore 560 001 represented herein by its Authorized Signatory, **MR.SURESH SINGARAVELU,** 65 years of age, son of Mr. Muniswami Singaravelu, holder of Adhar- 597629895788, holder of PAN ACSPS2190P, Indian National, resident of Aviv, #723/2, 113 Siddapura, Nellurahalli Road, Bangalore North, Whitefield, Karnataka 560066 who authorized by virtue of a Resolution of its Board of Directors dated 31st March 2017 or their nominees to be our true and lawful attorney, for us, to act for and on our behalf to do, the acts, deeds and things hereinafter provided in respect of the Land or any part thereof:

1. To apply for the conversion of the use of land from agricultural to non-agricultural purpose, for the purpose of construction thereon and to obtain the Sanad from the Collector or from any other authority of Goa in our name or in the name of our attorney.

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2. To get the alterations, corrections and other amendments done in the Survey records in respect of our property and to do any such act or acts necessary for this purpose.

3. To Apply for and obtain, Amend, Modify, Revise the sanctioned Plans and prepare and to submit the plans for the construction of building of any compound wall or any building or any other structure and to get the same approved and constructed for and on the behalf or in the name of our attorney and further to enter into any agreement for construction on our behalf or in the name of our attorney and to pay the fair cost for such construction.

4. To take all decisions for the Development of the Sector IV and the Project and the Marketing thereof of the Saleable/Leasable Built-up Area. To carry out the full, exclusive and uninterrupted development of said sector IV.

5. To make payment and/or receive refund of all deposits, fees, scrutiny fees, premiums, charges, payments that may have been paid to and from all public or governmental authorities in relation to the Approvals and any other amendments or modifications thereof;.

6.To make, sign, execute, submit, address and admit execution before the Offices of the Sub-Registrar of Assurances and ensure the due registration under the Registration Act, 1908, of, all applications, forms, declarations, documents, undertakings, papers, plans, writings, indemnity bonds, letters, communications, returns, representations, statements, terms, conditions, etc. as may be required in relation to the obtainment, maintenance, amendment, modification, substitution and validation/re-

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validation of the Approvals;

7. To comply with all the terms of the Approvals and any other amendments or modifications thereof as may be issued from time to time;

8. To select and appoint Architect/s, Engineers and other consultants / professionals / contractors / third parties for the development of the Land and the Project and to enter into any construction contracts and other contracts / agreements / writings with such Architect/s, Engineers and other consultants / professionals / contractors / third parties;

9. To carry out and comply with all the conditions of all Approvals in respect of the Project and any other condition/s imposed by the concerned public authorities for the Development of the Land, including conditions contained in any Intimations of Disapproval, commencement certificates and occupation certificates;

10. To employ and/or engage labour, workmen, personnel - skilled and unskilled by executing such writings as may be necessary and to pay the wages, remuneration and salary of such workmen and to comply with all laws and regulations from time to time in force in that behalf including taking out the requisite insurance policies including workmen's insurance;

11. To apply for and obtain building material including cement, steel and bricks etc. and do all acts, deeds, matters and things necessary or required in that behalf for the development of the Project.

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12. To appear before any Panchayat authorities, Municipalities or any Government department and to apply for any document or certificate including no objection certificates, occupancy certificates or any other certificates concerning our property.

13. To apply the amount received from the sale or sales for the construction of the premises.

14. To initiate, participate, conduct and depose on our behalf and for us in Civil, Revenue and Criminal cases filed or to be filed against any person or persons in the Judicial, Revenue Court or any other Court and to take possession, acquire and retain the property hereunder mentioned or right in the said property and further to prefer any appeal there from or to defend any suit, cases, appeal or revision filed against us.

15. To withdraw, to claim, to demand and receive all and any money due to us jointly or severally from any person or persons and to give competent receipt therefore, in respect of the property hereunder specified.

16. To take possession and establish right to the property hereunder mentioned and all monies which pertain to the transaction by sale, mortgage, hypothecation or alienation or by any other manner in respect of the property herein mentioned.

17. To sign in our names any acts, deed or things to execute, verify and delivery any plaint written statement, contract, agreement compromise or any other documents including appeal and/or revision concerning our property hereunder mentioned belonging to us independently or in common or jointly or severally or any part thereof and to receive and sign

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and give or joint to signing and giving receipts and discharges for the money arising from such matter or matters.

18. To commence, carry on, depose in or defend all actions and other proceedings which we may file in future concerning our property hereunder mentioned on any part thereof or concerning anything in which we jointly or severally may be the party or parties and to compound, compromise or submit to arbitration all acts and actions suit, accounts, plaints, and to engage any pleader, lawyer or advocate to conduct any cases, suit or other proceedings, concerning anything in which we may have any interest.

19. To get the alteration and correction done in the survey records and for that purpose to file any application before any revenue authority or any other competent authority.

20. To pay and discharge all the present and future land revenue rates, taxes, charges and outgoing whatsoever imposed or charges upon our above property. And to pay the land taxes or any other taxes which our said attorney may think fit.

21. To appoint and remove in our attorney's absolute discretion any substance for and or agent under our said attorney in respect of all or any of the matters aforesaid upon which terms he may think fit.

22. To consume and utilize the inherent FSI/ Additional FSI and/or any other FSI including Further FSI, other benefit or entitlement by whatever name called on the Land and for that purpose to execute all the necessary deeds, documents and writings and register the same where they are required to be so registered;

23. To carry out the full, exclusive and uninterrupted development of the

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Land and the Project by constructing any buildings, Projects, including any Residential ,Commercial Buildings etc and undertake such other Development of the Land for such other user as may be mutually agreed between the Owners and the said M/s Prestige Estates projects Limited in terms of the Revenue Sharing Agreement by using and exploiting the Full Development Potential of the said Land as may be available and permitted under Applicable Law including but not limited to the inherent FSI and Further FSI available in accordance with the Applicable Laws and to market and sell/lease the Saleable/Leasable Area;

24. To deal with all the concerned authorities, departments, branches, offices and officers of any Development Authority ,Civil Aviation Authorities, District Collector, Revenue Authorities, Government of Goa and all its ministries and various departments, Central Government and all its ministries and various departments, defence establishments including the Air Force, Airport Authority, and all other concerned public / statutory authorities / private utility service providers and apply to, deal with, appear before and obtain from such authorities and utility service providers all such orders, certificates, permissions, clearances, extensions, modifications, no objection certificates, concessions, sanctions, consents, approvals, letter(s) of intent, registration certificate(s) as may be necessary in respect of the full, free and uninterrupted Development of the Land, the Project and the lease/transfer of the Saleable/Leasable Area comprised in the Project as per the terms of the Revenue Sharing Agreement;

25. To apply for and obtain, amend, modify, revise the sanctioned layout and/or building plans and/or floor plans in respect of the Land and the Project or parts thereof, to submit the same for approval and other

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requisite authorities and obtain approval thereof with such modifications, amendments and revisions as may be required and to pay all fees, charges, deposits and other monies as required in this regard;

26. To apply for and obtain all the Approvals (including any revisions or amendments or modifications thereof), Letters of Intent related to registration / any classification of the Project, Sanctioned Plans, development permissions, Commencement Certificates, Occupation Certificates, Completion Certificates (including the Full Completion Certificate), Permanent Registration Certificate(s) related to the Project from all competent and statutory authorities, utility service providers including, Ministries of Environment and Forests, Civil Aviation, Defence, Urban Development, Home Affairs, Law, Social Welfare of the Government of India or of the Government of Goa or any other ministries or departments of the Government of India or of the Government of Goa (including the Directorate of Industries, Development Commissioner) for the development of the Land and the Projectand to apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances, exemptions and concessions as may be necessary with respect to the Approvals;

27. To approach the Government of Goa and all its departments as also all other concerned authorities for the purpose of obtaining necessary 'No Objection Certificate' and/or permission and/or sanction in regard to carrying out the construction of building(s) comprised in the Project and completion thereof;

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28 To give such letters and writings and/or undertakings as may be required from time to time by NGPDA and/or other concerned authorities for the purpose of carrying out the Development of the Land as also in respect of the construction work of the building(s) thereon;

29.To deal with, appear before and file applications, declarations, certificates and submit and receive information, as may be required by and under Applicable Law to any governmental authority or other person or body in relation to the Project, the Land, the Full Development Potential, inherent FSI of the Land, Additional, Further FSI, as may be required with respect to the obtainment, maintenance, amendment, modification, substitution and validation/re-validation of the Approvals and such other permissions, consents, certificates, as shall be required for the purposes of Development of the Project;

30. To surrender and/or hand over possession of any set back area and/or reserved portions of the Land to the concerned public authorities and to execute necessary deeds and documents and to receive the benefit (including the benefit in the nature of grant of an additional floor space) of the same and deal with the same in such manner as they deems appropriate including to utilise the same on the Land and to give effectual receipt in respect thereof;

31. To make necessary applications under the Land Acquisition Act or under such other applicable law for the purpose of getting the Land or any portion thereof free from any acquisition or any reservation if any, that may hereafter affect the Land and also for the purpose of such applications sign and execute such writings and undertakings as may be

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required including to prefer appeals / revisions / review applications before concerned authorities or forum;

32. To undertake or cause the survey and/or inspection of the Land by concerned public / statutory authorities or through independent consultants for the purposes of obtaining Approvals, permissions and sanctions in relation to the Project;

33. To make necessary representations including filing of complaints and appeals before the Assessor & Collector or other concerned authorities or the Government of Goa including in the Court of competent jurisdiction or forum in regard to the fixation of rates related to levy of taxes / cesses on the building(s) under construction or the newly constructed building(s) on the Land and/or any portion thereof;

34. To carry out all the infrastructural work including levelling of the Land, laying of roads, street lights, water storage facilities, water mains, sewages, storm water drains, recreation gardens, boundary walls, electrical sub-stations and any other facilities / amenities, as may be required for the Project including for obtaining commencement certificate or occupation certificate or order of any Governmental / statutory / public authority for development of the Land and completion thereof;

35. To carry out all requisite activities for providing requisite infrastructural for the said Project including provision of water, internet, telecommunication, data storage, data dissemination, power supply and

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any other facilities / amenities / services, as may be required for the IT Park including;

36. To obtain completion certificate(s), occupation certificate(s) or such other certificates or consents or approvals permitting use and occupation and evincing completion of each of the buildings (or part thereof) that may be constructed from time to time on the Land and upon completion of the Development of the Land, to obtain the Completion Certificate (including Full Completion Certificate) as may be required, form the concerned authority;

37. To be generally entitled to do all other acts, deeds and things that may be required for carrying out the Development of the Project on the Land and also in the process of Marketing of the Project and for dealing with the same in a manner, for such consideration and on such terms and conditions as they deems appropriate;

38. To hand over possession of the units and the premises comprised in the Developer's Area to the lessees, licensees, as the case may be in the manner provided in the JDA;

39. To execute any deeds of rectification or confirmation or cancellation or corrigendum or such other deeds, documents or writing (as may be necessary) as regards any agreement, deed, document, writing etc. executed by us and/or under these presents and to lodge the same for registration with the Offices of the Sub-Registrar of Assurances and to admit execution thereof for us and on our behalf;

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40. To make, execute, sign, convey, deliver and discharge all such deeds, documents, writings, affidavits, indemnities, declarations, applications, undertakings, bonds and assurances, as may be deemed necessary or expedient for the purposes aforesaid in respect of the Land and the Project;

41. To appoint advocates, solicitors and counsels to appear and act for and on our behalf and to sign requisite document in their favor and to pay and settle their fees as and when the occasion may arise;

42. To file suit and/or other legal proceedings in a court of competent jurisdiction against any person or party or any Government body or authority in connection with all matters relating to the Land and/or the Project and to defend any suit or legal proceedings that may be filed against us and/or the Attorney in connection with all or any of the matters relating to the Land and the development work to be carried out thereon and for that purpose to sign and declare plaints and affidavits and other legal documents and papers as may be necessary and required in respect of prosecution of the aforesaid suits or legal proceedings;

43. To appear at the time of the hearing of the aforesaid suit or legal proceeding and to make submissions before the concerned Court and to lead evidence and to give such other information and particulars as may be necessary and required for effectively prosecuting the suit and/or legal proceeding, in consultation with the Owners.

44. To prefer appeal or appeals from the order passed by the concerned Court before the Appellate Court and the Honourable High Court and from

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the order/orders passed by the Honourable High Court and to sign and execute memos of appeal, affidavits, undertakings and such other court papers and proceedings as may be necessary and required in connection therewith.

45. To lodge for registration the documents that may be required from time to time to be registered before the Sub-Registrar of Assurances and to admit execution thereof;

46. To execute any Deed or document of mortgage to raise finance for the development of the said property by way of mortgage of 50% undivided right to the said property and for that purpose execute any deeds including deeds of mortgage, rectification, ratification, declaration and also be confirming party to said deeds or agreements and sign and execute the same before the jurisdictional Sub Registrar and admit its registration.

47. To lodge for registration the documents that may be required from time to time to be registered before the Sub-Registrar of Assurances and to admit execution thereof;

48. To represent us before any Government Authorities, Local Bodies and Departments including the Revenue Department, Mamlatdar, Deputy Collector, Collector, Talathi, Circle Inspector, Awalkarkuns etc. and for that purpose to make Applications and receive correspondence.

49. To obtain completion certificate(s), occupation certificate(s) or such other certificates or consents or approvals permitting use and occupation and evincing completion of each of the buildings (or part thereof) that may

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be constructed by the Developer from time to time on the Land and upon completion of the Development of the Land, to obtain the Completion Certificate (including Full Completion Certificate) as may be required, form the concerned authority;

50. To compromise or compound any Legal Proceedings.

51. To execute any Decree and file necessary Application for execution.

52. To secure any Clearance or No Objection or license or permissions from the Village Panchayat/Municipality, Town and Country Planning, P.P.D.A. and any other Departments.

53. To delegate or sub delegate any or all of the aforesaid powers generally or specifically in respect of any of the properties, estate and business interest.

54. Further for better and more effectually doing, effecting, executing and performing of the several matters and things aforesaid and as envisaged in the Agreement, we hereby give and grant unto the Attorney full power and authority from time to time to authorise and empower any person(s) to do, undertake and execute such acts and deeds as we ourselves shall effectively and completely do including to appoint one or more substitute/s or delegate or delegates to do, execute and perform all or any such matters or things as aforesaid and the same substitute or substitutes or delegate or delegates at pleasure to remove and to appoint another or others in their place at the risk, cost and consequences of the Attorney.

Generally to make, sign, deliver and discharge all letters, correspondences, affidavits, indemnities, declarations, applications, undertakings, bonds,

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assurances and all other deeds and documents and to pay taxes and to execute and perform any other acts, deeds, matters and things whatsoever which ought to be done or executed or performed or which in the opinion of the Attorney ought to be done or executed or performed in or about all matters concerning us as we could do if we were present and did the same, it being our intent and desire that all matters and things respecting the Land shall be under the full management, control and directions of the Attorney.

AND GENERALLY, to do and perform all acts, deeds, matters and things necessary for and/or incidental and/or related to all or any of the purposes aforesaid, and for giving full effect to the aforesaid, as amply, fully and effectually in all respects as the Owner could themselves do and perform if these presents had not been made.

WE HEREBY DECLARE that all and whatsoever the Attorney or his substitute or substitutes or delegate or delegates shall lawfully do or cause to be done by virtue of this Power of Attorney shall be construed as if the same has been done by us.

WE FURTHER DECLARE that we shall not in any manner undertake or perform any acts of commission or omission that relates in any manner to the powers hereby conferred or the authorities hereby granted.

WE DO HEREBY for ourselves, our successors and successors in interest agree to allow, ratify and confirm all and whatsoever the Attorney may do or purport to door cause to be done by virtue of these presents and in furtherance thereof.

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WE HEREBY DECLARE AND CONFIRM that all and whatsoever that shall be lawfully done, executed and/or performed by the Attorney under or by virtue of or for the purposes of these presents, shall be as good and effectual to all intents and purposes whatsoever, as if the same had been done, executed and/or performed by us.

AND for doing, performing and executing all the acts, deeds, matters and things aforesaid in respect of the Land or parts thereof the Attorney shall not be liable to pay any additional costs, charges, damages, consideration, to us, but shall do all such acts, deeds, things as may be required to carried out in accordance with the Agreement for revenue Sharing;

AND capitalised terms used and not defined herein but defined in the said Agreement shall have the same meaning as ascribed to them in the Agreement and shall be construed accordingly.

AND this Power of Attorney is executed pursuant to and as envisaged in the said Revenue Sharing Agreement and shall operate in furtherance of the terms and conditions laid down in the said Agreement.

AND notwithstanding anything contained hereinabove, all acts, deeds and things concerning the Property are to be performed, executed and complied with by the said Developer at its sole risk, cost and responsibility and in no case, the Owner shall be liable for any financial liabilities arising on any count whatsoever in furtherance of the powers hereby conferred.

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AND the Said Agreement has been fully stamped with requisite stamp duty as prescribed under Goa Stamp Act, and accordingly requisite Stamp Duty is Paid.

AND the Executants have executed this document at the request of the Attorney as needed by them for the smooth, effective and uninterrupted completion of the Project and the Attorney has in token of its acceptance of the powers granted herein, has executed these presents.

And generally to do, execute and perform all and every other matter and thing in whatsoever manner necessary and expedient to be done in respect of the said property hereunder mentioned of every and any nature and kind arising as fully and effectually as if we were personally present to do the same.

**SCHEDULE - I**

ALL THAT PROPERTY admeasuring 80720.00 square metres being part of a larger holding bearing survey no: 249/1-A of Taleigao, within the limits of the Village Panchayat of Taleigao, Taluka and sub district of Bardez, District of North Goa, State of Goa admeasuring 83160 square metres which is part of the property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGUEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM known as "MAULINGEM" described in the Land Registration Office of Ilhas under NO: 14890 at page 91 of Book B-39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for " Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square metres which property bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres is bounded as under:

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North: By the public road from Dona Paula to Bambolim.

South: By the property bearing survey No. 247, 250/1,

East: By the property bearing Survey No. 248/0

West: By road and survey no: 250/1.

marked and shown in green colour in the plan annexed hereto as Annexure II.

**SCHEDULE II**

ALL THAT PART north western part of the property more particularly described in Schedule I hereinabove which part admeasures approximately 8700 square metres, is marked as sector IV or "OCEAN PARK SECTOR IV" and its bounded as under:-

EAST:- By 10 meters wide road

WEST:- BY 8 meters wide road

NORTH:- By the Bambolim-Dona Paula road

SOUTH:- By the Sagar Co-Operative Housing Society.

IN WITNESS WHEREOF, we have signed and executed this Power of Attorney on this 9th day of the month of June of the year Two Thousand and Seventeen at Mapusa, Bardez – Goa.

**THE EXECUTANTS**

Identified by me:
Adv. C. Colaço



1.----------

**(MR. JOE MATHIAS)**

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2. ----------

(MRS. MARIOLA MATHIAS)

ACCEPTED BY ME



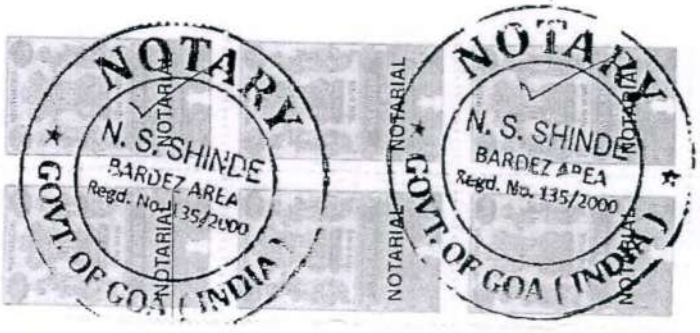

MR. SURESH SINGARAVELU

AUTHORIZED SIGNATORY

FOR M/S. PRESITGE ESTATES PROJECTS LTD.

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EXECUTED BEFORE ME
ON 09.06.2017

N. S. SHINDE, B.A. LL.B. NOTARY
Reg. No 554/2017

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8th June, 2017

**CERTIFIED COPY OF THE EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S. MATHIAS CONSTRUCTION PVT. LTD., HELD AT ITS REGISTERED OFFICE HOUSE NO.C-13/156, MATHIAS HOUSE, NEAR LUIS GOMES GARDEN, CAMPAL, PANAJI – GOA, HELD ON 07/06/2017.**

Resolved that the consent of the Board of Directors be and is hereby granted and accorded for authorizing **M/S. PRESTIGE ESTATES PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore 560 001 represented by its Managing Director or Authorized Signatory, Mr. Suresh Singaravelu, 65 years of age, son of **Shri Singaravelu**, holder of PAN **ACSPS2190P**, Indian National, resident of **002, 28/1, Embassy Casabella, Kasturba Cross Road, Bengaluru 560001** and supported by a Resolution of that Company dated 31st March 2017, to represent this company to appear before any Government Authorities, Local Bodies and Departments including the Revenue Department, Mamlatdar, Deputy Collector, Collector, Talathi, Circle Inspector, Awalkarkuns etc. for the purpose of seeking conversions, constructions and development licenses and for that purpose to make Applications and receive correspondence.

**MATHIAS CONSTRUCTION PVT. LTD.**

**"MATHIAS HOUSE"**
Campal, Panaji - Goa. 403 001. Tel.: +91 0832 2425454
W : www.mathiasgoa.com E : mathias@mathiasgoa.com
CIN : U45201GA1991PTC001685

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Further resolved that in case this Company refuses to sign any agreement for sale or for conveyance of undivided share in the land comprised in Sector IV of the said property in breach of the Agreement dated 8th June 2017 then the said M/S PRESTIGE ESTATES PROJECT LIMITED shall so long as it has complied with all their obligations under the said Agreement dated 8th June, 2017 and has not committed any breach thereof, be entitled to act on our behalf to enter into Agreements of Sale with prospective purchasers as per the draft agreement approved by us, and receive money, perform the agreements, execute the sale deeds and to do all other acts, deeds and things that may be necessary to develop Sector IV admeasuring 8700 square metres of the property bearing survey No. 249/1A of Taleigao and sell built up area and undivided right to the SAID SECTOR IV in the complex to be put up therein in favour of third parties and receive consideration thereof.

It is further resolved that the consent of the Board of Directors be and is hereby granted and accorded authorizing the said M/S PRESTIGE ESTATES PROJECT LIMITED to mortgage and raise finance by mortgaging 50% undivided right to the SAID SECTOR IV of the property bearing survey no.249/1A of Taleigao strictly in compliance of the terms of the Agreement dated 8th June 2017 ("JDA") in this regard.

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It is also further resolved that the consent of the Board of Directors be and is hereby granted to the said M said M/S PRESTIGE ESTATES PROJECT LIMITED to act for and on behalf of MR. JOE MATHIAS and his wife MRS.MARIOLA MATHIAS by way of sub delegation of powers granted to this company for the purposes of development, execution of agreements and deeds of sale as well as mortgage of rights to the SAID SECTOR IV provided the same is within the provisions of the said Agreement dated 8th June 2017 ("JDA") and further to:

1. To apply for the conversion of the use of land from agricultural to non- agricultural purpose, for the purpose of construction thereon and to obtain the Sanad from the Collector or from any other authority of Goa in our name or in the name of our attorney.

2. To get the alterations, corrections and other amendments done in the Survey records in respect of our property and to do any such act or acts necessary for this purpose.

3. To Apply for and obtain, Amend, Modify, Revise the sanctioned Plans and prepare and to submit the plans for the construction of building of any compound wall or any building or any other structure and to get the same approved and constructed for and on the behalf or in the name of our attorney and further to enter

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into any agreement for construction on our behalf or in the name of our attorney and to pay the fair cost for such construction.

4. To take all decisions for the Development of the Sector IV and the Project and the Marketing thereof of the Saleable/Leasable Built-up Area. To carry out the full, exclusive and uninterrupted development of said sector IV.

5. To make payment and/or receive refund of all deposits, fees, scrutiny fees, premiums, charges, payments that may have been paid to and from all public or governmental authorities in relation to the Approvals and any other amendments or modifications thereof.

6. To make, sign, execute, submit, address and admit execution before the Offices of the Sub-Registrar of Assurances and ensure the due registration under the Registration Act, 1908, of, all applications, forms, declarations, documents, undertakings, papers, plans, writings, indemnity bonds, letters, communications, returns, representations, statements, terms, conditions, etc. As may be required in relation to the obtainment, maintenance, amendment, modification, substitution and validation/re-validation of the Approvals.

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7. To comply with all the terms of the Approvals and any other amendments or modifications thereof as may be issued from time to time.

8. To select and appoint Architect/s, Engineers and other consultants / professionals / contractors / third parties for the development of the Land and the Project and to enter into any construction contracts and other contracts / agreements / writings with such Architect/s, Engineers and other consultants / professionals / contractors / third parties.

9. To carry out and comply with all the conditions of all Approvals in respect of the Project and any other condition/s imposed by the concerned public authorities for the Development of the Land, including conditions contained in any Intimations of Disapproval, commencement certificates and occupation certificates.

10. To employ and/or engage labour, workmen, personnel - skilled and unskilled by executing such writings as may be necessary and to pay the wages, remuneration and salary of such workmen

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and to comply with all laws and regulations from time to time in force in that behalf including taking out the requisite insurance policies including workmen's insurance.

11. To apply for and obtain building material including cement, steel and bricks etc. and do all acts, deeds, matters and things necessary or required in that behalf for the development of the Project.

12. To appear before any Panchayat authorities, Municipalities or any Government department and to apply for any document or certificate including no objection certificates, occupancy certificates or any other certificates concerning our property.

13. To apply the amount received from the sale or sales for the construction of the premises.

14. To initiate, participate, conduct and depose on our behalf and for us in Civil, Revenue and Criminal cases filed or to be filed against any person or persons in the Judicial, Revenue Court or any other Court and to take possession, acquire and retain the property hereunder mentioned or right in the said property and

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further to prefer any appeal there from or to defend any suit, cases, appeal or revision filed against us.

15. To withdraw, to claim, to demand and receive all and any money due to us jointly or severally from any person or persons and to give competent receipt therefore, in respect of the property hereunder specified.

16. To take possession and establish right to the property hereunder mentioned and all monies which pertain to the transaction by sale, mortgage, hypothecation or alienation or by any other manner in respect of the property herein mentioned.

17. To sign in our names any acts, deed or things to execute, verify and delivery any plaint written statement, contract, agreement compromise or any other documents including appeal and/or revision concerning our property hereunder mentioned belonging to us independently or in common or jointly or severally or any part thereof and to receive and sign and give or joint to signing and giving receipts and discharges for the money arising from such matter or matters.

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18. To commence, carry on, depose in or defend all actions and other proceedings which we may file in future concerning our property hereunder mentioned on any part thereof or concerning anything in which we jointly or severally may be the party or parties and to compound, compromise or submit to arbitration all acts and actions suit, accounts, plaints, and to engage any pleader, lawyer or advocate to conduct any cases, suit or other proceedings, concerning anything in which we may have any interest.

19. To get the alteration and correction done in the survey records and for that purpose to file any application before any revenue authority or any other competent authority.

20. To pay and discharge all the present and future land revenue rates, taxes, charges and outgoing whatsoever imposed or charges upon our above property. And to pay the land taxes or any other taxes which our said attorney may think fit.

21. To appoint and remove in our attorney's absolute discretion any substance for and or agent under our said attorney in respect of all or any of the matters aforesaid upon which terms he may think fit.

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22. To consume and utilize the inherent FSI/ Additional FSI and/or any other FSI including Further FSI, other benefit or entitlement by whatever name called on the Land and for that purpose to execute all the necessary deeds, documents and writings and register the same where they are required to be so registered.

23. To carry out the full, exclusive and uninterrupted development of the Land and the Project by constructing any buildings, Projects, including any Residential ,Commercial Buildings etc and undertake such other Development of the Land for such other user as may be mutually agreed between the Owners and the said M/s Prestige Estates projects Limited in terms of the Revenue Sharing Agreement by using and exploiting the Full Development Potential of the said Land as may be available and permitted under Applicable Law including but not limited to the inherent FSI and Further FSI available in accordance with the Applicable Laws and to market and sell/lease the Saleable/Leasable Area.

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24. To deal with all the concerned authorities, departments, branches, offices and officers of any Development Authority, Civil Aviation Authorities, District Collector, Revenue Authorities, Government of Goa and all its ministries and various departments, Central Government and all its ministries and various departments, defence establishments including the Air Force, Airport Authority, and all other concerned public / statutory authorities / private utility service providers and apply to, deal with, appear before and obtain from such authorities and utility service providers all such orders, certificates, permissions, clearances, extensions, modifications, no objection certificates, concessions, sanctions, consents, approvals, letter(s) of intent, registration certificate(s) as may be necessary in respect of the full, free and uninterrupted Development of the Land, the Project and the lease/transfer of the Saleable/Leasable Area comprised in the Project as per the terms of the Revenue Sharing Agreement.

25. To apply for and obtain, amend, modify, revise the sanctioned layout and/or building plans and/or floor plans in respect of the Land and the Project or parts thereof, to submit the same for approval and other requisite authorities and obtain approval

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thereof with such modifications, amendments and revisions as may be required and to pay all fees, charges, deposits and other monies as required in this regard.

26. To apply for and obtain all the Approvals (including any revisions or amendments or modifications thereof), Letters of Intent related to registration / any classification of the Project, Sanctioned Plans, development permissions, Commencement Certificates, Occupation Certificates, Completion Certificates (including the Full Completion Certificate), Permanent Registration Certificate(s) related to the Project from all competent and statutory authorities, utility service providers including, Ministries of Environment and Forests, Civil Aviation, Defence, Urban Development, Home Affairs, Law, Social Welfare of the Government of India or of the Government of Goa or any other ministries or departments of the Government of India or of the Government of Goa (including the Directorate of Industries, Development Commissioner) for the development of the Land and the Projectand to apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances, exemptions and concessions as may be necessary with respect to the Approvals.

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27. To approach the Government of Goa and all its departments as also all other concerned authorities for the purpose of obtaining necessary 'No Objection Certificate' and/or permission and/or sanction in regard to carrying out the construction of building(s) comprised in the Project and completion thereof.

28. To give such letters and writings and/or undertakings as may be required from time to time by NGPDA and/or other concerned authorities for the purpose of carrying out the Development of the Land as also in respect of the construction work of the building(s) thereon.

29. To deal with, appear before and file applications, declarations, certificates and submit and receive information, as may be required by and under Applicable Law to any governmental authority or other person or body in relation to the Project, the Land, the Full Development Potential, inherent FSI of the Land, Additional, Further FSI, as may be required with respect to the obtainment, maintenance, amendment, modification, substitution and validation/re-validation of the Approvals and such other permissions, consents, certificates, as shall be required for the purposes of Development of the Project.

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30. To surrender and/or hand over possession of any set back area and/or reserved portions of the Land to the concerned public authorities and to execute necessary deeds and documents and to receive the benefit (including the benefit in the nature of grant of an additional floor space) of the same and deal with the same in such manner as they deems appropriate including to utilise the same on the Land and to give effectual receipt in respect thereof.

31. To make necessary applications under the Land Acquisition Act or under such other applicable law for the purpose of getting the Land or any portion thereof free from any acquisition or any reservation if any, that may hereafter affect the Land and also for the purpose of such applications sign and execute such writings and undertakings as may be required including to prefer appeals / revisions / review applications before concerned authorities or forum.

32. To undertake or cause the survey and/or inspection of the Land by concerned public / statutory authorities or through independent consultants for the purposes of obtaining Approvals, permissions and sanctions in relation to the Project.

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33. To make necessary representations including filing of complaints and appeals before the Assessor & Collector or other concerned authorities or the Government of Goa including in the Court of competent jurisdiction or forum in regard to the fixation of rates related to levy of taxes / cesses on the building(s) under construction or the newly constructed building(s) on the Land and/or any portion thereof.

34. To carry out all the infrastructural work including levelling of the Land, laying of roads, street lights, water storage facilities, water mains, sewages, storm water drains, recreation gardens, boundary walls, electrical sub-stations and any other facilities / amenities, as may be required for the Project including for obtaining commencement certificate or occupation certificate or order of any Governmental / statutory / public authority for development of the Land and completion thereof.

35. To carry out all requisite activities for providing requisite infrastructural for the said Project including provision of water, internet, telecommunication, data storage, data dissemination, power supply and any other facilities / amenities / services, as may be required for the IT Park including.

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36. To obtain completion certificate(s), occupation certificate(s) or such other certificates or consents or approvals permitting use and occupation and evincing completion of each of the buildings (or part thereof) that may be constructed from time to time on the Land and upon completion of the Development of the Land, to obtain the Completion Certificate (including Full Completion Certificate) as may be required, form the concerned authority.

37. To be generally entitled to do all other acts, deeds and things that may be required for carrying out the Development of the Project on the Land and also in the process of Marketing of the Project and for dealing with the same in a manner, for such consideration and on such terms and conditions as they deems appropriate.

38. To hand over possession of the units and the premises comprised in the Developer's Area to the lessees, licensees, as the case may be in the manner provided in the JDA.

39. To execute any deeds of rectification or confirmation or cancellation or corrigendum or such other deeds, documents or writing (as may be necessary) as regards any agreement, deed, document writing etc. executed by us and/or under these presents and to lodge the same for registration with

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the Offices of the Sub-Registrar of Assurances and to admit execution thereof for us and on our behalf.

40. To make, execute, sign, convey, deliver and discharge all such deeds, documents, writings, affidavits, indemnities, declarations, applications, undertakings, bonds and assurances, as may be deemed necessary or expedient for the purposes aforesaid in respect of the Land and the Project.

41. To appoint advocates, solicitors and counsels to appear and act for and on our behalf and to sign requisite document in their favour and to pay and settle their fees as and when the occasion may arise.

42. To file suit and/or other legal proceedings in a court of competent jurisdiction against any person or party or any Government body or authority in connection with all matters relating to the Land and/or the Project and to defend any suit or legal proceedings that may be filed against us and/or the Attorney in connection with all or any of the matters relating to the Land and the development work to be carried out thereon

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and for that purpose to sign and declare plaints and affidavits and other legal documents and papers as may be necessary and required in respect of prosecution of the aforesaid suits or legal proceedings.

43. To appear at the time of the hearing of the aforesaid suit or legal proceeding and to make submissions before the concerned Court and to lead evidence and to give such other information and particulars as may be necessary and required for effectively prosecuting the suit and/or legal proceeding, in consultation with the Owners.

44. To prefer appeal or appeals from the order passed by the concerned Court before the Appellate Court and the Honourable High Court and from the order/orders passed by the Honourable High Court and to sign and execute memos of appeal, affidavits, undertakings and such other court papers and proceedings as may be necessary and required in connection therewith.

45. To lodge for registration the documents that may be required from time to time to be registered before the Sub-Registrar of Assurances and to admit execution thereof.

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46. To make, sign, execute, deliver and discharge any Agreements/Deeds of sale in respect of the said property and / or proportionate right / part thereof and for that purpose execute any agreement of sale and / or assignment, Deed of Sale, Conveyance, Rectification, Declaration, Ratification as also be confirming party to such agreement or deed and for that purpose to sign and execute the same before the Jurisdictional Sub Registrar and admit its registration.

47. To execute any Deed or document of mortgage to raise finance for the development of the said property by way of mortgage of 50% undivided right to the said property and for that purpose execute any deeds including deeds of mortgage, rectification, ratification, declaration and also be confirming party to said deeds or agreements and sign and execute the same before the jurisdictional Sub Registrar and admit its registration.

48. To lodge for registration the documents that may be required from time to time to be registered before the Sub-Registrar of Assurances and to admit execution thereof.

49. To represent us before any Government Authorities, Local Bodies and Departments including the Revenue Department, Mamlatdar, Deputy Collector, Collector, Talathi, Circle Inspector,

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Awalkarkuns etc. and for that purpose to make Applications and receive correspondence.

50. To obtain completion certificate(s), occupation certificate(s) or such other certificates or consents or approvals permitting use and occupation and evincing completion of each of the buildings (or part thereof) that may be constructed by the Developer from time to time on the Land and upon completion of the Development of the Land, to obtain the Completion Certificate (including Full Completion Certificate) as may be required, form the concerned authority.

51. To compromise or compound any Legal Proceedings.

52. To execute any Decree and file necessary Application for execution.

53. To secure any Clearance or No Objection or license or permissions from the Village Panchayat/Municipality, Town and Country Planning, P.P.D.A. and any other Departments.

54. To delegate or sub delegate any or all of the aforesaid powers generally or specifically in respect of any of the properties, estate and business interest.

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55. Further for better and more effectually doing, effecting, executing and performing of the several matters and things aforesaid and as envisaged in the Agreement, we hereby give and grant unto the Attorney full power and authority from time to time to authorise and empower any person(s) to do, undertake and execute such acts and deeds as we ourselves shall effectively and completely do including to appoint one or more substitute/s or delegate or delegates to do, execute and perform all or any such matters or things as aforesaid and the same substitute or substitutes or delegate or delegates at pleasure to remove and to appoint another or others in their place at the risk, cost and consequences of the Attorney.

Generally to make, sign, deliver and discharge all letters, correspondences, affidavits, indemnities, declarations, applications, undertakings, bonds, assurances and all other deeds and documents and to pay taxes and to execute and perform any other acts, deeds, matters and things whatsoever which ought to be done or executed or performed or which in the opinion of the Attorney ought to be done or executed or performed in or about all matters concerning us as we could do if we were present and did the same, it being our intent and desire that all matters and things respecting the Land shall be under the full management, control and directions of the Attorney.

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AND GENERALLY, to do and perform all acts, deeds, matters and things necessary for and/or incidental and/or related to all or any of the purposes aforesaid, and for giving full effect to the aforesaid, as amply, fully and effectually in all respects as the Owner could themselves do and perform if these presents had not been made.

It is also further resolved that the consent of the Board of Directors be and is hereby granted to the said **M/s. PRESTIGE ESTATES PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore 560 001 or its nominee to act for and on behalf of MR. JOE MATHIAS and his wife MRS. MARIOLA MATHIAS by way of sub delegation of powers granted to this company to perform any of the acts mentioned above.

Mr. Joe Mathias -- (Managing Director).

Mrs. Mariola Mathias -- (Director).

FOR MATHIAS CONSTRUCTION PVT. LTD.

Joe Mathias
(Managing Director)

Mariola Mathias
(Director)

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MATHIAS

8th June, 2017

**CERTIFIED COPY OF THE EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S. MATHIAS CONSTRUCTION PVT. LTD., HELD AT ITS REGISTERED OFFICE HOUSE NO.C-13/156, MATHIAS HOUSE, NEAR LUIS GOMES GARDEN, CAMPAL, PANAJI – GOA, HELD ON 07/06/2017.**

**RESOLVED** that the Company execute the Development Agreement/Agreement for Sale/Deed of Sale & Conveyance or any other documents or any other subject concern to the extent of area admeasuring 8,700 square meters, to develop Sector – IV of Mathias Ocean Park which is a part of property bearing Survey No. 249/1-A of situated at Taleigao Plateau, Dona Paula, Tiswadi, Taluka, Goa, with M/s. Prestige Estates Project Limited., as per Agreement dated 9th June, 2017, as approved by the Board.

**FURTHER RESOLVED** that Mr. Joe Mathias shall/and be authorized to sign/execute the same on behalf of the Company and lodge the documents for registration, attend, appear before the registering authorities and confirm execution on behalf of the Company and is further authorized to appoint and execute Power of Attorney to do the above acts and such other acts, deeds and things as may be necessary to give effect to this resolution in respect of the said property by the company".

FOR MATHIAS CONSTRUCTION PVT. LTD.

Mariola Mathias
(Director)

Joe Mathias
(Managing Director)

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**MATHIAS CONSTRUCTION PVT. LTD.**

**"MATHIAS HOUSE"**

Campal, Panaji - Goa. 403 001. Tel.: +91 0832 2425454

W : www.mathiasgoa.com E : mathias@mathiasgoa.com

CIN : U45201GA1991PTC001685

MATHIAS

10th June 2017

To,
M/s. Prestige Estates Projects Limited., **(Developer)**
No.1, Main Guard Cross Road,
Bangalore.
560 001

**UNDERTAKING**

**Agreement dated 9th June 2017 between Mathias Construction Pvt. Ltd.(The Owner) and Prestige Estates Projects Limited (The Developer) in respect of Sector IV of our property admeasuring 8700 square meters in Dona Paula within the limits of Village Panchayat Taleigao, Ilhas Taluka, North Goa District, Goa.**

1. We have entered into the captioned agreement.

2. We undertake and declare that the Title Documents listed in Annexure A collectively called 'Documents' in respect of the above property shall not be used by us for dealing with any Third Party, Financial Institutions, Banks, etc., and further that we shall not mortgage or create any charge, lien on the said property except in accordance with the captioned Agreement.

Thanking you.

Yours faithfully,

For Mathias Construction Pvt. Ltd.

(Joe Mathias)
Managing Director

Encl.: As Above.

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Prestige Estates Projects Ltd. Bangalore

**MATHIAS CONSTRUCTION PVT. LTD.**

**"MATHIAS HOUSE"**

Campal, Panaji - Goa. 403 001. Tel.: +91 0832 2425454
W : www.mathiasgoa.com E : mathias@mathiasgoa.com
CIN : U45201GA1991PTC001685



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# ANNEXURE - A

## LIST OF TITLE DOCUMENTS

1. Opinion on Title of Property by Adv. Jose F. Monteiro dated 12/04/2012.
2. Form No. I & XIV and Survey plan of Survey No. 249/1-A of Village Taleigao – Area 83160 M2 along with Survey Plan.
3. Old Cadastral Survey bearing No. 785 – Area 197140 $M^2$.
4. Sale Deed and Acquittance (Public Deed) dated 21/02/1947 between Matilda Gonsalves Pereira, Carlos Renato Gonsalves and his wife, Dr. Antonio Armando Gonsalves Pereira and his wife Vivian Gonsalves Pereira and Mr. Andre Andrade.
5. Certificate of Inscriptions bearing Nos. 19390, 19391, 19392, 19396, 19397 and 19398 and Certificate of Description bearing Nos. 14890 and 2636.
6. Deed of Sale and Acquittance dated 22/08/1959.
7. Death Certificate of Mr. Sebastiao Andrade.
8. Deed of Partition (Escritura) dated 13/09/1963 between Clothildes Fernandes and her daughter Emunna Andrade.
9. Judgment dated 27/11/1979 in Special Civil Suit No. 1 of 1971/A in the Court of the Civil Judge Senior Division at Panaji confirming the above.
10. Divorce Decree dated 16/02/1973 in Special Civil Suit No. 1 of 1971 in the Court of the Civil Judge Senior Division at Panaji between Vijaya Andrade and Raghunath Narvekar.
11. Marriage record of Fulu R. Palyekar (Rucmini Narvekar) and Jose Fernandes alias Jose Narvekar.



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12. Award dated 28/03/1969 passed by the Land Acquisition Officer in Land Acquisition Case No. LQN/SR/21.

13. Judgment and Order dated 22/02/1988 in case No. LRC/GDL/5/1987.

14. Order dated 20/09/1994 passed by the Deputy Collecotr in Case No. LND/PART/43/90.

15. Letter bearing No. 9-308-90/LS/1998 dated 24/04/1998 from the Directorate of Settlement & land Records to the Mamlatdar regarding partition.

16. Deed of Sale dated 08/01/1991 by Jose Fernandes alias Raghunath Narvekar to Vijaya Satardekar and Sadiq Shaikh.

17. Deed of Sale dated 01/07/1998 by Vijaya Andrade of her 10% share to Joe Mathias.

18. Records from Inventory Proceedings bearing Old No. 993/40/B from the Court of the Civil Judge Senior Division B (Court of Panjim) and New No. 310/04/B from the Court of the Civil Judge Senior Division B (Court at Mapusa) including:-

    a) Amendments to the Description of Assets dated 30/01/2006.

    b) Minutes of the Auction dated 10/02/2006.

    c) Chart of Allotment dated 27/03/2006.

    d) Confirmation of Final Chart of Partition under Order dated 18/08/2006 in favour of Joe Mathias.

19. Deed of Sale of 650 M2 to M/s. Meridian Estates Pvt. Ltd., dated 24/10/2006.

20. Deed of Sale of 300 M2 to M/s. Meridian Estates Pvt. Ltd., dated 05/07/2010.



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21. Deed of Succession by transfer of Undertaking dated 31/03/2009 between M/s. J. M Developers Corporation and M/s. Mathias Construction Pvt. Ltd.

22. Agreement dated 16/04/2009 between M/s. Mathias Construction Pvt. Ltd and M/s. Paramount Buildwell Construction Pvt. Ltd.

23. Consent Terms and Decree dated 14/03/2012 passed by the Hon'ble High Court of Bombay and Goa at Panaji in First Appeal No. 289/2006.

24. NIL Encumbrance Certificate dated 24/01/2011.

25. NIL Encumbrance Certificate dated 11/04/2012.

26. NIL Encumbrance Certificate dated 18/04/2012.

27. NIL Encumbrance Certificate dated 15/11/2013.

28. NIL Encumbrance Certificate dated 04/12/2014.

29. NIL Encumbrance Certificate dated 05/10/2015.

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Prestige GROUP
Add Prestige to your life

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE MANAGEMENT SUB COMMITTEE OF BOARD OF DIRECTORS OF PRESTIGE ESTATES PROJECTS LIMITED HELD ON THURSDAY, 1ST JUNE 2017 HELD AT THE REGISTERED OFFICE OF THE COMPANY AT THE FALCON HOUSE, NO 1 MAIN GUARD CROSS ROAD, BANGALORE 560001

AUTHORISATION TO MR. SWAROOP ANISH IN CONNECTION WITH APPLICATION UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA)

"**RESOLVED THAT** Mr. Swaroop Anish, Executive Director, Business Development and Mr. T. Arvind Pai, Executive Director – Legal, be and are hereby severally authorised to make applications, sign and execute requisite documents, represent the company before the authorities and to do all acts, deeds and things in connection with applications to be made for registering the Company's various real estate projects with authorities like Real Estate (Regulation and Development) Act, 2016 ('RERA') and various state government authorities constituted for the purpose of implementing Real Estate (Regulation and Development) Act, 2016."

"**RESOLVED FURTHER THAT** Mr. Swaroop Anish, Executive Director, Business Development and Mr. T. Arvind Pai, Executive Director – Legal, be and are hereby severally authorised to also represent the Company with various matters in connection with RERA and appear before the statutory authorities and sign such deeds, letters and documents for various compliances under the RERA Act."

"**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary be and are hereby authorised to provide certified extracts of the abovesaid resolutions and the concerned authorities be authorised to act on the same.

CERTIFIED TRUE EXTRACTS

FOR PRESTIGE ESTATES PROJECTS LIMITED

Bangalore

IRFAN RAZACK
CHAIRMAN AND MANAGING DIRECTOR
DIN: 00209022

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**Prestige Estates Projects Ltd.**, 'The Falcon House', No. 1, Main Guard Cross Road, Bangalore - 560 001.
Phone : +91 80 25591080 Fax : +91 80 25591945 E-mail : properties@vsnl.com www.prestigeconstructions.com
CIN : L07010KA1997PLC022322

TRUE COPY



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ANNEXURE-R-14

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2018

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2018-2019

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|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure | | |
| | as per Income and Expenditure Account | 5,20,759 | |
| | Add: Income tax Paid | 28,138 | |
| | | 5,48,897 | |
| | Less: Income considered separately | | |
| | Interest on IT Refund 833 | | |
| | Bank Interest 5,48,064 | 5,48,897 | NIL |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | 5,48,064 | |
| | Interest on IT Refund | 833 | 5,48,897 |
| | GROSS TOTAL INCOME ..... | | 5,48,897 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,48,897 |
| | ROUNDED UP TO ..... | | 5,48,900 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 22,280 | |
| | Add: Edu Cess | 668 | 22,948 |
| 2 | Tax deducted at source | | 1,39,097 |
| 3 | **Balance tax Refundable** | | **1,16,149** |

Chairman

## A.Y. 2018-2019

**Name** : MATHIAS OCEAN PARK ASSOCIATION

**Address** : SURVEY NO 249/1-A,
OPP N.I.O. RESIDENTIAL QUARTERS,,
DONA PAULA - 403 004

**Previous Year** : 2017-2018
**PAN** : AAABM 2412 L
**Ward/Circle** : WARD 1(1), PANAJI
**Status** : BOI
**D. O. F.** : 15-Dec-2015

### Statement of Income

| | | Rs. | Rs. | Rs. |
|---|---|---|---|---|
| ■ **Profits and gains of Business or Profession** | | | | |
| *Business-1* | | | | |
| Net Profit Before Tax as per P & L a/c | | | 5,20,756 | |
| Add: Inadmissible expenses & Income not included | | | | |
| Other additions | 1 | | 28,138 | |
| | | | 5,48,894 | |
| Less: Deductible expenditure & income to be excluded | | | | |
| Incomes considered separately | 2 | | 5,48,894 | |
| *Adjusted Profit of Business-1* | | | 0 | |
| ■ **Income from other sources** | | | | |
| Bank Interest | 3 | | 5,48,064 | |
| Interest income | | | | |
| Interest on IT Refund | | | 833 | |
| *Taxable Interest* | | | 833 | |
| *Income chargeable under the head "other sources"* | | | | 5,48,897 |
| ■ **Total Income** | | | | 5,48,897 |
| Total income rounded off u/s 288A | | | | 5,48,900 |
| *Tax on total income* | | | | 22,280 |
| Add: Education cess | | | | 668 |
| Tax with cess | | | | 22,948 |
| Net Tax | | | | 22,948 |
| TDS | 4 | | 1,39,097 | |
| Total prepaid taxes | | | | 1,39,097 |
| ■ **Refund Due** | | | | 1,16,150 |

**Schedule 1**

| *Description* | Amount |
|---|---|
| Others | |
| Income tax Paid | 28,138 |
| *Total* | 28,138 |

**Schedule 2**

| | Amount |
|---|---|
| *Income considered under other heads* | |
| Bank Interest | 5,48,894 |
| *Grand total* | 5,48,894 |

**Schedule 3**

**Bank interest**

| *Name of the Bank* | Interest |
|---|---|
| Bank Interest | 5,48,064 |

**Schedule 4**

*TDS as per Form 16A*

| Deductor, TAN & Certificate No. | TDS deducted | TDS claimed in current year | Gross Receipts as per 26AS |
|---|---|---|---|
| Canara Bank. Panaji Branch, TAN- BLRC04519E | 50,843 | 50,843 | 5,08,436 |
| Hdfc Bank Limited, TAN- MUMH03189E | 88,254 | 88,254 | 8,82,542 |
| *Total* | 1,39,097 | 1,39,097 | 13,90,978 |

*Bank A/c for Refund: CANARA BANK 0308101045697 IFSC: CNRB0000308*

For MATHIAS OCEAN PARK ASSOCIATION

Date : 23-Jul-2018

Place : DONA PAULA

Authorised Signatory

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2018

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 5,19,491.18 | | Deposits | | |
| Add: Excess of Income over expenditure | 5,20,759.44 | 10,40,250.62 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 87,66,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 71,64,000.00 | 1,59,30,000.00 | Canara Bank | 1,59,668.00 | |
| **SINKING FUND** | | | HDFC Bank | 3,01,992.50 | |
| Opening Balance | 43,30,500.00 | | Fixed Deposit | | |
| Add: Additions during the year | 29,12,500.00 | 72,43,000.00 | Canara Bank | 80,36,935.00 | |
| **CURRENT LIABILITIES** | | | HDFC Bank | 1,70,86,881.30 | 2,55,85,476.80 |
| Security Deposit | 15,00,000.00 | | Tax Deducted at Source | | |
| Mathias Constrcution Pvt. Ltd. | 8,74,584.12 | 23,74,584.12 | Canara Bank | 50,843.00 | |
| | | | HDFC Bank | 88,254.20 | 1,39,097.20 |
| | | | Accrued Interest on FD | | |
| | | | Canara Bank | 2,60,917.74 | |
| | | | HDFC Bank | 5,68,343.00 | 8,29,260.74 |
| TOTAL | | 2,65,87,834.74 | TOTAL | | 2,65,87,834.74 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 20th July, 2018

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2018

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 2,70,556 | By Bank Interest - SB | |
| | | Canara Bank | 15,238.00 |
| " Security Charges | 1,18,382 | HDFC Bank | 18,117.00 |
| " Water Charges | 1,35,210 | " Bank Interest - FD | |
| | | Canara Bank | 5,08,435.56 |
| " Electricity Charges | 71,984 | HDFC Bank | 8,82,542.00 |
| " Wages | 1,87,855 | " Interest on IT Refund | 833.00 |
| " Repairs and Maint. - Genset | 10,833 | | |
| " Repairs and Maint. - STP | 60,663 | | |
| " Repairs and Maint. - Electicals | 19,101 | | |
| " Bank Charges | 244.00 | | |
| " Printing and stationery | 1,440.00 | | |
| " Income tax Paid | 28,138.00 | | |
| " Excess of Income over Expenditure | 5,20,759.44 | | |
| TOTAL | 14,25,165.56 | TOTAL | 14,25,165.56 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 20th July, 2018

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2018

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To **Opening Balance** | | | By Bank Charges | | 244.00 |
| Canara Bank SB | 8,41,412.00 | | " TDS on Canara Bank FD | | 50,843.00 |
| HDFC Bank SB | 1,30,848.00 | | " TDS on HDFC Bank FD | | 88,254.20 |
| Accrued Interest CANARA Bank | 3,44,398.18 | | " Printing and stationery | | 1,440.00 |
| Accrued Interest HDFC Bank | 57,964.00 | | " Joe Mathias | | 5,000.00 |
| Canara Bank - FD | 77,71,454.00 | | | | |
| HDFC Bank - FD | 43,92,000.00 | 1,35,38,076.18 | " **Closing Balance** | | |
| " Maintenance Fund | | 71,64,000.00 | Canara Bank SB | 1,59,668.00 | |
| " Sinking Fund | | 29,12,500.00 | HDFC Bank SB | 3,01,992.50 | |
| " Canara Bank Interest - SB | | 15,238.00 | Accrued Interest CANARA Bank | 2,60,917.74 | |
| " HDFC Interest - SB | | 18,117.00 | Accrued Interest HDFC Bank | 5,68,343.00 | |
| " Canara Bank Interest - FD | | 5,08,435.56 | Canara Bank - FD | 80,36,935.00 | |
| " HDFC Bank Interest - FD | | 8,82,542.00 | HDFC Bank - FD | 1,70,86,881.30 | 2,64,14,737.54 |
| " Income tax Refund | | 20,780.00 | | | |
| " Interest on Income tax Refund | | 830.00 | | | |
| " Security Deposit received from Norbert | | 15,00,000.00 | | | |
| **TOTAL** | | **2,65,60,518.74** | **TOTAL** | | **2,65,60,518.74** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2017-18

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2017 | 77,71,454.00 | | 43,92,000.00 | 1,21,63,454.00 |
| Add: Op. Accrued Interest | 3,44,398.18 | | 57,964.00 | 4,02,362.18 |
| Add: FD made during the year | 57,46,000.00 | | 1,55,31,000.00 | 2,12,77,000.00 |
| | 1,38,61,852.18 | | 1,99,80,964.00 | 3,38,42,816.18 |
| Less: Matured and Withdrawn with interest during the year | 60,21,592.00 | | 31,20,027.50 | 91,41,619.50 |
| | 78,40,260.18 | | 1,68,60,936.50 | 2,47,01,196.68 |
| Add: Interest earned during the year | 5,08,435.56 | | 8,82,542.00 | 13,90,977.56 |
| | 83,48,695.74 | | 1,77,43,478.50 | 2,60,92,174.24 |
| Less: Accrued Interest | 2,60,917.74 | | 5,68,343.00 | 8,29,260.74 |
| Less: TDS for the year | 50,843.00 | | 88,254.20 | 1,39,097.20 |
| **Closing Fixed Deposit as on 31.03.2018** | **80,36,935.00** | | **1,70,86,881.30** | **2,51,23,816.30** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2018

| PARTICULARS | CANARA BANK | | HDFC BANK | | TOTAL |
|---|---|---|---|---|---|
| Total Interest as per Cerificate received from Bank | | | | | |
| Interast Earned for the year | | 2,18,527.76 | | 7,14,471.00 | 9,32,998.76 |
| Accrued as on 31.03.2018 | | 2,89,907.80 | | 1,68,071.00 | 4,57,978.80 |
| | | 5,08,435.56 | | 8,82,542.00 | 13,90,977.56 |
| Less: Interest Encashed and credited to SB | | | | | |
| 168938855 | - | | 51,119.00 | | |
| 181416482 | - | | 1,02,645.00 | | - |
| 827951 | 66219 | | - | | |
| 185720 | 62943 | | - | | |
| 185643 | 71325 | | - | | |
| 827976 | 14760 | | - | | |
| 186050 | 14231 | | - | | |
| 185834 | 37805 | | - | | |
| 186278 | 67340 | | - | | |
| 186401 | 54430 | | - | | |
| 258919 | 39942 | | - | | |
| 827785 | 18791 | | - | | |
| | 4,47,786.00 | | 1,53,764.00 | | |
| Less: Opening Accrued interst on above FDS | 3,51,303.20 | 96,482.80 | - | 1,53,764.00 | 2,50,246.80 |
| Less: FD renewed and Interest credited FD | | | | | |
| 184788258 | - | | 29,848.00 | | |
| 186098217 | - | | 19,389.00 | | |
| 189553304 | - | | 48,050.00 | | |
| 827221 | 22,299.23 | | - | | |
| 185918 | 1,388.31 | | - | | |
| 259683 | 17,023.72 | | - | | |
| 259682 | 33,504.71 | | - | | |
| 259836 | 14,635.02 | | - | | |
| 259890 | 9,431.22 | | - | | |
| 260056 | 23,762.75 | 1,22,044.96 | - | 97,287.00 | 2,19,331.96 |
| Accurued Interest (Gross) | | 2,89,907.80 | | 6,31,491.00 | 9,21,398.80 |
| Less: TDS @ 10% | | 28,990.78 | | 63,149.10 | 92,139.88 |
| | | 2,60,917.02 | | 5,68,341.90 | 8,29,258.92 |
| Add: Rounding Diff | | 0.72 | | 1.10 | 1.82 |
| **Accrued Interest as on 31.03.2018** | | **2,60,917.74** | | **5,68,343.00** | **8,29,260.74** |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

Schedule I

SCHEDULE I : MAINTENACE DEPOSIT AND SINKING FUND :

DETAILS OF AMOUNT RECEIVED TOWARDS MAINTENANCE DEPOSIT AND SINKING FUND AS ON 31.03.2018

| Sr. No. | Name of Party | Bldg. | Flat No. | Maintenance | Sinking fund | Total Amount |
|---|---|---|---|---|---|---|
| 1 | Mahesh Kumar Yadav | Flores 'A' | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 2 | Ashwin Mendonsa | Boa Vista 'B' | 301 | 1,38,000 | 69,000 | 2,07,000 |
| 3 | Sudha Shah | Corvo 'B' | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 4 | Tamal Raha | Azores 'B' | 101 | 90,000 | 45,000 | 1,35,000 |
| 5 | Hardeep Kaur | La Palma | 402 | 1,65,000 | 82,500 | 2,47,500 |
| 6 | Amar Prabhudesai | La Palma | 302 | 1,65,000 | 82,500 | 2,47,500 |
| 7 | CSI Esecure | Azores A | 601 | 1,23,000 | 61,500 | 1,84,500 |
| 8 | CSI Esecure | Azores A | 604 | 1,23,000 | 61,500 | 1,84,500 |
| 9 | Anirudh Beneficiary Trust | Azores A | 401 402 | 4,92,000 | 2,46,000 | 7,38,000 |
| 10 | Anurag Beneficiary Trust | Azores A | 403 404 | 4,92,000 | 2,46,000 | 7,38,000 |
| 11 | Shrikrishna Pokle | La Palma | 504 | 1,75,000 | 87,500 | 2,62,500 |
| 12 | Cezar Menezes | La Palma | 601 | 1,75,000 | 87,500 | 2,62,500 |
| 13 | Dr. Maria Menezes | La Palma | 701 | 1,75,000 | 87,500 | 2,62,500 |
| 14 | Satish Kumar Gupta | La Palma | 304 | 1,75,000 | 87,500 | 2,62,500 |
| 15 | Mumtaz Begum | Flores 'A' | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 16 | Luciena Radhika Viegas | La Palma | 102 | 1,34,000 | 67,000 | 2,01,000 |
| 17 | Ravinder Mehta | La Gomera | 502 | 1,75,000 | 87,500 | 2,62,500 |
| 18 | Dr. Edward Borges | Azores A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 19 | Dr. Edward Borges | Azores A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 20 | Nirav Pathak | Corvo B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 21 | Noel Mendes | Flores B | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 22 | Premnath Iyer | Azores A | 701 | 1,23,000 | 61,500 | 1,84,500 |
| 23 | Alok Mani Sharma | La Gomera | 402 | 1,75,000 | 87,500 | 2,62,500 |
| 24 | Osswin D'costa | Azores B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 25 | Sanjay Kulkarni | Flores A | 101 | 90,000 | 45,000 | 1,35,000 |
| 26 | Yogesh Nadkarni | Flores A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 27 | Kishan Pal Siwach | Azores B | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 28 | Nazareth D. Soares | Flores A | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 29 | Anu Sondhi | Flores B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 30 | Joaquim Baretto | Flores A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 31 | Valerina Fernandes | La Gomera | 202 | 1,75,000 | 87,500 | 2,62,500 |
| 32 | Ashwin & Nisha George | La Gomera | 101 | 1,34,000 | 67,000 | 2,01,000 |
| 33 | Kripa Desai/Keyur Desai | Azores A | 101 | 90,000 | 45,000 | 1,35,000 |
| 34 | Albertina T. Rodrigues | Corvo B | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 35 | Albertina T. Rodrigues | Corvo B | 403 | 1,23,000 | 61,500 | 1,84,500 |
| 36 | Albertina T. Rodrigues | Corvo B | 404 | 1,23,000 | 61,500 | 1,84,500 |
| 37 | Karita T. Soares | Corvo A | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 38 | Karita T. Soares | Corvo A | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 39 | Karita T. Soares | Corvo A | 503 | 1,23,000 | 61,500 | 1,84,500 |
| 40 | Karita T. Soares | Corvo A | 504 | 1,23,000 | 61,500 | 1,84,500 |
| 41 | Sundeep Singapuri | La Palma | 604 | 1,75,000 | 87,500 | 2,62,500 |
| 42 | Dattatraya Patil | Gran Canaria A | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 43 | Mousami Singh/Jaspal Singh | La Palma | 204 | 1,75,000 | 87,500 | 2,62,500 |
| 44 | O. P. Gopakumar | Azores B | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 45 | Pradip Kevin Rodrigues | Azores B | 602 | 1,23,000 | 61,500 | 1,84,500 |
| 46 | Zeena D'Lima | La Palma | 202 | 1,65,000 | 82,500 | 2,47,500 |
| 47 | Darryl M. Pais | La Gomera | 201 | 1,65,000 | 82,500 | 2,47,500 |
| 48 | Pratap Sawant | Gran Canaria A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 49 | Pratap Sawant | Gran Canaria A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 50 | Beena Bhatia | Flores B | 101 | 90,000 | 45,000 | 1,35,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 51 | Vijay Patil Vaishali Patil | Flores B | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 52 | Vinod Ghodawat | Azores B | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 53 | Maxie Lewis | Boa Vista B | 202 | 1,38,000 | 69,000 | 2,07,000 |
| 54 | Pradeep Khanna | Azores A | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 55 | Nazir Rayani/Nadia Rayani | Boa Vista A | 101 | 2,10,000 | 52,500 | 2,62,500 |
| 56 | Pascoal Trinidade | Corvo B | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 57 | Mahesh Dhamapurkar | Gran Canaria A | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 58 | Mahesh Dhamapurkar | Gran Canaria A | 204 | 1,23,000 | 61,500 | 1,84,500 |
| 59 | Bento Torcato | Boa Vista B | 102 | 1,05,000 | 52,500 | 1,57,500 |
| 60 | Jeffrey Gracias | Azores B | 602 | 1,23,000 | 61,500 | 1,84,500 |
| 61 | Malcolm Gomes | La Palma | 404 | 1,75,000 | 87,500 | 2,62,500 |
| 62 | Martina D'Costa | La Palma | 104 | 1,75,000 | 87,500 | 2,62,500 |
| 63 | Vinay K. Naik | Azores B | 102 | 90,000 | 45,000 | 1,35,000 |
| 64 | Sergio Carvalho | La Gomera | 301 | 1,65,000 | 82,500 | 2,47,500 |
| 65 | Riva Anthony Trinidade | Corvo A | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 66 | Riva Anthony Trinidade | Corvo A | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 67 | Poornima S. Dhume | Gran Canaria A | 104 | 1,23,000 | 61,500 | 1,84,500 |
| 68 | Anita Fernandes | Flores A | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 69 | Jerry Braganza | La Gomera | 401 | 1,65,000 | 82,500 | 2,47,500 |
| 70 | Narendra G. Thaly | La Palma | 501 | 1,75,000 | 87,500 | 2,62,500 |
| 71 | Usha Shah | Corvo A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 72 | Rakesh Agarwal | Corvo A | 303 | 1,23,000 | 61,500 | 1,84,500 |
| 73 | Filipe Eduardo Borges | Azores A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 74 | Daneila Maria Borges | Azores A | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 75 | Kenneth Fernandes | Corvo B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 76 | Nirav Patak | Corvo B | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 77 | Leonard Fernandes | Corvo B | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 78 | Wilton Fernandes | Boa vista B | 101 | 1,05,000 | 52,500 | 1,57,500 |
| 79 | Vinay G. shetty | La Gomera | 503 | 3,50,000 | 87,500 | 4,37,500 |
| 80 | Zaheer Karmali | La Gomera | 302 | 1,75,000 | 87,500 | 2,62,500 |
| 81 | Namrata Kantak | Boa vista B | 302 | 1,38,000 | 69,000 | 2,07,000 |
| 82 | Jaideep Fernandes | Azores A | 102 | 90,000 | 45,000 | 1,35,000 |
| 83 | Vijay Maniar/Saroj Maniar | Corvo B | 503 | 1,23,000 | 61,500 | 1,84,500 |
| 84 | Nitin H.Mehta | Corvo B | 303 | 1,23,000 | 61,500 | 1,84,500 |
| 85 | Nitin H. Mehta | Corvo B | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 86 | Sulochana Fatarpekar | Flores A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 87 | Gabriel Pereira | Corvo A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 88 | Linnette Menezes | La Palma | 301 | 1,75,000 | 87,500 | 2,62,500 |
| 89 | Srinivas R. Shinkre | Corvo A | 103 | 1,23,000 | 61,500 | 1,84,500 |
| 90 | Randeep Lather | Corvo B | 102 | 1,80,000 | 45,000 | 2,25,000 |
| 91 | Sharon S. P. D'Silva | Flores B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 92 | Abhay Dalvi | Flores B | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 93 | Rajesh Dessai | La Palma | 303 | 3,30,000 | 82,500 | 4,12,500 |
| 94 | D. Ravi Shankar | La Palma | 705 | 1,75,000 | 87,500 | 2,62,500 |
| 95 | Alvo Hugo Dias | Corvo A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 96 | Peter Rodrigues | Boa Vista | 302 | 2,76,000 | 69,000 | 3,45,000 |
| 97 | Anil Kumar Choudhary | La Palma | 503 | 3,30,000 | 82,500 | 4,12,500 |
| 98 | Sourabh Shrivastava | La Gomera | 501 | 3,30,000 | 82,500 | 4,12,500 |
| 99 | Nityanand Haldankar | Boa Vista B | 402 | 2,76,000 | 69,000 | 3,45,000 |
| 100 | Alzira Araujo Dias | La Palma | 203 | 3,30,000 | 82,500 | 4,12,500 |
| 101 | Percy Daruwalla | Azores B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 102 | Savier O Coutinho | Corvo A | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 103 | Pawan Prakash Rane | Boa Vista B | 204 | 2,76,000 | 69,000 | 3,45,000 |
| | **TOTAL** | | | **1,59,30,000** | **72,43,000** | **2,31,73,000** |

**TRUE COPY**

## ANNEXURE-R-15
### AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS
DAY OF …… TWO THOUSAND TWENTY (……/…./2020) AT CITY PANJIM, BY AND BETWEEN:

**M/S. MATHIAS CONSTRUCTION PVT. LTD.** A company incorporated under the Companies Act, [1956/2013] with the registrar of companies at Panjim under no. 24-01685, having PAN card no. AABCM3894L, Having its registered office at Mathias House, Opp. Luis Gomes Garden, Campal, Panaji, Goa- 403001 represented herein by its Managing Director **MR. JOE MATHIAS**, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001 by virtue of Resolution of its board director dated 07.06.2017 hereinafter referred to as the **"LAND OWNERS " OF THE FIRST PART;**

**AND**

**MR. JOE MATHIAS**, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 (hereinafter referred to as "CONFIRMING PARTY No.1").

**MRS. MARIOLA MATHIAS**, d/o. Late Mr. Richard Gonsalves, aged about 57 years, married, housewife, holding PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 Mob no. : 9986602086 (hereinafter referred to as "CONFIRMING PARTY No.2")

Confirming Party No.1 & Confirming Party No.2 , both Indian National, residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001, hereinafter referred to as the **"CONFIRMING PARTIES" OF THE SECOND PART;**
All are represented herein by their Power of Attorney Holder **M/s. PRESTIGE ESTATES PROJECTS LTD,** a company incorporated under the provisions of Companies Act, having its Registered Office at "The Falcon House", No.1, Main Guard Cross Road, Bangalore - 560 001 represented by its Authorised Signatory, hereinafter collectively referred to as the **"OWNERS"** (which expression wherever it so requires shall mean and include their respective successors, legal heirs, legal representatives, administrators and executors) **OF THE SECOND PART;**

**AND**

**M/S. PRESTIGE ESTATES PROJECTS LTD.,** a Company incorporated under Companies Act, having its registered office at "The Falcon House" No.1, Main Guard Cross Road, Bangalore -560 001, represented by its duly Authorised Signatory/Director, hereinafter called the **"DEVELOPER"** (which expression wherever it so requires shall mean and include all its successors-in-interest, and assigns etc.) **OF THE THIRD PART**

**AND**

**MR. JOE MATHIAS**, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 And his wife

**MRS. MARIOLA MATHIAS**, d/o. Late Mr. Richard Gonsalves, aged about 57 years, married, housewife, holding PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 Mob no. : 9986602086 Both Indian National, both residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001; hereinafter referred to as the **"CONFIRMING PARTY" OF THE FOURTH PART;**

**(1) MR. ,** s/o. Mr. , age years, married, business, Holding pan card no. and holding Aadhaar card bearing no. , mob no. and his wife

**(2) MRS. ,** d/o. Mr. , age years, married, business, Holding Pan card no. , holding Aadhaar card no. , and mob no. , both r/o. , hereinafter called as the **"PURCHASERS" OF THE FOURTH PART".**

**AND**

ALL THE PARTIES TO THIS AGREEMENT INCLUDING THE DIRECTORS OF THE FIRST AND THE THIRD PART ARE INDIAN NATIONALS.

Land Owners, Developer Cum Builder and Confirming Parties are together referred to as **"SELLERS";**

The expression **LAND OWNERS, DEVELOPER CUM BUILDER, CONFIRMING PARTIES AND PURCHASERS** herein used shall, unless repugnant to the context or meaning there of shall mean and include their heirs, executors, administrators, successors, legal representatives and assign.

**WHEREAS** there exists a property admeasuring 80720 sq. mtrs which is a part of property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGUEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM" known as "MAULINGEM" described in the Land Registration Office of Ilhas under No: 14890 at page 91 of Book B- 39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for "Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square metres which part is of holding bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres and more

particularly described in the **Schedule-I** herein under written and hereinafter referred to as the **'SAID PROPERTY'** ;

**AND WHEREAS** the property bearing survey no. 249/1-A of Taleigao is approximately admeasuring 83160 square metres but is now limited to 80720 sq. mtrs as parts of this holding has been conveyed and assigned to different purchasers on different dates as follows:

a) A plot of land admeasuring 1500 sq. mtrs. allotted to Mr. Ranjit Satardekar and his wife Mrs. Vijaya Satrdekar in terms of Decree dated 14.03.2012 in first appeal no. 289/2006.
b) By Deed of Sale dated 24.10.2006, registered under no. 90/2007 dated 09.01.2007 a plot admeasuring 640 sq. Mtrs was sold and conveyed to M/s Merdian Estate Pvt Ltd.
c) By Deed of Sale dated 05.07.2010, registered under no. 2049/2010 dated 19.07.2010 a plot admeasuring 300 sq. Mtrs was sold and conveyed to M/s Merdian Estate Pvt Ltd.

**AND WHEREAS** for efficient management and administration the Said Property is divided in 4 sectors being sector no. I to IV and sector no. I is being developed by M/s Paramount Build Well Construction Pvt Ltd and Sector IV is proposed to be developed by the Owner, Confirming Parties and the Developer cum Builder vide Agreement dated 09.06.2017 duly executed before Notary Adv. N. S. Shinde registered under his Registration 556/2017 dated 09.06.2017, hereinafter referred to as **"JOINT VENTURE AGREEMENT".**

**AND WHEREAS** the Said Property is part of larger property formally surveyed in the cadastral survey no. 785 described in Land Office of llhas under No: 14890 at page 91 of Book B- 39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for "Matriz Predial" under No. 306 and 305 respectively.

**AND WHEREAS** the cadastral survey records in respect of said larger property in its "Registo De Agrimensor" shows that this property bearing survey no. 785 known as third division of Maulingem belonged to Gen. Daniel Ferreira Pestana (Retd) of Panjim.

**AND WHEREAS** by inscription no. 673 at page 137 V of book F-2 the larger property is enrolled in the name of Gen. Daniel Ferreira Pestana (Retd) having inherited it from his daughter Verediana Leite De Souza Pestana who inturn had inherited the same on the death of her late mother Verediana Constancia Leite De Souza e Castro Pestana.

**AND WHEREAS** by sale deed dated 15.07.1923 it is seen that the said larger property was purchased by one Mr. Jose Maria Pereira from the heirs of Gen. Daniel Ferreira Pestana (Retd) to whom it was allotted in the inventory proceedings before the civil court, third office at Panjim.

**AND WHEREAS** by inscription no. 12908 and 12909 at page 71 reverse of Book no. F-21 shows that the larger property bearing description no. 14890 and 2636 is found inscribed in the name of said Jose Maria Pereira.

**AND WHEREAS** by an unconnected inscription bearing no. 10286 at page 146 V of Book G-19 it is seen that Mrs. Dona Matildes Gonsalves Pereira was a widow of said Jose Maria Pereira who died leaving her as a half sharer and his sole and universal heirs Dr. Carlos Bernard Gonsalves Pereira married to Emma De Barretto Colasco Gonsalves Pereira and Dr. Antonio Armando Gonsalves Pereira then a bachelor.

**AND WHEREAS** the said Mrs. Dona Matildes Gonsalves Pereira Dr. Carlos Bernard Gonsalves Pereira, his wife Emma De Barretto Colasco Gonsalves Pereira and Dr. Antonio Armando Gonsalves Pereira along with his wife Viviana Nichole Marie Leontine Delanny Gonsalves Pereira, by Sale Deed executed on 21.02.1947 sold the larger properties to Mr. Andre Andrade, widower from Dona Paula.

**AND WHEREAS** by inscription no. 19396 to 19398 at page 89 of Book no. G-31 shows that the said larger property came in ownership of one Mr. Andre Andrade then a widower, which was earlier recorded in the name of said owners, by virtue of inscription no. 19390 to 19392.

**AND WHEREAS** the land acquisition award dated 28.03.1969 shows that government had acquired an area of 89045.43 sq. mtrs of the said larger property in due process of law.

**AND WHEREAS** the survey records showed the name of Government of Goa only as the occupant of the said larger property and Mrs. Clotildes Fernandes the daughter in law of said Mr. Andre Andrade filed an application that the said larger property should have been recorded in her name by deleting the name of the Government of Goa.

**AND WHEREAS** the learned Deputy Collector and Sub Divisional Officer by his judgment dated 22.02.1988 in case no. LRC/GDL/5/87 partly allowed the application ordering that said Mrs. Clotildes Fernandes was the co occupant of the said larger property along with the Government.

