

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
(WESTERN ZONE BENCH), AT PUNE.**

I.A. No. 841/2025(WZ)

IN

APPEAL No. 620 /2025(WZ)

MR. WILSON GERRY PEREIRA ...APPELLANT

VERSUS

THE GOA COASTAL ZONE MANAGEMENT

AUTHORITY & ORS.

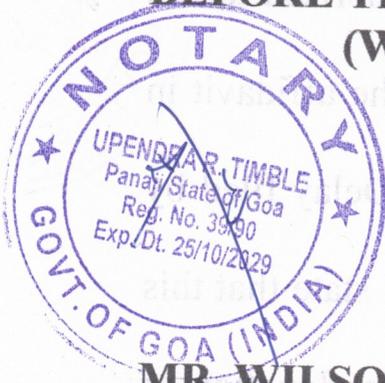
...RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO. 2 TO THE
APPLICATION FOR CONDONATION OF DELAY IN
FILING APPEAL**

MAY IT PLEASE YOUR LORDSHIPS:

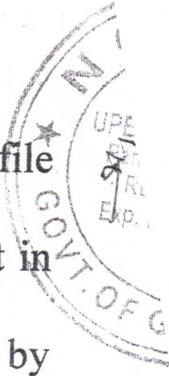
I, Prafulla R. Hede, aged about 87 years, son of Rajaram Hede, Indian Citizen, residing at H.no 644, D-15, La Marvel Colony, Marabella Dona Paula Goa, the authorised representative of the Appellant do hereby on solemn affirmation state and submit as under:

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I state that I am the Appellant abovementioned and authorised to file the present Affidavit in Reply. I state that I am filing the affidavit in Reply pursuant to the Application for Condonation of Delay filed by the Appellant/Applicant in the aforementioned matter. I state that this Respondent received the copy of the Application for Condonation of delay through its Advocate only on 16/01/2026 which was received from the Advocate of the Appellant on the same day.

1. I state that the Respondent No. 2 is the complainant before the Respondent No. 1 (Goa Coastal Zone Management Authority, hereinafter referred to as "GCZMA") and is the lawful owner of the properties bearing Survey No. 154/1-A and 154/2 of Village Goa Velha, Tiswadi Taluka, Goa, admeasuring 17,000 sq. mts. and 5,950 sq. mts. respectively (hereinafter referred to as "the said properties"). The name of the Respondent No. 2 is duly reflected in Form I & XIV of the said properties, and it has been in possession thereof. The said properties are situated on the bank of River Zuari, which has tidal influence and connects to the Arabian Sea,



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attempt to prolong the proceedings and evade the consequences of the impugned order dated 18.09.2025 passed by the GCZMA, which directed demolition of all illegal structures in the said properties and restoration of the land to its original condition.

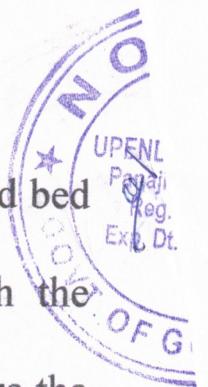
3.I state that the impugned order dated 18.09.2025 was duly served on the Appellant on 22.09.2025. The statutory period of 30 days for filing the appeal under Section 16 of the National Green Tribunal Act, 2010, expired on 22.10.2025. However, the Appellant approached his present advocate only on 06.11.2025 and filed the appeal with a delay of 19 days (as admitted by the Appellant). In reality, from the date of service on 22.09.2025 till 06.11.2025, a period of 46 days elapsed during which the Appellant did nothing substantive to challenge the order. This delay is solely attributable to the Appellant's lethargy, negligence, and lack of diligence, and no sufficient cause has been shown to condone the same.



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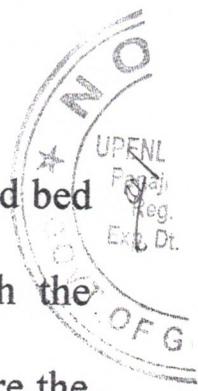
3.I state that the impugned order dated 18.09.2025 was duly served on the Appellant on 22.09.2025. The statutory period of 30 days for filing the appeal under Section 16 of the National Green Tribunal Act, 2010, expired on 22.10.2025. However, the Appellant approached his present advocate only on 06.11.2025 and filed the appeal with a delay of 19 days (as admitted by the Appellant). In reality, from the date of service on 22.09.2025 till 06.11.2025, a period of 46 days elapsed during which the Appellant did nothing substantive to challenge the order. This delay is solely attributable to the Appellant's lethargy, negligence, and lack of diligence, and no sufficient cause has been shown to condone the same.





treatment for “fracture Left Wrist Joint” and she is advised bed rest from 05/09/2025 to 05/12/2025 and due to which the Appellant was precluded from attending the hearing before the GCZMA and also taking further any action in assailing the impugned order. I state that said document is got up document created to justify the delay. The said Document appears to be given mechanically without any cause, and this Respondent believes at the instance of Appellant to cover up the entire period of limitation and the contents of the same are ex-facie suspects to be false. First and foremost this Respondent is not aware whether “Mrs Antone Estebeiro” is the mother of Appellant and this Respondent demands strict proof for it. Secondly even assuming but not in any way admitting if concerned person is the mother of the Appellant, then the said Certificate does not mention that she is been advised to take bed rest and it is inconceivable that Doctor will advise for bed rest for the ailment of left Wrist fracture at the most will prescribe to avoid pressure on it, and therefore the concocted story by the Appellant to justify the delay caused is baseless and frivolous. I state that the

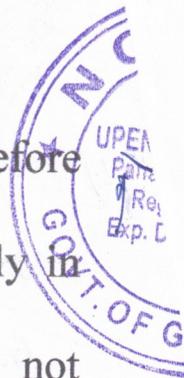
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for de sealing of the premises dated 23/05/2025 filed before the GCZMA. The Appellant participated intermittently in the GCZMA proceedings but chose to dodge and not cooperate fully. For instance, despite multiple opportunities granted by the GCZMA in its meetings (including the 442nd, 449th, 455th, 459th, and 463rd meetings), the Appellant failed to file timely replies, produce documents, or appear consistently. The GCZMA even ordered sealing of the premises and disconnection of water and electricity till further orders in its 449th meeting, yet the Appellant did not comply or challenge the said order which clearly indicate that the Appellant was well aware about the entire proceedings and has participated in the proceedings.

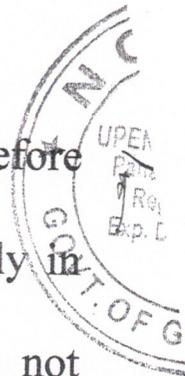
8. I state that the Appellant intentionally chooses not to appear or participate fully in the GCZMA proceedings. There is no medical certificate produced for the alleged illness of the Appellant's earlier advocate, either before the GCZMA or before this Hon'ble Tribunal, to justify any delay on that



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the complaint in accordance with law within 12 weeks after giving notice to the Appellant. Despite this, the Appellant dodged the proceedings, and the GCZMA, after considering the documents and arguments, rightly passed the impugned order. The Appellant has illegally constructed permanent RCC structures admeasuring about 1,500 sq. mts. using cement, bricks, concrete slabs, and roofing sheets, destroying vegetation and ecology in the NDZ area using heavy machinery, in violation of CRZ norms. There were no existing structures in the said properties, as evident from the survey plan, Form I & XIV, and sale deeds produced by the Respondent No. 2.

10. I state that this Respondent states that this Hon'ble Tribunal may consider conduct of the Appellant while entertaining this application for condonation of delay. The Appellant has not been diligent; he intentionally evaded the GCZMA proceedings despite several opportunities, did not cooperate at the time of inspection, and now seeks condonation without



10

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the delay period. The Appellant's conduct shows deliberate inaction and negligence, which disentitles him to any discretionary relief.

12. This Respondent respectfully submits that the delay, must be explained day-by-day and the Appellant has not provided a day-wise explanation for the 46-day period from service of the order to approaching the new advocate, rendering the application defective.

