

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

Execution Application no. 10/2019(WZ)

in

Appeal No.: 35/2014(WZ)

(IA No. 45/2020)

Rabindra Dias Applicants

V/S

Village Panchayat of Colva & Ores. Respondents

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Date: 20/10/2020

Place: Pune

Advocate for the Respondent no. 1

(Adv. Annelise Fernandes)

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Village Panchayat of Colva & Ores. Respondents

Reply of the Respondent Nos. 8 to 11

MAY IT PLEASE THE TRIBUNAL: -

The Respondent nos. 8 to 11 are served with the notice dated 10/08/2020 alongwith the execution application (without index), however containing pages 1 to 70 and index alongwith application seeking permission to bring on record additional facts (pages 71 to 92). In response to the application for execution of the Judgement dated 02/07/2015 passed by this Hon'ble Tribunal, filed by the Applicants, the Respondent nos. 8 to 11 most respectfully state and submit as under:-

1. Vide Judgement dated 02/07/2015 this Hon'ble Tribunal was pleased to allow appeal bearing no. 35/2014(WZ) filed by the



Applicants herein and dismiss the appeal bearing no. 33/2014(WZ) filed by the Respondent nos. 8 to 11. This Hon'ble Tribunal in the said Judgement dated 02/07/2015 was pleased to inter alia direct as under;-

“..... The Impugned Order is set aside. Instead of Impugned Order, we direct that the entire construction of the house property and retaining wall, around the house property, Guest House, called ‘Furtado Guest House’ as well all other constructions standing on land survey nos. 12/1 to 12/5 within NDZ of Sernabatim Village, shall be demolished within period of eight (8) weeks by the Collector, South Goa. Compliance of these directions be reported to this Tribunal within two (2) weeks thereafter”.

2. The Respondent nos. 8 to 11 state that the proceeding filed by the Respondent nos. 8 to 11 against the Judgement dated 02/07/2015 were disposed off as referred to by the Applicants in para 3, 4 and 5 of the Execution application.
3. The Respondent no. 7 through its authorities executed the directions issued by this Hon'ble Tribunal in appeal no. 33/2014(WZ) and appeal no. 35/2014(WZ) by demolishing the structures within the NDZ area of Sernabatim Village. The structures of the Respondent no. 8 to 11 standing on the



land of the Respondent nos. 8 to 11 i.e. property bearing survey nos. 12/1, 12/2, 12/3 and 12/4, of Sernabatim Village within the NDZ area are demolished by the said Authorities. The Respondent nos. 8 to 11 state that the land bearing survey no. 12/5 of Village Sernabatim does not belong to these Respondents. Similarly, these Respondents state that none of their structures were in the property bearing survey no. 12/5 of Village Sernabatim. The Respondent nos. 8 to 11 states that the directions issued by this Hon'ble Tribunal in appeal no. 33/2014(WZ) and appeal no. 35/2014(WZ) are in respect of the structures in NDZ area.

4. The Respondent nos. 8 to 11 state that the structures which were within the NDZ area of the property bearing survey no. 12/1, 12/2, 12/3 and 12/4 have been demolished by the Authorities of the Respondent No. 7, in the month of May 2019 itself. It is therefore submitted that the present execution application would not be maintainable and in the circumstances would be an abuse of the process of law.
5. The Respondent nos. 8 to 11 state that the Applicants had filed a writ petition bearing no. 58/2010 before the Hon'ble High Court of Bombay at Panaji. In the said writ petition the Petitioner had alleged that the structures of the Respondent



nos. 8 to 11 to be illegal. In the said writ petition the Applicants had produced a plan which was marked as Exhibit 'G' at page 32. In the said plan the Applicants had identified the structures which were within the NDZ area of Village Sernabatim and more particularly in the property of the Respondent nos. 8 to 11 bearing survey nos. 12/1, 12/2, 12/3 and 12/4 of Village Sernabatim. On the basis of the allegations made by the Applicants and the complaint filed by the Applicants before the Respondent no. 2, the Respondent no. 2 had issued a show cause notice dated 09/02/2010 in which the Respondent no. 2 had made a reference to the alleged violation and referred to the structures which were in NDZ area. The show cause notice dated 09/02/2010 issued by the Respondent no. 2 makes a reference to the Writ Petition no. 58/2010.

Annexed hereto and marked as **Annexure R8/A colly** is the copy of the Index of Writ Petition no. 58/2010 alongwith plan at Exhibit 'G' (page 32) of Writ Petition no. 58/2010.