**AND WHEREAS** by subsequent order dated 29.09.1994 the learned Deputy Collector and Sub Divisional Officer of the Panjim Sub Division in case no. LND/Part/43/90 the partition of the holding was confirmed the numbering the portion behind the acquired property as survey no. 249/1-A.

**AND WHEREAS** an inventory proceeding were initiated on the death of said Mr. Andre Andrade bearing no. 310/04/B which culminated by orders dated 18.08.2006 before the Civil Judge Senior Division "A" at Mapusa. It is seen that said Mr. Andre Andrade died leaving behind following legal heirs.

a) Mr. Sebasteao Andrade married to Mrs. Clotildis Fernandes also known as Clotina Fernandes
b) Mrs. Rosalina Andrade married to Mr. Santana Pereira.
c) Mrs. Conceicao Andrade married to Mr. Alexo Barretto.
d) Mrs. Santana Andrade married to Mr. Lourenco Mergulho.
e) Mrs. Vijaia Andrade married to Mr. Jose Fernandes alias Raghunth Narayan Nagvekar.

**AND WHEREAS** by deed of sale executed on 28.08.1959 the said Rosalina Andrade, Conceicao Andrade and Santana Andrade along with their spouses sold their undivided right to the estate in favour of their brother Mr. Sebasteao Andrade.

**AND WHEREAS** the said Mr. Sebasteao Andrade became owner of 4/5$^{th}$ right to the estate of Mr. Andre Andrade including the Said Property.

**AND WHEREAS** the said Mr. Sebasteao Andrade expired on 18.08.1962 leaving behind his widow and half sharer Clotildes Fernandes and as his sole and universal heir his daughter Emuna Andrade as confirmed in Deed of Succession dated 25.06.1963.

**AND WHEREAS** by deed of partition dated 13.09.1963 the Said Property was allotted to Clotildes Fernandes.

**AND WHEREAS** although the said Deed of Partition was subsequently challenged by the said Emuna Andrade the suit was dismissed thus upholding the deed of partition.

**AND WHEREAS** the remaining 1/5$^{th}$ of the said property as also the other estate of late Mr. Andre Andrade belonged to Vijaia Andrade married to Jose Fernandes alias Raghunth Narayan Narvekar.

**AND WHEREAS** the said marriage of Vijaia Andrade to Jose Fernandes alias Ragunth Narayan Narvekar was dissolved by decree of divorce dated 16.02.1973 in Spl. Civil Suit no. 1/1971 before the Civil Judge Senior Division at Panjim.

**AND WHEREAS** the said Vijaia Andrade was entitled to 1/10$^{th}$ and the other 1/10$^{th}$ is the entitlement of Jose Fernandes alias Ragunth Narayan Narvekar.

**AND WHEREAS** the said Jose Fernandes alias Ragunth Narayan Narvekar and his spouse of second nuptials Rucmine Ragunath Narvekar sold the said entitlement to one Mrs. Vijaya R. Satardekar and Sadik Sheik.

**AND WHEREAS** the said Vijaia Andrade along with Mrs Rosalina Andrade as a confirming vendor, sold the 1/10$^{th}$ right to Mr. Joe Mathias i.e., the Confirming Party No. 1 by Deed of Sale dated 01.07.1998.

**AND WHEREAS** the said Mrs. Vijaya R. Satardekar, Sadik Sheik and Joe Mathias along with their spouses acquired interest in the said estate of Late Andre Andrade and were parties to the Inventory Proceedings no. 310/04/A(B).

**AND WHEREAS** the said Mr. Ranjit Satardekar and Mrs. Vijaya R. Satardekar challenged the said inventory proceeding before the Hon'ble High Court of Bombay at Goa in first appeal no. 289/2006 which appeal came to be dismissed on 14.03.2012 and it was declared that Mr. Joe Mathias and his wife Mrs. Mariola Mathias ie. the Confirming parties herein were exclusive owners of the said Property being the remaining area of survey no. 249/1-A of Taliegao excluding the area of plot admeasuring 1500 sq. mtrs retained for the said Mr. Ranjit Satardekar and Vijaya Satardekar.

**AND WHEREAS** the Mr. Joe Mathias and his wife Mrs. Mariola Mathias, the Confirming Parties are thus the sole owners of the said property which property was included in fixed assets of proprietary concern of Mr. Joe Mathias names as M/s J. M Developers corporation.

**AND WHEREAS** subsequently by a document title Deed of Succession by transfer of undertaking executed on 31.03.2009 it is stated therein that M/s J. M Developers Corporation a proprietary concern of Mr. Joe Mathias has been succeeded by M/s Mathias Construction Pvt Ltd., a Private Limited Company.

**AND WHEREAS** by virtue of above said Deed of succession by transfer of undertaking executed by the aforesaid Mr. Joe Mathias and his wife in personal capacity the said property is irrevocably transferred to and vested in the ownership of above said company i.e., the first party of First Part mentioned herein and since then the First Party have got clear and marketable right to the Said Property in general and sector IV mentioned herein under Schedule B.

**AND WHEREAS** the Land Owners, Confirming Parties and the Developer cum Builder have entered into Joint Venture Agreement dated 09.06.2017 duly executed and registered before the Notary Adv. N. S. Shinde under his reg. No. 556/2017 by virtue of which the owner with the consent and intervention of the Confirming Parties have

entrusted the Said Property in general and Sector no. IV; more particularly shown on the plan annexed hereto to be eventually developed as originally "Ocean Park Phase II" which is now being changed to "Prestige Ocean Crest" and that the Confirming Parties in the said J.V. agreement confirms that they have no claim of any nature of whatsoever to the Said Property in general and development thereof in Sector IV in particular and they are stopped from claiming any right in respect of the Said Property. However they have been joined as an abundant caution and that the confirming party in the said J. V Agreement without prejudice have agreed and undertaken to sign and execute at the instance of First Party all property, conveyance, deeds or documents thereof in favour of prospective buyers/ persons who may be ultimate buyers of saleable area developed in sector IV of the Said Property as and when required by the Third Party.

**AND WHEREAS** the Owners of the First Part in view of above referred documents are claiming for self as well as on behalf of second party to be absolute owners in respect of Sector IV which is identified in the plan annexed hereto and more particularly described in schedule II herein written and hereafter referred as **"THE SAID SECTOR IV".**

**AND WHEREAS** the First Party being desirous of getting the said sector IV developed through Third Party and have therefore entered into a J. V. Agreement with them for development and construction of THE SAID SECTOR IV.

**AND WHEREAS** the FIRST PARTY have obtained approvals from the concerned authority for development and construction of residential/ commercial building consisting of apartments of various configurations alongwith club house and restaurant, in the SAID PROPERTY of the SAID SECTOR IV from various authorities:

**i) Greater Panaji Planning and Development Authority vide reference No. GPPDA/134/TAL/821/2018 dated 17/10/2018**

**ii) Village Panchayat of Taleigao construction licence No. VP/TLG/CONST. LIC./38/2018-19/2012 Dated 05/11/2018.**

**iii) Directorate of Health Services NOC No. UHCP/DHS/NOC/18-19/3118 Dated 11/01/2019.**

**iv) Directorate of Fire & Emergency Services NOC No. DFES/FP/HP/19-20/51 Dated 12/04/2019.**

**v) Goa State Environment Impact Assessment Authority No.3-181-2010/STE-DIR/169 Dated 28/11/2019.**

**vi) Goa State Control Pollution Board Consent to Establish vide No. 12/2019-PCB/119749/R0001043 Dated 23/12/2019.**

**AND WHEREAS** the SAID PROPERTY is classified partly under C1 Zone and partly under C2 Zone as per the present Outline Development Plan of Panaji Development Authority.

**AND WHEREAS** pursuant to all the above the Developer cum builders has been developing the said Sector IV, into a residential/ commercial building consisting of apartments of various configurations alongwith club house and restaurant along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development known as "**PRESTIGE OCEAN CREST**" and hereinafter referred to as the **"SAID PROJECT".**

**AND WHEREAS** the Sellers have appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Sellers have registered the Said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at [•] under No. [•].; authenticated copy is attached in Annexure;

**AND WHEREAS** the Sellers have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

**AND WHEREAS** in terms of the Scheme formulated by the Owners, Confirming Parties and the Developer cum Builder any person/s, company, partnership firm or any other business authority interested in owning an Apartment/shops/restaurants in the Said Project in the said Sector IV will be entitled to acquire undivided share in the Schedule "C" Property corresponding to the super built up area of the Apartment/shops/restaurants agreed to be constructed for the Purchaser in the Said Project and the Purchaser herein made an application for allotment of an Apartment/shops/restaurants in the Said Project and the Purchaser has been allotted Apartment/shops/restaurants No. on the Floor of building identified as ' ' in the Project "**PRESTIGE OCEAN CREST**" having a carpet area of square meters and super built up area of square meters along with One car parking in the basement/stilt, collectively set out in Schedule "D" (Schedule 'D' Apartment) with proportionate share in the Common Areas of the Project;

**AND WHEREAS** the Owners have informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Said Project, shall be maintained by the associations of apartment owners in the Project once the maintenance being handed over the Associations of the Owners;

**AND WHEREAS** the Owners have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;

**AND WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**AND WHEREAS** the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

**AND WHEREAS** the Parties, relying on (i) the confirmations, representations and assurances of each other (ii) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1 DEFINITIONS AND INTERPRETATION:**

**1.1 Definitions**

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

**(a)** **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) including the Goa Real Estate (Regulation and Development) Rules, 2017 where the context so requires;

**(b)** "**Agreement**" shall mean this agreement to sell the Schedule 'C' Property and construction of the Schedule 'D' Apartment , including the schedules and annexes hereto, as may be amended from time to time;

**(c)** "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as

may be amended, modified, enacted or revoked from time to time hereafter;

**(d)** "**Association or Association of Apartment Owners or Owners Association**" shall all mean the same, being the Association of Apartment Owners to be formed by the Owners, in respect of the Project as per the provisions of the Goa Apartment Ownership Act, 1972 or Co-operative Societies registered under the Goa Co-operative Societies Act, 2001 and Rules 2003;

**(e)** "**Association Agreement**" shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;

**(f)** **"Apartment/ Apartments"** shall mean the residential apartment units in the Project

**(g)** "**Balance Sale Consideration"** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.

**(h)** "**Balance Cost of Construction**" shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.

**(i)** '**Building/Buildings'** shall mean residential Apartment Buildings and Club House Building as per Development Plan approved by GPPDA and as per the Sanctioned Plan approved by Panchayat of Taliegao.

**(j)** "**Completion Period**" shall mean the January 2023 or such extended time as provided in Clause 7.3 below, before which the Owners would have applied for and secured the Occupancy Certificate/Partial Occupancy for the said Project developed in scheme in sector IV.

**(k)** **"Carpet Area**" shall mean the net useable floor area and the area covered by internal partition walls of the Apartment and shall exclude area covered

by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.

**(l)** "Car Parking Space" shall mean an area provided with a roof as approved sanctioned plan for parking of vehicles of the Purchaser which detailed in Schedule D of this Agreement;

**(m)** **"Commencement Certificate"** shall mean license and plan sanctioned by the GPPDA (the Sanctioned Plan).

**(n)** "**Common Areas of the Project**" shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure IV** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;

**(o)** "**Common Amenities & Facilities of the Project**" shall mean and include those amenities and facilities of the Project as detailed in **Annexure V** hereto, the Common Amenities and Facilities of The Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or the Association to be followed by all the owners/occupiers of the Apartments.

**(p)** **"Cost of Construction**" shall have the meaning ascribed to the term in Clause 4;

**(q)** "**Deed of Declaration**" shall mean the deed of declaration to be executed by the Sellers to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Goa Co-Operative Housing Societies Act, 2001 ;

**(r)** "**Disclosures**" shall mean the disclosures made by the Sellers to the Purchaser, pertaining to the Project and the development of the Schedule " " Property as detailed in clause 10 below and accepted by the Purchaser to their knowledge;

**(s)** "**Force Majeure**" shall mean the occurrence of one or more of the following events:-

i) war,

ii) flood,

iii) drought,
iv) fire,
v) cyclone
vi) earthquake
vii) any other calamity caused by nature.

**(t)** **"Interest"** means the rate of interest payable by the Sellers or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).

**(u)** "**Local Authority" or "Authority**" shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Goa Electric Supply Company, Corporation of Panjim, PWD, Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;

**(v)** "**Limited Common Area**" shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.

**(w)** "**Occupancy Certificate**" means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of portion therein and pursuant thereto permitting occupation of the building for which the occupation certificate is issued;

**(x)** **"Other Costs Charges and Expenses"** shall mean all the amounts set out in **Annexure VI** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.

**(y)** "**Party**" unless repugnant to the context, shall mean a signatory to this Agreement and "**Parties**" unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

**(z)** **"Payment Plan"** shall mean the payments of instalments payable by Purchaser under **Annexure I and Annexure II** hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;

**(aa)** "**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;

**(bb)** "**Project**" shall mean "**PRESTIGE OCEAN CREST**" i.e. development and construction of residential/ commercial building consisting of apartments of various configurations along with club house and restaurant as per the Sanctioned Plan in the Schedule B Property;

**(cc)** **"Project Account"** shall mean the Rera Account No. [•] , Collection Account No. [•] , opened in Kotak Bank Limited, Lavelle Road Branch, Bangalore, standing in the name of the Developer.

**(dd)** "**Purchaser Car Park/s**" shall mean the car parking spaces space/s allotted to the Purchaser for his/her/their exclusive use so long as the Purchaser owns and occupies the Schedule 'D' Apartment or by any of the occupiers of the Schedule 'D' Apartment under the authority or agreement with the Purchaser herein;

**(ee)** "**Purchaser Covenants**" shall mean covenants given by the Purchaser in terms of Clause 12 hereof;

**(ff)** "**Purchaser's Warranties**" shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 12 hereof;

**(gg)** "**Owner/Owners**" shall mean any owner or owners of Apartments in the any phase of the Project ;

**(hh)** "**Rights and Obligations**" shall mean that the Purchaser shall be bound by the obligations set out in Schedule "F" hereto and have the rights set out in the Schedule "E" hereto in the use and enjoyment of the Schedule 'D' Apartment ;

**(ii)** **"Sale Consideration"** shall have the meaning ascribed to the term in Clause 3.1;

**(jj)** "**Sale Date**" shall mean the date of execution and registration of the Sale Deed by the Sellers in favour of the Purchaser;

**(kk)** "**Sale Deed**" shall mean the deed of sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule 'C' Property and the Schedule ***'D'*** Apartment in favour of the Purchaser on the terms and conditions contained therein under the Scheme ;

**(ll)** "**Schedule "B" Property**" shall mean the land on which the Project is being developed by the Sellers and more fully described in the Schedule "B" hereto;

**(mm)** "**Schedule "C" Property**" is the undivided share of the land described in Schedule "B" corresponding to the Schedule "D" Apartment more fully set out in the Schedule "C" hereto;

**(nn)** "**Schedule "D" Apartment**" is the apartment which is being constructed under the Scheme and more fully described in the Schedule "D" hereto by the Sellers for the Purchaser/s ;

**(oo)** "**Scheme**" shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment (which undivided share is computed corresponding super built up area of such Apartment taking into consideration the total super built up area achieved on the land extent comprised in the Schedule B Property including utilisation of transferable development rights i.e. TDR).

**(pp)** **"Sellers' Warranties**" shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 9 below;

**(qq)** "**Specifications for the Project**" shall mean the specifications of construction of the Project set out in Annexure III hereto or any equivalent thereto in terms of quality ;

**(rr)** "**Statutory Payments**" shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time , which will be payable

by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

**(ss)** **"Structural Defects"** shall mean any structural defect relating to Schedule D Apartment as provided in the Act;

**(tt)** "**Super Built Up Area**" of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project ; and

**(uu)** "**Tower/Towers"** shall mean Tower No.1 to 2 as per the Sanctioned Plan.

**1.2 Interpretation**

Unless the context otherwise requires in this Agreement,

(a) In this Agreement, any reference to any statute or statutory provision shall include all the current statues either state or central, their amendment, modification, re-enactment or consolidation:
(b) any reference to the singular shall include the plural and vice-versa;
(c) any references to the masculine, the feminine and the neutral gender shall also include the other;
(d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
(e) Harmonious Interpretation and Ambiguities within the Agreement:
In case of ambiguities or discrepancies within the Agreement, the following shall apply:
    (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
    (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
    (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
(f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement

or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;

(g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,

(h) no Section in this Agreement limits the extent or application of another Section;

(i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

(j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

**2. AGREEMENT TO SELL AND CONSTRUCT:**

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "C" Property and the Developer agrees to construct the Schedule "D" Apartment under the Scheme in terms of the Agreement for the Purchaser.

**3. SALE CONSIDERATION FOR THE SCHEDULE "C" PROPERTY:**

3.1 The Total Sale Consideration to be paid by the Purchaser to the Sellers, shall be Rs. [•] /- (Rupees [•] Only) towards the sale of the Schedule "C" Property.

3.2 The Purchaser on this day has paid Rs. [•] /- ) towards the sale Consideration of the Schedule "C" Property to enable the Purchaser to get constructed the Schedule "D" Apartment by paying the Cost of Construction to the Developer.

3.3 The Purchaser has paid, and shall be required to pay the Balance Sale Consideration in terms of the Payment Plan at **Annexure I** hereto.

**4. COST OF CONSTRUCTION OF THE SCHEDULE "D" APARTMENT:**

4.1 The Total Cost of Construction of Schedule 'D' Apartment is Rs. [•]/- (Rupees [•] Only);

3.4 The Purchaser has on this day has paid to the Sellers Rs. [•] /- (Rupees Twenty Eight Lakhs Forty Five Thousand Five Hundred And Twenty Only) to the [•] towards the Cost of Construction of the Schedule "D" Apartment hereby agreed to be constructed and delivered

4.2 The Purchaser has paid and shall be required to pay the Balance Cost of Construction to the Sellers in terms of Payment Plan at **Annexure II** hereto.

4.3 The Purchaser has assured the Sellers that the Purchaser shall make payments towards the Sale Consideration and the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The Purchaser has assured the Sellers that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Sellers having raised a demand for payment of such instalment.

4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.

4.5 The Sellers has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development and there would be sufferance to the Sellers.

4.6 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.

4.7 All payments toward the Sale Consideration and Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Sellers or as directed by the Sellers to the Project Account.

4.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs. 5,000/- (Rupees Five Thousand Only) will be debited to the Purchaser's account.

4.9 The amounts deposited in the Project Account shall be liable to be withdrawn to the extent permitted under the Act by the Sellers from time to time and where ever required upon the certification as provided under the Act.

4.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Sellers shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.

4.11 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Sellers on or before 10th of the subsequent month of deduction.

4.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Sellers hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser

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4.12 The Sellers shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Schedule D Apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Sellers. If there is any reduction in the carpet area within the defined limit then Sellers shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Sellers shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan.

4.14 The Purchaser authorizes the Sellers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Sellers may at their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Sellers to adjust payments in any manner.

**5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:**

5.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser shall be liable to pay 'Interest' to the Sellers on such delayed payments, from the due date till payment of such amount.

5.2 Notwithstanding anything stated in clause 5.1 above, if the Purchaser fails to any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received notice from the Sellers, the Sellers will be entitled to terminate this Agreement.

5.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Sellers shall be entitled to terminate this Agreement and on such termination the Sellers shall be entitled to the rights as provided in clause 5.4 below.

5.4 In case of termination of this Agreement in terms of clause 5.2 or 5.3 above, the Sellers shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of this Agreement, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the Purchaser. On such termination the Sellers shall be entitled to deal with the Schedule C Property and the Schedule "D" Apartment without any let, claim or hindrance by the Purchaser. It is clarified that amounts paid by the Purchasers towards Statutory Payments to the Sellers will not be liable to be refunded.

5.5 If the Purchaser has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser in terms of clause 5.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Sellers and the

Sellers shall also be entitled to hand over of original of this Agreement that may have been deposited by the Purchaser with the bank or any financial institution.

**6. CONSTRUCTION OF THE SCHEDULE "D" APARTMENT:**

6.1 The Sellers shall construct the Schedule "D" Apartment in accordance with the Specifications set out herein. The Sellers shall not make any changes to the Schedule "Apartment, without the consent of the Purchaser.

6.2 The Sellers shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided, the Purchaser shall be deemed to have consented to all changes or alterations as permitted under the provisions of the Act or as may be directed by any Local Authority.

**7. DATE OF DELIVERY OF THE SCHEDULE 'D' APARTMENT:**

7.1 Subject to the Purchaser having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete of the Project within the Completion Period.

7.2 The Purchaser shall, within a period of 60 days of the Sellers completing the Project and furnishing the Occupancy Certificate, pay all the amounts due and payable under the Payment Plans and take possession of the Schedule "D" Apartment and also take registration of the Sale Deed simultaneously.

7.3 The Completion Period shall be extended by such time as the Sellers may specify in writing and permitted under the Act and for any reason of any Force Majeure event.

**8 RIGHT OF THE SELLERS TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT:**

8.1 The Purchaser agrees that the Sellers shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.

8.2 The Purchaser is fully aware that the Sellers will be developing the Project and constructing/completing the Buildings/Towers, Common Amenities and Facilities of the Project in two phases from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Sellers completing the other Buildings/Towers within the Completion Period even if the Purchaser has taken possession of the Schedule "D" Apartment in the Building/Tower which is completed and the Sellers has secured Occupancy Certificate for that Tower/Building.

8.3 The Schedule "B" Property is free of any mortgages or charges or encumbrances. In the event the Sellers taking any loans for construction and completion of the Project against the security of the Schedule "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "C" Property and/or the Schedule D Apartment.

8.4 The Purchaser is fully aware and has understood the Disclosures made by the Sellers pertaining to the Project.

**9 REPRESENTATIONS AND WARRANTIES:**

9.1 The Sellers acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Property and get constructed the Schedule "D" Apartment from the Sellers, taking into consideration the Disclosures made by the Sellers under Clause 10 below and based on the representations and warranties set out below (the "Sellers Warranties"):

a) that the Sellers are the absolute owner of the Schedule "A" Property in exclusive possession of the Schedule "A" Property and no Person other than the Sellers has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "A" Property and that the Sellers have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "C" Property;

b) that the Sellers have every right and power to enter into this Agreement and upon execution, this Agreement, would constitute legal, valid and binding contract between the Purchaser and the Sellers.

c) that the Schedule "A" Property is not the subject matter of any acquisition proceedings and there is no notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "B" Property;

d) that the Sellers are not restrained by any court or order from any Authority from alienating the Schedule “A” property or any part thereof in the manner herein contemplated ;

e) all approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;

f) that the Sellers have duly paid and will continue to pay all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said the Project to the Competent Authorities till the completion of the Project;

g) that the Sellers agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring transferring the title of the Schedule “C” Property and Schedule D Apartment to and in favour of the Purchaser;

h) that the Sellers not have been restrained in any manner whatsoever from selling the Schedule “C” Property and/or constructing the Project including Schedule D Apartment in the manner contemplated under this Agreement.

9.2 The Purchaser acknowledges that the Sellers have entered into this Agreement and has agreed to sell the Schedule “C” property and construct Schedule D Apartment, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

a) that the Purchaser is competent to enter into and is/are able perform his/her/their obligations under this Agreement ;

b) that the Purchaser has been furnished with copies of all the title deeds relating to Schedule “A” Property and copies of all approval secured by the Sellers including the Sanctioned Plan and the Purchaser has entered into this Agreement after verification of title of the Sellers to the Schedule “A” property and the Sellers’ right to develop Schedule “A” Property.

c) that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Sellers as detailed in Clause 10 below and after understanding the same, the Purchaser has entered into this Agreement.

**10. DISCLOSURES:**

10.1 The Purchaser acknowledges and confirms that the Sellers have made following disclosures to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Sellers to undertake every action as per Disclosures.

a) that, the extent of Schedule 'C' Property to be conveyed to the Purchaser on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour GPPDA/Panchayat towards, parks, open space, roads, civic amenities sites etc. if any as per zoning regulations and building bye laws.

b) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Associations of Apartment Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.

c) that, the sale of the Schedule 'C' Property is only for enabling the Purchaser to construct and own the Schedule "D" Apartment and not for any other purpose. Purchaser has agreed that, on the Sellers being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.

d) that, the Schedule 'D' Apartment can be used in terms of the rules and regulations formulated by the Sellers and/or the Associations of Apartment Owners as well as the terms set out in the Bye Laws of the Associations.

e) that, the Sellers will be forming an Associations of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Goa Co-Operative Housing Societies

Act, 2001 and Rules 2003 pertaining to the Project and a Deed of Declaration will be executed.

f) that the Schedule 'D' Apartment can be used for residential purposes and some shops as well as restaurants can be used for commercial purpose and cannot used for any other purposes.

g) that the Sellers will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

**11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:**

11.1 On receipt of intimation of completion of the Project by the Sellers and grant of Occupancy Certificate by Competent Authority, the Purchaser shall come forward to take conveyance of the Schedule 'C' Property and the Schedule 'D' Apartment and the Parties shall execute the such conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.

11.2 Upon the intimation by the Sellers that the Schedule "D" Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser shall, within 60 days of such intimation, make all payments under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Failure on the part of the Purchaser to make payments and take the sale deed shall constitute breach on the part of the Purchaser, and the consequences as provided in this Agreement shall become applicable and the Sellers shall be entitled to enforce any of its rights thereunder.

11.3 The Purchaser shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the Purchaser is required to pay under this Agreement on expiry 15 days from date of intimation by the Sellers that the Schedule D' Apartment is ready for handover, even if the possession and conveyance is not taken and the Sellers have not terminated this Agreement.

11.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 22 (f) below.

11.5 The Purchaser shall also bear the legal charges, costs and expenses associated with the preparation, finalization, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

**12 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE SELLERS AND THE SELLERS AS FOLLOWS:**

12.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule "D" Apartment until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.

12.2 Shall not to get the Schedule "D" Apartment constructed by the any other person other than the Sellers under the Scheme stated above.

12.3 Not to seek partition or division or separate possession of the Schedule "C" Property and shall not object to the construction of buildings/structures on the Schedule 'B' Property by the Sellers including apartments for sale to other purchasers and in not entitled to question or challenge the sale price agreed between the Sellers and the other buyers.

12.4 That the Purchaser has independently verified the title of the Sellers to the Schedule "B" Property and all sanctions/approvals taken for construction of the Project before entering into this Agreement. The Purchaser is satisfied with all representations and disclosures made by the Sellers concerning the Project and this Agreement constitutes complete understanding arrived at between the Sellers and the Purchaser and there are no other representation whether oral or otherwise.

12.5 That the Sale Consideration and Cost of Construction fixed and agreed herein is based on mutual negotiations between the Purchaser and the Sellers and the Purchaser shall have no right to renegotiate the same under any circumstances. The Sellers are completely free to agree to fix any other sale consideration and cost of construction with other buyers apartments in the Project.

12.6 **The Purchaser and along with other owners of the apartments in the Project undertake to join the Association to be formed by the Sellers. The Purchaser**

**along with the Sale Deed will also execute Form B as provided in the** Goa Co-Operative Housing Societies Act, 2001.

12.7 That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clause 17 of this Agreement.

12.8 That after the Project is handed over to the Owners Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.

12.9 After the maintenance of the building is handed over to the Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.

12.10 All statutory payments after handing over of the Schedule "C" Apartment, in respect of the same shall be borne and paid by the Purchaser. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Sellers would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Sellers of any instances of taxes on this Agreement, accruing in future.

12.11 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule F and will have the rights set out in Schedule 'E' in the enjoyment of the Schedule "D" Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "D" Apartment being complete and handover.

12.12 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule "B" Property.

12.13 Its an essential term of the sale under this Agreement that the Purchaser shall not be entitled to change/alter the name of the Project, **"PRESTIGE OCEAN CREST"** to

any other name. However the Sellers shall be entitled to make the change in the name at any time before completion of the Project and before executing any sale deed in favour of any buyers of apartments in the said development.

12.14 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "D" Apartment to the Purchaser. The Sellers have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Sellers are not responsible for any thefts during the course of the interior works.

12.15 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Sellers to terminate this Agreement, and in which case the consequences of termination under Clause 5.4 would follow immediately.

12.16 The Purchaser covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.

12.17 The Purchaser, upon handover, shall be solely responsible to maintain and upkeep the Schedule "D" Apartment at his/her own cost including all the walls, drains, pipes and other fittings and in particular which supports other the parts of the building and to carry out any internal works or repairs as may be required by the Association;

12.18 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Sellers on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule "D" Apartment and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Sellers in this behalf.

12.19 The Purchaser specifically acknowledges that he/she/they has/have no objection to the Sellers/Developer undertaking development and construction of Phase II of PRESTIGE OCEAN CREST at any time during development of Project or after its completion. The Purchaser further acknowledges that the Common Areas and Common Amenities for the both the Phases shall remain common including the Club House and Owners of Apartment in both the Phases are collectively entitled to enjoy these Common Areas and Common Amenities.

**13 NATURE OF RIGHT OF USAGE:**

13.1 It is agreed that the Schedule D Apartment shall be used only for residential purposes.

13.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.

13.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Associations and as provided herein.

13.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.

**14 ASSIGNMENT:**

14.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses 14.2 and 14.3.

14.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the date of this Agreement or until payment of 60% of the Sale Consideration and Cost of Construction.

14.3 Any assignment shall be, subject to clause 14.2, shall be permitted only by way of written agreement between the Sellers and the Purchaser and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.100/- (Rupees One Hundred Only) per square foot of the super built up area of Schedule D Apartment. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

**15. CLUB AND MEMBERSHIP OF THE CLUB:**

15.1 The Developer is developing as a part of PRESTIGE OCEAN CREST a club house in a portion of the Schedule `B' Property consisting of Gymnasium, Steam & Sauna, Swimming Pool, Party Hall, Mini-Theatre, Badminton Court, Squash Court, Table Tennis Room, Library and Indoor Games Room (hereinafter referred to as the Club). All the Owners/Occupants of Apartments of PRESTIGE OCEAN CREST shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may be prescribed by the Developer or the Agency appointed for the maintenance of the common areas and facilities in PRESTIGE OCEAN CREST or the Agency operating the Club, from time to time.

15.2 The owners /occupants of apartments in PRESTIGE OCEAN CREST are not required to pay any membership fee to get admitted to this Club. However, no owner of an Apartment in PRESTIGE OCEAN CREST shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The Purchaser and his immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the apartment is leased/rented out by the Purchaser, the occupant of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.

15.3 The owners/occupants of the Apartments in PRESTIGE OCEAN CREST shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Builder/Agency operating the Club, from time to time.

15.4 The Builder shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the Sellers/Occupants of Apartments.

15.5 It is clarified that non operation of Club or any of the above facilities for any reason whatsoever shall not be deemed as delay in handing over the possession of the Schedule ‘D' Apartment and the Purchaser shall take possession of the Schedule 'D' Apartment even if Club and above facilities are non-operational, if the Schedule 'D' Apartment is ready and complete in all respects as per the Specifications.

15.6 The facilities of the Club is available for the benefit of the owner/occupant of the Apartments in PRESTIGE OCEAN CREST and in the event of transfer of ownership of the Apartment, the transferee of the Apartment will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

15.7 The Purchaser shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club from time to time for using the facilities therein including payments of necessary charges.

**16 TAXES AND FEES:**

16.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "D" Apartment. It is clarified that the Purchaser shall pay all municipal and property taxes in respect of the Schedule "D" Apartment from the date its assessed separately to property taxes.

16.2 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "D" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

**17 ASSOCIATION OF OWNERS:**

The Association of Apartment Owners shall be formed by the Sellers at any time and within 3 (three) months from the date on which majority of the purchasers have been allotted apartments in the Project. The occupation and use by the Purchaser of the Schedule "D" Apartment and all amenities in the Project shall be governed *inter alia* by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule "D" Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

**18 MAINTENANCE OF THE SCHEDULE 'D' APARTMENT:**

18.1 The Purchaser shall, from the date the Schedule "D" Apartment being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Sellers and/or Association of Apartment Owners.

18.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "D" Apartment apart from the rules and regulations of the Association.

18.3 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "D" Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18.4 The Sellers or the agency appointed by the Sellers will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the apartments in the Project. The Purchaser and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project.

18.5 The Sellers through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

**19 DEFECT LIABILITY PERIOD:**

In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Sellers will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

**20 TERMINATION BY PURCHASER:**

20.1 In the event of (i) there being any delay completion and securing the Occupancy Certificate by the Sellers, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Sellers on account of suspension or revocation of registration of the Project in terms of the Act,the Purchaser will have the discretion to:

a) continue with the Agreement, in which event the Sellers shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Sellers ;

or

b) terminate this Agreement and on such termination the Sellers shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. Upon termination, the Sellers will be entitled to deal with the Schedule "D" Apartment without claim from the Purchaser.

20.2 The Sellers will be entitled to extension of time for completion of the Project, if the same is delayed by any Force Majeure events.

20.3 If the Purchaser desires to terminate/cancel this Agreement without any reasons, the Purchaser shall notify the Sellers of his/her/their intent to terminate in writing and by submitting the original of this Agreement and this Agreement shall stand terminated without any requirement of any further documentation. The notice of termination coupled with return of original of this Agreement shall serve as the document evidencing termination. On termination by the Purchaser, the Sellers shall be entitled to forfeit 10% of the Sale Consideration and Cost of Construction payable by the Purchaser under this Agreement and refund the balance amount paid by the Purchaser within 60 days from the date of sale of the Schedule "D" Apartment to any other third party.

**21 NOTICES:**

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address, if the party changing the address has not intimated in writing the change in the address.

**22. MISCELLANEOUS:**

**(a) Reservation of rights**

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the

Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

**(b) Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**(c) Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

**(d) Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

**(e) Entirety**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule “C” Apartment.

**(f) Time is Essence**

Time is of essence for the Sellers as well as the Purchaser. The Sellers shall abide by the time schedule for completing the Project and handing over the Schedule 'C' Property and Schedule 'D' Apartment to the Purchaser and the Common Areas to the Owners' Association after receiving the occupancy certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Sellers as provided in the Payment Plan.

**(g) Stamp Duty, Registration Charges etc.**

i) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively.

ii) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Sellers shall have no liability in respect thereto. The Purchaser acknowledges that without payment of applicable stamp duty and registration fee the Sellers will not be able to execute sale deed in favour of the Purchaser therefore the Sellers shall be deemed to have discharged of its obligation to register the sale deed in favour of the Purchaser upon sending an intimation to the Purchaser the that Sellers are willing execute the sale deed in favour of the Purchaser subject to Purchaser discharging all his/her/their obligations under this agreement and paying the required cost of registration including applicable stamp duty and registration fee.

**(h) Dispute Resolution**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties , shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

**(i) Governing law and Jurisdiction**

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Goa shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Goa would have jurisdiction for the matters arising under this Agreement and falling under the Act.

**23. PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:**

The Permanent Account number and Aadhaar Card Number are as follows:

**(a) Owners :**

**1) Mr. Joe Mathias -** PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863

2) **MRS. MARIOLA MATHIAS-** PAN card no. AEBPM7112B and holding Aadhaar card PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 3096 0354 3132

**(b) Developer :**

**1)** Prestige Estates Pvt. Ltd.

**(c ) Purchaser** :

**SCHEDULE PROPERTY**

**SCHEDULE – A**

ALL THAT PROPERTY admeasuring 80720.00 square meters being part of a larger holding bearing survey no: 249/1-A of Taleigao, within the limits of the Village Panchayat of Taleigao, Taluka and sub district of Bardez, District of North Goa, State of Goa admeasuring 83160 square meters which is part of the property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGUEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM known as "MAULINGEM" described in the Land Registration Office of llhas under NO: 14890 at page 91 of Book B-39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for " Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square meters which property bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres is bounded as under:

| | |
|---|---|
| North | : By the public road from Dona Paula to Bambolim. |
| South | : By the property bearing survey No. 247, 250/1, |
| East | : By the property bearing Survey No. 248/0 |
| West | : By road and survey no: 250/1. |

The said part is marked and shown in delineated in red coloured lines in the plan annexed hereto as **Annexure III.**

**SCHEDULE – B**

ALL THAT PART north western part of the property more particularly described in Schedule A hereinabove which part admeasures approximately 8700 square meters, is marked as sector IV or "OCEAN PARK SECTOR IV" and its bounded as under:-

East : By 10 meters wide road
WEST : By 8 meters wide road
NORTH : By the Bambolim-Dona Paula Road
SOUTH : By the Sagar Co-operative Housing Society.

The said part is marked and shown in delineated in red colored lines in the plan annexed hereto as **Annexure III.**

**SCHEDULE - C**

(Undivided Rights To Share in schedule 'B' Property)

[•] undivided share, right, title and interest and ownership in Schedule 'B' Property corresponding to the Schedule 'D' Apartment.

The eventual purchasers of built up area in the said Sector IV will enjoy undivided rights to land within the said sector IV defined as THAT PART north western part of the property more particularly described In Schedule I herein above which part admeasures approximately 8316 square metres, is marked as sector IV or "OCEAN PARK SECTOR IV" and its bounded as under:-

East : By 10 meters wide road
WEST : By 8 meters wide road

NORTH : By the Bambolim-Dona Paula Road
SOUTH : By the Sagar Co-operative Housing Society.

The said part is marked and shown in delineated in red colored lines in the plan annexed hereto as **Annexure IV.**

**SCHEDULE - D**

(Description of the Apartment being Constructed)

Residential Apartment/Shop/Restaurant bearing No. **[•]**, situated on **[•]** Floor/Level, of Tower **[•]**, being developed on Schedule 'B' Property, measuring **[•]** square feet, having a carpet area of **[•]** square feet of super built up area, inclusive of proportionate share in all the common areas such as passages, lobbies, lifts, staircases and other areas of common use ) and with **[•]** covered Car Parking Space in Basement No. **[•]**.

**SCHEDULE - E**

RIGHTS OF THE PURCHASERS:

The Purchaser/s shall, in the course of ownership of Schedule 'C' Property and Schedule 'D' Apartment/shop/Restaurant have the following rights:

1) The right to get constructed and own the Apartment/shop/Restaurant described in the Schedule 'D' above for residential/ commercial purposes subject to terms of this Agreement.

2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;

3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'D' Apartment/shop/Restaurant from the other parts of the Building;

4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'D' Apartment/shop/Restaurant through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;

5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;

6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'D' Apartment/shop/Restaurant or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and

wires causing as little disturbance as possible to the other owners and making good any damage caused.

7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer or the owners' association or the agency looking after the maintenance of common areas and amenities.

8) Right to use and enjoy the common areas, amenities and facilities in "**PRESTIGE OCEAN CREST**" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.

9) Right to make use of all the common roads, driveways and passages provided in Schedule `A' Property and the adjoining lands to reach the Schedule `D' Apartment/shop/Restaurant without causing any obstruction for free movement therein.

## SCHEDULE - F
## OBLIGATIONS ON THE PURCHASERS:

1) Not to raise any construction in addition to that mentioned in Schedule `D' above.

2) Not to use or permit the use of the Schedule `D' Apartment/shop/Restaurant in such manner which would diminish the value of the utility in the property described in the Schedule `B' above.

3) Not to use the space in the land described in Schedule `B' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.

4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule `B' Property.

5) Not to decorate the exterior part of the Schedule `D' Apartment/shop/Restaurant to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in "**PRESTIGE OCEAN CREST**".

6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.

7) The Purchaser shall have no objection whatsoever to the Developer managing the building in Schedule 'B' Property by themselves or handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Developer shall retain the same and the Purchasers have given specific consent to this undertaking.

8) The Purchaser shall become a Member of the Owners Association to be formed amongst the owners of apartments in "**PRESTIGE OCEAN CREST**" and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in "**PRESTIGE OCEAN CREST**" shall be done by Developer until formation of Association and/or by the Maintenance Company appointed by the Developer and the Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement to the Developer or the Maintenance Company engaged by the Developer.

9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in "**PRESTIGE OCEAN CREST**" proportionately. No owner of an apartment in "**PRESTIGE OCEAN CREST**" is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.

10) The Purchaser/s shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchaser shall not use the Schedule 'D' Apartment/shop/Restaurant as serviced apartment or transit accommodation or let it out on temporary basis.

11) The Purchaser shall not alter the elevations of the apartment building.

12) The Purchaser shall from the date of possession, maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Panaji Development Authority or any other Authority. The Purchaser shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property

or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer/Maintenance Company /Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners.

13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the apartments in "**PRESTIGE OCEAN CREST**" that:

a) the name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.

b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.

c) the Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.

d) the Purchaser/shall not do any thing that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of "**PRESTIGE OCEAN CREST**" which may cause any nuisance or obstruction or hindrance to the other owners.

e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Developer. The Purchaser/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration.

14) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.

15) As the Purchaser will be one of the owners of the apartments in "**PRESTIGE OCEAN CREST**" the Purchaser shall be entitled to use in common with the all the other buyers/ owners in "**PRESTIGE OCEAN CREST**" the common areas and facilities listed below:

a) driveways, roads, passages, entry and exits;

b) entrance lobby, staircase and corridors in apartment towers;

c) elevators, pumps, generators;

d) open Spaces, common gardens, parks ;

e) facilities in club house including the swimming pool/s ;

f) any/all other common facilities and amenities in "**PRESTIGE OCEAN CREST**";

16) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by:- closing the lobbies, stairways, passages and parking spaces and other common areas;

a. Making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Developer or the Owners Association or Seller differ from the scheme of the building.

b. making any structural alterations inside the apartment or making any fresh openings;

c. Defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the development.

d. Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.

e. Installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.

f. Using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.

g. Bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles without the prior approval of the Developer/Maintenance Company/Association of Owners.

h. Using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.

i. draping clothes in the balconies and other places of building;

j. Entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.

k. Throwing any rubbish or garbage other than in the dustbin/s provided in the property.

l. Undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer/Maintenance Company/ Owner Association.

m. Creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in "**PRESTIGE OCEAN CREST**".

n. Refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club house facilities in "**PRESTIGE OCEAN CREST**".

o. Trespass into other residential buildings in "**PRESTIGE OCEAN CREST**" or misuse the facilities provided for common use.

17) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.

18) The Purchaser shall park vehicles only in the parking space/area specifically acquired by the Purchaser and earmarked for the exclusive use of the Purchaser.

19) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule `A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer or Agency maintaining the common areas and facilities in "**PRESTIGE OCEAN CREST**" or by the Owners Association.

20) The Purchaser/s shall keep all the pets confined within the Schedule `D' Apartment/shop/Restaurant and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.

21) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule `B' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owner in the Building.

22) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.

23) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the buildings in Schedule 'B' Property.

24) All common areas and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.

25) The Purchaser/s in the event of leasing the Schedule 'D' Apartment/shop/Restaurant shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'D' Apartment/shop/Restaurant and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities and the Purchaser/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of "**PRESTIGE OCEAN CREST**".

26) The Purchaser shall be liable to pay to Developer/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:

a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipment's, replacement of fittings and provision of consumables of all common areas and places;

b. All taxes payable, service charges and all other incidental expenses in general.

c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;

d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipment's, machinery such as generators, elevators, pumps, motors etc.

**ANNEXURE I**

**PAYMENT PLAN FOR SALE CONSIDERATION**

**ANNEXURE II**
**PAYMENT PLAN FOR CONSTRUCTION COST**

**ANNEXURE III**
**SPECIFICATIONS**

**ANNEXURE IV**
**COMMON AREAS IN THE PROJECT**

**ANNEXURE V**
**COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**ANNEXURE VI**
**OTHER COSTS CHARGES AND EXPENSES**

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT TO SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)

**OWNERS**
**represented by Power of Attorney holder**
**PRESTIGE ESTATES PROJECTS LTD**.

2)

**DEVELOPER**

**PURCHASER**

| PRESTIGE OCEAN CREST | | | | |
|---|---|---|---|---|
| ANNEXURE-I- AGREEMENT TO SELL | | | | |
| **Tower** | | | | |
| **Type** | | | | |
| **Apartment No** | | | | |
| **Area in Sqmeters** | | **3139** | | |
| **Level** | | **A** | **10** | |
| Sale Value of Schedule "C" Property | | 12000 | 37668000 | |
| Payment Schedule | | | | |
| Booking Amount | | 3782495 | 37825 | **3744670** |
| **BALANCE IN 18 INSTALLMENTS** | | **34042455** | | |
| **S.no.** | **Date of Payment** | **Gross Payment INR** | **Less TDS 1% INR** | **Net Payment to PRESTIGE* INR** |
| 1 | 01-Feb-20 | 1134749 | 11347 | **1123401** |
| 2 | 01-Apr-20 | 1134749 | 11347 | **1123401** |
| 3 | 01-Jun-20 | 1134749 | 11347 | **1123401** |
| 4 | 01-Aug-20 | 1134749 | 11347 | **1123401** |
| 5 | 01-Oct-20 | 1134749 | 11347 | **1123401** |
| 6 | 01-Dec-20 | 1134749 | 11347 | **1123401** |
| 7 | 01-Feb-21 | 1134749 | 11347 | **1123401** |
| 8 | 01-Apr-21 | 1134749 | 11347 | **1123401** |
| 9 | 01-Jun-21 | 1134749 | 11347 | **1123401** |
| 10 | 01-Aug-21 | 1134749 | 11347 | **1123401** |
| 11 | 01-Oct-21 | 1134749 | 11347 | **1123401** |
| 12 | 01-Dec-21 | 1134749 | 11347 | **1123401** |
| 13 | 01-Feb-22 | 1134749 | 11347 | **1123401** |
| 14 | 01-Apr-22 | 1134749 | 11347 | **1123401** |
| 15 | 01-Jun-22 | 1134749 | 11347 | **1123401** |
| 16 | 01-Aug-22 | 1134749 | 11347 | **1123401** |
| 17 | 01-Oct-22 | 1134749 | 11347 | **1123401** |
| 18 | On Possession | 1134749 | 11347 | **1123401** |
| | | | | |

| PRESTIGE OCEAN CREST | | | | |
|---|---|---|---|---|
| **ANNEXURE-II - CONSTRUCTION AGREEMENT** | | | | |
| **Tower** | | | | |
| **Type** | | | | |
| **Apartment No** | | | | |
| **Area in Sqmeters** | | **3139** | | |
| **Level** | | **A** | **10** | |
| Sale Value of Schedule "C" Property | | 12000 | 37668000 | |
| Payment Schedule | | | | |
| Booking Amount | | 3782495 | 37825 | **3744670** |
| **BALANCE IN 18 INSTALLMENTS** | | **34042455** | | |
| **S.no.** | **Date of Payment** | **Gross Payment INR** | **Less TDS 1% INR** | **Net Payment to PRESTIGE* INR** |
| 1 | 01-Feb-20 | 1134749 | 11347 | **1123401** |
| 2 | 01-Apr-20 | 1134749 | 11347 | **1123401** |
| 3 | 01-Jun-20 | 1134749 | 11347 | **1123401** |
| 4 | 01-Aug-20 | 1134749 | 11347 | **1123401** |
| 5 | 01-Oct-20 | 1134749 | 11347 | **1123401** |
| 6 | 01-Dec-20 | 1134749 | 11347 | **1123401** |
| 7 | 01-Feb-21 | 1134749 | 11347 | **1123401** |
| 8 | 01-Apr-21 | 1134749 | 11347 | **1123401** |
| 9 | 01-Jun-21 | 1134749 | 11347 | **1123401** |
| 10 | 01-Aug-21 | 1134749 | 11347 | **1123401** |
| 11 | 01-Oct-21 | 1134749 | 11347 | **1123401** |
| 12 | 01-Dec-21 | 1134749 | 11347 | **1123401** |
| 13 | 01-Feb-22 | 1134749 | 11347 | **1123401** |
| 14 | 01-Apr-22 | 1134749 | 11347 | **1123401** |
| 15 | 01-Jun-22 | 1134749 | 11347 | **1123401** |
| 16 | 01-Aug-22 | 1134749 | 11347 | **1123401** |
| 17 | 01-Oct-22 | 1134749 | 11347 | **1123401** |
| 18 | On Possession | 1134749 | 11347 | **1123401** |
| | **GEB Charges@ Rs. 50 per sft.** | 156950 | | **156950** |

## Annexure III

## PRESTIGE OCEAN CREST SPECIFICATIONS

**STRUCTURE**
RCC framed structure. Cement blocks for walls wherever needed.

**LOBBY**
All floor lobbies with flooring and lift cladding in granite/marble. Lobby walls in texture paint/emulsion and ceiling in distemper. Service lobby, service corridor and staircase in Kota/cement tiles and paint on walls.

**LIFTS**
Passenger and service lifts in all blocks of suitable size and capacity.

**APARTMENT FLOORING**
Quartz in the Foyer, Living, Dining, Corridors, Family and Master Bedroom.
Vitrified tile flooring in all other bedrooms.
Master toilet will have Quartz on the floor and walls upto the false ceiling.
Other toilets will be done with high quality ceramic/vitrified tiles.
Balconies finished with ceramic tiles.

**KITCHEN**
Vitrified/Ceramic tiles flooring and 2 feet ceramic tile dado over the granite counter.
Double bowl, single drain steel sink with single lever tap.

**MAID ROOM AND TOILET**
Ceramic tile flooring and ceramic tile dado for the utility.

**TOILETS AND FITTINGS**
Granite for the counters with counter top wash basin, wall mounted EWC's, shower panel in the master toilet, glass partition in the other toilets with high quality chrome plated fittings.
Geysers in all toilets concealed within a grid false ceiling.

**PAINTING**
Cement paint for external walls, Emulsion for internal walls and OBD for ceiling. All MS railing with enamel paint.

**DOORS AND WINDOWS**
ENTRANCE DOOR – 8 feet high, frame and shutters in wood, polished on both sides.

INTERNAL DOORS – wooden frame and flush shutters.
EXTERNAL DOORS – UPVC/Aluminum frames and shutters.
WINDOWS – 2 track frames, clear glass and provision for mosquito mesh shutters.

**ELECTRICAL**

Concealed wiring with PVC insulated copper wires and modular switches.
Sufficient power outlet and light point provided.
Cable TV and telephone points provided in the living, dining and all bedrooms.
Internet point will be provided in the study area.
Provision for installation of split AC in the living room and all bedrooms.
Master Toilet to have a telephone point.

**SECURITY SYSTEM**

Security cabin at all entry/exit with peripheral CCTV coverage.
Door video phone will be provided for all apartments.
DG BACKUP – for all common service.

**CLUB HOUSE AND AMENITIES**

**ITEMS AT ADDITIONAL COST**

DG POWER – 100% back up for all apartments.

**ANNEXURE IV**

**COMMON AREAS IN THE PROJECT**

**Basement**
**Stilt**
**Elevated Ground**
**First Floor**
**Second Floor**
**Third Floor**
**Fourth Floor**
**Floor**
**Sixth Floor**
**Seventh Floor**
**Terrace**
**Lift Machine room**

**ANNEXURE V**

**COMMON AMENITIES AND FACILITIES OF THE PROJECT**

**CLUB HOUSE**
**RESTAURANT**
**SWIMMING POOL**
**GYMNASIUM**
**PARTY HALL**
**PORTABLE DRINKING WATER**
**GOA ELECTRICITY BOARD SUPPLIED POWER**
**CCTV SURVILIANCE**
**INTERCOM FACILITY**
**COVERED PARKING**
**SHOPPING FACILITY**

| **ANNEXURE VI** | | | | |
|---|---|---|---|---|
| **UNIT NO :** | | | | |
| Advance Maintenance Charges@ 100 /Square ft | On Possession (Other Charges) | | | 313900 |
| Franking Charges @3% of the | Franking Charges | | | 1130040 |
| Sinking Fund@ 60/Square ft | On Possession (Other Charges) | | | 188340 |
| Water & Electricity Charges@ 100 /Square ft | On Possession (Other Charges) | | | 313900 |
| | Total - Other Charges | | | **1946270** |

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ANNEXURE-R-16

STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2019

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2019-2020

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure | | |
| | as per Income and Expenditure Account | 5,14,855 | |
| | Add: Income tax Paid | 22,948 | |
| | | 5,37,803 | |
| | Less: Income considered separately | | |
| | Interest on IT Refund | 5,801 | |
| | Bank Interest | 18,56,597 | 18,62,398 |
| | | | (13,24,595) |
| | Add: Set off with income from other Sources | | 13,24,595 NIL |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | 18,56,597 | |
| | Interest on IT Refund | 5,801 | |
| | | 18,62,398 | |
| | Less: Business Loss Set off | 13,24,595 | 5,37,803 |
| | GROSS TOTAL INCOME ..... | | 5,37,803 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,37,803 |
| | ROUNDED UP TO ..... | | 5,37,800 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 20,060 | |
| | Add: Edu Cess | 602 | 20,662 |
| 2 | Tax deducted at source | | 1,81,832 |
| 3 | **Balance tax Refundable** | | **1,61,170** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2019

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 10,40,250.62 | | Deposits | | |
| Add: Excess of Income over Expenditure | 5,14,855.41 | 15,55,106.03 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances | | |
| Opening Balance | 1,59,30,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 24,02,000.00 | 1,83,32,000.00 | Canara Bank | 2,22,144.00 | |
| | | | HDFC Bank | 8,05,531.48 | |
| **SINKING FUND** | | | Fixed Deposit | | |
| Opening Balance | 72,43,000.00 | | Canara Bank | 96,68,210.63 | |
| Add: Additions during the year | 7,80,500.00 | 80,23,500.00 | HDFC Bank | 1,95,96,307.30 | 3,02,92,193.41 |
| **CURRENT LIABILITIES** | | | Tax Deducted at Source | | |
| Security Deposit | 16,80,000.00 | | Canara Bank | 57,817.00 | |
| Mathias Constrcution Pvt. Ltd. | 15,20,638.58 | 32,00,638.58 | HDFC Bank | 1,24,015.00 | 1,81,832.00 |
| | | | Accrued Interest on FD | | |
| | | | Canara Bank | - | |
| | | | HDFC Bank | 6,03,219.20 | 6,03,219.20 |
| **TOTAL** | | **3,11,11,244.61** | **TOTAL** | | **3,11,11,244.61** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 24th August, 2019

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2019

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 3,98,592 | By Rental Income | 1,62,250.00 |
| " Administrative Expenses | 1,02,234 | " Bank Interest - SB | |
| | | Canara Bank | 10,086.00 |
| " Security Charges | 2,33,646 | HDFC Bank | 28,186.30 |
| " Water Charges | 2,76,455 | " Bank Interest - FD | |
| | | Canara Bank | 5,78,174.69 |
| " Electricity Charges | 81,199 | HDFC Bank | 12,40,150.00 |
| " Wages | 2,26,727 | " Interest on IT Refund | 5,801.00 |
| " Repairs and Maint. - Genset | 23,187 | " Reimbusement of Expenses | 34,080.00 |
| " Repairs and Maint. - STP | 1,48,674 | | |
| " Repairs and Maint. - Electicals | 29,924 | | |
| " Bank Charges | 286.00 | | |
| " Income tax Paid | 22,948.00 | | |
| " Excess of Income over Expenditure | 5,14,855.41 | | |
| TOTAL | 20,58,727.99 | TOTAL | 20,58,727.99 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 24th August, 2019

Chairman Secretary Treasurer

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| HDFC BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 3,01,992.50 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 123000 | |
| | Edwin dias | 246000 | |
| | Anuj Agarwal | 123000 | |
| | Suresh Naik | 330000 | |
| | Jitendra Lalchandani | 123000 | |
| | Sashank K Lotlikar | 138000 | |
| | Agostinho Rebello | 90000 | |
| | Jimmy Braganza | 180000 | |
| | Vivek V. Karekar | 330000 | |
| | Padmaja Rane | 123000 | |
| | John Kurian | 350000 | |
| | Kundan kumar | 246000 | |
| | | | **24,02,000.00** |
| Bb | Security Deposit | | |
| | Nobert Fitness Studio (MCPL) | | **180000** |
| Bc | Rent Income: | | |
| | | | |
| | Nobert Fitness Studio (MCPL) Six M | **88500** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Guest House Income | **2985** | |
| | Guest House Income | **8955** | |
| | Savier O Coutinho | 22140 | |
| | | | 1,96,330.00 |
| Bd | Other Income | | |
| | Interest on SB a/c | **28186.3** | |
| | Redemption of FD | 361832.8 | 3,90,019.10 |
| | | | |
| | | | |
| C | Total Income (A+Ba+Bb+Bc+Bd) | | 34,70,341.60 |
| D | Less | | |
| | Transfer to Fixed Deposit | 1790000 | |
| | Bank Charges | **226** | |
| | Paid to MCPL | 874584.1 | 26,64,810.12 |
| E | Balance as per bank on 31.03.2019 | | **8,05,531.48** |

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| HDFC BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 3,01,992.50 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 123000 | |
| | Edwin dias | 246000 | |
| | Anuj Agarwal | 123000 | |
| | Suresh Naik | 330000 | |
| | Jitendra Lalchandani | 123000 | |
| | | | |
| | | | 9,45,000.00 |
| Bb | Rent Income: | | |
| | Nobert Fitness Studio (MCPL) | 180000 | |
| | | | |
| | | | 1,80,000.00 |
| Bc | Other Income | | |
| | Interest on SB a/c | 8352.3 | |
| | Redemption of FD | 361832.8 | 3,70,185.10 |
| C | Total Income (A+Ba+Bb+Bc) | | 17,97,177.60 |
| | | | |
| D | Less | | |
| | Transfer to Fixed Deposit | 290000 | |
| | Bank Charges | 226 | |
| | Paid to MCPL | 874584.1 | 11,64,810.12 |
| E | Balance as per bank on 30.09.2018 | | 6,32,367.48 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2019

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To **Opening Balance** | | | By Bank Charges | | 286.00 |
| Canara Bank SB | 1,59,668.00 | | " TDS on Canara Bank FD | | 57,817.00 |
| HDFC Bank SB | 3,01,992.50 | | " TDS on HDFC Bank FD | | 1,24,015.00 |
| Accrued Interest CANARA Bank | 2,60,917.94 | | " Mathias Construction Private Limited | | 8,74,584.12 |
| Accrued Interest HDFC Bank | 5,68,343.00 | | | | |
| Canara Bank - FD | 80,36,935.00 | | " **Closing Balance** | | |
| HDFC Bank - FD | 1,70,86,881.30 | 2,64,14,737.74 | Canara Bank SB | 2,22,144.00 | |
| " Maintenance Fund | | 24,02,000.00 | HDFC Bank SB | 8,05,531.48 | |
| Sinking Fund | | 7,80,500.00 | Accrued Interest HDFC Bank | 6,03,219.20 | |
| " Canara Bank Interest - SB | | 10,086.00 | Canara Bank - FD | 96,68,210.63 | |
| " HDFC Interest - SB | | 28,186.30 | HDFC Bank - FD | 1,95,96,307.30 | 3,08,95,412.61 |
| " Security Deposit | | 1,80,000.00 | | | |
| " Canara Bank Interest - FD | | 5,78,174.69 | | | |
| " HDFC Bank Interest - FD | | 12,40,150.00 | | | |
| " Income tax Refund | | 1,16,149.00 | | | |
| " Interest on Income tax Refund | | 5,801.00 | | | |
| " Rental Income | | 1,62,250.00 | | | |
| " Reimbusement of Expenses | | 34,080.00 | | | |
| **TOTAL** | | **3,19,52,114.73** | **TOTAL** | | **3,19,52,114.73** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 24th August, 2019

Chairman Secretary Treasurer

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 1,59,668.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 61500 | |
| | Edwin dias | 61500 | |
| | Anuj Agarwal | 61500 | |
| | Suresh Naik | 82500 | |
| | Jitendra Lalchandani | 61500 | |
| | Sashank K Lotlikar | 69000 | |
| | Agostinho Rebello | 45000 | |
| | Jimmy Braganza | 45000 | |
| | Vivek V. Karekar | 82500 | |
| | Padmaja Rane | 61500 | |
| | Kundan Kumar | 61500 | |
| | John Kurian | 87500 | |
| | | | **7,80,500.00** |
| Bb | Other Income | | |
| | Interest on SB a/c | **10086** | |
| | Income Tax Refund | 121950 | 1,32,036.00 |
| C | Total Income (A+Ba+Bb) | | 10,72,204.00 |
| | | | |
| D | Less | | |
| | Bank Charges | **60** | |
| | Trf to FIXED DEPOSIT | 850000 | 8,50,060.00 |
| E | Balance as per bank on 31.03.2019 | | **2,22,144.00** |

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 1,59,668.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 61500 | |
| | Edwin dias | 61500 | |
| | Anuj Agarwal | 61500 | |
| | Suresh Naik | 82500 | |
| | Jitendra Lalchandani | 61500 | |
| | | | |
| | | | 3,28,500.00 |
| Bb | Other Income | | |
| | Interest on SB a/c | 2872 | 2,872.00 |
| C | Total Income (A+Ba+Bb) | | 4,91,040.00 |
| | | | |
| D | Less | | |
| | Bank Charges | 24 | |
| | Trf to FIXED DEPOSIT | 150000 | 1,50,024.00 |
| E | Balance as per bank on 30.09.2018 | | 3,41,016.00 |

# 1610

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2019 | | 2,22,144.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Eugene Rent | 87500 | |
| | Samir Volvoicar | 61500 | |
| | Cruz Rosario Dias | 61500 | |
| | Mavon L.V. Colaco | 82500 | |
| | Sadiq M Shaikh | | |
| | Shreyash Dessai | | |
| | Shreyash Dessai | | |
| | Vijay Jain | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 2,93,000.00 |
| Bb | Other Income | | |
| | Interest on SB a/c | 1386 | |
| | Income Tax Refund | 0 | 1,386.00 |
| C | Total Income (A+Ba+Bb) | | 5,16,530.00 |
| | | | |
| D | Less | | |
| | Bank Charges | 0 | |
| | Trf to FIXED DEPOSIT | 0 | - |
| E | Balance as per bank on 09.05.2019 | | 5,16,530.00 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2018-19

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2018 | 80,36,935.00 | | 1,70,86,881.30 | 2,51,23,816.30 |
| Add: Op. Accrued Interest | 2,60,917.40 | | 5,68,343.00 | 8,29,260.40 |
| Add: FD made during the year | 8,50,000.00 | | 17,90,000.00 | 26,40,000.00 |
| | 91,47,852.40 | | 1,94,45,224.30 | 2,85,93,076.70 |
| Less: Matured and Withdrawn | - | | 3,61,832.80 | 3,61,832.80 |
| | 91,47,852.40 | | 1,90,83,391.50 | 2,82,31,243.90 |
| Add: Interest earned during the year | 5,78,168.00 | | 12,40,150.00 | 18,18,318.00 |
| | 97,26,020.40 | | 2,03,23,541.50 | 3,00,49,561.90 |
| Add: Cl.Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| Add: Rounding off Diff | 7.23 | | | |
| Less: TDS for the year | 57,817.00 | | 1,24,015.00 | 1,81,832.00 |
| **Closing Fixed Deposit as on 31.03.2019** | **96,68,210.63** | | **1,95,96,307.30** | **2,92,64,510.70** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2019

| PARTICULARS | CANARA BANK | | HDFC BANK | | TOTAL |
|---|---|---|---|---|---|
| **Total Interest as per Cerificate received from Bank** | | | | | |
| Interast Earned for the year | | 5,78,168.00 | | 10,50,329.00 | 16,28,497.00 |
| Accrued as on 31.03.2019 | | | | 1,89,821.00 | 1,89,821.00 |
| | | 5,78,168.00 | | 12,40,150.00 | 18,18,318.00 |
| Less: TDS | | 57,817.00 | | 1,24,015.00 | 1,81,832.00 |
| | | 5,20,351.00 | | 11,16,135.00 | 16,36,486.00 |
| Add: Opening Accrued Interest | | 2,60,917.40 | | 5,68,343.00 | 8,29,260.40 |
| | | **7,81,268.40** | | **16,84,478.00** | **24,65,746.40** |
| Less : Interest received on withdrawal of FD | | - | | 21,832.80 | 21,832.80 |
| | | | | 16,62,645.20 | |
| Less: FD renewed and Interest credited FD | | | | | |
| Various FDS | 7,81,268.40 | | - | | |
| 50300184788258/2 | - | | 31,438.00 | | |
| 50300186098217/2 | - | | 19,765.50 | | |
| 50300189553304/2 | - | | 45,765.50 | | |
| 50300192774894/2 | - | | 80,267.30 | | |
| 50300193972998/2 | - | | 96,321.60 | | |
| 50300194250127/2 | - | | 81,103.90 | | |
| 50300198461083/2 | - | | 47,390.00 | | |
| 50300203204832/2 | - | | 47,390.80 | | |
| 50300204773093/2 | - | | 27,035.10 | | |
| 50300205319688/2 | - | | 63,187.30 | | |
| 50300206600045/2 | - | | 38,336.80 | | |
| 50300207927769/2 | - | | 5,683.60 | | |
| 50300212874135/1 | - | | 66,373.90 | | |
| 50300215979389/1 | - | | 38,358.80 | | |
| 50300222850059/1 | - | | 84,887.30 | | |
| 50300233552930/1 | - | | 84,576.10 | | |
| 50300236818889/1 | - | | 1,37,800.80 | | |
| 50300242214561/1 | - | | 63,743.70 | | |
| | | 7,81,268.40 | | 10,59,426.00 | 18,40,694.40 |
| Accurued Interest (Gross) | | - | | 6,03,219.20 | 6,03,219.20 |
| | | - | | - | - |
| | | - | | 6,03,219.20 | 6,03,219.20 |
| Add: Rounding Diff | | - | | - | - |
| **Accrued Interest as on 31.03.2019** | | **-** | | **6,03,219.20** | **6,03,219.20** |

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**ANNEXURE-R-17**

# MATHIAS OCEAN PARK ASSOCIATION

## ANNUAL ACCOUNTS
## F.Y. 2019-20

*****

# STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2020

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2020 - 2021

| | | | ₹ | ₹ |
|---|---|---|---|---|
| I. | INCOME FROM HOUSE PROPERTY : | | | |
| | Rent received | | 1,50,000 | |
| | Less: 30% Repairs Allowance | | 45,000 | |
| | | | 1,05,000 | |
| | Add: Set off with income from business | | 1,05,000 | NIL |
| II. | INCOME FROM BUSINESS : | | | |
| | Excess of Income over Expenditure | | | |
| | as per Income and Expenditure Account | | 1,09,955 | |
| | Add: Income tax Paid | | 20,662 | |
| | | | 1,30,617 | |
| | Less: Income considered separately | | | |
| | Rental Income | 1,50,000 | | |
| | Bank Interest | 24,73,494 | 26,23,494 | |
| | | | (24,92,877) | |
| | Add: Set off with income from House Property | | 1,05,000 | |
| | Add: Set off with income from other Sources | | 23,87,877 | NIL |
| II. | INCOME FROM OTHER SOURCES: | | | |
| | Bank Interest received | | 24,73,494 | |
| | Less: Business Loss Set off | | 23,87,877 | 85,617 |
| | GROSS TOTAL INCOME ..... | | | 85,617 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | | NIL |
| | NET TOTAL INCOME ..... | | | 85,617 |
| | ROUNDED UP TO ..... | | | 85,620 |

NOTES:

| | | |
|---|---|---|
| 1 | Tax on above | Nil |
| 2 | Tax deducted at source | 2,38,856 |
| 3 | **Balance tax Refundable** | **2,38,856** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2020

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 15,55,106.03 | | Deposits | | |
| Add: Excess of Income over Expenditure | 1,09,954.84 | 16,65,060.87 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 1,83,32,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 1,01,09,540.00 | 2,84,41,540.00 | Canara Bank | 4,01,716.00 | |
| | | | HDFC Bank | 23,81,682.34 | |
| **SINKING FUND** | | | Accrued Interest on FD | | |
| Opening Balance | 80,23,500.00 | | HDFC Bank | 2,21,798.00 | |
| Add: Additions during the year | 25,14,100.00 | 1,05,37,600.00 | Fixed Deposit | | |
| | | | Canara Bank | 1,26,94,325.73 | |
| **CURRENT LIABILITIES** | | | HDFC Bank | 2,44,53,871.20 | 4,01,53,393.27 |
| Security Deposit | 16,80,000.00 | | | | |
| GST Payable | 51,750.00 | | Tax Deducted at Source | | |
| thias Constrcution Pvt. Ltd. | 11,62,942.00 | 28,94,692.00 | Income tax Refund Due | 1,61,170.00 | |
| | | | Canara Bank | 75,123.90 | |
| | | | HDFC Bank | 1,63,731.70 | 4,00,025.60 |
| | | | GST Refundable | | 29,51,474.00 |
| **TOTAL** | | **4,35,38,892.87** | **TOTAL** | | **4,35,38,892.87** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 9th January, 2021

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2020

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 4,74,385.00 | By Rental Income | 1,50,000.00 |
| " Administrative Expenses | 90,443.00 | " Guest House Income | 1,19,360.00 |
| " Security Charges | 2,84,299.00 | " Bank Interest - SB | |
| | | Canara Bank | 15,649.00 |
| " Water Charges | 4,61,757.00 | HDFC Bank | 69,289.00 |
| " Electricity Charges | 1,01,077.00 | " Bank Interest - FD | |
| | | Canara Bank | 7,51,239.00 |
| " Wages | 4,31,951.00 | HDFC Bank | 16,37,317.00 |
| " Repairs and Maint. - Genset | 18,320.00 | | |
| " Repairs and Maint. - Others | 2,94,291.00 | | |
| " Repairs and Maint. - Electicals | 2,05,177.00 | | |
| " Bank Charges | 191.16 | | |
| " Miscellanious Expenses | 2,50,346.00 | | |
| " Income tax Paid | 20,662.00 | | |
| " Excess of Income over Expenditure | 1,09,954.84 | | |
| **TOTAL** | **27,42,854.00** | **TOTAL** | **27,42,854.00** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 9th January, 2021

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2020

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 191.16 |
| Canara Bank SB | 2,22,144.00 | | " TDS on Canara Bank FD | | 75,123.80 |
| HDFC Bank SB | 8,05,531.48 | | " TDS on HDFC Bank FD | | 1,63,731.70 |
| Accrued Interest HDFC Bank | 6,03,219.20 | | " Mathias Construction Private Limited | | 57,92,366.58 |
| Canara Bank - FD | 96,68,210.63 | | " Administrative Expenses | | 64,100.00 |
| HDFC Bank - FD | 1,95,96,307.30 | 3,08,95,412.61 | " Wages | | 40,000.00 |
| | | | " Closing Balance | | |
| " Maintenance Fund | | 1,01,09,540.00 | Canara Bank SB | 4,01,716.00 | |
| " Sinking Fund | | 25,14,100.00 | HDFC Bank SB | 23,81,682.34 | |
| " Canara Bank Interest - SB | | 15,649.00 | Accrued Interest HDFC Bank | 2,21,798.00 | |
| " HDFC Interest - SB | | 69,289.00 | Canara Bank - FD | 1,26,94,325.73 | |
| " Canara Bank Interest - FD | | 7,51,239.00 | HDFC Bank - FD | 2,44,53,871.20 | 4,01,53,393.27 |
| " HDFC Bank Interest - FD | | 16,37,317.00 | | | |
| " Rental Income | | 1,50,000.00 | | | |
| " Guest House Income | | 1,19,360.00 | | | |
| " GST Collected on Rent | | 27,000.00 | | | |
| TOTAL | | 4,62,88,906.61 | TOTAL | | 4,62,88,906.61 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 9th January, 2021

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2019-20

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2019 | 96,68,210.63 | | 1,95,96,307.30 | 2,92,64,517.93 |
| Add: Op. Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| Add: FD made during the year | 23,50,000.00 | | 64,60,000.00 | 88,10,000.00 |
| | 1,20,18,210.63 | | 2,66,59,526.50 | 3,86,77,737.13 |
| Less: Matured and Withdrawn | - | | 34,57,442.60 | 34,57,442.60 |
| | 1,20,18,210.63 | | 2,32,02,083.90 | 3,52,20,294.53 |
| Add: Interest earned during the year | 7,51,239.00 | | 16,37,317.00 | 23,88,556.00 |
| | 1,27,69,449.63 | | 2,48,39,400.90 | 3,76,08,850.53 |
| Add: Cl.Accrued Interest | - | | 2,21,798.00 | 2,21,798.00 |
| Add: Rounding off Diff | - | | | |
| Less: TDS for the year | 75,123.90 | | 1,63,731.70 | 2,38,855.60 |
| **Closing Fixed Deposit as on 31.03.2020** | **1,26,94,325.73** | | **2,44,53,871.20** | **3,71,48,196.93** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2020

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| Total Interest as per Cerificate received from Bank | | | | |
| Interast Earned for the year | 7,51,239.00 | | 14,15,519.00 | 21,66,758.00 |
| Accrued as on 31.03.2020 | | | 2,21,798.00 | 2,21,798.00 |
| | 7,51,239.00 | | 16,37,317.00 | 23,88,556.00 |
| Less: TDS | 75,124.00 | | 1,63,732.00 | 2,38,856.00 |
| | 6,76,115.00 | | 14,73,585.00 | 21,49,700.00 |
| Add: Opening Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| | **6,76,115.00** | | **20,76,804.20** | **27,52,919.20** |
| Less : Interest received on withdrawal of FD | 6,76,115.00 | | 25,902.20 | 7,02,017.20 |
| | - | | 20,50,902.00 | |
| Less: FD renewed and Interest credited FD | - | | 18,29,104.00 | 18,29,104.00 |
| Accrued Interest (Gross) | - | | 2,21,798.00 | 2,21,798.00 |
| | - | | - | - |
| | - | | 2,21,798.00 | 2,21,798.00 |
| Add: Rounding Diff | - | | - | - |
| **Accrued Interest as on 31.03.2020** | - | | **2,21,798.00** | **2,21,798.00** |

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ANNEXURE-R-18

## MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2021

| EXPENDITURE | AMOUNT | INCOME | AMOUNT |
|---|---|---|---|
| To Advertisement Expenses | 3,031.00 | By Rental Income | 35,500.00 |
| To Bank Charges | 61.36 | By Guest House Income | 62,700.00 |
| To Electricity Charges | 2,89,063.00 | By Bank Interest - SB | |
| To GST Late Fees | 4,180.00 | Canara Bank | 12,376.00 |
| To Lift Maintenance | 4,36,024.94 | HDFC Bank | 69,870.00 |
| To Miscellaneous Expenses | 1,13,894.64 | | |
| To Printing & Stationery | 1,775.00 | By Bank Interest - FD | |
| To Professional Fees | 5,900.00 | Canara Bank | 8,53,192.45 |
| To Repairs & Maintenance - Others | 2,67,093.00 | HDFC Bank | 15,76,290.00 |
| To Repairs & Maintenance - Electricals | 3,20,013.00 | | |
| To Repairs & Maintenance - Genset | 35,346.00 | By Discounts | 39,604.78 |
| To Security Charges | 2,65,742.32 | | |
| To Sewage Treatement Maintainence | 2,20,140.60 | By Interest on Income Tax Refund | 24,794.40 |
| To Staff Welfare Expenses | 5,899.00 | | |
| To Wages & Salaries | 3,86,127.86 | | |
| To Water Charges | 2,82,843.72 | | |
| To Income Tax Paid (AY 19-20) | 200.00 | | |
| To Finalisation Fees | 10,000.00 | | |
| To Return Filing Fees | 10,000.00 | | |
| To Depreciation (As per Schedule 'A') | 4,928.00 | | |
| To Excess of Income over Expenditure | 12,064.19 | | |
| **TOTAL** | **26,74,327.63** | **TOTAL** | **26,74,327.63** |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2021

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **FIXED ASSETS** | | |
| Opening Balance | 16,65,060.87 | | As per Schedule A | | 28,572.00 |
| Add: Excess of Income over Expenditure | 12,064.19 | 16,77,125.06 | | | |
| | | | **CURRENT ASSETS** | | |
| **MAINTENANCE DEPOSIT** | | | **Deposits** | | |
| Opening Balance | 2,84,41,540.00 | | Kuber Gas Tech | | 34,000.00 |
| Add: Additions during the year | 1,64,65,000.00 | | | | |
| | 4,49,06,540.00 | | **SUNDRY DEBTORS** | | |
| Less: Expenditure towards Maintenance | 40,25,000.00 | 4,08,81,540.00 | Excel Engineering Services | 1,75,000.00 | |
| | | | Mohammad Ansari | 50,000.00 | |
| **SINKING FUND** | | | Shree Laxmi Electricals | 2,447.00 | 2,27,447.00 |
| Opening Balance | 1,05,37,600.00 | | | | |
| Add: Additions during the year | 47,10,900.00 | 1,52,48,500.00 | Advances To Staff | | 15,000.00 |
| | | | | | |
| **CURRENT LIABILITIES** | | | **Balance with Revenue Authorities** | | |
| **DEPOSITS** | | | Tax Deducted at Source (AY 21-22) | 1,83,723.41 | |
| Security Deposit-Rental | 16,80,000.00 | | GST Refundable | 29,01,974.00 | |
| Security Deposit-Repairs | 3,20,000.00 | | GST Input | 3,06,006.32 | 33,91,703.73 |
| Mathias Construction Pvt. Ltd. | 18,37,317.22 | 38,37,317.22 | | | |
| | | | **Bank And Cash Balances :** | | |
| **SUNDRY CREDITORS** | | | Savings Bank Account | | |
| APS Water Industries | 1,350.00 | | Canara Bank | 6,49,613.00 | |
| Thunder Force Security | 1,12,196.29 | 1,13,546.29 | HDFC Bank | 9,84,755.44 | 16,34,368.44 |
| | | | Accrued Interest on FD | | |
| **PROVISIONS** | | | HDFC Bank | 2,31,719.90 | |
| TDS Payable | 3,411.00 | | Fixed Deposit | | |
| Finalisation Fees Payable | 10,000.00 | | Canara Bank | 1,83,83,380.18 | |
| Return Filing Fees Payable | 10,000.00 | 23,411.00 | HDFC Bank | 3,78,13,287.32 | 5,64,28,387.40 |
| | | | | | |
| | | | Cash-in-hand | | 21,961.00 |
| **TOTAL** | | **6,17,81,439.57** | **TOTAL** | | **6,17,81,439.57** |

TRUE COPY

ANNEXURE-R-19

MATHIAS

20th October, 2021.