13. This Respondent submits that the Appellant has no good case on merits and no likelihood of succeeding in the appeal, as the structures are unauthorized, illegal, and in violation of CRZ Notifications 2011 and 2019. However great prejudice shall cause to the Respondent No. 2 if the application is allowed, as it would delay the enforcement of the demolition order and allow continued violation of environmental laws.

NOW I SHALL DEAL WITH PARAWISE
CONTENTIONS RAISED IN THE APPLICATION:



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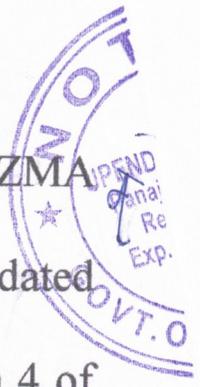
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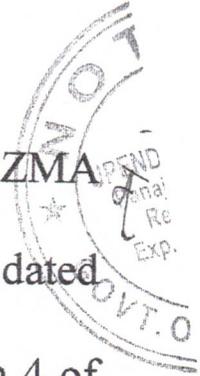


and on what basis the demolition squad of the GCZMA returned without executing the impugned order dated 18.09.2025, as claimed by the Appellant in paragraph 4 of the application. It is submitted that the Appellant was afforded reasonable opportunity to defend the matter before the GCZMA, including multiple hearings and chances to file replies as recorded in the GCZMA proceedings (such as the 442nd, 449th, 455th, 459th, and 463rd meetings), however, the Appellant intentionally and consciously chose not to file any reply and remained absent throughout the hearings. I state that the Appellant's averment regarding the alleged illness of his earlier advocate as a cause for the delay in filing the appeal is entirely vague and unsubstantiated, bereft of any documentary evidence such as a medical certificate pertaining to the advocate or an affidavit from the said advocate affirming that the delay was attributable to his unavailability or incapacity. In the absence of such corroborative proof, this vague averment cannot be regarded



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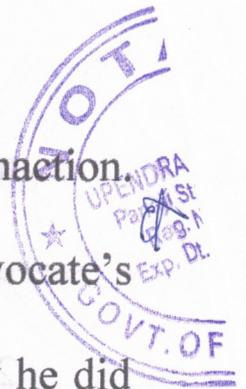
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fabricated to justify the Appellant's own inaction. Furthermore, even if one were to assume the advocate's unavailability, the Appellant has not explained why he did not seek alternative legal assistance promptly within the 30-day statutory limit, or why he waited until the demolition squad visited on 06.11.2025 to contact a new advocate, thereby allowing an unexplained lapse of 46 days from service of the order. This lack of diligence and failure to provide corroborative evidence renders the contention unreliable and insufficient to constitute "sufficient cause" under Section 16 of the National Green Tribunal Act, 2010, warranting dismissal of the application.

18. With respect to para 7,8,9 & 10 of the Application for condonation of delay the content of the same are denied.

19. In view of the above, it is submitted that the application for condonation of delay be dismissed with costs.

Date: 27.01.2026



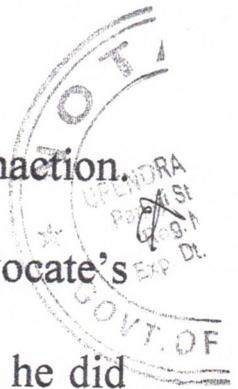
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Date: 27.01.2026



Place: Panaji, Goa.



RESPONDENT NO. 2

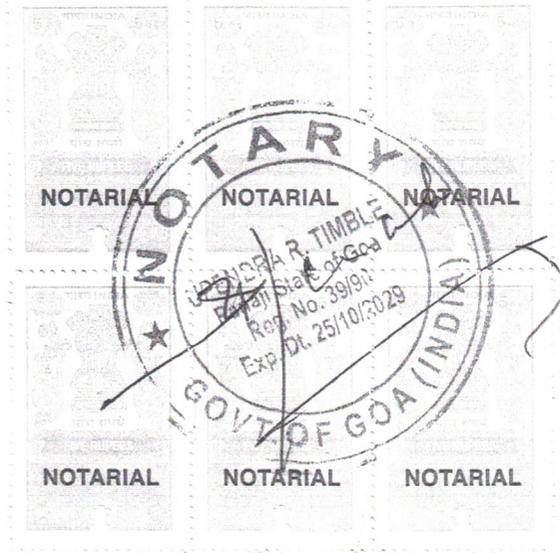
VERIFICATION

I, Prafulla R. Hede, aged about 87 years, son of Rajaram Hede, Indian Citizen, residing at H.no 644, D-15, La Marvel Colony, Marabella Dona Paula Goa, the authorised representative of the Appellant do hereby on solemn affirmation state and submit that the contents of the above reply are true and correct to the best of my knowledge and belief, based on records, and nothing material has been concealed therefrom.

Solemnly affirmed at Panaji, Goa, on this ^{28th}~~27th~~ day of January 2026.

DEPONENT

IDENTIFIED BY



This affidavit / document is executed ^{Sworn} before me and / attest its execution
 Gr. no: 66/D/2026
 Dated: 25/01/2026

U. R. Timble
~~U. R. Timble~~
 ADVOCATE & NOTARY
 F08, 1st Floor,
 Anaram Commercial Complex,
 Dr. A. B. Road, Panaji - Goa.



FORM I & XIV

1111

Date : 28/01/2026

नमुना नं १ व १४

Page 1 of 1

Taluka TISWADI
तालुका
Village Goa-Velha
गांव
Name of the Field
शेताचे नांव

Survey No. 154
सर्वे नंबर
Sub Div. No. 1-A
हिस्सा नंबर
Tenure
सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.53.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.53.50

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

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जामीन	Grand Total एकूण
0000.00.00	0001.16.50	0001.16.50	0001.70.00

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	M/S Glacier Traders Pvt.Ltd. Mumbai		553	

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

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

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year वर्ष	Name of the Cultivator लागण करणा-याचे नांव	Mode रीत	Season मौसम	Name of Crop पिकाचे नांव	Irrigated	Unirrigated	Land not Available for Cultivation नापिक जमीन		Source of irrigation सिंचनाचा प्रारि	Remarks शेरा
					बागायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	जिरायत Ha.Ars.Sq.Mts हे. आर. चौ. मी.	Nature प्रकार	Area क्षेत्र Ha.Ars.Sq.Mts हे. आर. चौ. मी.		
	-----Nil-----									