Annexed hereto and marked as **Annexure R8/B** is the copy of show cause notice bearing No. GCZMA/SAL/SERN/09-10/772 dated 09/02/2010, issued by the Respondent No. 2.



6. The Respondent nos. 8 to 11 state that after the demolition of all the structures of these Respondents within the NDZ area of the properties bearing survey no. 12/1, 12/2, 12/3 and 12/4 of Village Sernabatim, the authorities of the Respondent no. 7 had engaged a PWD contractor for clearing the debris generated from the demolished structures and the same was cleared.

Annexed hereto and marked as Annexure R8/C is the copy of the bill of the PWD contractor A. R. Constructions submitted to the Executive Engineer WD VI (Roads), Fatorda, Margao- Goa.

7. The Respondent nos. 8 to 11 therefore submit that the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ) has been complied with by the Authorities and nothing further remains to be executed. It is therefore submitted that this Hon'ble Tribunal be pleased to dispose off the present proceedings.

8. The Respondent nos. 8 to 11 submit that the Applicants have made an attempt to enlarge the scope of the direction issued in the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ), by filing the application dated 25/09/2019 captioned as



application seeking permission to bring on record additional facts. With utmost respect, it is submitted that the Applicants are not entitled to file any further application in the present execution proceedings and as such this Hon'ble Tribunal be pleased not to show any indulgence to the Applicants.

Without prejudice to the above

9. At the outset, it is stated that photographs appended as Annexure-1 to the application seeking permission to bring additional facts on record are not legible and as a matter of fact copies of the said photographs (Xerox copies) as furnished to the Respondent nos. 8 to 11 are illegible. The Respondent nos. 8 to 11 are unable to deal with the same. The Respondent nos. 8 to 11 reserve their right to deal with the same in the event coloured copies of the photographs are furnished to the Respondent nos. 8 to 11.
10. By the application purporting to bring additional facts on record, the Applicants are attempting to travel beyond the Judgement dated 02/07/2015 passed by this Hon'ble Tribunal in Appeal no. 33/2014(WZ) and 35/2014(WZ).
11. With reference to the contents of para 1 and 2 of the application dated 25/09/2019, it is submitted that the



Judgement dated 02/07/2015 being implemented / executed, the Execution application itself would not survive and consequently the Applicants are not entitled to maintain the application dated 25/09/2019. It is denied that there has been failure on the part of the Respondent authorities to carry out demolition of the structures ordered to be demolished by this Hon'ble Tribunal. The Respondent Authorities have executed and implemented the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ).

12. With reference to the contents of paras 2(ii) of the application dated 25/09/2019, the submission that the Judgement dated 02/07/2015 has been partially complied and / or certain structures are yet to be demolished is denied. The representation dated 31/05/2019 referred by the Applicants is misconceived and does not disclose the true facts. The contents of the same are therefore denied.
13. With reference to the contents of para 2(ii)(a) of the application dated 25/09/2019, the structure which the Applicants have made reference to is neither the subject matter of the Judgement dated 02/07/2015 nor does the said structure of the Respondent nos. 8 to 11 fall within NDZ area



in properties bearing survey nos. 12/1, 12/2, 12/3 and 12/4 of Village Sernabatim. The said fact is evident from the plan that was produced by the Applicants themselves before the Hon'ble High Court in Writ Petition no. 58/2010. The structure which is referred to in the said para is used by the Respondent nos. 8 to 11 for rearing pigs / piggery was not shown in the said plan referred and relied by the Applicants, which plan was the basis for the Applicants to file the petition / complaint before the Respondent no.2. The said structure was rightly not referred to in the said plan as the same was existing prior to CRZ Notification 1991 and the same is located beyond the NDZ area.

The show cause notice dated 09/02/2010 issued by the Respondent no. 2 also does not refer to the said structure of the Respondent nos. 8 to 11 which is used to rearing pigs, and rightly so as the same does not fall within the NDZ area. The Applicants with malafide intentions are attempting to enlarge the scope of the Judgement dated 02/07/2015 passed in appeal no. 33/2014(WZ) and 35/2014(WZ) .

14. The Respondent nos. 8 to 11 state that the Applicants surprisingly are making a grievance that the said room of the Respondent nos. 8 to 11, which falls beyond the NDZ area,



which was not a subject matter of the demolition order dated 11/09/2010 nor the Judgement dated 02/07/2015 passed by this Hon'ble Tribunal, being used by the Respondent nos. 8 to 11 . The Applicants lack locus in respect of the property and the structure which are existing beyond the NDZ area. The Applicants with malafide intentions, that too for the first time, though falsely, alleged that the said room was constructed on a sand dune which is in violation of CRZ notification 2011. The said allegation of the Applicants is denied.