To,
Mr. Prakash G. Agrawal,
Flat No. A6, Ganga Sagar Apartments, Canal Road,
83-84, Ramdaspeth, Shankar Nagar S.O,
Nagpur – Maharashtra. 440 010

**ALLOTMENT LETTER**

Dear Mr. Prakash G. Agrawal,

We thank you for booking Apartment No.703 on the 7th floor in Building 'La Gomera' admeasuring about 175 square meters of super built-up-area in the project known as "Mathias Ocean Park" Sector I constructed in the property bearing Survey No. 249/1-A (part) of Village Taleigao at Dona Paula Plateau, Taluka Tiswadi-Goa, for a total consideration of Rs.1,31,25,000/- (Rupees One Crore Thirty One Lakhs Twenty Five Thousand Only) out of which a sum of Rs. 1,00,000/- (Rupees One Lakh Only) has been paid at the time of booking of the flat and a sum of Rs.1,30,25,000/- (Rupees One Crore Thirty Lakhs Twenty Five Thousand Only) is due and payable.

The outgoings in respect of the said flat are hereto below for your kind reference:

| Sr. Nos. | Mathias Ocean Park – 703 La Gomera | Amounts |
|---|---|---|
| 1. | Maintenance Charges Rs. 2,000/- Per Sq. Mt in favour of **'Mathias Ocean Park Association'** | Rs. 3,50,000/- |
| 2. | Sinking Fund Rs. 500/- Per Sq.mt in favour of **'Mathias Ocean Park Association'** | Rs. 87,500/- |
| 3. | Infrastructure Tax @ Rs. 600/- per Sq. Mtr. in favour of **'Mathias Construction Pvt. Ltd'** | Rs. 1,05,000/- |
| 4. | G.E.D & WD Charges in favour of **'Mathias Construction Pvt. Ltd'** | Rs. 30,000/- |
| 5. | Documentation Legal Charges | Rs. 30,000/- |
| | **Grand Total** | **Rs. 6,02,500/-** |

The above offer is valid for a period of 30 days from this day within which time frame the entire transaction is required to be completed.

Thanking you.
Yours faithfully,
For Mathias Construction Pvt. Ltd.

(Julian Mathias)
Joint Managing Director

MATHIAS CONSTRUCTION PVT. LTD. PANAJI-GOA

**MATHIAS CONSTRUCTION PVT. LTD.**

**"MATHIAS HOUSE"**

Campal, Panaji - Goa. 403 001. Tel.: +91 0832 2425454
W : www.mathiasgoa.com E : mathias@mathiasgoa.com
CIN : U45201GA1[illegible]PTC001685

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**ANNEXURE-R-20**

# Mathias Ocean Park Owner Association

First Floor of the Club House, Mathias Ocean Park

Opp. NIO Colony, Dona Paula – Goa

Minutes of the 4th Committee Meeting of the term 2021 – 23 of "Mathias Ocean Park Association" held at 6.30 P.M on 15th January 2022 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa. 403 004

Members present were as follows

- Mr. Joe Mathias - President
- Dr. Eugene Rent - Secretary
- Mrs. Nadiya Rayani - Treasurer
- Mr. Prashant Chopra - Member
- Dr. Peter Rodrigues - Member
- Mrs. Lata Mishra - Member
- Mr. Sadique Shaikh - Member
- Mr. Carmo Baretto - Member
- Mr. Prince Arora - Member
- Mr. Julian Mathias
- Mr. Badami
- Mr. Rahul Chauan - Estate Manager

Subsequent to welcoming the members the meeting proceeded with the points on the Agenda.

**1. Solar Systems.**

The solar systems of the terrace have been badly damaged during the recent cyclone and the cost of repair will far

outweigh the benefit. Since it is an expensive to maintain and the facilities will serve only the 6th and 7th floor the committee decided to review the cost benefit status of the facility. Mr Badami was asked to get in touch with the firm that had installed the system to see whether the system could be put to use. Any debris from the damaged water heaters is to be cleared when the waterproofing work is undertaken.

**2. Fencing beyond the ten meter road**

The fencing of our society beyond the ten meter road separating us from 2nd phase is a temporary one and dogs constantly breach the perimeter. The committee also pointed out that it can be a security hazard. However in view of future work that will have to be undertaken for phase II with movement of trucks Mr. Mathias refused to undertake any permanent solution and instructed Mr. Badami to look into it and put new aluminum sheets. The secretary and Mr. Barretto suggested that we put a temporary metal fence since this current one is neither safe nor aesthetic. Mr. Mathias however said that the same cannot be undertaken in view of work expected during following phases. It was hence concluded that only temporary aluminum sheet fencing would be done and gaps will be assessed on 18th January 2022.

3. **Marking of Parking**

It was resolved that parking will be marked in the common area at an angle rather than parallel parking as it would be easier to remove cars, it increases the number of parking slots and it helps in regularization of parking where one car will not block two slots. Residents will be urged to park within the marked lines. Adequate care will be taken to see that residents who have paid parking will not get blocked by cars parked within the marked lines. Committee agreed to have provision of a few slots for visitors parking in the ten

metre road parking area. Also exclusive areas will be marked for parking of scooters.

**4. Collection of maintenance dues**

It was pointed out that during collection of maintenance at the time of occupation the amount collected has not been the same. That is some residents have paid a higher maintenance amount and some lower. It was resolved that when collecting subsequent amount the interest on the amount already collected would be calculated proportionately that is with a benefit to those who have paid a higher amount. Mr. Mathias said he would be sending a letter to this effect. The committee also agreed that time frame for collection of dues from residents is to be discussed in the coming AGM

**5. Power Supply**

There have been lot of complaints regarding power tripping on a regular basis and a number of residents are having electrical issues. Mr. Mathias instructed Mr. Sadiq to look into the issue and set it right on an emergency basis. It was also decided to look into the issues with lifts in corvo building and the generator related issues. It was decided that the battery of the generator set should be assessed and if required to be changed. Committee member sadiq agreed to coordinate with the estate manager and look into the above issues. The committee agreed to undertake an electrical audit from an external agency to assess the situation.

6. **Leakage Issues**

Mr. Mathias has agreed to look into the leakage issues and has issued a contract to Mr. Nazir to repair and maintain the buildings waterproofing which will include terrace and roof waterproofing, chejars, parapets and leakages from the windows in common areas. The work will have a 12 year

warranty. It will not include repair of damages caused by civil work by owners within their apartments.
The committee pointed out that damages caused by residents to the flat is because of improper instructions and regulations by the sales and marketing team of Mathias constructions and that the buyers should have been instructed that they cannot undertake such work in the flat. Mr. Mathias said he will speak to his team and see that it does not repeat this in the future. To this the committee pointed out that the damage has already been done.
The committee members added that since leakage is a major issue and the committee does not have the power or ability to address it all calls regarding the same would be directed to the promotor / builder.

**7. Sewage treatment plant**

Mathias constructions has agreed to undertake complete renovation of the sewage treatment plant and a list of work undertaken has been attached. They however wanted to shift the sewage treatment plant from its current location to a new location between the gas bank and cross within the garden. The committee members firmly objected to this. Mr. Mathias hence said he would earmark a new location for the same and would seek committee's approval.

**8. Facility Management**

It was resolved that although we have to pay just 250rs per apartment per month for outsourcing the facility management of the complex, it will not be done in view of objections raised by the current residents. Chauhan will continue being in charge and taking care of facility management.

**9. Society formation**

The Secretary has agreed to actively pursue formation of the society and Julian provided the required contacts for the same.

**10. Breeches in contract rules**

The committee pointed out that there are lot of air-conditioners being installed outside the apartments which is not permitted and Mr. Mathias asked us to send him the list of flats and his team will speak to the residents to shift them within the flat. The committee has resolved that anyone breaking rules will get a letter from the committee regarding the same and will have to pay a predetermined fine and a copy of the letter would be put on the notice board and shared with the rest of the residents.
If residents break the rules set for the betterment of the society the estate manager would request them to follow the rules and inform the committee. If this is to no avail then the security would intervene. For residents who continue to break rules the committee members will have to step in.

**11. Security issues**

Due to issues with the GST that thunderforce is having we have resolved to change our security to another provider. Quotes for the same from various security agencies were welcomed. Following this discussions were undertaken with thunderbird and we have decided to proceed with them as our security agency. They would be providing 4 day and 3 night guards at a price of Rs 1,60,000 including GST

**12. Water Supply**

The second water supply connection has come and the committee said that the promoter has to fund the connection. Mr. Mathias stated that he would only pay for the first connection and all subsequent connections will have to be funded by the society despite the fact the the first connection does not supply enough water to cater to all the apartments.

**13. Insurance**

It was discussed that we have to take insurance for the property against fire and other natural calamities. This however needs further detailed evaluation followed by quotations for the same.

**14. Shifting of classes to the clubhouse**

It has been noted that classes being conducted on the clubhouse terrace for children in the afternoon in various disciplines like gymnastics and dance is disturbing occupants of boa vista and grand caneria. It was hence resolved that the same would be shifted to the first floor hall.

**15. CCTV**

It was resolved that an evaluation of the CCTV facilities within the complex would be done and required steps would be taken to repair / augment the available security system.

**16. Adda gate management**

It was resolved that the quote given for gate management at Mathias Ocean park by Adda is too expensive and we will not be employing their services.

**17. Additional Estate Manager**

It was resolved that we should get a second estate manager because it is very difficult for one person to manage so many calls. A senior person with some experience in managing a large society would be advisable.

**18. Resignation of the president**

Mr. Mathias submitted his resignation letter as president of the ocean park committee with his thanks to the residents and current committee members.

As there were no other points for discussion, the meeting ended at 7.30 PM with a vote of thanks by the secretary.

For Mathias Ocean Park Association

Joe Mathias,
Chairman

TRUE COPY



ANNEXURE-R-21

**Prakash Agrawal**

**From:** Joe Mathias <mathias@mathiasgoa.com>
**Sent:** 19 January 2022 13:12
**To:** 111 Kripa Desai; Jaideep Fernandes; rahulgulati77@yahoo.co.in; prashantnchopra@gmail.com; Adv Filipe borges; Dr Maria Borges; Flocy Camelo; Pradeep & Anju Khanna; akanu20000@gmail.com; info@agrawalgroupgoa.com; Chandrakumar; prabha.chandran@gmail.com; Bhupinder Khalsa; Kevin Rodrigues; sameer.ghali77@gmail.com; 171 Premnath Iyer; arupbose1@gmail.com; 211 Azores B Tamal Raha; SK Naik; belmira_paula@yahoo.co.in; vibhashk53 @gmail.com; Percy D; ninafaria204@gmail.com; arun.malik72@gmail.com; 231 Azores B Osswin D'Costa; Aliasagar Icecreamwala; Yuvraj Shirodkar; 241 Kisan Pal & Rita Siwach; Pillai Prashant Tulsidharan; dray@nio.org; its_vic217@hotmail.com; Gopa Kumar OP & Dali; cynthiadias19@gmail.com; veena43jain@gmail.com; Louella DSouza; 262 Jeffrey Agnelo Melagrus Gracias; Budhrao Patankar; Abhijeet Srinivas Shirsekar; chintamansamant@yahoo.co.in; 311 Flores A Sanjay Kulkarni; Agostinho Rebello; Chiara Da Costa; Udesh Fatarpekar; mesha87@gmail.com; desaishreyash7@gmail.com; 331 Flores A Yogesh V Nadkarni; jack barretto; anita.a.fernandes31@gmail.com; Nazareth Sayana & Neil Soares; caridadepereiracp@gmail.com; 351 Flores A Mahesh Kumar Yadav; surendrakhot@gmail.com; vince.rodrigues@responsivemts.com; kevalmashelkar@gmail.com; riaz.asif300@gmail.com; 411 Flores B Jayant & Kavita & Beena Bhatia; Mark Joaquim Fernandes; shilpasamant11@gmail.com; Dattatraya K Patil; silvaa@rediffmail.com; dn.nk135@gmail.com; Aashish Surendra Kamath; Anu Richa Sondhi; Richa Sondhi; Vijay Jain; Stephen Fernandes /Stephanie Fernandes; seeyaneesa99@rediffmail.com; Nitin Naik Bombi & Sons; Aulio Elinio Colaco /Luis Anand Colaco; Prince Arora; Abhay Dalvi; Noel Mendes; satishmistry456@ymail.com; vpikale77@gmail.com; CA Vinesh Pikale; drleela chavan; sameervolvoicar@gmail.com; guifsands@hotmail.com; Gandharv Singh Chauhan; Shrutin Ulman; neel_pawar@yahoo.com; irvinmjs@gmail.com; brad281 @rediffmail.com; Mr Pascoal Trindade; rishirm@gmail.com; info rliindia; nmnkumar50@gmail.com; vijked@gmail.com; 722 Dattarai Kallapa Patil; Mahesh Dhamapurkar; Pratap Raghuvir Sawant; Swati Verma; Gaurav Kamlakant Naik; dhermendratiwari@gmail.com; rajesh.ks29@gmail.com; vishal walavalkar; Tanvi Nilesh Thanekar; Afzal Khan; Jisa Randir; Rohan Ramesh Badave; cajetonlondon@yahoo.co.uk; graceferns81@gmail.com; info; y2kanilchowdhary@gmail.com; pravitdessai@gmail.com; netravalkar17 @gmail.com; 1414 Martina D Costa; prtimakessarkar@gmail.com; revati@goaelectronics.co.in; Pournima Dhume; Sujal Bandodkar; cruzdias1962 @gmail.com; Areef Sardar; Kundan Kumar; darlyvarghese93@gmail.com; Keith Daniel Dsouza; Joshua Puthran; royale.rrpl@gmail.com; yeshwant.satardekar@sbi.co.in; malikarjun badami; akshaybadami1993 @gmail.com; konnurdattatray@gmail.com; suchitrakonnur@gmail.com; Sandesh Tendolkar; deolia_santosh@yahoo.com; ssg1950@gmail.com; chandni.davda@gmail.com; John Samson; Sundaram Narayanan; melaniedias@gmail.com; satarinosocorro@gmail.com; edwin_dias@yahoo.com; nazioferrao@gmail.com; Dilipkumar Melvani; Assis Cunha; Dhaval Fadadu; prasenjitmazumdar@hotmail.com; Satish Babu; Amavel Pereira; Sweta Vishnu Parab; Nazir Phrioz Rayani & Rayani; Marta Elisa Martis; Trevor Fernandes; prabhakarangoa@gmail.com; Sadique Shaikh; Ritu Chaudhari; vandey12 @rediffmail.com; ravindrannc@yahoo.com; eric fernandes; PETER Rodrigues; sandeepraul@gmail.com; Mahadev Swamy; Vinetha Varghese; Ramsey Braganza; pdewangan@gmail.com; Deepak Sathyan; Raja Melvani; Kishan Shirodkar; mariab@nio.org; y2kanilchoudhary@gmail.com; mamatabadami68@gmail.com;

**To:** jaswantsinha19@gmail.com; sudan@un.org; Reginald Rufus; milind.deolalkar@gmail.com; Wilton Fernandes; Bento Torcato; prabhudeepak32@gmail.com; tusharkothalkar@gmail.com; anshulsinghal@yahoo.com; 1122 Maxie Lewis; veena_dprabhu@yahoo.co.in; drpawanrane@gmail.com; astinc@yahoo.com; akshay_622@gmail.com; Anand Rahul; ashamarykoshy@gmail.com; jagbirsinha@hotmail.com; Nityanand Haldankar; sushant@nio.org; vincent.ramos@tajhotels.com; Deena Ramos; Chandu-Jhoney-Natasha-Franco; eugene rent; Mukesh Arora; annette_monteiro@hotmail.com; Nachiket Karmarkar; Anil Gudinho; S; ashyee80@gmail.com; drmihirchoudhary@gmail.com; Ajayendra Singh; chhayasachdev@hotmail.com; calvin1608@yahoo.com; Ashwin & Nisha George; Maria & Elisha Fernandes; royanalmeida@hotmail.com; preethipednekar@yahoo.co.in; 1221 La Gomera Darryl Pais; Valerina Fernandes; ilango@nio.org; smitajp29@gmail.com; fatimicarvalho@gmail.com; Yogesh Arora; Dr.John Kurian; neetu@nio.org; jerrybraganza12@gmail.com; Alok Sharma; santoshuskaikar; Ashishkumar Chatterjee; sourabhshrivastava2803@gmail.com; Ravinder & Usha Mehta; Vinay Shetty; Carmo Barretto; mavoncolaco@hotmail.com; bhadresh@hotmail.com; Sanil Kumar Valli; gphegde55@gmail.com; augustusgoa@gmail.com; Prakash Agrawal; Mahendra Wani; Satendra Kumar; lucienne@rediffmail.com; rajeshdesai@cipla.com; Zeena Avelina & Chrislyn Ann D'lima; Jaspal; Michael Menezes; 1232 Dr Amar Rohidas Prabhudesai; rajesh.desai@cipla.com; 1237 Satish Kumar; khemraj.varsha@gmail.com; 1242 Indrajit Singh & Hardeep Kaur; Vivek Karekar; 1244 Malcolm Gomes; Narendra Thaly; Mimi Menezes; Dr. Dinesh F Swamy; Sundeep Singapuri; atulmish@gmail.com; ravi ravi; Nisha George; Lata Mishra

**Subject:** Resignation as Chairman & Works Proposed to be executed at Mathias Ocean Park

**Attachments:** LEAKPROOF SOLUTIONS QUOTATION.pdf; STP QUOTATION.pdf

Dear Friends/Members of Mathias Ocean Park Association,

Trust you & your family members are all doing well in the midst of the rise in COVID – 19 cases again.

I am writing this email to let you know that I have resigned from the post of Chairman with effect from 15th January, 2002 due to certain health issues. The email/letter of resignation dated 10/01/2022 addressed to the Executive Committee Members is hereto below for your kind reference.

Also, hereto below for your kind reference is email dated 12/01/2022 that has been addressed to the Executive Committee Members informing them the works proposed to be executed by M/s. Mathias Construction Pvt. Ltd., at Ocean Park at its own cost in the coming days, which is self-explanatory.

I take this opportunity to thank you all for the continued unconditional support & cooperation extended to me at all times.

Warm regards,

Joe Mathias

--------- Forwarded message ---------
From: **Joe Mathias** <mathias@mathiasgoa.com>
Date: Mon, Jan 10, 2022 at 3:44 PM
Subject: Resignation from the post of Chairman of Mathias Ocean Park Association.
To: Carmo Barretto <carmobarretto@hotmail.com>, eugene rent <dr.e.rent@gmail.com>, Jisa Randir <regangold2018@gmail.com>, Lata Mishra <mishralata@gmail.com>, nadia rayani <nadia_jivani2@hotmail.com>, PETER Rodrigues <petriks14@yahoo.co.in>, prashantnchopra@gmail.com <prashantnchopra@gmail.com>, Prince Arora <prince.arora90@gmail.com>, revati@goaelectronics.co.in <revati@goaelectronics.co.in>, Sadique Shaikh <excel_engico@yahoo.com>, Yogesh Arora <yogeez71@yahoo.com>

Dear Executive Committee Members,

It has been a pleasure being the Chairman of Mathias Ocean Park Association over the last 5 years or so and working with you all and the previous Committees has been a wonderful experience.

However, as most of you know I have certain health issues, I have been advised by my doctors to prioritize my health.

Considering, the above, I would like to resign from the post of Chairman and as an Executive Committee member of Mathias Ocean Park Association. I request you to kindly treat this email as my resignation letter and relieve me of my duties with effect from 15th January, 2022. I will be available for consultation on any MOPA matters in case the need arises in the future.

I take this opportunity to convey my best wishes to you all & thank you for all your help, support and cooperation!

Thanking you.

Yours faithfully,

(Joe Mathias)

---------- Forwarded message ---------
From: **Joe Mathias** <mathias@mathiasgoa.com>
Date: Wed, Jan 12, 2022 at 4:48 PM
Subject: WORKS PROPOSED TO BE EXECUTED AT MATHIAS OCEAN PARK.
To: Carmo Barretto <carmobarretto@hotmail.com>, eugene rent <dr.e.rent@gmail.com>, Jisa Randir <regangold2018@gmail.com>, Lata Mishra <mishralata@gmail.com>, nadia rayani <nadia_jivani2@hotmail.com>, PETER Rodrigues <petriks14@yahoo.co.in>, prashantnchopra@gmail.com <prashantnchopra@gmail.com>, Prince Arora <prince.arora90@gmail.com>, revati@goaelectronics.co.in <revati@goaelectronics.co.in>, Sadique Shaikh <excel_engico@yahoo.com>, Yogesh Arora <yogeez71@yahoo.com>

Dear Executive Committee Members,

This has reference to the Developer, M/s. Paramount Buildwell Construction Pvt. Ltd., scope of works which have not been completed satisfactorily, as a result of which M/s. Mathias Construction Pvt. Ltd., (Mathias) has decided to do the needful at our cost and to our satisfaction, in order to prevent our flat owners from having any problems going forward.

The works proposed to be carried out by Mathias are enlisted hereto below:

1. Intercom facility for all the flats, club house, lifts & main gate/security cabin – already provided.

2. Terrace Water proofing of both the residential blocks & club house with **12 years warranty** – as you all know in the last 4 to 5 years many flat owners faced a lot of leakage problems, especially the top floor flats, we have decided to - do the waterproofing works properly. The works will commence sometime this week. The works order has already been issued to Mr. Nazir Rayani (flat No. 101 Boa Vista A) Proprietor of Leakproof Solutions. The detailed quotation/specification is attached hereto for your kind reference.

3. New STP (Sewage Treatment Plant) – as the present STP which is operational is not functioning properly, we have decided to install a new STP for which we are in receipt of the quotation and is attached hereto for your kind reference. The civil works and location for the new STP will be finalized sometime this week.

4. Rectification/Modification of the staircase windows at the terrace level to avoid leakage, which we propose to complete by April, 2022.

5. Squash Court – we have placed order for the same with MICHEZO Sports, Pune in October 2021, but due to COIVD-19 the installation of the same has been delayed. However, the work is in progress and the Vendor has promised us to complete the works by 26/01/2022.

As you may know, due to the cyclone in May 2021 wherein thousands of trees were uprooted and most parts of Goa did not have electricity for about 3 to 4 days, has completely damaged the solar heaters that were installed about 6 years ago on the terraces of the 2 residential blocks. Some solar panels were dislodged due to the gusty winds and some components are still lying scattered on the terrace and cannot be repaired.

Since we are commencing the water proofing works sometime early next week, it is advisable to remove the parts that have remained on the terrace, so as to prevent any future damage or leakage problems.

This is for your kind information.

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
E : mathias@mathiasgoa.com
W : www.mathiasgoa.com

**LEAKPROOF SOLUTIONS**

**AUTHORISED DISTRIBUTOR AND APPLICATOR FOR STP LTD- GOA**

**SHOP NO.1,D MELLO BUILDING,**
**SWATANTRA PATH, GROUND FLOOR,**
**VASCO DA GAMA, GOA -403802**
**MAIL ID:nr_stp@rediffmail.com**
**PH:9370635087/9158675872**
**GST NO:30ATTPR0255L 1ZD**

**DATE: 4/1/22**

**To,**
**MATHAIS CONSTRUCTION PVT. LTD.,**
**PANJIM - GOA**

**SUBJECT: WATERPROOFING WORK AT MATHAIS OCEAN PARK PHASE 1 FOR TERRACE, PARAPETS, CHAJJAS AND WATERTANKS**

Respected Sir,

We are authorized distributors and applicators for STP LTD( PART OF BERGER GP) for 17 years. Also having worked at SIKA INDIA for 3 years as area head of Goa and KARNATAKA, had the experience of handling prestigious projects.

Established in 2006 we have been in waterproofing, repair and restoration business for over a decade now and our long term association with some of the leading business houses in Goa is the reason we have successfully completed prestigious projects some of which are listed below.

- GOA RUNWAY REPAIR FOR DRDO.
- STRUCTURAL COATING FOR 5 BRIDGES IN GOA AT BAGA, VALPOI,AMONA, ST.JECINTO AND DONA PAULA JETTY.
- WATERPROOFING OF 2 BRIDGES IN OLD GOA AND MARCEL.
- MAJOR WATERPROOFING JOBS AT DEFENCE EXPO HELD IN GOA.
- SPECIALISED REPAIRS AND WATERPROOFING WORK AT A.C.G.L - GOA.
- EXPANSION JOINT FILLING WORK FOR A.A.I -GOA RUNWAY.
- MAJOR WATERPROOFING TREATMENT FOR FILTRATION TANKS AT NESTLE INDIA(BICHOLIM AND USGAO)
- ENTIRE WORK RELATED TO WATERPROOFING AND FLOORING FOR ALBYS AGRO LTD. AT SANCOALE AND SANGUEM.
- WATERPROOFING OF BUILDINGS AT VARIOUS GOVERMENT COLLEGES SUCH AS G.I.M -SAQLIM , DEMPO COLLEGE OF SCIENCE-BAMBOLIM, GOVERMENT COLLEGE OF ARTS AND SCIENCE IN MARCEL,QUAPEM,SANCOALE,GOA UNIVERSITY -BAMBOLIM
- MAJOR LEAKAGE REPAIRS AT GOA MEDICAL COLLEGE.
- MEMBRANE APPLICATION FOR NEW ZUARI BRIDGE DECK AND NEWLY COMLETED KHANDEPAR BRIDGE.
- COMPLETE WATERPROOFING WORK AT NEW IFB GOA PLANT.
- EXPANSION JOINT TREATMENT USING SEJ BOARD AT MOPA AIRPORT.
- APRON REPAIR WORK AT DABOLIM AIRPORT FOR A.A.I

If work is awarded to us, We look forward for your trust in our company and we promise you to adhere to the quality standards which are at par with the best in the industry .

**QUOTATION FOR WATERPROOFING TREATMENT AT MATHAIS OCEAN PARK- DONAPAULA SECTOR 1**

Respected sir,

As you are aware that we have been doing waterproofing work at mathais ocean park for the last five years and every year we have been facing some or the other leakage issues. To rectify the same we had a joint inspection with your goodself and your engineering team we found following areas which needs immediate attention.

1. **BLOCK A:(LA PALMA TO GRAND CANARIA)** ONE SIDE IS COMPLETLY WATERPROOFED EXPECT FOR OUTSIDE CHAJJAS WHICH NEED TO BE TAKEN CARE OF. THE OTHER SIDE, WE NEED AROUND **120 ROLLS OF STP SUPERTHERMOLAY MINERAL FINISH** TO COVER THE REMAINING FLOOR AREA.OLD WATERPROOFING WHICH WAS DONE 5 YEARS BACK WE NEED TO POUR HOT BITUMEN 85/25 GRADE ALONG THE JOINTS TO INCREASE THE LIFE OF SHEET. THE TANK TOPS WHICH ARE 7 IN NUMBER( 2 SIDES) WE WOULD BE TAKING CARE

OF ONLY THE JOINTS ( WALL N SLOPING ROOF AREA) 5 R.M. ON EITHER SIDE USING THE SAME STP SUPERTHERMOLAY MF SHEET.SO IN TOTAL AROUND **7 ROLLS** WILL BE REQUIRED.

2.**BLOCK B( AZORES TO CARBO):** BOTH THE SIDES ARE PARTLY WATERPROOFED WITH AROUND 60 TO 65 ROLLS EACH NEEDED TO COMPLETE THE AREAS ON BOTH SIDES**( AROUND 100-120 ROLLS IN TOTAL) .** TANK TOPS THERE ARE SIX WITH 5R.M JOINTS ON EITHER SIDE OF THE TANK TO BE TREATED WITH SUPERTHERMOLAY MF.SO **6 ROLLS IN TOTAL NEEDED**.

NOTE: WE WILL CONCENTRATE ONLY THE JOINT AREAS OF WATERTANK WHICH ARE THE CRITICAL POINTS OF LEAKAGE. THAT IS THE REASON WE MAY REQUIRE APPROXIMATELY 26 ROLLS.

**3 CLUB HOUSE**: WE TREATED THE SAME 5 YEARS BACK. WE WILL POUR HOT BITUMEN ALONG THE JOINTS WHEREVER NEEDED.

**SYSTEM:**

- **PROVIDING AND APPLYING SHALITEX PRIMER: 15 DRUMS X 20LTS**
- **PROVIDING AND APPLYING STPSUPERTHERMOLAY 3MM MINERAL FINISH :250 ROLLS X 10M**
- **HOT BITUMEN: 85/25 GRADE: 250LT X 2 DRUMS**

**TOTAL: RS 9.5 LAKHS (NINE LAKHS FIFTY THOUSAND ONLY)**
**GST: 18% EXTRA**
**MOBILISATION ADVANCE: RS6LAKHS (REST ON COMLETION)**

**JOB WILL CARRY A WARRANTY OF 12 YEARS. WE WILL BE MAKING SURE THAT WE HAVE OUR APPLICATOR AT SITE DURING THREE MONSOONS IN CASE OF ANY EMERGENCY TO BE TAKEN CARE OFF IMMEDIATELY.**

**I HAVE BEEN A RESIDENT OF THIS COMPLEX FOR THE LAST FIVE YEARS AND TREAT IT AS MY FAMILY. I WILL TAKE UTMOST CARE THAT HIGHEST STANDARDS ARE MAINTAINED WHILE EXECUTION OF WORK SO THAT MAJOR LEAKAGE ISSUES ARE RESOLVED.**

Thanking you,

Your faithfully,

*N.RAJAN*

LEAKPROOF SOLUTIONS

**Details of New 240 KLD SBR**
**Sewage Treatment Plant for Ocean Park – Goa**

**Date: 12/01/2022**

**Kind Attention: Mr. Joe Mathias**

**Requirement is for 240 KLD SBR Based STP for 364 Flats / Club House and Restaurant.**

**SBR Derived**
The system of enhanced biological nutrient removal provides for a low capital and operating cost system with improved performance over competing systems. It offers significantly improved reliability in effective removal of nutrients from wastewater and the settle ability of sludge that is produced in the process.

- SBR is an Intermittent Decant Extended Aeration System – providing and effective, low-cost wastewater treatment process.
- Biological oxidation of carbons, nitrification-denitrification, solids settlement and separation of clear effluent take place in a single process reactor.
- The process operates in cycles comprising of intermittent aeration, solids settlement and effluent decanting.

**Design Features:**

- Single tank without any recycle return.
- Simple Robust Design.
- Automated PLC Operation.
- Modular Construction.

**Features of SBR Technology :**

- One tank operation for N ad P removal: no chemical dosing.
- Reduced Capital and Operating Cost.
- Can be retrofitted to existing systems.
- Tanks can be modified as per site condition.
- Elimination of Secondary Clarifier
- Primary Sedimentation and Sludge Digestion not required
- Minimal Operator input
- No Recycle Stream
- Lower sensitivity to sludge bulking
- Plant can be fully underground / partly underground / fully above ground.

## BASIS OF DESIGN & TREATMENT SCHEME

### Basis of Design

The sewage water quantity from domestic sources is considered at maximum 240 KLD in 24 Hrs. The quality of raw sewage is considered as:

**General Quality of Sewage Inlet Characteristics**

| Parameters | Unit | Range |
|---|---|---|
| Nature of Waste | | Sewage |
| Flow | KLD | 240 |
| pH | -- | 6 – 8.5 |
| BOD | mg/l | 200 – 300 |
| COD | mg/l | 350 – 450 |
| TSS | mg/l | 300 – 350 |
| O&G | mg/l | 20 |

**Quality of Treated Water**

| Parameters | Unit | Range |
|---|---|---|
| pH | -- | 7 to 8 |
| BOD | mg/l | ≤ 10 |
| Fecal coliform (MPN/100ml) | | ≤ 100 |
| COD | mg/l | ≤ 50.0 |
| TSS | mg/l | ≤ 10 |
| O&G | mg/l | ≤ 5 |

**Advantages of SBR Over Other Technologies**

- The Plant can be put to Operation on Auto, with a minimum incoming load of 5% of Total capacity.
- SBR based STP's can provide the outlet parameters less than 10 BOD / TSS.
- SBR Plants do not require tube settlers, tube settler media, reactor Media.
- Recycling of the sludge and continuous running of sludge recycling pumps not required.
- Anoxic tank not required. All the above are done in one tank, i.e. SBR Reactor.
- Chemicals aren't required for settling.
- In our SBR Plants for Disinfection of final treated water, the treated water passes through UV, it's also supported with hypo dosing pumps as stand by.
- The Air Blowers in the SBR STP work for 18 hours in 24 hours, as compared to the blowers running for 24x7 hours in the other NON SBR plants, there is a major power cost saving due to this.

**Process Design**

The overall treatment plant unit process is much simpler than a continuous process due to a lack of primary and secondary clarifiers. Coarse and Fine Screens are utilized at the plant inlet to remove large solids. Depending on effluent output – tertiary treatment can be provided as per site requirement.

**System Components**

**Inlet Zone**

Transverse diffusers are provided at the inlet to short-circuiting and provide an even effluent feed. These have nozzle openings at just above floor level to allow discharge of incoming wastewater
directly into the sludge blanket. The nozzles are sized and shaped to allow rapid mixing and rapid dissipation of any temperature differential between the MLSS within the reactor and the wastewater. Either one or two inlets are providing depending on the tank sizing.

**Aerators**

Aeration is provided by submerged diffusers to avoid noise and aerosol drift.

**Decant System**

The Systems incorporate the most advanced Siphon Decant system.

**Sludge Wastage**

Wastage of excess Mixed Liquor Suspended Solids – MLSS is required during normal plant
operation to maintain its concentration in the reactor and therefore F/M Ratio and sludge age within the optimum range. Sludge Wastage is programmed during the aeration cycle by a fixed speed
submersible pump. Waste Activated Sludge (WAS) is relatively stabilized due to higher sludge ages or lower F/M.

**Operating Cycles**

**Cycle under Design Dry Weather Flow (DDWF)**

Design Dry Weather Flow is defined as the maximum inflow rate at which full aeration is provided for the desired degree of biological oxidation. This is normally selected as 3xADWF (average dry weather flow) but can be modified to suit local conditions.
The operating cycle is selected to ensure adequate aeration, settlement and decanting to achieve the required effluent quality. The aeration time is selected to provide the daily input of oxygen to satisfy process oxygen requirements. Settlement and Decanting times are selected to obtain adequate depth of clear settled effluent so that solids are not carried over with the decanted effluent.

Cycle activation is controlled by a programmable logic controller (PLC). All phases of operation within a cycle occur automatically. Cycles are repeated continuously unless interrupted by a power failure, storm cycle activation or by the operator.

**Process Control**

Process control is achieved by adjusting WAS pump rate and/or time, the amount of air supplied and settling time. Control parameters are sludge age, depth of sludge blanket, concentration of ammonia and nitrate in the effluent and sludge settle ability.

**Sludge Age**

The operating MLSS determines the sludge age. The MLSS concentration in SBR reactor can be readily controlled by adjusting the waste activated sludge pump timer.

**Sludge Blanket Level**

The level of the sludge blanket (SBL) should be controlled to ensure that solids are not carried over with the decant effluent. At design conditions there is a minimum SBL that should be maintained. Rising sludge levels due to poor settling indicates a need for adjustment of process cycles or other measures of improving settlement by aeration control.

**Nitrification/Denitrification Balance**

The amount of aeration provided should be adjusted to achieve both nitrification and denitrification. Adequate amounts of oxygen must be supplied for nitrification to occur. High effluent ammonia levels indicate that the oxygen supplied is not adequate for the nitrification reaction. On the other hand over aeration will limit denitrification. A high concentration of nitrate nitrogen in the treated effluent is an indicator of over aeration. With the correct amount of aeration and sufficient carbon within the
incoming wastewater to ensure anoxic conditions during the settlement and decant cycles, effluent with low nitrate concentration is consistently obtained.

Air supply is adjusted by changing the aeration time or blower speed. DO probes can provide details for automated or manual control of air supply.

**Automation**

Operation of the plant is fully automated through a PLC.
All cycles can be set – as required by site and inlet characteristics: this provides a very flexible
process design.

## Advantages of Additional equipment added to the SBR STP Plant

### 1. Dual Media Filter (MOC - MSEP) / Filter Feed Pumps

Dual filters are more efficient than the normal sand media filters in attracting large amount of particles present in water. This happens because of the many filter layers with different levels of pores.

- Removes turbidity and TSS effectively
- High quality output
- High dirt removal capacity
- Filtration rate is high
- Easy operation and Easy to maintain
- Reliable and efficient and Low energy requirement
- Minimal start-up time and Loss of pressure is less

### 2. New Air Diffuser Set :

New set of EPDM diffusers will be installed, for better aeration and for better mixing of MLSS.

### 3. New Decant System :

A new maintenance free decant system will be installed for smooth operation.

### 4. Upgradation of MCC / PLC Panel

New components in the existing MCC Panel will be introduced to cater to the new equipment.

### 5. U.V

UV light, which continues to be a reliable means of disinfection, involves exposing contaminated water to radiation from UV light. The treatment works because UV light penetrates an organism's cell walls and disrupts the cell's genetic material and making reproduction impossible.

The advantages of using UV, rather than chemical disinfection, include:

- Has no known toxic or significant nontoxic by-products
- Has no danger of overdosing
- Removes some organic contaminants
- Has no onsite smell and no smell in the final water product
- Requires very little contact time (seconds versus minutes for chemical disinfection)
- Does not require storage of hazardous material
- Requires minimal space for equipment and contact chamber

### 6. New Hypo Dosing System.

A new Hypo Dosing System will be installed with 2 dosing pumps, 1 working and 1 standby, with a storage tank.

### 7. New Vacuum Pump

A new vacuum pump will be installed as a stand by facility to the existing vacuum decant system.

### 8. Piping Network

The entire piping network in the plant room will be replaced with new pipes

### 9. Advantage of Relocating the SBR Reactor

Pumping of Raw Water from the Raw water collection tank from building 1 and 2 to the new SBR reactor will take less time and energy as compared to the existing SBR tank.

## 10. Advantage of Relocating the Treated water tank.

Pumping of treated water for irrigation / gardening from the new treated water tank will take less time and energy to irrigate as its very close to the garden as compared to the existing tank.

## 11. Advantage of Relocating the Sludge tank and Centrifuge.

After the sludge is dried in the centrifuge, the dead sludge can be used for gardening as manure. Since the Plant is very close to the garden, movement of the dead sludge is much easier.

## 1. MECHANICAL EQUIPMENTS (Aqua Projects and Constructions Pvt. Ltd.)

### A. Bar Screen

| | |
|---|---|
| Quantity | 1.0 Nos. **Existing** |
| Size | (as per site condition) |
| Specifications | Flat: 8 mm/5mm x 25 mm<br>Spacing: 4 mm |
| MOC | MSEP |
| Make | Aqua Projects and Constructions Pvt Ltd Fabricated |

### B. Raw Sewage Transfer Pumps

| | |
|---|---|
| Quantity | 2 Nos. (1 working + 1 standby) **Existing** |
| Type | Non Clog Submersible |
| Particle Size can handle | 45mm |
| Type of Impeller | Open |
| MOC | Body: CI, Impeller: SS |
| Make | Point / Kirloskar /GCL/ Equivalent |

**C. Air Blowers For SBR Reactor**

| | |
|---|---|
| Quantity | 2 Nos. (1 working + 1 standby) **Existing** |
| Type | Twin Lobe Air Blowers ( Both Side Oil) |
| Accessories | Section Filter & Silencer, Pulleys, Belts, Belts Guard, Relief Valve, Motor Slide Rails and Base Frame. |
| Make | Airvak / Everest / Equivalent |

**D. Air Diffusers**

| | |
|---|---|
| Quantity | Lot **NEW** |
| Length of Diffusers mm | 2000 |
| Type | Retainable |
| Membrane MOC | EPDM ( Raubioflex Tubular) |

**E. Vacuum Decant system**

| | |
|---|---|
| Quantity | 1.0 Lot |
| **Vacuum Pumps** | |
| Quantity | 2.0 Nos. ( 1 working x 1 standby)<br>**1 no Existing, (1 New to add)** |
| Make | HBI/ PPI/ Equivalent |

**F. WAS Pumps**

| | |
|---|---|
| Quantity | 1 Nos. **Existing** |
| Particle Size can handle | 45mm |
| Type of Impeller | Open |
| MOC | Body CI, impeller SS |
| Type | Non Clog Submersible |
| Make | Point / Kirloskar /CGL/ Equivalent |

## G. Sludge Handling System 1645

| **Centrifuge** | **Existing** |
|---|---|
| Specifications | 18"STD THREE POINT MS LEGS WITH SPRING SUSPENSION ARRANGEMENT.<br>TOP LOADING & TOP DISCHAGE CENTRIFUGE.<br>WITH BASKET OF 4MM THK OF SS 304. BASKET BOTTOM 10MM M.S BOTTOM SHELL 4MM MS, TOP SHELL 4MM M.S. TOP DISH 2MM WITH LID.<br>WITH RUBBER LINE<br>BASKET SIZE DIA 450MM X 200MM HEIGHT DYNAMICALY BALANCE.<br>MANUAL LID OPENING ARRANGEMENT. |
| Quantity | 1 No. |
| Make | Bharat Process Equipment / AQUA / Equivalent |
| **Sludge Pumps** | **Existing** |
| Quantity | 1 No |
| Particle Size can handle | 45mm |
| Type | Non Clog Submersible |
| Type of impeller | Body CI Impeller SS. |
| Make | Point / Kirloskar /CGL / Equivalent |

## H. Hypo Dosing System

| **HDPE Tank** | **New Tank** |
|---|---|
| Capacity | 50.0 Lit |
| Quantity | 1 No. |
| **Dosing Pumps** | **Old defective NEW** |
| Quantity | 2 Nos. (1 working + 1 standby) |
| Make | SR Metering / Sai Pumps / E Dose / Equivalent |

**I. Dual Media Filter Feed Pumps**

| | |
|---|---|
| Quantity | 2 Nos. (1 working + 1 standby) New added |
| Solid Handling | Clear Water |
| Type | Close type Submersible |
| MOC | Body: CI, Impeller: CI |
| Make | Point / Kirloskar / GCL / Equivalent |

**J. Dual Media Filter.**

| | |
|---|---|
| Quantity (No.) | : 1 No. New added |
| Type | : Down - Flow |
| Material of Construction | : MSEP |
| Make | : Aqua Projects |
| Media | : Quartz, Coarse, Fine Sand. |

**K. UV Sterilizer.**

| | |
|---|---|
| Quantity | 1 No. New Added |
| Make | ALFA UV |
| Power consumption (W) | 220 V 50 Hz |
| Tertiary Disinfection | 60mJ/cm2 (65%UVT) |
| MOC | SS 316L |

**2. Piping & Valve:** 1647

| **Piping** | **New** |
|---|---|
| Quantity | 1.0 Lot (As per requirement) |
| **MOC** | |
| Inlet pipe works | MOC: PVC, Make – Finolex / Equivalent |
| SBR tank influent diffusers | MOC: PVC, Make –Finolex / Equivalent |
| Decant Outlet Droppers | MOC: PVC, Make –Finolex / Equivalent |
| Decant Effluent Discharge Header Pipe work | MOC: PVC, Make –Finolex / Equivalent |
| Air pipe works from air blower | Header Line MOC: MSEP, Make: Tata / Jindal<br>Drop Line MOC: PVC –Finolex / Equivalent<br>Lateral PVC, Make –Finolex / Equivalent |
| WAS discharge pipe work | MOC: PVC, Make – Finolex / Equivalent |
| **Valve** | |
| Quantity | 1.0 Lot (As per requirement) |
| MOC | CI, Make: Floysis / Normax / Equivalent |
| Pumps Headers MOC | PVC |

**3.Electrical & Instrumentation:1648**

| | |
|---|---|
| **Electrical** | 1.0 Lot (As per requirement) New Equipment will be added and modifying the old MCC Panel. |
| MCC CUM PLC PANEL | **SPECIFICATIONS / BILL OF MATERIAL - MCC**<br>Make: MCB/Contactor/Overload Relay/Push Button – L&T Make<br>PLC – RENU Make<br>Power supply – NHP Make<br>Indicating Lamp – IDEAL Make<br>Aux Relay – OMRON Make<br>VIF Meter – RISHABH Make<br>Terminals – Connect well Make<br>Wire Polycab / Finole<br>Panel makes: Powerwise,<br>Sheet steel 1.6/2 mm enclosed, dust & vermin proof, duly powder coated, suitable for indoor application. |
| Electrical material, cable, ladder, Trays etc. | Make: Polycab / Finolex /Equivalent |
| Level Controllers | Float type /Equivalent. |

**Civil Works:**

Civil works will be executed by the Client under our instructions, and to drawings supplied by us. Client's structural consultant will certify the safety of the civil works, prior to commencement of construction. Civil works will be hydro-tested to certify water proof capabilities, before handing over for installation of equipment's

**Battery Limit:**

1649

1. Raw Sewage: From flange at the inlet chamber of Raw sewage collection sump.
2. Treated Sewage: Up to the inlet of Treated water tank.
3. Sludge: Sludge feed line to the Centrifuge.

**Exclusions/Owner scope:**

1. Bypass arrangements to sewer.
2. Piping into the Collection Sump, and out of the STP.
3. Approach to site and storage for equipment's during the process of installation.
4. Continuous electric incoming supply with earthling to STP Panel.
5. Power, lighting and water at site work on 24 hrs basis during the erecting works.
6. All civil works and structural works including waterproofing, plaster, painting, hydro testing, plant room flooring.
7. Laboratory equipment's for analysis.
8. PCB approval.
9. Ladders
10. Ventilation System.
11. Cow dung, seeding during commissioning.
12. Treated water Transfer pumps – Toilet Flashing / Irrigation.

**Clients to Who we have supplied Plants: -**

1650

| Sr. No. | Client's Name | Location | Capacity | Type | Remark |
|---|---|---|---|---|---|
| 1 | S D Engineering Services P Ltd (Volkswagen Showroom, Pune) | Pune | 75 KLD | ETP- SBR | Completed |
| 2 | S D Engineering Services P Ltd (Volkswagen Showroom, Pune) | Pune | 75 KLD | ETP- SBR | Completed |
| 3 | Aquatech Solutions Pvt Ltd | Mahabaleshwar | 4 MLD | STP- SBR | Completed |
| 5 | L&L Builders Residential complex | Goa (Dongorim) | 60 KLD | STP- SBR | Completed |
| 6 | L&L Builders Residential complex | Goa (Telauim) | 50 KLD | STP- SBR | Completed |
| 7 | Timblo Residence Villa. | Goa | 5KLD | STP - Bioclear | Completed |
| 8 | Ocean Park Residency – Paramount build well Pvt. Ltd. | Goa – Dona Paula | 240 KLD | STP –SBR | Completed |
| 9 | Kalangutkar - Oasis de Ashiyana Residential complex. Morjim Goa. | Goa | 45 KLD | STP –SBR | Completed |
| 10 | Empire Village -1 Banastarim Ponda Goa. | Goa | 25 KLD | STP - SBR | Completed |
| 11 | Akar Height at Vasco | Goa | 180 KLD | STP - SBR | Completed |
| 12 | Ginger Hotel Margao | Goa | 25 KLD | STP – SBR | Completed |
| 13 | R.B.S Candiaparcar – Taraangan | Ponda (Goa) | 45 KLD | STP – SBR | Completed |
| 14 | Heritage Florista | Siolim (Goa) | 40 KLD | STP - SBR | Completed |
| 15 | Mr. Ram Daryanani | Bambolim (Goa) | 30 KLD | STP - SBR | Under Construction |
| 16 | Emperor Boulevard | Goa – Bambolim | 30 KLD | STP - SBR | Completed |

| | | | | | |
|---|---|---|---|---|---|
| 17 | Devashri Greens Pinto Ville | Goa – Porvorim | 110 KLD | STP - SBR | Completed |
| 18 | Devashri Greens Phase 1 | Goa – Porvrim | 130 KLD | STP - SBR | Completed |
| 19 | Devashri Greens Phase 2 | Goa – Porvorim | 130 KLD | STP - SBR | Completed |
| 20 | Rajendra Talak | Goa - Ponda | 40 KLD | STP - SBR | Completed |
| 21 | Pereira Holding Pvt Ltd | Benaulim-Goa | 3 KLD | STP - Bioclear | Completed |
| 22 | Kalangutkar Developers Pvt. Ltd. | Soilim-Goa | 2.5 KLD | WTP | Completed |
| 23 | Automobile Corporation Of Goa Ltd. (BBD) | Honda Sattari- Goa | 70 KLD | STP - SBR | Completed |
| 24 | Akar Suburbai | Cuncolim Goa | 40 KLD | STP SBR | Completed |
| 25 | Rajdeep Villas | Socorro-Goa | 12 KLD | STP - SBR | Completed |
| 26 | Oasis de Ashiyana Siolim | Siolim Goa | 12 KLD | Sewage - LiftingStation | Completed |
| 27 | MVR Homes Vasco Goa | Vasco Goa | 335 KLD | STP SBR | Completed |
| 28 | Hotel Grandeur | Anjuna Goa | 20 KLD | STP SBR | Under Construction |
| 29 | Sun N Sand | Condolim Goa | 130 KLD | STP SBR | Completed |
| 30 | Vasudev Vihar | Talegaon Goa | 52 KLD | STP SBR | Under Construction |

**PRICE:**

**COMMERCIAL:**

**TOTAL COST OF THE PLANT:**

**PRICE:**

Pre Tax: **13,61,430/-**
9% SGST: **1,22,529/-**
9% CGST: **1,22,529/-**
Total Price With Tax: **16,06,487/-**
**Sixteen Lakhs, Six Thousand, Four Hundred and Eighty Seven Rupees Only.**

**Note: 1**
**Area Required for Plant: 15mts Length x 6mts Width x 3.5mts Depth (3mts above for Plant Room.)**
**Detail Drawing will be Issued against PO and Advance.**

**Note 2**

1. **Re – Routing of Raw water Pipe line to the New SBR Tank is in Client Scope.**
2. **Treated water Transfer Pumps in Client scope.**
3. **Overflow Pipes from the Tanks to the Raw water Tank is in Client Scope.**

**PROCESS GAURANTEE & DEFECT LIABILITY PERIOD:**

1. **Warranty is only for the NEW Equipment, 18 months from the date of supply or 12 months from the day of commissioning.**

**PAYMENT TERMS:**

1. 90% Advance against PO. (This Payment is required for making available all the equipment at site on / Before Shut down.)
2. 5% Against supply of Material at site.
3. 5% against Installation and commissioning.

**CORRESPONDENCE ADDRESS:**

Aqua Projects and Constructions Pvt. Ltd.
L and L Florida Gardens,
Flat No: - C1-F5, Vanelim, Colva.Salcette, Goa
Telephone: 9923330877 / 9765330877
Email: miguel.aquaproject@gmail.com

Hope you will find the above in order and as per your requirements

Yours Sincerely,
For, Aqua Projects and Constructions Pvt. Ltd

**Miguel Ismael Barretto**
**MD**



TRUE COPY

prakashagrawal@msn.com

ANNEXURE-A-22

**From:** Joe Mathias <mathias@mathiasgoa.com>
**Sent:** 09 February 2022 17:27
**To:** Prakash Agrawal
**Cc:** 1232 Dr Amar Rohidas Prabhudesai; 1237 Satish Kumar; Dr.John Kurian; edwin_dias@yahoo.com; eugene rent; jerrybraganza12@gmail.com; nadia rayani; PETER Rodrigues; Sadique Shaikh; Yogesh Arora; zara tazeen
**Subject:** Details of Mathias Ocean Park Association
**Attachments:** MOPA_FY 2015-16_FINAL ACCOUNTS.pdf; MOPA_FY 2019-20_FINAL ACCOUNTS.pdf; MOPA_FY 2016-17_FINAL ACCOUNTS.pdf; MOPA_FY 2018-19 _FINAL ACCOUNTS.pdf; MOPA_FY 2017-18_FINAL ACCOUNTS.pdf; MOPA FUND POSITION AS ON 03-02-2022.pdf; MOPA PROVISIONAL AS ON 31-03-2021 & 31-12-2021.rar; MINUTES_EC MEETING_14 December 2019.pdf; MINUTES_EC MEETING_20 March 2021.pdf; MINUTES_EC MEETING_23 Jan 2021.pdf; MINUTES_EC MEETING_10 Nov 2018.pdf; MINUTES_EC MEETING_17 Feb 2019.pdf; MINUTES_EC MEETING_23 June 2019.pdf; MINUTES_EC MEETING_30 May 2020.pdf; MINUTES_EC MEETING_31 July 2021.pdf; MINUTES_EC MEETING_9 May 2017.pdf; MINUTES_EC MEETING_07 Sept 2019.pdf; MINUTES_EC MEETING_10 July 2021.pdf; MINUTES_AGM_5 JAN 2019.pdf; MINUTES_AGM_18 MAY 2018.pdf; MINUTES_AGM_ 15 AUGUST 2021.pdf

Dear Mr Agrawal,

Hope all is well with you.

This is with reference to your letter dated 2nd February, 2022 addressed to the Estate Manager requesting for certain details of Mathias Ocean Park Association. The letter was forwarded to me by the Executive Committee since the Estate Manager is not in a position to provide all these details as he joined just 2 months ago. The details requested are attached below.

**1. Copies of the audited accounts from inception**
Audited accounts from FY15-16 upto FY19-20 are attached. The accounts of FY20-21 are provisional.

**2. Copies of Minutes of the AGM since inception**
Attached

**3. Copies of Minutes of the EC since inception**
Minutes of the meetings prior to the AGM held Aug 2021 are attached. Please contact Rahul, Estate Manager for the minutes of meetings post August 2021.

**4. Details of the registration of the RWA with competent authority**
The Association has not been registered as of now.

**5. Details of deposits held of the members under various heads by the society**
The MOPA fund position statement is attached.

**6. Copies of agreements pertaining to club house lease with Norbert's**

Attached in the next email.

If you require any further clarifications please let me know.

Warm Regards,
Joe Mathias

# MATHIAS OCEAN PARK ASSOCIATION

## ANNUAL ACCOUNTS
## F.Y. 2019-20

*****

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2020

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P. A. NO. : AAABM2412L

ASST. YEAR. : 2020 - 2021

| | | ₹ | ₹ |
|---|---|---|---|
| I. | **INCOME FROM HOUSE PROPERTY :** | | |
| | Rent received | 1,50,000 | |
| | Less: 30% Repairs Allowance | 45,000 | |
| | | 1,05,000 | |
| | Add: Set off with income from business | 1,05,000 | NIL |
| II. | **INCOME FROM BUSINESS :** | | |
| | Excess of Income over Expenditure as per Income and Expenditure Account | 1,09,955 | |
| | Add: Income tax Paid | 20,662 | |
| | | 1,30,617 | |
| | Less: Income considered separately | | |
| | Rental Income 1,50,000 | | |
| | Bank Interest 24,73,494 | 26,23,494 | |
| | | (24,92,877) | |
| | Add: Set off with Income from House Property | 1,05,000 | |
| | Add: Set off with income from other Sources | 23,87,877 | NIL |
| II. | **INCOME FROM OTHER SOURCES:** | | |
| | Bank Interest received | 24,73,494 | |
| | Less: Business Loss Set off | 23,87,877 | 85,617 |
| | GROSS TOTAL INCOME ..... | | 85,617 |
| | **Less: DEDUCTIONS UNDER CHAPTER VI A :** | | NIL |
| | NET TOTAL INCOME ..... | | 85,617 |
| | ROUNDED UP TO ..... | | 85,620 |

NOTES:

| | | |
|---|---|---|
| 1 | Tax on above | Nil |
| 2 | Tax deducted at source | 2,38,856 |
| 3 | **Balance tax Refundable** | **2,38,856** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2020

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 15,55,105.03 | | Deposits | | |
| Add: Excess of Income over Expenditure | 1,09,954.84 | 16,65,060.87 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 1,83,32,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 1,01,09,540.00 | 2,84,41,540.00 | Canara Bank | 4,01,716.00 | |
| | | | HDFC Bank | 23,81,682.34 | |
| **SINKING FUND** | | | Accrued Interest on FD | | |
| Opening Balance | 80,23,500.00 | | HDFC Bank | 2,21,798.00 | |
| Add: Additions during the year | 25,14,100.00 | 1,05,37,600.00 | Fixed Deposit | | |
| | | | Canara Bank | 1,26,94,325.73 | |
| **CURRENT LIABILITIES** | | | HDFC Bank | 2,44,53,871.20 | 4,01,53,393.27 |
| Security Deposit | 16,80,000.00 | | | | |
| GST Payable | 51,750.00 | | Tax Deducted at Source | | |
| thias Constrcution Pvt. Ltd. | 11,62,942.00 | 28,94,692.00 | Income tax Refund Due | 1,61,170.00 | |
| | | | Canara Bank | 75,123.90 | |
| | | | HDFC Bank | 1,63,731.70 | 4,00,025.60 |
| | | | GST Refundable | | 29,51,474.00 |
| TOTAL | | 4,35,38,892.87 | TOTAL | | 4,35,38,892.87 |

For MATHIAS OCEAN PARK ASSOCIATION

Chairman Secretary Treasurer

Place : Panaji
Date : 9th January, 2021

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2020

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 4,74,385.00 | By Rental Income | 1,50,000.00 |
| " Administrative Expenses | 90,443.00 | " Guest House Income | 1,19,360.00 |
| " Security Charges | 2,84,299.00 | " Bank Interest - SB | |
| | | Canara Bank | 15,649.00 |
| " Water Charges | 4,61,757.00 | HDFC Bank | 69,289.00 |
| " Electricity Charges | 1,01,077.00 | " Bank Interest - FD | |
| | | Canara Bank | 7,51,239.00 |
| " Wages | 4,31,951.00 | HDFC Bank | 16,37,317.00 |
| " Repairs and Maint. - Genset | 18,320.00 | | |
| " Repairs and Maint. - Others | 2,94,291.00 | | |
| " Repairs and Maint. - Electicals | 2,05,177.00 | | |
| " Bank Charges | 191.16 | | |
| " Miscellanious Expenses | 2,50,346.00 | | |
| " Income tax Paid | 20,662.00 | | |
| " Excess of Income over Expenditure | 1,09,954.84 | | |
| TOTAL | 27,42,854.00 | TOTAL | 27,42,854.00 |

For MATHIAS OCEAN PARK ASSOCIATION

Chairman Secretary Treasurer

Place : Panaji
Date : 9th January, 2021

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2020

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 191.16 |
| Canara Bank SB | 2,22,144.00 | | " TDS on Canara Bank FD | | 75,123.90 |
| HDFC Bank SB | 8,05,531.48 | | " TDS on HDFC Bank FD | | 1,63,731.70 |
| Accrued Interest HDFC Bank | 6,03,219.20 | | " Mathias Construction Private Limited | | 57,92,366.58 |
| Canara Bank - FD | 96,68,210.63 | | " Administrative Expenses | | 64,100.00 |
| HDFC Bank - FD | 1,95,96,307.30 | 3,08,95,412.61 | " Wages | | 40,000.00 |
| | | | " Closing Balance | | |
| " Maintenance Fund | | 1,01,09,540.00 | Canara Bank SB | 4,01,716.00 | |
| nking Fund | | 25,14,100.00 | HDFC Bank SB | 23,81,682.34 | |
| " Canara Bank Interest - SB | | 15,649.00 | Accrued Interest HDFC Bank | 2,21,798.00 | |
| " HDFC Interest - SB | | 69,269.00 | Canara Bank - FD | 1,26,94,325.73 | |
| " Canara Bank Interest - FD | | 7,51,239.00 | HDFC Bank - FD | 2,44,53,871.20 | 4,01,53,393.27 |
| " HDFC Bank Interest - FD | | 16,37,317.00 | | | |
| " Rental Income | | 1,50,000.00 | | | |
| " Guest House Income | | 1,19,360.00 | | | |
| " GST Collected on Rent | | 27,000.00 | | | |
| TOTAL | | 4,62,88,906.61 | TOTAL | | 4,62,88,906.61 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 9th January, 2021

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2019-20

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2019 | 96,68,210.63 | | 1,95,96,307.30 | 2,92,64,517.93 |
| Add: Op. Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| Add: FD made during the year | 23,50,000.00 | | 64,60,000.00 | 88,10,000.00 |
| | 1,20,18,210.63 | | 2,66,59,526.50 | 3,86,77,737.13 |
| Less: Matured and Withdrawn | - | | 34,57,442.60 | 34,57,442.60 |
| | 1,20,18,210.63 | | 2,32,02,083.90 | 3,52,20,294.53 |
| Add: Interest earned during the year | 7,51,239.00 | | 16,37,317.00 | 23,88,556.00 |
| | 1,27,69,449.63 | | 2,48,39,400.90 | 3,76,08,850.53 |
| Add: Cl.Accrued Interest | - | | 2,21,798.00 | 2,21,798.00 |
| Add: Rounding off Diff | - | | | |
| Less: TDS for the year | 75,123.90 | | 1,63,731.70 | 2,38,855.60 |
| **Closing Fixed Deposit as on 31.03.2020** | **1,26,94,325.73** | | **2,44,53,871.20** | **3,71,48,196.93** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2020

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| Total Interest as per Cerificate received from Bank | | | | |
| Interast Earned for the year | 7,51,239.00 | | 14,15,519.00 | 21,66,758.00 |
| Accrued as on 31.03.2020 | | | 2,21,798.00 | 2,21,798.00 |
| | 7,51,239.00 | | 16,37,317.00 | 23,88,556.00 |
| Less: TDS | 75,124.00 | | 1,63,732.00 | 2,38,856.00 |
| | 6,76,115.00 | | 14,73,585.00 | 21,49,700.00 |
| Add: Opening Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| | **6,76,115.00** | | **20,76,804.20** | **27,52,919.20** |
| Less : Interest received on withdrawal of FD | 6,76,115.00 | | 25,902.20 | 7,02,017.20 |
| | - | | 20,50,902.00 | |
| Less: FD renewed and Interest credited FD | - | | 18,29,104.00 | 18,29,104.00 |
| Accrued Interest (Gross) | - | | 2,21,798.00 | 2,21,798.00 |
| | - | | - | - |
| | - | | 2,21,798.00 | 2,21,798.00 |
| Add: Rounding Diff | - | | - | - |
| **Accrued Interest as on 31.03.2020** | **-** | | **2,21,798.00** | **2,21,798.00** |

# 1662

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2017

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2017-2018

CIRCLE :

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure as per Income and Expenditure Account | 5,11,587 | |
| | Add: Income tax Paid | - | |
| | | 5,11,587 | |
| | Less: Income considered separately | 5,11,587 | - |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | | 5,11,587 |
| | GROSS TOTAL INCOME ..... | | 5,11,587 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,11,587 |
| | ROUNDED UP TO ..... | | 5,11,590 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 27,318 | |
| | Add: Edu Cess | 820 | |
| | | 28,138 | 28,138 |
| 2 | Tax deducted at source | | 48,915 |
| 3 | **Balance tax refundable** | | **20,777** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2017

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 7,904.25 | | Deposits | | |
| Add: Excess of Income over expenditure | 5,11,586.93 | 5,19,491.18 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 10,94,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 76,72,000.00 | 87,66,000.00 | Canara Bank | 8,41,412.00 | |
| | | | HDFC Bank | 1,30,848.00 | |
| **SINKING FUND** | | | Fixed Deposit | | |
| Opening Balance | 5,47,000.00 | | Canara Bank | 77,71,454.00 | |
| Add: Additions during the year | 37,83,500.00 | 43,30,500.00 | HDFC Bank | 43,92,000.00 | 1,31,35,714.00 |
| **CURRENT LIABILITIES** | | | Tax Deducted at Source | | |
| Joe Mathias | | 5,000.00 | Canara Bank | 42,475.00 | |
| | | | HDFC Bank | 6,440.00 | 48,915.00 |
| | | | Accrued interest on FD | | |
| | | | Canara Bank | 3,44,398.18 | |
| | | | HDFC Bank | 57,964.00 | 4,02,362.18 |
| TOTAL | | 1,36,20,991.18 | TOTAL | | 1,36,20,991.18 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman | Secretary | Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2017

| EXPENDITURE | AMOUNT (₹) | INCOME | AMOUNT (₹) |
|---|---|---|---|
| To Bank Charges | 819.00 | By Bank Interest - SB | |
| | | Canara Bank | 20,404.00 |
| " Excess of Income over Expenditure | 5,11,586.93 | HDFC Bank | 2,848.00 |
| | | " Bank Interest - FD | |
| | | Canara Bank | 4,24,749.93 |
| | | HDFC Bank | 64,404.00 |
| TOTAL | 5,12,405.93 | TOTAL | 5,12,405.93 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2017

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 819.00 |
| Canara Bank SB | 1,93,827.00 | | " TDS on Canara Bank FD | | 4,209.00 |
| HDFC Bank SB | - | | " Kuber Gas Tech | | 34,000.00 |
| Canara Bank - FD | 14,52,500.00 | | | | |
| HDFC Bank - FD | - | 16,46,327.00 | | | |
| | | | " Closing Balance | | |
| " Maintenance Fund | | 76,72,000.00 | Canara Bank SB | 8,41,412.00 | |
| " Sinking Fund | | 37,83,500.00 | HDFC Bank SB | 1,30,848.00 | |
| " Canara Bank Interest - SB | | 20,404.00 | Canara Bank - FD | 77,71,454.00 | |
| " HDFC Interest - SB | | 2,848.00 | HDFC Bank - FD | 43,92,000.00 | 1,31,35,714.00 |
| " Canara Bank Interest - FD | | 49,663.00 | | | |
| TOTAL | | 1,31,74,742.00 | TOTAL | | 1,31,74,742.00 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

SCHEDULE I : MAINTENACE DEPOSIT :

| SR. NO. | NAME | BUILD. NO. | FLAT NO. | AMOUNT (Rs.) |
|---|---|---|---|---|
| 1 | Mahesh Yadav | | | 1,23,000.00 |
| 2 | Ashwin Mendonca | | | 1,38,000.00 |
| 3 | C.S.I. E Secure | | | 1,23,000.00 |
| 4 | C.S.I. E Secure | | | 1,23,000.00 |
| 5 | Hardeep Kaur | | | 1,65,000.00 |
| 6 | Luciena Radhika Viegas | | | 1,34,000.00 |
| 7 | Mumtaz Begum | | | 1,23,000.00 |
| 8 | Amar Prabhudesai | | | 1,65,000.00 |
| 9 | Sudha Shah | | | 1,23,000.00 |
| 10 | Tamal Raha | | | 90,000.00 |
| 11 | Shrikrishna Pokle | | | 1,75,000.00 |
| 12 | Cezar Menezes | | | 1,75,000.00 |
| 13 | Dr. Maria Menezes | | | 1,75,000.00 |
| 14 | Satish Kumar Gupta | | | 1,75,000.00 |
| 15 | Ravinder Mehta | | | 1,75,000.00 |
| 16 | Dr. Edward Borges | | | 1,23,000.00 |
| 17 | Dr. Edward Borges | | | 1,23,000.00 |
| 18 | Nirav Pathak | | | 1,23,000.00 |
| 19 | Noel Mendes | | | 1,23,000.00 |
| 20 | Premnath Iyer | | | 1,23,000.00 |
| 21 | Alok Mani Sharma | | | 1,75,000.00 |
| 22 | Osswin D'costa | | | 1,23,000.00 |
| 23 | Sanjay Kulkarni | | | 90,000.00 |
| 24 | Yogesh Nadkarni | | | 1,23,000.00 |
| 25 | Kishan Pal Siwach | | | 1,23,000.00 |
| 26 | Nazareth D. Soares | | | 1,23,000.00 |
| 27 | Anu Sondhi | | | 1,23,000.00 |
| 28 | Joaquim Baretto | | | 1,23,000.00 |
| 29 | Valerina Fernandes | | | 1,75,000.00 |
| 30 | Ashwin & Nisha George | | | 1,34,000.00 |
| 31 | Kripa Desai/Keyur Desai | | | 90,000.00 |
| 32 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 33 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 34 | Albertina T. Rodrigues | | | 1,23,000.00 |
| 35 | Karita T. Soares | | | 1,23,000.00 |
| 36 | Karita T. Soares | | | 1,23,000.00 |
| 37 | Karita T. Soares | | | 1,23,000.00 |
| 38 | Karita T. Soares | | | 1,23,000.00 |
| 39 | Sundeep Singapuri | | | 1,75,000.00 |
| 40 | Dattatraya Patil | | | 1,23,000.00 |
| 41 | Mousami Singh/Jaspal Singh | | | 1,75,000.00 |
| 42 | O. P. Gopakumar | | | 1,23,000.00 |
| 43 | Pradip K. Rodrigues | | | 1,23,000.00 |
| 44 | Zeena D'Lima | | | 1,65,000.00 |
| 45 | Darryl M. Pais | | | 1,65,000.00 |
| 46 | Pratap Sawant | | | 1,23,000.00 |
| 47 | Pratap Sawant | | | 1,23,000.00 |
| 48 | Beena Bhatia | | | 90,000.00 |
| 49 | Vijay Patil Vaishali Patil | | | 1,23,000.00 |
| 50 | Vinod Ghodawat | | | 1,23,000.00 |
| 51 | Maxie Lewis | | | 1,38,000.00 |
| 52 | Pradeep Khanna | | | 1,23,000.00 |
| 53 | Nazir Rayani/Nadia Rayani | | | 2,10,000.00 |
| 54 | Pascoal Trinidade | | | 1,23,000.00 |
| 55 | Mahesh Dhamapurkar | | | 1,23,000.00 |
| 56 | Mahesh Dhamapurkar | | | 1,23,000.00 |
| 57 | Bento Torcato | | | 1,05,000.00 |
| 58 | Jeffrey Gracias | | | 1,23,000.00 |
| 59 | Malcolm Gomes | | | 1,75,000.00 |
| 60 | Martina D'Costa | | | 1,75,000.00 |
| 61 | Sergio Carvalho | | | 1,65,000.00 |
| 62 | Riva Anthony Trinidade | | | 1,23,000.00 |
| 63 | Riva Anthony Trinidade | | | 1,23,000.00 |
| 64 | Poornima S. Dhume | | | 1,23,000.00 |
| 65 | Anita Fernandes | | | 1,23,000.00 |
| | TOTAL | | | 87,66,000.00 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE II : SINKING FUND :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 Mahesh Yadav | 61,500.00 |
| 2 Ashwin Mendonca | 69,000.00 |
| 3 C.S.I. E Secure | 61,500.00 |
| 4 C.S.I. E Secure | 61,500.00 |
| 5 Hardeep Kaur | 82,500.00 |
| 6 Luciena R Viegas | 67,000.00 |
| 7 Mumtaz Begum | 61,500.00 |
| 8 Amar Prabhudesai | 82,500.00 |
| 9 Sudha Shah | 61,500.00 |
| 10 Tamal Raha | 45,000.00 |
| 11 Shrikrishna Pokle | 87,500.00 |
| 12 Cezar Menezes | 87,500.00 |
| 13 Dr. Maria Menezes | 87,500.00 |
| 14 Satish Kumar Gupta | 87,500.00 |
| 15 Ravinder Mehta | 87,500.00 |
| 16 Dr. Edward Borges | 61,500.00 |
| 17 Dr. Edward Borges | 61,500.00 |
| 18 Nirav Pathak | 61,500.00 |
| 19 Noel Mendes | 61,500.00 |
| 20 Premnath Iyer | 61,500.00 |
| 21 Alok Mani Sharma | 87,500.00 |
| 22 Osswin D'costa | 61,500.00 |
| 23 Sanjay Kulkarni | 45,000.00 |
| 24 Yogesh Nadkarni | 61,500.00 |
| 25 Kishan Pal Siwach | 61,500.00 |
| 26 Nazareth D. Soares | 61,500.00 |
| 27 Anu Sondhi | 61,500.00 |
| 28 Joaquim Baretto | 61,500.00 |
| 29 Valerina Fernandes | 87,500.00 |
| 30 Ashwin & Nisha George | 67,000.00 |
| 31 Kripa Desai/Keyur Desai | 45,000.00 |
| 32 Albertina T. Rodrigues | 61,500.00 |
| 33 Albertina T. Rodrigues | 61,500.00 |
| 34 Albertina T. Rodrigues | 61,500.00 |
| 35 Karita T. Soares | 61,500.00 |
| 36 Karita T. Soares | 61,500.00 |
| 37 Karita T. Soares | 61,500.00 |
| 38 Karita T. Soares | 61,500.00 |
| 39 Sundeep Singapuri | 87,500.00 |
| 40 Dattatraya Patil | 61,500.00 |
| 41 Mousami Singh/Jaspal Singh | 87,500.00 |
| 42 O. P. Gopakumar | 61,500.00 |
| 43 Pradip K. Rodrigues | 61,500.00 |
| 44 Zeena D'Lima | 82,500.00 |
| 45 Darryl M. Pais | 82,500.00 |
| 46 Pratap Sawant | 61,500.00 |
| 47 Pratap Sawant | 61,500.00 |
| 48 Beena Bhatia | 45,000.00 |
| 49 Vijay Patil Vaishali Patil | 61,500.00 |
| 50 Vinod Ghodawat | 61,500.00 |
| 51 Maxie Lewis | 69,000.00 |
| 52 Pradeep Khanna | 61,500.00 |

| | | |
|---|---|---|
| 53 | Nazir Rayani/Nadia Rayani | 52,500.00 |
| 54 | Pascoal Trinidade | 61,500.00 |
| 55 | Mahesh Dhamapurkar | 61,500.00 |
| 56 | Mahesh Dhamapurkar | 61,500.00 |
| 57 | Bento Tercato | 52,500.00 |
| 58 | Jeffrey Gracias | 61,500.00 |
| 59 | Malcolm Gomes | 87,500.00 |
| 60 | Martina D'Costa | 87,500.00 |
| 61 | Sergio Carvalho | 82,500.00 |
| 62 | Riva Anthony Trinidade | 61,500.00 |
| 63 | Riva Anthony Trinidade | 61,500.00 |
| 64 | Poornima S. Dhume | 61,500.00 |
| 65 | Anita Fernandes | 61,500.00 |
| | **TOTAL** | **43,30,500.00** |

## STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2019

NAME : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS : B.O.I.