End of Report

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



Government of Goa
Directorate of Settlement and Land Records
Survey Plan

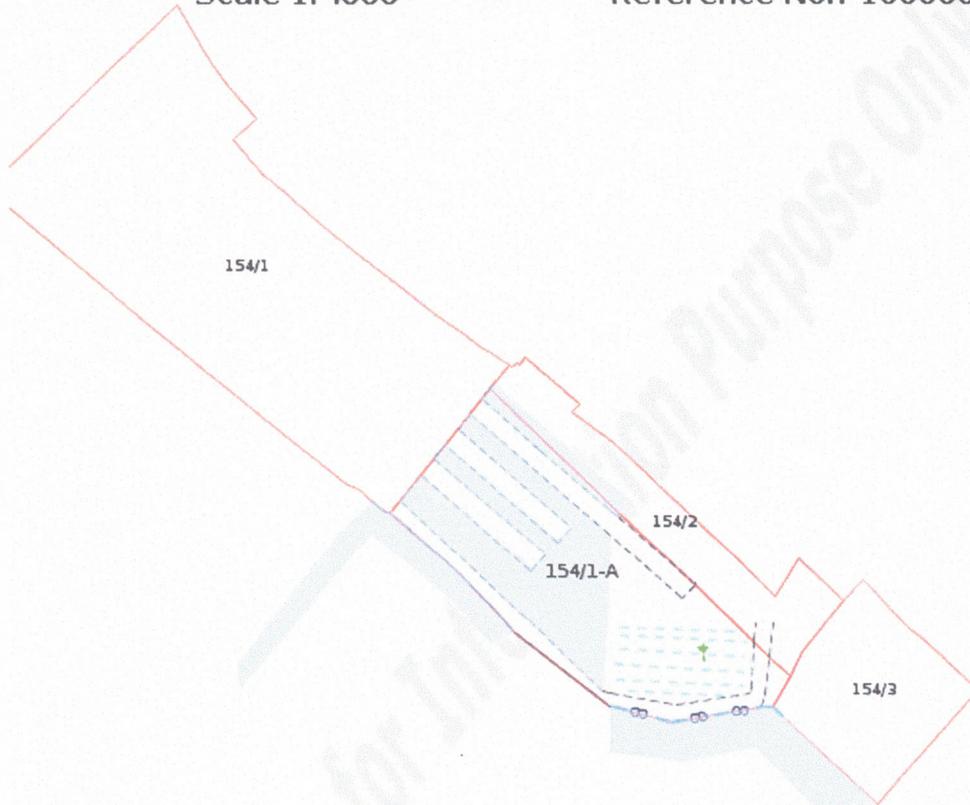
TISWADI Taluka

GOA-VELHA Village



Scale 1:4000

Reference No.: 1000000986267





FORM I & XIV

1111

Date : 28/01/2026

नमुना नं १ व १४

Page 1 of 1

Taluka TISWADI
तालुका
Village Goa-Velha
गांव
Name of the Field
शेताचें नांव

Survey No. 154
सर्वे नंबर
Sub Div. No. 2
हिस्सा नंबर
Tenure
सत्ता प्रकार

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

Dry Crop जिरायत	Garden बागायत	Rice तरी	Khajan खाजन	Ker केर	Morad मोरड	Total Cultivable Area एकूण लागण क्षेत्र
0000.00.00	0000.24.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.24.50

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

Pot-Kharab पोट खराब

Remarks शेरा

Class (a) वर्ग (अ)	Class (b) वर्ग (ब)	Total Un-Cultivable Area एकूण नापिक जमीन	Grand Total एकूण
0000.00.00	0000.34.75	0000.34.75	0000.59.25

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
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S.No	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Glacier Trades Private Limited		684	

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

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

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Government of Goa
Directorate of Settlement and Land Records
Survey Plan

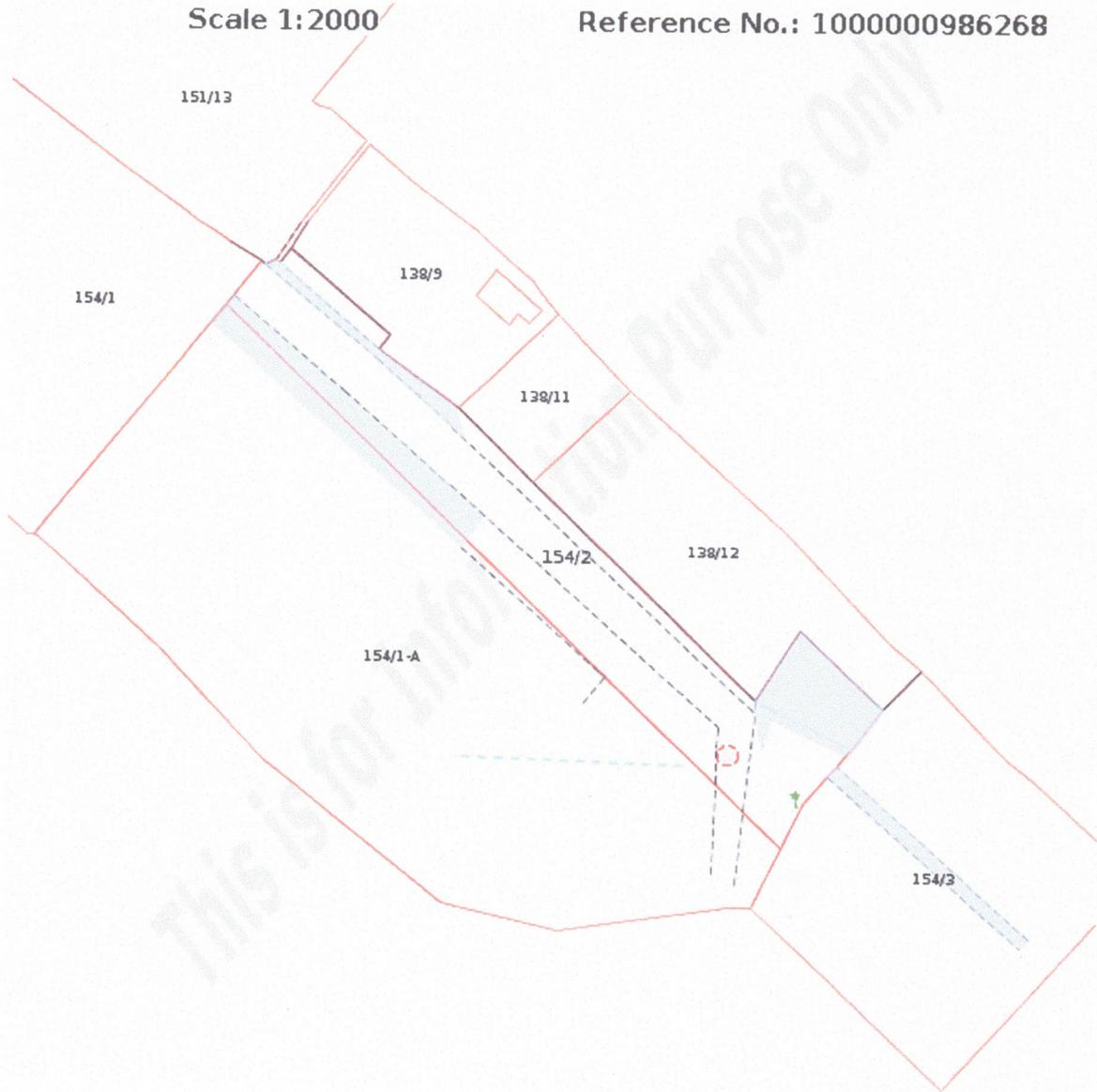
TISWADI Taluka

GOA-VELHA Village



Scale 1:2000

Reference No.: 1000000986268



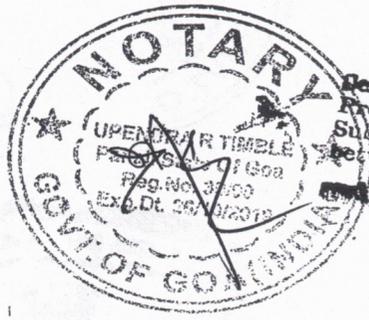
DEED OF SALE

SURVEY NO. 154/1-A.

GOA VELHA



0000 515688



Serial No. 1869
Presented at the Office of the
Sub-Registrar
between 12.00 hours of 21/11/97
and 12.00 hours of 22/11/97

Received fees for: Registration
Registration fee 98
Copy fee 4500
Postage 102
Total Rs 325

Deeelt
SUB-REGISTRAR
ILHAS 21/11/97

RS = 4570
RS = 4570
Sub Registrar
ILHAS 21/11/97

DEED OF SALE

This DEED OF SALE is made at PANJIM on the
Fourth day of the month of October of the Year

Carl
Mu
807
Wafey

6.4
Mu
407
Wafey



00AA 950878

- 3 -

housewife, resident at Goa-Velha, Ilhas, Goa, herein represented by Attorney, her son, Mr. Jose Agnelo do Rosario Rodrigues Menezes, son of the said Alvaro Menezes, alias Alvaro Jose de Conceicao Souza Menezes, major in age, Indian National, Occupation agriculture, resident at Goa Velha, Ilhas, Goa, hereinafter called "THE VENDORS" (which

(10.11)
 11/11
 8/11
 - 1/11/11

57

Cr. No. 2203. Panaji. 10.9.97
 Value of 10,000/-
 Name of the M/S Glacier Trade Pvt. Ltd.
 Residing at Panaji. 35620/-
 As there
 Additional sum
 with:

Signature of the Purchaser



- 4 -

expression shall unless repugnant to the context or
 meaning thereof be deemed to include their heirs
 and legal representatives and administrators) of
 the FIRST PART.