The Applicants were under an obligation to disclose the true fact viz the fact that the said room was neither a subject matter of the complaint filed by the Applicants before the Respondent no.2 nor a subject matter of Writ Petition no. 58/2010. The said structure is also not a subject matter of the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ). Similarly at no point of time the Applicants had raised any issue of the said structure before this Hon'ble Tribunal. Indisputably, the show cause notice dated 09/02/2010 issued by the Respondent no.2 also does not refer to the said structure which is now sought to be dragged into by the Applicants,



intentions being malafide to cause harassment and embarrassment to the Respondent nos. 8 to 11. It is specifically denied that the said structure which is used by the Respondent nos. 8 to 11 for rearing pigs is illegal and/or is constructed on a sand dune.



15. The Respondent nos. 8 to 11 state that the structure "Pig room" which is used by the Respondent nos. 8 to 11 for piggery was in existence much prior to 1991. The Respondent no.1 had issued an NOC bearing no. VP/SVCG/824/85-86 dated 23/02/1986. Similarly the said structure used by Respondent nos. 8 to 11 for piggery was a subject matter of Panchayat appeal no. MAR-1/115/2013 before the Additional Director of Panchayats-I, Margao Goa, wherein reference is made to NOC dated 23/02/1986 and also a finding is rendered by the Additional Director of Panchayats that the structure is existing in the year 1986.

Annexed hereto and marked as **Annexure R8/D Colly** are the copies of the NOC bearing no. VP/SVCG/824/85-86 dated 23/02/1986 and the Judgement and Order dated 04/03/2015 passed by the Additional Director of Panchayats in Panchayat appeal no. MAR-1/115/2013.



16. The Respondent nos. 8 to 11 state that the Respondent no. 8 on 14/10/2018 had applied for Village Industries loan. To the said application form the Respondent no. 8 had appended a plan showing all the structures existing in properties bearing survey nos. 12/1, 12/2, 12/3 and 12/4 of Village Sernabatim. The structure used for piggery, which is beyond the NDZ area, is also shown in the said plan forming a part of the application inwards as on 14/10/1988. The Respondent nos. 8 to 11 crave leave to identify the said structure used for piggery by color red.

Annexed hereto and marked as Annexure R8/E Colly are the copies of the Application dated 14/10/1988, plan along with the covering letter dated 06/11/2015 issued by the Public Information Officer, Khadi & Village Industries Board.

17. The Respondent nos. 8 to 11 state that the Field Surveyor attached to the office of the Superintendent of Surveys and Land Records Margao Goa after inspection and measurement has come to a conclusion that the said structure used as piggery though situated in survey no. 12/4 of Village Sernabatim is beyond the 200 mtrs of CRZ line of Sernabatim Village.

The Respondent nos. 8 to 11 state that the report is of a public authority. The said report supports the contention of the Respondent nos. 8 to 11 that the said structure used as a piggery is not within the NDZ area and as such would not be covered by the Judgement dated 02/07/2015 passed by this Hon'ble Tribunal.



Annexed hereto and marked as Annexure R8/F Colly are the copy of the inspection report alongwith letter dated 03/07/2019 of the Inspector of Survey and Land Records, Margao Goa.

18. With reference to the contents of para 2(ii)(b) of the application dated 25/09/2019, it is submitted that the tar road is not referred to in the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ) and as such would not be a subject matter of the Order passed by this Hon'ble Tribunal. The tar road is not shown in the plan at Exhibit "G" page 32 of Writ Petition No. 58/2010.
19. With reference to the contents of para 2(ii)(c) of the application dated 25/09/2019, the septic tank and soakpit in survey no. 12/4 of Village Sernabatim were demolished by the Authorities in the month of May 2019.

20. With reference to the contents of para 2(ii)(d) of the application dated 25/09/2019, the Applicants have made misrepresentations. It is denied that there exists a concrete platform for accommodating a generator. There is no concrete platform as alleged by the Applicants.



21. With reference to the contents of para 2(ii)(e) of the application dated 25/09/2019, concrete pathways have been removed by the Authorities.