P. A. NO. : AAABM2412L

ASST. YEAR : 2019-2020

| | | ₹ | ₹ |
|---|---|---|---|
| I. | **INCOME FROM BUSINESS :** | | |
| | Excess of Income over Expenditure | | |
| | as per Income and Expenditure Account | 5,14,855 | |
| | Add: Income tax Paid | 22,948 | |
| | | 5,37,803 | |
| | Less: Income considered separately | | |
| | Interest on IT Refund | 5,801 | |
| | Bank Interest | 18,56,597 | 18,62,398 |
| | | | (13,24,595) |
| | Add: Set off with income from other Sources | | 13,24,595 NIL |
| II. | **INCOME FROM OTHER SOURCES:** | | |
| | Bank Interest received | 18,56,597 | |
| | Interest on IT Refund | 5,801 | |
| | | 18,62,398 | |
| | Less: Business Loss Set off | 13,24,595 | 5,37,803 |
| | GROSS TOTAL INCOME ..... | | 5,37,803 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,37,803 |
| | ROUNDED UP TO ..... | | 5,37,800 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 20,060 | |
| | Add: Edu Cess | 602 | 20,662 |
| 2 | Tax deducted at source | | 1,81,832 |
| 3 | **Balance tax Refundable** | | **1,61,170** |

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2019

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 10,40,250.62 | | Deposits | | |
| Add: Excess of Income over Expenditure | 5,14,855.41 | 15,55,106.03 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances | | |
| Opening Balance | 1,59,30,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 24,02,000.00 | 1,83,32,000.00 | Canara Bank | 2,22,144.00 | |
| | | | HDFC Bank | 8,05,531.48 | |
| **SINKING FUND** | | | Fixed Deposit | | |
| Opening Balance | 72,43,000.00 | | Canara Bank | 96,68,210.63 | |
| Add: Additions during the year | 7,80,500.00 | 80,23,500.00 | HDFC Bank | 1,95,96,307.30 | 3,02,92,193.41 |
| **CURRENT LIABILITIES** | | | Tax Deducted at Source | | |
| Security Deposit | 16,80,000.00 | | Canara Bank | 57,817.00 | |
| Mathias Constrcution Pvt. Ltd. | 15,20,638.58 | 32,00,638.58 | HDFC Bank | 1,24,015.00 | 1,81,832.00 |
| | | | Accrued Interest on FD | | |
| | | | Canara Bank | | |
| | | | HDFC Bank | 6,03,219.20 | 6,03,219.20 |
| TOTAL | | 3,11,11,244.61 | TOTAL | | 3,11,11,244.61 |

For MATHIAS OCEAN PARK ASSOCIATION

Chairman Secretary Treasurer

Place : Panaji
Date : 24th August, 2019

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2019

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 3,98,592 | By Rental Income | 1,62,250.00 |
| " Administrative Expenses | 1,02,234 | " Bank Interest - SB | |
| | | Canara Bank | 10,086.00 |
| " Security Charges | 2,33,646 | HDFC Bank | 28,186.30 |
| " Water Charges | 2,76,455 | " Bank Interest - FD | |
| | | Canara Bank | 5,78,174.69 |
| " Electricity Charges | 81,199 | HDFC Bank | 12,40,150.00 |
| " Wages | 2,26,727 | " Interest on IT Refund | 5,801.00 |
| " Repairs and Maint. - Genset | 23,187 | " Reimbusement of Expenses | 34,080.00 |
| " Repairs and Maint. - STP | 1,48,674 | | |
| " Repairs and Maint. - Electicals | 29,924 | | |
| " Bank Charges | 286.00 | | |
| " Income tax Paid | 22,948.00 | | |
| " Excess of Income over Expenditure | 5,14,855.41 | | |
| TOTAL | 20,58,727.99 | TOTAL | 20,58,727.99 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 24th August, 2019

Chairman Secretary Treasurer

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| HDFC BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 3,01,992.50 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 123000 | |
| | Edwin dias | 246000 | |
| | Anuj Agarwal | 123000 | |
| | Suresh Naik | 330000 | |
| | Jitendra Lalchandani | 123000 | |
| | Sashank K Lotlikar | 138000 | |
| | Agostinho Rebello | 90000 | |
| | Jimmy Braganza | 180000 | |
| | Vivek V. Karekar | 330000 | |
| | Padmaja Rane | 123000 | |
| | John Kurian | 350000 | |
| | Kundan kumar | 246000 | |
| | | | **24,02,000.00** |
| Bb | Security Deposit | | |
| | Nobert Fitness Studio (MCPL) | | **180000** |
| Bc | Rent Income: | | |
| | | | |
| | Nobert Fitness Studio (MCPL) Six M | **88500** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Nobert Fitness Studio (MCPL) | **14750** | |
| | Guest House Income | **2985** | |
| | Guest House Income | **8955** | |
| | Savier O Coutinho | 22140 | |
| | | | 1,96,330.00 |
| Bd | Other Income | | |
| | Interest on SB a/c | **28186.3** | |
| | Redemption of FD | 361832.8 | 3,90,019.10 |
| | | | |
| | | | |
| C | Total Income (A+Ba+Bb+Bc+Bd) | | 34,70,341.60 |
| D | Less | | |
| | Transfer to Fixed Deposit | 1790000 | |
| | Bank Charges | **226** | |
| | Paid to MCPL | 874584.1 | 26,64,810.12 |
| E | Balance as per bank on 31.03.2019 | | **8,05,531.48** |

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| HDFC BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 3,01,992.50 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 123000 | |
| | Edwin dias | 246000 | |
| | Anuj Agarwal | 123000 | |
| | Suresh Naik | 330000 | |
| | Jitendra Lalchandani | 123000 | |
| | | | |
| | | | 9,45,000.00 |
| Bb | Rent Income: | | |
| | Nobert Fitness Studio (MCPL) | 180000 | |
| | | | |
| | | | 1,80,000.00 |
| Bc | Other Income | | |
| | Interest on SB a/c | 8352.3 | |
| | Redemption of FD | 361832.8 | 3,70,185.10 |
| C | Total Income (A+Ba+Bb+Bc) | | 17,97,177.60 |
| D | Less | | |
| | Transfer to Fixed Deposit | 290000 | |
| | Bank Charges | 226 | |
| | Paid to MCPL | 874584.1 | 11,64,810.12 |
| E | Balance as per bank on 30.09.2018 | | 6,32,367.48 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2019

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 286.00 |
| Canara Bank SB | 1,59,868.00 | | " TDS on Canara Bank FD | | 57,817.00 |
| HDFC Bank SB | 3,01,992.50 | | " TDS on HDFC Bank FD | | 1,24,015.00 |
| Accrued Interest CANARA Bank | 2,60,917.94 | | " Mathias Construction Private Limited | | 8,74,584.12 |
| Accrued Interest HDFC Bank | 5,68,343.00 | | | | |
| Canara Bank - FD | 80,36,935.00 | | " Closing Balance | | |
| HDFC Bank - FD | 1,70,86,881.30 | 2,64,14,737.74 | Canara Bank SB | 2,22,144.00 | |
| " Maintenance Fund | | 24,02,000.00 | HDFC Bank SB | 8,05,531.48 | |
| " nking Fund | | 7,80,500.00 | Accrued Interest HDFC Bank | 6,03,219.20 | |
| " Canara Bank Interest - SB | | 10,086.00 | Canara Bank - FD | 96,68,210.63 | |
| " HDFC Interest - SB | | 28,186.30 | HDFC Bank - FD | 1,95,96,307.30 | 3,08,95,412.61 |
| " Security Deposit | | 1,80,000.00 | | | |
| " Canara Bank Interest - FD | | 5,78,174.69 | | | |
| " HDFC Bank Interest - FD | | 12,40,150.00 | | | |
| " Income tax Refund | | 1,16,149.00 | | | |
| " Interest on Income tax Refund | | 5,801.00 | | | |
| " Rental Income | | 1,62,250.00 | | | |
| " Reimbusement of Expenses | | 34,080.00 | | | |
| TOTAL | | 3,19,52,114.73 | TOTAL | | 3,19,52,114.73 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 24th August, 2019

Chairman Secretary Treasurer

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 1,59,668.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 61500 | |
| | Edwin dias | 61500 | |
| | Anuj Agarwal | 61500 | |
| | Suresh Naik | 82500 | |
| | Jitendra Lalchandani | 61500 | |
| | Sashank K Lotlikar | 69000 | |
| | Agostinho Rebello | 45000 | |
| | Jimmy Braganza | 45000 | |
| | Vivek V. Karekar | 82500 | |
| | Padmaja Rane | 61500 | |
| | Kundan Kumar | 61500 | |
| | John Kurian | 87500 | |
| | | | 7,80,500.00 |
| Bb | Other Income | | |
| | Interest on SB a/c | 10086 | |
| | Income Tax Refund | 121950 | 1,32,036.00 |
| C | Total Income (A+Ba+Bb) | | 10,72,204.00 |
| D | Less | | |
| | Bank Charges | 60 | |
| | Trf to FIXED DEPOSIT | 850000 | 8,50,060.00 |
| E | Balance as per bank on 31.03.2019 | | **2,22,144.00** |

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2018 | | 1,59,668.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Valentine D'souza | 61500 | |
| | Edwin dias | 61500 | |
| | Anuj Agarwal | 61500 | |
| | Suresh Naik | 82500 | |
| | Jitendra Lalchandani | 61500 | |
| | | | |
| | | | 3,28,500.00 |
| Bb | Other Income | | |
| | Interest on SB a/c | 2872 | 2,872.00 |
| C | Total Income (A+Ba+Bb) | | 4,91,040.00 |
| D | Less | | |
| | Bank Charges | 24 | |
| | Trf to FIXED DEPOSIT | 150000 | 1,50,024.00 |
| E | Balance as per bank on 30.09.2018 | | 3,41,016.00 |

| MATHIAS OCEAN PARK ASSOCIATION | | | |
|---|---|---|---|
| CANARA BANK | | | |
| Sr. No. | Particulars | | Amount |
| A | Balance as on 01st April 2019 | | 2,22,144.00 |
| B | Add: | | |
| Ba | Amount Recd. From Members | | |
| | Eugene Rent | 87500 | |
| | Samir Volvoicar | 61500 | |
| | Cruz Rosario Dias | 61500 | |
| | Mavon L.V. Colaco | 82500 | |
| | Sadiq M Shaikh | | |
| | Shreyash Dessai | | |
| | Shreyash Dessai | | |
| | Vijay Jain | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 2,93,000.00 |
| Bb | Other Income | | |
| | Interest on SB a/c | 1386 | |
| | Income Tax Refund | 0 | 1,386.00 |
| C | Total Income (A+Ba+Bb) | | 5,16,530.00 |
| | | | |
| D | Less | | |
| | Bank Charges | 0 | |
| | Trf to FIXED DEPOSIT | 0 | - |
| E | Balance as per bank on 09.05.2019 | | 5,16,530.00 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2018-19

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2018 | 80,36,935.00 | | 1,70,86,881.30 | 2,51,23,816.30 |
| Add: Op. Accrued Interest | 2,60,917.40 | | 5,68,343.00 | 8,29,260.40 |
| Add: FD made during the year | 8,50,000.00 | | 17,90,000.00 | 26,40,000.00 |
| | 91,47,852.40 | | 1,94,45,224.30 | 2,85,93,076.70 |
| Less: Matured and Withdrawn | - | | 3,61,832.80 | 3,61,832.80 |
| | 91,47,852.40 | | 1,90,83,391.50 | 2,82,31,243.90 |
| Add: Interest earned during the year | 5,78,168.00 | | 12,40,150.00 | 18,18,318.00 |
| | 97,26,020.40 | | 2,03,23,541.50 | 3,00,49,561.90 |
| Add: Cl.Accrued Interest | - | | 6,03,219.20 | 6,03,219.20 |
| Add: Rounding off Diff | 7.23 | | | |
| s: TDS for the year | 57,817.00 | | 1,24,015.00 | 1,81,832.00 |
| **sing Fixed Deposit as on 31.03.2019** | **96,68,210.63** | | **1,95,96,307.30** | **2,92,64,510.70** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2019

| PARTICULARS | CANARA BANK | | HDFC BANK | | TOTAL |
|---|---|---|---|---|---|
| **Total Interest as per Cerificate received from Bank** | | | | | |
| Interast Earned for the year | | 5,78,168.00 | | 10,50,329.00 | 16,28,497.00 |
| Accrued as on 31.03.2019 | | | | 1,89,821.00 | 1,89,821.00 |
| | | 5,78,168.00 | | 12,40,150.00 | 18,18,318.00 |
| Less: TDS | | 57,817.00 | | 1,24,015.00 | 1,81,832.00 |
| | | 5,20,351.00 | | 11,16,135.00 | 16,36,486.00 |
| Add: Opening Accrued Interest | | 2,60,917.40 | | 5,68,343.00 | 8,29,260.40 |
| | | **7,81,268.40** | | **16,84,478.00** | **24,65,746.40** |
| Less : Interest received on withdrawal of FD | | - | | 21,832.80 | 21,832.80 |
| | | | | 16,62,645.20 | |
| Less: FD renewed and Interest credited FD | | | | | |
| Various FDS | 7,81,268.40 | | - | | |
| 50300184788258/2 | - | | 31,438.00 | | |
| 50300186098217/2 | - | | 19,765.50 | | |
| 50300189553304/2 | - | | 45,765.50 | | |
| 300192774894/2 | - | | 80,267.30 | | |
| 300193972998/2 | - | | 96,321.60 | | |
| 0194250127/2 | - | | 81,103.90 | | |
| 50300198461083/2 | - | | 47,390.00 | | |
| 50300203204832/2 | - | | 47,390.80 | | |
| 50300204773093/2 | - | | 27,035.10 | | |
| 50300205319688/2 | - | | 63,187.30 | | |
| 50300206600045/2 | - | | 38,336.80 | | |
| 50300207927769/2 | - | | 5,683.60 | | |
| 50300212874135/1 | - | | 66,373.90 | | |
| 50300215979389/1 | - | | 38,358.80 | | |
| 50300222850059/1 | - | | 84,887.30 | | |
| 50300233552930/1 | - | | 84,576.10 | | |
| 50300236818889/1 | - | | 1,37,800.80 | | |
| 50300242214561/1 | - | | 63,743.70 | | |
| | | 7,81,268.40 | | 10,59,426.00 | 18,40,694.40 |
| Accurued Interest (Gross) | | - | | 6,03,219.20 | 6,03,219.20 |
| | | - | | - | - |
| | | - | | 6,03,219.20 | 6,03,219.20 |
| Add: Rounding Diff | | - | | - | - |
| **Accrued Interest as on 31.03.2019** | | - | | **6,03,219.20** | **6,03,219.20** |

# STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2018

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2018-2019

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure | | |
| | as per Income and Expenditure Account | 5,20,759 | |
| | Add: Income tax Paid | 28,138 | |
| | | 5,48,897 | |
| | Less: Income considered separately | | |
| | Interest on IT Refund 833 | | |
| | Bank Interest 5,48,064 | 5,48,897 | NIL |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | 5,48,064 | |
| | Interest on IT Refund | 833 | 5,48,897 |
| | GROSS TOTAL INCOME ..... | | 5,48,897 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 5,48,897 |
| | ROUNDED UP TO ..... | | 5,48,900 |

NOTES:

| | | | |
|---|---|---|---|
| 1 | Tax on above | 22,280 | |
| | Add: Edu Cess | 668 | 22,948 |
| 2 | Tax deducted at source | | 1,39,097 |
| 3 | **Balance tax Refundable** | | **1,16,149** |

Chairman

## A.Y. 2018-2019

**Name** : MATHIAS OCEAN PARK ASSOCIATION

**Address** : SURVEY NO 249/1-A,
OPP N.I.O. RESIDENTIAL QUARTERS,,
DONA PAULA - 403 004

**Previous Year** : 2017-2018
**PAN** : AAABM 2412 L
**Ward/Circle** : WARD 1(1), PANAJI
**Status** : BOI
**D. O. F.** : 15-Dec-2015

**Statement of Income**

| | | Rs. | Rs. | Rs. |
|---|---|---|---|---|
| ■ **Profits and gains of Business or Profession** | | | | |
| *Business-1* | | | | |
| Net Profit Before Tax as per P & L a/c | | | 5,20,756 | |
| Add: Inadmissible expenses & Income not included | | | | |
| Other additions | 1 | | 28,138 | |
| | | | 5,48,894 | |
| Less: Deductible expenditure & income to be excluded | | | | |
| Incomes considered separately | 2 | | 5,48,894 | |
| *Adjusted Profit of Business-1* | | | 0 | |
| ■ **Income from other sources** | | | | |
| Bank Interest | 3 | | 5,48,064 | |
| Interest income | | | | |
| Interest on IT Refund | | | 833 | |
| *Taxable Interest* | | | 833 | |
| *Income chargeable under the head "other sources"* | | | | 5,48,897 |
| ■ **Total Income** | | | | 5,48,897 |
| Total income rounded off u/s 288A | | | | 5,48,900 |
| *Tax on total income* | | | | 22,280 |
| Add: Education cess | | | | 668 |
| Tax with cess | | | | 22,948 |
| Net Tax | | | | 22,948 |
| TDS | 4 | | 1,39,097 | |
| Total prepaid taxes | | | | 1,39,097 |
| ■ **Refund Due** | | | | 1,16,150 |

**Schedule 1**

| *Description* | Amount |
|---|---|
| Others | |
| Income tax Paid | 28,138 |
| *Total* | 28,138 |

**Schedule 2**

| | Amount |
|---|---|
| *Income considered under other heads* | |
| Bank Interest | 5,48,894 |
| *Grand total* | 5,48,894 |

**Schedule 3**

**Bank Interest**

| *Name of the Bank* | Interest |
|---|---|
| Bank Interest | 5,48,064 |

**Schedule 4**

*TDS as per Form 16A*

| Deductor, TAN & Certificate No. | TDS deducted | TDS claimed in current year | Gross Receipts as per 26AS |
|---|---|---|---|
| Canara Bank. Panaji Branch, TAN- BLRC04519E | 50,843 | 50,843 | 5,08,436 |
| Hdfc Bank Limited, TAN- MUMH03189E | 88,254 | 88,254 | 8,82,542 |
| *Total* | 1,39,097 | 1,39,097 | 13,90,978 |

*Bank A/c for Refund: CANARA BANK 0308101045697 IFSC: CNRB0000308*

For MATHIAS OCEAN PARK ASSOCIATION

Date : 23-Jul-2018

Place : DONA PAULA

Authorised Signatory

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2018

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | 5,19,491.18 | | Deposits | | |
| Add: Excess of Income over expenditure | 5,20,759.44 | 10,40,250.62 | Kuber Gas Tech | | 34,000.00 |
| **MAINTENANCE DEPOSIT** | | | Bank Balances : | | |
| Opening Balance | 87,66,000.00 | | Savings Bank Account | | |
| Add: Additions during the year | 71,64,000.00 | 1,59,30,000.00 | Canara Bank | 1,59,668.00 | |
| | | | HDFC Bank | 3,01,992.50 | |
| **SINKING FUND** | | | Fixed Deposit | | |
| Opening Balance | 43,30,500.00 | | Canara Bank | 80,36,935.00 | |
| Add: Additions during the year | 29,12,500.00 | 72,43,000.00 | HDFC Bank | 1,70,86,881.30 | 2,55,85,476.80 |
| **CURRENT LIABILITIES** | | | Tax Deducted at Source | | |
| Security Deposit | 15,00,000.00 | | Canara Bank | 50,843.00 | |
| Mathias Constrcution Pvt. Ltd. | 8,74,584.12 | 23,74,584.12 | HDFC Bank | 88,254.20 | 1,39,097.20 |
| | | | Accrued Interest on FD | | |
| | | | Canara Bank | 2,60,917.74 | |
| | | | HDFC Bank | 5,68,343.00 | 8,29,260.74 |
| **TOTAL** | | **2,65,87,834.74** | **TOTAL** | | **2,65,87,834.74** |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 20th July, 2018

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2018

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To AMC Charges (Lifts) | 2,70,556 | By Bank Interest - SB | |
| | | Canara Bank | 15,238.00 |
| " Security Charges | 1,18,382 | HDFC Bank | 18,117.00 |
| " Water Charges | 1,35,210 | " Bank Interest - FD | |
| | | Canara Bank | 5,08,435.56 |
| " Electricity Charges | 71,984 | HDFC Bank | 8,82,542.00 |
| " Wages | 1,87,855 | " Interest on IT Refund | 833.00 |
| " Repairs and Maint. - Genset | 10,833 | | |
| " Repairs and Maint. - STP | 60,663 | | |
| " Repairs and Maint. - Electicals | 19,101 | | |
| " Bank Charges | 244.00 | | |
| " Printing and stationery | 1,440.00 | | |
| " Income tax Paid | 28,138.00 | | |
| " Excess of Income over Expenditure | 5,20,759.44 | | |
| TOTAL | 14,25,165.56 | TOTAL | 14,25,165.56 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date : 20th July, 2018

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2018

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To **Opening Balance** | | | By Bank Charges | | 244.00 |
| Canara Bank SB | 8,41,412.00 | | " TDS on Canara Bank FD | | 50,843.00 |
| HDFC Bank SB | 1,30,848.00 | | " TDS on HDFC Bank FD | | 88,254.20 |
| Accrued Interest CANARA Bank | 3,44,398.18 | | " Printing and stationery | | 1,440.00 |
| Accrued Interest HDFC Bank | 57,964.00 | | " Joe Mathias | | 5,000.00 |
| Canara Bank - FD | 77,71,454.00 | | | | |
| HDFC Bank - FD | 43,92,000.00 | 1,35,38,076.18 | " **Closing Balance** | | |
| " Maintenance Fund | | 71,64,000.00 | Canara Bank SB | 1,59,668.00 | |
| " Sinking Fund | | 29,12,500.00 | HDFC Bank SB | 3,01,992.50 | |
| " Canara Bank Interest - SB | | 15,238.00 | Accrued Interest CANARA Bank | 2,60,917.74 | |
| " HDFC Interest - SB | | 18,117.00 | Accrued Interest HDFC Bank | 5,68,343.00 | |
| " Canara Bank Interest - FD | | 5,08,435.56 | Canara Bank - FD | 80,36,935.00 | |
| " HDFC Bank Interest - FD | | 8,82,542.00 | HDFC Bank - FD | 1,70,86,881.30 | 2,64,14,737.54 |
| " Income tax Refund | | 20,780.00 | | | |
| " Interest on Income tax Refund | | 830.00 | | | |
| " Security Deposit received from Norbert | | 15,00,000.00 | | | |
| **TOTAL** | | 2,65,60,518.74 | **TOTAL** | | 2,65,60,518.74 |

For MATHIAS OCEAN PARK ASSOCIATION

Chairman Secretary Treasurer

Place : Panaji
Date :

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## 1. RECONCILIATION OF FIXED DEPOSITS FOR THE FY 2017-18

| PARTICULARS | CANARA BANK | | HDFC BANK | TOTAL |
|---|---|---|---|---|
| FD Op Bal as on 01.04.2017 | 77,71,454.00 | | 43,92,000.00 | 1,21,63,454.00 |
| Add: Op. Accrued Interest | 3,44,398.18 | | 57,964.00 | 4,02,362.18 |
| Add: FD made during the year | 57,46,000.00 | | 1,55,31,000.00 | 2,12,77,000.00 |
| | 1,38,61,852.18 | | 1,99,80,964.00 | 3,38,42,816.18 |
| Less: Matured and Withdrawn with interest during the year | 60,21,592.00 | | 31,20,027.50 | 91,41,619.50 |
| | 78,40,260.18 | | 1,68,60,936.50 | 2,47,01,196.68 |
| Add: Interest earned during the year | 5,08,435.56 | | 8,82,542.00 | 13,90,977.56 |
| | 83,48,695.74 | | 1,77,43,478.50 | 2,60,92,174.24 |
| Less: Accrued Interest | 2,60,917.74 | | 5,68,343.00 | 8,29,260.74 |
| Less: TDS for the year | 50,843.00 | | 88,254.20 | 1,39,097.20 |
| **Closing Fixed Deposit as on 31.03.2018** | **80,36,935.00** | | **1,70,86,881.30** | **2,51,23,816.30** |

## 2. RECONCILATION OF ACCRUED INTEREST AS PER BANK CERTIFICATE AND AS PER BOOKS AS ON 31.03.2018

| PARTICULARS | CANARA BANK | | HDFC BANK | | TOTAL |
|---|---|---|---|---|---|
| Total Interest as per Cerificate received from Bank | | | | | |
| Interast Earned for the year | | 2,18,527.76 | | 7,14,471.00 | 9,32,998.76 |
| Accrued as on 31.03.2018 | | 2,89,907.80 | | 1,68,071.00 | 4,57,978.80 |
| | | 5,08,435.56 | | 8,82,542.00 | 13,90,977.56 |
| Less: Interest Encashed and credited to SB | | | | | |
| 168938855 | - | | 51,119.00 | | |
| 181416482 | - | | 1,02,645.00 | | - |
| 827951 | 66219 | | - | | |
| 185720 | 62943 | | - | | |
| 185643 | 71325 | | - | | |
| 827976 | 14760 | | - | | |
| 186050 | 14231 | | - | | |
| 185834 | 37805 | | - | | |
| 186278 | 67340 | | - | | |
| 186401 | 54430 | | - | | |
| 258919 | 39942 | | - | | |
| 827785 | 18791 | | - | | |
| | 4,47,786.00 | | 1,53,764.00 | | |
| Less: Opening Accrued Interst on above FDS | 3,51,303.20 | 96,482.80 | - | 1,53,764.00 | 2,50,246.80 |
| Less: FD renewed and Interest credited FD | | | | | |
| 184788258 | - | | 29,848.00 | | |
| 186098217 | - | | 19,389.00 | | |
| 189553304 | - | | 48,050.00 | | |
| 827221 | 22,299.23 | | - | | |
| 185918 | 1,388.31 | | - | | |
| 259683 | 17,023.72 | | - | | |
| 259682 | 33,504.71 | | - | | |
| 259836 | 14,635.02 | | - | | |
| 259890 | 9,431.22 | | - | | |
| 260056 | 23,762.75 | 1,22,044.96 | - | 97,287.00 | 2,19,331.96 |
| Accurued Interest (Gross) | | 2,89,907.80 | | 6,31,491.00 | 9,21,398.80 |
| Less: TDS @ 10% | | 28,990.78 | | 63,149.10 | 92,139.88 |
| | | 2,60,917.02 | | 5,68,341.90 | 8,29,258.92 |
| Add: Rounding Diff | | 0.72 | | 1.10 | 1.82 |
| **Accrued Interest as on 31.03.2018** | | **2,60,917.74** | | **5,68,343.00** | **8,29,260.74** |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

Schedule I

SCHEDULE I : MAINTENACE DEPOSIT AND SINKING FUND :

DETAILS OF AMOUNT RECEIVED TOWARDS MAINTENANCE DEPOSIT AND SINKING FUND AS ON 31.03.2018

| Sr. No. | Name of Party | Bldg. | Flat No. | Maintenance | Sinking fund | Total Amount |
|---|---|---|---|---|---|---|
| 1 | Mahesh Kumar Yadav | Flores 'A' | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 2 | Ashwin Mendonsa | Boa Vista 'B' | 301 | 1,38,000 | 69,000 | 2,07,000 |
| 3 | Sudha Shah | Corvo 'B' | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 4 | Tamal Raha | Azores 'B' | 101 | 90,000 | 45,000 | 1,35,000 |
| 5 | Hardeep Kaur | La Palma | 402 | 1,65,000 | 82,500 | 2,47,500 |
| 6 | Amar Prabhudesai | La Palma | 302 | 1,65,000 | 82,500 | 2,47,500 |
| 7 | CSI Esecure | Azores A | 601 | 1,23,000 | 61,500 | 1,84,500 |
| 8 | CSI Esecure | Azores A | 604 | 1,23,000 | 61,500 | 1,84,500 |
| 9 | Anirudh Beneficiary Trust | Azores A | 401 402 | 4,92,000 | 2,46,000 | 7,38,000 |
| 10 | Anurag Beneficiary Trust | Azores A | 403 404 | 4,92,000 | 2,46,000 | 7,38,000 |
| 11 | Shrikrishna Pokle | La Palma | 504 | 1,75,000 | 87,500 | 2,62,500 |
| 12 | Cezar Menezes | La Palma | 601 | 1,75,000 | 87,500 | 2,62,500 |
| 13 | Dr. Maria Menezes | La Palma | 701 | 1,75,000 | 87,500 | 2,62,500 |
| 14 | Satish Kumar Gupta | La Palma | 304 | 1,75,000 | 87,500 | 2,62,500 |
| 15 | Mumtaz Begum | Flores 'A' | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 16 | Luciena Radhika Viegas | La Palma | 102 | 1,34,000 | 67,000 | 2,01,000 |
| 17 | Ravinder Mehta | La Gomera | 502 | 1,75,000 | 87,500 | 2,62,500 |
| 18 | Dr. Edward Borges | Azores A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 19 | Dr. Edward Borges | Azores A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 20 | Nirav Pathak | Corvo B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 21 | Noel Mendes | Flores B | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 22 | Premnath Iyer | Azores A | 701 | 1,23,000 | 61,500 | 1,84,500 |
| 23 | Alok Mani Sharma | La Gomera | 402 | 1,75,000 | 87,500 | 2,62,500 |
| 24 | Osswin D'costa | Azores B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 25 | Sanjay Kulkarni | Flores A | 101 | 90,000 | 45,000 | 1,35,000 |
| 26 | Yogesh Nadkarni | Flores A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 27 | Kishan Pal Siwach | Azores B | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 28 | Nazareth D. Soares | Flores A | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 29 | Anu Sondhi | Flores B | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 30 | Joaquim Baretto | Flores A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 31 | Valerina Fernandes | La Gomera | 202 | 1,75,000 | 87,500 | 2,62,500 |
| 32 | Ashwin & Nisha George | La Gomera | 101 | 1,34,000 | 67,000 | 2,01,000 |
| 33 | Kripa Desai/Keyur Desai | Azores A | 101 | 90,000 | 45,000 | 1,35,000 |
| 34 | Albertina T. Rodrigues | Corvo B | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 35 | Albertina T. Rodrigues | Corvo B | 403 | 1,23,000 | 61,500 | 1,84,500 |
| 36 | Albertina T. Rodrigues | Corvo B | 404 | 1,23,000 | 61,500 | 1,84,500 |
| 37 | Karita T. Soares | Corvo A | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 38 | Karita T. Soares | Corvo A | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 39 | Karita T. Soares | Corvo A | 503 | 1,23,000 | 61,500 | 1,84,500 |
| 40 | Karita T. Soares | Corvo A | 504 | 1,23,000 | 61,500 | 1,84,500 |
| 41 | Sundeep Singapuri | La Palma | 604 | 1,75,000 | 87,500 | 2,62,500 |
| 42 | Dattatraya Patil | Gran Canaria A | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 43 | Mousami Singh/Jaspal Singh | La Palma | 204 | 1,75,000 | 87,500 | 2,62,500 |
| 44 | O. P. Gopakumar | Azores B | 502 | 1,23,000 | 61,500 | 1,84,500 |
| 45 | Pradip Kevin Rodrigues | Azores B | 602 | 1,23,000 | 61,500 | 1,84,500 |
| 46 | Zeena D'Lima | La Palma | 202 | 1,65,000 | 82,500 | 2,47,500 |
| 47 | Darryl M. Pais | La Gomera | 201 | 1,65,000 | 82,500 | 2,47,500 |
| 48 | Pratap Sawant | Gran Canaria A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 49 | Pratap Sawant | Gran Canaria A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 50 | Beena Bhatia | Flores B | 101 | 90,000 | 45,000 | 1,35,000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 51 | Vijay Patil Vaishali Patil | Flores B | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 52 | Vinod Ghodawat | Azores B | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 53 | Maxie Lewis | Boa Vista B | 202 | 1,38,000 | 69,000 | 2,07,000 |
| 54 | Pradeep Khanna | Azores A | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 55 | Nazir Rayani/Nadia Rayani | Boa Vista A | 101 | 2,10,000 | 52,500 | 2,62,500 |
| 56 | Pascoal Trinidade | Corvo B | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 57 | Mahesh Dhamapurkar | Gran Canaria A | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 58 | Mahesh Dhamapurkar | Gran Canaria A | 204 | 1,23,000 | 61,500 | 1,84,500 |
| 59 | Bento Torcato | Boa Vista B | 102 | 1,05,000 | 52,500 | 1,57,500 |
| 60 | Jeffrey Gracias | Azores B | 602 | 1,23,000 | 61,500 | 1,84,500 |
| 61 | Malcolm Gomes | La Palma | 404 | 1,75,000 | 87,500 | 2,62,500 |
| 62 | Martina D'Costa | La Palma | 104 | 1,75,000 | 87,500 | 2,62,500 |
| 63 | Vinay K. Naik | Azores B | 102 | 90,000 | 45,000 | 1,35,000 |
| 64 | Sergio Carvalho | La Gomera | 301 | 1,65,000 | 82,500 | 2,47,500 |
| 65 | Riva Anthony Trinidade | Corvo A | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 66 | Riva Anthony Trinidade | Corvo A | 402 | 1,23,000 | 61,500 | 1,84,500 |
| 67 | Poornima S. Dhume | Gran Canaria A | 104 | 1,23,000 | 61,500 | 1,84,500 |
| 68 | Anita Fernandes | Flores A | 401 | 1,23,000 | 61,500 | 1,84,500 |
| 69 | Jerry Braganza | La Gomera | 401 | 1,65,000 | 82,500 | 2,47,500 |
| 70 | Narendra G. Thaly | La Palma | 501 | 1,75,000 | 87,500 | 2,62,500 |
| 71 | Usha Shah | Corvo A | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 72 | Rakesh Agarwal | Corvo A | 303 | 1,23,000 | 61,500 | 1,84,500 |
| 73 | Filipe Eduardo Borges | Azores A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 74 | Daneila Maria Borges | Azores A | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 75 | Kenneth Fernandes | Corvo B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 76 | Nirav Patak | Corvo B | 302 | 1,23,000 | 61,500 | 1,84,500 |
| 77 | Leonard Fernandes | Corvo B | 203 | 1,23,000 | 61,500 | 1,84,500 |
| 78 | Wilton Fernandes | Boa vista B | 101 | 1,05,000 | 52,500 | 1,57,500 |
| 79 | Vinay G. shetty | La Gomera | 503 | 3,50,000 | 87,500 | 4,37,500 |
| 80 | Zaheer Karmali | La Gomera | 302 | 1,75,000 | 87,500 | 2,62,500 |
| 81 | Namrata Kantak | Boa vista B | 302 | 1,38,000 | 69,000 | 2,07,000 |
| 82 | Jaideep Fernandes | Azores A | 102 | 90,000 | 45,000 | 1,35,000 |
| 83 | Vijay Maniar/Saroj Maniar | Corvo B | 503 | 1,23,000 | 61,500 | 1,84,500 |
| 84 | Nitin H.Mehta | Corvo B | 303 | 1,23,000 | 61,500 | 1,84,500 |
| 85 | Nitin H. Mehta | Corvo B | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 86 | Sulochana Fatarpekar | Flores A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 87 | Gabriel Pereira | Corvo A | 201 | 1,23,000 | 61,500 | 1,84,500 |
| 88 | Linnette Menezes | La Palma | 301 | 1,75,000 | 87,500 | 2,62,500 |
| 89 | Srinivas R. Shinkre | Corvo A | 103 | 1,23,000 | 61,500 | 1,84,500 |
| 90 | Randeep Lather | Corvo B | 102 | 1,80,000 | 45,000 | 2,25,000 |
| 91 | Sharon S. P. D'Silva | Flores B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 92 | Abhay Dalvi | Flores B | 501 | 1,23,000 | 61,500 | 1,84,500 |
| 93 | Rajesh Dessai | La Palma | 303 | 3,30,000 | 82,500 | 4,12,500 |
| 94 | D. Ravi Shankar | La Palma | 705 | 1,75,000 | 87,500 | 2,62,500 |
| 95 | Alvo Hugo Dias | Corvo A | 301 | 1,23,000 | 61,500 | 1,84,500 |
| 96 | Peter Rodrigues | Boa Vista | 302 | 2,76,000 | 69,000 | 3,45,000 |
| 97 | Anil Kumar Choudhary | La Palma | 503 | 3,30,000 | 82,500 | 4,12,500 |
| 98 | Sourabh Shrivastava | La Gomera | 501 | 3,30,000 | 82,500 | 4,12,500 |
| 99 | Nityanand Haldankar | Boa Vista B | 402 | 2,76,000 | 69,000 | 3,45,000 |
| 100 | Alzira Araujo Dias | La Palma | 203 | 3,30,000 | 82,500 | 4,12,500 |
| 101 | Percy Daruwalla | Azores B | 202 | 1,23,000 | 61,500 | 1,84,500 |
| 102 | Savier O Coutinho | Corvo A | 304 | 1,23,000 | 61,500 | 1,84,500 |
| 103 | Pawan Prakash Rane | Boa Vista B | 204 | 2,76,000 | 69,000 | 3,45,000 |
| | **TOTAL** | | | **1,59,30,000** | **72,43,000** | **2,31,73,000** |

**MATHIAS OCEAN PARK ASSOCIATION**

**DETAILS OF AVAIALABLE BALANCES IN BANK ACCOUNTAS ON 03-02-2022**

| | AMOUNT | Rs. |
|---|---|---|
| **SAVING BANK ACCOUNTS** | | |
| HDFC BANK SB | 7,650,124.63 | |
| CANARA BANK SB | 1,282,680.00 | 8,932,804.63 |
| **FIXED DEPOSITS** | | |
| HDFC FD (MAINTANENCE FUND) | 40,817,358.07 | |
| CANARA BANK (SINKING FUND) | 23,324,234.00 | 64,141,592.07 |
| **TOTAL FUNDS AVAILABLE AS ON 31-03-2021** | | 73,074,396.70 |
| **TOTAL FUNDS AVAILABLE** | | **73,074,396.70** |

₹ **Seven Crores Deventy Four Thousand Three Hundred Ninty Six and Paisa Seventy only**

**Place: Panaji Goa**
**Date: 03-02-2022**

# STATEMENT OF INCOME FOR THE YEAR ENDED 31ST MARCH, 2016

NAME. : MATHIAS OCEAN PARK ASSOCIATION

ADDRESS. : SURVEY NO 249/1-A,
OPP: N.I.O. RESIDENTIAL QUARTERS,
DONA PAULA, GOA 403 004

STATUS. : B.O.I.

P . A . NO. : AAABM2412L

ASST. YEAR. : 2016-2017

CIRCLE :

| | | ₹ | ₹ |
|---|---|---|---|
| I. | INCOME FROM BUSINESS : | | |
| | Excess of Income over Expenditure as per Income and Expenditure Account | 7,904 | |
| | Add: Income tax Paid | - | |
| | | 7,904 | |
| | Less: Income considered separately | 327 | 7,577 |
| II. | INCOME FROM OTHER SOURCES: | | |
| | Bank Interest received | | 327 |
| | GROSS TOTAL INCOME ..... | | 7,904 |
| | Less: DEDUCTIONS UNDER CHAPTER VI A : | | NIL |
| | NET TOTAL INCOME ..... | | 7,904 |
| | ROUNDED UP TO ..... | | 7,900 |

NOTES:

1 Tax on above NIL

2 Tax deducted at source NIL

3 **Balance tax Refundable** NIL

Chairman

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## BALANCE SHEET AS AT 31ST MARCH, 2016

| LIABILITIES | AMOUNT (Rs.) | | ASSETS | AMOUNT (Rs.) | |
|---|---|---|---|---|---|
| **INCOME AND EXPENDITURE ACCOUNT** | | | **CURRENT ASSETS** | | |
| Opening Balance | - | | Bank Balances : | | |
| Add: Excess of Income over expenditure | 7,904.25 | 7,904.25 | Savings Bank Account | | |
| | | | Canara Bank | 1,93,827.00 | |
| **MAINTENANCE DEPOSIT** | | | Fixed Deposit | | |
| Opening Balance | - | | Canara Bank | 14,52,500.00 | 16,46,327.00 |
| Add: Additions during the year | 10,94,000.00 | 10,94,000.00 | | | |
| **SINKING FUND** | | | Accrued Interest on FD | | |
| Opening Balance | - | | Canara Bank | | 7,577.25 |
| Add: Additions during the year | 5,47,000.00 | 5,47,000.00 | | | |
| **CURRENT LIABILITIES** | | | | | |
| Joe Mathias | | 5,000.00 | | | |
| TOTAL | | 16,53,904.25 | TOTAL | | 16,53,904.25 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2016

| EXPENDITURE | AMOUNT (R) | INCOME | AMOUNT (R) |
|---|---|---|---|
| To Bank Charges | 34.00 | By Bank Interest - SB | 361.00 |
| " Excess of Income over Expenditure | 7,904.25 | By Bank Interest - FD | 7,577.25 |
| TOTAL | 7,938.25 | TOTAL | 7,938.25 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

## RECEIPTS AND PAYMENT ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2016

| RECEIPTS | AMOUNT (RS.) | | PAYMENTS | AMOUNT (RS.) | |
|---|---|---|---|---|---|
| To Opening Balance | | | By Bank Charges | | 34.00 |
| Canara Bank | - | | " Closing Balance | | |
| Fixed Deposits | - | - | Canara Bank | 1,93,827.00 | |
| " Maintenance Fund | | 10,94,000.00 | Fixed Deposits | 14,52,500.00 | 16,46,327.00 |
| " Sinking Fund | | 5,47,000.00 | | | |
| " Joe Mathias | | 5,000.00 | | | |
| " Bank Interest - SB | | 361.00 | | | |
| TOTAL | | 16,46,361.00 | TOTAL | | 16,46,361.00 |

For MATHIAS OCEAN PARK ASSOCIATION

Place : Panaji
Date :

Chairman Secretary Treasurer

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE I : MAINTENACE DEPOSIT :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 MAHESH YADAV | 1,23,000.00 |
| 2 ASHWIN MENDONCA | 1,38,000.00 |
| 3 C.S.I. E SECURE | 1,23,000.00 |
| 4 C.S.I. E SECURE | 1,23,000.00 |
| 5 HARDEEP KAUR | 1,65,000.00 |
| 6 LUCIENA R VIEGAS | 1,34,000.00 |
| 7 MUMTAZ BEGUM | 1,23,000.00 |
| 8 AMAR PRABHUDESAI | 1,65,000.00 |
| TOTAL | 10,94,000.00 |

# MATHIAS OCEAN PARK ASSOCIATION

SURVEY NO 249/1-A, OPP: N.I.O. RESIDENTIAL QUARTERS, DONA PAULA, GOA 403 004

**SCHEDULE II : SINKING FUND :**

| PARTICULARS | AMOUNT (Rs.) |
|---|---|
| 1 MAHESH YADAV | 61,500.00 |
| 2 ASHWIN MENDONCA | 69,000.00 |
| 3 C.S.I. E SECURE | 61,500.00 |
| 4 C.S.I. E SECURE | 61,500.00 |
| 5 HARDEEP KAUR | 82,500.00 |
| 6 LUCIENA R VIEGAS | 67,000.00 |
| 7 MUMTAZ BEGUM | 61,500.00 |
| 8 AMAR PRABHUDESAI | 82,500.00 |
| TOTAL | 5,47,000.00 |

**Minutes of the Meeting**
**Between the Nominated members of Mathias Owners Ocean Park Residency &**
**Mr Joe Mathias**

**Date : 01 May 2017**

This document details the minutes of meeting between Mr Mathias and nominated members of "Mathias Ocean Park apartment owners" which took place at Mathias House , Campal , Goa on 01 May 2017 at 10:30AM

Following were present for the meeting

1. Mr Joe Mathias
2. Mr Sheikh M Sadique
3. Mr Gopakumar
4. Mr Jayant Bhatia
5. Mr Maxie Lewis
6. Mr Darryl Pais

Other nominated Adhoc committee members Mr Sundeep Sinagpuri, Satish Gupta and Mr Ashwin George were unable to attend the meeting due to personal reasons.

The meeting was based on a mutually agreed agenda which had 32 points. The responses/ agreements are detailed below each agenda point

**Working Model of Association, Builders Intent**

1. Know the Intentions, Plans, Needs , Expectation of Mr Joe Mathias and his expectations from existing apartment owners
   ***Response of Mr Mathias** : The Project has 364 apartments , of which 160 sale agreements were made , subsequently 70 were cancelled following economic slow down & Mining ban . Currently 23 sales deeds have been executed to date and keys handed over. On account of poor sales there is no active participation from M/S Paramount end. Hence Mr Mathias has taken the whole ownership and completing the project themselves . Paramount have been allocated 37 flats . Total expenditure on the project has been Rs 169 Crores and Sales revenue from flats has only been Rs 90 crores. Mr Mathias assured that this is his dream project and he will continue to be actively involved in the project and has no plans to exit in the near future.*

2. Formation of an Ad-hoc committee to support Builder interface with other owners and be involved in the day to day running of the Apartment complex and Club house Work out Modalities of functioning of Adhoc committee
   ***Agreement** : It was agreed that the nominated members form Adhoc committee will support the builder in interfacing with other owners and carrying out some administrative, knowledge sharing based on previous experiences and operational support in managing the complex.*

3. Realistic Time- Frame to form Association-. Recommend that Mr Mathias manage for next 2-3 years with the support of Adhoc committee till majority flats are sold
*Agreement: It was agreed that the owners needed more time to form the association. Mr Darryl Pais said that we look at 2020 as realistic timeframe after majority flats are sold. Mr Mathias said that it may take 4-5 years to sell all the flats, so it was not practical to wait for all flats to be sold and then form the association . Mr Mathias suggested we potentially look at a shorter time frame of 18 -24 Months and that we have a re-look at the decision in Dec 2017*

4. Divergent clauses in Sale agreement / Sale deed on usage of Club house , membership , One time maintenance fee , Corpus, Sinking fund - needs to be ratified before a bye laws are adopted to avoid conflict
*Response from Mr Mathias: It has been clarified by Mr Mathias that there are not many deviations except on*
*(i) Maintenance charges being collected from new sales will be at the rate of Rs 2000/Sqm as against Rs 1000 / sqm that was paid by existing owners*
*(ii) Full Club membership shall be for 4 Adults in a family as against some agreements which has a mention of 2 adults and two minor children .*
*(iii) Corpus fund and maintenance fund contributions given by the owners has been parked in a separate account and untouched except for Rs 34,000/- that was paid as refundable security deposit for gas agency.*

*Agreement: It was agreed by the Adhoc committee to pay maintenance starting 01 May 2017 . Mr Mathias gave a figure Rs 8.33 per sqm per month based on calculation his office had made. There were some corrections in the numbers which needed to be done . Mr Mathias agreed to get the same corrected and share the exact figure per sqm. It was agreed to put this point across to the all owners meeting at 4:30 PM in the clubhouse on 01 May and get it ratified . The Builder agreed to pay monthly maintenance for all unsold/ cancelled apartments at the same agreed rates . This would include day to day expenses , such as AMCs for lifts and machineries , Housekeeping, water , Electricity, Genset, garbage collection, Gardener, Security , Sweepers etc... the accounts for which shall be made available to the Adhoc committee on a monthly basis in terms of income , expenses , receipts etc...*

5. How does the handing over work after we decide on a date
    a. CA for Fund audit and transfer
    b. Law firm for legal documents and give Adhoc Committee a final report
    c. Audit report of machinery ( Lift, motors , Fire equipment , STP ,. Status of Warranty, AMC, fault history & rectification)
    d. Audit of common area finish such as floors , roads , walls , ceiling , lights, garden etc
    e. Handing over process with 100% running of all items

*Response of Mr Mathias: All the above points will be adhered to at the time of handing over*

6. Commencement of work on Constitution and Construction of EC and formation of society
   ***Agreement**: A draft copy of bye – law has been provided. The work on the same to begin notwithstanding the official handing over*

7. Request Mr Mathias to remain Honorary Chairman and Patron
   ***Agreement** : Mr Mathias agreed to be the honorary Chairman and Patron of the Adhoc Committee and the Association when it get formed*

8. Fix a date to start the clock for usage of maintenance amount collected from owners – Normal practice is on 100% completion of all work and all apartments sold , builder maintains for a year for warranty and then transition.
   ***Agreement** : It was agreed to pay maintenance at the rate ( Approx Rs 8.33 per sqm per month ( to be revised lower based on exact figure ) starting 01 May 2017. It was proposed by Mr Mathias that the maintenance amount be deducted from the advance collected . However it was later agreed that this point be referred to the larger group of all owners and secure unanimous approval.*

9. Reveal date of completion of Project in all aspects - a 100% complete project for phase-1 . Plans to sell the balance apartments and in what time frame?
   ***Response from Mr Mathias**: Phase -1 is almost complete . individual flat work will be completed soon as per requirement / owners needs . Mr Mathias assumes full responsibility to complete each and every apartment and handover the apartment to the complete satisfaction of owners*

**Club House & Norbert**

10. Free Usage of Club house and all its facilities for owners and their family + visiting house guests with no restrictions except on Spa , Zumba etc ..or other paid service until such transfer to Association
    ***Response from Mr Mathias**: Mr Mathias made it very clear that the usage of club house shall remain FREE for owners and their family ( 4 Adults per family). The FREE facilities include Swimming Pool, Gym, Badminton, Cards, Snooker, Carom etc... However services like Spa , Zumba , Nutritionist, personalized Gym trainer etc will be on a chargeable basis (at subsidized 50% rates for apartment owners and families) . For House guests , a sum of Rs 50 per day shall be paid to avail these except for paid services like Zumba , Nutritionist etc*
    *If the apartment is let out , tenants get right to use the facilities similar to owners but in that case the owner loses his entitlement till such time the flat is on rent.*

11. Builder to create a new document in conjunction with Apartment owners that supersedes the Sales Deed clauses on Club house which are in question.
    ***Response from Mr Mathias** : Mr Mathias shared the agreement copy between him and Norbert ( Gym operator) . The agreement between Mr. Mathias and Norbert was shared to the owners group in the meeting. The owners group shall go through the Agreement document provided and get back on the next steps*

12. Builder to share the current Agreement with Norbert and Exit clauses, usage of Club house rental income proceeds etc
    ***Agreement*** *Current Agreement with Norbert was Provided . Mr Mathias shared that Norbert has invested about Rs 3 Crores by taking a bank loan and the Agreement between him and Norbert showing revenues were prepared specifically to AVAIL THE LOAN . The committee agreed to study the same and get back with recommendations based on next action can be taken .*

13. Club House board to have Club house name - To remove Norbert Gym Board and replace it with " **Matthias Ocean Park Club House** "
    ***Agreement*** *This was agreed by Mathias*

14. Club house to be managed by a Proper Club house operator with Service industry experience
    ***Response from Mr Mathias*** *Mr Mathias gave us an overview of the process he took to identify the best operator based on experience , service, ease to deal with etc and zeroed in on Norbert who is a known brand in Goa*

15. Any new agreements with Club house operator to have Association / Committee Reps sign off and agreed to in a general body meeting . This clause to be inserted in sales deeds of apartments sold in future.
    ***Agreement*** *This was agreed by Mr Mathias*

16. Gym's need for permanent Equipment supplied by builder when Norbert Leaves.
    ***Agreement*** *This was agreed by Mr Mathias , however it was made clear that it not be at a large scale as is provided by Norbert today*

17. Relocate the snack Vendors from the entrance of the club house to lift the ambience of the club House
    ***Response from Mr Mathias*** *Mr Mathias would look into the matter and find a suitable location at the earliest*

18. Written Directive from Mr Mathias to security staff / to avoid confrontation with Norbert .
    a. Dos & Donts for outsiders to be framed by Mr Mathias and Adhoc committee
    b. Rules for Norbert Staff - Dos & Donts
    c. Outsiders car parks outside the building and walk in
    d. Outside members in Club house - sanctity of the club house and owners in periphery today.
    e. Restrict movement of outsiders to living areas & gardens

Same to be put up on the notice board

***Agreement*** *: This was agreed by Mathias . These guidelines to be drafted jointly by the Adhoc Committee and Mr Mathias AT THE EARLIEST and to be strictly adhered to by all concerned*

**Security & House-keeping , Waste etc..**

19. Beef up security with a good agency . Security to take directions from Mr Joe Matthias's Office and Adhoc committee and not from Norbert .
*Agreement Agreed by Mr Mathias . He also asked members to actively give suggestions*

20. Car Stickers & Gate Passes to be issued
*Agreement Agreed by Mr Mathias. Time frame to be given by Mr Mathias*

21. CCTV cameras for spruce up security
*Agreement Agreed by Mr Mathias. Time frame to be given by Mr Mathias*

22. Housekeeping agency with a clear cut cleaning pattern daily
*Agreement Agreed by Mr Mathias. Adhoc committee members will actively support*

23. Waste segregation/ Waste removal mechanism
*Agreement Agreed by Mr Mathias. Adhoc committee members will actively support*

24. Solar panel heating only on top 2 floors - a concern
*Agreement The maintenance for Solar panel will fall exclusively on 6th & 7th Floor owners as this facility is not present in the lower level apartments*

25. Parking of vehicles in car-park only - no parking on common area roads.
*Response from Mr Mathias Stilt parking has been allocated to some owners and allotment letters issued. Specific DEMARCATED Open parking is available on a first cum first serve basis for Free parking . No parking will be allowed on common area roads.*
*Agreement : Mr Mathias will allow the open space located between the club house and the property boundary wall as parking for Norbert gym users. This means no external vehicles of gym members will be parked in front of the gym road or residential complex. Mr Mathias agreed that after the boundary wall a suitable place will be allocated after taking into consideration, the inputs from the executive members for the parking with regards to the gym parking*

**General**

26. Doors in car park – cars getting damaged
*Response from Mr Mathias Will be investigated*

27. Share contact info of all owners
*Agreement Will be done*

28. Labor tent to be shifted out – Need a clear date
*Response from Mr Mathias This is expensive and may continue for some more time*

29. Water – PWD water connection status and will it meet requirement
    ***Response from Mr Mathias** : Connection will be obtained in 1 month's time . There are 3 bore-wells, out of which only one is functional. The idea of Rain Water Harvesting is being explored .*

30. Lobby Lighting to be spruced up .
    ***Agreement** Agreed by Mr Mathias*

31. Builder to Hand Over all land record copies , court judgements concerning the property to all the owners .
    ***Agreement** Agreed by Mr Mathias. All documents will be scanned and put on put on a portal to be downloaded by all owners*

32. Apartment Adda software for apartment management
    ***Agreement** Agreed by Mr Mathias as it is a simple way to manage and keep everyone informed at a minimum subscription cost*

# MATHIAS OCEAN PARK OWNERS ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the 'Annual General Body Meeting' of "Mathias Ocean Park Owners Association" held at 4:00 p.m. on 18/05/2018 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The members present are as follows:

| Sr. Nos. | Name of Members Present | Owner of |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman. |
| 2. | Mr. Maxie Lewis | Flat No. 202, Boa Vista B. |
| 3. | Dr. Peter Rodrigues | Flat No. 302, Boa Vista A. |
| 4. | Dr. Satish Kumar | Flat No. 304, La Palma. |
| 5. | Mr. Nirav Pathak | Flat No. 301/302, Corvo B. |
| 6. | Mr. Ravinder Mehta | Flat No. 502, La Gomera. |
| 7. | Dr. E.P. Borges | Flat No. 301/302, Azores A. |
| 8. | Dr. Maria M. Borges | Flat No. 301/302, Azores A. |
| 9. | Mr. Yogesh Arora | Flat No. 302, La Gomera. |
| 10. | Mrs. Shubha Dhamapurkar | Flat No. 203/204, Gran Canaria A. |
| 11. | Mr. Sadique M. Shaikh | Flat No. 201, Boa Vista A. |
| 12. | Mr. Sanjay Kulkarni | Flat No. 101, Flores A. |

Due to lack of quorum the AGM could not commence at the scheduled time of 3:30 p.m. and hence the same was adjourned to 4:00 p.m.

The AGM commenced at 4:00 p.m. with the Chairman Mr. Joe Mathias welcoming the members present.

Before proceeding with the Agenda, the Minutes of the Meeting held on 17/05/2017 were read out and the same was confirmed and passed with Dr. E. P. Borges proposing the same and seconded by Mr. Sadique Shaikh.

It was proposed by the members that 3 more members should be inducted to the Executive Committee as Executive Members, accordingly the following were unanimously inducted as Executive Members:

1. Dr. Peter Rodrigues.
2. Mr. Yogesh Arora.
3. Mr. Nirav Pathak.

Hence the **Office Bearers of the Executive Committee** are as follows:

| | |
|---|---|
| 1. Mr. Joe Mathias | - Chairman. |
| 2. Mr. Sadique Shaikh | - Secretary. |
| 3. Mr. Satish Kumar | - Treasurer. |
| 4. Mr. Nirav Pathak | - Joint Treasurer. |
| 5. Mr. Gopakumar | - Executive Member. |
| 6. Mr. Darryl Paes | - Executive Member. |
| 7. Mr. Maxie Lewis | - Executive Member. |
| 8. Mr. Ashwin George | - Executive Member. |

9. Mr. Sundeep Singapuri - Executive Member.
10. Mr. Jayant Bhatia - Executive Member.
11. Dr. Peter Rodrigues - Executive Member.
12. Mr. Yogesh Arora - Executive Member.

Subsequent to the appointment of the office bearers to the Executive Committee, it was decided to withdraw the authority given to the existing signatories comprising of Mr. Joe Mathias, Mr. M.V. Badamai and Mr. Basavraj Hujaratti, respectively, to operate the Bank accounts of HDFC Bank and Canara Bank.

It was further unanimously decided that the new signatories to operate Mathias Ocean Park Association Bank Accounts would be as follows:

- Secretary and Treasurer jointly;

**or**

- Treasurer and Joint Treasurer jointly.

Further it was decided that with effect from 01st June, 2018 all the expenses pertaining to the maintenance of Mathias Ocean Park Owners Association including operation of the bank accounts will be taken care of by the designated Executive Committee members elected.

The Chairman proceeded with the Agenda:

1. **Accounts – for Financial Year 2015-16 & 2016 -17;** and
2. **Expense Statement from May 2017 to March 2018:**

   The accounts for the Financial Years 2015-16 and 2016-17 were unanimously passed.

The expense statement/provisional accounts for the Financial Year 2017 -18 was also discussed and passed. The same was proposed by Mr. Satish Kumar and was seconded by Mr. Yogesh Arora.

## CO-OPERATION SOLICITED FROM MEMBERS

**1. Maintenance:-**

**(a) Garden/Open Space, etc:**

- Dr. Peter Rodrigues volunteered to take care of the overall supervision of the garden area, open spaces, etc.

**(b) Common lighting's, water, etc:**

- Since Mr. Sadique Sheikh has the expertise on electrical works he volunteered to look after the overall common lighting's and also would take care of the issues relating to water.

**(c) Cleaning of common areas, lobby, passages, staircases, etc:**

- The members requested Mr. Sadique Sheikh to take care of these items of work.

**(d) Appointment of Ad-hoc Members/Committee for Maintenance:**

- Since members opined that a committee was not required, this point was dropped from the agenda.

**2. Security issues and concerns:**

Mr. Satish Kumar volunteered to look after the overall issues concerning the security issues along with the

assistance of all the members/residents of Mathias Ocean Park.

It was also decided that the number of security personnel is to be increased in order to restrict the movement of unknown people and vehicles in the premises especially at night.

It was further also decided that separate Car Stickers and Gate Passes with different colours would be issued to the owners of Mathias Ocean Park and for the guests of Norbert's.

Members also opined that the guests of Mr. Norbert visiting the GYM should be restricted only to the use of the gym.

**3. Dog Menace:**

It was unanimously decided by all the members that one person is to be appointed during the day and two people at night to tackle the issue. It was also further decided that all the entry points from where the dogs enter the premises should be closed and the security for the same should be tightened.

In order to stop the dogs from coming into the premises the Chairman informed the members that the dogs should not be fed by the residents.

**4. C.C. TV:**

The Chairman informed the members that the installation of C.C TV is underway and the installation of the same should be completed within a month's time.

**5. Maintenance Contribution:-**

**(a) From Phase – I Owners for use of amenities & facilities:**

It was unanimously decided that the Executive Committee is authorized to discuss the issue with the Phase – I Owners and also to finalize the one time deposit that is required to be collected/contributed by the Owners of Phase – I for the maintenance of the common areas connecting Phase - I and Phase – II and the Club House.

It was also decided that the Phase – I Owners would pay separately for the services availed from Norbert's.

**(b) In respect of unsold flats:**

The Chairman Mr. Joe Mathias explained to the members that out of 364 flats, only 108 flats have been sold on account of poor market conditions and 37 flats have been allotted to the Developer M/s. Paramount Buildwell Construction Pvt. Ltd., as compensation towards the construction of the project. Mr. Mathias further informed the members that M/s. Mathias Construction Pvt. Ltd., has been contributing towards the unsold flats equally all these years i.e. till May 2018.

Mr. Mathias expressed to the members that he is not in a position to contribute towards the expenses of the unsold flats with effect from 01/06/2018, at which juncture this point was deliberated upon in detail by

all the members, subsequent to which the point was agreed by the members present.

**6. Any other Item:**

The issue of non-occupancy charges was taken up for discussion, at which juncture upon prolonged discussions it was unanimously resolved that the Members renting their premises will have to contribute as under, which would come into force with effect from 01/06/2018:

(1) For 1 BHK apartment - Rs. 1,000/- per month.

(2) For 2 BHK apartment - Rs. 2,000/- per month.

(3) For 3 BHK apartment - Rs. 3,000/- per month.

It was also further unanimously decided by the members that the Owners renting their premises should submit a copy of the Lease Deed/Agreement to the Secretary and Treasurer.

Since there were no other points for discussion, the meeting ended with a vote of thanks.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK OWNERS ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the Meeting of "Mathias Ocean Park Owners Association" held on 10th November, 2018 at 5:30 p.m. on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The members present are as follows:

| SR. NOS. | NAMES | DETAILS |
|---|---|---|
| 1. | Mr. Joe Mathias | Mathias Construction Pvt. Ltd. |
| 2. | Mr. Julian Mathias | Mathias Construction Pvt. Ltd. |
| 3. | Dr. Peter Rodrigues | Flat No. 302, Boa Vista A. |
| 4. | Dr. Satish Kumar | Flat No. 304, La Palma. |
| 5. | Mr. Yogesh Arora | Flat No. 302, La Gomera. |
| 6. | Mr. Sadique M. Shaikh | Flat No. 201, Boa Vista A. |
| 7. | Mr. Kevin Rodrigues | Flat No. 602, Azores A. |
| 8. | Mr. Rajesh Dessai | Flat No. 303, La Palma. |
| 9. | Mrs. Geeta Gupta | Flat No. 304, La Palma. |
| 10. | Mrs. Kavita J. Bhatia | Flat No. 101, Flores B. |
| 11. | Mr. Jayant Bhatia | Flat No.101, Flores B. |
| 12. | Mr. Suresh Naik | Flat No. 103, La Palma. |
| 13. | Mr. Mark D'Mello Representative of Mr. Cesar Menezes & Dr. Maria Emilia | Flat No. 601 & 701, La Palma. |

| | | |
|---|---|---|
| | Dias Menezes. | |
| 14. | Mr. Nazir Rayani | Flat No. 101, Boa Vista A. |
| 15. | Mr. Edwin Dias | Flat No. 203, Gran Canaria C. |
| 16. | Mr. Sidney Fernandes | Representative of Norbert's Fitness Studio. |
| 17. | Mr. Bhimshi | Site Engineer, Mathias Construction Pvt. Ltd. |

Due to lack of quorum the meeting which was scheduled for 5:30 p.m. was adjourned and hence commenced at 5:45 p.m. with the Chairman, Mr. Joe Mathias welcoming the members present.

Mr. Mathias requested the members to be cautious while sending whatsapp messages on the group as sometimes the same can cause unnecessary panic amongst members, as it is very important to ascertain the correctness of a particular incident. Mr. Mathias also requested the members to send emails with regard to their concerns, to which the members agreed to do the needful.

The points on the agenda taken up for discussion.

1. **Dog Menace:**

   Mr. Arora and Dr. Peter Rodrigues informed Mr. Mathias that 3 access posits of the project will have to be closed inorder to stop the dogs from entering, namely the area near the old office, the area where the labourers reside and the area near the STP as there is a 6 feet gap, to which Mr. Mathias informed the members that the necessary will be done immediately by fixing G.I Sheets. As Mr. Bhimshi, Site Engineer was present Mr. Mathias instantly instructed him to do the needful.

**2. Security**:

The main concern of the members was the security as they felt the security was not doing a proper job, as anyone and everyone could enter the complex easily and freely. Members also opined that Norbert's clients should maintain more discipline in the complex and restrict their movements only in the permissible areas of the project i.e. only to the club house.

Mrs. Amrita Rodrigues informed the quorum that a list of rules were given to the security at the entrance so that the same could be implemented, to which the security followed the rules only for a few days and then stopped. In order to maintain discipline and tighten the security Mr. Mathias opined that the security cards/passes should be strictly implemented, wherein every single vehicle including those of the residents and guests of Norbert's Fitness Studio would be issued passes without which they would not be permitted entry into the complex and that all entering the premises will have to adhere to the set of rules displayed on the notice board and at the security cabin which the security will have to strictly follow and comply with. Norbert's Fitness Studio is also required to display a set of rules in the lobby/entrance of the Club House which are to be strictly followed by its members.

Members also felt that the parking is being misused by Norbert's members and hence felt that the parking area is to be demarcated which is meant only for the use of the Club members and would have to restrict their entry to the other parts of the complex, to which Mr. Mathias informed the quorum that he would install standalone boards that would clearly state that entry beyond this point is restricted.

Members also requested for an intercom facility to which Mr. Mathias informed them that the same would take some time.

It was also requested by the members that the security personnel should supervise the playing area and the swimming pool area between 4:30 p.m. to 8:00 p.m. while the children are playing.

Members also informed Mr. Mathias that despite the Gym being closed on Sundays, its members visit the complex to use the swimming pool, at which juncture Mr. Mathias informed Mr. Sidney representative of Norbert's Fitness Studio that he should inform the members that they are strictly prohibited from using the Club House and its facilities including the swimming pool on Sundays.

In order to tighten the security, it has been unanimously resolved that with effect from 16th November, 2018 that those vehicles not possessing the security cards/passes issued to them will not be permitted entry into the complex and in that event they will have to provide their details and register themselves with the security at the entry point.

Mr. John, Supervisor of United & Reliable Security Services was instructed to be very strict with security and that the rules implemented would have to be strictly followed and adhered to by one and all.

**3. Water Connection:**

Mr. Mathias informed the members that the PWD water connection would be released by March 2019 at which juncture Mr. Arora informed the quorum that he was also apprised of the same by the PWD (Public Works Department) Minister.

Members requested that the overhead tanks and the sumps need to be cleant to which Mr. Mathias instructed the Site Engineer, Mr. Bhimshi to do the needful immediately.

Mr. John of United & Reliable Security Services requested Mr. Mathias to set up a toilet so that the same could be used by them to which Mr. Mathias responded saying that he would look into the matter and resolve the issue.

**4. Any Other Issues:**

Some of the issues addressed by the members and immediately resolved by Mr. Mathias to be implemented are as follows:

(a) Members requested Mr. Mathias that the tiles along the driveway which are peeling off be replaced to which Mr. Mathias informed the quorum that the necessary will be replaced no soon the tiles are received from Rajasthan.

(b) Members also requested that the premises need more lights to which Mr. Mathias informed Mr. Bhimshi to fix additional tube lights in front of every building.

(c) With regard to the request of the members being permitted to use the guest house, Mr. Mathias informed the members that the 4 rooms are ready with fixtures and fittings installed such as beds, bedside tables, Air Conditioner, small fridge, small cupboard, dressing table, lights, etc., and that the same could not be commissioned on account of staff and in order to commission the rooms, room attendants, housekeeping staff, etc., would have to be engaged. Presently as there are less than 25 families residing in the complex, Mr. Mathias opined that the revenue generated from commissioning these rooms will not be sufficient to pay the wages of the staff, at this juncture Dr. Amrita Rodrigues suggested that it would be the responsibility of those residents taking the rooms that would be responsible for the housekeeping, linen, toiletries, etc., and also ensured that the rooms would be handed over to the

supervisor in a clean condition. It was also unanimously decided by the quorum that a sum of Rs. 1,000/- (Rupees One thousand Only) per day per room would be charged by the Association which would take care of the expenses towards electricity, water, wear & tear, etc., as it would add to the income of the Association.

It was decided by all present that the rooms would be strictly used by the members, its relations or its guests.

(d) With regard to the swimming pool, Mr. Sidney was informed to instruct the Club members to tell their children not to pull out the tiles of the swimming pool. Also as the lights had given way, Mr. Sidney was informed to kindly replace the same. Further in order to carry out these works it was decided that the pool would have to be closed with prior notice and that the same could be done during the off season, especially when the children do not have holidays.

(e) Members requested that between 1:00 p.m to 4:00 p.m. and after 8:00 p.m. no works of any nature that would generate noise/sound should be carried out by the residents as it should be a 'Silence Time'.

(f) It was also suggested that anyone entering the premises including staff and labourers should also be issued security cards/passes.

(g) Members requested Mr. Mathias to erect a pole with a ring so that the children could play basketball. Alternatively it was also requested if the squash court could be used as a basketball court at which juncture Mr. Mathias informed the members that the room would be kept open so that the members could inspect the same and accordingly inform

Mr. Mathias of their preference for the setting up of the basketball pole and ring.

(h) It was also requested by the members that additional lights be fixed in the garden sitting area.

(i) Members also requested that the lifts in all the buildings should be cleant.

(j) The members inquired with Mr. Mathias if the hall could be used by them to host their functions at which juncture Mr. Mathias informed the members that he would look into the matter and inform them accordingly.

(k) Members queries with regards to Norbert's which are required to be clarified by Mr. Mathias on discussing the same with Mr. Norbert are as under:

(l) If the ventilators in the badminton court can be kept open, so that there is cross ventilation.

(ii) That Norbert's should charge the residents/flats owners 50% for the special facilities availed by them.

It was also further unanimously decided by the members that the AGM should be convened on 5th January, 2019 and at which time it was suggested that a new committee should be formed, where in 80% of the members to the committee should be residents while the balance 20% could be non residents.

Since there were no other points for discussion, the meeting ended with a vote of thanks.

(Joe Mathias)
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the 'Executive Committee Meeting' of "Mathias Ocean Park Association" held at 11:30 a.m. on 23rd June, 2019 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, and Dona Paula – Goa. The Executive Committee Members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman. |
| 2. | Mrs. Nadia Rayani | Treasurer |
| 3. | Dr. Amar Prabhudessai | Executive Member |
| 4. | Mr. Jerry Braganza | Executive Member |
| 5. | Mr. Yogesh Arora | Executive Member |
| 6. | Dr. Peter Rodrigues | Executive Member |

The Executive Committee Meeting commenced at 11:40 a.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee Members, subsequent to which the meeting proceeded with the Agenda.

1. **Point 1 – Security issues:**

(a) With regard to the security issues, members opined that there was no improvement in the security as some residents were not cooperating with the security personnel, as a result of which the security personnel were not at fault for the same.

(b) In order to stream line the security at the entry/exit gate it has been unanimously resolved by the Committee that, all the vehicles entering the premises should have stickers on their vehicles along with the registration number of the vehicle on the sticker. The same is made compulsory for the residents of Mathias Ocean Park and also for Norbert's Fitness Studio members, for which residents/owners and members of Norbert's are to collect the stickers from Mr. Bhimshe and Norbert's office within 10 days as vehicles not having the stickers will not be permitted entry into the premises from 1st July, 2019 onwards.

(c) It was also decided that all the residents are to provide the Association the number of vehicles each owner has along with the vehicle registration numbers.

(d) It is also resolved to mandatorily make the visitors entering the premises enter their details in the register at the entry gate with the security, etc., i.e. Name, contact number, address, name of the person he/she/they are visiting, entry/exit time, etc., to be recorded and registered.

(e) It was also unanimously decided by the Executive Committee that boom barriers will be fixed at the gates to regulate entry of vehicles.

**2. Swimming Pool:**

(a) The Committee Members informed Mr. Mathias that there was a leakage in the swimming pool, to which Mr. Mathias informed the members that the needful will be done including the replacing of tiles and lights, no sooner the monsoons are over sometime in October/November.

(b) It was also observed that the members of Norbert's Fitness Studio are not adhering to the swimming pool rules, which was informed to Mr. Audi, representative of Mr. Norbert to strictly adhere to the swimming pool rules & regulations.

**3. Unattended children entering/visiting the premises:**

It was decide that Norbert's Fitness Studio shall inform Master Shane's parents that he is to be accompanied to the premises by any one of his parents, as he is a minor and cannot be left unaccompanied. It was further also decided that in the event Master Shane is not accompanied by either of his parents, Norbert's is not to renew the membership.

**4. Owners renting their apartments have to pay the Association:**

It was unanimously decided by the Committee that those owners renting their apartments who are not contributing the extra amounts as decided in the AGM held on 5th January, 2019 would have to pay 18% interest on the amounts due and payable by them to the Association and the amenities & facilities to these apartments would be stopped.

**5. Event organized by Norbert in the premises:**

It was decided by the Committee that Norbert's Fitness Studio is strictly not permitted to serve liquor, have Barbecues or hold any kind of events at the premises and it restricted only to run the Gym & its related activities, which was informed to Mr. Audi to strictly follow the same.

**6. Poor cleanliness of the parking areas and other common areas:**

(a) It was decided that a log book be maintained for the works that are being carried out in the premises, wherein every work undertaken would be signed by one of the Committee Members.

(b) It was also informed to Mr. Bhimshe that the cleaning work is to be carried out building wise, pursuant to which the signature of any one of the Committee Members is to be obtained.

(c) As there are a lot of works which require day to day attention as Ocean Park is a large project, it was proposed by Mr. Mathias that a dedicated person with technical knowledge be appointed with effect from 01st July, 2019, who would also be responsible towards all the works in the complex, to which suggestion the members agreed to.

**7. Lift problem in La Gomera:**

(a) Due to the failure of the electrical MCB there was a problem with the lift which was resolved by Mr. Bhimshe.

(b) The Committee Members are to be informed in advance about the visit of the personnel for the AMC of the lifts, so that the probles can be addressed to the service personnel.

(c) It was decided that the alarm of the lifts be changed as the present alarm sounds like that of a reversing vehicle and the same cannot be differentiated between a vehicle and a lift, to which Mr. Mathias informed the Members that he would find out the possibilities to resolve the issue.

(d) It was also discussed that the lift retriever of some of the lifts do not work sometimes and hence it was decided to get the ART checked of the same when the service team visits the site for the AMC.

**8. Dog Menace:**

(a) Mr. Mathias informed Mr. Bhimshe to reclose the openings which have opened up in time, with steel sheets as soon as possible.

**9. Any other issues:**

(a) Members requested Mr. Mathias that additional speed breakers are to be provided on the blind turns i.e. at the corners, to which Mr. Mathias agreed to do the needful.

(b) Members requested Mr. Mathias that the residents be permitted to exclusively use the badminton court from 6:00 p.m. onwards with effect from 01st July, 2019, to which Mr. Mathias informed the members that he would communicate the decision to Mr. Norbert. Members also requested Mr. Mathias to open a window along the corridor side of the court and also requested to repair the 2 exhausts which are not working to which Mr. Mathias agreed to do the needful.

(c) Members also inquired with Mr. Mathias if arrangements could be made to fumigate the complex, to which Mr. Mathias informed the members that the same could be done for which the requisite machine and chemical would be purchased and provided at the site for the needful.

(d) On weekdays between 2:00 p.m to 4:00 p.m. and after 7.00 p.m. strictly no renovation/repair works that generates any kind of noise are to be carried out and on Sundays no works of whatsoever nature generating sound are to be carried out, in the event of any violation, the power supply to the respective apartment would be cut.