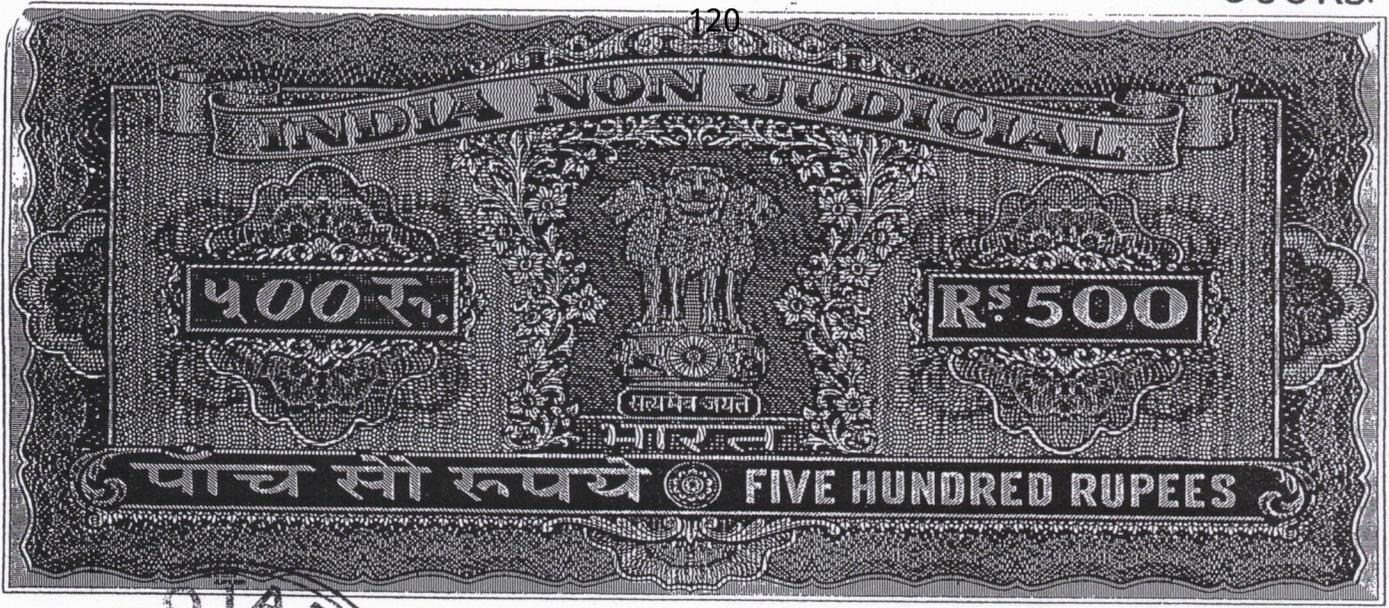
AND

M/S GLACIER TRADES PRIVATE LIMITED, a Company

[Handwritten signatures and initials, including 'AM' and 'S.P. K. P.']

1
tu
2

[Handwritten notes and signatures on the left margin, including 'Di', 'M', 'A', and 'S.P. K. P.'].



- 5 -

incorporated under the Indian Companies Act 1956, having its registered office at Puran Niwas, Ground Floor, Arthur Bunder Road, Colaba, Mumbai - 400005, hereinafter referred to as "PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors, administrators, representatives unless

Handwritten signatures and initials on the left side of the page.

Handwritten signatures and initials on the right side of the page.

NO 2203

Panaji

10.9.92

Name

500/-

M/S Glacier Trade Pvt Hdl.

Residence

Panaji

35620/-

As there

Additional with

[Handwritten signature]

[Handwritten signature]
*Signature of Purchaser

Signature of the De-official vendor



- 6 -

the context otherwise requires) of the SECOND PART.

AND

Mr. J. R. RALINO DE SOUSA son of MR. ROSARIO DE SOUSA, major in age, married, Architect, Indian National, resident of Altinho, Panjim, Goa, hereinafter referred to as "CONFIRMING PARTY"

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- 7 -

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs and legal representatives) of the THIRD PART; and Witnesses.

WHEREAS there is a property at Goa Velha of Tiswadi Taluka, known as "LOTE B DE SAPAL", which bears

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SE. NO. 2203... *Paraji* 10.9.92
 Val. 100/-
 Name of the *Paraji* N/S Glacii Trade lot Hd.
 Residing at *Paraji* 35620/-
 As there is no order of
 Additional stamp paper
 with.

Signature of the De-Official Vendor

Bill
*Signature of Purchaser



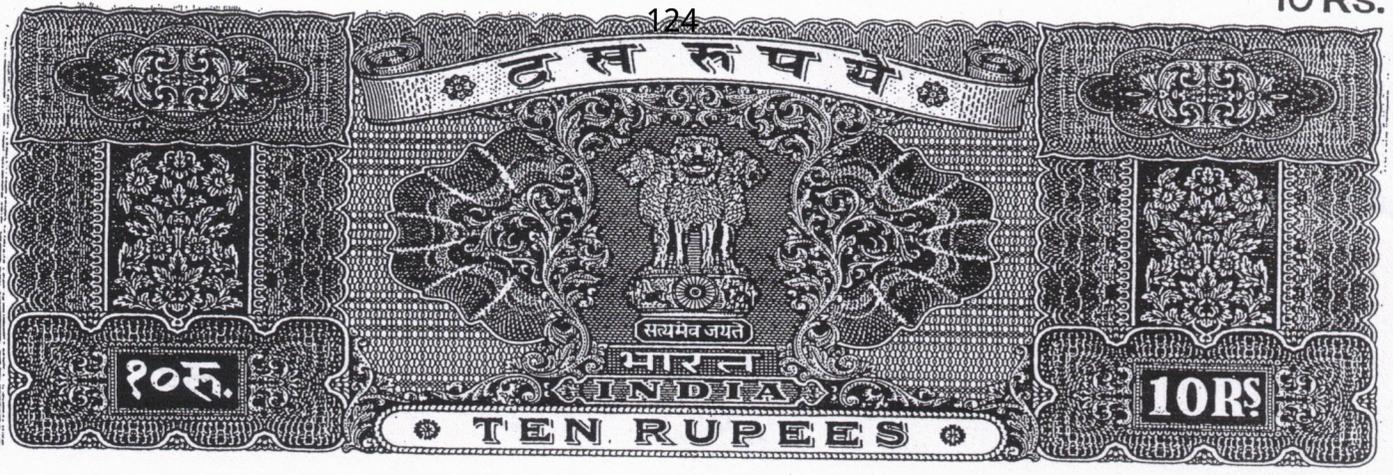
- 8 -

Survey No. 154/1-A and is fully described in the Schedule below;

AND WHEREAS the said property originally belonged to Andre Caetano do Rosario Aurelino Menezes Rodrigues, and his wife, Maria Piedade Henriqueta Monteiro, from Goa-Velha;

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20/9/92

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AND WHEREAS by deed dated 20/2/1964, duly executed before the Notary Ex-officio, Dr. Antonio Orlando Lobo, the said Andre Caetano do Rosario Aureliano Menezes Rodrigues and his wife sold a separate and distinct part of the said property corresponding to 17/24th to THE VENDORS Nos. 1 to 2;