(e) Prior to commencement of any kind of works by the respective flat Owner in his/her flat, he/she shall give a prior written notice/intimation of his/her intention to the Executive Committee of the list of works

proposed to be undertaken in the flat and shall also deposit with the Executive Committee a refundable deposit of Rs. 10,000/- (Rupees Ten Thousand Only) which amount shall be refunded to the flat owner upon completion of the works in the flat, and clearing of the debris, material and cleaning of the common area and upon the Executive Committee inspecting the building for any damages.

(f) The Flat Owners and their laborers are strictly prohibited from using the elevators to transport material to the respective flats and in the event anyone is found guilty the security is empowered to do the needful.

(g) Mr. Mathias informed the Committee that he is hopeful of the Government releasing water connection to the project by September.

(h) With regard to the cleaning of the overhead water tanks, it was decided that the same would be done once in six months, for which the residents would be informed in advance.

(i) Members requested that every building be provided with a "Notice Board" so that the decisions of the committee can be affixed on the board, to which Mr. Mathias agreed to do the needful.

(j) At the time of cutting the shrubs, Mr. Bhimshe is inform Mrs. Nadia Rayani or Dr. Peter Rodrigues of the same, as the same would be carried out under the supervision of either one member.

(k) Members expressed their unhappiness with the laborers children, as they were damaging their vehicles and were also moving about in the complex without clothes, to which Mr. Mathias informed Mr. Bhimshe to inform the laborers of the Do's & Don'ts in the complex and in the event found violating the rules, the security personnel are empowered to take necessary steps in correcting the children and parents.

(l) The Committee opined that all the residents/members be informed that the Executive Committee is empowered to Question the residents, for which the residents are not to take anything personally as the committee members are acting as office bearers in the interest of the Association for the betterment of the complex.

(m) It was also decided to revise the fees for the Guest rooms and the Club House i.e. for the rooms from Rs. 995/- (Rupees Nine Hundred and Ninety Five Only) to Rs. 950/- (Rupees Nine Hundred and Fifty Only) and for the Club house from Rs. 1,000/- (Rupees One Thousand Only) to Rs. 950/- (Rupees Nine Hundred and Fifty Only) respectively.

(n) With regard to the coaching classes, it was decided that Mr. Norbert be requested to charge the Owners of Ocean Park a 50% discount for the special facilities availed, to which Mr. Mathias informed the members that he would talk to Mr. Norbert and revert back to the embers on the subject matter.

(o) It was decided that the next Executive Committee Members' meeting be convened on 24th August, 2019 (Saturday) at 4:00 p.m. at the club house.

Since there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 1:10 p.m.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the 'Executive Committee Meeting' of "Mathias Ocean Park Association" held at 5:00 p.m. on 17th February, 2019 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, and Dona Paula – Goa. The Executive Committee Members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman. |
| 2. | Mr. Sadique Shaikh | Secretary |
| 3. | Mrs. Nadia Rayani | Treasurer |
| 4. | Mr. Satish Kumar | Joint Treasurer |
| 5. | Dr. Amar Prabhudessai | Executive Member |
| 6. | Mr. Jerry Braganza | Executive Member |
| 7. | Mr. Yogesh Arora | Executive Member |
| 8. | Dr. Peter Rodrigues | Executive Member |
| 9. | Mrs. Azra Sheikh | Executive Member |

The E.C. Meeting commenced at 5:00 p.m. with Mr. Joe Mathias, Chairman welcoming all the E.C. Members, subsequent to which the meeting proceeded with the Agenda.

**Point 1 – Maintenance issues, if any:**

- With regard to the staircase and lobby cleaning of the buildings, Mr. Mathias instructed Mr. Bhimshe, Site Engineer that the Gardeners are to do the needful in cleaning the staircase and lobbies of the buildings on every Tuesday and Thursday of the week. The E.C. Members were also requested to monitor the work.

- Members requested Mr. Mathias that additional speed breakers are to be provided on the internal roads and further also requested for additional sign boards within the complex indicating the speed limit, to which Mr. Mathias agreed to do the needful.

- **Recommendations of the E.C:**

  (a) On Sundays strictly no renovation/repair works that generates any kind of noise to be carried out.

(b) Prior to commencement of any kind of works by the respective flat Owner in his/her flat, he/she shall give a prior written notice/intimation of his/her intention to the Executive Committee of the list of works proposed to be undertaken in the flat and shall also deposit with the Executive Committee a refundable deposit of Rs. 10,000/- (Rupees Ten Thousand Only) which amount shall be refunded to the flat owner upon completion of the works in the flat, and clearing of the debris, material and cleaning of the common area and upon the Executive Committee inspecting the building for any damages.

(c) The Flat Owners and their labourers are strictly prohibited from using the elevators to transport material to the respective flats.

- Mr. Mathias informed the members that the MS Sheets and grills between Phase I & Phase II will be fixed by 20th February, 2019 for which Mr. Mathias instructed Mr. Bhimshe to do the needful.

- Members requested for 15 keyless locks for the doors as the dogs enter from the back area which needs to be closed for which Mr. Mathias agreed to provide.

**Point 2 – Any other Items:**

- Mr. Yogesh Arora informed the Committee that he met the Government authorities with regard to the water connection to which they informed him that by June 2019 the issue would be resolved.

- Members were aggrieved by the loud music played early mornings by Norbert Fitness studio and requested Mr. Mathias to inform Mr. Norbert to lower the volume of the music.

- **Collection of amounts from Owners renting their Apartments:** the Committee decided that the Secretary, Mr. Sadique Shaikh is authorized to do the needful.

- **Club House:** as the Club House is open for the use of the Members of Mathias Ocean Park to host their private functions, the Committee decided to charge the members holding a function a fee of Rs. 1,000/- (Rupees One thousand Only).

Since there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 6.00 p.m.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the 'Annual General Body Meeting' of "Mathias Ocean Park Association" held at 3:30 p.m. on 05th January, 2019 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman. |
| 2. | Mr. Julian Mathias | Mathias Const. Pvt. Ltd. |
| 4. | Dr. Peter Rodrigues | Flat No. 302, Boa Vista A. |
| 5. | Dr. Satish Kumar | Flat No. 304, La Palma. |
| 6. | Mr. Yogesh Arora | Flat No. 302, La Gomera. |
| 7. | Mr. Sadique M. Shaikh | Flat No. 201, Boa Vista A. |
| 8. | Mr. Sanjay Kulkarni | Flat No. 101, Flores A. |
| 9. | Mr. Jerry Braganza | Flat No. 401 La Gomera |
| 10. | Mrs. Azra Shaikh | Flat No. 201, Boa Vista A. |
| 11. | Mrs. Nadia Rayani | Flat No. 101, Boa Vista A. |
| 12. | Mr. Malcolm Gomes | Flat No. 404, La Palma. |
| 13. | Dr. Amar Prabhudessai | Flat No. 302 La Palma |
| 14. | Mr. Mark D'Mello Representative of Mr. Cesar Menezes & Dr. Maria Menezes | Flat Nos. 601 & 701 La Palma |
| 15. | Mr. Xec Qusim & Mrs. Mumtaz Begum | Flat No. 202 Flores A |

Due to lack of members the AGM could not commence at 3:30 p.m., hence the same was adjourned to 3:45 p.m.

The AGM commenced at 3:45 p.m. with Mr. Joe Mathias the Chairman welcoming all the members present subsequent to which the meeting proceeded with the Agenda.

**Point 1 - Approval of the Minutes of the AGM held on 18th May, 2018:**

The minutes of the AGM were unanimously approved by the members, except on the point of non-occupancy charges which was to be collected from the owners renting their apartments, as the same was on to be re-discussed in the present AGM.

**Point 2 – Appointment of a Committee for next 3 years:**

Mr. Mathias thanked all the members for their direct and indirect help in making Ocean Park a peaceful and comfortable complex.

The following were unanimously inducted as members to the Executive Committee:

1. Mr. Joe Mathias – Chairman
2. Mr. Sadique Shaikh - Secretary.
3. Mrs. Nadia Rayani – Treasurer.
4. Mr. Satish Kumar – Joint Treasurer.
5. Dr. Amar Prabhudessai – Executive Member.
6. Mr. Jerry Braganza – Executive Member.
7. Mr. Yogesh Arora– Executive Member.
8. Dr. Peter Rodrigues– Executive Member.
9. Mrs. Azra Sheikh– Executive Member.

It was decided that, subsequent to the appointment of the new committee all the other erstwhile committees stand dissolved.

It was also unanimously decided that the signatories to operate the Bank Accounts of Mathias Ocean Park Association presently in HDFC Bank & Canara Bank would be any of the 2 of the following Office Bearers jointly i.e. Chairman/Secretary/Treasurer/Joint Treasurer.

Further it was decided that all the expenses pertaining to the maintenance of Mathias Ocean Park Association including operation of the bank accounts will be taken care of by the designated Executive Committee members elected.

It was also decided that the Committee would meet on monthly basis, if required.

**Point 3 – Collection of amounts from Owners renting their apartments:**

Considering some of the Owners were aggrieved with the decision taken at the AGM on 18th May, 2018 with regard to the collection of additional amounts by the Association from the Owners renting their apartments.

Mr. Malcolm and Mr. Kulkarni requested that the amounts to be collected from the Owners should be reasonable, for which there was detailed discussion on the subject, subsequent to which the members unanimously decided that the amounts to be collected with effect from 01st June, 2018 would be as under:

- 1 BHK – Rs. 800/- per month.
- 2 BHK – Rs. 900/- per month.
- 3 BHK – Rs. 1,000/- per month.

It was also unanimously decided at the meeting that all the owners renting their apartments will have to submit a copy of the lease agreement along with the photo identification of the renters to the Secretary.

**Point 4 – Security Issue, if any:**

Members expressed that the security needs to be stricter when it comes to permitting vehicles into the complex without stickers. The Executive Committee Members were also requested to keep a check on the matter and do the needful, as they reside in the complex.

**Point 5 – Maintenance issues, if any:**

- Mr. Mathias informed the members that the overhead and underground water tanks will be cleaned, with prior intimation to the members about the same.

- Mr. Mathias instructed the Site Engineer, Mr. Bhimse to do the following regularly i.e. cleaning of the stair case of all the buildings, sweeping of the car parks.

- Mr. Mathias acceded to the request of the members to install 3 convex mirrors on the blind turns in the complex.

- Lifts: as per the AMC's of Schindler and Otis people have to regularly maintain service & clean the lifts. The members also informed Mr. Mathias that the lift issue during power cut needs to be resolved with Otis and also requested Mr. Mathias that that

intercom facility and alarms be installed in the lifts, for which Mr. Mathias deputed Mr. Julian Mathias to look into the matter and resolve the issue immediately.

- With regard to the Gardeners, Mr. Mathias instructed Mr. Bhimshe to do the needful and also requested the Executive Committee to overlook into the matter.

- With regard to the query for the provision taps to wash the cars, Mr. Mathias informed the members that 4 taps will be placed near the drains at 4 places in the complex so that the cars can be washed instead of washing them in the car park area.

- Members requested that speed breakers be installed and also requested that 3 sign boards be placed within the complex stating that the speed limit of vehicular traffic should be restricted to 10 kms, to which Mr. Mathias agreed to do the needful.

- The following works to be undertaken by Mr. Bhimshe:

  (a) Open drains in the complex to be closed.
  (b) Electrical panels which are open are to be closed.
  (c) The flickering lights at places to be replaced/changed, especially in the lobby and entrance.

- Some of the members recommended the following to which Mr. Mathias agreed to.

  (a) Dr. Peter suggested that a mock drill be conducted for the lifts in the event of power failure.
  (b) Mrs. Azra Sheikh suggested that a fire drill be organized in the complex.

- Mr. Yogesh Arora informed the members that the dog menace had reduced tremendously but however requested Mr. Mathias that the back area needs to be closed for which Mr. Mathias instructed Mr. Bhimshe to fix MS Sheets and close the same. Also the access near the old office needs to be locked as there are some boys jumping over the fence to come and play badminton in the complex.

**Point 6 – Approval of accounts for F.Y. 2017 -18:**

- The Accounts for the F.Y 2017-18 were tabled and since the Members present did not have any query on the same as the same

were sent by email to all the members, it was decided to accept and approve the accounts.

- With regard to the sharing of expenses on the unsold flats as discussed in the meeting convened on 02nd June, 2018, Mr. Mathias informed the members that he was thankful to the Owners for their kind gesture. Mr. Mathias informed the members that for 2018 and 2019 Mathias Construction Pvt. Ltd., (MCPL) will bear the complete expenses on the unsold flats and form the year 2020 onwards, MCPL would pay on actual basis for the facilities used by them in respect of the unsold flats to which the members was in agreement.

**Point 7 – Any other Items:**

- Mr. Satish Kumar volunteered to keep a check on the stickers on the vehicles entering the complex, including Norbert's Guests.
- Mr. Yogesh requested that the building be numbered in accordance with the sale deeds.
- The excess vehicles of Norbert's guests are to be parked in the open area near the fountain i.e. near the roundabout.
- Dr. Peter recommended that the following are to be strictly implemented:
  (a) Strictly silence to be maintained between 2.00 p.m. to 4.00 p.m. and the same to be monitored by the Executive Members.
  (b) Mr. Bhimshe to ensure that the ducts in all the buildings are cleaned, the material lying in the car park area to be stored in a store room.
  (c) Mr. Sadique Shaikh to ensure that the hanging wires in the garden area to be cleared.
  (d) Members requested that a basketball ring with a pole be installed in the skating area.
- Mr. Mathias informed the members that the hall will be ready in the next 10 days or latest by 26th January, 2019.

Since there were no other points for discussion, the meeting ended with a vote of thanks at 5.00 p.m.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa.

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Minutes of the 'Executive Committee Members Meeting' of "Mathias Ocean Park Association" held at 4.00 p.m. on 07th September, 2019 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, and Dona Paula – Goa.

The Executive Committee Members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman. |
| 2. | Mrs. Nadia Rayani | Treasurer |
| 3. | Mr. Satish Kumar | Joint Treasurer |
| 4. | Mr. Jerry Braganza | Executive Member |
| 5. | Mr. Yogesh Arora | Executive Member |
| 6. | Dr. Peter Rodrigues | Executive Member |

The Executive Committee Members Meeting commenced at 4:15 p.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee Members, subsequent to which, as there was no agenda fixed, the meeting proceeded with reviewing the Minutes of the Meeting held on 23rd June, 2019.

**1. Dog Menace:**

- As the number of dogs roaming the premises has increased drastically, the followings suggestions were put forth by the members (1) Deveppa to continuously keep moving around the premises to keep the dogs away; (2) though it would look shabby, about 1 meters height gate to be fixed at the entrance to the staircase of all the buildings; (3) approach Thunder Force Security, as they have the expertise to eradicate the dog menace; (4) all the openings, especially towards Sagar Society to be closed – ***it was decided that, first use the services of Thunder Force Security to eradicate the dogs and if***

***the same does not work, as a last resort fix gates at the entrance of all the buildings. It was also decided that the openings towards Sagar Society and all around Sector I should be closed.***

- It was also highlighted that some of the occupants are feeding the dogs as a result of which the number of dogs entering the premises has increased – ***it was decided that the Owners/residents/occupants be informed "NOT TO FEED THE DOGS". Also the same was decided to be affixed on the Notice board.***

2. **Security Issues:**

- **Norbert's Fitness Studio:** It was informed that, the members of Norbert's do not have stickers for their vehicles, as the same has not been implemented – ***it was decided that, by 14th September, 2019 all the members of Norbert's will have to be provided with the stickers for both 2 & 4 wheelers, as with effect from 16th September, 2019 entry of Norbert's members into the premises will be prohibited by the Security at the main gate.***

- **Owners/Residents:** Attention was drawn to the Committee Members that, despite of the stickers for the 2 & 4 wheelers being collected by the flat Owners/residents/occupants the same were not being put to use – ***it was decided that all will have to be make use of the stickers for both 2 & 4 wheelers, as with effect from 16th September, 2019 those Owners/residents/occupants not using the stickers their entry into the premises will be prohibited by the Security at the main gate. Also the same was decided to be affixed on the Notice board.***

3. **Owners renting their apartments:**

- As it is becoming very difficult to keep a track of the people currently residing in the property and also for the Security to differentiate between the Owners and renters – ***it has been decided that: (1) all the apartment Owners proposing to rent their apartments will have to provide details of the prospective renters to the***

***Executive Committee prior to signing the rental agreement and in the case of those Owners who have already rented their apartments, the details/information of the renters along with a copy of the rental agreement will have to be provided to the Executive Committee. This will help keep the Committee aware of the residents/occupants in each building as well as help the security staff better monitor the entry at the main gate. (2) The Owners renting their apartments will have to take prior permission from the Executive Committee. (3) Upon receipt of all the details of the Renters and Owners residing in the complex, a list is to be provided to the Security for their reference.***

**4. Other General Issues:**

The decisions on some of the other issues taken by the Executive Committee are as under.

- ***Deposits: (1) Those Owners/Renters proposing to refurbish their apartments will have to compulsorily deposit with the Association a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only). The amount shall be refunded to the concerned party upon completion of the works and upon cleaning the area used for dumping waste material and inspection by the Executive Committee.***

  ***(2) A sum of Rs. 2,000/- (Rupees Two Thousand Only) shall be collected as a deposit from those using the Club House Hall to host their functions, so that in the event the place is not cleant within 24 hours, this deposit shall be used for the said purpose, and will not be refunded to the concerned party.***

- ***Mr. Bhimshie was informed to do the following immediately: (1) Clean all the common areas and parking areas, (2) The trees behind the buildings of Sector I are to be cut and the area to be cleant, (3) Fumigation to be carried out once in three months to keep the mosquitoes at bay, (4) Ensure that, all the vehicles in the parking bay are parked properly, (5) Badminton Court – change the exhausts and open all the windows.***

- ***When works are undertaken at the roundabout or on any of the approach roads in the complex, the vehicles of Norbert's Fitness Studio should not be permitted entry into the complex.***

- ***Swimming Pool – at the time of carrying out the repair works of the swimming pool, the exiting rain water drain covers near the swimming pool will be replaced with Kadapa stone or granite by maintaining gaps.***

- ***Due to safety reasons, Owners/Renters should close the 'Gas Valves' when the apartments are not in use.***

- ***Accounts: in order to streamline the accounts, it was decided that a person be appointed so that accounting, auditing, etc., can be handled for which he/she will be paid Rs. 5,000/- (Rupees Five Thousand Only) a month.***

As there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 5:30 p.m.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa. 403 004

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Minutes of the 'Executive Committee Members Meeting' of "Mathias Ocean Park Association" held at 4.00 p.m. on 14th December, 2019 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The Executive Committee Members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman |
| 2 | Mr. Sadique Shaikh | Secretary |
| 3. | Mrs. Nadia Rayani | Treasurer |
| 4. | Mr. Yogesh Arora | Executive Member |
| 5. | Dr. Peter Rodrigues | Executive Member |
| 6. | Dr. Amar Prabhudessai | Executive Member |
| 7. | Mrs. Azra Shaikh | Executive Member |
| 8. | Ms. Martina D'Costa | Member |
| 9. | Mrs. Haver Vaz | Member |
| 10. | Mr. Julian Mathias | Mathias Construction Pvt. Ltd. |

The Executive Committee Members Meeting commenced at 4:10 p.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee Members & Members, subsequent to which, the meeting proceeded with the agenda.

1. **Maintenance of Swimming Pool:**

- Due to seepage and evaporation there was reduction of water level in the swimming pool by 2 centimeter per day which in turn resulted in peeling of the tiles in many places for which the concerns of the swimming pool will have to be attended to immediately. Hence Mr. Mathias informed the members that the following works will be undertaken for which the swimming pool will have to be kept closed

for about 8 to 10 days, to which the members were in agreement with Mr. Mathias, i.e. (1) blocking the leakage, (2) re-fixing the peeled tiles with special grout, (3) complete grouting of the entire swimming pool as the same is required to be done every three years, (4) fixing new lights of Australian make, (5) replacement of the fiber glass grills with granite stone on the over flow drains along the swimming pool, etc. Members were also informed by Mr. Mathias to participate in the execution works and put forth their suggestions on the subject, to which the members agreed to do the needful – ***it was unanimously decided by all the members that, the above referred works should be executed at the earliest for which the swimming pool will be kept closed for a period of 8 to days.***

**2. Accounts:**

- Mr. Mathias informed the members that, the statement of accounts pertaining to the income and expenses, etc., have been emailed for verification of the Executive Committee, to which the Secretary, Mr. Sadique Shaikh and the Treasurer, Mrs. Nadia Rayani, requested that they be given some more time to check and vet the same.
- Also it was informed to the members that the GST on behalf of the Association is presently being paid by Mathias Construction Pvt. Ltd., (MCPL) for which the same will have to be reimbursed to MCPL. At this juncture the Members requested Mr. Mathias that this issue could be decided including the signing of the cheques of the reimbursement of the above amounts paid by MCPL as GST on behalf of the Association on 19th December's meeting to which Mr. Mathias agreed.

**3. AGM: fixing of date:**

- After much deliberation on the fixing of the date for the AGM– ***it was decided that the AGM should be convened on 26th January, 2020 at 10:30 a.m. after the Republic Day flag hoisting function.***

**4. Any Other Items:**

The decisions on some of the other issues taken by the Executive Committee are as under.

**(A) Lifts:**

**(1)** the members unanimously decided that a thorough investigation of all the lifts in the project is to be carried out as the residents are having a number of problems, some of which are serious.

**(2)** It was also decided that the Executive Committee Members meet the officials of the Lift companies and address the problems to them so that they can find a permanent solution to the repeated issues pertaining to the lifts.

**(3)** It was also decided that a Drill be held for all the residents of Mathias Ocean Park on a convenient day between 10.00 a.m. to 1.00 p.m. to make the residents aware of the precautionary measures to be adopted in case of an eventuality.

**(4)** Strictly no building material is to be carried/transported through the lifts to the respective apartmetns.

**(5)** Installation/fixing of intercom facility in the lifts so that in case of emergency the Security Cabin can be contacted, for which Mr. Julian Mathias has to do the needful by obtaining the quotation for the installation of the intercom facility.

**(B) General:**

**(1)** The flat owners proposing to execute refurbishment works in their apartments will have to give the Association an undertaking and also pay a refundable security deposit of Rs. 15,000/- (Rupees Fifteen Thousand Only) which deposit shall be refunded upon completion of the works, subject to deduction of wear and tear charges applicable, if any.

**(2)** Usage of lifts to transport material to the respective flats is strictly prohibited.

**(3)** Strictly silence is to be maintained in the complex from 2.00 p.m. to 4.00 p.m. and no works to be carried out during the time.

**(4)** Upon completion of the refurbishment of the apartments, the respective Owner shall be responsible to clear the debris/waste, etc., from the apartment and dispose of the same in the appropriate manner.

**(5)** The respective flat owner shall be duty bound to submit the identity proof of its laborers working in the respective apartments.

**(6)** A list of Do's & Dont's required to be complied with by the residents is to be fixed on the Notice board of every building which is strictly to be followed by the residents, for which Mr. Yogesh Arora volunteered to do the needful.

**(7)** The lady going around from flat to flat to collect the dustbin is required to carry two dustbins to every flat in order to collect the dry and wet waste separately.

**(8)** No vehicles are to be parked at the entry poach.

**(9)** Dr. Peter Rodrigues & Dr. Amar Prabhudessai to monitor the fixing of the speed breakers in the complex.

**(10)** In order to bring about discipline and smooth functioning in the complex, the Executive Committee Members are empowered to instruct the staff, monitor the daily needful activities, etc.

**(C) Security Duties:** Besides the existing duties, the security additionally has to do the following:

**(1)** The Security personnel on the cycle will be responsible to escort any outside vehicle with goods/material to the respective flat proposed to be visited.

**(2)** The Security to confirm/verify with the respective flats Owners of the identity of its visitors visiting them.

**(3)** Security to ensure that no vehicles are parked on the entry poach.

**(4)** Dragging of the stick on the floor is to be stopped by the Security as its causes disturbance to the residents.

**(5)** It was decided that the members meet Mr. Sharma on 19th December, 2019 in order to appraise him of the duties to be carried out by his team.

**(D) Norbert's Fitness Studio:**

**(1)** Commencing Tuesday (24/12/2019) Norbert's strictly to implement the affixing of stickers to its members, failing which no one will be permitted entry into the premises.

**(2)** Members of Norbert's Fitness Studio will have to park their bikes on the other side of the entry/exit gate.

**(3)** Members requested that Norbert's is required to keep the corridor lights of the Club House on in the nights at least till 10.00 P.M including on Sundays & holidays as it is very dark in the area at nights.

**(4)** In the mornings Norbert's Members are required to keep their voices in control so as to avoid causing disturbance to the residents.

**(5)** Members requested that Norbert's reserve at least one table tennis board for them.

**(6)** After 6.00 P.M. the use of the Badminton Court shall be restricted only for the use of the residents and not Norbert's Members.

**(E) General:**

**(1)** Mr. Bhimshie was informed to do the following immediately:

(a) Clean all the common areas and parking areas,

(b) The trees behind the buildings of Sector I are to be cut and the area to be cleant,

(c) The garbage at the entry needs to be cleared from time to time as the same looks shabby,

(d) Ensure that, all the vehicles in the parking bay are parked properly,

(e) Badminton Court – change the exhausts and open all the windows,

(f) From 23rd December, 2019 (Monday) Commission the Fountain from 6.00 P.M to 9.00 P.M.,

(g) Cement blocks to be fixed at the corner near the round about.

**(2)** Members requested Mr. Mathias to fix a platform with a sink in the Banquet Hall, for which Mr. Mathias informed the Members that he would study the possibilities to fix the same.

**(3)** Mr. Mathias informed the Members that the water connection was to be inaugurated on 27th November, 2019 but due to a breakdown the same was not possible. However Mr. Mathias informed the Members that Mathias Ocean Park is expected to receive the water connection very soon.

**(4)** Members requested Mr. Mathias to fix the Name Plates with the names of the purchasers at the entry of every building.

**(5)** Members suggested that in order to distinguish who is a Renter and who is the Owner of the flat, the names of the Renters should be displayed on the Notice Board of every building.

**(6)** Members also suggested that a retired person be appointed as Estate Manager for Mathias Ocean Park for which he could be paid a monthly remuneration of Rs. 30,000/- (Rupees Thirty Thousand Only) to Rs. 40,000/- (Rupees Forty Thousand Only) to which Mr. Mathias informed the Members that we would look out for a suitable candidate and inform them of the same.

**(7)** Mr. Arora was pleased to inform the Members that there were no dog problems anymore & it was a big blessing.

As there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 5:25 p.m.

For Mathias Ocean Park Association.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa. 403 004

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Minutes of the 'Executive Committee Members Meeting' of "Mathias Ocean Park Association" held at 4.00 p.m. on 30th May 2020 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The Executive Committee Members and Members present are as follows:

| Sr. Nos. | Members Present | Flat Details |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman |
| 2 | Mr. Sadique Shaikh | Secretary |
| 3. | Mrs. Nadia Rayani | Treasurer |
| 4. | Mr. Yogesh Arora | Executive Member |
| 5. | Dr. Peter Rodrigues | Executive Member |
| 6. | Dr. Amar Prabhudessai | Executive Member |
| 7. | Mrs. Azra Shaikh | Executive Member |
| 8. | Mr. Jerry Braganza | Executive Member |
| 9. | Dr. Eugene Rent | Member |
| 10. | Dr. John Kurian | Member |
| 11. | Mrs. Ashima Arora | Member |
| 12. | Mr. Edwin Dias | Member |
| 13. | Mr. Lloyd Vaz | Accountant |
| 14. | Mr. Julian Mathias | Mathias Construction Pvt. Ltd. |

The Executive Committee Members Meeting commenced at 4:00 p.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee Members & Members present.

Mr. Mathias regrettably informed the Members that the scheduled AGM for 26th January 2020 could not be convened on the scheduled date due to his personal difficulties and might not be held anytime soon due to COVID – 19. The members too

agreed that it is not advisable to hold an AGM immediately considering COVID – 19 is still active and the cases in Goa are spiking by the day.

The meeting proceeded with the agenda.

1. **COVID - 19: to discuss on the measures to be taken/adopted to protect ourselves & others entering the premises:-**

Mr. Mathias informed the Members that as decided in the Executive Committee Members WhatsApp group, the following have been implemented i.e. thermal screening of visitors entering the complex, providing of hand sanitizers at the entrance gate, etc.. Mr. Mathias also requested Members for more suggestions other than those already in force so that they could be strictly implemented for the safety of all at Mathias Ocean Park, as the number of cases in Goa are rapidly increasing. The Members suggested that the following measures be implemented very strictly with immediate effect.

(1) Swiggy/Zomato/Amazon/ any Home delivery personnel/agents should not be permitted entry into the complex beyond the main gate entrance. Instead, the respective Owners/Residents of the flats should go to the main gate to collect their respective parcels.

(2) Entry of outsider's other than the residents of Mathias Ocean Park will be strictly monitored and verified at the main gate entrance i.e. to check if the person is a visitor to the complex, a family member, relative, guest, friend, service provider such as plumber, electrician, etc. Entry of the any such person/s into the complex will have to be authorized by the respective flat owner/resident. The practice of permitting entry of outsiders into the complex is always required to be followed, which will also be monitored by all the Executive Committee Members.

(3) A hands-free foot operated sanitizer dispensing stand is to be installed at the entry of the main gate.

(4) Visitors, Non-residents i.e. out station flat owners, entering the complex and found covering their arms by wearing full /long sleeves, the said person will have to show their hands to the security personnel, when requested, in order to verify if any stamps embossed by the Government i.e. home quarantine stamps, etc.

- **The vehicles of the Gym Members not carrying the NFS passes will not be permitted entry into Mathias Ocean Park without the NFS Passes and instead will have to park their vehicles outside the complex/gate and walk to the Gym.**

- **NFS Management to display the Gym Rules & Regulations for its Members at the Gym Reception within a period of 8 days i.e. the DO's and Don'ts.**

- **NFS Members to park their vehicles (4 Wheelers) strictly only in front of the Club House, for which purpose NFS Management to depute its representative to monitor the parking of its Members vehicles.**

- **Once the 25 parking slots in front of the Club House are fully by NFS Members, the Members will have to park their vehicles outside the complex/gate and walk to the Gym.**

- **NFS Members are not permitted to park their vehicles along the 2 internal roads leading to the buildings nor are they permitted to drive around the complex while exiting the premises.**

- **NFS Members 2 wheelers are to be parked near the circle.**

- **Mrs. Sheryl D'Souza Co-owner of NFS also volunteered to keep a register at the entrance of the Gym wherein all the Members entering the Gym will have to write their name, contact numbers and vehicle numbers on the register, so that for any issue, the Member/s can be contacted immediately.**

- **NFS Management to ensure that it's Members strictly adhere to the Rules & Regulations of the Gym and/or Mathias Ocean Park Association and also ensure that the NFS Members do not use their internal roads to exit from the premises.**

**2. PABX/Intercom facility to be provided in the apartments & lifts:-**

Mr. Badami placed before the quorum 2 Quotations received by the Association for the installation of intercom facility in Mathias Ocean Park i.e. for 364 flats, 26 lifts, 8 lines in the Club House & 2 lines in the Security Cabin, one quotation received was from Excel Engineering Services with a quote of Rs. 23,38,347/- (Rupees Twenty Three Lakhs Thirty Eight Thousand Three Hundred and Forty Seven Only) inclusive of GST and the other quotation received was from Armour Office Automation with a quote of Rs. 23,92,270/- (Rupees Twenty Three Lakhs Ninety Two Thousand Two Hundred and Seventy Only) inclusive of GST.

At this juncture, Dr. Amar Prabhudessai informed the quorum that it was the duty of the Developer to provide this amenity/facility for the project as it was a part of the broacher. However, the Members opined that it is imperative that the service be provided in the Complex, hence **it was unanimously decided by the Executive Committee that the contract is to be assigned to Excel Engineering Services for installation of PABX facility in the project as Mr. Sadique Shaikh is a resident of Mathias Ocean Park . The Members recommended that the handsets to be provided should be with caller ID. Mr. Mathias at this juncture informed the Members that he would negotiate with Mr. Sadique Shaikh for a better price and revert back to the Members on the final amount.**

**Mr. Mathias also informed the Members that Mathias Construction Pvt. Ltd., will bear 25% of the expenses towards the installation of the facility.**

**3. Electrical Maintenance: earthing for the lifts & laying of cables:-**

On inquiring with the Members about the proper functioning of the lifts, the Members informed Mr. Mathias that the lifts presently were functioning without any problems. It was also informed to the Members by Mr. Mathias that once anyone calls the Tollfree number of Schindler

➢ *Maintenance cost per M² increased due to rise in the number of occupants in the complex.*

**Note: Refer to the tabular details of the Maintenance cost and Deposit Balance.**

- For Owners who have purchased before or during the F.Y. 2017 -18, Rs. 242/- per M² i.e. 24.2% has been utilized from Rs. 1,000/- per M² and the balance is Rs. 758/- per M² i.e. 75.8%.

- For Owners who have purchased during the F.Y. 2018 -19, Rs. 189/- per M² i.e. 9.45% has been utilized from Rs. 2,000/- per M² and the balance is Rs. 1,811/- per M² i.e. 90.55%.

- For Owners who have purchased during the F.Y. 2019 -20, Rs. 113/- per M² i.e. 5.65% has been utilized from Rs. 2,000/- per M² and the balance is Rs. 1,887/- per M² i.e. 94.35%.

- Due to efficient management and utilization of the funds by MCPL and the Association towards the expenses incurred at Mathias Ocean Park, the Association has a very healthy corpus.

- Mr. Mathias further also informed the Members that from the 165 flats that have been sold, the maintenance deposits, sinking fund, etc., have been collected from the purchasers of 159 flats, as a result of which the Fixed Deposit's available as of 31st March 2020 in the Maintenance & Sinking Fund Deposits are as under:

  # Maintenance Fixed Deposits: Rs.2,39,50,190/-

  # Sinking Fund Fixed Deposits: Rs.1,22,75,707/-

  The balance 6 purchasers of the flats would be paying the outgoings in a month or two.

- Mr. Mathias informed the Members that despite of poor sales on account of demonetization and GST, MCPL continued to contribute towards the maintenance of the unsold flats. Members were also appraised by Mr. Mathias that due to COVID – 19, the entire Real Estate

industry including MCPL has suffered enormous financial setbacks, thus contributing to the bad financial condition of MCPL. Considering the Real Estate market is going through a difficult time which is expected to continue, Mr. Joe Mathias informed the Members that MCPL will not be able to contribute towards the maintenance expenses on the unsold flats with effect from 01st April, 2020 and requested the Association to maintain the same.

- Members also opined that the Association would have some additional amounts which would be collected from the Owners renting their flats, for which the Estate Manager who would be appointed shortly could be entrusted to do the needful.

The Members upon much deliberation on the matter and upon being satisfied with the clarifications and explanations rendered by Mr. Joe Mathias & Mr. Julian Mathias, were agreeable to the Association maintaining Mathias Ocean Park with effect from 1st April, 2020.

**4. Water Connection:-**

- Mr. Mathias thanked the Members for their patience and cooperation all these years and informed the Members that the water connection had been released for the complex on 18th May, 2020. He further mentioned that in about 2 to 3 months' time, one more water connection would be obtained so that the residents get ample water supply for domestic use. Members were also informed by Mr. Mathias that with the release of another connection, the Association would be saving a lot on the expenses of tanker water, the cost of which is exorbitant. Mr. Mathias also informed the Members that treated water from the Sewage Treatment Plant was being used to water the gardens.

**5. Accounts:-**

**(a) Confirmation of the Audited Accounts of F.Y. 2018 -19:**

As the accounts were presented to the Executive Committee at the Meeting convened on 14th December 2019, after which the

returns were also filed, the same were taken as approved and accepted by the quorum.

**(b) Presentation of the Unaudited Accounts of F.Y. 2019 – 20:**

Mr. Mathias informed the Members that should they have any query on the accounts of FY 2019-20, they could email their queries on the same to MCPL for which the relevant clarifications would be provided. At this juncture some of the Members sought for a clarification on the payment of the electricity charges/payment for the Club House for which they were informed by the accountant, Lloyd that the said charges were paid for by the Association only for the common areas of the Club House, Guest Rooms and the stairway leading to the Guest rooms for which the Members were satisfied with the clarification. It was also informed to the quorum that Norbert's is bearing the entire expenses of the Club House.

Mrs. Nadia Rayani, Treasurer and Mr. Sadique Shaikh, Secretary and all the Executive Members informed Mr. Mathias that they had perused the accounts, for which they felt the same were in order and accepted it to be in order. Hence as there were no queries by the Members present, the accounts were taken as approved and accepted by the Members.

**(c) Net Banking access:**

To enable MCPL to view the balances of the accounts held with HDFC Bank and Canara Bank respectively, Mr. Mathias informed the Members that access to Net Banking facility would have to be applied for to the respective Bank, to which the Members unanimously agreed and also volunteered help when required.

**6. Any Other Subject:-**

The decisions on some of the other issues discussed and taken by the Executive Committee are as under.

**(A) Change in Security:**

**(1)** The Members expressed their disappointment with the present Security provider, as they felt the Security personnel were not efficient and opined that the Services of **United Security Services** be terminated with effect from 01st July, 2020. It was unanimously decided by the Members that the services of United Security Services be terminated and that quotations from the best agencies in the market be sought for and finalized by an appointed committee, even if it meant an increase in security cost as having efficient service was of utmost importance.

**(2)** In order to interview and finalize the new Security Agency for Mathias Ocean Park, the following Members were unanimously nominated as panelists for the interview (a) Mr. Yogesh Arora, (b) Mrs. Nadia Rayani, (c) Mr. Sadique Shaikh and (d) Mr. Julian Mathias.

**(3)** It was also decided by the Members that a detailed quotation be obtained from Thunder Force Security as they are one of the best in Goa and are very efficient in their work.

**(B) Appointment of Estate Manager:**

(1) Mr. Mathias suggested to the Members that a retired person or an Ex-Army/Military Officer could be appointed as Estate Manager for the project for which he could be paid a monthly remuneration of Rs. 30,000/- to Rs. 40,000/-. The Estate Manager would be responsible to look after and manage the day to day affairs of the entire project and the details of his duties would be allocated him in due course. To enable the Estate Manager to carry out his duties, he would be given an office, a mobile handset and anything else that he may require. Mr. Yogesh Arora strongly suggested that Mr. Mathias should proceed in appointing an Estate Manager along with the assistance of the Executive Committee, which decision was also supported by the quorum upon deliberation.

(2) Some of the key responsibilities of the Estate Manager would be as follows: (a) Single Point of Contact for all the Owners/residents of

Mathias Ocean Park, (b) incharge of Security, (c) housekeeping, (d) water supply, (e) electricity, (f) maintenance & upkeep of the entire project, (g) Lifts, (h) STP, (i) collecting the amounts from the Owners renting their flats, etc.

**(C) General:**

1. Mr. Edwin Dias, resident of building Gran Canaria C informed the quorum that one out of the two lifts of the building was nonfunctional to which Mr. Mathias informed the quorum that the necessary will be done immediately on checking with the lift company. Members were also requested to be patient in the matter as the technicians are not available due to COVID – 19 because of which there could be delay in resolving the matter.

2. Mr. Julian Mathias informed the quorum that to fix an intercom facility for all the elevators and the security cabin it would cost about Rs. 4,30,000/- (Rupees Four Lakhs Thirty Thousand Only). The Members then requested Mr. Julian Mathias to obtain a quotation for the inter-com facilities for the entire project including all the flats.

3. The Members also expressed their concern of the numerous wires hanging on the building which has resulted due to improper fixing of the broadband connection/line by DNA for which Mr. Mathias informed the Members that the needful would be done. At this juncture Mr. Mathias informed the quorum that the necessary provision was made for all the flats, which was also confirmed by Mr. Sadique Shaikh who had done the electrical works for all most all the buildings in Mathias Ocean Park.

4. The quorum suggested that letter heads of Mathias Ocean Park Association be printed with proper address, email address, etc., to which Mr. Mathias informed the Members that he will do the needful.

5. The quorum informed Mr. Mathias that there is debris lying in a few places in the project, to which Mr. Mathias instructed Mr. Prabhu, Site Engineer to clear the same within 5 days.

6. Members requested that when the Guest rooms are occupied the common lights i.e. stair case area leading to the Guest House should be left on 24x7 so also in the common areas of the Club House, as the Association is bearing the expenses of the same.

7. Members requested that the Do's and Dont's required to be followed by the residents, should be displayed on the Notice Boards of every building.

8. The present EC Members stated that 3 more Members were required to be inducted to the Executive Committee for which the following 3 members were unanimously nominated:
   (a) Dr. Eugene Rent – New Executive Committee Member,
   (b) Dr. John Kurian – New Executive Committee Member; and
   (c) Mr. Edwin Dias – New Executive Committee Member.

As there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 5.30 p.m.

For Mathias Ocean Park Association.

Joe Mathias
Chairman

# Mathias Ocean Park Owner Association

First Floor of the Club House, Mathias Ocean Park

Opp. NIO Colony, Dona Paula – Goa

Minutes of the Annual General Body Meeting of "Mathias Ocean Park Association" held at 10:00 a.m. on 15th August 2021 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa. 403 004

Members present are as follows:

| Sr Nos. | Name of Owners | Flat Nos. | Building |
|---|---|---|---|
| 1 | Mr. Joe Mathias | MD - MCPL | |
| 2 | Mr. Julian Mathias | JMD - MCPL | |
| 3 | Mr. M V Badami | 502 | Gran Canaria B |
| 4 | Mr. Sadique Shaikh | 201 | Boa Vista 'A' |
| 5 | Dr. John Kurian | 303 | La Gomera |
| 6 | Mr. Yogesh Arora | 302 | La Gomera |
| 7 | Dr. Deb Chandhu | 202 | Boa Vista 'A' |
| 8 | Mr. Mahesh Dhamapurkar | 203/204 | Gran Caneria 'A' |
| 9 | Mrs. Shubha Dhamapurkar | 203/204 | Gran Caneria 'A' |
| 10 | Mrs. Lata Mishra | 703 | La Palma |
| 11 | Mr. Atul Mishra | 703 | La Palma |
| 12 | Mr. Sanjay Kulkarni | 101 | Flora |
| 13 | Mr. Randhir Nath | 502 | Gran Caneria 'A' |
| 14 | Mr. Sanil Naik | 604 | La Gomera |
| 15 | Dr. Dinesh Swamy | 603 | La Palma |
| 16 | Mr. R Mehta | 502 | La Gomera |
| 17 | Mrs. Maria Rajan | 101 | Boa Vista |
| 18 | Mr. Jagbir Sinha | 401 | Boa Vista 'B' |
| 19 | Mrs. Haver Vaz | 101 | Gran Canaria |
| 20 | Ms. Martina | 104 | La Palma |
| 21 | Mr. N Prabhakaran | 104 | Boa Vista 'A' |
| 22 | Mr. Carmo Barretto | 504 | La Gomera |
| 23 | Mr. J. S. Patil | 204 | La Gomera |
| 24 | Mr. Jaspal Sinha | 204 | La Palma |

| | | | |
|---|---|---|---|
| 25 | Mr. Prince Arora | 404 | Flores 'B' |
| 26 | Mr. Devraj J Samant | 104 | Flores 'B' |
| 27 | Mrs. Siby Kurian | 303 | La Gomera |
| 28 | Mrs. S. Neetu | 304 | La Gomera |
| 29 | Mr. Mousami Singh | 204 | La Palma |
| 30 | Mrs. Puja Sinha | 401 | Boa Vista 'B' |
| 31 | Mr. Avdhi Pillai | 402 | Azores 'B' |
| 32 | Kimaya Mandrekar | 101 | Flores 'A' |
| 33 | Cdr Afzal Khan | 501 | Gran Canaria 'A' |
| 34 | Elaine Barretto | 603 | La Palma |
| 35 | Sandesh Tendolkar | 601 | Gran Canaria 'B' |
| 36 | Cruz R. Dias | 202 | Gran Canaria 'B' |
| 37 | Jovinho Martis | 102 | Boa Vista A |
| 38 | Marta Martis | 102 | Boa Vista 'A' |
| 39 | Dr Mansi Prabhudesai | 302 | La Palma |
| 40 | Krishna Kumar Mishra | 104 | Gran Caneria 'A' |
| 41 | Anjali Chatterjee | 404 | La Gomera |
| 42 | Ashishkumar Chatterjee | 404 | La Gomera |
| 43 | Vishal Walawalkar | 403 | Gran Canaria 'A' |
| 44 | Dr Daval H Fadadu | 404 | Gran Canaria 'C' |
| 45 | Dr Rohan Badare | 503 | Gran Canaria 'A' |
| 46 | Pawan Rane | 204 | Boa Vista 'B' |
| 47 | Ashwin George | 101 | La Gomera |
| 48 | Areef Sardar | 203 | Gran Canaria 'B' |
| 49 | Vijay Khedekar | 201 | Gran Canaria 'A' |
| 50 | Dr Peter Rodrigues | 302 | Boa Vista 'A' |
| 51 | Ms Amrita Rodrigues | 302 | Boa Vista 'A' |
| 52 | Mrs Azra Shaikh | 201 | Boa Vista 'A' |
| 53 | Mrs Usha Mehta | 502 | La Gomera |
| 54 | Ms Revati Kumar | 103 | Gran Canaria 'B' |
| 55 | Pratap Sawant | 301/302 | Gran Canaria 'A' |
| 56 | Dr. Eugene Rent | 60 | La Gomera |
| 57 | Dr Amavel Pereira | 604 | Gran Canaria 'C' |
| 58 | Rajesh Desai | 303 | La Palma |

The Annual General Body Meeting commenced at 10.15 a.m. with the Mr. Joe Mathias, the Chairman, welcoming all the Committee Members and Members present. Mr. Mathias informed the Members that the AGBM which was proposed to be held in May 2021 could not be held on account of COVID-19 and hence the Meeting is being convened today i.e. 15th August, 2021.

Subsequent to the Mr. Mathias welcoming the members the AGBM proceeded with the points on the Agenda.

**1. Election of new Executive Committee**:

Mr. Mathias informed the Members present that the rules for the elections were circulated to all the Members previously and accordingly Members should be nominated and/or elected, wherein there should be one Member from every building as far as possible and he/she should be residing within the premises. As representation from every building was not achievable it was resolved to elect able and willing members without consideration to their building of residence. Accordingly, the following were inducted as Members to the New Executive Committee:

i. Dr. Peter Rodrigues.
ii. Dr. Eugene Rent.
iii. Ms. Revati Majumdar.
iv. Mr. Yogesh Arora.
v. Mrs. Lata Mishra.
vi. Mr. Carmo Baretto.
vii. Mr. Prashant Chopra.
viii. Mrs. Nadia Rayani.
ix. Mr. Sadique Shaikh.
x. Mr. Prince Arora.
xi. Mr. Randhir Nath.
xii. Mr. Joe Mathias.

From the above 12 Executive Committee Members the following were elected as authorized signatories and/or key Members of the Executive Committee Members:

- Mr. Joe Mathias - Chairman
- Dr. Eugene Rent - Secretary
- Mrs. Nadiya Rayani - Treasurer
- Mr. Prashant Chopra - Member
- Dr. Peter Rodrigues - Member
- Mrs. Lata Mishra - Member
- Mr. Sadique Shaikh - Member
- Mr. Prince Arora - Member
- Mr. Randhir Nath - Member
- Ms. Revati Majumdar - Member
- Mr. Yogesh Arora - Member
- Mr. Carmo Baretto - Member

Following a discussion with potential candidates the above posts were confirmed.

Mr. Mathias thanked the outgoing Executive Committee for all their efforts put in by them for the betterment of the project and also welcomed the new Executive Committee.

With regards to the nomination of Ms. Kimaya Mandrekar as member of the Executive Committee it was observed that she was not a flat owner and hence could not have been a member of Mathias Ocean Park Association and hence she had to be dropped as an Executive Committee member.

**2. Amendments of Bye Laws**:

The proposal for amending the Bye Laws was deliberated in details and after prolonged discussion on the same the following was unanimously decided by the GENERAL BODY:

(a) No inducting of new Members in between into the Executive Committee.

(b) The term of the Executive Committee Members will be for a period of 2 years.

**3. Accounts for F.Y. 2020 – 21 & passing of the same and passing of the same**:

Mr. Mathias informed the quorum that by email dated 17th April, 2021 the statements of the maintenance of the members upto 31st March 2021, the statement of income and expenditure for FY20-21 and the fund position of the Association were sent to all the Owners. It was also informed to the Members that their queries to the said statements, if any should be sent within a period of 2 -3 days to Mathias Construction Pvt. Ltd. To which the quorum agreed. The quorum was also informed that the accounts upto 31st March 2019 were audited and hence the same was confirmed & accepted.

**4. Approving of major expenses**:

The proposal for installation of AC's in the table tennis room and Pool Table room of MOPA was placed before the quorum and it was unanimously decided that the matter be placed before the Executive Committee for approval and necessary action in the matter. It was also proposed and decided by the quorum that going forward a minimum of 3 quotations should be obtained before awarding the contract to anyone.

**5. Additional Parking of Vehicles (western side):**

As the residents of La Gomera and Gran Cnaria were facing a lot of hardships in parking their vehicles in their respective designated parking slots on account of the vehicles that were parked on the inner lane, the only way that the issue could be resolved was by moving and/or cutting the existing 16 trees that were in the stretch of the road/lane. Hence in order to lay the issue to rest, the matter was placed before the AGBM.

The quorum unanimously resolved that the 16 trees should not be cut and instead proposed that the same be shifted to another location for which the same could be shifted to the other side of the road i.e. the area between Sector I and the proposed road of Sector II, for which Mr. Mathias informed the quorum that all efforts would be made to preserve trees during construction of Sector II. It was also informed to the Members by Mr. mathias that expenses would have to be incurred by the executive committee for relocating the 16 trees for which the quorum agreed to bear the same. The parking problems behind buildings La Gomera and Gran Canaria building was deliberated in details during the meeting. The Chairman informed the quorum that the trees will be shifted towards the other side of the road so that the vehicles could be easily parked/moved. It was decided by the quorum that the appropriate steps should be taken by the Executive Committee after ascertaining the possibility and physicality at the site with the assistance of an expert person to handle the matter with a minimum cost.

**6. Appointment of Facility Management Services for the upkeep of the project:**

It was informed to the quorum by the chair that residents were complaining that the housekeeping service rendered by the preset housekeeping staff is not satisfactory and as such

some members proposed that an agency be appointed to do the needful, for which the matter was placed before the AGBM for its decision. It was also informed to the members that the expenses presently INCURRED for the maintenance and upkeep is about Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) per month while if an agency is appointed the monthly expense for the same would be about Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) and that the costing of the same would annually increase. Members proposed to the Executive Committee that the number of workers should be increased from 4 to 8 or more for better effectiveness before appointing an agency. However, the quorum decided that as the subject involves a lot of study, discussion, negotiations, etc, the decision on the same can be taken by the Executive Committee, accordingly quotations are to be obtained and placed before the Executive Committee and upon interviewing, negotiating, etc., with the agency, the Executive Committee to decide on the matter and appoint the suitable agency.

**7. Formation of Sub- Committees:**

It was unanimously decided by the quorum that the Executive Committee is empowered to take all the necessary steps and decisions pertaining to Mathias Ocean Park Association and hence there was no need for appointing any sub committees.

**8. Thunder Force Security Services:**

The Members expressed that the services rendered by Thunder Force was not satisfactory and also the manpower deployed at site is not sufficient due to the size of the complex. Mr. Mathias informed the quorum that the matter was discussed with the officials of Thunder in the Executive Committee Members meeting held on 31/07/2021 and they

had ensured that they would be more diligent in their work. The Members also opined that there was no improvement in the security as the security is not maintaining proper visitors register. In order to streamline the security of the project, the details of the visitor's entering the premises is required to be maintained by the Security personnel in the register at the entry gate. i.e. Name, Contact No., Address, Name of the person he/ she are visiting, entry/exist time etc. to be recorded in the visitor's register.

As the members felt that Thunder Force was not doing a good job as per the standards, the quorum opined that the security services could be changed as the contract assigned to Thunder Force was due for renewal. Dr. Eugen Rent volunteered to obtain quotations from various security agencies and place the same before the Executive Committee for which the quorum empowered the Executive Committee to take a decision on the appointment of the security agency.

**9. Any other subject:**

(a) **Owners Renting their apartments:**

It is observed by the Committee that it is very difficult to keep a track of the people currently residing in the flats and also for the security to differentiate between the owners and the renters. The committee has decided that all the apartment owners proposing to rent their flats will have to provide details of the respective of the rentals to the Executive Committee prior to signing the agreement. This will help the Committee be aware of the residents/occupants in each building as well as help the security staff better monitor the entry at the main gate. The owners renting their apartments will have to take prior permission from the Executive committee.

- Collect money from the flat owners renting their flats.
- If the owners renting their flats do not pay their monthly contributions to the Association, it was resolved that their tenants vehicles will not be permitted into the complex.
- Estate Manager authorized to do the needful.

(b) **Registration of Society**:

The proposal for registration of Society was discussed in various norms during the meeting. After deliberating the proposal, the Committee decided to form a "Housing Co-operative Maintenance Society" instead of "Housing Co-Operative Society" considering most of the flats are sold and sale deed is issued.

- The quorum wanted that the association be registered as a recognized entity.
- Dr. John Kurian volunteered to share the details on the formation of the Maintenance Housing Cooperative Society and Housing Cooperative Society.
- Mr. Afzal Khan also volunteered to share information on the formation of the registered association of owners.
- AGBM empowered the Executive Committee to decide on the formation of the entity for Sector I and accordingly take necessary steps in registering the same, of which the first preference would be formation of housing society and second option would be formation of maintenance housing cooperative society.

**(c) 2 & 4 Wheeler Passes:**

- The 2 & 4 wheeler passes should bear a serial number for the purpose of identification so as to ascertain to which flat the same has been given to.
- Number of cars and 2 wheelers to be restricted per flat that is a maximum of 2 cars and 2 two wheelers per apartment.
- Every resident should compulsorily have the stickers on their vehicles.

**(d)Implementation of Visitor's Pass:**

- The system of Visitor's Pass should be introduced in the complex so as to maintain record of the people entering and exiting the complex.

**(e)Norbert's Fitness Studio:**

- The clients of NFS should compulsorily use stickers on their cars as they remove the card upon entering the premises and identification becomes a problem for the security and flat owners.
- NFS clients rashly driving around the complex, NFS to be informed of the same and said member needs to be blacklisted.
- Estate Manager empowered to address the matter pertaining to NFS clients to the management of NFS.
- In cases of repeated non-compliance by any client of NFS, such defaulters be brought to the notice of the Administrative personnel of NFS and thereafter a list of defaulters be maintained at the Gate by Security and debarred from entering the colony for use of NFS.
- Further clients be restricted to usage of the facilities of NFS alone, without use of walking paths, garden and colony roads beyond that necessary for parking. Estate Manager and Security Personnel be empowered to enforce the same.

**(f) PWD water supply:**

- Mr. Mathias informed the quorum that the Government has granted its approval for the 2nd water connection and that the same is pending before the Principal Engineer for further steps and with the release of the 2nd water connection the water issue of the residents would be solved.

**(g)Appointment of External Auditor:**

- It was decided to appoint an external auditor for the accounts pertaining to MOPA.

**(h) Circulations on Minutes of the Meetings:**

- It was decided that the minutes of all the meetings including that of the Executive Committee will be circulated amongst all the members every quarter.

**(i) Repairs and fixing of lights, etc:**

- Get the garden lights repaired, as the same are not working.

- The light of the cross to be replaced.

**(j) Census:**

- It was decided that the committee along with the assistance of the estate manager and the security will conduct a census of the current residents of the complex. The details will include owners name, current occupants, phone number and car vehicle numbers.

**(k) One way driving around the complex:**

- It was decided that we will explore the option of making the roads within the colony as one way in order to facilitate proper movement of traffic.

**(l) Stairwell Rooms:**

- The stairwell rooms be cleaned and locked with a master-lock? to prevent accumulation of debris. Agencies may obtain the key from the Estate Manager/Security to access the same, as needed.

**(m) Restriction and Prohibition of letting-out of Apartments for short-terms rentals**

- In view of the security risks associated with leasing apartments without police-verification to individuals for short-term basis, the AGM resolved to restrict the practice of the same by Members.

**(n) Leakage in Common Areas:**

- Members brought to the attention of Mr. Mathias several common-areas exhibiting signs of seepage necessitating repairs. Mr. Mathias deputed Chief Engineer to survey the same and take action as necessary to eliminate the same.

As there were no other points for discussion, the meeting ended at 12.30 p.m. with a vote of thanks by Mr. Joe Mathias.

For Mathias Ocean Park Association

Joe Mathias,
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula, Goa – 403004

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Minutes of the "Executive Committee Members Meeting" of Mathias Ocean Park Association" held at 4.30 pm on 23rd January 2021 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula, Goa.

| Sr.No. | Members Present | Designation |
|---|---|---|
| 1 | Mr. Joe Mathias | Chairman |
| 2 | Mr. Sadique Shaikh | Secretary |
| 3 | Mrs. Nadia Rayani | Treasurer |
| 4 | Mr. Yogesh Arora | Executive Member |
| 5 | Dr. Peter Rodrigues | Executive Member |
| 6 | Dr. Amar Prabhudessai | Executive Member |
| 7 | Mrs. Azra Shaikh | Executive Member |
| 8 | Mr. Jerry Branganza | Executive Member |
| 9 | Dr. Eugene Rent | Executive Member |
| 10 | Mr. Satish Kumar | Executive Member |
| 11 | Mr Percy Daruwala | Resident member |
| 12 | Mr. Julian Mathias | Mathias Construction Pvt. Ltd. |
| 13 | Mr. William | Norbert Fitness Studio |
| 14 | Mr. Ganguly | Thunder Force Limited |
| 15 | Mr. M. V. Badami | Mathias Construction Pvt. Ltd. |

The Executive Committee Members Meeting commenced at 4.30 p.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee Members and Members present.

**Chairman's remarks**

Mr. Mathias took an opportunity to appreciate the remarkable contribution of every member of the Committee who have taken utmost care and precautions during lockdown and post lockdown period of pandemic and thanked them for their support as not a single case of COVID-19 was detected in Mathias Ocean Park.

## AGENDA

**1. Approval of the Minutes of the Meeting held on 30/05/2020**

Executive Committe approved the Minutes of the Meeting held on 30/05/2020. The minutes of the previous Meeting were read.

**2. Review of the New Security Services, Thunder Force**

It was informed by various members of the Executive Committee that the Security personnel were negligent in performing their duties and responsibilities. A few of the lapses are as follows:

a. Security guards do not make routine rounds to check for noise/disturbance.
b. Outsiders cars are allowed without proper inquiry or nor is there a record kept in the register.
c. Residents car without stickers are allowed within the complex.
d. Speed limits not enforced within the complex.
e. Brokers park their vehicles in front of the buildings and not in the designated parking areas.

Upon questioning, Mr. Ganguly, Security Supervisor informed the members that some of the residents were not co-operating with him. Many times, he requested residents not to drive over the speed limits within the gated complex but to no avail. The Committee requested Mr. Ganguly to note down the vehicle number and inform the Committee members so that they can take note of such incident and can act.

It was suggested by the Members that the Security Officer should make a round throughout the day at hourly interval especially when kids play around 6.00 pm. Security personnel should continue doing the same every one hour for vigilance.

The Security supervisor should inquire from the driver of each vehicle without a sticker, record in the register the details of all visitors including car registration number, name, address and mobile number, the purpose of visit etc. Incase of speeding, he should inform the driver to refrain from doing so and incase of rash driving he should inform a member of the executive committee if required. He should also inform Brokers to park their vehicles in parking lots and should not park in front of the buildings or lobby.

It was decided by the Members that the Thunder Force Limited Company shall be liable to pay an amount of Rs.10,000/- (Rupees Ten Thousand Only) as fine for allowing residents vehicles (without stickers) and for allowing visitors vehicles without making entry in the register. Mr. Ganguly did not give his concurrence as he has no authority to give his comments on fine and hence issue of imposing fine kept in abeyance. Hence, it is decided to take up this issue for discussion in next Meeting.

**3. Shifting of Electric Pole:**

Some of the members mentioned that the lighting around the children's play area was insufficient. It was decided that a light pole which was not in use be shifted hence Mr. Mathias requested Mr. Sadique Shaikh to shift the electric pole to the children's play area.

**4. Re-open of Norbert's Fitness Studio:**

Since the pandemic situation in Goa had improved and was under control, Mr. Mathias requested the members to permit Norbert's gym to reopen.

Authorized Representative of Norbert's Fitness Studio, Mr. William had explained that they will re-open the gym with limited members as mentioned in the MHA Orders and Guidelines strictly following SOP's. Mr. William also mentioned that they were successfully running other gym's in Goa following all the required safety precautions.

The Committee has considered the request of Mr. Norbert Dsouza to re-open Norbert Fitness Studio Gym and grants permission to re-open immediately but must strictly follow the Standard Operating Procedures (SOP's), Orders and Guidelines issued by the Ministry of Home Affairs, Govt. of India.

It was suggested by the Members that the gym members should not park their vehicles at unauthorised places or common areas. The members can park their vehicles only at the parking place designated by the Association and should use parking stickers for the purpose of security and vehicle identification. The gym members should not use/occupy the swimming pool, badminton court or loiter in the garden area and should not cause any inconvenience to fellow residents.

**5. Segregation of garbage:**

Some members expressed their concern regarding the segregation of garbage and the process of garbage collection within the complex. Improper waste segregation can create chronic health problems, so it is important to dispose of and segregate the waste.

The Committee has decided to get 2 to 3 quotations from service providers who are dealing with facility management.

It was decided that the Owner's carrying out any renovation work should take responsibilities to clear their construction waste/debris after completion of work.

It was pointed out by the Members that the Village Panchayat of Taleigao is not collecting garbage regularly as a result dust bins get full and members dump garbage outside the bins.

Chairman requested Mr. Badami to discuss the garbage issue with the Village Panchayat of Taleigao to collect garbage regularly and requested Mr. Badami to increase dust bins as the occupancy in the buildings has been increased.

**6. Any Other Item:**

**a. Identity cards for daily workers:**
Identity cards to be provided for temporary/daily workers while entering the complex. Children of daily workers/household servants are not allowed in the complex.

**b. Intercom Facility:**
As per the suggestion made by the Members, it was decided to install an Intercom system in order to streamline communication between the residents and the security cabin. Security cabin could use the system to enquire and verify about guest visits/parcel deliveries/service providers with the respective residents. Mr. Sadique Shaikh will provide a quotation and 2 other quotations will also be sought within a weeks' time.

**c. Water supply by PWD connection**
It was informed to the committee that the water supplied by PWD line was still insufficient as the number of residents within the complex had increased over the past year. Mr Mathias mentioned that he was in the process of applying for another two water connections to ensure that there would be adequate supply.

**d. Tenants Verification Form:**
The Flat Owner is obliged to carry out police verification of the tenant/licensee while giving premises on rent.

The documents to be enclosed are:
a. Self attested copy of PAN Card/AADHAR Card /ELECTION ID Card of Owner.
b. Copy of Electricity Bill of the tenanted /licensed premises.
c. Self attested copy of PAN Card/AADHAR card of Tenant/Licensee.
d. Two colour passport size photographs of Tenant/Licensee.

Tenants Verification Form to be submitted to the Incharge of Panaji Police Station and the inwarded copy should be given to the Security Officer of Mathias Ocean Park on or before 05/02/2021. It is decided in the Meeting that the Tenants Verification should be strictly implemented with effect from 05/02/2021.

**e. Monthly salary of Security Personnel:**
Mr. Ganguly, Security officer informed the members that there was a delay in payment of previous monthly salary. The Chairman assured Mr. Ganguly that he will communicate to the Thunder Force Limited to pay all security personnel monthly salary on or before 7th of every month.

**f. Appointment of Estate Manager**:
It was decided to engage the services of the Estate Manager to look after and manage the day-to-day affairs of the entire project. Mr Mathias mentioned that he was on the lookout for someone and suitable candidates could be interviewed by a few EC members.

**g. Name plates of Owners at building lobby:**
Members requested Mr. Mathias to install owners name plates at the lobby of each building. Mr Mathias informed the members that the boards would be installed within a month's time.

**h. Pool and Squash court facilities**
Members requested Mr Mathias to look into setting up the squash court in the Clubhouse to which he agreed that he would look into the matter. Members also requested the Mr Mathias to sort out the pool leakage issues. Mr Mathias mentioned he would organise a meeting between a pool contractor and a few members so that this issue could be resolved.

**i.** Residents with pets should ensure that any mess created by the pet within the complex should be cleaned by the resident or the resident should walk the dog outside the complex.

**j.** No cats should be allowed or fed in the gated complex.

**k.** Since we have controlled the stray dog menace by proper barricading along the complex boundaries, it was decided by the Committee to discontinue Mr. Devappa's services.

**l.** Due to pandemic situation, Committee cannot have AGM with maximum number of Members as some members are staying out of Goa and they cannot come for meeting. It is decided by the Committee to send the Minutes of the Meeting by email for the information of all apartment owners.

As there were no other points for discussion, the meeting concluded with a vote of thanks by Mr. Mathias at 6.15 pm.

*For* Mathias Ocean Park Association

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa. 403 004

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Minutes of the 'Executive Committee Members Meeting' of "Mathias Ocean Park Association" held at 4.30 p.m. on 20th March 2021 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa.

The Executive Committee Members and Others present are as follows:

| SR. NOS. | MEMBERS PRESENT | |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman |
| 2 | Mr. Sadique Shaikh | Secretary |
| 3. | Mrs. Nadia Rayani | Treasurer |
| 4. | Mr. Yogesh Arora | Executive Member |
| 5. | Dr. Peter Rodrigues | Executive Member |
| 6. | Dr. Amar Prabhudessai | Executive Member |
| 7. | Mrs. Azra Shaikh | Executive Member |
| 8. | Mr. Jerry Braganza | Executive Member |
| 9. | Dr. Eugene Rent | Executive Member |
| 10. | Dr. John Kurian | Executive Member |
| 11. | Mr. Satish Kumar | Executive Member |
| 12. | Mr. Julian Mathias | Mathias Construction Pvt. Ltd. Joint Managing Director |
| 13. | Mr. Mallikarjun Badami | Mathias Construction Pvt. Ltd. Chief Engineer |
| 14. | Mrs. Sheryl D'Souza | Co-Owner Norbert's Fitness Studio |
| 15. | Mr. William Xavier | Representative Norbert's Fitness Studio |
| 16. | Mr. Sukdeb Dubey | Representative Thunder Force Security Services |

The Executive Committee Members Meeting commenced at 4:40 p.m. with the Chairman, Mr. Joe Mathias welcoming all the Executive Committee & other attendees present.

The meeting proceeded with the agenda.

1. **Norbert's Fitness Studio: Issues of Parking & Entry of Guest's:-**

On resumption of the Gym operation by Norbert's Fitness Studio (NFS), there were certain issues that were faced by the residents and the management of NFS due to the haphazard parking of NFS guest's and the guest's vehicles of NFS entering the premises without stickers on their vehicles, driving around the complex while exiting, etc.

The Executive Committee Members recommended that the vehicles of all the members of NFS should have stickers on their vehicles as identifying the same is easier.

The Representatives of NFS recommended that their members are not agreeable to affixing stickers on their vehicles but instead are agreeable to placing NFS Passes on the dashboard of their vehicles.

Upon prolonged discussion on the subject and disagreement of Mr. Yogesh Arora on the placing of the NFS passes on the dashboard of the Vehicles, the Executive Committee proceeded to decide the following and monitor the same for a period of 30 days:

- **All NFS Members vehicles entering the premises shall affix NFS stickers on the windshield or place the NFS Passes on the dashboard of their vehicles until they exit Mathias Ocean Park.**

- **The NFS passes issued by NFS to its Members shall always remain on the dashboard of the vehicles while the vehicle is parked in the premises of Mathias Ocean Park.**

(5) New home buyers, Out of Station Flat Owners/residents returning back to their homes in the complex will have to mandatorily comply with all the existing MHA guidelines and the SOP's laid down by the State Government from time to time.

(6) Mr. Mathias also informed the quorum that the Sales team of Mathias Construction Pvt. Ltd., (MCPL) is taking maximum care and precautions when prospective purchasers visit the sales office for inquiries. Also, minimal time is being spent to view the flats by these prospective Purchasers.

(7) Security Personnel to strictly adhere to & implement the instructions of the Executive Committee Members.

(8) Swimming Pool to be kept closed until further orders.

**2. Norbert's Fitness Studio: Management of the Club House by Norbert's, rentals, protective measures to be adopted, etc.:-**

- Mr. Mathias informed the quorum that Mr. Norbert D'Souza is doing a fine job with the Club House for which he is bearing the entire expenses of the Club House, except for the guest rooms and the common areas of the Club House. Due to this, the Association's maintenance expenses have been reduced substantially and it is saving large amounts on maintenance expenses. Mr. Mathias also informed the Members that the residents are using the Gym facilities free of cost.

- Many members opined that presently Norbert's guests should be restricted entry into the complex as COVID – 19 is still active.

- Members suggested to Mr. Mathias to work out at some point in the future, the feasibility of the Association running and managing the Club House. At this juncture Mr. Mathias informed the quorum that the way forward will have to be discussed with Mr. Norbert D'Souza once the project is fully occupied and/or sold out by MCPL and accordingly a decision will have to be made at the relevant time.

- Members were also informed by Mr. Mathias that MCPL has an Agreement for the Club House with Norbert's for 15 years, and that large investments were made by Mr. Norbert which the Executive Committee Members were aware of. Hence a win-win situation would have to be arrived at for both the Association & Norbert's. Attaching herewith are some emails exchanged between Mr. Norbert, MCPL & the Executive Committee for reference.

  Upon much deliberation on the matter it was decided that a decision permitting Norbert's to reopen the Gym would be taken at the appropriate time as and when the Government permits opening of Gym's.

**3. Maintenance Expenses of Mathias Ocean Park w.e.f. 01st April, 2020:-**

- Mr. Mathias informed the Members that, in the cases where MCPL collected Rs. 1,000/- per square meter towards the maintenance deposit from the initial Purchasers, the amount was planned to be utilized for a period of 3 years and if any balance remained, it would be utilized towards the expenses for the fourth year. Mr. Mathias also further informed the quorum that it was from 2018 onwards that Rs. 2,000/- per square meter was collected by MCPL towards the maintenance deposit, which was planned to be utilized for four years and if any balance remained, it would be utilized for the fifth year.

- Mr. Joe Mathias and Mr. Julian Mathias explained to the Members the way the maintenance deposits collected from the Purchasers were utilized to incur the maintenance expenses over a period of time. The calculations explained to the Members is below in a tabular form:

**MOPA Maintenance cost and Deposit Balance:**

| **Balance Maintenance Deposit at the end of the year** (Rs. per $M^2$) | | | | |
|---|---|---|---|---|
| **F. Y.** | **MAINT. COST PER $M^2$** | **2017-18** | **2018-19** | **2019-20** |
| **2017-18** | Rs. 53/- | Rs. 947/- | Rs. 871/- | Rs. 758/- |
| **2018-19** | Rs. 77/- | - | Rs. 1,923/- | Rs. 1,811/- |
| **2019-20** | Rs. 113/- | - | - | Rs. 1,887/- |

Elevators all the delegates of Schindler get alerted about the call, including the Managing Director of Schindler.

Due to frequent break down issues with the lifts, Schindler personnel visited the site and on their thorough inspection observed that the earthing was damaged and/or was corroded due to the salinity and advised that the earthing is required to be replaced by using copper wire.

In lieu of the recommendation of Schindler, Mr. Badami obtained Quotations for the electrical works for 26 lifts & all the buildings, etc., which were placed before the quorum, one quotation was from Excel Engineering Services, for earthing for the lifts & buildings for a sum of Rs. 2,53,995/- (Rupees Two Lakhs Fifty Three Thousand Nine Hundred and Ninety Five Only) inclusive of GST and another quote was for the preventive electrical maintenance works like rusting of panels with sand blasting, spray painting, etc., was for Rs. 2,42,136/- (Rupees Two Lakhs Forty Two Thousand One Hundred and Thirty Six Only) inclusive of GST.

**It was unanimously decided by the quorum to proceed in doing the needful with copper wire after renegotiating the quotations for the works, as the matter is of utmost importance and the same should not be compromised upon.**

**4. Any Other Items:-**

The decisions on some of the other matters discussed and taken by the Executive Committee are as under.

**(A) Renting of Flats:**

i. The Committee decided that the minimum period for renting a flat should be for a minimum period of 11 months.

ii. **Owners renting their apartments for less than 11 months, would be liable to pay the Association a fee of Rs. 3,000/- (Rupees Three Thousand Only) in every change in tenant occupying the flat for less than 11 months.**

**(B) Appointment of Estate Manager:**

Mr. Mathias informed the Members to recommend the names of candidates for the post of Estate Manager at which juncture some of the Members recommended the name of Mr. Bhimshe, Site Engineer of MCPL as he would be an ideal candidate for the post, to which Mr. Mathias informed the Members that he had no problem to the same and could relive Mr. Bhimshe of his duties on 31st March, 2021.

However, after the meeting, Mr. Bhimshe informed Mr. Mathias, Dr. Eugene Rent, Mr. Sadique Shaikh and Dr. Amar Prabhudessai, that he would not be able to take up the job of Estate Manager due to his personal reasons.

**(C) Parking of Vehicles:**

The Members informed Mr. Mathias that the residents are facing problems in parking their vehicles as there are less number of car parks available as compared to the ratio of the number of flats in the project, at which juncture Mr. Mathias informed the quorum that he would study the present site condition in detail and see what best can be done to create more space for car parks and accordingly revert to the Committee on the subject in 15 days.

**(D) Fixing of AGM:**

It has been decided by the Executive Committee that the AGM is to be fixed for **01st May, 2021 at 4.00 p.m. in the Club House Hall of Mathias Ocean Park, Dona Paula.**

**(E) Regulations for Pets:**

i. No pets to be allowed in the garden.

ii. The mess created by pets is required to be cleared by the respective Owners and disposed of appropriately.

**(F) Dog Menace:**

As the dog menace has reappeared in the complex, it has been decided to re-appoint Devappa to take care of the issue from Monday onwards i.e. 22/03/2021. As there is increase in the occupancy of the flats, the Sewerage Treatment Plant (STP) is required to be operated extra hours, hence Devappa would be required to works for extra hours, for which on an overall for the extra hours worked by him and for regulating the dog menace he would be additionally paid a sum of Rs. 10,000/- (Rupees Ten Thousand Only) per month.

**(G) Refundable interest free Deposit for carrying out interior works in the apartments:**

The Executive Committee unanimously decided to increase the amount of the interest free refundable deposit required to be deposited by the Flat Owners intending to carry out any kind of interior works in their flats to **Rs. 20,000/- (Rupees Twenty Only)** at the time of obtaining the NOC from the Association. The deposit would be refunded upon completion of the works, subject to deduction of wear and tear charges applicable, clearing and shifting of debris, if any and upon receiving the clearance from the Site Engineer.

**(H) General:**

1. Mr. Mathias informed the Members that there was a delay in commissioning the swimming pool as water proofing works were going on and as the same is nearing completion, the swimming pool would be commissioned by 01st April, 2021.

2. The Members requested Mr. Mathias that the squash court that is being set up would be exclusively used by the Residents

at which juncture Mr. Mathias informed the quorum that the civil works of the Squash Court would be completed by 10th April, 2021 and the same would commissioned by 25th April, 2021.

3. The Members also sought the permission of Mr. Mathias if they could temporarily use the side road i.e. 10 Meter wide road by putting up nets so that the children could use one part of the area to play football and the other part could be used them to play cricket, to which Mr. Mathias willingly permitted the Members to proceed in doing the needful, provided as and when the area is required to be used by Mr. Mathias, the area/place would be cleared immediately.

4. The quorum suggested that the swimming pool should presently be permitted only for the use of the residents and not that of NFS Members.

As there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Mathias at 6.10 p.m.

For Mathias Ocean Park Association.

Joe Mathias
Chairman

# MATHIAS OCEAN PARK ASSOCIATION

First Floor of the Club House, Mathias Ocean Park,

Opp. NIO Colony, Dona Paula – Goa. 403 004

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MOPA/ECM/21-22/02 31st July, 2021

Minutes of the Executive Committee Members' Meeting of "Mathias Ocean Park Association, Chaired by Mr. Joe Mathias, Chairman on 31st July 2021 at 4.30 p.m. on the first floor of the Club House, being the Association Office.

The Executive Committee Members and others attendees present are as follows:-

| Sr. Nos. | Members Present | Designation |
|---|---|---|
| 1. | Mr. Joe Mathias | Chairman |
| 2. | Mr. Sadique Shaikh | Secretary |
| 3. | Mrs. Nadia Rayani | Treasurer |
| 4. | Mrs. Azra Shaikh | Committee Member |
| 5. | Mr. Julian Mathias | Jt. M.D. MCPL |
| 6. | Dr. Peter Rodrigues | Committee Member |
| 7. | Col. Austin Collaco (Retd) | Estate Manager (EM) |
| 8. | Mr. M.V. Badami | Chief Engineer MCPL |
| 9. | Mr. Raja Kirloskar | Candidate for EM |
| 10. | Mr. Vinod | Site Engineer MCPL |
| 11. | Mr. Bhimshi | Site Engineer MCPL |
| 12. | Mr. Ganguli | Security Supervisor |

**General:**

The Chairman, Mr. Joe Mathias welcomed all the Members and the attendees present. As Col. Austin Collaco had resigned from the post of EM of Mathias Ocean Park Association with effect from 31st July, 2021, Mr. Mathias and the Executive Committee Members thanked Col Austin Collaco, for the excellent service that was rendered by him in the last 2 months in the complex and conveyed their best wishes to him and also informed him that he would be missed in the premises.

Mr. Raja Kirloskar was recommended for the post of EM by Col. Austin, for which Mr. Raja was interviewed by the Committee Members and upon detailed interview, as the Executive Committee Members found Mr. Raja suitable for the post of EM it was decided to appoint Mr. Raja Kirloskar for the post of Estate Manger with effect from 1st August, 2021 for a monthly all inclusive salary of Rs. 35,000/- (Rupees Thirty Five Thousand Only). The Executive Committee Members informed Mr. Raja the duties required to be performed by him as EM and also informed him the working hours which would be Monday to Saturday from 9.30 am to 6.00 pm and lunch break would be from 1.00 pm to 2.00 pm. The appointment of Mr. Raja Kirloskar was unanimously decided by the Executive Committee.

The Executive Committee Members also requested. Col. Austin Collaco to explain to Mr. Raja the duties that were to be carried out by him as EM, to which Col. Austin agreed to do the needful.

**Arrangement for Independence Day Celebrations and Annual General Body Meeting**:

- The Executive Committee requested Mrs. Azra Shaikh to arrange the snacks for the independence day celebration and Annual General Body Meeting on 15th August 2021, to which Mr. Azra agreed to do the needful.

- The Committee also requested Mr. Badami to purchase 05 plastic tables so that the same could be used in the premises for all the functions instead of hiring the same.

- The Committee Members also inquired about the number of chairs available with the Association to which Mr. Bhimshi informed the Members that there were about 100 chairs available.

- Mrs. Azra also brought to the notice of the Members to be mindful of the Covid-19 SOP's i.e. the restrictions on gathering of more than 50 persons for a meeting, for which Mr. Mathias informed Mr. Julian Mathias to look into the matter and accordingly do the needful by obtaining the necessary permission/NOC for the same, if required.

**Attendance for Meetings by Members**:

Some of the Executive Committee Members highlighted the importance of non - attendance of the Members to a meeting as the same were not being complied to with the prevailing bye-laws as it was noticed that many Executive Committee Members were not attending the meetings on more than 3 occasions and in some case Members had not sought leave of absence. The Members opined that the Bye-laws of the Association need to be strictly implemented and adhered to.

**Amendment of the Bye Laws**:

In lieu of the change in circumstances the Members opined that the bye-laws of the Association with regards to the attendance of meetings by the Members/Executive Members were required to be amended, for which the Members proposed the following amendment:

(a) The Executive Member should be residing in the premises.

(b) 1 (One) Member from every building should be a Member of the Executive Committee.

(c) 5 (Five) to 6 (Six) members i.e. from any building and residing at Ocean Park can be nominated in general to the Executive Committee.

**Attendance of Independence Day and AGBM:**

Mr. Joe Mathias, informed Mr. Raja to obtain confirmation of the number of Owners/Members that would be attending the Independence day function at 9.00 am and subsequently the Annual General Body meeting at 10.00 am on 15th August 2021 as necessary arrangements were required to be made. The confirmation of the attendees to the above are to reach the EM latest by 8th August 2021.

**Purchase of Electrical Grass Trimming Machine:**

The Estate Manager, Col. Austin informed the Committee that the present machine used for trimming the grass is running on petrol & is also generating a lot of noise, as a result of which the Members/residents get disturbed. After discussion on the matter the Committee agreed to purchase a new Electrical Grass Trimming Machine, Extra cable and plug points around the complex wall were also required to be fitted. Mr. Mathias requested Mr. Sadique to look into the matter and do the needful, for which the necessary payments would be made to him for the works carried out.

**Painting of Grills:**

The Estate Manager, Col. Austin informed the Committee that there are 13 (Thirteen) grills in the complex that have been fitted on the doors of the Electric Meter Box's and that the same requires to be painted, for which upon discussion on the matter, the Committee agreed to paint all the thirteen grills, for a total cost of Rs. 49,000/- (Rupees Forty Nine Thousand Only).

**Payment of Kuber Gas Supplier:**

Mr. Joe Mathias explained to all the Members regarding his telephonic conversation with Kuber Gas personnel regarding the thirty party certification of the gas pipeline for the entire project which was required to be done every 3 years, for which the same would cost Rs. 17,000/- (Rupees Seventeen Thousand Only). As it was a part of mandatory compliance, the Executive Committee unanimously decided to do the needful.

**Car Stickers**:

Mrs. Azra highlighted that the 2 wheeler and wheeler stickers were exhausted and there was more requirement for the same, for which Mr. Joe Mathias to arrange to do the needful and make the same available at the premises by 5th August, 2021.

**Purchase of Office Furniture**:

Mr. Badami informed the Committee that the furniture for the EM's office costing Rs. 35,400/- (Rupees Thirty Five Thousand Four Hundred Only) was purchased from Office Comforts, Panaji, Goa and that the payment of the same was required to be approved by the Committee, accordingly the same was approved by the Executive Committee Members for payment.

As there were no other points for discussion, the meeting ended with a vote of thanks by Mr. Joe Mathias.

For Mathias Ocean Park Association.

Joe Mathias
Chairman

**MATHIAS OCEAN PARK ASSOCIATION**

First Floor of the Club House, Mathias Ocean Park,
Opp. NIO Colony, Dona Paula – Goa. 403 004

MOPA/ECMOM/21-22/1 10 July 2021

Minutes of the Executive Committee Members meeting of MOPA was held on 10th July 2021 at the Club House at 4.30 PM. Following members attended:

| SNO | NAME | APPT |
|---|---|---|
| 1 | Mr Joe Mathias | Chairman |
| 2 | Mr Sadique Shaikh | Secretary |
| 3 | Mrs Nadia Rayani | Treasurer |
| 4 | Dr Eugene Rent | Ex Com Member |
| 5 | Mr Yogesh Arora | Ex Com Member |
| 6 | Dr A Prabhudesai | Ex Com Member |
| 7 | Dr Peter Rodrigues | Ex Com Member |
| 8 | Dr John Kurian | Ex Com Member |
| 9 | Mrs. Azra Shaikh | Ex Com Member |
| 10 | Mr Sawant | Flat Owner |
| 11 | Mr Julian Mathias | Jt MD,MCPL |
| 12 | Mr MV Badami | CE,MPCL |
| 13 | Col Austin Collaco | Estate Manager |
| 14 | Mr. Bhimshi | Engineer, MCPL |
| 15 | Mr Gopakumar +2 | Reps of Thunder Force Ltd |

The Chairman welcomed all members and the meeting commenced as per the Agenda points.

1. **Thunder Force Issues.**
   - Mr. Yogesh and Dr Eugene brought out the various issues regarding the poor performance by Thunder Force. Mr. Yogesh mentioned that Thunder Force has been here since the last one year, and there has been no improvement in the security of the complex. He said that there was no checking at the gate and that car stickers are not being issued. Visitors' vehicles are also not being checked at the gate and Visitors entry was not regulated, no checking was done of visitors, main gate was not closed as per orders at 10 pm. Mr. Yogesh also mentioned that statutory compliances like ESIC and PF were not paid and salaries to guards were delayed. He also mentioned that guards are found sleeping at night.

- Mr. Sawant pointed out that the behavior of Security Supervisor, Ganguli was not courteous and objectionable and labourers to his flat were not permitted by Ganguli.

- Dr Eugene pointed out that the entry of visitor's vehicles are not being checked and gave the instance wherein on one day the entry was not made of his guests in the visitors register. Taxis/Rent-a-car are being allowed to be parked anywhere in the complex. Though SOP's have been handed over to Thunder Force, these are not being followed.

- To this, Mr. Gopakumar, DGM(Operations) expressed his regrets and asked for a weeks' time to set all procedures in order and points expressed by the members. He mentioned that due to the pandemic, the training of guards could not be conducted.

- The Chairman expressed his displeasure on the security services and told them that the services must improve. It was decided by the members to impose a fine of INR 5000.00 for any deficiency in service and that the services must improve in one weeks' time. The Chairman emphasized that statutory compliances must be paid on time and not delayed in future, as this a breach of law. He also mentioned that salaries to the guards must be made by 7th of each month.

- It was also decided that vehicle stickers will be demanded at the gate and Chairman directed Mr. Bhimshi to do the needful. The existing policy must be followed. Also, no works of any kind, will be allowed after 6pm in the complex. If for any reason, the same is required, security will be informed of the same.

2. **Swimming Pool**
   The approximate cost to maintain the pool was INR 1400.00 per day and was not being used by members. The members unanimously decided that Status quo be maintained on the operation of the Swimming pool.

3. **Recovery of Amounts from Flats**
   Mr. Bhimshi was directed to work on updating the data of owners and tenants staying in the flats and submit the same to the office within one week. MCPL will update and forward the owners list every week and forward to all concerned. Dr Eugene would forward the format of details required. Estate Manager will obtain all details of the same.

4. **Facility Management Services**.
   Members brought out that improvement was needed in the housekeeping services of the building/complex. The Chairman

directed the Estate Manager to obtain quotations from at least 4 agencies and the issue will be taken up in the next AGM to be held on 15 Aug 21. The chairman also directed to engage additional staff to improve the services.

5. **Waste Management SOP.**
The same which was circulated by mail, was approved and is to be implemented.

6. **Gate Pass System.**
The Estate Manager recommended that the Gate Pass System should be followed at MOPA. Here, the details of any visitor entering the complex will be recorded on a slip of printed paper. The counterfoil copy will be retained at the gate and the visitors copy will be handed over to the visitor. It will contain her/his name, contact number, purpose of visit, name of the owner, building details and flat number, date and time in/out. Once his visit is over, the flat owner will sign the slip(mandatory), which will be deposited at the gate. The same was approved and to be implemented.

7. **Other Points.** The following additional points were discussed and directions given therein.

   a. **AGM.**
   The AGM will be held on 15 Aug 21 at 10 am in the Banquet Hall. There will be Flag hoisting prior to the AGM at 9am.

   b. **Increase House Keeping staff.**
   It was directed by the Chairman to increase the Housekeeping staff to bring improvement in the services.

   c. **2T AC in EM's office**
   The Chairman explained the details of the cost of 2T Split Ac to the members. In future, it will be ensured that prior approval of the EC members must be taken prior to making purchases above INR 5000.00. Also, the cost of other brands of 2T ACs will be shared, and the committee may decide accordingly.

   d. **Stray Dogs Menace**
   Mr. Yogesh brought out that stray dogs have started entering the complex and were littering the place. The Chairman directed Bhimshi to identify the fencing gaps and send an email to him. The Chairman directed Mr Bhimshi that all the gaps in the fencing will be sealed, so that Stray dogs do not enter the complex. Meanwhile,

Devendra be detailed to shoo away the dogs as was done earlier. The chairman also directed Estate Manager that pet dogs should be avoided in the Park and that boards, mentioning the same, be erected accordingly.

e. **AC Drain Pipe**
Mrs Azra mentioned that in certain blocks, the water from the AC was dripping down on the road and causing inconvenience to passerby's. The Chairman directed the Estate Manager to investigate this and inform flat owners to rectify the AC drainage accordingly.

f. **Parking Space**
The issue of parking space, in certain buildings, was discussed as reversing 4 wheelers were facing issues when reversing. It would involve relocating & replanting/cutting certain trees. Mr. Yogesh pointed out, that it was more so, where the pillars of the building were extending out. The Chairman directed that the same will be taken up at the AGM, and for the time being the road parking can be barricaded.

g. **Internal works in flats**
It was brought out that owners renovating their flats are not exercising control on their labourers who tend to use the lifts while bringing down debris from the flats. This, besides dirtying the area also hampers the functioning of the lifts. The Chairman directed that such defaulters must be penalized and also an undertaking on the same, must be signed while issuing the NOC.

As there was no other point for discussion, the meeting was closed, with a vote of thanks by the Chairman at 6.40 pm.

sdxxxxxxxxxx
Mr Joe Mathias
Chairman

10 July 2021

# Mathias Ocean Park Owner Association

First Floor of the Club House, Mathias Ocean Park

Opp. NIO Colony, Dona Paula – Goa

Minutes of the 4th Committee Meeting of the term 2021 – 23 of "Mathias Ocean Park Association" held at 6.30 P.M on 15th January 2022 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa. 403 004

Members present were as follows

- Mr. Joe Mathias - President
- Dr. Eugene Rent - Secretary
- Mrs. Nadiya Rayani - Treasurer
- Mr. Prashant Chopra - Member
- Dr. Peter Rodrigues - Member
- Mrs. Lata Mishra - Member
- Mr. Sadique Shaikh - Member
- Mr. Carmo Baretto - Member
- Mr. Prince Arora - Member
- Mr. Julian Mathias
- Mr. Badami
- Mr. Rahul Chauan - Estate Manager

Subsequent to welcoming the members the meeting proceeded with the points on the Agenda.

**1. Solar Systems.**

The solar systems of the terrace have been badly damaged during the recent cyclone and the cost of repair will far

outweigh the benefit. Since it is an expensive to maintain and the facilities will serve only the 6th and 7th floor the committee decided to review the cost benefit status of the facility. Mr Badami was asked to get in touch with the firm that had installed the system to see whether the system could be put to use. Any debris from the damaged water heaters is to be cleared when the waterproofing work is undertaken.

**2. Fencing beyond the ten meter road**

The fencing of our society beyond the ten meter road separating us from 2nd phase is a temporary one and dogs constantly breach the perimeter. The committee also pointed out that it can be a security hazard. However in view of future work that will have to be undertaken for phase II with movement of trucks Mr. Mathias refused to undertake any permanent solution and instructed Mr. Badami to look into it and put new aluminum sheets. The secretary and Mr. Barretto suggested that we put a temporary metal fence since this current one is neither safe nor aesthetic. Mr. Mathias however said that the same cannot be undertaken in view of work expected during following phases. It was hence concluded that only temporary aluminum sheet fencing would be done and gaps will be assessed on 18th January 2022.

3. **Marking of Parking**

It was resolved that parking will be marked in the common area at an angle rather than parallel parking as it would be easier to remove cars, it increases the number of parking slots and it helps in regularization of parking where one car will not block two slots. Residents will be urged to park within the marked lines. Adequate care will be taken to see that residents who have paid parking will not get blocked by cars parked within the marked lines. Committee agreed to have provision of a few slots for visitors parking in the ten

metre road parking area. Also exclusive areas will be marked for parking of scooters.

**4. Collection of maintenance dues**

It was pointed out that during collection of maintenance at the time of occupation the amount collected has not been the same. That is some residents have paid a higher maintenance amount and some lower. It was resolved that when collecting subsequent amount the interest on the amount already collected would be calculated proportionately that is with a benefit to those who have paid a higher amount. Mr. Mathias said he would be sending a letter to this effect. The committee also agreed that time frame for collection of dues from residents is to be discussed in the coming AGM

**5. Power Supply**

There have been lot of complaints regarding power tripping on a regular basis and a number of residents are having electrical issues. Mr. Mathias instructed Mr. Sadiq to look into the issue and set it right on an emergency basis. It was also decided to look into the issues with lifts in corvo building and the generator related issues. It was decided that the battery of the generator set should be assessed and if required to be changed. Committee member sadiq agreed to coordinate with the estate manager and look into the above issues. The committee agreed to undertake an electrical audit from an external agency to assess the situation.

6. **Leakage Issues**

Mr. Mathias has agreed to look into the leakage issues and has issued a contract to Mr. Nazir to repair and maintain the buildings waterproofing which will include terrace and roof waterproofing, chejars, parapets and leakages from the windows in common areas. The work will have a 12 year

warranty. It will not include repair of damages caused by civil work by owners within their apartments.
The committee pointed out that damages caused by residents to the flat is because of improper instructions and regulations by the sales and marketing team of Mathias constructions and that the buyers should have been instructed that they cannot undertake such work in the flat. Mr. Mathias said he will speak to his team and see that it does not repeat this in the future. To this the committee pointed out that the damage has already been done.
The committee members added that since leakage is a major issue and the committee does not have the power or ability to address it all calls regarding the same would be directed to the promotor / builder.

**7. Sewage treatment plant**

Mathias constructions has agreed to undertake complete renovation of the sewage treatment plant and a list of work undertaken has been attached. They however wanted to shift the sewage treatment plant from its current location to a new location between the gas bank and cross within the garden. The committee members firmly objected to this. Mr. Mathias hence said he would earmark a new location for the same and would seek committee's approval.

**8. Facility Management**

It was resolved that although we have to pay just 250rs per apartment per month for outsourcing the facility management of the complex, it will not be done in view of objections raised by the current residents. Chauhan will continue being in charge and taking care of facility management.

**9. Society formation**

The Secretary has agreed to actively pursue formation of the society and Julian provided the required contacts for the same.

## 10. Breeches in contract rules

The committee pointed out that there are lot of air-conditioners being installed outside the apartments which is not permitted and Mr. Mathias asked us to send him the list of flats and his team will speak to the residents to shift them within the flat. The committee has resolved that anyone breaking rules will get a letter from the committee regarding the same and will have to pay a predetermined fine and a copy of the letter would be put on the notice board and shared with the rest of the residents.
If residents break the rules set for the betterment of the society the estate manager would request them to follow the rules and inform the committee. If this is to no avail then the security would intervene. For residents who continue to break rules the committee members will have to step in.

## 11. Security issues

Due to issues with the GST that thunderforce is having we have resolved to change our security to another provider. Quotes for the same from various security agencies were welcomed. Following this discussions were undertaken with thunderbird and we have decided to proceed with them as our security agency. They would be providing 4 day and 3 night guards at a price of Rs 1,60,000 including GST

## 12. Water Supply

The second water supply connection has come and the committee said that the promoter has to fund the connection. Mr. Mathias stated that he would only pay for the first connection and all subsequent connections will have to be funded by the society despite the fact the the first connection does not supply enough water to cater to all the apartments.

## 13. Insurance

It was discussed that we have to take insurance for the property against fire and other natural calamities. This however needs further detailed evaluation followed by quotations for the same.

**14. Shifting of classes to the clubhouse**

It has been noted that classes being conducted on the clubhouse terrace for children in the afternoon in various disciplines like gymnastics and dance is disturbing occupants of boa vista and grand caneria. It was hence resolved that the same would be shifted to the first floor hall.

**15. CCTV**

It was resolved that an evaluation of the CCTV facilities within the complex would be done and required steps would be taken to repair / augment the available security system.

**16. Adda gate management**

It was resolved that the quote given for gate management at Mathias Ocean park by Adda is too expensive and we will not be employing their services.

**17. Additional Estate Manager**

It was resolved that we should get a second estate manager because it is very difficult for one person to manage so many calls. A senior person with some experience in managing a large society would be advisable.

**18. Resignation of the president**

Mr. Mathias submitted his resignation letter as president of the ocean park committee with his thanks to the residents and current committee members.

As there were no other points for discussion, the meeting ended at 7.30 PM with a vote of thanks by the secretary.

For Mathias Ocean Park Association

Joe Mathias,
Chairman

# Mathias Ocean Park Owner Association

First Floor of the Club House, Mathias Ocean Park

Opp. NIO Colony, Dona Paula – Goa

Minutes of the 5th Committee Meeting of the term 2021 – 23 of "Mathias Ocean Park Association" held at 7 P.M on 1st March 2022 on the First Floor of the Club House of Mathias Ocean Park, Opp. NIO Colony, Dona Paula – Goa. 403 004

Members present were as follows

- Dr. Eugene Rent - Secretary
- Mrs. Nadiya Rayani - Treasurer
- Mr. Prashant Chopra - Member
- Dr. Peter Rodrigues - Member
- Mrs. Lata Mishra - Member
- Mr. Carmo Baretto - Member
- Mr. Prince Arora - Member
- Mrs Revati - Member

Subsequent to welcoming the members the meeting proceeded with the points on the Agenda.

**1. Outsourcing of Facility management**

A review of the quotations submitted for facility management was done. Although the current facility management team had given the lowest quote it was noted that there have been multiple complaints regarding the quality of care. There have also been issues regarding the GST registrations of the current team which can cause problems in the future. It was also noted that we would require to hire a plumber and electrician and on adding the cost of these two the expenses would be higher than what was quoted by ecogenie. Since it was passed in the AGM to

go ahead with outsourcing the facility management the committee has decided to proceed with the same from 15th of April 2022 onwards

The new facility management team would have a manager of their own who would be held responsible for proper working of their team and regularly assessing the quality of work.

**2. Cctv camera approval**

The quotations provided for CCTV camera instillation were reviewed. The lowest quotation was providing all the requirements needed and hence the committee decided to proceed with the same. The committee also resolved to assess the blind spots within the complex and assess the feasibility of fixing cameras in these locations. The camera display screens and recording facilities will also be reviewed. Committee Members Mrs. Lata Mishra and Mr. Carmo Berretto took lead in handling this issue.

3. **Briefing of new security team**

As a new security team has been deployed at the complex it was decided that they would require a proper orientation and briefing regarding the rules, regulations and expectations in order to aid in the smooth running of the complex. Committee member Mr. Yogesh would conduct this briefing both for the day and night security team. It was also resolved that regular follow up briefing sessions should be conducted. A copy of the SOPs prepared for security will be shared with all the hired security guards.

**4. Society formation**

It was noted that since we have not yet formed the society it has been very difficult for the committee to enforce the desired rules and regulations as the legal standing has been regularly questioned by erring residents. This is more so after Mr. Mathias has resigned as president of the committee. The committee hence resolved that it is the

responsibility of the Promoter and the Builder to undertake the task of forming the Cooperative Maintenance society following which the president Mr. Mathias may tender his resignation as he desired. The hand over of the Committee will be done after the formation of the society. A letter to this effect would be drafted by the Secretary and signed by all the committee members. A time line for the same will also have to be provided by the promoter / Builder.

**5. Approval of electrical work**

The damage to the electrical supply to the garden requires urgent evaluation and repair. It was resolved that the committee has to reassess the report submitted by the electrical surveyor, speak to a competent authority and determine if the location where the cable is damaged can be located and proceed with repair work. Committee Member Mr. Eugene volunteered to undertake the task of getting in touch with the electrical surveyor and reviewing his report. Once this is done we would proceed with repair of the same.

6. **In house electrician and plumber**

It was resolved that we would require an in-house plumber and electrician to take care of issues related to the common areas. As the same would be provided by the facility management team as discussed in point 1, the matter was closed. It was however noted that a work book should be maintained in the estate managers office and if any work has to be done within the apartments, the residents can enter it in the work book and action would be taken in serial order of entry.

**7. Letters to defaulters / residents breaking rules / enforcement of stickers on cars / police verification of tenants**

It was noted that some of the residents were very aggressive when committee members request them to follow the set rules and regulations. As discussed in point 4, since the

society formation would relieve this issue the discussion was temporally put on hold.

**8. Replacement of committee members that have resigned**

Few of the committee members including the president and the secretary have tendered their resignation letters. It was hence resolved that an AGM will have to be called in order to replace the resigned committee members.

**9. Annual General body Meeting date**

It was resolved that an Annual General body Meeting will be called on 3rd of April 2022. The notice for the same will be circulated 3 weeks in advance.

**10. Review of expenses and petty cash**

It was resolved that one of the committee members in rotation will keep track of the expenses and petty cash by reviewing the inflow and outflow log books kept by the estate manager. This would happen on rotation system every Saturday. The secretary and the treasurer have been doing it till date but the other committee members will have to also undertake the same.
Also it was resolved that all warranty cards have to be maintained in a file by the estate manager and all repair expenses have to be review to check if it comes under the purview of the warranty.

**11. Lifts at Corvo**

It was decided that a thorough review of the lifts in corvo A and B will be conducted and the reason for it not functioning under generator back up is to be assessed.

**10. Tax deduction at source (TDS)**

The issues regarding tax deduction at source needs to be addressed. The treasurer Mrs Nadia said she woul coordinate with the auditor Mr. Loyd and a report regarding the same will be prepared.

As there were no other points for discussion, the meeting ended at 8 PM with a vote of thanks by the secretary.

For Mathias Ocean Park Association

Eugene Rent,
Secretary

TRUE COPY

# 1792

## Receipt

Original Copy

**ANNEXURE-A-23**

**FORM.T- RECEIPT FOR FEE RECEIVED**

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

Print Date Time:- 28-Mar-2022 10:29:55
Date of Receipt: 28-Mar-2022

Receipt No : 2021-22/4/3001
Serial No. of the Document : 2022-PNJ-820
Nature of, Document : **Conveyance - 22**
Received the following amounts from **Satish Kumar Alias Satish Des Raj Kumar** for Registration of above Document in Book-1 for the year 2022

| | | | | |
|---|---|---|---|---|
| Registration Fee | 390000 | E-Challan | • Challan Number : 202200230290<br>• CIN Number : CPABMZNWK5 | 390000 |
| Processing Fee | 2320 | E-Challan | • Challan Number : 202200230290<br>• CIN Number : CPABMZNWK5 | 2320 |
| **Total Paid** | **392320** ( Rupees Three Lakh Ninety Two Thousands Three Hundred And Twenty only ) | | | |

Probable date of issue of Registered Document: / /

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION OPTIONAL
Please handover the Registered Document to the person named below
**Name of the Person Authorized :**

C. Colaco

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN At THE TIME OF HANDING OVER OF REGISTERED DOCUMENT
The Registered Document has been handed over to on Dated **28-Mar-2022**

Signature of the person receiving the Document

Signature of the Sub-Registrar

1793

Phone No:8668429751
Sold To/Issued To:
Satish Kumar
For Whom/ID Proof:
Aadhar#292053783918

INDIA NON JUDICIAL

MAR-16-2022 13:09:22

₹ 0585600/-
ZERO FIVE EIGHT FIVE SIX ZERO ZERO

Other
381523716474361628 64-00005446
3815237 35/02/01/2021-RDI

For CITIZENCREDIT™
CO-OP. BANK LTD.
Authorised Signatory

THE SEAL OF THE REGISTRAR OF ILHAS

Sr No. 2022-PNJ-820
Reg No 788
dt 28/03/2022
P.G.M. 8238

304 La Palma
Satish Kumar

# DEED OF SALE

**THIS DEED OF SALE** is made at Panaji - Goa, on this Sixteenth day of the month of March of the year Two Thousand and Twenty Two (16/03/2022) by and;

**BETWEEN**

**M/S. MATHIAS CONSTRUCTION PRIVATE LIMITED,** a Private Company incorporated under The Companies Act, 1956 bearing Registration No. 24-01685, having their registered office at House No. C-13/156, Mathias House, Near Luis Gomes Garden, Campal - Panjim - Goa - 403 001, hereinafter referred to as the **"PROMOTER VENDOR"** (which expression shall, unless it be repugnant to the context or meaning thereof deem to mean and include its successors-in-title and assigns) having PAN CARD No. **AABCM3894L,** represented herein by its Joint Managing Director **MR. JULIAN RICHARD MATHIAS,** son of Mr. Joe Mathias, bachelor, aged 32 years, businessman, Indian National, having contact No. 0832 – 2425454, having PAN Card No. **AWEPM1099H**, resident of Villa Mathias, Opp. Circuit House, Altinho, Panaji - Goa, 403 001, duly authorized by virtue of the Board Resolution dated 02/11/2017, of the **FIRST PART**;

**AND**

**M/S. PARAMOUNT BUILDWELL CONSTRUCTION PRIVATE LIMITED,** a Private company incorporated under the Indian Companies Act 1956, bearing Registration No. U 45200 MH 2005 PTC 152688, having their registered office at Block-B, Wankhede Stadium, D-Road, Churchgate, Mumbai – 400 020, hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof deem to mean and include its successors-in-title, and assigns) having PAN CARD No. **AADCP5641G,** represented herein by its Director **MR. RIVA ANTHONY TRINDADE,** son of late Pascoal Trindade, aged 49 years, married, businessman, Indian National, having mobile No. 09422394907, having PAN Card No. **AFOPT2225B**, resident of Palbrika Mansion, Near Our Lady of the Rosary High School, Dona Paula - Goa, duly authorized by virtue of the Board Resolution dated 01/10/2021, of the **SECOND PART;**

There are no foreign directors.

**AND**

**MR. SATISH KUMAR alias SATISH DES RAJ KUMAR,** son of Mr. Des Raj Balmukund Gupta, 64 years of age, Retired, married, Indian National, having mobile No. 91 – 8668429751, having PAN Card No. **AGDPK6966A,** having Aadhaar Card No. **2920 5378 3918**, resident of Flat No. 304, Third Floor, La Palma, Opp. NIO Quarters, Dona Paula – Goa, 403 004, hereinafter referred to as the **"PURCHASER"**, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, successors, executors, administrators, legal representatives and permitted assigns) of the **THIRD PART**;

**AND**

**MR. JOE MATHIAS**, son of late Marcelinho Mathias, 73 years of age, married, businessman, Indian National, having PAN Card No. **ADCPM7021N** and his wife **MRS. MARIOLA MATHIAS,** daughter of late Richard Gonsalves, 60 years of age, businesswoman, Indian National, having PAN Card No. **AEBPM7212B**, both residents of Villa Mathias, Opposite Circuit House, Altinho, Panaji – Goa, 403 001, hereinafter referred to as the **"CONFIRMING PARTY"** (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and permitted assigns) of the **FOURTH PART.**

*The Confirming Party at Serial No. 1* ***MR. JOE MATHIAS*** *and the Confirming Party at Serial No. 2* ***MRS. MARIOLA MATHIAS,*** *are represented in this act by their Power of Attorney holder* ***MR. JULIAN RICHARD MATHIAS****, son of Mr. Joe Mathias, 32 years of age, bachelor, businessman, Indian National, having contact No. 0832 – 2425454, having PAN Card No* ***AWEPM1099H****, resident of Villa Mathias, Opposite Circuit House, Altinho, Panaji – Goa,*

*403 001, duly appointed vide Power of Attorney dated 25/10/2017 duly executed before the Notary Public Advocate Mr. Somnath B. Karpe at Panaji - Goa and registered under No. 5469/17 on 25/10/2017.*

*The said Power of Attorney dated 25/10/2017 is valid and subsisting.*

**A. WHEREAS** there exists a property situated at Dona Paula, Taleigao, Taluka Tiswadi, Goa, surveyed under No. 249/1 of Taleigao Village admeasuring approximately 83,160 m² or thereabouts more particularly described in **Schedule-I** hereunder written and hereinafter referred to as the **"SAID FULL PROPERTY".**

**B. AND WHEREAS** the **SAID FULL PROPERTY** was originally a part of the larger property admeasuring approximately 1,97,140 m² described as a whole in the Land Registration Office of Ilhas, under No. 14890 at page 91 of Book B-39 (New) and was purchased by late Mr. Andre Andrade by three Public Deeds dated 21/02/1947, and is found inscribed in favour of Mr. Andre Andrade under Inscription Nos. 19396, 19397 and 19398 of Book G-31 in the Conservatoria of Ilhas (hereinafter referred to as the "**SAID WHOLE PROPERTY**").

**C. AND WHEREAS** Mr. Andre Andrade was married to Smt. Ana Francisca Estrocio and he expired on 22/04/1959 in the status of widower, his wife predeceased him on 19/05/1940 leaving behind their heirs viz. the following children: (1) Mr. Sebastiao Andrade married to Clotildes Fernandes (2) Mrs. Santana Andrade married to Lawrence Mergulhao (3)Mrs. Conceicao Andrade married to Aleixo Barreto (4)Mrs. Rosalina Andrade married to Santana Pereira and (5) Mrs. Vijaya Andrade married to Mr. Raghunath Narvekar, with equal share in the estate.

**D. AND WHEREAS** by a Deed of Sale and Acquittance dated 22/08/1959, the above said Mr. Sebastiao Andrade purchased the 1/5th shares from each of his three sisters, Santana Andrade, Conceicao Andrade and Rosalina Andrade along with their respective spouses and thereby became Owner of 4/5th share in the **SAID WHOLE PROPERTY**.

**E. AND WHEREAS** on 18/08/1962 the said Mr. Sebastiao Andrade expired leaving behind as moiety holder his widow Mrs. Clotildes Fernandes and his daughter Emuna Andrade as the only and universal heirs and by a Deed of Partition dated 13/09/1963, executed before the Notary Public, Dr. Fernando Jorge Colaco in his Book of Notes No. 560 at Panaji – Goa, the said 4/5th share of the estate of Sebastian Andrade which included the 4/5th share of the **SAID WHOLE PROPERTY** was allotted to the said Mrs. Clotildes Fernandes.

**F. AND WHEREAS** the said Emuna Andrade filed a Special Civil Suit in the Court of the Civil Judge Senior Division at Panaji as Special Civil Suit No. 1 of 1971/A seeking a declaration to declare the Partition Deed dated 13/09/1963 as null and void which came to be dismissed by the Order of the Court dated 27/11/1979.

**G. AND WHEREAS** on 28/06/1965 by notification under Section 4 of the Land Acquisition Act 1894 was issued and published by the Government for acquisition of part of the **SAID WHOLE PROPERTY** for public purpose (NIO Staff Quarters) along with other properties and on 28/03/1969 an Award was passed by the Land Acquisition Officer/Sub Divisional Officer Panaji in Land Acquisition Case No. LQN/SR/21 whereby an area admeasuring 89,045.43 square meters was acquired by the Government from the **SAID WHOLE PROPERTY**.

**H. AND WHEREAS** the survey was conducted under the Land Revenue Code 1968, and a part of the **SAID WHOLE PROPERTY**

bearing old cadastral Survey No. 785 admeasuring 1,30,563 square meters came to be surveyed under survey No. 249/1. This survey number included part of the area acquired by the Government admeasuring 47,400 square meters (out of the said area of 1,30,563 square meters from the **SAID WHOLE PROPERTY**) and the remaining portion of the **SAID WHOLE PROPERTY** admeasuring 83,160 square meters belonged to Clotildes Fernandes.

I. **AND WHEREAS** in the survey records, only the name of the Government came to be recorded, hence the said Clotildes Fernandes filed an application under Section 14(3) of the Land Revenue Code before the Court of Deputy Collector for correction, which case came to be registered as Case No. LRC/GDL/5/1987 and by Judgement and Order dated 22/02/1988, the said application filed by Clotildes Fernandes was partly allowed and the said Clotildes Fernandes was declared to be co-owner alongwith the Government of the then property bearing Survey No. 249/1.

J. **AND WHEREAS** pursuant to the said Clotildes Fernandes being declared as the co-owner alongwith the Government of the then property bearing Survey No. 249/1, the Court of the Deputy Collector ordered for correction of survey and as a result of the said order the name of the said Clotildes Fernandes also came to be recorded alongwith the Government in the occupants column of Form No. I and XIV of the then property bearing Survey No. 249/1.

K. **AND WHEREAS** in the year 1990 the said Clotildes Fernandes filed an application for partition before the Court of the Deputy Collector, Panaji, being Case No. LND/PART/43/90 to separate her area from the then property bearing Survey No. 249/1 and by Order dated 01/06/1994, the Deputy Collector ordered partition, pursuant to which the Land Survey Department carried out the partition and submitted its report.

**L. AND WHEREAS** pursuant to the submission of the report by the Land Survey Department to the Court of the Deputy Collector, by Order dated 20/09/1994 the Deputy Collector confirmed the partition completed by the Land Survey Department and allotment of a new sub division number namely Survey No. 249/1-A was granted exclusively in the name of Clotildes Fernandes for area admeasuring 83,160 square meters.

**M. AND WHEREAS** the fourth sister and brother-in-law of Mr. Sebastiao Andrade, the said Vijaya Andrade and Raghunath Narvekar divorced which divorce came to be passed by the Court of the Civil Judge Senior Division at Panaji in Special Civil Suit No. 1/1971 by Order dated 16/02/1973 and the 1/5th share of the entitlement of the said Vijaya Andrade married to Raghunath Narvekar came to be divided into two halves, one half of which i.e. 1/10th came to be allotted to the said Vijaya Andrade and the remaining half of the 1/5th i.e. 1/10th came to be allotted to the said Raghunath Narvekar.

**N. AND WHEREAS** the Inventory Proceedings bearing No. 993/40 which had commenced on the demise of the said Smt. Ana Francisca Estrocio the pre-deceased wife of the said Andre Andrade, came to be continued on the demise of the said Andre Andrade in the Court of the Civil Judge Senior Division at Panaji, Goa, which proceedings subsequently got transferred to the Court of the Civil Judge Senior Division at Mapusa, Goa where it was renumbered as Inventory Proceedings No. 310/2004/A.

**O. AND WHEREAS** during the pendency of the said Inventory Proceedings the said Vijaya Andrade sold her undivided 1/10th share inherited from the said Shri Andre Andrade by Deed of Sale dated 01/07/1998 registered before the Sub-Registrar of Ilhas, under No. 1706 at pages 85 to 128 of Book No. I Vol. No.713 to one **Mr. Joe Mathias**.

P. **AND WHEREAS** the said Mr. Joe Mathias, who thus acquired the rights to the inheritance of one of the legatees, participated in the said inventory proceedings and therein the **SAID FULL PROPERTY** came to be allotted to the said Mr. Joe Mathias in terms of the chart of allotment which came to be concluded by the final Order dated 18/08/2006 passed by the Civil Judge Senior Division at Mapusa in the said Inventory Proceedings.

Q. **AND WHEREAS** the said Mr. Joe Mathias thus being the Owner of the **SAID FULL PROPERTY** had constituted the **SAID FULL PROPERTY** as an asset of his sole proprietary concern viz. **J.M. DEVELOPERS CORPORATION** (hereinafter referred to as **"JMDC").**

R. **AND WHEREAS** the said Mr. Joe Mathias as Proprietor of **JMDC** sold an area admeasuring 640 square meters to M/s. Meridian Estates Pvt. Ltd. vide Sale Deed dated 24/10/2006 registered before the Sub Registrar of Ilhas under No. 90 at Pages 540 to 556 of Book I, Volume No. 1737 dated 09/01/2007, out of the **SAID FULL PROPERTY** and thereby the balance area of 82,520 $m^2$ continued with **JMDC.**

S. **AND WHEREAS JMDC** was succeeded in its business by **M/S. MATHIAS CONSTRUCTION PVT. LTD**. (the **PROMOTER VENDOR** herein) vide Agreement dated 31/03/2009 as a result of which **M/S. MATHIAS CONSTRUCTION PVT. LTD.** became the Owner of all the assets and liabilities of the said JMDC including the **SAID FULL PROPERTY**.

T. **AND WHEREAS** the **PROMOTER VENDOR** herein sold an area of 300 square meters to M/s. Meridian Estates Pvt. Ltd. vide Sale Deed dated 05/07/2010 registered before the Sub Registrar of Ilhas under No. 2049 at Pages 412 to 425 of Book 2, Volume No. 2248 dated 19/07/2010, out of the **SAID FULL PROPERTY** and thereby the balance area of 82,220 $m^2$ continued with the **PROMOTER VENDOR** herein.

**U. AND WHEREAS** by virtue of the allotment of 1,500 square meters to Mr. Ranjit Satardekar and his wife Mrs. Vijaya Satardekar in terms of Order dated 14/03/2012 passed by the Hon'ble High Court of Bombay and Goa at Panaji, in First Appeal No. 289/2006, the balance area of the **SAID FULL PROPERTY** remaining with JMDC would be 80,720 square meters which property is better described in **Schedule – II** hereto and shall herein after be referred to as the **"SAID PROPERTY"**.

**V. AND WHEREAS M/S. MATHIAS CONSTRUCTION PVT. LTD.** (the **PROMOTER VENDOR** herein) are thus the Owners of the **SAID PROPERTY.**

**W. AND WHEREAS** Advocate J. F. Monteiro was appointed to conduct the title search and title report of the **SAID PROPERTY** and after having perused copies of the property ownership documents, he is of the considered opinion that **M/S. MATHIAS CONSTRUCTION PVT. LTD.,** the **PROMOTER VENDOR** herein, has a good, valid and marketable title to the **SAID PROPERTY** and the **PURCHASER** has fully satisfied himself that the title of the **PROMOTER VENDOR** to the **SAID PROPERTY** is good, valid, clear and marketable and that the **PROMOTER VENDOR** has full right and authority to enter into this Deed of Sale and transfer and convey the **SAID PROPERTY** or any part thereof corresponding to any constructed area thereon.

**X. AND WHEREAS** the North Goa Planning and Development Authority has granted the necessary approvals for development and construction of multi – stoyred building project (hereinafter called the **"PROJECT"**) vide their Order No. NGPDA/342/682/06 dated 14/06/2006, which approval was subsequently revised by Order No. NGPDA/342/3276/2007 dated 02/02/2007 and North Goa Planning and Development Authority renewal of validity of Development Permission vide Order No. NGPDA/342/1500/10 dated 05/08/2010. The licences were duly renewed by the concerned authorities vide

their Order No. NGPDA/342/3013/12 dated 08/02/2012 and revised Development permission vide Order No. NGPDA/342/1653/13 dated 01/10/2013 by the North Goa Planning and Development Authority. The Construction licence has been granted by the Village Panchayat of Taleigao by their Order No. Construction Licence: VP/TLG/CONST.LIC./116/2011-12/2865 dated 16/03/2012, duly revised construction license No. VP/TLG/CONST.LIC./86/2013-14/2240 dated 22/01/2014 and the Land Conversion Sanad bearing No. RB/CNV/TIS/32/2007 dated 01/10/2007 from the Additional Collectorate -1, Collectorate of North Goa, Panaji, under the Land Revenue Code 1968.

**Y. AND WHEREAS** the Environmental Clearance/NOC has been granted for the Project in respect of the **SAID PROPERTY** vide letter bearing No.21-16/2007-IA.III dated 16/05/2007 by the Ministry of Environmental & Forest, New- Delhi.

**Z. AND WHEREAS** all the necessary and required permissions/sanctions/approvals/NOC's as required for the development and construction of the Project on the **SAID PROPERTY** from the various concerned authorities have been obtained and the list of the same is at **ANNEXURE - I** annexed hereto and some of these approvals are in the name of the said Mr. Joe Mathias and/or JMDC being the person in whose name the **SAID PROPERTY** stands in the record of rights.

**AA. AND WHEREAS** the development plan for the **SAID PROPERTY** includes construction of other infrastructure and amenities in the **SAID PROPERTY** such as roads, gutters, club house and other recreation facilities.

**BB. AND WHEREAS** the **PROMOTER VENDOR** has notionally divided the **SAID PROPERTY** into **Four Sectors** being **SECTOR I, SECTOR II, SECTOR III** and **SECTOR IV**, and of

which **SECTOR I** admeasures approximately **23,500 square meters** and is shown in red bold line in the plan annexed hereto as **ANNEXURE – II.**

**CC. AND WHEREAS** the **PROMOTER VENDOR** and the **DEVELOPER** entered into an Agreement dated 16th April, 2009 where under the **DEVELOPER** has acquired the right to develop and construct the part of the **PROJECT** falling in the **SECTOR I** of the **SAID PROPERTY** and **THE DEVELOPER** has undertaken to create in the **SAID PROPERTY** the infrastructure and amenities as stipulated in the Said Agreement dated 16/04/2009 and the Said Agreement lays down the relationship, rights and obligations of the **PROMOTER VENDOR** and the **DEVELOPERS** inter se and also with the prospective Purchasers of the constructed area in the **SECTOR I**.

**DD. AND WHEREAS** pursuant to obtaining the aforesaid licenses the **DEVELOPER** has completed the construction of **SECTOR – I** in the **SAID PROPERTY** pursuant to which the North Goa Planning and Development Authority has issued the Completion Certificate by their Order No. NGPDA/342/ (Part file)/ 349 dated 14/05/2015 and the Occupancy Certificate for the Project **'Mathias Ocean Park - Sector I'** has been obtained from the Office of the Village Panchayat of Taleigao vide licence No. VP/TLG/OCCUP CERT/36/15-16/1386 dated 25/08/2015.

**EE. AND WHEREAS** the **PROMOTER VENDOR**, the **DEVELOPER** and the **CONFIRMING PARTY** have joined as parties in this Deed independent of each other and the rights vested and the obligations undertaken by each of them unless they are expressly specified as joint rights and/or obligations, are their respective rights and obligations and accordingly the **PURCHASER** being aware right from inception the respective rights and obligations of each of them, is obliged to enforce his requirements, claim or grievances, if any, in respect of any issue, only against the concerned party who is obliged to perform that issue unless

otherwise expressly stated in the Agreement for Sale for the constructed premises dated 21/04/2014 or in this Deed of Sale as joint responsibility of the **PROMOTER VENDOR,** the **DEVELOPER** and the **CONFIRMING PARTY.**

**FF. AND WHEREAS** relying upon the representations and the declarations by the **PROMOTER VENDOR** and the **DEVELOPER** herein respectively, the **PURCHASER** upon verification of the Title Certificates and relevant documents and being fully satisfied with the same, had agreed to Purchase from the **DEVELOPER** the flat bearing **No. 304** admeasuring approximately **175 m²** of super-built-up area (floor plan duly highlighted in red colour and specifications annexed at **ANNEXURE III** and **ANNEXURE IV** respectively) in the Building **La Palma** also known as **Building No. 8** on the **Third Floor** (the building is highlighted in the plan annexed at ANNEXURE – II in blue colour) constructed in **SECTOR I** of the **SAID PROPERTY** (hereinafter referred to as the **"SAID FLAT"** and better described in **Schedule – III** hereto) and from the **PROMOTER VENDOR** the proportionate undivided share in the land (hereinafter referred to as the **"SAID UNDIVIDED LAND PORTION")** comprised in **SECTOR I** of the **SAID PROPERTY**, free from encumbrances, charge, lien, claim and demand of whatsoever nature at or for an aggregate consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)** and accordingly the **PROMOTER VENDOR** and the **DEVELOPER** had executed with the **PURCHASER** the said Agreement for Sale dated 21/04/2014 (hereinafter referred to as the **"SAID AGREEMENT"**).

**GG. AND WHEREAS** the total consideration of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only) was to be paid in instalments as stated in the **Schedule III** (Schedule of Payments) mentioned in the **SAID AGREEMENT**.

**HH. AND WHEREAS** the **PURCHASER** has since paid the entire agreed consideration and all the other outgoings in respect of the

**SAID FLAT** and the **SAID UNDIVIDED LAND PORTION**, to the **DEVELOPER** and the **PROMOTER VENDOR** in terms of the **SAID AGREEMENT**, the receipt of which the **DEVELOPER** and the **PROMOTER VENDOR** do hereby respectively admit and acknowledge.

**II. AND WHEREAS** the **PROMOTER VENDOR** and the **DEVELOPER** have provided to the **PURCHASER** the Letter of intimation of Possession dated 14/03/2016 and the **PURCHASER** has confirmed the acceptance of the possession of the **UNDIVIDED LAND PORTION** and the **SAID FLAT** vide his communication dated 25/06/2016 addressed to the **PROMOTER VENDOR** and the **DEVELOPER** jointly.

**JJ. AND WHEREAS**, now in furtherance to the **SAID AGREEMENT** and receipt of the entire consideration amount, the **DEVELOPER** and the **PROMOTER VENDOR** respectively do hereby sell and convey unto the **PURCHASER**, all the undivided right, title and interest in the **SAID FLAT** bearing **No. 304** admeasuring approximately **175 m²** of super-built-up area situated on the **Third Floor** in the Building **La Palma** also known as **Building No. 8** constructed in **SECTOR I** of the **SAID FULL PROPERTY** and the **SAID UNIDIVIDED LAND PORTION** in the **SECTOR I** of the **SAID PROPERTY**, free from encumbrances, charge, lien, claim and demand of whatsoever nature along with all the rights to access, easement, pathways, open space, light and liberties in and to **SECTOR I** of the **SAID PROPERTY** at or for the total consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)** which represents its true and fair Market Value.

**KK. AND WHEREAS** based upon the entire consideration received by the **PROMOTER VENDOR** and the **DEVELOPER** respectively from the **PURCHASER**, the **PROMOTER VENDOR** and the **DEVELOPER** do hereby give to the **PURCHASER** the possession of the **SAID UNDIVIDED LAND PORTION** and the **SAID FLAT**.

**LL. AND WHEREAS** for the purpose of assessment of the House Tax, the Village Panchayat of Taleigao has numbered the **SAID FLAT** as **House No. 22/253/349.**

**MM. AND WHEREAS** the **CONFIRMING PARTY** has joined herein only to confirm that the **SAID PROPERTY** including **SECTOR I** of the **SAID PROPERTY** is now the absolute ownership of the **PROMOTER VENDOR** and the **CONFIRMING PARTY** has no right, title, interest thereto in terms of the succession of **J. M. DEVELOPERS CORPORATION** by the **PROMOTER VENDOR** and do hereby undertake to join in any agreement/deed/document in the future, if so, required by the **PURCHASER** so as to give full and proper effect to the sale of the **SAID FLAT** and the **SAID UNDIVIDED LAND PORTION** in the **SECTOR I** of the **SAID PROPERTY** to the **PURCHASER.**

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

1. The parties hereto agree that the above recitals shall form an integral part and parcel of this Deed, as if the same were set out and incorporated in the operative part hereof.

2. That in consideration of the payment of the entire purchase consideration of **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)** and all the other outgoings in respect of the **SAID FLAT** and the **SAID UNIDIVIDED LAND PORTION**, which have been paid by the **PURCHASER** to the **DEVELOPER** and the **PROMOTER VENDOR** respectively, the receipt of which the **PROMOTER VENDOR** and the **DEVELOPER** do hereby admit and acknowledge having received the same and hereby acquit, release and discharge the **PURCHASER** forever, the **DEVELOPER** and the **PROMOTER VENDOR** do hereby respectively sell, transfer and convey unto the **PURCHASER** all the **SAID FLAT** bearing **No. 304** admeasuring approximately **175 m²** of super-built-up area situated on the **Third Floor** in the Building **La Palma** also

known as **Building No. 8** constructed in **SECTOR I** of the **SAID PROPERTY** constructed by the **DEVELOPER** in the Project known as **"MATHIAS OCEAN PARK"**, and the **SAID UNDIVIDED LAND PORTION** proportionate to the **SAID FLAT** in the **SECTOR I** of the **SAID PROPERTY**, and every part thereof along with all the rights to access easement, pathways, open space, light and liberties TO HOLD, POSSESS AND ENJOY the same forever free from all encumbrances and charges.

**3.** That the **PURCHASER** confirm he has received the possession of the **SAID FLAT** and the **SAID UNDIVIDED LAND PORTION** as confirmed by him vide his letter dated 25/06/2016.

**4.** The **PURCHASER** agrees and accepts that he shall not have any rights in and to the remaining area of the land in **SECTOR II, SECTOR III** and **SECTOR IV** of the **SAID PROPERTY,** which the **PROMOTER VENDOR** is free to deal with in any manner deemed fit at its sole discretion and option, including but not restricted to sign and/or execute any Agreement for Sale, Agreement for Development, Change and/or Modify any plans pertaining to the **SECTOR II, SECTOR III** and **SECTOR IV** of the **SAID PROPERTY,** and the **PURCHASER** shall also not have any right/title or interest in the same and shall not make any claims thereto or in any manner object to the rights or actions of the **PROMOTER VENDOR** to the said **SECTOR II, SECTOR III** and **SECTOR IV** of the **SAID PROPERTY.**

**5.** The **PROMOTER VENDOR** and the **DEVELOPER** declare and confirm to the **PURCHASER** as under:-

**(a)** That the title of the **PROMOTER VENDOR** to the **SAID UNDIVIDED LAND PORTION** and that of the **DEVELOPER** to the **SAID FLAT** is clear and marketable.

**(b)** That the **SAID UNDIVIDED LAND PORTION** and the **SAID FLAT** are free from all encumbrances, claims or charges whatsoever.

**(c)** That as on the date of execution of this Deed there are no adverse legal orders with respect to the land comprised in the **SAID SECTOR I** and the **PROMOTER VENDOR** agrees to indemnify the **PURCHASER** against any damage or loss that the **PURCHASER** may suffer due to any future event leading to any fault to the title of the **PROMOTER VENDOR** in the **SECTOR I** of the **SAID PROPERTY.**

**6.** The **PROMOTER VENDOR** and the **DEVELOPER** covenants that the **PURCHASER** shall peacefully enter upon the **SAID FLAT** and shall hold, possess and enjoy the same without any interruption, objection and interference from the **PROMOTER VENDOR** and/or the **DEVELOPER** or by any person/s claiming through or under them.

**7.** The **PROMOTER VENDOR** and the **DEVELOPER** further covenants with the **PURCHASER** as under :

**(a)** That the **SAID PROPERTY** and the **SAID FLAT** is not a subject-matter of any requisition neither by the Government or other body nor subject to lis pendens.

**(b)** That the **PROMOTER VENDOR** and the **DEVELOPER** have not granted any right, license or created any other right/s, in favour of, any person/s, entity, in and over or in respect of the **SAID FLAT**.

**(c)** That the **PROMOTER VENDOR** and the **DEVELOPER** shall at all times hereafter, at the request and at the cost of the **PURCHASER**, do or execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the **SAID FLAT** and every part thereof, including the enjoyment of the facilities, amenities connected therewith, unto the use of the **PURCHASER.**

**(d)** That the **PROMOTER VENDOR** shall be responsible only for the legal and marketable title of the **SAID PROPERTY** and the **DEVELOPER** shall be responsible for the construction of the

**SAID FLAT** or any material defect thereto and/or fulfillment of any of its obligations/commitments under Agreement dated 16th April, 2009 and/or through any advertising material as the case maybe with regards to the installation and/or completion of the SAID FLAT and/or the PROJECT.

**8.** The **PURCHASER** covenants with the **PROMOTER VENDOR** and the **DEVELOPER** to accept and adhere to the following conditions:-

**(a)** That they are satisfied with the title of the **PROMOTER VENDOR** to the **SAID PROPERTY** and also with the construction of the **SAID FLAT** constructed by the **DEVELOPER** namely with the built up area, specifications, finishing, fixtures, fittings, etc., and that the same is free from all material defects.

**(b)** The maintenance of the building and its common holdings shall be the common responsibility of the **PURCHASER** along with all the other Premise Owners in the building.

**(c)** The **PURCHASER** shall abide by all the rules and regulations in respect of the maintenance, security or repairs of the building, club house, project, etc., that may be framed from time to time by the Premise owners or any body or association of the Premise owners that may be formed at any time.

**(d)** The **PURCHASER** undertakes not to demand any partition or separation of the **SAID UNDIVIDED LAND PORTION** in the **SECTOR I** of the **SAID PROPERTY** at any time and in future and not to claim any pre-emptory or other rights whatsoever in relation to the **SAID UNDIVIDED LAND PORTION** in the **SECTOR I** of the **SAID PROPERTY** or to any other constructions carried out thereon and in the other 3 sectors, namely **SECTOR II**, **SECTOR III** and/or **SECTOR IV** of the **SAID PROPERTY**.

**(e)** The **PURCHASER** shall from the date of taking possession of the **SAID FLAT** bear and pay all the outgoings in respect of the

**SAID FLAT** such as electricity charges, water charges, Panchayat taxes, Insurance, cost of maintenance of building, common lights, staircases, landings, compounds, club house, open spaces, terraces, salaries of watchman/security, sweepers, costs of management, accounts and administration, etc.

**(f)** The **PURCHASER** shall not be entitled to claim any rights or in any manner object or obstruct the **PROMOTER VENDOR** and/or the **DEVELOPER** or any other allottee or grantee of any parking areas in the Said Project **"Mathias Ocean Park"** unless specifically allotted by the **PROMOTER VENDOR** and the **DEVELOPER** to the **PURCHASER** for his exclusive use.

**(g)** The **PURCHASER** shall use the **SAID FLAT** only for Residential purposes.

**(h)** The **PURCHASER** shall not at any time, carry on or suffer to be carried on in the **SAID FLAT** or in the Project Complex or any part thereof or in the Building, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the **PROMOTER VENDOR** and the **DEVELOPER** or to the other Premise owners or occupiers or the neighbours or which may tend to depreciate the value of the other saleable area/s in the **Project** or any part thereof.

**(i)** The **PURCHASER** is put to strict adherence that the **PURCHASER** will not enclose the balconies of the **SAID FLAT** and will not interfere/cause nuisance/damage to the common areas in the **Project** and will also not make any structural changes to or in the elevation of the **SAID FLAT**.

**(j)** The **PURCHASER** shall give to the other Flat/Premise owners in the **Project**, necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other Flat/Premise owners in the **Project**.

**(k)** The **PURCHASER** shall at all reasonable times and with prior notice allow men and machinery for the repairs and maintenance works inside the **SAID FLAT** which is essential

either for the **SAID FLAT** or for the common benefit of the entire building and/or the adjacent neighbouring flat/s. The **PURCHASER** shall not object/refuse permission for such repairs; and shall not withhold such permission for whatever reason.

**(l)** The **PURCHASER** shall become and remain members of the Association/Entity (hereinafter referred to as the **"ORGANISATION"**) to be formed by and consisting of all the apartment owners in the **Project** for the purpose of attending to the matters of common interest, including administration, repairs, maintenance, painting etc., in respect of the said Building, club house and to maintain the roads, compound walls and all other common areas. The **PURCHASER** will observe and perform the terms and conditions, Bye-laws and the Rules and Regulations prescribed by such Organization and its absence by any rules framed by the **PROMOTER VENDOR** in this regard.

**(m)** The **PURCHASER** shall duly and punctually pay the proportionate share of Village Panchayat/Municipal Taxes and cesses, insurance charges, cost of maintenance and management of the Building, club house and the Common access Road and charges for maintenance of services, like water, sanitation, electricity etc., salaries of the employees of the Organization and other expenses in regard to the Building and of the Housing Colony as may be determined by the Managing Committee of the Organization from time to time. The liability for such share shall commence from the date when the possession of the **SAID FLAT** has been taken by the **PURCHASER**. If the Organization does not come into existence, the **PURCHASER** shall pay such share of taxes/expenses etc., to the **PROMOTER VENDOR**, as may be determined by the **PROMOTER VENDOR** and/or the government authorities from time to time.

**(n)** The **PURCHASER** shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, club house,

etc., free from obstructions and in a clean and orderly manner and will not encroach on any common areas, and rubbish/refuge shall not be thrown out of the **SAID FLAT.**

**(o)** The **PURCHASER** shall protect the parts of the Building and the **SAID FLAT** and shall allow the members of the Managing Committee of the Organization and/or the workers/labours from time to time to carry out any internal and external works or repairs as may be required by the Managing Committee of the Organization.

**(p)** The **PURCHASER** shall not make any additions or alterations or cause damage to any portion of the Building and not change the outside colour scheme, outside elevation/facade/decor of the Building, otherwise than in a manner agreed to by the majority of the Flat/Premise owners.

**(q)** The **PURCHASER** shall not park any vehicle/s at any place except in the parking area/s if specifically allotted and earmarked for the **PURCHASER**. However if the **PURCHASER** is not allotted specific covered stilt car park/s and/or shed car park/s, in that event the **PURCHASER** shall park his vehicle/s in the open general parking area demarcated by the **PROMOTER VENDOR** and the **DEVELOPER.**

**(r)** The **PURCHASER** shall pay the electricity charges as per the bills raised by the Electricity Department in respect of the **SAID FLAT** from the date of taking possession of the **SAID FLAT** from the **PROMOTER VENDOR** and the **DEVELOPER**.

**(s)** The **PURCHASER** shall pay to the Village Panchayat of Taleigao, the House-Tax in respect of the **SAID FLAT** from the date of taking possession of the **SAID FLAT** from the **PROMOTER VENDOR** and the **DEVELOPER**.

**(t)** The **PURCHASER** from the date of taking possession of the **SAID FLAT** from the **PROMOTER VENDOR** and the **DEVELOPER** shall pay to the **PROMOTER VENDOR** or the association/entity as the case maybe, its proportionate share towards water consumption, which demand of payment shall be evidenced by a demand note.

**(u)** The **PURCHASER** from the date of taking possession of the **SAID FLAT** from the **PROMOTER VENDOR** and the **DEVELOPER** shall pay to the concerned departments all the outgoings in respect of the **SAID FLAT.**

**9.** The **PURCHASER** shall be bound to maintain the **SAID FLAT** in good condition and shall not do or suffer to be done anything to the **SAID FLAT** nor shall the **PURCHASER** change the external features of the **SAID FLAT** or of the Said Building or any part thereof. The **PURCHASER** shall be bound to maintain the **SAID FLAT** in uniformity with the other premises in the Said Project known as **"Mathias Ocean Park"** as regards the external paint, balcony railings, etc. The **PURCHASER** shall be liable for any breach of these conditions.

**10.** Upon the **PURCHASER** taking possession of the **SAID FLAT**, the **PURCHASER** agrees that he shall not have any claims against the **PROMOTER VENDOR** and the **DEVELOPER** in respect of any item of work in the **SAID FLAT** which may be alleged as not to have been carried out or completed by the **DEVELOPER**. Cracks/dampness shall not be considered as defective work. Similarly the **PROMOTER VENDOR** and the **DEVELOPER** shall not be responsible for colour/size variations in painting, flooring tiles, any natural stones like marble, granite or any sanitary fittings etc.

**11.** The **PURCHASER** as long as he owns and possesses the **SAID FLAT,** he shall be entitled to the free membership of the Club house being constructed by the **DEVELOPER** as part of their obligation to construct the infrastructure and amenities in the **SAID PROPERTY** and the **PURCHASER** shall be entitled to use the said Club house facilities such as swimming pool, gymnasium, indoor games like carrom and table tennis and badminton court. All the other facilities such as steam baths, zumba, yoga, gymnastics, rehabilitation & physiotherapy, etc., that will be provided in the club house shall be availed by the

**PURCHASER** on payment of fees based on the facilities opted for and availed by the **PURCHASER** in the club house as per the fees, rules and regulations framed by the **PROMOTER VENDOR** and/or their nominee, appointee, and/or the association/entity upon transfer, from time to time for the purpose and subject to payment of charges & expenses as may be stipulated by the **PROMOTER VENDOR** and/or their nominee, appointee, and/or the association/entity upon transfer in that regard from time to time. In case the **PURCHASER** wishes to avail the other additional special facilities/services provided in the said Club House such as diet consultation, fitness consultant, personal trainer's, etc., he shall do so on payment of extra charges for the same. The membership of the **PURCHASER** shall be only for himself, his spouse and their two children. The management and control of the said Club house will remain with the **PROMOTER VENDOR** and/or their nominee, appointee till such time the same is transferred to a association/entity, as the **PROMOTER VENDOR** has made it explicitly clear to the **PURCHASER** that the said Club house shall be transferred to a association/entity on such terms and conditions as may be deemed fit.

Notwithstanding anything contained herein above, the **PROMOTER VENDOR** for better and effective management of the club house, may entrust the management of the said club house to an expert that has the expertise in running and managing the club house and its various facilities who shall be considered to be the "appointee" of the **PROMOTER VENDOR**, which arrangement provided by the **PROMOTER VENDOR** is agreed to by the **PURCHASER** and shall be binding on all the **PURCHASER** of the **Project** and on the association/entity which shall be formed by the **PROMOTER VENDOR**.

Until such time the Club is controlled by the **PROMOTER VENDOR** and/or their nominee, appointee, they shall be entitled to permit any person/s whether or not he/she/they is/are the

Owner/s of any Flat/s in the **Project** or not or to any non residents or members of the general public, which membership shall be on such terms and conditions as the **PROMOTER VENDOR** or its nominees or its expert, appointee may stipulate from time to time in order to cost effectively run and manage the club house, and for this arrangement provided by the **PROMOTER VENDOR,** the **PURCHASER** shall not in any way object or block the access to any such person/s as are permitted by the **PROMOTER VENDOR** or its nominee or its expert appointee to have membership or access to the said Club House. Upon transfer of the Club House to the association/entity the **PURCHASER** will adhere to the rules and regulation as may be laid down by such association/entity for the use of the Club House.

**12.** The **PURCHASER** prior to the execution and registration of this Deed of Sale, has paid the following amounts:-

**i.** Rs. 1,000/- (Rupees One Thousand Only) per square meter of the super built up area of the **SAID FLAT** amounting to Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand Only), has been paid **exclusively in favour of 'MATHIAS OCEAN PARK ASSOCIATION',** towards the maintenance and upkeep of the amenities of the project for three years, viz. Club House, Swimming Pool, Common Lights, Generator Set for common areas, Garden, Sewage Treatment Plant, internal roads/pathways, Rain water drains, common over head and underground water storage tanks, common electricity and water bills, security, maintenance of lifts, general maintenance, etc., which has been deposited in HDFC Bank, Panaji Branch, Savings Account No. 50100185284088, to take care of the maintenance charges from the date of handing over of the possession of the **SAID FLAT** to the **PURCHASER** but upto three years or upto the period the entire responsibility of the maintenance is handed over by the **PROMOTER VENDOR**

to any association/entity created for this purpose or whichever is earlier. The amount collected for the afore said purpose and the interest generated from the said amount shall be used towards the regular maintenance and upkeep of the project for three years. The **PURCHASER** further agrees that in the event the afore said amount collected by the **PROMOTER VENDOR** and the interest accrued on the said amount is not sufficient and/or is inadequate or there is a short fall in the amounts towards/for the maintenance and upkeep of the project for three years, in that event the **PURCHASER** shall be liable to pay such further sum/s as may be demanded by the **PROMOTER VENDOR** from time to time. In the event the amount collected for the afore said purpose and interest accrued from the said amount collected by the **PROMOTER VENDOR** remains unused and/or is in excess, the same will be carried forward for use in the fourth year and/or the subsequent years as the case maybe, which shall be used by the **PROMOTER VENDOR** or will be transferred to the association/entity upon its formation as the case maybe.

**ii.** The maintenance charges and/or amounts to be collected for the period subsequent to three years from the date of handing over the possession of the **SAID FLAT** to the **PURCHASER** or as the case maybe, shall be fixed quarterly in advance by the **PROMOTER VENDOR** and upon the transfer of the maintenance to the association/entity, the charges and/or amounts shall be fixed by such association/entity as the case maybe taking into account the likely expenses of the maintenance of common areas and other related expenses of the amenities and utilities provided to the **SAID FLAT**.

**iii.** The **PURCHASER** has deposited **exclusively in favour of 'MATHIAS OCEAN PARK ASSOCIATION'** the Sinking fund contribution calculated at Rs.500/- (Rupees Five Hundred Only) per square meter of the super built up area of the **SAID**

**FLAT** amounting to Rs. 87,500/- (Rupees Eighty Seven Thousand Five Hundred Only) which amount has been deposited in favour of 'Mathias Ocean Park Association' which amount has been deposited in Canara Bank, Panaji Branch, Savings Account No. 0308101045697, which amount shall be used for any major maintenance and/or any future development of the **Project** such as external painting, etc.

**iv.** The **PURCHASER** has deposited with the **PROMOTER VENDOR**, the amounts towards expenses and security deposits paid or to be paid for obtaining the separate electric connection, Gas connection, or any other amenities for the **SAID FLAT**.

**v.** The **PURCHASER** has also paid to the **PROMOTER VENDOR**, Infrastructure-Tax calculated at Rs. 600/- (Rupees Six Hundred Only) per square meter of the super built up area of the **SAID FLAT** amounting to Rs. 1,05,000/- (Rupees One Lakhs Five Thousand Only), as levied and collected or to be collected by the competent authorities and any other taxes, value added tax, or cess imposed by the Central Government and/or the State Government in respect of the **SAID FLAT**. The said amount also includes the costs towards infrastructure – charges, installation of the transformer, laying of the eclectic cable, obtaining of common water connection, etc.

**13.** It is hereby specifically agreed by the **PURCHASER** that the **PROMOTER VENDOR** shall have the sole authority to decide the quantum and/or nature of expenditure to be made and the purpose for which it has to be made provided however that all such expenses shall be towards and in respect of the actual maintenance and payment of common expenses of the **Project** including Association/Entity formation expenses, legal expenses towards drafting conveyance deed in favour of the Association/Entity, management service charges as stated herein above, etc; and consequently, the **PURCHASER** shall not

at any time raise any objection/s, claims in respect thereof in whatsoever manner.

**14.** The **PURCHASER** hereto covenant/s with the **PROMOTER VENDOR** that in the event of formation of organization either for ownership of the Project or any part thereof and/or for the purpose of general maintenance of the common areas/amenities and other facilities of the project is/are formed, then the **PURCHASER** shall be bound to be members of the said organization on payment of such fees and charges as may be fixed by such organization for the purposes of maintenance and/or repairs and services to the **Project**.

**15.** The **PROMOTER VENDOR** shall maintain separate books of account for recording the receipts and expenses in respect of the maintenance of the said Project.

**16.** The expenditure to be incurred on account of any taxes levied or to be levied by the Government or other competent authority including service tax in respect of the **SAID FLAT** shall be paid and will be borne by the **PURCHASER** as the case maybe.

**17.** The **PROMOTER VENDOR** has handed over to the **PURCHASER** copies of the land documents pertaining to the **SAID FLAT** and the **SAID PROPERTY**. The **PURCHASER** hereby agrees and declare/s that the **PURCHASER** has inspected all the documents of title pertaining to the **SAID PROPERTY**, including the approvals, permissions, licenses etc., obtained for the construction of the Project in which the **SAID FLAT** is situated, and that the **PURCHASER** is fully satisfied about the ownership and title of the **PROMOTER VENDOR** to the **SAID PROPERTY** being free from all encumbrances, charges, liens, etc., and about the authority of the **PROMOTER VENDOR** and the **DEVELOPER** to execute this Deed and about the legality and the construction of the **SAID FLAT** and the building in which the same is situated.

18. The **PURCHASER** shall undertakes to do the interiors of the **SAID FLAT** only after the possession of the **SAID FLAT** has been handed over to the **PURCHASER** by the **PROMOTER VENDOR** and the **DEVELOPERS**, however, if during the undertaking of the interiors of the **SAID FLAT** any damages occurs to the **SAID FLAT**, the **PURCHASER** shall not in any manner hold the **PROMOTER VENDOR** or the **DEVELOPER** responsible for the same.

19. Upon taking delivery/possession of the **SAID FLAT**, it shall be the responsibility of the **PURCHASER** with the coordination of the **PROMOTER VENDOR** and/or the **DEVELOPER** to get the house-tax records, electricity connection, in respect of the **SAID FLAT** transferred in the name of the **PURCHASER**, at the cost and expenses of the **PURCHASER**, including payment of transfer fees, charges and security deposits if any to be made to the concerned departments for such purposes.

20. **General conditions:**

**a)** The **PURCHASER** shall not obstruct the **PROMOTER VENDOR** and the **DEVELOPER** their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the **SAID FLAT** and the Building or any part thereof, to view and examine the state and condition thereof and to carry out repairs therein if obliged to and/or necessary, to stop damage/s to other flat and flats in the Building.

**b)** For the maintenance, up keep and administration of the statutory common areas, open spaces, and other associated amenities/facilities of the said **Project** the **PROMOTER VENDOR** on completion of the development of infrastructure on the **SAID PROPERTY** shall at their sole discretion form and/or constitute a Body of Purchasers i.e. Association of Persons of all the flat Purchasers and shall handover the

management and control thereof to such entity.

**c)** Nothing contained in this Deed shall be construed as demise or assignment or conveyance or encumbrance on the **SAID PROPERTY** except to the **SAID UNDIVIDED LAND PORTION** in respect of the **SAID FLAT** in the **SECTOR I** of the **SAID PROPERTY**.

**d)** The **PROMOTER VENDOR** has the absolute right to allot the stilt covered Parking Area/s to specific owners of the flat/s in the Building/s for their exclusive use and enjoyment. However, such allottees will not have any right to seek partition or to put up any construction in these allotted parking area/s.

**e)** The **PURCHASER** is aware of the fact that the **PROMOTER VENDOR** is developing the **SAID PROPERTY** in various Sectors and consequently even after handing over the possession of the **SAID FLAT** to the **PURCHASER,** the development in the **SAID PROPERTY** would continue whereby there could be noise, disturbance, dust, workers/labours activities, etc., within the **SAID PROPERTY** or any part thereof and the **PROMOTER VENDOR** is also entitled to carry out modifications in the open spaces, entries, layout of internal roads, etc., within the **SAID PROPERTY** inorder to better the entire Project i.e. for proper and easy accessibility of all the four Sectors, for which the **PURCHASER** shall not raise any objection in respect of the same.

**f)** The **PURCHASER** shall abide by the rules and regulations of, for the use and access to the Club House, Swimming Pool and other common amenities and facilities of which the **PURCHASER** is entitled to become a member by virtue of purchasing the **SAID FLAT** and payment of the maintenance fees for the same.

**g)** Notwithstanding anything contained hereinabove, the **PURCHASER** agrees and understands that the Club house shall be completely operational and available with all the

facilities for the use of the **PURCHASER** only once the **entire Project** is completed in all respects. The **PROMOTER VENDOR** and the **DEVELOPER** shall however endeavour to provide to the **PURCHASER** certain of the facilities of the club house such as Gymnasium, health club, swimming pool, changing rooms, reception, indoor game facilities such as carrom and table tennis, steam baths and badminton court on completion of **SECTOR I** or on handing over complete possession of **SECTOR I** to all the Purchasers of apartments in **SECTOR I** so as to cost-effectively run and manage the said Club House. The **PURCHASER** further agrees and understands that the remaining facilities of the Club house such as conference hall, restaurant, lounge, squash court, cyber café, etc., shall be operational and made available to the **PURCHASER** only pursuant to the completion of the entire **Project** in all respects. However the **PURCHASER** undertakes not to raise any dispute in this regard with the **PROMOTER VENDOR** and the **DEVELOPER** and has further agreed with the **PROMOTER VENDOR** and the **DEVELOPER** that the swimming pool, badminton court, gymnasium, indoor game facilities such as carrom and table tennis, steam rooms, changing rooms and reception have been partially commissioned.

h) The **PURCHASER** shall become a member of **"MATHIAS OCEAN PARK"** which is a large residential complex comprising of development carried out in 2 (two) phases wherein Phase – I comprises of the development carried out in property bearing Survey Nos. 247 (part) and 250 and Phase – II comprises of the development carried out and/or is being carried out in property bearing Survey No. 249/1–A (part), which is being developed into 4 (four) Sectors namely **SECTOR – I, SECTOR – II, SECTOR – III** and **SECTOR – IV** respectively, wherein pursuant to the completion of the entire project in all respects the Purchasers of both the phases shall be entitled to the benefits and

enjoyment of the common amenities and facilities i.e. infrastructure – specifications/amenities which are to be located in property bearing Survey Nos. 247, 249/1-A (part) and 250, and that the **PURCHASER** shall undertake to become the members of the Association or Society or Organisation so formed of both the phases jointly and shall undertake to contribute such amounts for the maintenance and upkeep of the common amenities from time to time as per the requirements of the Association or Society or Organisation, as the case may be.

**21.** The **PROMOTER VENDOR** has **No Objection** in the **PURCHASER** applying to the Survey of Land records for insertion of their name/names in Form No. I & XIV.