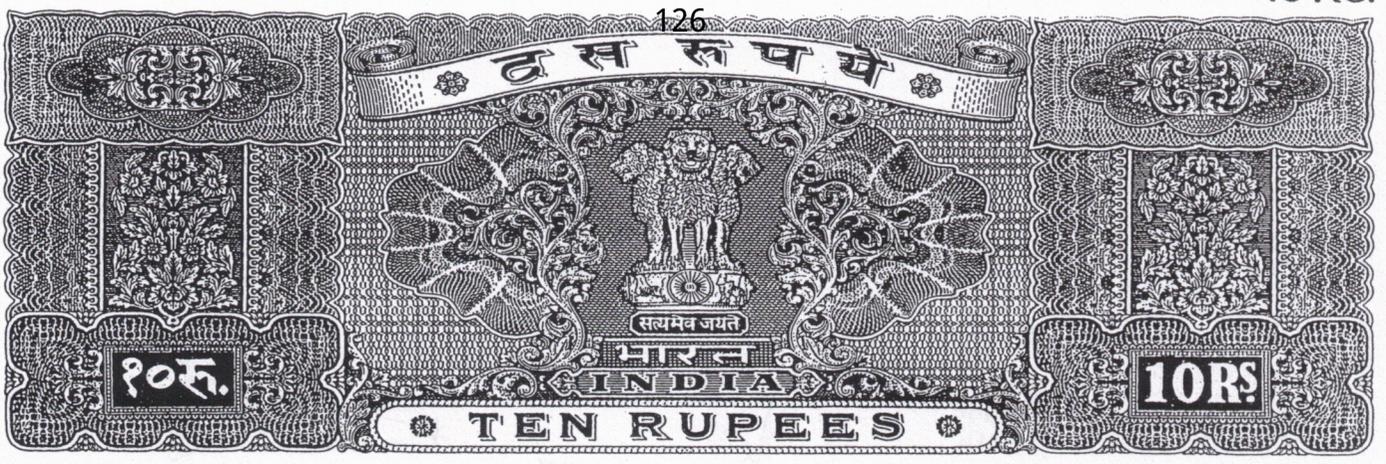
Handwritten signatures:
 [Signature 1]
 [Signature 2]
 [Signature 3]

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Faint text at the bottom left corner, possibly a signature or footer.



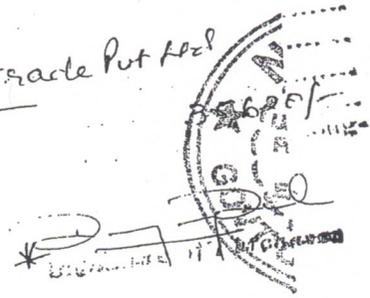
AND WHEREAS the PURCHASER are the nominees of the CONFIRMING PARTY, pursuant to the said Memorandum of Understanding, purchasing the said property on "as is where is basis" and for the price of Rs. 3,94,648/- (Rupees Three Lakhs Ninety Four Thousand Six hundred Forty Eight only) with a further agreement that the VENDORS should give credit to

(Handwritten signature)
(Handwritten signature)
 - Agent -

35.

Mr. No. 2203
Vat
No.
Paraji
A
M.H.

10/1- Paraji
M/S Harech Trade Pvt Ltd
10.9.97



Memorandum of the ...

- 12 -

the PURCHASER of the amounts paid by the CONFIRMING PARTY pursuant to the Memorandum of understanding dated September 30, 1995,

AND WHEREAS THE VENDORS are and have since purchase and been in peaceful and undisturbed possession of the said property and the same lies

Handwritten signatures and initials at the bottom right.

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Handwritten marks on the right margin.



- 13 -

recorded in the Record of Rights in favour of THE
 VENDOR No. 1 and admeasures approximately 17,000 Sq.mts
 (Seventeen thousand Square metres), and the
 CONFIRMING PARTY confirms the above.

Mr. Amey
Mr. [Signature]
Mr. [Signature]

AND WHEREAS THE VENDORS being sole and exclusive
 owners of the said property, have agreed to sell
 and THE PURCHASER the nominees of the CONFIRMING
 PARTY, has agreed to purchase the same, free from
 any encumbrance or charge whatsoever, for the total
 price of Rs. 3,94,648/- (Rupees Three Lakhs Ninety
 Four Thousands Six Hundred Forty Eight only).

AND WHEREAS THE VENDOR No. 2 is herein represented
 by her Attorney above-named, by virtue of General
 Power of Attorney, duly executed on September 5,
 1991.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. In pursuance of the said agreement and in
 consideration of the price of Rs. 3,94,648/-

Mr. [Signature]
Mr. [Signature]
Mr. [Signature]



(the receipt whereof THE VENDORS do hereby acknowledge and wherefor THE VENDORS do hereby grant full discharge), THE VENDORS do hereby, at the instance of the CONFIRMING PARTY, TRANSFER BY WAY OF SALE ^{17/24th part of} the said property Lote B of Sapal, fully described in the Schedule below TO HOLD the same to THE PURCHASER ever hereafter as his own absolutely;

2. The market value of the land hereby sold is Rs. 3,94,648/- having regard to the fact that the said property has been subject to erosion for a number of years and has otherwise been neglected and requires extensive and expensive work to reinforce its borders and save it from erosion and flooding.

3. That in consideration of the amount of Rs. 3,94,648/- (Rupees Three Lakhs Ninety Four Thousands Six Hundred Forty Eight Only) agreed by and between the VENDORS and PURCHASERS the

Signature
Signature
Signature

Signature
Signature
Signature



- 15 -

VENDORS hereby agree and confirm to have received an amount of Rs.1,43,000/- (Rupees One Lakh Forty Three Thousand Only) paid to them by the CONFIRMING PARTY pursuant to the Memorandum of Understanding dated September 30, 1995 and the balance of Rs. 2,51,648/- (Rupees Two Lakhs Fifty One Thousands Six Hundred Forty Eight Only) is paid today.

4. The CONFIRMING PARTY is paid herein by the PURCHASER an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) as Commission. This amount is in addition to Rs. 1,43,000/- (Rupees One Lakh Forty Three Thousand Only) herein payable to the CONFIRMING PARTY.

5. THE VENDORS do hereby covenant with THE PURCHASER as follows:-

- a) That the title of THE VENDORS in the land hereby sold is unimpeachable and that THE VENDORS do have the right, power and authority

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Agent

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- 16 -

to sell the same without any let or hindrance;

b) That this sale is made free from any encumbrance or charge whatsoever and there is no tenant nor mundkar in respect of the said property and that the said property is not subject to any order of attachment or any other prohibitory order from any Court or Tribunal and that it is not subject to any notification under the Land Acquisition Act;

c) That whensoever reasonably required, THE VENDORS shall, without any cost to THE PURCHASER, do all that should be necessary or convenient to ensure that THE PURCHASER peaceably holds and enjoys the said land without interference from anyone whosoever;

d) That in the event THE PURCHASER is ever dispossessed from the land hereby sold or any part thereof BY REASON OF ANY DEFECT IN THE

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 S.M.
 S.M.



- 17 -

TITLE OF THE VENDORS, THE VENDORS shall fully compensate THE PURCHASER and shall save THE PURCHASER from loss.

SCHEDULE

ALL THAT LAND which is known as "LOTE B DE SAPAL", and is situated at Goa Velha village of Ilhas (Tiswadi) Taluka and sub-District, District of North Goa, State of Goa, within the jurisdiction of the Village Panchayat of St. Andre, and is 17/24th of the original "Lote B de Sapal" and today constitutes a single unit and bears Survey No. 154/1-A and admeasures approximately 17,000 sq.mts. (Seventeen thousands square metres) and is part of Revenue No. 962 and bears Land Registration No. 22204 and is bounded on the East by the 7/24 parts of the property Sapal Lote B, on the West by Lote C de Sapal, on the North by the property of Alvaro Menezes, THE VENDOR No.1, and on the South by the Zuari river, where the Bund wall is breached as indicated on the attached plan.

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- 18 -

IN WITNESS WHEREOF this deed is made on the day first above mentioned and the parties hereto sign hereunder in the presence of Witnesses.