**22.** For the purpose of assessment of the House Tax, the Village Panchayat of Taleigao has numbered the **SAID FLAT** as **House No. 22/253/349.**

**23.** The **PURCHASER** undertakes to deposit with the Association an interest free refundable deposit of Rs. 20,000/- (Rupees Twenty Thousand Only) prior to the **PURCHASER** initiating and/or commencing any kind of interior and/or refurbishment works in the **SAID FLAT**. The amount shall be refunded and/or returned to the **PURCHASER** by the Association, only upon the completion of the refurbishment works in the **SAID FLAT** within a period of 30 days from the date of issue of the NOC by the Association and clearing of the debris. In the event the debris is not cleared by the **PURCHASER** within a period of 8 days the deposit shall be used by the Association to clear the same and also make good if any damage is caused to the common areas of the building, etc.

**24.** The fair market value of the **SAID FLAT** together with the **SAID UNDIVIDED LAND PORTION** in **SECTOR – I** of the **SAID PROPERTY** hereby conveyed is **Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only)**. Hence the stamp duty payable @ **4.5%** is **Rs.5,85,000/- (Rupees Five Lakhs Eighty Five Thousand Only)** and the stamp duty paid is **Rs. 5,85,600/- (Rupees Five Lakhs Eighty Five Thousand Six Hundred Only)** along with the **Registration fee** calculated @ **3%** of the total consideration.

**25.** The **SAID FLAT** hereby conveyed does not pertain to the occupancies of persons belonging to Scheduled Caste and Scheduled Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.



## SCHEDULE-I

## Description of the 'SAID FULL PROPERTY'

All that piece and parcel of land being the southern part of the property known as **"TERCEIRA DIVISAO"** of the Hill **"MAULINGUEM"** situated in Dona Paula Plateau, Taleigao Village of Tiswadi Taluka, North Goa District of the State of Goa within the limits of Taleigao Panchayat, registration Sub-District of Ilhas, District of Goa, described in the land Registration of Ilhas (Conservatoria Predial De Comarca De Ilhas) under No. 2636 at folio 139 reverse of Book No. B-7 (new) and under No. 14,890 at page 91 of book B-39 (new) and inscribed in Matriz Predial under No. 306, admeasuring 83,160 square meters and is bounded as under:

**ON THE NORTH:** by Dona Paula – Bambolim public road;

**ON THE SOUTH:** by the properties under survey Nos. 247/1, 250/1 of Sagar Co-operative Housing Society, 250/4, 250/5 and 253/1 to 3;

**ON THE EAST:** by the properties under survey No. 248; and

**ON THE WEST:** by the properties under Survey No. 250/1 of Sagar Co-operative Housing Society and 253/2 and 253/3.

## SCHEDULE-II

### Description of the 'SAID PROPERTY'

All that piece and parcel of property better described in Schedule – I herein and presently admeasuring 80,720 square meters or thereabouts bearing Survey No. 249/1-A (part) of Taleigao, is bounded as under:

**ON THE NORTH:** by Dona Paula – Bambolim public road;

**ON THE SOUTH:** by the properties under survey Nos. 247/1, 250/1 of Sagar Co-operative Housing Society, 250/4, 250/5 and 253/1 to 3;

**ON THE EAST:** by the properties under survey No. 248; and

**ON THE WEST:** by the properties under Survey No. 250/1 of Sagar Co-operative Housing Society and 253/2 and 253/3 and property bearing Survey No. 249/1-A-1.

## SCHEDULE-III

### DESCRIPTION OF THE SAID FLAT HEREBY CONVEYED

ALL THAT SAID FLAT being Flat bearing **No. 304** admeasuring approximately **175 square meters** of super-built-up area, situated in the Building **La Palma** also known as **Building No. 8** on the **Third Floor** constructed in **SECTOR I** of the **SAID PROPERTY** together with the proportionate undivided share in the **SECTOR I** of the **SAID PROPERTY** and is bounded as under:

**ON THE NORTH:** by Flat No. 303 of Building La Palma;

**ON THE SOUTH:** by Internal Road;

**ON THE EAST:** by Flat No. 301 of Building La Palma; and

**ON THE WEST:** by Internal Road.

IN WITNESS WHEREOF PARTIES HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED IN THE PRESENCE OF WITNESSES

**SIGNED, EXECUTED AND DELIVERED**
for and on behalf of within named
Party of the **FIRST PART "PROMOTER VENDOR"**
**M/S. MATHIAS CONSTRUCTION PVT. LTD.**
Through its Joint Managing Director
**MR. JULIAN RICHARD MATHIAS**

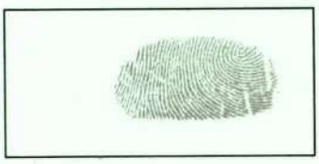
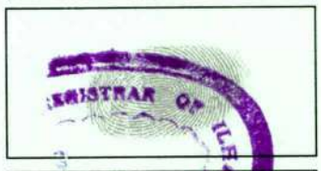
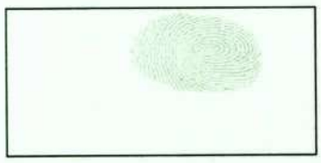
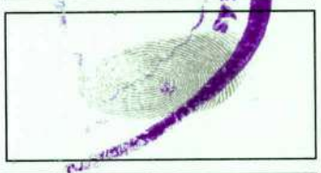
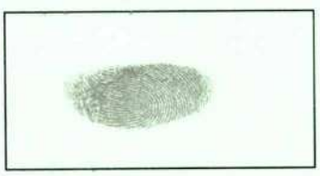
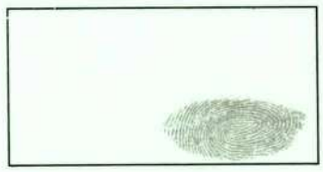


For MATHIAS CONSTRUCTION PVT. LTD.

JOINT MANAGING DIRECTOR

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**MR. JULIAN RICHARD MATHIAS**

| LEFT HAND FINGER PRINTS | RIGHT HAND FINGER PRINTS |
|---|---|
| 1.  | 1.  |
| 2.  | 2.  |
| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |

**SIGNED, EXECUTED AND DELIVERED**
for and on behalf of within named
Party of the **SECOND PART "THE DEVELOPERS"**
**PARAMOUNT BUILDWELL CONSTRUCTION PVT. LTD.**
Through its Director
**MR. RIVA ANTHONY TRINDADE**



For Paramount Buildwell Construction Pvt. Ltd.

DIRECTOR

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**MR. RIVA ANTHONY TRINDADE**

PANAJI

LEFT HAND FINGER PRINTS

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2.
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RIGHT HAND FINGER PRINTS

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5.

**SIGNED, EXECUTED AND DELIVERED**
for and on behalf of within named
Party of the **THIRD PART**
**The "PURCHASER"**
**MR. SATISH KUMAR**
**alias SATISH DES RAJ KUMAR**



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**MR. SATISH KUMAR**
**alias SATISH DES RAJ KUMAR**

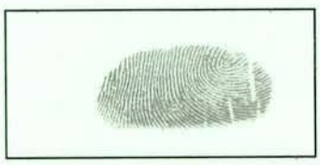
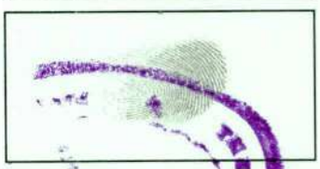
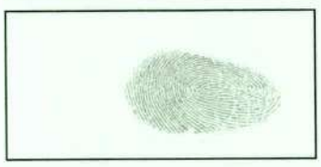
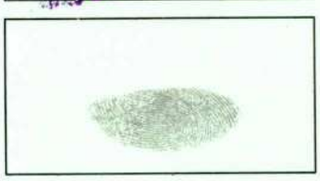
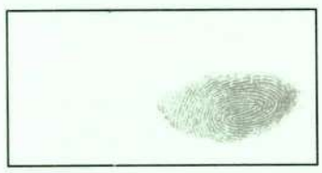
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**SIGNED, EXECUTED AND DELIVERED**
for and on behalf of within named
Party of the **FOURTH PART "CONFIRMING PARTY"**
**MR. JULIAN RICHARD MATHIAS**
**POA holder of**
**MR. JOE MATHIAS and**
**MRS. MARIOLA MATHIAS**



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**MR. JULIAN RICHARD MATHIAS**

| LEFT HAND FINGER PRINTS | RIGHT HAND FINGER PRINTS |
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| 3.  | 3.  |
| 4.  | 4.  |
| 5.  | 5.  |

**WITNESSES:-**

1. Name: Mansur Shaikh Signature

2. Name: Sarvesh. Sarbakar. Signature

## ANNEXURE – I

List of Permissions/ Sanctions/ Noc's obtained for the Development and constructions on the SAID FULL PROPERTY' from various concerned authorities:

1) North Goa Planning & Development Authority Development permission vide order No.NGPDA/342/682/06 Dated 14/06/2006.
2) North Goa Planning & Development Authority revised Development permission vide order No.NGPDA/342/3276/07 Dated 02/02/2007.
3) North Goa Planning & Development Authority Extension of validity period for Development Permission vide reference No. NGPDA/342/1380/2010 dated 26.07.2010.
4) North Goa Planning & Development Authority renewal of validity of Development permission vide order No.NGPDA/342/1500/10 Dated 05/08/2010.
5) North Goa Planning & Development Authority renewal of validity of Development permission vide order No.NGPDA/342/3013/12 Dated 08/02/2012.
6) North Goa Planning & Development Authority revised development permission vide order No.NGPDA/342/1653/13 Dated 01/10/2013.
7) Asst. Engineer Electricity Sub. Div. II(U) vide letter No.AE-SD/II(U(PNJ/06-07/Teach-46/4512 dated 23/02/2007.
8) Village Panchayat of Taleigao construction license No.VP/TLG/CONST.LIC./135/2006-07/2409 Dated 28/02/2007.
9) Village Panchayat of Taleigao renewal of construction license No. VP/TLG/CONST.LIC./82/2009-10/3517 Dated 04/03/2010.
10) Village Panchayat of Taleigao renewal of construction license No. VP/TLG/CONST.LIC./116/2011-12/2865 Dated 16/03/2012.
11) Village Panchayat of Taleigao revised construction license No. VP/TLG/CONST.LIC./86/2013-14/2240 Dated 22/01/2014.
12) Directorate of Health Services NOC No.UHCP/DHS/NOC/2006-07/1666 Dated 21/02/2007.
13) Ministry of Environment & Forest, Government of India, Environmental Clearance No.21-16/2007-1A.III Dated 16/05/2007.
14) Directorate of Fire & Emergency Services NOC No. DFS/FP/C-1/3/07-08/145 Dated 18/5/2007.
15) Directorate of Fire & Emergency Services NOC No.DFES/FP/C-1/3/2012-13/281 Dated 18/01/2013.
16) Conversion Sanad from Additional Collector bearing No. RB/CNV/TIS/32/2007 Dated 01/10/2007.
17) Completion Certificate issued by the North Goa Planning and Development Authority vide reference No. NGPDA/342/(Part File)349, dated 14/05/2015.
18) 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.

**ANNEXURE – II**

**SECTOR I** - Layout Plan



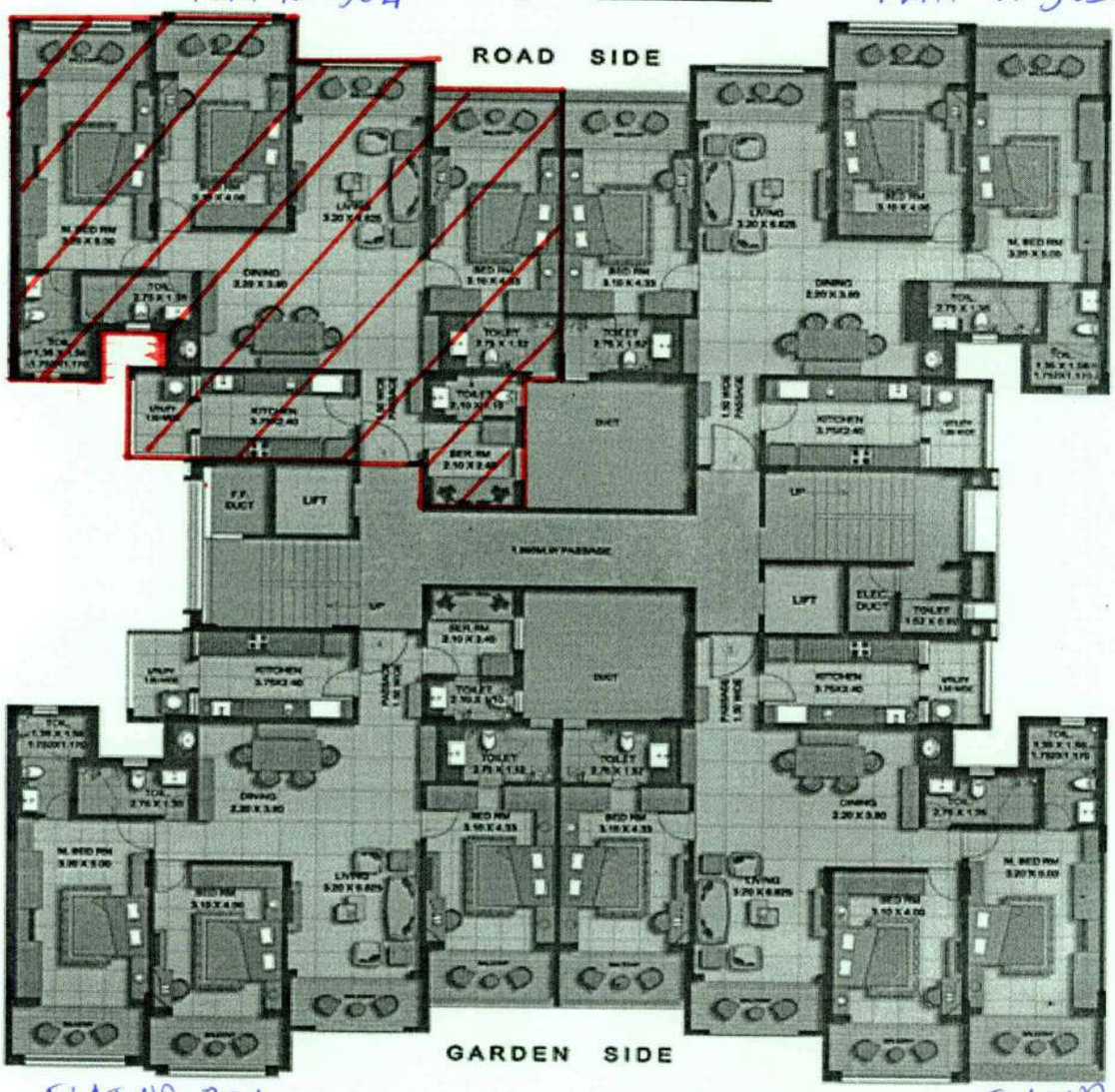
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**ANNEXURE – III**

Floor plan - SAID FLAT

FLAT NO. 304

FLAT NO. 303




FLAT NO. 301

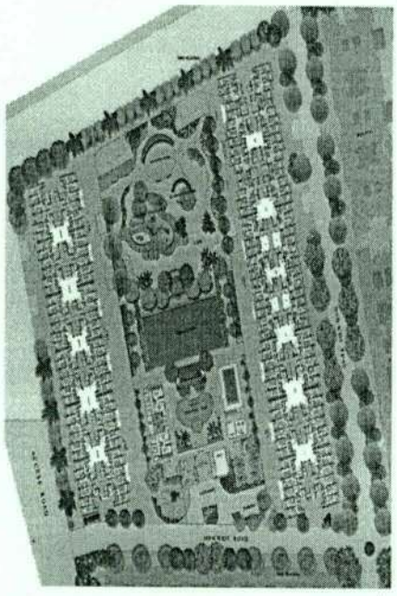
FLAT NO. 302

**BLDG.:** LA PALMA

**FLOOR NO:** 3rd FLOOR

**FLAT NO:** 304

AREA: 175 m²



SECTOR - 1
LAYOUT PLAN

N

For MATHIAS CONSTRUCTION PVT. LTD.

JOINT MANAGING DIRECTOR

For Paramount Buildwell Construction Pvt. Ltd.

DIRECTOR

## ANNEXURE - IV

## SPECIFICATIONS FOR THE SAID FLAT

**Civil Works:**

- Earthquake resistant RCC frame structure.
- **External walls**: 9" B/W and plastered.
- **Internal Partition walls** : 4 1/2 " thick B/W
- **Internal Plaster**: Cement Plaster/POP/Gypsum plaster.
- **External Plaster**: Double coat sand faced cement plaster.

**General Amenities:**

- Anti-termite treatment
- Fire fighting system
- Decorative entrance lobby
- Fully automatic lifts from reputed Company
- Easily accessible properly finished well lighted / ventilated staircase
- Provision for inverter

**Specifications For the FLAT**

**Flooring:**

- Vitrified high gloss tiles in entire FLAT (24"X24")
- Anti-skid tiles in toilets and Balcony

**Kitchen:**

- Granite kitchen platform / stainless steel sink with drain board.
- Glazed/Ceramic dado tiles upto 2 feet height above platform
- Provision for Pipe Gas with Gas leak Detector.

**Doors & Windows:**

- **Main Doors**: Salwood/ Marandi wood frame fitted with flush door of 40mm thickness finished with laminate on both sides and provided with night latch and other accessories.
- **Internal Doors**: Salwood/ Marandi wood frame fitted with flush door of 35 mm thickness finished with laminate on both sides.
- **Bathroom Doors**:- Granite frame fitted with flush door of 35mm finished with laminate on both sides
- **Windows:** Powder Coated suitable Aluminium section fitted with clear/opaque glass in all rooms and fixed powder coated Aluminium frame with louvered glass in bathroom.

**Toilets:**

- Concealed plumbing with premium quality C.P. fittings
- Designer glazed dado tiles on the walls
- Single lever bathroom fixtures in bathrooms
- Wall mounted E.W.C. in bathrooms
- Counter washbasins
- Granite door frames

**Electrification:**

- Concealed copper wiring with circuit breakers
- Cable and telephone points in living room and master Bedroom
- AC. Points in Living room & Bedrooms
- Premium quality switches (ISO marked)

**Painting:**

- **Interior:** Superior wall finish full washable emulsion
- **Exteriors:** Acrylic Paint finish

**INFRASTRUCTURE - SPECIFICATIONS/AMENITIES.**

**General:**

1) Internal roads/ pathways/ rain water drainage system.
2) Street Lighting.
3) Garden and Land Scaping.
4) Common over head & Under Ground water storage tanks.
5) Club House.
6) Generator / UPS for Lift & Staircase lights/Common areas.
7) Sewage Treatment Plant and intermediate septic tanks.
8) Underground electrical cables, service cables, water lines, sewage lines and other services.

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## Government of Goa

## Document Registration Summary 2

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

Print Date & Time : - **28-Mar-2022 10:30:41 am**

Document Serial Number :- **2022-PNJ-820**

Presented at **10:13:45 am** on **28-Mar-2022** in the office of the **Office of the Civil Registrar-cum-Sub Registrar, Tiswadi** along with fees paid as follows

| Sr.No | Description | Rs.Ps |
|---|---|---|
| 1 | Stamp Duty | 585000 |
| 2 | Registration Fee | 390000 |
| 3 | Processing Fee | 2320 |
| | **Total** | **977320** |

Stamp Duty Required :**585000/-** Stamp Duty Paid : **585600/-**

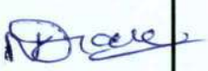
### Presenter

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 1 | **Satish Kumar Alias Satish Des Raj Kumar ,Father Name**:Mr Des Raj Balmukund Gupta,**Age:** 64, **Marital Status:** Married ,**Gender**:Male,**Occupation:** Other, **Address1 -** Flat No. 304, Third Floor, La Palma, Mathias Ocean Park, Opp. NIO Quarters, Dona Paula - Goa. 403 004, **Address2 -** , **PAN No.:** AGDPK6966A |  |  |  |

### Executer

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 1 | **Clarina Colaco ,Father Name:Mr Manuel Colaco, Age:** 39, **Marital Status:** ,**Gender**:Female,**Occupation:** Advocate, Panaji Goa. 403 001, **PAN No.:** AKEPC7657H , **as Power Of Attorney Holder for Julian Richard Mathias Joint Managing Director Of Mathias Construction Pvt Ltd** |  |  |  |

1836

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 2 | **Manvel C Dias** , **Father Name:Mr Cosma Motes Dias**, **Age:** 50, **Marital Status:** ,**Gender:**Male,**Occupation:** Business, Dona Paula Goa. 403 004, **PAN No.:** AGMPD3368A , **as Power Of Attorney Holder for Riva Anthony Trindade Director Of Paramount Buildwell Construction Pvt Ltd** |  |  |  |
| 3 | **Satish Kumar Alias Satish Des Raj Kumar** , **Father Name:Mr Des Raj Balmukund Gupta**, **Age:** 64, **Marital Status:** Married ,**Gender:**Male,**Occupation:** Other, Flat No. 304, Third Floor, La Palma, Mathias Ocean Park, Opp. NIO Quarters, Dona Paula - Goa. 403 004, **PAN No.:** AGDPK6966A |  |  |  |

**Witness:**

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

| Sr.NO | Party Name and Address | Photo | Thumb | Signature |
|---|---|---|---|---|
| 1 | Name: **Isak Mansur Shaikh,Age: 35,DOB: ,Mobile: 9552710000 ,Email: ,Occupation:Service , Marital status : Married** , Address:403202, House No. 23 GMC Complex Bambolim Goa., House No. 23 GMC Complex Bambolim Goa., Bambolim, Tiswadi, NorthGoa, Goa |  |  |  |
| 2 | Name: **Supriya Naik,Age: 34,DOB: ,Mobile: 8767509814 ,Email: ,Occupation:Service , Marital status : Married** , Address:403108, House No. 425 Orchawado Siridao Goa, House No. 425 Orchawado Siridao Goa, Siridao, Tiswadi, NorthGoa, Goa |  |  |  |

**Sub Registrar**

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ILHAS

Document Serial Number :- **2022-PNJ-820**

# 1837

**Document Serial No:-2022-PNJ-820**

Book :- 1 Document
Registration Number :- **PNJ-1-788-2022**
Date : 28-Mar-2022

**Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Tiswadi)**

SUB-REGISTRAR
ILHAS



**TRUE COPY**

**ANNEXURE-A-24**

Prestige GROUP
Add Prestige to your life

8th March 2023

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

Dear Sir,

Sub: Prestige Ocean Crest, Goa

We hereby give notice that we have completed the development work of Project "Prestige Ocean Crest" having Prestige Ocean Crest" having Group Housing Scheme in plot bearing Survey No. 249/1-A of Plot: Sector IV of Taleigao Village, Tiswadi Taluka, in pursuance of Development Permission vide Order 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.

I am enclosing the following:

1. Completion Certificate issued by Architect.
2. Structural Stability certificate along with a full set of "as built" drawings for records.

Kindly issue the completion order to enable me to obtain occupancy certificate.

Yours faithfully,
For PRESTIGE ESTATE PROJECTS LTD.

SWAROOP ANISH
EXECUTIVE DIRECTOR – BUSINESS DEVELOPMENT

Office of the North Goa Planning & Dev. Authority
Inward No. 4069
Date: 27 MAR 2023

Chandrakant Chodankar (PA)

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

**Prestige Estates Projects Ltd.,** Prestige Falcon Towers, No 19 Brunton Road, Bangalore - 560 025.
Phone : +91 80 25591080 Fax : +91 80 25591945 E-mail : properties@prestigeconstructions.com www.prestigeconstructions.com
CIN : L07010KA1997PLC022322

TRUE COPY

**ANNEXURE-A-25**

**Prakash Agrawal**

**From:** Joe Mathias <mathias@mathiasgoa.com>
**Sent:** 11 May 2023 13:17
**To:** eugene rent
**Cc:** kripadgoa@gmail.com; Jaideep Fernandes; rahulgulati77@yahoo.co.in; Prashant Chopra; Adv Filipe borges; Dr. Maria Borges; Flocy Camelo; Pradeep & Anju Khanna; Chandrakumar; Prabha Chandran; Bhupinder Khalsa; Kevin Rodrigues; sameer.ghali77@gmail.com; 171 Premnath Iyer; Arup Bose; 211 Azores B Tamal Raha; SK Naik; belmira_paul@yahoo.co.in; vibhashk53@gmail.com; Percy D; ninapercyd@gmail.com; ninafaria204@gmail.com; arun.malik72@gmail.com; 231 Azores B Osswin D'Costa; coolali5152@gmail.com; yuvrajshirodker@gmail.com; krishanpalsiwach01@gmail.com; Pillai Prashant Tulsidharan; sunilkhot@hotmail.com; dray@nio.org; its_vic217@hotmail.com; Gopa Kumar OP & Dali; cynthiadias19@gmail.com; georgethomas79@gmail.com; Veena Jain; Louella DSouza; 262 Jeffrey Agnelo Melagrus Gracias; Abhijeet Srinivas Shirsekar; chintamansamant@yahoo.co.in; 311 Flores A Sanjay Kulkarni; Agostinho Rebello; Chiara Da Costa; Udesh Fatarpekar; mesha87@gmail.com; desaishreyash7 @gmail.com; 331 Flores A Yogesh V Nadkarni; jack barretto; Anita Fernandes; Nazareth Sayana & Neil Soares; James Roy; Patricia Pereira; 351 Flores A Mahesh Kumar Yadav; mugdhakamattimble@gmail.com; surendrakhot@gmail.com; vince.rodrigues@responsivemts.com; kewalmashelkar82@gmail.com; riaz.asif300 @gmail.com; 411 Flores B Jayant & Kavita & Beena Bhatia; Mark Joaquim Fernandes; prabhudesai.anura@gmail.com; shilpasamant11@gmail.com; Dattatraya K Patil; silvaa@rediffmail.com; dn.nk135@gmail.com; Aashish Surendra Kamath; Anu Richa Sondhi; Richa Sondhi; Vijay Jain; Stephen Fernandes /Stephanie Fernandes; seeyaneesa99@rediffmail.com; Nitin Naik Bombi & Sons; Aulio Elinio Colaco /Luis Anand Colaco; Prince Arora; Abhay Dalvi; Noel Mendes; satishmistry456@ymail.com; vpikale77@gmail.com; CA Vinesh Pikale; drleela chavan; nacport@yahoo.com; rivatrindade@yahoo.co.in; srinivasshinkre@gmail.com; sameervolvoicar@gmail.com; gabper80@gmail.com; guifsands@hotmail.com; danny.rodrigues2617@gmail.com; Alvo Dias; abhinav.shah84@yahoo.com; saviour.coutinho@gmail.com; Gandharv Singh Chauhan; Shrutin Ulman; neel pawar; randeeplather@yahoo.com; ashokrane@gmail.com; irvinmjs@gmail.com; kenthail@gmail.com; sudhaab@yahoo.com; parammktg123@gmail.com; niravpathak1@gmail.com; dvprathameshnaik@gmail.com; brad281@rediffmail.com; Mr Pascoal Trindade; Prasad Amonkar; Rishi Mehrotra; devidasnaik2018@gmail.com; info rliindia; namankumar50@gmail.com; vijked@gmail.com; 722 Dattarai Kallapa Patil; Mahesh Dhamapurkar; Shubha Dhamapurkar; Pratap Raghuvir Sawant; Swati Verma; Gaurav Kamlakant Naik; dhermendratiwari@gmail.com; rajesh.ks29 @gmail.com; vishal walavalkar; Nilesh Thanekar Goa Broker; Alpharaaz Khan; jisarandhir2015@gmail.com; Jisa Randir; Rohan Ramesh Badave; cajetonlondon@yahoo.co.uk; graceferns81@gmail.com; info; y2kanilchoudhary@gmail.com; pravitdessai@gmail.com; Devika Mehta; Shekhar Netravalkar; 1414 Martina D Costa; prtimakessarkar@gmail.com; revati@goaelectronics.co.in; amitdahiya9027@gmail.com; dhume.ps@gmail.com; Pournima Dhume; Sujal Bandodkar; cruzdias1962@gmail.com; Areef Sardar; Kundan Kumar; Daryl Varghese; Keith Daniel Dsouza; Joshua Puthran; royale.rrpl@gmail.com; yeshwant.satardekar@sbi.co.in; malikarjun badami; akshaybadami1993@gmail.com; Dattatray Konnur; suchitrakonnur@gmail.com; Sandesh Tendolkar; Prarthana Tendolkar; deolia_santosh@yahoo.com; ssg1950 @gmail.com; chandni davda; John Samson; Sundaram Narayanan; GMC unknown Melanie Roselle Dias; satarinosocorro@gmail.com; Elly Almeida;

**Cc:** edwin_dias@yahoo.com; nazioferrao@gmail.com; Dilipkumar Melvani; Assis Cunha; Dhaval Fadadu; prasenjitmazumdar@hotmail.com; sumitramazumdar@hotmail.com; natasha.a.ferrao@gmail.com; sukhoo68 @gmail.com; Satish Babu; Amavel Pereira; Sweta Vishnu Parab; Nazir Phrioz Rayani & Rayani; nadia rayani; Marta Elisa Martis; Trevor Fernandes; prabhakarangoa@gmail.com; prabhapriya1000@gmail.com; Sadique Shaikh; Ritu Chaudhari; Deb Chaudhuri; vandey12@rediffmail.com; ravindrannc@yahoo.com; eric fernandes; PETER Rodrigues; Sandeep Raul; Mahadev Swamy; Vinetha Varghese; Ramsey Braganza; pdewangan@gmail.com; Deepak Sathyan; Raja Melvani; Kishan Shirodkar; mariab@nio.org; jaswant sinha; sudan@un.org; Reginald Rufus; milind.deolalkar@gmail.com; Wilton Fernandes; bentotorcato21 @gmail.com; prabhudeepak32@gmail.com; tusharkothalkar@gmail.com; dr.rita@yahoo.com; 201 Boa Vista B Anshul Singhal; 1122 Maxie Lewis; veena_dprabhu@yahoo.co.in; Dr. Pawan Rane OPR 204/6B; tinashnc; rajan.kantak59@gmail.com; Anand Rahul; Asha Koshy; jagbirsinha@hotmail.com; Nityanand Haldankar; sushant@nio.org; vincent.ramos@tajhotels.com; Deena Ramos; Chandu-Jhoney-Natasha-Franco; Mukesh Arora; annette monteiro; Nachiket Karmarkar; Ramesh Karmarkar; Anil Gudinho; S; ashyee80@gmail.com; mihir Choudhary; Bhupesh Kumar; chhayasachdev@hotmail.com; calvin1608 @yahoo.com; Ashwin George; Nisha George; CALANGUTE-DAT-ELISHA; royanalmeida@hotmail.com; preethipednekar@yahoo.co.in; 1221 La Gomera Darryl Pais; Valerina Fernandes; ilango@nio.org; Smita Mitbavkar; fatimicarvalho@gmail.com; Yogesh Arora; yogesharora31@yahoo.com; Dr.John Kurian; neetu@nio.org; jerry braganza; Alok Sharma; santoshuskaikar; Ashishkumar Chatterjee; saurabhshrivastava@gmail.com; Ravinder & Usha Mehta; RavinderMehta; vinay shetty; Carmo Barretto; mavoncolaco@hotmail.com; bhadresh@hotmail.com; sanil@nio.org; rphegde55@gmail.com; Prakash Agrawal; Mahendra Wani; Satendra Kumar; luciennegomes@gmail.com; Dr. Sangeeta Dessai; Zeena Avelina & Chrislyn Ann D'lima; mousamisingh@gmail.com; Jaspal; Michael Menezes; 1232 Dr Amar Rohidas Prabhudesai; rajeshdesai2017 @gmail.com; 1237 Satish Kumar; khemraj.varsha@gmail.com; 1242 Indrajit Singh & Hardeep Kaur; Vivek Karekar; 1244 Malcolm Gomes; Narendra Thaly; Gustavo Monteiro; Mimi Menezes; Sundeep Singapuri; Atul; Lata Mishra; ravi ravi; Azra Shaikh; Puja Sinha; devavrat.samant11@gmail.com; Satish Koshal; Rahul Gulati; Rajesh Dessai; Sanjeev Kumar Sudan; tkmehta2021@gmail.com; ravish.hasija99 @gmail.com; neetu.nio@gmail.com; hearwellindiaa@gmail.com; MOPA COMMITTEE

**Subject:** Ref. to your whats-app message about me on 18/04/2023 in the owner's whats-app group of Mathias Ocean Park.

**Attachments:** Mathias Construction Pvt. Ltd. Mail - Installation of new STP for Sector – I_.pdf

Dear Dr. Eugene,

Hope this mail finds you and your family in the best of health and spirit.

This is in reference to a certain whats-app message sent by you about me on 18/04/2023 in the Owners Whats-App group of Mathias Ocean Park, which I have been made aware of and I also have been provided a copy of the same.

Several owners have contacted me in reference to this message sent by you, asking me to reply to the same even though I earlier did not have any intentions of doing so.

Dr. Eugene, problems occur in everyone's lives and there is no doubt that we have had problems at Mathias Ocean Park too. However, even though these problems should have been resolved by

the **Developer i.e. Paramount**, as Paramount is not taking any initiative I have come forward to resolve these problems to the best of my abilities and still continue to do so till date.

I am sure you would understand my situation which is very similar to your father's situation, who is also a Builder in Mangalore and a thorough gentleman. Your father also faced similar issues with his building project 'Aquamarine' comprising 48 flats and 2 Penthouses in Mangalore. The building license for this project was granted in 2010-11 with work starting immediately after which there was a gap of 6 years where work on the project completely stopped. Thereafter work resumed and Occupancy Certificate was granted only in Feb-2019 while possession was only provided in 2021-22 i.e. after approximately 12 years. I am aware of these facts as some of my relatives and close friends own flats in this project and have had to wait a long time to get possession of their flats.

Therefore, problems tend to occur in every sphere of life but what eventually matters is our approach in resolving these problems and moving ahead.

I am sure you would recall my gesture of help extended to you when serious allegations of 'Massive Fraud' were raised by Mr Prakash Agrawal against you in his email dated 08/04/2022, wherein he had threatened you with initiating civil/criminal action for the same. As that was a crucial time for you, where any such civil/criminal action would have caused complications, as you were in-the-midst of taking up a new assignment in Dubai and had resigned from Manipal Hospital to do so, you had approached me requesting for my intervention and help. Accordingly, I had intervened and done the needful to help you. Please find a copy of this email attached for your reference.

Likewise, I will never forget your gesture of help when me and my wife were suffering from our respective medical conditions and you stood by us and provided us with the required support in that time of need.

Therefore, as time goes by let us remember the people who have helped us in our time of need. As a part of the community at Mathias Ocean Park let us pass on this gesture of helping one another.

Let us move ahead in the right direction with a positive line of thought to resolve issues at Mathias Ocean Park .

I wish you and your family the very best for future endeavours.

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
E : mathias@mathiasgoa.com
W : www.mathiasgoa.com




**Joe Mathias <mathias@mathiasgoa.com>**

## Installation of new STP for Sector – I.

**Prakash Agrawal** <prakashagrawal@msn.com> Fri, Apr 8, 2022 at 9:24 AM

To: Joe Mathias <mathias@mathiasgoa.com>, "kripadgoa@gmail.com" <kripadgoa@gmail.com>, Jaideep Fernandes <jaifernz14@yahoo.co.in>, "rahulgulati77@yahoo.co.in" <rahulgulati77@yahoo.co.in>, "prashantnchopra@gmail.com" <prashantnchopra@gmail.com>, Adv Filipe borges <filcarborg@gmail.com>, "Dr. Maria Borges" <drborgesmaria0103@gmail.com>, Flocy Camelo <flocycamelo@yahoo.com>, Pradeep & Anju Khanna <mindsetglobal@gmail.com>, Chandrakumar <ch@agrawalgroupgoa.com>, "prabha.chandran@gmail.com" <prabha.chandran@gmail.com>, Bhupinder Khalsa <bskhalsa@rogers.com>, Kevin Rodrigues <kevinrod65@yahoo.com>, "sameer.ghali77@gmail.com" <sameer.ghali77@gmail.com>, "premnathiyer@gmail.com" <premnathiyer@gmail.com>, "arupbose1@gmail.com" <arupbose1@gmail.com>, "tamalr@yahoo.com" <tamalr@yahoo.com>, "drsknaik@gmail.com" <drsknaik@gmail.com>, "belmira_paul@yahoo.co.in" <belmira_paul@yahoo.co.in>, "vibhashk53@gmail.com" <vibhashk53@gmail.com>, "percydpercyd@gmail.com" <percydpercyd@gmail.com>, "ninapercyd@gmail.com" <ninapercyd@gmail.com>, "ninafaria204@gmail.com" <ninafaria204@gmail.com>, "arun.malik72@gmail.com" <arun.malik72@gmail.com>, "osswin@gmail.com" <osswin@gmail.com>, "coolali5152@gmail.com" <coolali5152@gmail.com>, "yuvrajshirodker@gmail.com" <yuvrajshirodker@gmail.com>, "krishanpalsiwach01@gmail.com" <krishanpalsiwach01@gmail.com>, "pillaiprashant83@yahoo.co.in" <pillaiprashant83@yahoo.co.in>, "sunilkhot@hotmail.com" <sunilkhot@hotmail.com>, "dray@nio.org" <dray@nio.org>, "its_vic217@hotmail.com" <its_vic217@hotmail.com>, "gopakumarop@hotmail.com" <gopakumarop@hotmail.com>, "cynthiadias19@gmail.com" <cynthiadias19@gmail.com>, "georgethomas79@gmail.com" <georgethomas79@gmail.com>, "veena43jain@gmail.com" <veena43jain@gmail.com>, "louella777@yahoo.com" <louella777@yahoo.com>, "jeffgracias@gmail.com" <jeffgracias@gmail.com>, "pai.apu27@gmail.com" <pai.apu27@gmail.com>, "abhijit.sh@gmail.com" <abhijit.sh@gmail.com>, "chintamansamant@yahoo.co.in" <chintamansamant@yahoo.co.in>, "sanjaykulkarni2611@gmail.com" <sanjaykulkarni2611@gmail.com>, "agostinhorebello@yahoo.co.in" <agostinhorebello@yahoo.co.in>, "chiaradacosta@gmail.com" <chiaradacosta@gmail.com>, "udeshftr@gmail.com" <udeshftr@gmail.com>, "mesha87@gmail.com" <mesha87@gmail.com>, "desaishreyash7@gmail.com" <desaishreyash7@gmail.com>, "ynadkarni@yahoo.com" <ynadkarni@yahoo.com>, "jackqtr@yahoo.co.in" <jackqtr@yahoo.co.in>, "anita.a.fernandes31@gmail.com" <anita.a.fernandes31@gmail.com>, "synasoares@yahoo.co.in" <synasoares@yahoo.co.in>, "jamesroy99@yahoo.co.uk" <jamesroy99@yahoo.co.uk>, "caridadepereiracp@gmail.com" <caridadepereiracp@gmail.com>, "vinod.yadav8887@yahoo.com" <vinod.yadav8887@yahoo.com>, "mugdhakamattimble@gmail.com" <mugdhakamattimble@gmail.com>, "surendrakhot@gmail.com" <surendrakhot@gmail.com>, "vince.rodrigues@responsivemts.com" <vince.rodrigues@responsivemts.com>, "kewalmashelkar82@gmail.com" <kewalmashelkar82@gmail.com>, "riaz.asif300@gmail.com" <riaz.asif300@gmail.com>, "jayantbhatia@rediffmail.com" <jayantbhatia@rediffmail.com>, "marcfernandes@hotmail.com" <marcfernandes@hotmail.com>, "prabhudesai.anura@gmail.com" <prabhudesai.anura@gmail.com>, "shilpasamant11@gmail.com" <shilpasamant11@gmail.com>, "drvijayppatil_1966@rediffmail.com" <drvijayppatil_1966@rediffmail.com>, "silvaa@rediffmail.com" <silvaa@rediffmail.com>, "dn.nk135@gmail.com" <dn.nk135@gmail.com>, "kamath901@gmail.com" <kamath901@gmail.com>, "bunty19@hotmail.com" <bunty19@hotmail.com>, "sondhiricha@hotmail.com" <sondhiricha@hotmail.com>, "vijayjain@rashtriyatubes.com" <vijayjain@rashtriyatubes.com>, "stevenovo@rediffmail.com" <stevenovo@rediffmail.com>, "seeyaneesa99@rediffmail.com" <seeyaneesa99@rediffmail.com>, "nitinnaik@bombi.in" <nitinnaik@bombi.in>, "ecagencies@rediffmail.com" <ecagencies@rediffmail.com>, "prince.arora90@gmail.com" <prince.arora90@gmail.com>, "abhaydalvi@hotmail.com" <abhaydalvi@hotmail.com>, "noelmendes@gmail.com" <noelmendes@gmail.com>, "satishmistry456@ymail.com" <satishmistry456@ymail.com>, "vpikale77@gmail.com" <vpikale77@gmail.com>, "vineshpikale@gmail.com" <vineshpikale@gmail.com>, "drleelachavan@yahoo.com" <drleelachavan@yahoo.com>, "nacport@yahoo.com" <nacport@yahoo.com>, "rivatrindade@yahoo.co.in" <rivatrindade@yahoo.co.in>, "srinivasshinkre@gmail.com" <srinivasshinkre@gmail.com>, "sameervolvoicar@gmail.com" <sameervolvoicar@gmail.com>, "gabper80@gmail.com" <gabper80@gmail.com>, "guifsands@hotmail.com" <guifsands@hotmail.com>, "danny.rodrigues2617@gmail.com" <danny.rodrigues2617@gmail.com>, "alvoh.dias@gmail.com" <alvoh.dias@gmail.com>, "abhinav.shah84@yahoo.com" <abhinav.shah84@yahoo.com>, "saviour.coutinho@gmail.com" <saviour.coutinho@gmail.com>, "gandharvc@gmail.com" <gandharvc@gmail.com>, "dipaliulman@yahoo.co.in" <dipaliulman@yahoo.co.in>, "neel_pawar@yahoo.com" <neel_pawar@yahoo.com>, "randeeplather@yahoo.com" <randeeplather@yahoo.com>, "ashokrane@gmail.com" <ashokrane@gmail.com>, "irvinmjs@gmail.com" <irvinmjs@gmail.com>, "kenthail@gmail.com" <kenthail@gmail.com>, "sudhaab@yahoo.com" <sudhaab@yahoo.com>, "parammktg123@gmail.com" <parammktg123@gmail.com>, "niravpathak1@gmail.com" <niravpathak1@gmail.com>, "dvprathameshnaik@gmail.com" <dvprathameshnaik@gmail.com>, "brad281@rediffmail.com" <brad281@rediffmail.com>, "pascoaltrindade@rediffmail.com" <pascoaltrindade@rediffmail.com>, "addwiser39@gmail.com" <addwiser39@gmail.com>, "markpereira10@gmail.com" <markpereira10@gmail.com>, "rishirm@gmail.com" <rishirm@gmail.com>, "sanjay.puthal@gmail.com" <sanjay.puthal@gmail.com>, "devidasnaik2018@gmail.com" <devidasnaik2018@gmail.com>, "info@rliindia.com" <info@rliindia.com>, "namankumar50@gmail.com" <namankumar50@gmail.com>, "vijked@gmail.com" <vijked@gmail.com>, "rpdpatil@hotmail.com" <rpdpatil@hotmail.com>, "mahashub@gmail.com" <mahashub@gmail.com>, "shubhadmahesh@gmail.com" <shubhadmahesh@gmail.com>, "prsawant1@rediffmail.com" <prsawant1@rediffmail.com>, "swati.geo09@gmail.com" <swati.geo09@gmail.com>, "gaurav.naik21@gmail.com" <gaurav.naik21@gmail.com>, "dhermendratiwari@gmail.com" <dhermendratiwari@gmail.com>, "rajesh.ks29@gmail.com" <rajesh.ks29@gmail.com>, "vishal.walavalkar@gmail.com" <vishal.walavalkar@gmail.com>, "nilesh.thanekar00@gmail.com" <nilesh.thanekar00@gmail.com>, "alpharaazkhan@icloud.com" <alpharaazkhan@icloud.com>, "jisarandhir2015@gmail.com" <jisarandhir2015@gmail.com>, "regangold2018@gmail.com" <regangold2018@gmail.com>, "rbadave@gmail.com" <rbadave@gmail.com>, "cajetonlondon@yahoo.co.uk" <cajetonlondon@yahoo.co.uk>, "graceferns81@gmail.com" <graceferns81@gmail.com>, "info@supernovagoa.com" <info@supernovagoa.com>, "y2kanilchoudhary@gmail.com" <y2kanilchoudhary@gmail.com>, "pravitdessai@gmail.com" <pravitdessai@gmail.com>, "devika_mehta@hotmail.com" <devika_mehta@hotmail.com>, "netravalkar17@gmail.com" <netravalkar17@gmail.com>, "havervaz@yahoo.com" <havervaz@yahoo.com>, "prtimakessarkar@gmail.com" <prtimakessarkar@gmail.com>, "revati@goaelectronics.co.in" <revati@goaelectronics.co.in>, "amitdahiya9027@gmail.com" <amitdahiya9027@gmail.com>, "dhume.ps@gmail.com" <dhume.ps@gmail.com>, "pourni2407@gmail.com" <pourni2407@gmail.com>, "bandodkarsujal@gmail.com" <bandodkarsujal@gmail.com>, "cruzdias1962@gmail.com" <cruzdias1962@gmail.com>, "sardareef@gmail.com" <sardareef@gmail.com>, "tokkundan@gmail.com" <tokkundan@gmail.com>, "darylvarghese93@gmail.com" <darylvarghese93@gmail.com>, "inhistimekeith@gmail.com" <inhistimekeith@gmail.com>, "joshua87puthran@gmail.com" <joshua87puthran@gmail.com>, "royale.rrpl@gmail.com" <royale.rrpl@gmail.com>, "yeshwant.satardekar@sbi.co.in" <yeshwant.satardekar@sbi.co.in>, "badamimv@gmail.com" <badamimv@gmail.com>, "akshaybadami1993@gmail.com" <akshaybadami1993@gmail.com>, "konnurdattatray@gmail.com" <konnurdattatray@gmail.com>, "suchitrakonnur@gmail.com" <suchitrakonnur@gmail.com>, "sandeshtendolkar@live.com" <sandeshtendolkar@live.com>, "prarthanatendolkar@gmail.com" <prarthanatendolkar@gmail.com>, "deolia_santosh@yahoo.com" <deolia_santosh@yahoo.com>, "ssg1950@gmail.com" <ssg1950@gmail.com>, "chandni.davda@gmail.com" <chandni.davda@gmail.com>, "johng.samson@gmail.com" <johng.samson@gmail.com>, "sundarphysicist@gmail.com" <sundarphysicist@gmail.com>, "melaniedias@gmail.com" <melaniedias@gmail.com>, "satarinosocorro@gmail.com" <satarinosocorro@gmail.com>, "ellyalmeida12@gmail.com" <ellyalmeida12@gmail.com>, "edwin_dias@yahoo.com" <edwin_dias@yahoo.com>, "nazioferrao@gmail.com" <nazioferrao@gmail.com>, "vijaymelvani@gmail.com" <vijaymelvani@gmail.com>, "assiscunha2003@gmail.com" <assiscunha2003@gmail.com>, "doctrate.fadadu@gmail.com" <doctrate.fadadu@gmail.com>, "prasenjitmazumdar@hotmail.com" <prasenjitmazumdar@hotmail.com>, "sumitramazumdar@hotmail.com" <sumitramazumdar@hotmail.com>, "natasha.a.ferrao@gmail.com" <natasha.a.ferrao@gmail.com>, "sukhoo68@gmail.com" <sukhoo68@gmail.com>, "satish339@gmail.com" <satish339@gmail.com>, "amavel.p@gmail.com" <amavel.p@gmail.com>, "swetap111@gmail.com" <swetap111@gmail.com>, "nr_stp@rediffmail.com" <nr_stp@rediffmail.com>, "nadia_jivani2@hotmail.com" <nadia_jivani2@hotmail.com>, "martisjo@yahoo.com" <martisjo@yahoo.com>, "trevor.fernandez@gmail.com" <trevor.fernandez@gmail.com>, "prabhakarangoa@gmail.com" <prabhakarangoa@gmail.com>, "prabhapriya1000@gmail.com" <prabhapriya1000@gmail.com>, "excel_engico@yahoo.com" <excel_engico@yahoo.com>, "rchaudhuri98@gmail.com" <rchaudhuri98@gmail.com>, "debradio@gmail.com" <debradio@gmail.com>, "vandey12@rediffmail.com" <vandey12@rediffmail.com>, "ravindrannc@yahoo.com" <ravindrannc@yahoo.com>, "ericatsea@yahoo.com" <ericatsea@yahoo.com>, "petriks14@yahoo.co.in" <petriks14@yahoo.co.in>, "sandeepraul@gmail.com" <sandeepraul@gmail.com>, "drdevbc@gmail.com" <drdevbc@gmail.com>, "varghesevinetha@gmail.com" <varghesevinetha@gmail.com>, "ramsey.braganza@gmail.com" <ramsey.braganza@gmail.com>,

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Cc: Estate Manager MOPA <estatemanagermopa@gmail.com>

Dear Mr. Mathias,

While I thank you for conforming the upgradation of the STP. I would like to bring to your kind notice the pathetic state of affairs your dream project “Ocean Park Residency” is. I list my concerns hereinunder:

1. I am attaching herewith accounts of the Financial Year ended 20-21 and the accounts tabled before the AGM for 21-22.
2. The following is observed:

| Description | FY 20-21 (Rs.) | FY 21-22 | %age Increase (addition) | Observation | Legality |
|---|---|---|---|---|---|
| Advertisement Expense | 3031.00 | | | | |
| Bank Charges | 61.36 | 1931.08 | +3147% | No explanation | |
| Electricity Charges | 2,89,063.00 | 2,75,260.00 | -4.77% | | |
| GST late Fee | 4180.00 | | | | |
| Lift Maintenance | 4,36,024.94 | 12,77,402.00 | +192.97% | Unfathomable and the condition of lift has worsened and a strategy | No Approval Sought from members in the AGM |

| | | | | | |
|---|---|---|---|---|---|
| | | | | the committee has been blaming few individuals | |
| Miscellaneous Expenses | 1,13,894.64 | 23,248.91 | | | |
| Printing & Stationary | 1775.00 | 1,19,282.00 | -5106% | Never received and printed documents from MPOA till date, except the illegal notice of Carmo Baretto which was also displayed on notice board. | Members were never informed about such a mammoth increase |
| Professional Fees | 5900.00 | 99,000.00 | +1577% | Unfathomable | Members were never informed |
| Repairs & Maintenance - Ors. | 2,67,093.00 | 12,80,618.07 | +378% | The state of the equipment in MOPA has worsened in spite of this increase. | No Approval in AGM |
| Repairs & Maintenance - Electrical | 3,20,013.00 | 3,81,842.00 | +19.32% | | No Approval in AGM |
| Repairs & Maintenance - Genset | 35,348.00 | 87,322.00 (regrouped as genset Fuel) | +147% | | Unfathomable as the situation of gensets worsens |
| Security Charges | 2,66,742.32 | 2,74,159.74 | +2.78% | | |
| Sewage Treatment Plant | 2,20,140.60 | 3,25,056.20 | +52% | | |
| Staff Welfare Expenses | 5899.00 | 13,150.00 | +122% | | |
| Wages & Salaries | 3,86,127,86 | 20,59,899.00 | +460% | | Beyond Comprehension. No Approval in AGM to spend these amounts. |
| Water Charges | 2,82,843.72 | 27,36,197.00 | +867% | There can be no check on how | Beyond Comprehension. |

| | | | | | |
|---|---|---|---|---|---|
| | | | | many tankers have come in and whether they carried any water. As it is the old security and staff has been strategically replaced and the salaries and wages are increased disproportionally. The members will never know the truth. | No Approval in AGM to spend these amounts.<br>Do they want to say that the number of residents increased 8.67 times. The condition of garden alone is worse. In fact there is no garden at all.<br>There is no permission from the Central Ground Water Board to MOPA to purchase ground water. This is illegal. |
| Income Tax paid | 200.00 | | | | |
| Finalisation Fees | 10,000.00 | | | | |
| Return Filing Fees | 10,000.00 | | | | |
| Accounting Fees | | 1,20,000.00 | +500%<br>(regrouped From Finalisation Fees and Return filing fees) Or that may still be pending as we do not see any finalisation and stage of return filing | | Beyond Comprehension. No Approval in AGM to spend these amounts |
| Conveyance | | 2029.00 | | | |
| Facility Management | | 4,28,670.00 | | | Beyond Comprehension. No Approval in |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | AGM to spend these amounts. The services have deteriorated |
| Fire Extinguishers | | 1,99,320.00 | | | Where is the approval of this capital investment in the AGM |
| Gardening Expenses | | 1,29,400.00 | | | The condition of garden is pathetic and this new head is created |
| General Cleaning Expenses | | 10,033.00 | | | |
| Guest House Expenses | | 7385.00 | | | |
| Office Expenses | | 14,865.00 | | | |
| Plumbing Expenses | | 1,91,935.80 | | | What is this new head. |
| Transport Charges | | 3500.00 | | | |
| Total | 26,57,335.44 | 1,00,60,505.08 | +278.59% | | The Members were never informed that there is an increase in the cost of such magnitude. |

3. I say that the accounts of 20-21 were purposely not placed before the members so that they are not able to compare accounts. This was done with an intent to cheat and defraud the members. If the EC was honest then they should have shared both accounts together as the accounts of 20-21 has not been approved yet. We feel safe as Mr. Joe Mathias was the Chairman then, that they cannot be manipulated now.
4. This “Massive Fraud” Committed by Dr. Eugene Rent calls for a forensic investigation and fixing up the liability on the individual members of the Executive Committee.
5. There was not a single attempt made by the Executive Committee to persuade you to continue to be the Chairman and keep guiding so that the maintenance expenses could be in control around 25 lacs as against the present 100 lacs.
6. Dr Eugene Rent has resigned and as reports suggest that he is likely to flee the country very soon. Wherever he goes the law will catch up and he will be punished for this accounting crime.

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7. The Chairmanship of the society is now a person who was apparently a partner in this great financial fraud.
8. It is pathetic that young people who are earning and flaunting expensive cars are resorting to make a dent in the hard earned monies of the society.
9. Anybody who questions their actions and illegalities is harassed beyond imagination. For two months I was down with COVID-19 weakess but will now expose more violations and illegalities by the present set of EC Members.
10. I am also initiating civil/criminal action against these individuals.

To Sum it up Mr. Mathias, You have left us at the mercy of such unscrupulous elements with huge fixed deposits of monies coming from hard earned monies of salaried people and retired persons like me. They are going to squander the money.

**We want the restoration of the old expense pattern and the same vendors and staff who were giving us very effective services and want to stop this carnage and loot by a handful of individuals who defy the principles of natural justice.**

Please lead and guide us to come out of the clutches of this messy Executive Committee. Otherwise this project will not be liveable.

Regards

Prakash Agrawal

703 La Gomera

[Quoted text hidden]

**2 attachments**

**MOPA_PL_PROVISIONAL_11-03-2022.pdf**
315K

**Accounts 20-21.pdf**
42K

**TRUE COPY**



ANNEXURE-A-26

# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

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

**Ref:NGPDA/79/TLG/** 967/2023 **Date:** 19 JUN 2023

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

**TALEIGAO PLANNING AREA**

**ORDER**

**(Development Permission under Section 44 of the Town & Country Planning Act, 1974)**

Whereas application has been made by **M/s. Prestige Estates Projects Ltd.,** for development permission in accordance with the provision of Section 44 of the Goa Town & Country Planning Act, 1974, for **revised site plan** with respect to his/her land zoned as **Special Commercial "SPC" (300 FAR)** zone in ODP-2028 and situated at **Taleigao** village **bearing Survey No.249/1-A, Plot No.** ---- **approved** sub-division reference number - - - - - dated - - - - -.

And whereas Development charges affixed at ₹ **10,000/- (lump-sum)** and Infrastructure Tax **paid earlier** vide Challan No.---- dated ----

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following:

1) Construction shall be strictly as per the approved plans. No changes shall be effected in the approved plans/approved built spaces without the prior permission of this Authority.
2) The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of the permission and the applicant will not be entitled for any compensation.
3) The permission shall be revoked if found expedient to such an action under the provision of Section 50 of the Goa Town & Country Planning Act, 1974.
4) The Development Permission will not entitle the applicant for making/laying any claim on water and any other connection from the Government of Goa.
5) The Developer/applicant should display a signboard of minimum size 1.00 mts. x 0.50 mts. with writing in black colour on white background at the site, as required under the regulations.
6) The applicant shall obtain Conversion Sanad under the Goa Land Revenue Code, 1968 before the commencement of development/construction as per the permission granted by this order.
7) The soak pit shall not be located within a distance of 15.00 mts. from any other well in the plot area/plan.
8) The commencement and the completion of the work shall be notified to the Authority in writing in the appropriate forms.
9) Completion Certificate has to be obtained from this Authority before applying for Occupancy Certificate from the Licensing Authority.
10) Storm water drain should be constructed along the boundary of the affected plot abutting to the road.
11) Adequate Utility space for the dustbin, transformer, etc. should be reserved within the plot area.
12) In case of compound wall, the gates shall open inwards only and traditional access, if any passing through the property shall not be blocked.
13) The ownership of the property shall be verified by the licensing body before the issuing of the license.
14) This Development Permission shall not in any way construed to be a document conforming any or all the following:
    a) Title or interest of the holder of the permission to the relevant land or building or both.
    b) Boundaries of the relevant site for which permission has been obtained; or
    c) Any easement thereon or therefrom.
    d) Structural or engineering safety or the workmanship of the proposed development.



o/c

15) The building shall be planned, designed & constructed with part IV fire protection of National Building Code of India, firefighting requirement arrangement & installation required in such building shall also conform to the provision of Part IV of fire protection of National Building Code of India & hence NOC from the Chief fire officer, Directorate of fire and emergency service shall have to be obtained before commencement of work.

16) The Developer is directed to utilize treated sewage from STP Tonca for their construction activities in view of directions of the Hon'ble NGT in O.A No.148/2016 (M.A.No.686/2017) titled Mahesh Saxena V/S SMDC & Ors. in consultation with SIDCGL.

17) Necessary compliance to be followed for dust mitigation during the construction & demolition of the building by the developers as per the Environment (Protection) Amendment Rules, 2018.

18) **This Development Permission is subjected to the order of the Hon'ble High Court which said "We clarify that any further action, on the basis of impugned plan, will be subject to further order in this Petition. Further, the concerned Authorities to make it clear to the parties, while granting permissions, that such permissions will be subject to further orders in this Petition." (PIL/WP No.48/2019) Order dated 10.02.2020.**

19) The Applicant Shall follow the rule 18.1 & 18.2 of the Goa Land Development and Building Construction Regulations 2010, with regards to planting and preserving of trees, which shall be checked by the local Authority.

20) The applicant shall fulfill the required clearances from the existing power lines in the vicinity, in conformity with the Indian Electricity Rules 1956, and as per the letter issued by the Chief Electrical Engineer of Electricity Department, vide letter No.51(3)/CEE/Tech/(com)/2020-21/303, dated 01.07.2020 are to be maintained as under

**For low or medium voltage (voltage up to 650 volts)**

1) Where a low or medium voltage (voltage up to 650 volts) overhead line passes above or adjacent to or terminates any structure, the minimum clearances from any accessible point on the basis of maximum sag shall be observed:

   **a. For any flat roof, open balcony, verandah and lean to roof:**

      i. Vertical clearance of 2.439 meters from the highest point where line passes over the structure.

      ii. Horizontal clearance of 1.219 meters from the nearest point when line passes adjacent the structure.

   **b. For Pitched roof:**

      i. Vertical clearance of 2.439 meters immediately under the lines when line passes over the structure.

      ii. Horizontal clearance of 1.219 meters from the nearest point when line passes adjacent the structure.

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**For high or extra-high voltage (11KV and above)**

2) Where a high or extra-high voltage (11KV and above) overhead line passes above or adjacent to a structure it shall still have on the basis of maximum sag, a vertical clearance above the highest part of the building immediately under such line, of not less than:

   a. Voltage level 11KV up to 33KV-3.658 meters

   b. For voltage level above 33KV-3.658 +0.305 meter for every additional 33KV or part thereof.

21) Rainwater harvesting tank for storage and re-use of water shall be mandatory for private buildings in case the plot area is more than 4000 sq. meters and having 40 units and more for secondary use such as flushing of WC, gardening, landscape, car washing and the like through a separate parallel line in the plot/premises. Similarly, for public/institutional buildings/complexes in plots having areas of more than 4000 sq. meters and having a floor area of more than 2000 sq. meters and all commercial/industrial developments in plots having area of more than 4000 sq. mts shall be provided with rain water harvesting tanks for storage and re-use.

22) The applicant shall pay labour cess of 1% of the total cost of construction project to the Commissioner of Labour & Employment & Secretary, Goa Building & other Construction Workers Welfare Board, before applying for Completion Certificate to this Authority.

23) **If any hill cutting/land filling is done which involves section 17-A of TCP Act, and approval/NOC has not been obtained from the Chief Town Planner (Land Use), then this Development Permission will stand null and void, if violated, the section 17-A of TCP Act, 1974, the Development Permission stands cancelled and revoked at the same instant without claiming any compensation or relief under any legal course.**

24) The construction shall be strictly as per the provision of Goa Land Development and Building Construction Regulations 2010.

25) This Development Permission is issued under the delegation of powers issued to the Chairperson and Member Secretary as per the decision taken in its 84th Authority Meeting held on 26-09-2022.

26) Applicant shall make provision for Telecom room (size 3 x 3.40 mts.) as per the order of the Chief Town Planner (Admin) No.21/1/TCP/NISC/2023/720 dated 27-04-2023.

27) This Revised Development Permission is issued based on the earlier permission vide Order No.GPPDA/134/TAL/821/2018 dated 17-10-2018 and subsequent Renewal Order under Ref. No.GPPDA/134/TAL/968/2021 dated 20-12-2021.

This permission is issued with reference to the application dated **30-03-2023** under Section 44 of Goa Town & Country Planning Act, 1974, from **M/s. Prestige Estates Projects Ltd.,**

**This Permission is valid for three years from the date of issue of construction license, provided the construction license is issued within the period of three years.**

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY PANAJI GOA

**(VERTIKA DAGUR)**
**MEMBER SECRETARY**

O/C

To,
**M/s. Prestige Estates Projects Pvt. Ltd.**
**Executive Director Business Development,**
**Prestige Falcon Towers, No.19,**
**Brunton Road, Bangalore-560025**

Copy to:

1) The Secretary, Village Panchayat, **Taleigao** Goa – 403002.*

* **Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.**

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ANNEXURE-A-27

# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

**Archdiocese Bldg., 1st Floor, Mala Link Road, Panaji Goa– 403001.**

**Ref:NGPDA/79/TLG/** 970/2023
**GPPDA/134/TAL**

**Date:** 19 JUN 2023

## TALEIGAO PLANNING AREA

## COMPLETION ORDER

1. Development Permission Order issued vide Ref. No.**GPPDA/134/TAL/821/2018** dated **17-10-2018**, subsequent Renewal Development Permission under reference No.**GPPDA/134/TAL/968/2021** dated **20-12-2021** in the land situated at **Taleigao** village bearing Survey No.**249/1-A.**

2. Completion Certificate issued by Registered Architect **Mrs. Mumtaz Begum K.,** Reg. No.**AR/0012/2018** dated **10-03-2023.**

3. Completion of Development checked on **28-03-2023** by **Shri Chandrakant P. Chopdekar (Planning Assistant)**

4. Infrastructure Tax of Rs.**3,46,61,448/-** paid vide Challan no.**125** dated **22-06-2010** and Rs.**1,90,82,478/-** vide Challan No.**P-55** dated **04-09-2013**.

5. Your development has been checked and found completed and Completion is issued for: **proposed construction of Group Housing Scheme "Prestige Ocean Crest," on plot Sector-IV, comprising of building Block 1, Block 2 and Block 3 each consisting of basement floor, stilt floor, elevated ground + upper 7 floors as detailed below:**

**1. Building block 1:**

| | | | |
|---|---|---|---|
| a. | **Basement floor** | - | **Parking** |
| b. | **Stilt floor** | - | **Parking** |
| c. | **Elevated Gr. floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| d. | **First floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| e. | **Second floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| f. | **Third floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| g. | **Fourth floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| h. | **Fifth floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| i. | **Sixth floor** | - | **Residential flat – 4 nos. (3 BHK)** |
| j. | **Seventh floor** | - | **Residential flat – 4 nos. (3 BHK)** |

**2. Building Block 2:**

| | | | |
|---|---|---|---|
| a. | **Basement floor** | - | **Parking** |
| b. | **Stilt floor** | - | **4 nos. shop and parking** |
| c. | **Elevated Gr. floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| d. | **First floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| e. | **Second floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| f. | **Third floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| g. | **Fourth floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| h. | **Fifth floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| i. | **Sixth floor** | - | **Residential flat – 6 nos. (3 BHK)** |
| j. | **Seventh floor** | - | **Residential flat – 4 nos. (3 BHK), Gym-1 no., Swimming pool -1 no.** |

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**3. Building Block 3:**

| | | | |
|---|---|---|---|
| a. | **Basement floor** | - | **Parking** |
| b. | **Stilt floor** | - | **3 nos. Shop and parking** |
| c. | **Elevated Gr. floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |
| d. | **First floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |
| e. | **Second floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |
| f. | **Third floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |
| g. | **Fourth floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |

| | | | |
|---|---|---|---|
| h. | **Fifth floor** | - | **Residential flat – 2 nos. (4 BHK), 2 nos. (3 BHK)** |
| i. | **Sixth floor** | - | **Residential flat – 2 nos. (3 BHK), and Penthouse 2 nos. (5 BHK)** |
| j. | **Seventh floor** | - | **1 no. Multi-purpose hall, 1 no. A.V room, 1 no. Pool table, 1 no. Kids zone and 1 no. Lounge** |

19/06/2023

**SHRI CHANDRAKANT P. CHOPDEKAR**
**(PLANNING ASSISTANT)**

**6.** This Certificate is issued with the following conditions:

**(a)** This Certificate is issued based on the parameters of setbacks, height of the building, coverage, F.A.R. and parking requirement only. The internal details/changes,sanitaryrequirement,etc.,shallbeseenbytheMunicipality/Panchayat before issuing Occupancy Certificate.

**(b)** Enclosing of balconies, open terraces is not permitted at any point of time. Garages/stilt parking places should be used strictly for parking of vehicles only as per the approved plan dated 17-10-2018 and renewal dated 20-12-2021

**(c)** This certificate should not be construed as final permission for occupying the building. This shall not exempt the applicant from taking permissions/fulfilling the requirements such as conversion sanad under LRC and NOC from Directorate of Fire Services, Infrastructure charges to be paid.

**(d)** Structural stability certificate is given by Eng. **B.E. Pruthviraja, for M/s. Designtree Service Consultant Pvt. Ltd.** dated **08-03-2023** Reg. No.**SE/0007/2018.**

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY PANAJI GOA

**(VERTIKA DAGUR)**
**MEMBER SECRETARY**

O/C

To,
Mr. Joe Mathias, Mathias Construction Pvt. Ltd.
C/o. GPA holder, M/s. Prestige Estates Projects Ltd.
Executive Director Business Development,
Prestige Falcon Towers, No.19,
Brunton Road, Bangalore-560025

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Received

9259007044

# NORTH GOA PLANNING AND DEVELOPMENT AUTHORITY

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

**Ref:NGPDA/79/TLG/** 967/2023 **Date:** 19 JUN 2023

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NORTH GOA PLANNING & DEVELOPMENT AUTHORITY

**TALEIGAO PLANNING AREA**

**ORDER**

**(Development Permission under Section 44 of the Town & Country Planning Act, 1974)**

Whereas application has been made by **M/s. Prestige Estates Projects Ltd.,** for development permission in accordance with the provision of Section 44 of the Goa Town & Country Planning Act, 1974, for **revised site plan** with respect to his/her land zoned as **Special Commercial "SPC" (300 FAR)** zone in ODP-2028 and situated at **Taleigao** village **bearing Survey No.249/1-A, Plot No.** ---- **approved** sub-division reference number - - - - - dated - - - - -.

And whereas Development charges affixed at ₹ **10,000/- (lump-sum)** and Infrastructure Tax **paid earlier** vide Challan No.---- dated ----

The Planning and Development Authority has granted permission to carry out the development in respect of the property above mentioned subject to the terms and conditions hereinafter stipulated upon receipt of the development charges levied for the said development. The terms and conditions upon which the permission has been granted by the Authority are the following:

1) Construction shall be strictly as per the approved plans. No changes shall be effected in the approved plans/approved built spaces without the prior permission of this Authority.
2) The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of the permission and the applicant will not be entitled for any compensation.
3) The permission shall be revoked if found expedient to such an action under the provision of Section 50 of the Goa Town & Country Planning Act, 1974.
4) The Development Permission will not entitle the applicant for making/laying any claim on water and any other connection from the Government of Goa.
5) The Developer/applicant should display a signboard of minimum size 1.00 mts. x 0.50 mts. with writing in black colour on white background at the site, as required under the regulations.
6) The applicant shall obtain Conversion Sanad under the Goa Land Revenue Code, 1968 before the commencement of development/construction as per the permission granted by this order.
7) The soak pit shall not be located within a distance of 15.00 mts. from any other well in the plot area/plan.
8) The commencement and the completion of the work shall be notified to the Authority in writing in the appropriate forms.
9) Completion Certificate has to be obtained from this Authority before applying for Occupancy Certificate from the Licensing Authority.
10) Storm water drain should be constructed along the boundary of the affected plot abutting to the road.
11) Adequate Utility space for the dustbin, transformer, etc. should be reserved within the plot area.
12) In case of compound wall, the gates shall open inwards only and traditional access, if any passing through the property shall not be blocked.
13) The ownership of the property shall be verified by the licensing body before the issuing of the license.
14) This Development Permission shall not in any way construed to be a document conforming any or all the following:
    a) Title or interest of the holder of the permission to the relevant land or building or both.
    b) Boundaries of the relevant site for which permission has been obtained; or
    c) Any easement thereon or therefrom.
    d) Structural or engineering safety or the workmanship of the proposed development.



o/c

15) The building shall be planned, designed & constructed with part IV fire protection of National Building Code of India, firefighting requirement arrangement & installation required in such building shall also conform to the provision of Part IV of fire protection of National Building Code of India & hence NOC from the Chief fire officer, Directorate of fire and emergency service shall have to be obtained before commencement of work.

16) The Developer is directed to utilize treated sewage from STP Tonca for their construction activities in view of directions of the Hon'ble NGT in O.A No.148/2016 (M.A.No.686/2017) titled Mahesh Saxena V/S SMDC & Ors. in consultation with SIDCGL.

17) Necessary compliance to be followed for dust mitigation during the construction & demolition of the building by the developers as per the Environment (Protection) Amendment Rules, 2018.

18) **This Development Permission is subjected to the order of the Hon'ble High Court which said "We clarify that any further action, on the basis of impugned plan, will be subject to further order in this Petition. Further, the concerned Authorities to make it clear to the parties, while granting permissions, that such permissions will be subject to further orders in this Petition." (PIL/WP No.48/2019) Order dated 10.02.2020.**

19) The Applicant Shall follow the rule 18.1 & 18.2 of the Goa Land Development and Building Construction Regulations 2010, with regards to planting and preserving of trees, which shall be checked by the local Authority.

20) The applicant shall fulfill the required clearances from the existing power lines in the vicinity, in conformity with the Indian Electricity Rules 1956, and as per the letter issued by the Chief Electrical Engineer of Electricity Department, vide letter No.51(3)/CEE/Tech/(com)/2020-21/303, dated 01.07.2020 are to be maintained as under

**For low or medium voltage (voltage up to 650 volts)**

1) Where a low or medium voltage (voltage up to 650 volts) overhead line passes above or adjacent to or terminates any structure, the minimum clearances from any accessible point on the basis of maximum sag shall be observed:

   **a. For any flat roof, open balcony, verandah and lean to roof:**

      i. Vertical clearance of 2.439 meters from the highest point where line passes over the structure.

      ii. Horizontal clearance of 1.219 meters from the nearest point when line passes adjacent the structure.

   **b. For Pitched roof:**

      i. Vertical clearance of 2.439 meters immediately under the lines when line passes over the structure.

      ii. Horizontal clearance of 1.219 meters from the nearest point when line passes adjacent the structure.

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**For high or extra-high voltage (11KV and above)**

2) Where a high or extra-high voltage (11KV and above) overhead line passes above or adjacent to a structure it shall still have on the basis of maximum sag, a vertical clearance above the highest part of the building immediately under such line, of not less than:

   a. Voltage level 11KV up to 33KV-3.658 meters

   b. For voltage level above 33KV-3.658 +0.305 meter for every additional 33KV or part thereof.

21) Rainwater harvesting tank for storage and re-use of water shall be mandatory for private buildings in case the plot area is more than 4000 sq. meters and having 40 units and more for secondary use such as flushing of WC, gardening, landscape, car washing and the like through a separate parallel line in the plot/premises. Similarly, for public/institutional buildings/complexes in plots having areas of more than 4000 sq. meters and having a floor area of more than 2000 sq. meters and all commercial/industrial developments in plots having area of more than 4000 sq. mts shall be provided with rain water harvesting tanks for storage and re-use.

22) The applicant shall pay labour cess of 1% of the total cost of construction project to the Commissioner of Labour & Employment & Secretary, Goa Building & other Construction Workers Welfare Board, before applying for Completion Certificate to this Authority.

23) **If any hill cutting/land filling is done which involves section 17-A of TCP Act, and approval/NOC has not been obtained from the Chief Town Planner (Land Use), then this Development Permission will stand null and void, if violated, the section 17-A of TCP Act, 1974, the Development Permission stands cancelled and revoked at the same instant without claiming any compensation or relief under any legal course.**

24) The construction shall be strictly as per the provision of Goa Land Development and Building Construction Regulations 2010.

25) This Development Permission is issued under the delegation of powers issued to the Chairperson and Member Secretary as per the decision taken in its 84th Authority Meeting held on 26-09-2022.

26) Applicant shall make provision for Telecom room (size 3 x 3.40 mts.) as per the order of the Chief Town Planner (Admin) No.21/1/TCP/NISC/2023/720 dated 27-04-2023.

27) This Revised Development Permission is issued based on the earlier permission vide Order No.GPPDA/134/TAL/821/2018 dated 17-10-2018 and subsequent Renewal Order under Ref. No.GPPDA/134/TAL/968/2021 dated 20-12-2021.

This permission is issued with reference to the application dated **30-03-2023** under Section 44 of Goa Town & Country Planning Act, 1974, from **M/s. Prestige Estates Projects Ltd.,**

**This Permission is valid for three years from the date of issue of construction license, provided the construction license is issued within the period of three years.**

NORTH GOA PLANNING & DEVELOPMENT AUTHORITY PANAJI GOA

**(VERTIKA DAGUR)**
**MEMBER SECRETARY**

O/C

To,
**M/s. Prestige Estates Projects Pvt. Ltd.**
**Executive Director Business Development,**
**Prestige Falcon Towers, No.19,**
**Brunton Road, Bangalore-560025**

Copy to:

1) The Secretary, Village Panchayat, **Taleigao** Goa – 403002.*

* **Not to issue Occupancy Certificate without submitting Completion Certificate from North Goa Planning and Development Authority.**

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Received

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This has reference to the Note received by this Authority from Hon'ble Minister for Town & Country Planning dept. vide ref No. TCP/Misc/333/2023 dtd 15/06/2023 via E Mail. to M/s of the Authority.

As per the 'Note' the directions were given to the M/s to processed the file of proposed Estate project. as per the procedures.

Sh. Jose Mathias Vide its letter ~~No~~ dtd 24/04/2023 received under Inward No. 303 has placed on record the Conversion Sanad under No. RB/CNV/TCS/32/2007/1270 dtd 19.04.2023 issued by the additional Collector-I for property bearing survey No. 249/1-A (Part) of Taleigao village, which is obtained as per the Zoning provision in OSP-2021 of Taleigao in force.

Applicant has also placed on record the Revised Site plan of plot sector-IV Resolving the issue of construction of compound wall & Road towards the western boundary in conformity the changes as suggested in the Matter of compliance.

As such we may issue a development permission for Revised site plan vis-a-vis compliance certificate for 4 Storey Housing scheme on plot sector-IV consists of Residential Building Block 1, Block 2 & Block-3

D/A are put up

for approval.

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16/06/2023.

Yes

In view of the 'X' & 'Y' above compliance may be granted.

16/06/23

Chairperson

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Ph.: 0832-2453608

ANNEXURE-A-28

Office of the Village Panchayat
TALEIGAO
Tiswadi - Goa 403 002

Ref. No. VP / TLG / OCCP-CERT/18/23-24/1389

Date : 23/08/2023

# OCCUPANCY CERTIFICATE

Occupancy certificate is hereby granted to **M/s. Prestige Estate Projects Ltd.,** vide Resolution No. 2(2) of V. P. Meeting dated 18-08-2023 for **proposed construction of Group Housing Scheme ''Prestige Ocean Crest'', on plot Sector-IV, comprising of building Block 1, Block 2 and Block 3 each consisting of basement floor, stilt floor, elevated ground + upper 7 floors as detailed below:**

**[1] Building Block 1 a) Basement floor- Parking b) Stilt Floor- Parking.**
**c) Elevated Gr. Floor- Residential flat- 4 nos. (3 BHK)**
**d) First Floor- Residential flat- 4 nos. (3 BHK)**
**e) Second Floor- Residential flat 4 nos (3 BHK)**
**f) Third Floor- Residential flat- 4 nos. (3 BHK)**
**g) Fourth Floor-Residential flat- 4 nos (3 BHK)**
**h) Fifth floor- Residential flat-4 nos (3 BHK)**
**i) Sixth floor- Residential flat- 4 nos (3 BHK)**
**j) Seventh floor- Residential Flat-4 nos (3 BHK).**

**[2] Building Block 2: a) Basement floor- Parking**
**b) Stilt Floor- 4 nos. shop and parking**
**c) Elevated Gr. Floor- Residential flat- 6 nos. (3 BHK)**
**d) First Floor- Residential flat- 6 nos. (3 BHK)**
**e) Second Floor- Residential flat 6 nos (3 BHK)**
**f) Third Floor- Residential flat- 6 nos. (3 BHK)**
**g) Fourth Floor-Residential flat- 6 nos (3 BHK)**
**h) Fifth floor- Residential flat- 6 nos (3 BHK)**
**i) Sixth floor- Residential flat- 6 nos (3 BHK)**
**j) Seventh floor- Residential Flat-4 nos (3 BHK), Gym-1 no., Swimming pool-1 no.**

**[3] Building Block 3 a) Basement floor- Parking**
**b) Stilt Floor- 3 nos. shop and parking**
**c) Elevated Gr. Floor- Residential flat- 2 nos. (4 BHK), 2 nos. (3 BHK)**
**d) First Floor- Residential flat- 2 nos. (4 BHK), 2 nos. (3 BHK)**
**e) Second Floor- Residential flat 2 nos (4 BHK), 2 nos. (3 BHK)**
**f) Third Floor- Residential flat- 2 nos. (4 BHK), 2 nos. (3 BHK)**
**g) Fourth Floor-Residential flat- 2 nos (4 BHK), 2 nos. (3 BHK)**
**h) Fifth floor- Residential flat- 2 nos (4 BHK), 2nos. (3 BHK)**
**i) Sixth floor- Residential flat- 2 nos. (3 BHK), and Penthouse 2 nos. (5 BHK)**
**j) Seventh floor- 1 no. Multi-purpose hall, 1 no. A.V room, 1 no. Pool table, 1 no. Kids Zone and 1 no. Lounge only.** Approved vide Construction Licence No.

Ph.: 0832-2453608

**Office of the Village Panchayat**

**TALEIGAO**

Tiswadi - Goa 403 002

Ref. No. VP / TLG / OC/18/23-24/1389

Date : 23/8/23

2. Approval from the Office of the Directorate of Health Services, Primary Health Centre, Chimbel Tiswadi, Goa under ref. No. DHS/2023/DHS0401/O0033/771 dated 22-08-2023.
3. Approval from the Office of the Directorate of Fire and Emergency Services, St. Inez, Panaji, Goa, vide Ref. No. DFES/FPNA/2023/35 dated 17-08-2023.
4. **This Certificate shall be treated as NOC for obtaining water and power connection.**
5. If there is any Sale of Flat/Shop, the owner of the building/purchaser has to apply for transfer of house tax within one month to the Panchayat.
6. Payment of Garbage Tax and House tax should be paid regularly to the Panchayat during the financial year and if rented one month's rent as per lease deed should be paid to the Panchayat as annual house tax.
7. No construction should be carried out after issue of Occupancy Certificate.
8. All water drains / roads should be strictly maintained by the occupants of the Building/Bungalow.
9. Trees should be planted within the plot area by the occupant of the building/bungalow so as to keep Taleigao Village Clean and Green.
10. House number allotted to the Residential cum Commercial Building comprising of building Block 1, Block 2 and Block 3 each consisting of Basement floor, stilt floor, elevated ground + upper 7 floors. The details are as follows:

**STILT FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| Stilt Floor | SHOP - 1 | | | 22/253/381 | M/s. Prestige Estate Projects Ltd. | 33260/- | 1000/- |
| | SHOP - 2 | | | 22/253/382 | M/s. Prestige Estate Projects Ltd. | 29896/- | 1000/- |
| | SHOP - 3 | | | 22/253/383 | M/s. Prestige Estate Projects Ltd. | 42846/- | 1000/- |
| | SHOP - 4 | | | 22/253/384 | M/s. Prestige Estate Projects Ltd. | 42846/- | 1000/- |
| | SHOP - 5 | | | 22/253/385 | M/s. Prestige Estate Projects Ltd. | 12188/- | 1000/- |
| | SHOP - 6 | | | 22/253/386 | M/s. Prestige Estate Projects Ltd. | 30546/- | 1000/- |
| | SHOP - 7 | | | 22/253/387 | M/s. Prestige Estate Projects Ltd. | 18748/- | 1000/- |

Ph.: 0832-2453608

Office of the Village Panchayat

TALEIGAO

Tiswadi - Goa 403 002

Ref. No. VP / TLG / OC/23-24/18/1389 -

Date : 23/8/23.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 1002 | D4 | 3BHK | 22/253/389 | M/s. Prestige Estate Projects Ltd. | 5652/- | 720/- |
| | 1003 | B | 3BHK + M | 22/253/390 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1004 | B | 3BHK + M | 22/253/391 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2001 | C1 | 3BHK + M | 22/253/392 | M/s. Prestige Estate Projects Ltd. | 7796/- | 720/- |
| | 2002 | C1 | 3BHK + M | 22/253/393 | M/s. Prestige Estate Projects Ltd. | 7796/- | 720/- |
| | 2003 | D3 | 3BHK + M | 22/253/394 | M/s. Prestige Estate Projects Ltd. | 5715/- | 720/- |
| | 2004 | D3 | 3BHK + M | 22/253/395 | M/s. Prestige Estate Projects Ltd. | 5715/- | 720/- |
| | 2005 | D4 | 3BHK + M | 22/253/396 | M/s. Prestige Estate Projects Ltd. | 5652/- | 720/- |
| | 2006 | D5 | 3BHK + M | 22/253/397 | M/s. Prestige Estate Projects Ltd. | 5659/- | 720/- |
| BLOCK-03 | 3001 | A1 | 4BHK + M | 22/253/398 | M/s. Prestige Estate Projects Ltd. | 11839/- | 720/- |
| | 3002 | A1 | 4BHK + M | 22/253/399 | M/s. Prestige Estate Projects Ltd. | 11839/- | 720/- |
| | 3003 | C1 | 4BHK + M | 22/253/400 | M/s. Prestige Estate Projects Ltd. | 7796/- | 720/- |
| | 3004 | C1 | 4BHK + M | 22/253/401 | M/s. Prestige Estate Projects Ltd. | 7796/- | 720/- |

**FIRST FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1011 | D1 | 3BHK | 22/253/402 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1012 | D | 3BHK | 22/253/403 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 1013 | B | 3BHK + M | 22/253/404 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1014 | B | 3BHK + M | 22/253/405 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2011 | C | 3BHK + M | 22/253/406 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2012 | C | 3BHK + M | 22/253/407 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2013 | D | 3BHK | 22/253/408 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2014 | D | 3BHK | 22/253/409 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2015 | D | 3BHK | 22/253/410 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2016 | D2 | 3BHK | 22/253/411 | M/s. Prestige Estate Projects Ltd. | 5588/- | 720/- |

Ph.: 0832-2453608

Office of the Village Panchayat

TALEIGAO

Tiswadi - Goa 403 002

Ref. No. VP / TLG /OCCP.CERT/18/23-24/1389

Date : 23/8/23

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 3013 | C | 3BHK + M | 22/253/414 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 3014 | C | 3BHK + M | 22/253/415 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |

**SECOND FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1021 | D1 | 3BHK | 22/253/416 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1022 | D | 3BHK | 22/253/417 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 1023 | B | 3BHK + M | 22/253/418 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1024 | B | 3BHK + M | 22/253/419 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2021 | C | 3BHK + M | 22/253/420 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2022 | C | 3BHK + M | 22/253/421 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2023 | D | 3BHK | 22/253/422 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2024 | D | 3BHK | 22/253/423 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2025 | D | 3BHK | 22/253/424 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2026 | D2 | 3BHK | 22/253/425 | M/s. Prestige Estate Projects Ltd. | 5588/- | 720/- |
| BLOCK-03 | 3021 | A | 4BHK + M | 22/253/426 | M/s. Prestige Estate Projects Ltd. | 11694/- | 720/- |
| | 3022 | A | 4BHK + M | 22/253/427 | M/s. Prestige Estate Projects Ltd. | 11694/- | 720/- |
| | 3023 | C | 3BHK + M | 22/253/428 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 3024 | C | 3BHK + M | 22/253/429 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |

**THIRD FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1031 | D1 | 3BHK | 22/253/430 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1032 | D4 | 3BHK | 22/253/431 | M/s. Prestige Estate Projects Ltd. | 5652/- | 720/- |
| | 1033 | B | 3BHK + M | 22/253/432 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1034 | B | 3BHK + M | 22/253/433 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 2031 | C | 3BHK + M | 22/253/434 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |

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Office of the Village Panchayat

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 2035 | D4 | 3BHK | 22/253/438 | M/s. Prestige Estate Projects Ltd. | 5652/- | 720/- |
| | 2036 | D5 | 3BHK | 22/253/439 | M/s. Prestige Estate Projects Ltd. | 5659/- | 720/- |
| BLOCK-03 | 3031 | A | 4BHK + M | 22/253/440 | M/s. Prestige Estate Projects Ltd. | 11694/ - | 720/- |
| | 3032 | A | 4BHK + M | 22/253/441 | M/s. Prestige Estate Projects Ltd. | 11694/ - | 720/- |
| | 3033 | C | 3BHK + M | 22/253/442 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 3034 | C | 3BHK + M | 22/253/443 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| RESTAURANT | | | | 22/253/444 | M/s. Prestige Estate Projects Ltd. | 6224/- | 1000/- |

**FOURTH FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1041 | D1 | 3BHK | 22/253/445 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1042 | D | 3BHK | 22/253/446 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 1043 | B | 3BHK + M | 22/253/447 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1044 | B | 3BHK + M | 22/253/448 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2041 | C2 | 3BHK + M | 22/253/449 | M/s. Prestige Estate Projects Ltd. | 7528/- | 720/- |
| | 2042 | C2 | 3BHK + M | 22/253/450 | M/s. Prestige Estate Projects Ltd. | 7528/- | 720/- |
| | 2043 | D | 3BHK | 22/253/451 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2044 | D | 3BHK | 22/253/452 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2045 | D | 3BHK | 22/253/453 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2046 | D2 | 3BHK | 22/253/454 | M/s. Prestige Estate Projects Ltd. | 5588/- | 720/- |
| BLOCK-03 | 3041 | A | 4BHK + M | 22/253/455 | M/s. Prestige Estate Projects Ltd. | 11694/ - | 720/- |
| | 3042 | A | 4BHK + M | 22/253/456 | M/s. Prestige Estate Projects Ltd. | 11694/ - | 720/- |
| | 3043 | C2 | 3BHK + M | 22/253/457 | M/s. Prestige Estate Projects Ltd. | 7528/- | 720/- |
| | 3044 | C2 | 3BHK + M | 22/253/458 | M/s. Prestige Estate Projects Ltd. | 7528/- | 720/- |
| RESTAURANT | | | | | M/s. Prestige Estate Projects Ltd. | 86956/ | 1000/- |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1051 | D1 | 3BHK | 22/253/460 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1052 | D | 3BHK | 22/253/461 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 1053 | B | 3BHK + M | 22/253/462 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1054 | B | 3BHK + M | 22/253/463 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2051 | C | 3BHK + M | 22/253/464 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2052 | C | 3BHK + M | 22/253/465 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 2053 | D | 3BHK | 22/253/466 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2054 | D | 3BHK | 22/253/467 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2055 | D | 3BHK | 22/253/468 | M/s. Prestige Estate Projects Ltd. | 5581/- | 720/- |
| | 2056 | D2 | 3BHK | 22/253/469 | M/s. Prestige Estate Projects Ltd. | 5588/- | 720/- |
| BLOCK-03 | 3051 | A | 4BHK + M | 22/253/470 | M/s. Prestige Estate Projects Ltd. | 11694/- | 720/- |
| | 3052 | A | 4BHK + M | 22/253/471 | M/s. Prestige Estate Projects Ltd. | 11694/- | 720/- |
| | 3053 | C | 3BHK + M | 22/253/472 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| | 3054 | C | 3BHK + M | 22/253/473 | M/s. Prestige Estate Projects Ltd. | 7472/- | 720/- |
| RESTAURANT | | | | 22/253/474 | M/s. Prestige Estate Projects Ltd. | 54254/- | 1000/- |

**SIXTH FLOOR**

| Block | Unit No | Unit Type | Unit Config. | House No. | Name | House Tax | Garbage Tax |
|---|---|---|---|---|---|---|---|
| BLOCK-01 | 1061 | D1 | 3BHK | 22/253/475 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1062 | D6 | 3BHK | 22/253/476 | M/s. Prestige Estate Projects Ltd. | 5849/- | 720/- |
| | 1063 | B | 3BHK + M | 22/253/477 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1064 | B | 3BHK + M | 22/253/478 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2061 | C3 | 3BHK + M | 22/253/479 | M/s. Prestige Estate Projects Ltd. | 7688/- | 720/- |
| | 2062 | C3 | 3BHK + M | 22/253/480 | M/s. Prestige Estate Projects Ltd. | 7688/- | 720/- |
| | 2063 | D6 | 3BHK | 22/253/481 | M/s. Prestige Estate Projects Ltd. | 5849/- | 720/- |
| | 2064 | D6 | 3BHK | 22/253/482 | M/s. Prestige Estate Projects Ltd. | 5849/- | 720/- |
| | 2065 | D6 | 3BHK | 22/253/483 | M/s. Prestige Estate Projects Ltd. | 5849/- | 720/- |

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**Office of the Village Panchayat**

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 3064 | C3 | 3BHK + M | 22/253/488 | M/s. Prestige Estate Projects Ltd. | 7688/- | 720/- |
| RESTAURANT | | | | 22/253/489 | M/s. Prestige Estate Projects Ltd. | 5778/- | 1000/- |
| SEVENTH FLOOR | | | | | | | |
| Block | Unit No | Unit Type | Unit Config | House No. | Name | House Tax | Garbage Tax |
| BLOCK-01 | 1071 | D1 | 3BHK | 22/253/490 | M/s. Prestige Estate Projects Ltd. | 5347/- | 720/- |
| | 1072 | D8 | 3BHK | 22/253/491 | M/s. Prestige Estate Projects Ltd. | 5700/- | 720/- |
| | 1073 | B | 3BHK + M | 22/253/492 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| | 1074 | B | 3BHK + M | 22/253/493 | M/s. Prestige Estate Projects Ltd. | 9854/- | 720/- |
| BLOCK-02 | 2073 | D8 | 3BHK | 22/253/494 | M/s. Prestige Estate Projects Ltd. | 5700/- | 720/- |
| | 2074 | D8 | 3BHK | 22/253/495 | M/s. Prestige Estate Projects Ltd. | 5700/- | 720/- |
| | 2075 | D8 | 3BHK | 22/253/496 | M/s. Prestige Estate Projects Ltd. | 5700/- | 720/- |
| | 2076 | D9 | 3BHK | 22/253/497 | M/s. Prestige Estate Projects Ltd. | 5700/- | 720/- |

**This carries the embossed seal of this Panchayat.**

**Seen** **Office of the Village Panchayat**

**(Janu M. Rosario)**
**Sarpanch**
**Village Panchayat Taleigao**

**(Gaurish Pednekar)**
**Secretary**
**Village Panchayat Taleigao**

To
Mr. Joe Mathias, Mathias Construction Pvt. Ltd.
C/o GPA holder, M/s. Prestige Estate Projects Ltd.
Executive Director Business Development,
Prestige Falcon Towers, No. 19,
Brunton Road, Bangalore.

Copy for information to:-
1. North Goa Planning & Development Authority, Panaji, Goa.
2. Asst. Engineer, PWD, Panaji, Goa.
3. Asst. Engineer, Electricity Department, Taleigao, Goa.

TRUE COPY

1864

**Joe Mathias <mathias@mathiasgoa.com>**

**ANNEXURE-A-29**

# Urgent Matter

**Joe Mathias** <mathias@mathiasgoa.com> Fri, Apr 26, 2024 at 10:54 PM
To: MOPA COMMITTEE <ecmopa2021@gmail.com>, Kripa Desai <kripadgoa@gmail.com>, Jaideep Fernandes <jaifernz14@yahoo.co.in>, rahulgulati77@yahoo.co.in, Prashant Chopra <prashantnchopra@gmail.com>, Adv Filipe borges <filcarborg@gmail.com>, jagdish sawant <jagdish.sawant@gmail.com>, sundar_damo@yahoo.co.in, "Dr. Maria Borges" <drborgesmaria0103@gmail.com>, Flocy Camelo <flocycamelo@yahoo.com>, Pradeep & Anju Khanna <mindsetglobal@gmail.com>, Chandrakumar <ch@agrawalgroupgoa.com>, Prabha Chandran <prabha.chandran@gmail.com>, Poornima Purohit <poom1958@gmail.com>, jaypur50@gmail.com, Kevin Rodrigues <kevinrod65@yahoo.com>, Sameer Ghali <sameer.ghali77@gmail.com>, 171 Premnath Iyer <premnathiyer@gmail.com>, Arup Bose <arupbose1@gmail.com>, 211 Azores B Tamal Raha <tamalr@yahoo.com>, SK Naik <drsknaik@gmail.com>, sakarna@hotmail.com, Belmira Desouza <belmira_paul@yahoo.co.in>, Vibhash Kumar <vibhashk53@gmail.com>, Percy D <percydpercyd@gmail.com>, "Nina D." <ninapercyd@gmail.com>, Nina Faria <ninafaria204@gmail.com>, arun malik <arun.malik72@gmail.com>, 231 Azores B Osswin D'Costa <osswin@gmail.com>, coolali5152@gmail.com, YUVRAJ SHIRODKER <yuvrajshirodker@gmail.com>, nadia rayani <nadia_jivani2@hotmail.com>, krishanpalsiwach01@gmail.com, Pillai Prashant Tulsidharan <pillaiprashant83@yahoo.co.in>, sunilkhot@hotmail.com, Durbar Ray <dray@nio.org>, valentine dsouza <its_vic217@hotmail.com>, Gopa Kumar OP & Dali <gopakumarop@hotmail.com>, Cynthia Dias <cynthiadias19@gmail.com>, georgethomas79@gmail.com, Veena Jain <veena43jain@gmail.com>, Louella DSouza <louella777@yahoo.com>, 262 Jeffrey Agnelo Melagrus Gracias <jeffgracias@gmail.com>, Budhrao Patankar <budhraop@yahoo.com>, aparna pai <pai.apu27@gmail.com>, Abhijeet Srinivas Shirsekar <abhijit.sh@gmail.com>, mita samant <chintamansamant@yahoo.co.in>, amshroff57@gmail.com, 311 Flores A Sanjay Kulkarni <sanjaykulkarni2611@gmail.com>, Agostinho Rebello <agostinhorebello@yahoo.co.in>, Chiara Da Costa <chiaradacosta@gmail.com>, Udesh Fatarpekar <udeshftr@gmail.com>, mesha87@gmail.com, Shreyash Desai <desaishreyash7@gmail.com>, j t <jyotitamse@gmail.com>, jack barretto <jackqtr@yahoo.co.in>, renee.mendonca.77@gmail.com, Pravat Surya <coolpravat@gmail.com>, Anita Fernandes <anita.a.fernandes31@gmail.com>, Nazareth Sayana & Neil Soares <synasoares@yahoo.co.in>, James Roy <jamesroy99@yahoo.co.uk>, Patricia Pereira <caridadepereiracp@gmail.com>, 351 Flores A Mahesh Kumar Yadav <vinod.yadav8887@yahoo.com>, rhea.mendonca.77@gmail.com, mugdha timble <mugdhakamattimble@gmail.com>, surendra khot <surendrakhot@gmail.com>, vince.rodrigues@responsivemts.com, Milind Naik <naikmilind963@gmail.com>, Kewal Mashelkar <kewalmashelkar82@gmail.com>, riaz.asif300@gmail.com, 411 Flores B Jayant & Kavita & Beena Bhatia <jayantbhatia@rediffmail.com>, Mark Joaquim Fernandes <marcfernandes@hotmail.com>, Anura Prabhu Desai <prabhudesai.anura@gmail.com>, Shilpa Samant <shilpasamant11@gmail.com>, Dattatraya K Patil 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<sanjay.puthal@gmail.com>, Bhaskar Suryanarayan <suribhaskar@gmail.com>, Joaquim De Souza <joaquim.m.desouza@gmail.com>, Anand R <anand.fadte@gmail.com>, deehtsethi199@gmail.com, devidasnaik2018@gmail.com, minakshigupta08oct@gmail.com, namankumar50@gmail.com, vijked@gmail.com, 722 Dattarai Kallapa Patil <rpdpatil@hotmail.com>, Mahesh Dhamapurkar <mahashub@gmail.com>, Shubha Dhamapurkar <shubhadmahesh@gmail.com>, Pratap Raghuvir Sawant <prsawant1@rediffmail.com>, Swati Verma <swati.geo09@gmail.com>, Gaurav Kamlakant Naik <gaurav.naik21@gmail.com>, "Dr. Dhermendra Tiwari" <dhermendratiwari@gmail.com>, Rajesh KS <rajesh.ks29@gmail.com>, vishal walavalkar <vishal.walavalkar@gmail.com>, Nilesh Thanekar Goa Broker <nilesh.thanekar00@gmail.com>, Alpharaaz Khan <alpharaazkhan@icloud.com>, Jisa Randir <regangold2018@gmail.com>, jisa randhir <jisarandhir2015@gmail.com>, Rohan Ramesh Badave <rbadave@gmail.com>, Cajeton London <cajetonlondon@yahoo.co.uk>, Grace Fernandes

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Bcc: Joe Mathias <mathias@mathiasgoa.com>

Dear E. C Members MOPA & Owners,

This is with reference to the legal notice that has been sent to you by Advocate Matlock D'Souza on behalf of his clients Mrs. Dinamati Gomes, Mr. Navnath Gomes and other family members.

At the outset we would like to convey our deepest regrets that you all have to deal with the ordeal for no fault of yours, but you can be rest assured that we will do all that it takes to defend not only our interest but that of you all. Also, we are thankful to you all for reposing the faith and trust that you have in us.

With regard to the email of Adv. D'Souza, we would like to let you know that in so far as the title of the property is concerned the same is clear that we are the owners in possession of the said property. As a matter of fact the title to the property traces right from 1865 which was then owned by General Daniel Perreira Pestana. The original documents from 1865 onwards are in our possession. For those that do not have the title documents of the property the same can be accessed by you from the below link.

https://drive.google.com/file/d/1OKKqXHT7RQnbLVHdH2qSye3nzKABkqvh/view?usp=drive_link

Perusal of the title documents emphatically makes it clear that the property was rightfully purchased by me after following the due process of law and that no one else has any right, title and/or interest to the same other than me or my assigns.

The act of sharing the email by Adv. D'Souza to all the apartment owners is a cowardly act only to create anxiety and confusion in the minds of all. Infact, the said Dinamati Gomes and family have filed a number of proceedings against us, but unfortunately have not been able to succeed in a single matter till date.

As a matter of fact Dinamati Gomes and her family have illegally constructed a part of their so called family home/house on the government land by encroaching upon it, for which the Deputy

Collector has ordered that the encroached area on the government land be demolished immediately. Being aggrieved by the order of the Deputy Collector, Dinamati Gomes approached the Hon'ble High Court to set aside the order of the Deputy Collector. Unfortunately, to the bad luck of Dinamati Gomes, the Hon'ble High Court upheld the order of the Deputy Collector. Perusal of the order of the Hon'ble High Court clarifies each and every aspect, wherein Dinamati Gomes was unable to prove her own case and answer the queries raised by the Hon'ble Court, para 6 of the Order sums it all. We have also got to know that the NGPDA has rendered the entire structure of Dinamati Gomes & family which is illegally constructed in our property and partially on the Government land as illegal as she was unable to prove the legality of the same, consequently the NGPDA has ordered for demolition of the entire structure. Also, we have got to know that Dinamti Gomes has challenged the High Court order in the Hon'ble Supreme Court of India, wherein as of now the Hon'ble Supreme Court has granted a status quo in the said matter. It is only a matter of time before the authorities implements its orders, which will be in due course of time.

Dinamati Gomes & family have sent the legal notice through their lawyer to you all only out of sheer desperation as they are running out of all options which they have explored to save their illegal structure/family home, wanting to settle their scores with me/us only to save their illegal structure which does not have a single permission from any authority and are misrepresenting the facts of their so called claim which they are not entitled to. Infact, considering Dinamati Gomes & her family resided in the illegal structure which is situated in our property, they have witnessed the construction of the project from 2007 onwards but never raised any objections, etc. until recently, when they came to know that their structure will be demolished.

Infact, there are proceedings that are pending between Dinamati Gomes and us claiming rights to the said property. In one of the suits filed by her the Hon'ble Civil Court has dismissed the suit vide its order dated 18/04/2017, which is attached hereto for your kind perusal. An observation of the same has also been made by the Hon'ble High Court in its order dated 15/03/2024.

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Though Clause 7 (d) of your Sale Deeds states *"Mathias Construction Private Limited, as the Promoter Vendor takes full responsibility for the legal and marketable title of the said property"*. You can be rest assured that we, without any doubt are the rightful owners of the same and no one else has any claim, right and interests therein. The moves being made by Dinamati Gomes & family are of desperation only to create confusion, unrest and scare away the flat owners.

Once again, I would like to let you know that should there be any flaw in the title of the property, you can be reset assured that I/we will do all that it takes to defend and protect your rights and interest of your apartments of which you are the rightful owners of.

Warm regards,

Joe Mathias

[Quoted text hidden]

**2 attachments**

**HON'BLE HIGH COURT OF BOMBAY IN GOA_DINAMATI_FINAL ORDER.pdf**
199K

**SPL. CIVIL SUIT PREEMPTION & ORDER.pdf**
5393K

**TRUE COPY**

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## ANNEXURE-A-30

**From:** Joe Mathias <mathias@mathiasgoa.com>
**Sent:** Monday, May 27, 2024 1:33 PM
**To:** Prakash Agrawal <prakashagrawal@msn.com>
**Cc:** MOPA COMMITTEE <ecmopa2021@gmail.com>; Kripa Desai <kripadgoa@gmail.com>; Jaideep Fernandes <jaifernz14@yahoo.co.in>; rahulgulati77@yahoo.co.in; Prashant Chopra <prashantnchopra@gmail.com>; Adv Filipe borges <filcarborg@gmail.com>; jagdish sawant <jagdish.sawant@gmail.com>; sundar_damo@yahoo.co.in; Dr. Maria Borges <drborgesmaria0103@gmail.com>; Flocy Camelo <flocycamelo@yahoo.com>; Pradeep & Anju Khanna <mindsetglobal@gmail.com>; Chandrakumar <ch@agrawalgroupgoa.com>; Prabha Chandran <prabha.chandran@gmail.com>; Poornima Purohit <poom1958@gmail.com>; jaypur50@gmail.com; Kevin Rodrigues <kevinrod65@yahoo.com>; Sameer Ghali <sameer.ghali77@gmail.com>; 171 Premnath Iyer <premnathiyer@gmail.com>; Arup Bose <arupbose1@gmail.com>; 211 Azores B Tamal Raha <tamalr@yahoo.com>; SK Naik <drsknaik@gmail.com>; sakarna@hotmail.com; Belmira Desouza <belmira_paul@yahoo.co.in>; Vibhash Kumar <vibhashk53@gmail.com>; Percy D <percydpercyd@gmail.com>; Nina D. <ninapercyd@gmail.com>; Nina Faria <ninafaria204@gmail.com>; arun malik <arun.malik72@gmail.com>; 231 Azores B Osswin D'Costa <osswin@gmail.com>; coolali5152@gmail.com; YUVRAJ SHIRODKER <yuvrajshirodker@gmail.com>; nadia rayani <nadia_jivani2@hotmail.com>; krishanpalsiwach01@gmail.com; Pillai Prashant Tulsidharan <pillaiprashant83@yahoo.co.in>; sunilkhot@hotmail.com; Durbar Ray <dray@nio.org>; its_vic217@hotmail.com; eugene rent <dr.e.rent@gmail.com>; Gopa Kumar OP & Dali <gopakumarop@hotmail.com>; Cynthia Dias <cynthiadias19@gmail.com>; georgethomas79@gmail.com; Veena Jain <veena43jain@gmail.com>; Louella DSouza <louella777@yahoo.com>; 262 Jeffrey Agnelo Melagrus Gracias <jeffgracias@gmail.com>; Budhrao Patankar <budhraop@yahoo.com>; aparna pai <pai.apu27@gmail.com>; Abhijeet Srinivas Shirsekar <abhijit.sh@gmail.com>; mita samant <chintamansamant@yahoo.co.in>; amshroff57@gmail.com; 311 Flores A Sanjay Kulkarni <sanjaykulkarni2611@gmail.com>; Agostinho Rebello <agostinhorebello@yahoo.co.in>; Chiara Da Costa <chiaradacosta@gmail.com>; Udesh Fatarpekar <udeshftr@gmail.com>; mesha87@gmail.com; Shreyash Desai <desaishreyash7@gmail.com>; j t <jyotitamse@gmail.com>; jack barretto <jackqtr@yahoo.co.in>; renee.mendonca.77@gmail.com; Pravat Surya <coolpravat@gmail.com>; Anita Fernandes <anita.a.fernandes31@gmail.com>; Nazareth Sayana & Neil Soares <synasoares@yahoo.co.in>; James Roy <jamesroy99@yahoo.co.uk>; Patricia Pereira <caridadepereiracp@gmail.com>; 351 Flores A Mahesh Kumar Yadav <vinod.yadav8887@yahoo.com>; rhea.mendonca.77@gmail.com; mugdha timble <mugdhakamattimble@gmail.com>; surendra khot <surendrakhot@gmail.com>; vince.rodrigues@responsivemts.com; Milind Naik <naikmilind963@gmail.com>; Kewal Mashelkar <kewalmashelkar82@gmail.com>; riaz.asif300@gmail.com; 411 Flores B Jayant & Kavita & Beena Bhatia <jayantbhatia@rediffmail.com>; Mark Joaquim Fernandes <marcfernandes@hotmail.com>; Anura Prabhu Desai <prabhudesai.anura@gmail.com>; Shilpa Samant <shilpasamant11@gmail.com>; Dattatraya K Patil <drvijayppatil_1966@rediffmail.com>; silvaa@rediffmail.com; devidas naik <dn.nk135@gmail.com>; Aashish Surendra Kamath <kamath901@gmail.com>; Vijay Jain <vijayjain@rashtriyatubes.com>; Stephen Fernandes /Stephanie Fernandes <stevenovo@rediffmail.com>; seeyaneesa99@rediffmail.com; Nitin Naik

# 1870

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Narendra Thaly <narendra.thaly@gmail.com>; vijayadharans@rediffmail.com; Gustavo Monteiro <adv.gustavomonteiro@gmail.com>; Mimi Menezes <mimimenezes@wallacepharma.net>; Dr. Dinesh F Swamy <dfswamy@gmail.com>; Sundeep Singapuri <sundeep@airbornerecruiting.com>; ravi ravi <ravi@harahousing.com>; Richa Sondhi <sondhiricha@hotmail.com>; pedrinaper@gmail.com; jisa randhir <jisarandhir2015@gmail.com>; Amit Dahiya <amitdahiya9027@gmail.com>; Pournima Dhume <dhume.ps@gmail.com>; Anu Richa Sondhi <bunty19@hotmail.com>; markpereira10@gmail.com; Jisa Randir <regangold2018@gmail.com>; revati@goaelectronics.co.in; Pournima Dhume <pourni2407@gmail.com>; malikarjun badami <badamimv@gmail.com>; akshaybadami1993@gmail.com; Sandesh Tendolkar <sandeshtendolkar@live.com>; Prarthana Tendolkar <prarthanatendolkar@gmail.com>; prasenjitmazumdar@hotmail.com; sumitramazumdar@hotmail.com; Nazir Phrioz Rayani & Rayani <nr_stp@rediffmail.com>; Marta Elisa Martis <martisjo@yahoo.com>; dhapu@rediffmail.com; vedha Narvekar <devusayhi@gmail.com>; vvnarvekar18@gmail.com; Sadique Shaikh <excel_engico@yahoo.com>; Azra Shaikh <tazeenzara@hotmail.com>; Ritu Chaudhari <rchaudhuri98@gmail.com>; Debajyoti Chaudhuri <debradio@gmail.com>; Dilip NAIK <dpn@reematransport.com>; Kalpana Naik <kalpana_may@yahoo.co.in>; Tushar Kothalkar <tusharkothalkar@gmail.com>; dr.rita@yahoo.com; Jagbir Sinha <jagbirsinha@hotmail.com>; Puja Sinha <bliss1607@gmail.com>; vincent.ramos@tajhotels.com; Deena Ramos <deenaramos@gmail.com>; Nachiket Karmarkar <nachiketkarmarkar@gmail.com>; Ramesh Karmarkar <rgkarmarkar@gmail.com>; Ashwin George <ashwingeorge3@gmail.com>; Nisha George <nishasarageorge@gmail.com>; Yogesh Arora <yogeez71@yahoo.com>; yogesharora31@yahoo.com; Ravinder & Usha Mehta <ravindermehta@yahoo.com>; RavinderMehta <mht.ravinder@yahoo.com>; Carmo Barretto <carmobarretto@hotmail.com>; kavcelin@rediffmail.com; Jaspal <jaspal.sinha@gmail.com>; mousamisingh@gmail.com; Carmo Barretto <carmobarretto@gmail.com>; Sanjay Kamat <SanjayKamat08@gmail.com>; Vikram shah <shahspl11@gmail.com>; kumar vidhani <kumarvidhani@yahoo.com>
**Subject:** Re: SOCIETY FORMATION IS MOST URGENT AND OVERDUE

Dear Mr. Agrawal,

This is with reference to your email dated 20-05-2024 copied below.

At the outset, we must deny all the false and baseless allegations which you have levelled against us. You may please note that we had already initiated appropriate and required procedure for the formation of the Co-operative Housing Maintenance Society under Goa Cooperative Societies Act, 2001 and rules framed there under, in the AGM that was scheduled on 03-04-2022 and which was minuted accordingly and the subsequent email sent to all owners including yourself dated 14-04-2022.

I hope you are aware that it has taken us nearly two years of consistent efforts and follow-up with owners to complete the documentation and formalities for

200 owners, wherein EC MOPA was updated of the above vide our email dated 14-02-2024 and informed about the new requirement of Rs. 500/- per member that is required to be paid to the Registrar of Cooperative Societies as per the amended Goa Co-operative Society Rules 2003 published in the Official Gazette Notification No. 42/2/2001/TS/RCS(Suppl.) dated 22nd June 2023. In the same email dated 14-02-2024, EC MOPA was also requested to proceed with collection of Rs. 500/- per member by asking owners with completed documentation as per list provided, to pay the same into MOPA account from where it would need to be paid collectively online to the Registrar of Cooperative Societies. Please find a copy of the same attached for your reference.

Thereafter on seeing that the requested formalities for society registration were not being completed, we have sent an email directly to all owners including yourself on 18-03-2024 wherein under point no. 3, we have informed all the owners directly regarding the new requirement of making the contribution of Rs. 500/- per member and the reasons for making the said contribution. Information was also provided to owners regarding the mode of collection of the above contribution.

The above flow of events clearly indicates our genuine intent towards registration of the Co-operative Housing Maintenance Society for Mathias Ocean Park as we are well aware of our obligation to do the same. Therefore, there is no need for you to remind us of our obligations.

However, it is surprising to note that though you are one of the flat owner in the said project and while making such frivolous allegations against us, you have yourself not submitted any documentation till date, which are required to be submitted from your end for formation of the Society nor supported us for expediting the said process in spite of the fact that you are very well aware that the procedure to form such society has been initiated by us long back. You may note that the registration of such Society is delayed and the same is attributed to such owners like yourself who have not cooperated with us.

Subsequently, EC MOPA vide their email dated 27-03-2024 marked to us and all owners including yourself, informed us of the Committee's decision to only proceed with society formation once certain issues are resolved. If you have

any objections to this decision taken by EC MOPA, you are requested to please take up the matter directly with them.

As there is no set timeframe for resolution of these issues, which in turn would further delay the registration of the Co-operative Housing Maintenance Society for Mathias Ocean Park, we were left with no choice other than leaving the responsibility of registration of the Co-operative Housing Maintenance Society for Mathias Ocean Park to EC MOPA and Owners. We have informed EC MOPA and owners including yourself of this decision by our email dated 03-04-2024.

Your allegation and statements made in your email copied below, that the present Association which is managing day to day affairs/ requirements of the building and its residence is illegal, is highly objectionable, as you have no right to call such an association as illegal as the said association is formed with sole intention to manage day to day functioning/ maintenance of the said project as more specifically provided in the Bye laws of the said association and till date it has managed the affairs of the Society protecting the interest of all the owners including yourself and the said Association is functioning within four corners of law i.e. by adhering to all the requirements under law.

You are henceforth requested not to address such unwarranted emails to us or to any other owners thereby creating unnecessary confusion in the minds of owners.

You may further note that none of the contents of your said trailing mail may be considered as admitted by us for want of specific denial.

In the event you continue to address such unwarranted emails to us in future, please note that the same shall not be entertained at all by us and we shall not be duty bound to reply to you on the subject matter.

Regards,

Joe Mathias

**TRUE COPY**






Joe Mathias <mathias@mathiasgoa.com>

**ANNEXURE-A-31**

# Clarification_Possession of Property bearing Survey No. 249/1-A of Village Taleigao.

25 messages

**Joe Mathias** <mathias@mathiasgoa.com> Fri, Jul 12, 2024 at 6:44 PM
To: MOPA COMMITTEE <ecmopa2021@gmail.com>, George Thomas <pgeorgethomas79@gmail.com>, Harish Tank <hearwellindiaa@gmail.com>, Kripa Desai <kripadgoa@gmail.com>, Jaideep Fernandes <jaifernz14@yahoo.co.in>, rahulgulati77@yahoo.co.in, Prashant Chopra <prashantnchopra@gmail.com>, Adv Filipe borges <filcarborg@gmail.com>, "Dr. Maria Borges" <drborgesmaria0103@gmail.com>, Flocy Camelo <flocycamelo@yahoo.com>, Pradeep & Anju Khanna <mindsetglobal@gmail.com>, Chandrakumar <ch@agrawalgroupgoa.com>, Prabha Chandran <prabha.chandran@gmail.com>, Bhupinder Khalsa <bskhalsa@rogers.com>, Kevin Rodrigues <kevinrod65@yahoo.com>, Sameer Ghali <sameer.ghali77@gmail.com>, 171 Premnath Iyer <premnathiyer@gmail.com>, Arup Bose <arupbose1@gmail.com>, 211 Azores B Tamal Raha <tamalr@yahoo.com>, SK Naik <drsknaik@gmail.com>, Belmira Desouza <belmira_paul@yahoo.co.in>, Vibhash Kumar <vibhashk53@gmail.com>, Percy D <percydpercyd@gmail.com>, "Nina D." <ninapercyd@gmail.com>, Nina Faria <ninafaria204@gmail.com>, arun malik <arun.malik72@gmail.com>, 231 Azores B Osswin D'Costa <osswin@gmail.com>, coolali5152@gmail.com, YUVRAJ SHIRODKER <yuvrajshirodker@gmail.com>, krishanpalsiwach01@gmail.com, Pillai Prashant Tulsidharan <pillaiprashant83@yahoo.co.in>, sunilkhot@hotmail.com, Durbar Ray <dray@nio.org>, valentine dsouza <its_vic217@hotmail.com>, Gopa Kumar OP & Dali <gopakumarop@hotmail.com>, Cynthia Dias <cynthiadias19@gmail.com>, georgethomas79@gmail.com, Veena Jain <veena43jain@gmail.com>, Louella DSouza <louella777@yahoo.com>, 262 Jeffrey Agnelo Melagrus Gracias <jeffgracias@gmail.com>, Abhijeet Srinivas Shirsekar <abhijit.sh@gmail.com>, mita samant <chintamansamant@yahoo.co.in>, 311 Flores A Sanjay Kulkarni <sanjaykulkarni2611@gmail.com>, Agostinho Rebello <agostinhorebello@yahoo.co.in>, Chiara Da Costa <chiaradacosta@gmail.com>, Udesh Fatarpekar <udeshftr@gmail.com>, mesha87@gmail.com, Shreyash Desai <desaishreyash7@gmail.com>, 331 Flores A Yogesh V Nadkarni <ynadkarni@yahoo.com>, jack barretto <jackqtr@yahoo.co.in>, Anita Fernandes <anita.a.fernandes31@gmail.com>, Nazareth Sayana & Neil Soares <synasoares@yahoo.co.in>, James Roy <jamesroy99@yahoo.co.uk>, Patricia Pereira <caridadepereiracp@gmail.com>, 351 Flores A Mahesh Kumar Yadav <vinod.yadav8887@yahoo.com>, mugdha timble <mugdhakamattimble@gmail.com>, surendra khot <surendrakhot@gmail.com>, vince.rodrigues@responsivemts.com, Kewal Mashelkar <kewalmashelkar82@gmail.com>, riaz.asif300@gmail.com, 411 Flores B Jayant & Kavita & Beena Bhatia <jayantbhatia@rediffmail.com>, Mark Joaquim Fernandes <marcfernandes@hotmail.com>, Anura Prabhu Desai <prabhudesai.anura@gmail.com>, Shilpa Samant <shilpasamant11@gmail.com>, Dattatraya K Patil <drvijayppatil_1966@rediffmail.com>, silvaa@rediffmail.com, devidas naik <dn.nk135@gmail.com>, Aashish Surendra Kamath <kamath901@gmail.com>, Anu Richa Sondhi <bunty19@hotmail.com>, Richa Sondhi <sondhiricha@hotmail.com>, Vijay Jain <vijayjain@rashtriyatubes.com>, Stephen Fernandes /Stephanie Fernandes <stevenovo@rediffmail.com>, seeyaneesa99@rediffmail.com, Nitin Naik Bombi & Sons <nitinnaik@bombi.in>, Aulio Elinio Colaco /Luis Anand Colaco <ecagencies@rediffmail.com>, Prince Arora <prince.arora90@gmail.com>, Abhay Dalvi <abhaydalvi@hotmail.com>, Noel Mendes <noelmendes@gmail.com>, satishmistry456@ymail.com, Vijaykrishna Pikale <vpikale77@gmail.com>, CA Vinesh Pikale <vineshpikale@gmail.com>, drleela chavan <drleelachavan@yahoo.com>, nacport@yahoo.com, Riva Trindade <rivatrindade@yahoo.co.in>, srinivasshinkre@gmail.com, Sameer Volvoicar <sameervolvoicar@gmail.com>, gabper80@gmail.com, guifsands@hotmail.com, danny.rodrigues2617@gmail.com, Alvo Dias <alvoh.dias@gmail.com>, abhinav.shah84@yahoo.com, Saviour Coutinho <saviour.coutinho@gmail.com>, Gandharv Singh Chauhan <gandharvc@gmail.com>, Shrutin Ulman <dipaliulman@yahoo.co.in>, neel pawar <neel_pawar@yahoo.com>, randeep lather <randeeplather@yahoo.com>, ashokrane@gmail.com, Irvin Soares <irvinmjs@gmail.com>, 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Badave <rbadave@gmail.com>, Cajeton London <cajetonlondon@yahoo.co.uk>, Grace Fernandes <graceferns81@gmail.com>, info <info@supernovagoa.com>, y2kanilchoudhary@gmail.com, Pravit Dessai <pravitdessai@gmail.com>, Devika Mehta <devika_mehta@hotmail.com>, Shekhar Netravalkar <netravalkar17@gmail.com>, 1414 Martina D Costa <havervaz@yahoo.com>, Pratima Kessarkar <prtimakessarkar@gmail.com>, revati@goaelectronics.co.in, Amit Dahiya <amitdahiya9027@gmail.com>, Pournima Dhume <dhume.ps@gmail.com>, Pournima Dhume <pourni2407@gmail.com>, Sujal Bandodkar <bandodkarsujal@gmail.com>, Cruz Dias <cruzdias1962@gmail.com>, Areef Sardar <sardareef@gmail.com>, Kundan Kumar <tokkundan@gmail.com>, Daryl Varghese <darylvarghese93@gmail.com>, Keith Daniel Dsouza

1876
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<sundeep@airbornerecruiting.com>, ravi ravi <ravi@harahousing.com>, Azra Shaikh <tazeenzara@hotmail.com>, Puja Sinha <bliss1607@gmail.com>, Devavrat Samant <devavrat.samant11@gmail.com>, Satish Koshal <satish_koshal@yahoo.com>, Rahul Gulati <gulatirahul1977@gmail.com>, Rajesh Dessai <rajeshdessai2017@gmail.com>, Sanjeev Kumar Sudan <s.k.sudan@gmail.com>, tkmehta2021@gmail.com, ravish hasija <ravish.hasija99@gmail.com>, "Neetu S." <neetu.nio@gmail.com>, Beboz89@gmail.com, Paul Swales <prswales@gmail.com>, Swati Joshi <swati.joshi1110@gmail.com>, "Dr. Dinesh F Swamy" <dfswamy@gmail.com>, Geeta Hegde <hegdegeeta.23@gmail.com>, Pravat Surya <coolpravat@gmail.com>, Dilip NAIK <dpn@reematransport.com>, Chander Shekhar Sharma <cssharma19@gmail.com>, Jayant Purohit <jaypur50@gmail.com>, Poornima Purohit <poom1958@gmail.com>, Dr Ashwin Naik <ashu.nk189@gmail.com>, Belmira Desouza <belmira66@gmail.com>, horizonatlast@gmail.com, Sunita Umraskar <sunitumras23@gmail.com>, Nikhil Umraskar <umraskarnikhil@gmail.com>, Divya Davda <divya.davda@gmail.com>, Charumathi Nagarajan <nrcharu@gmail.com>, Atul Puri <atulpuri@gmail.com>, veenapuri17@gmail.com, Anand R <anand.fadte@gmail.com>, vijay ghai <ghaivijay1950@gmail.com>, kavcelin@rediffmail.com, rakeshbadoni@gamil.com, rakesh.p.badoni@gmail.com

Dear E. C Members MOPA & Owners,

As mentioned in my email of 26th April, 2024, again we would like to convey our deepest regrets that you all have to deal with the ordeal that you all are going through on account of the complaints and doings of Mr. Prakash Agrawal at Mathias Ocean Park, but you can be rest assured that everything is in order and that our title is fully perfect and valid and we are and continue to be in possession of the property. Despite of all the commotion that is going on at Ocean Park you all have reposed your faith and trust in us, for which we are thankful.

The contents of the email of Mr. Agrawal is the same as that of Adv. D'Souza and we stand by our email of 26th April, 2024 which is being shared herein for your kind reference along with the attachments.

Mr. Joe Mathais being the successful bidder in the auction proceedings was allotted the properties which was confirmed by the Inventory Court by its Order dated 18/08/2006.

To elaborate a little more as regards to the possession of the property we would like to let you know that:

The order of 14/02/2008 (relied upon by Mr. Prakash Agrawal and Adv. Matlock D'Souza) passed in Civil Application No. 294/2007 in First Appeal No. 289/2006 would be in force so long as the First Appeal No. 289/2006 had not been decided. From the said order dated 14/02/2008, an appeal was filed before the Hon'ble Supreme Court (SLP/SLA No. 5488/2008) which by Order dated 02/05/2008 stayed the said order dated 14/02/2008, **whereby the possession of the property by Joe Mathias continued**. Subsequently, the First Appeal No. 289/2006 was disposed off by the Hon'ble High Court by Consent Order/Decree dated 14/03/2012. Order dated 02/05/2008 is attached for your reference.

Accordingly, the Hon'ble Supreme Court was informed that the First Appeal No. 289/2006 had been disposed off by way of Consent terms and accordingly the said appeal bearing SLP/SLA No. 5488/2008 was withdrawn by Mr. Joe Mathias on 30/07/2012. The said appeal (SLP/SLA No. 5488/2008) in the Hon'ble Supreme Court was withdrawn because the said order dated 14/02/2008 had ceased to exist on 14/03/2012, when the First Appeal No. 289/2006 was settled by Consent Order/Decree before the Hon'ble High Court. **Thus, the possession of the property continued in Mr. Joe Mathias at all times as constructions were carried out and continued, which fact was observed by the Hon'ble High Court, in its Judgment dated 15/09/2010 in Writ Petition No. 213/2008 and the possession continues till date**. It is an undisputed fact from the above that Mr. Joe Mathias and MCPL have been in possession of the property, and even Mrs. Clotildes Fernandes, being the predecessor in title, did not dispute the said fact during her lifetime. Attached hereto are the Judgment/Order dated 15/09/2010 and 30/07/2012 for your kind reference.

As many of you know this project has been approved by a number of banks, to name a few i.e. State Bank of India, HDFC Bank, ICICI Bank, Bank of India, etc. of which some of you have obtained loans to purchase apartments. Had there been a discrepancy in the title of the

property/project none of the banks would have approved our project nor would they have sanctioned to those of you that have availed loans.

Besides the Banks approving the title of the property Prestige Group being a public limited company wherein due diligence is done to utmost perfection has developed a part of the property and is successfully sold out as on date.

We are also given to understand that Mr. Navnath Gomes who is allegedly claiming to be a resident of the complex, has neither any apartment/s in the project nor does he and/or his family members have any ownership and/or rights to the property.

Should there be any discrepancy and/or shortcomings we will do all that is required to defend not only our interest but that of you all as well.

All the damage that is being done by Mr. Prakash Agrawal arises from the fact that he has an axe to grind against Mr. Joe Mathias, on account of the criminal complaint filed against him for extortion and blackmail at which time he was caught red handed and was nabbed by the Goa Police subsequent to which he has been charge sheeted. Mr. Prakash Agrawal's various complaints/acts/conduct are all a counter blast hoping that we will be coerced to withdraw our complaint for which he has been charge sheeted. We have got to know that Mr. Prakash Agrawal has used a similar modus operandi against various other builders in India.

It is all thanks to Mr. Prakash Agrawal that the residents of Mathias Ocean Park are now living in a fearful atmosphere resulting in a divide amongst the members, which is very saddening.

This is for your kind information. Should you need any further clarifications feel free to contact us.

Warm regards,

Joe Mathias

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
E : mathias@mathiasgoa.com
W : www.mathiasgoa.com

**TRUE COPY**

---------- Forwarded message ---------
From: **Joe Mathias** <mathias@mathiasgoa.com>
Date: Fri, Apr 26, 2024 at 10:54 PM
Subject: Re: Urgent Matter
To: MOPA COMMITTEE <ecmopa2021@gmail.com>, Kripa Desai <kripadgoa@gmail.com>, Jaideep Fernandes <jaifernz14@yahoo.co.in>, <rahulgulati77@yahoo.co.in>, Prashant Chopra <prashantnchopra@gmail.com>, Adv

**ANNEXURE-A-32**

MINUTES OF THE EXTRA-ORDINARY GENERAL BODY MEETING OF MATHIAS OCEAN PARK ASSOCIATION, HELD ON 14TH JULY 2024, AT ZUMBA HALL, CLUB HOUSE, OCEAN PARK, DONA PAULA – GOA.

The meeting started at 5:30 pm in the Zumba Hall of the club house of Mathias Ocean Park Residency.

1. Dr Peter Rodrigues welcomed all owners present. Dr Deb Chaudhuri proposed that Dr Peter should chair the meeting. He was seconded by Dr Dinesh Swamy, Mr. Prashant Chopra and others.

2. At the onset, the ex-treasurer Ms. Nadia Rayani, requested to speak before the meeting. She brought up an issue (grievance) about a telephonic conversation between her spouse and another owner, and demanded action be taken. However, with consensus of most present, this matter was deferred for future deliberations as it was beyond the scope of the agenda for the meeting.

3. Dr. Peter stressed on the urgent need to form an EC for everyday maintenance issues like payment to vendors, minor repairs, etc.

4. The following questions were asked to the ex-treasurer Ms. Nadia Rayani;
    a) Status of audited accounts
    b) Balance corpus amount in MOPA accounts as on date
    c) Contact details of Auditor and date of sending accounts for auditing.

Ms. Rayani stated that the audited accounts were not yet available. She further asked to contact the Estate Manager for the remaining queries. Later on, she stated that the audited accounts would be available likely by the coming Monday/Tuesday (15th / 16th July 2024).

5. Dr. Peter asked for spot nominations from those present for post in the new EC. He requested those members having “conflict of interest” to refrain from the nominations. On enquiry, the condition of “conflict of interest” was clarified by Dr. Peter and Ms. Saloni. Another query regarding participation of ex-EC members was settled by opting for voting if need be. Ms. Saloni suggested that all members opting for EC should self-declare - no conflict of interest.

6. Based on the criteria that only house owners with registered sale deed and no conflict of interest should be nominated, a list of candidates was announced. The list included 19 persons including 6 who were absent. The list is as follows;

    Mr Prashant Chopra
    Mr. Caridade Perierra
    Dr. Ashwin Naik
    Mr. Rishi Merhotra
    Dr. Rohan Badve
    Mr. Ravish Hasija
    Col. Bhupesh Kumar (Retd)
    Mr. Jagbir Sinha
    Mr. Chandrashekhar Sharma
    Ms. Swati Joshi
    Mr. George Thomas
    Dr. Deb Chaudhuri
    Dr. Peter Rodrigues

    The 6 absent candidates were as follows;

    Dr. Sushant
    Ms. Belmira Mascarenhas
    Ms. Shubhangi Khot
    Ms. Divya Davda
    Mr. Vishal Walavalkar
    Ms. Prarthana Tendulkar

It was decided that the absent members would be co-opted if they were willing and met the criteria mentioned above.

7. With regards to handling of accounts, multiple issues were raised. Dr. Peter clarified that the new EC would be responsible for accounts only after handover from ex-treasurer and change of signatories at the bank. Mr. Ravish asked if there were any pending dues to which Ms. Nadia Rayani replied that there were no pending dues.

8. On majority consensus, voting for the posts of Chairman, Treasurer and Secretary was undertaken by the new EC members privately. The elected members are as below;

Chairman – Dr. Peter Rodrigues
Treasurer – Mr. Prashant Chopra
Secretary – Ms. Swati Joshi
Jt. Secretary – Mr. Caridade Pereira

9. Ms. Saloni suggested to conduct a meeting of the new and ex-EC members for handover so that the new EC can take over and all payments to vendors, etc. can be made. Mr. Carmo Baretto suggested that the handover be shared with all owners.

10. Mr. Prasad Amonkar appealed to the members to provide support and cooperation to the EC members especially in legal matters. He also stressed on importance of transparency on part of the EC members.

11. The payment of Rs 500/- per Owner towards society formation was discussed and it was deferred to a later date as there was no clear consensus.

12. Ms. Saloni said that any decision taken by the EC in good faith and, with intimation to owners should be respected. The work done by the previous EC members was acknowledged.

13. The signatories for the Mathias Ocean Park Association with respect to all bank accounts will be the newly elected Treasurer, Secretary and the Chairman mentioned above.

14. The meeting concluded with vote of thanks by Dr. Peter Rodrigues.

Sd/-

Dr. Peter Rodrigues,
Chairman,
Mathias Ocean Park Association
Dona Paula – Goa,

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## ANNEXURE-A-33

**From:** Joe Mathias <mathias@mathiasgoa.com>

**Subject: Re: Meeting with MCPL | NGT Issue**

**Date:** September 24, 2024 at 3:34:03 PM GMT+5:30

**To:** MOPA COMMITTEE <ecmopa2021@gmail.com>

**Cc:** 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.fadte@gmail.com, 1237 Satish Kumar <satishgoa@gmail.com>, calvin1608@yahoo.com, hegdegeeta.23@gmail.com, Kevin Rodrigues <kevinrod65@yahoo.com>, randeep lather <randeeplather@yahoo.com>, sudha.vijayadharan@gmail.com, Jeanette Barbosa Noronha <jeanettecabn@gmail.com>, poom1958@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, rakeshbadoni@gmail.com, "Dr. Maria Borges" <drborgesmaria0103@gmail.com>, info rliindia <info@rliindia.com>, 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>, vijkhed@gmail.com, 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>, danielcarneiro.m@gmail.com, S <ssg1950@gmail.com>, 1232 Dr Amar Rohidas Prabhudesai <amar_goa@rediffmail.com>, 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.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, Sameer Volvoicar <sameervolvoicar@gmail.com>, mihir Choudhary <drmihirchoudhary@gmail.com>, John Samson <johng.samson@gmail.com>, Jaspal <jaspal.sinha@gmail.com>, bhadresh@hotmail.com, Pawan Dewangan <pdewangan@gmail.com>, danny.rodrigues2617@gmail.com, Narendra Thaly <narendra.thaly@gmail.com>, arun malik <arun.malik72@gmail.com>, Chandrakumar <ch@agrawalgroupgoa.com>, Mimi Menezes <mimimenezes@wallacepharma.net>, jerry braganza <jerrybraganza12@gmail.com>, eugene rent <dr.e.rent@gmail.com>, sumitramazumdar@hotmail.com, Pournima Dhume <pourni2407@gmail.com>, Mahesh Dhamapurkar <mahashub@gmail.com>, Cruz Dias <cruzdias1962@gmail.com>,

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Dear EC Members and Owners,

This is in reference to matters filed by Mr. Navnath Andre Kankonkar (Gomes) and Mr. Prakash Agrawal to National Green Tribunal (NGT) for certain works related to the Environmental Clearance granted to our completed and ongoing projects in Survey No. 249/1-A, part of which includes Mathias Ocean Park-Sector I.

In our earlier emails dated 26/04/2024 and 12/07/2024 attached for your reference, we have already briefed you on why these two individuals i.e. Mr. Navnath Andre Kankonkar (Gomes) and Mr. Prakash Agrawal, are filing complaints to various departments against our completed and ongoing projects in Survey No. 249/1-A, which is for their own ulterior motives.

The above-mentioned applications made to NGT have resulted in several inspections being conducted by various government departments since July 2024.

The NGT matter of Mr. Navnath Andre Kankonkar (Gomes) that came up for first hearing on 10/09/2024, was disposed-off by the NGT on the premature nature of his contentions.

In the NGT matter of Mr Prakash Agrawal, the next hearing of which is scheduled for 27/09/2024, is still ongoing and may result in certain orders being passed, which will require the support and cooperation of flat owners in Mathias Ocean Park – Sector I. Mr Agrawal in his application has not made EC MOPA nor any of the flat owners, a party to the proceedings but has made allegations that appear to be on behalf of all flat owners at Ocean Park.

**In fact, Mr. Agrawal in his amendment application has prayed for demolition, which will directly and substantially affect the rights of all the flat owners in Mathias Ocean Park.**

As any directions issued by the NGT would be binding upon all, we are compelled to make all flat owners party to this matter which would enable you to put forth your say directly to NGT if required. We would have much preferred not to include any of you in these legal proceedings; however, it is necessary to safeguard your rights and interests. Nonetheless, we are ready to provide assistance and guidance to flat owners in this matter.

Likewise, as the onus of compliance to Environment Clearance for Mathias Ocean Park - Sector I, falls upon the Developer i.e. Paramount Buildwell Constructions Private Limited as per our terms of agreement, we are also making them a party to this NGT matter of Mr. Prakash Agrawal.

Please feel free to raise any concerns or clarifications you may have/require on this matter through EC MOPA.

Warm regards,

Joe Mathias

On Thu, Sep 19, 2024 at 7:37 PM MOPA COMMITTEE <ecmopa2021@gmail.com> wrote:

Dear Owners

We the members of the EC were called to the offices of MCPL today, as Mr Mathias wanted to urgently discuss issues about the NGT ( National Green Tribunal), whose hearing is scheduled shortly- 27/09/2024.

The NGT issue is one , which we are not aware of and we have asked Mr Mathias to send an email to all owners so that everyone is aware of what the issues pertaining to the NGT are about.

Additionally, we sought clarification about the occupied room as claimed by Mr Sadique, to his firm Excel Engineering services - which was firmly and unequivocally denied by Mr Mathias.

He, not only denied alloting anyone or any firm such a space - but has- that he will personally ensure he will clear the said room.

Regards

EC Mopa

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**ANNEXURE-A-34**

**From:** Joe Mathias <mathias@mathiasgoa.com>

**Subject: Urgent requirement for Owners to execute Deed of Sale.**

**Date:** October 4, 2024 at 1:38:45 PM GMT+5:30

**To:** 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>, calvin1608@yahoo.com, Geeta Hegde <hegdegeeta.23@gmail.com>, Kevin Rodrigues <kevinrod65@yahoo.com>, randeep lather <randeeplather@yahoo.com>, Sudha Vijayadharan <sudha.vijayadharan@gmail.com>, Jeanette Barbosa Noronha <jeanettecabn@gmail.com>, Poornima Purohit <poom1958@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 Prasad 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>, aveto afonso <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-Swamy <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, Sameer Volvoicar <sameervolvoicar@gmail.com>, mihir Choudhary <drmihirchoudhary@gmail.com>, John Samson <johng.samson@gmail.com>, Jaspal <jaspal.sinha@gmail.com>, bhadresh@hotmail.com, Pawan Dewangan <pdewangan@gmail.com>, danny.rodrigues2617@gmail.com, Narendra Thaly <narendra.thaly@gmail.com>, arun malik <arun.malik72@gmail.com>, Chandrakumar <ch@agrawalgroupgoa.com>, Mimi Menezes <mimimenezes@wallacepharma.net>, jerry braganza <jerrybraganza12@gmail.com>, eugene rent <dr.e.rent@gmail.com>, sumitramazumdar@hotmail.com, Pournima Dhume <pourni2407@gmail.com>, Mahesh Dhamapurkar <mahashub@gmail.com>, Cruz Dias <cruzdias1962@gmail.com>,

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Dear Owners,

This is in reference to the urgent requirement for execution of Deed of Sale for those Owners who are presently holding Agreement of Sale for their respective flats at Mathias Ocean Park – Sector I.

As you may be aware, the government is currently tracking records for properties that have only completed the Agreement to Sale and have not yet executed the Deed of Sale. There are heavy penalties for evading Deed of Sale whereby the government is losing stamp duty and registration fees, which could affect those who have not finalized their transactions.

As an example to these tracking initiatives being made by the Government, the documentation formalities presently being undertaken for registration of Mathias Ocean Park Association, as a Co-Operative Housing Maintenance Society, is requiring us to furnish details of owners who have not executed their Deed of Sale. In addition, Undertakings/Declarations are required to be submitted by both the Chief Promoter and the Developer for execution of pending Deed of Sale within 3 months with necessary cooperation from the respective Owners.

Therefore, to avoid any penalties and to comply with government regulations, I would request Owners who have not executed their Deed of Sale, to take up the execution of their respective Deed of Sale on priority within the next 30 days. Completing the Deed of Sale also safeguards your legal interest as an owner to the property. If you have any questions or need assistance in this process, please do reach out to us.

Looking forward to your cooperation in this matter.

For Owners who have already executed their Deed of Sale please ignore this email.

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
E : mathias@mathiasgoa.com
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**TRUE COPY**

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**ANNEXURE-A-35**

25 January 2025

To,
The Director General of Police
Office of the Director General of Police
Police Headquarters Complex
Panji
Goa 403001

**Sub: Crime Branch officials acting as agents of Joe Mathias and his team of land grabbers and intimidiating and harassing this complainant for making complaint to authorities against the land grab by him.**

Dear Sir,

1) On 23 January 2025 Shri Kishore Ramanand Senior Police Inspector of Crime Branch called me at 18.48 Hours from his phone number 7030949330 and summoned me to come to the crime branch for giving my statement on 24.01.2025 at 11.00 AM. I would request you to please investigate the matter and call for the records of the phone of Shri Kishore Ramanand.

2) I replied to him that you have already filed chargesheet in the matter then how you can summon me in the matter.

3) He stated that I am required to give my statement in the matter of my complaint against Joe Mathias Land grab. I replied that the matter is being investigated by Panji Police and when the SP of Crime Brach had called me a few moths back he had also stated that the matter is not in his jurisdiction. I have filed a complaint for land grab against Joe Mathias and his team for grabbing illegally land bearing Survey No. 249/1-A at Village Taleigao.

4) I say that on the same land the bungalow of Shri Vishwajeet Rane, the current town and country planning minister of Goa is located which is also a part of the land grabbed by Joe Mathias and his gang.

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5) That on 03.03.2010, 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."*

6) That on 26.03.2010, 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*

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*not hesitate to exert influence from various quarters on your office to get the said development permission."*

7) The words of wisdom of Late Shri Ranjit Satardekar even after a lapse of 15 years are true. If the buzz must be believed all offences registered against me were on the instructions of pollical heavyweights. It is pertinent to note that Joe Mathias and Mathias Construction cannot call themselves as absolute owners of land as a 1500 M/2 of project lamd is owned by the family of late Shri Ranjit Satardekar.

8) The same Rajesh Naik resides in my building and is a serious threat to my life and safety in view of the complaints I have made against the land grabbers and the officials involved in the land grab.

9) Then two persons from crime branch visited my apartment at 703 La Gomera, Mathias Ocean Park Residency, Dr. E Borges Road, Donna Paula, Panji 40304 and threatened my domestic help and asked him for my whereabouts. No Notice to appear was served on me for the appearance nor was pasted on the gate of my house by the crime branch.

10) On 24.01.2025 at 11.00 AM there was a scheduled inspection of Fire and Emergency Services in the project of Joe Mathias where I was about to attend the same and had planned to fly into goa to attend the inspection. Sensing the trouble, I had to cancel my plans to fly to Goa to attend the inspection.

11) If Crime Branch of Goa Police acts as a protector of Goons and land grabbers what confidence will the public have in the Goa Police?

12) I state it is 10 years since the occupation certificate has been granted to the project and we do not have basic facilities like clean drinking water and manoeuvrability of ambulance and fire brigade.

13) This is a serious threat to lives and safety of the residents of the project.

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14) Joe Mathias and his team of land grabbers use the Goa Police to intimidate this complainant time and again.

15) I state that if such tactics are adopted by Goa Police then in the case of any eventuality, I would hold all the officials of Goa Police responsible for this act of intimidation.

16) I would seek a clarification from you as to how could I be summoned by Shri Kishore Ramanand to crime branch without any notice in writing. I have a right to know why I am summoned.

17) I request you to take appropriate action in the matter under intimation to me.

18) I humbly request you to direct the Goa Police to stop intimidating me under the instructions of land grabbers and goons.

Thank you.
Regards



Prakash Agrawal

Cc to:

| Serial | Name and Address |
|---|---|
| 1. | Shri Pramod Sawant<br>Hon'ble Chief Minister<br>Government of Goa<br>Government of Goa Secretariat,<br>Porvorim,<br>Bardez, Goa – 403521 |
| 2. | Shri Vishwajeet Rane<br>The Hon'ble Town & Country Planning Minister<br>Government of Goa<br>Government of Goa Secretariat,<br>Porvorim,<br>Bardez, Goa – 403521 |
| 3. | Mrs. Jennifer Atanasio Monserrate |

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|---|---|
| | H. No. 167, Galli Taleigao,<br>Tiswadi,<br>Goa 403002<br>9822980033<br>jennifermonserrate3@gmail.com |
| 4. | Collector – North Goa<br>Office of the Collector of North Goa<br>Collectorate Building,<br>Opp. Municipal Garden,<br>Panaji,<br>Goa 403001 |
| 5. | Shri Rahul Gupta, IPS<br>The Superintendent of Police<br>Crime Branch<br>National Hwy 4A Bypass Rd,<br>Ribandar,<br>Goa 403006 |
| 6. | Shri Kishore Ramanand<br>Senior Police Inspector<br>Crime Branch<br>National Hwy 4A Bypass Rd,<br>Ribandar,<br>Goa 403006 |
| 7. | Dr. Sharmila Monteiro<br>Member Secretary<br>Goa State Pollution Control Board<br>Near Pilerne Industrial Estate<br>Opposite Saligao Seminary<br>Saligao<br>Bardez<br>Goa 403511 |
| 8. | Principal Secretary<br>Ministry of Environment, Forests & Climate Change<br>Indira Paryavaran Bhawan<br>Jor Bagh Road<br>New Delhi 110003 |
| 9. | Shri Arun Kumar Mishra<br>Secretary<br>Environment Department<br>Goa Government<br>Goa Government Secretariat |

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| | |
|---|---|
| | Bardez<br>Goa 403521 |
| 10. | Director<br>Ministry of Environment Forests and Climate Change<br>Regional Office (Southern Zone)<br>4th Floor, E & F Wing, Kendriya Sadan<br>17 Main Road<br>Koramangala<br>Bangalore 560034 |
| 11. | Chairman<br>Central Pollution Control Board<br>Parivesh Bhawan,<br>East Arjun Nagar,<br>Delhi-110032 |
| 12. | Directorate of Panchayat<br>Government of Goa<br>Myles High Corporate Hub Building<br>5th Floor<br>Patto<br>Panji 403001 |
| 13. | The Director<br>Directorate of Fire & Emergency Services,<br>St. Inez,<br>Panaji,<br>Goa-403001. |
| 14. | Chief Secretary<br>State of Goa<br>Goa Secretariat<br>Porvorim<br>Goa 403521 |
| 15. | The Chief Town Planner<br>Office of the Chief Town Planner<br>Town & Country Planning Department<br>Dempo Tower, 2nd Floor<br>Patto Plaza<br>Panji<br>Goa 403001 |
| 16. | The Sarpanch<br>Office of the Village Panchayat of Taleigao<br>Taleigao<br>Tiswadi |

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| | |
|---|---|
| | Goa 403002 |
| 17. | Member Secretary<br>State Environment Impact Assessment Agency - Goa<br>Dempo Towers<br>Plot No. 16, EDC Complex<br>Patto<br>Panji 403001 |
| 18. | Member Secretary<br>The Goa Real Estate Regulatory Authority<br>SPACES, Plot No. 40,<br>Block No. 101, 1st Floor,<br>EDC, Patto Plaza,<br>Panaji – Goa 403001 |
| 19. | Block Development Officer of Tiswadi<br>Block Development Office Tiswadi<br>Altinho,<br>Panaji,<br>Goa 403001 |
| 20. | State Registrar Cum Head of Notary Services<br>7th floor Shram Shakti Bhavan,<br>Patto Centre,<br>Panaji,<br>Goa 403001 |
| 21. | Sub Registrar of Tiswadi<br>Office of Civil Registrar Cum Sub Registrar<br>Spaces building, 2nd,<br>Dr Alvaro Costa Rd,<br>Patto Centre,<br>Panaji,<br>Goa 403001 |
| 22. | The Revenue Secretary<br>State of Goa<br>Goa Secretariat<br>Porvorim<br>Goa 403521 |

Enclosed:

1) Copy of letter dated 03.03.2010, Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority

2) Copy of letter dated 26.03.2010, Shri Ranjit Satardekar addressed to the North Goa Planning and Development Authority

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3) Copy of letter dated 20/21 January 2025 of the Fire and Emergency Services of the State of Goa.

c/895

*RANJIT DATTARAM SATARDEKAR*
1st Floor, Azavedo Building, Opp. Government
Quarters, Patto, Panaji, Goa

*Phones:* 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

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PA(Adj.)

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.

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# RANJIT DATTARAM SATARDEKAR

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

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3/3/2010

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**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 Coltildes 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 : 530 MAR 2010

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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

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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 dated18/3/2008 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

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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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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 cancellarion 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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IX

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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**Government of Goa**
**Directorate of Fire & Emergency Services**
**(ISO 9001:2015 & 45001:2018 Certified)**
St. Inez, Panaji,
Goa – 403 001 – India

**File No.: DFES/FP/HB/134/24-25/250/7581** **Dated: 29/01/2025**
21

**Sub:-** Fire Prevention Inspection of Residential Building "**Ocean Park - Type 1(A), Type 1 (1), Type 1 (2), Type 1 (3), Type 1 (4), Type 2, Type 3(1) and Type 3 (2)**" situated on Plot bearing Survey No. 249/1-A of Village Taleigao – Goa.

**Ref:-**
1. Notice from Prakash Agarwal, dated:10/11/2024.
2. Letter dated 20.12.2024 received from Mr. Prakash Agarwal
3. This office letter No. DFES/FP/HB/134/24-25/228/7106, dated: 20/12/2024.
4. Letter dated :24/12/2024 from General Manager, Matias Construction Pvt. Ltd.
5. Email dated 24.12.2024, received from Mr. Prakash Agarwal.
6. Email dated 24.12.2024, received from Mr. Prakash Agarwal.
7. Letter dated 18.12.2024, received from Mr. Prakash Agarwal.
8. Letter dated 27.12.2024, received from Mr. Prakash Agarwal.
9. Letter dated 30.12.2024
10. Letter No. 3/1/2025-HD(G)/55, dated 06.01.2025

Please refer to this office letter dated 20/12/24 referred at Sr. No. 2 above, regarding to conduct Fire Prevention Inspection of Residential Building "**Ocean Park- Type 1(A), Type 1 (1), Type 1 (2), Type 1 (3), Type 1 (4), Type 2, Type 3(1) and Type 3 (2)** for M/s. Mathias Construction Pvt. Ltd, situated on plot bearing Survey No. 249/1-A of village Taleigao – Goa which was scheduled to be conducted on 26/12/24 at 11.00 hrs.

Whereas this office is in receipt of letter from the General Manager, M/s. Mathias Construction Pvt. Ltd. regarding to postpone the scheduled inspection due to ongoing Christmas and New Year, the most of the officials are on leave up to first week of January 2025.

Now therefore the Fire Prevention Inspection of Residential Building "**Ocean - Type 1 (A), Type 1 (1), Type 1 (2), Type 1 (3), Type 1 (4),**

**Cont..2/-**

**Type 2, Type 3(1) and Type 3 (2)** for M/s. Mathias Construction Pvt. Ltd, situated on plot bearing Survey No. 249/1-A of village Taleigao – Goa is re-scheduled on 24.01.2025 at 11:00 hrs. You are therefore requested to remain present at the site to facilitate the scheduled inspection.

For kind information please.

Yours faithfully,

**(SHAILESH H. GAWADE)**
**STATION FIRE OFFICER (FP)**

To,
Mr. Joe Mathias,
Managing Director,
M/s. Mathias Construction Pvt. Ltd.
"Mathias House" Campal, Panaji, Goa.

Copy to:-

Shri. Prakash Agarwal
703 La Gomera, Mathias Ocean Park Residency,
Dr. E Borges Road, Donna Paula, Panaji, Goa.....**for information and to remain present at the site on 24.01.2025 at 11.00 hrs to facilitate scheduled Inspection.**

VG/-

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