- Signed, Sealed and Delivered of the withinnamed 'Vendors'
1. MR ALVARO MENEZES
Vendor No 1
 2. MRS. ANINA DO ROSARIO DE POMPEIA MENEZES RODRIGUES
Vendor No 2
(Through Her Attorney)

) *Alvarjo de Sousa + Leon...*
)
) *Jose Agnelo de R...*
) *Rodrigues Menezes*
)
)
)
)
)
)

Signed, Sealed and Delivered by the withinnamed 'Purchaser' M/S. Glacier Trades Private Limited

) *[Signature]*
) *Sanjay Sinha*
) *(Constituted Attorney of*
) *Glacier Trades Pvt. Ltd.)*
)
)
)
)
)

Signed, Sealed and Delivered by withinnamed 'Confirming Party' MR. J. R. Ralino de Sousa.

) *[Signature]*
)
)
)
)

WITNESS

1. *[Signature]*
2. *[Signature]*



R E C E I P T

Received a sum of Rs. 3,94,648/- (Rs. Three Lakhs Ninety Four Thousands Six Hundred Forty Eight Only) as under.

1) Rs. 1,43,000/- (Rupees One Lakh Forty Three Thousand Only) paid by the CONFIRMING PARTY Pursuant to the Memorandum of Understanding dated September 30, 1995.

2) Rs. 2,51,648/- (Rupees Two Lakhs Fifty One Thousand Six Hundred Forty Eight Only) by DD/Cheque No. 007463 dated 4/10/97 drawn on Union Bank of India as full and final constitution of this Sale Deed.

Adl
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affidavit

I say received Rs. 3,94,648/- as stated above.

VENDORS. (1)
Alvaro do Carmo Luiz Pans
(MR. ALVARO MENEZES)

VENDORS. (2)
Jose Agnelo do Rosario Rodrigues Menezes
(MRS ANINA DO ROSARIO DE POMPEIA MENEZES RODRIGUES)
Through her attorney
(MR. JOSE AGNELO DO ROSARIO RODRIGUES MENEZES)

WITNESS
1. *Z. Agui*
2. *Gulabham*



R E C E I P T

Received a sum of Rs. 1,93,000/- (Rupees One Lakh Ninety Three Thousand Only) as under.

1. Rs. 1,43,000/- (Rupees One Lakh Forty Three Thousand Only) by cheque No. 0418128 dated 4/10/97 drawn on Union Bank of India, Panjim.

AM
AM
AM
AM

2. Rs. 50,000/- (Rupees Fifty Thousand Only) by cheque No. 0418129 dated 4/10/97 drawn on Union Bank of India, Panjim.

I say Received Rs. 1,93,000/-

Confirming Party

J. R. Ralino
MR. J.R. Ralino de Sousa.

WITNESS

1. [Signature]
2. [Signature]





136

44

John J. ...

John J. ...



Registered Map 1781
 at pages 402 to 424
 Book No. 639
 Date In November 1997
Peelle
 Sub-Registrar

3 *Abraham ...*
 5
Jose Agnelo da Rosaria
Rodrigues Menezes
J. J. ...
J. E. ...

111000

1) m/s Glacier Trades 137 ut Ltd represented
by attorney holder, Shri Sanjaysinh
Majur in age, of Mumbai



Executing party
.....
admits execution of the so called
Sale deed



P. P. Pillai

identified by identity Card N^o 139
issued by Bar Council of Maharashtra &
Goa, High Court, Bombay - 32

1) Mr. S. R. Ralino ~~de Sousa~~ **REGISTRAR**
Architect, ~~de Sousa~~ **ILIAS**, Major, married,
of Panjim Goa. ~~to Mr. Rosario De Sousa,~~

2) Mr. Avaro Menezes, of Francisco J.
H. Menezes, Major, married, landowner,
of Goa-Velha, Ilhas Goa.

3) Mr. Jose Agnelo de Rosario Rodrigues
Menezes, of Avaro Menezes, Major, of
Goa-Velha as attorney for @ Mrs. Arina de
Rosario de Pompeia Menezes Rodrigues

Executing party

1. J. Pillai admits execution of the so called
Sale deed

2. Avaro de Avar's Luiz Menezes

3. Jose Agnelo de Rosario Rodrigues Menezes

~~REGISTRAR~~
~~ILIAS~~
~~2/11/72~~

Book No. 1781 to 402 to 424
 Book No. 7 Volume No. 639
 Date 27th November 1997

[Signature]
 Sub-Registrar



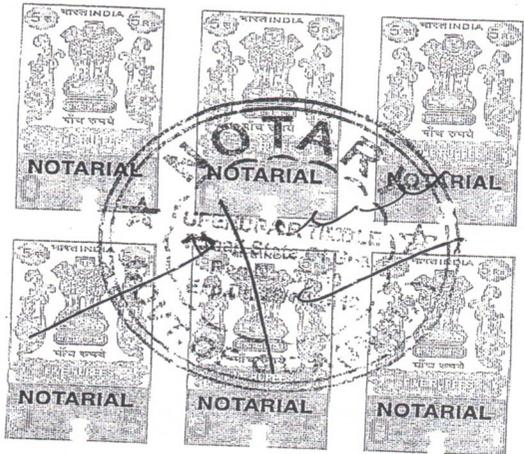
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Note of Return

this document will be returned on 27/11/97

[Signature]

SUB REGISTRAR
ILIAS



TRUE COPY

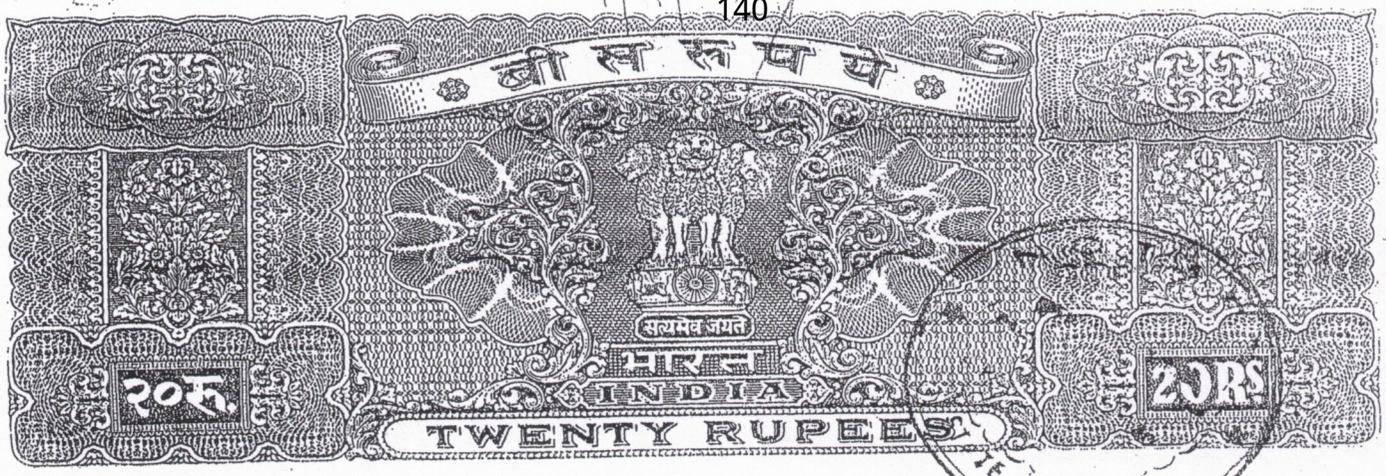
[Signature]
 U. R. Timble
 Reg. No. 1789/X/2015 dated 29/9/2015

NOTARY
 PANAJI STATE OF GOA (INDIA)

DEED OF SALE

SURVEY NO. 154/2

GOA VELHA

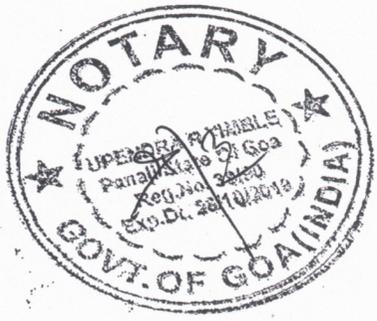


Serial No. 1868
 Presented to the Office of the
 Sub-Registrar at Ilhas
 between 12.00 on 24/11 1997

Received fees for:
 Registration 4520
 Copy of Folios 24 37
 Copying and enclosures 3
 Postage
 Total Rs. 4560/-

[Signature]
 DEEENAR
 ILHAS

[Signature]
 SUB REGISTRAR
 ILHAS



21



0000 615571



DEED OF SALE

This DEED OF SALE is made at Panjim, on this
25 TH day of AUGUST, One Thousand Nine Hundred

Qual
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Qual
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Sr. No. 2712. Place of vend. Panaj Date of issue 4-8-97
 Value 25,700/-
 Name of vend. 9 Ladies Trade Pvt Ltd
 Res. Panaj
 Amount of tax 35700/-
 Additional charges none

[Signature]
 Signature of the Excise Officer

[Signature]
 Signature of the Assessor



- 2 -

Ninety Seven made between MR. J.R. RALINO DE SOUSA,
 son of MR. ROSARIO DE SOUSA, aged 64 years,
 married, Architect, Indian National, resident at
 Altinho, Panjim, Goa, *
 L hereinafter called the
 "VENDORS" (which expression shall unless repugnant
 to the context or meaning thereof be deemed to
 include his heirs assigns, successors, legal

* And his wife MRS. Fannie De Sousa, daughter of
 MR. Hugo a Porta, aged 57 years, housewife, Indian
 National, resident at Altinho, Panjim, Goa, represented
 herein through her attorney her husband MR. J.R. Ralino
 de Sousa.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

51

NO.



00AA 950850



- 3 -

representatives and administrators) of the FIRST PART;

AND

M/S GLACIER TRADES PRIVATE LIMITED, a Company incorporated under the Indian Companies Act, 1956 having its registered office at Puran Niwas, Ground

Handwritten signature or initials.

Sr. No. 2712 Place of vend. Panaj Date of issue 4-8-97
 Value of bill 10,000/-
 Nature of bill 6 lakhs Trade P.V. U.
 Res. Panaj
 As this bill is the subject of a bill of exchange No. 35,780/-
 Additional info. along

Dlt
 Signature of the Authorized person

* [Signature]
 Signature of Merchant



- 4 -

Floor, Arthur Bunder Road, Colaba, Mumbai - 400 005
 hereinafter referred to as "PURCHASERS" (which
 expression shall unless repugnant to the context or
 meaning thereof be deemed to mean and include their
 successors, administrators, representatives unless
 the context otherwise requires) of the OTHER PART;

[Handwritten signature]

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- 5 -

WHEREAS at Goa Velha of Ilhas Taluka, there is a property known as "BANDO PILLAR", which is an agricultural land admeasuring approx. 5950 sq. mts, and, comprising of a coconut garden and being 22/50 of the property earlier bearing Land Registration No. 20,294 and Revenue No.407 and which 22/50 today is a distinct property and bears Registration

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SE. No. 2712. Place of vend. Panaji Date of issue 4-8-97
 Value of 500/-
 Name of Glacies Trade Pvt. Ltd
 Address Panaji 357081
 Additional along
 ntu

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 Signature of the ~~...~~

* *Pil*
 Signature of ~~...~~



- 6 -

No. 20,295 at Book B-54 New and is fully described in the Schedule below hereinafter referred to as the said property.

WHEREAS the said property originally belonged to MR. ALVARO MENEZES, alias ALVARO JOSE DE CONCEICAO SOUZA MENEZES, resident of Goa Velha, Tiswadi, Goa,

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M



to the extent of 11/50 by virtue of Notarial deed duly executed in his favour on 10/10/1949 and 11/50th thereof belonged to his brother MR. ALFREDO CASSIANO DA CRUZ E CONCEICAO SOUZA E MENEZES by virtue of the very same Deed dated 10/10/1949 and subsequently a Deed of Exchange was executed on 26/2/1960 at Panjim, before the Notary of the Sub-

Handwritten signature



- 9 -

AND WHEREAS the VENDORS ^{are} ~~is~~ now sole, absolute and exclusive owner of the said property better mentioned in the Schedule herein below, subsequent to a Deed of Sale dated November 9, 1995 and registered at the Sub-Registrar's Office at Panjim, under Volume No. 463 of Book No. 8 pages 119 to 150, made between the VENDOR hereinabove mentioned

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Me

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Sr. No. 2712
 Value of vend. Pang Date of issue 4-5-92
 Value 1.00/-
 Name of vend. Glacier Trade Pvt Ltd
 Name of vend. Pang
 As per 35,700/-
 Auctioneer's fee along
 with

Devs
 Signature of the Vendor

[Signature]
 Signature of the Auctioneer

and MR. ALVARO MENEZES and his wife MRS. ANINA DO ROSARIO DE POMPEIA MENEZES RODRIGUES, for the consideration and upon the terms and conditions therein mentioned.

And
Mr
 AND WHEREAS the VENDORS ^{have} ~~has~~ agreed to sell and the PURCHASER has agreed to purchase the said property

And
Mr



- 11 -

better mentioned in the Schedule free from any encumbrance or charge whatsoever for a total price of Rs. 4,46,250/- (Rupees Four Lacs Forty Six Thousands Two Hundred and Fifty only).

NOW THIS DEED WITNESSES AS FOLLOWS :-

1. In Pursuance of the said agreement and in consideration of the price of Rs.4,46,250/- (Rupees Four Lacs Forty Six Thousands Two Hundred and Fifty only), (the receipt whereof the VENDORS do hereby acknowledge and wherefor the VENDORS do hereby grant discharge), the VENDORS do hereby TRANSFER BY WAY OF SALE the said property fully described in the Schedule below TO HOLD THE same to THE PURCHASER ever hereafter as his own absolutely.

2. The market value of the land hereby sold is Rs.4,46,250/- (Rupees Four Lacs Forty Six Thousands Two Hundred and Fifty only).

[Handwritten signatures]





- 12 -

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

- Del*
Mu
- a) That the TITLE of the VENDORS in the land hereby sold is unimpeachable and that the VENDORS do have the right, power and authority to sell the same without any let or hindrance.
- b) That this Sale is made free from any encumbrance or charge whatsoever and there is no tenant nor mundkar in respect of the said property and that the said property is not subject to any order of attachment or any other prohibitory order from any Court or Tribunal and that it is not subject to any notification under the Land Acquisition Act.
- Del*
Mu
- c) That whensoever reasonably required, the VENDORS shall at the cost of the PURCHASER, do all that should be necessary or convenient to ensure that the PURCHASER peaceably holds and enjoys the said land without any interference from anyone whatsoever.
- Del*
Mu



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d) That in the event the PURCHASER is ever dispossessed from the land hereby sold or any part thereof BY REASON OF ANY DEFECT IN THE TITLE OF THE VENDORS, the VENDORS shall fully compensate the PURCHASER and shall save the PURCHASER from loss.

SCHEDULE
=====

ALL THAT LAND which is a coconut garden and is known as "BANDO PILLAR", and is situated at Goa Velha of Ilhas Taluka, and Sub-District, District of North Goa, State of Goa, within the jurisdiction of the Village Panchayat of St. Andre, and bears Land Registration No. 20,295 at Book B-54 New at Folio 74 overleaf and is part of Matríz (Revenue) No. 407 and bears as a distinct property Survey No. 154/2 and admeasures approximately 5950 Sq. Mts. (Five Thousand Nine Hundred Fifty Square Meters) and is BOUNDED on the East by the property of the heirs of Caetano Heliodoro do Rosario Rodrigues, on



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- 14 -

the West by the property of the heirs of Romulo Salvador Vaz e Figueiredo, and by the property of Alfredo Cassiano da Cruz e Conceicao Souza e Menezes and Alvaro Jose do Conceicao Souza e Menezes, on the North by the remaining 14/25th of the property "BANDO PILLAR" earlier described under No. 20,294 and on the South by the river now by Sapal Lote B.

IN WITNESS WHEREOF this Deed is made on the day first above mentioned and the parties hereto sign.

Signed, Sealed and Delivered)
by the withinnamed Vendors)
1) MR. J.R. RALINO DE SOUSA)
2) MRS. ANNIE DE SOUSA)
(through her Power of Attorney)
MR. J. R. RALINO DE SOUSA)

J. R. M...
J. R. M...

Signed, Sealed and Delivered)
by the withinnamed Purchaser)
M/S GLACIER TRADES PRIVATE)
LIMITED under the Common Seal)
of the Company and in the)
presence of)

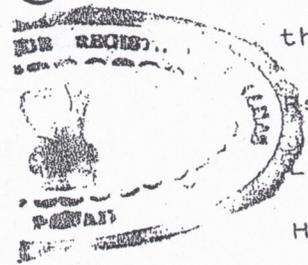
(Sanjay S...
Constituted Attorney for
Glacier Trades Pvt. Ltd.



WITNESSES :

1. Rama P. Chandel
(RAMA POROBO CHINELKER)
2. Rajiv Aguiar
(RAJIV. AGUIAR)

RECEIVED the day and year first)
 hereinabove written of and from)
 the withinnamed Purchaser)
 Rs. 4,46,250/- (Rupees Four)
 Lakhs Forty Six Thousand Two)
 Hundred Fifty only) by)
 D.D. No. 250567 dated)
 August 25, 1997 drawn on Union)
 Bank of India, Panaji being)
 full & Final consideration to be)
 paid by the Company to us as)
 withinmentioned)



Del
Del
Me

RS. 4,46,250/-

I SAY RECEIVED

J. R. Mura
 MR. J. R. RALINO DE SOUSA
 (VENDORS)

- 1) Mrs G. Glacier Trades and Ltd, represented by attorney holder, Mr. Srinjay Sankar Majei in age, s/o Mumbai
- 2) Mr. S.R. Ralino De Sausa, s/o Mr Rosario De Sausa, ~~64 yrs~~, 64 yrs married, Architect, of panjim, for self & attorney for his wife.
- 3) Mrs. Annie De Sausa



executing party

 admits execution of the so called
sale deed

1. D. P. P. P. identified by identity card No. 39 issued by Bar Council of Maharashtra & Goa & High Courts Bombay.

2. J. P. Mum

Shri. Raju. Aguiar Majei s/o late Dr. Rui Aguiar Engineer s/o Dona Paula

and knows to the Sub-Registrar that he personally knows the above executant and identifies him

[Signature]
[Signature]

certified to be a true and correct translation of original



[Signature]
 U. R. Timbis
 Notary

TRUE COPY

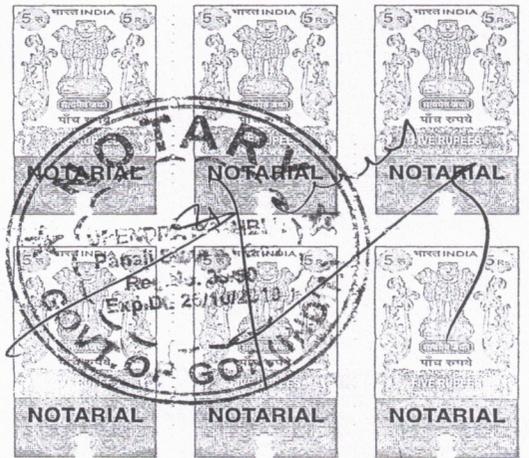
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U.R. Timble

Reg No 2317/X/2015 dated 21/12/2015

NOTARY

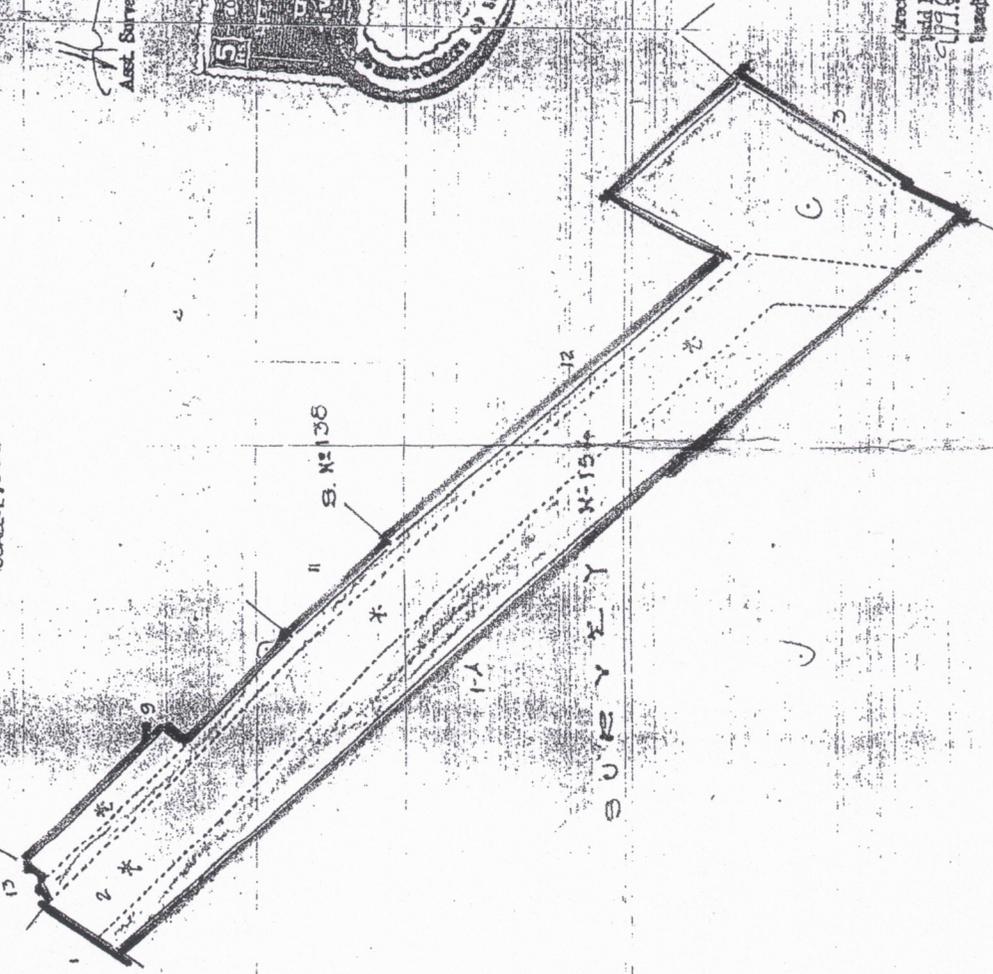
PANAJI STATE OF GOA (INDIA)



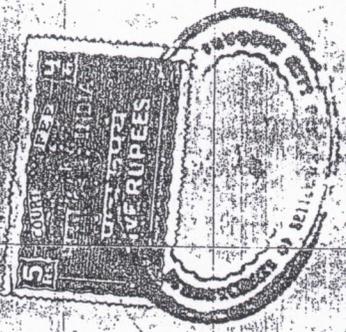
PLAN

SHOWING THE PLOTS SITUATED
AT GOA-YE-LHA VILLAGE
OF TISSAADI TALUKA
S. No./SUB DIV NO. 154/2
SCALE: 1:1000

S. No. 151



Asst. Survey & Settlement Officer
Pune II



Director of Survey & Land Records
Pune II
Field No. 2577
Sub-Block No. 2577
Block No. 2577
Date 9/12/99

9-12-99

TRACED FROM P.L. SHEET NOS. 28, 29 & 35
OF GOA-YE-LHA VILLAGE ON 9.12.99

BY B. Y. Nair
D. Manoj

18/12/99
CHECKED BY