22. With reference to the contents of para 2(ii)(f) of the application dated 25/09/2019, the Restaurant flooring has been demolished in the month of May 2019 and the debris was also removed by the PWD contractor. The statements made by the Applicants are denied.

23. With reference to the contents of para 2(ii)(g) of the application dated 25/09/2019, the concrete ridges / fencing around the trees have been removed by the authorities in the month of May 2019 by the Authorities. The statements made by the Applicants are denied.

As stated hereinabove, in view of the Respondent nos. 8 to 11 have not been furnished the coloured photographs, as such

the Respondent nos. 8 to 11 are not in a position to deal with the same.

24. The Respondent nos. 8 to 11 specifically state that the structures within the NDZ area in the property bearing survey nos. 12/1, 12/2, 12/3 and 12/4 of Village Sernabatim, which structures were belonging to the Respondent nos. 8 to 11 have been demolished. The structures which presently exists in property bearing survey nos. 12/1 and 12/3 of Village Sernabatim which fall within the NDZ area do not belong to the Respondent nos. 8 to 11. In other words, the Respondent nos. 8 to 11 do not have any connection with the structures which presently exist in survey no. 12/1 and 12/3 of Village Sernabatim i.e. within the NDZ area.

25. With reference to the contents of para 2(iii) of the application dated 25/09/2019, it is stated that it is the Applicants who are trying to create confusion and making a feeble attempt to mischievously include a structure which admittedly does not fall within the NDZ area, thus not being covered by the Judgement dated 02/07/2015 passed by this Hon'ble Tribunal. Similarly the Applicants at no point of time had raised any issue with regard to the said structure used as a piggery, either being illegal or falling within the NDZ area.





The Applicants are not estopped from raising any issue which does not form a part of the Judgement dated 02/07/2019 passed by this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ). The Respondent nos. 8 to 11 state that the said structure which is used by the Respondent nos. 8 to 11 as a piggery is a legal structure and the same does not fall within the NDZ area. The statement that the said pig room is illegal and has been constructed on the sand dunes is a statement which is patently false and made with intentions to mislead this Hon'ble Tribunal. The said structure used as a piggery is in existence much prior to CRZ Notification 1991. The contents of the letter dated 21/05/2019 are disputed and denied. Without prejudice it is submitted that this Hon'ble Tribunal in appeal no. 33/2014 (WZ) and 35/2014(WZ) was considering the subject matter of the demolition order dated 11/09/2014 passed by the Respondent no. 2, which was in turn based on the show cause notice dated 09/02/2010. The matters before the Respondent no.2 as also before this Hon'ble Tribunal were in respect of structure falling within the NDZ area. As the structure used as piggery was not within the NDZ area, the said structure which is used as a piggery, was not a subject matter of the abovesaid proceedings. The Applicants have

made an attempt to misinterpret the order, intentions in doing so are not bonafide. The statement that the Respondent Nos. 8 to 11 have tried to create confusion and mislead the Respondent authorities that the "Pig room", etc. is not a part of the demolition order is denied. On the contrary, it is the Applicants who are trying to create confusion.

26. The contents of para 2(iv) of the application dated 25/09/2019 are denied. It is specifically denied that the Respondent nos. 8 to 11 have carried out fresh violations of the provisions of CRZ notification. The Applicants have made false statements with intentions to mislead this Hon'ble Tribunal. The contents of the purported representation dated 26/07/2019 are denied as being false. The statement that the Respondent nos. 8 to 11 has reconstructed the retaining wall and the same has been concealed under palm leaves on survey no. 12/5 is denied. The Applicants are misrepresenting facts, in as much as the property bearing survey no. 12/5 of Village Sernabatim does not belong to Respondent nos. 8 to 11 and Respondent Nos. 8 to 11 have no connection with the property bearing survey no. 12/5 of Village Sernabatim . It is submitted that the observations of this Hon'ble Court has sought to be referred by the



Applicants, though in a piecemeal manner, is in the context of structures within NDZ area and not to structures which are beyond NDZ area, which is also evident from the directions issued by this Hon'ble Tribunal which are restricted to the NDZ area.



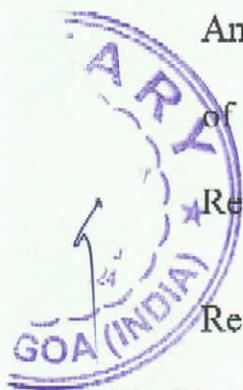
27. The contents of para 3 of the application dated 25/09/2019 are denied. The statement that there has been part compliance of the directions issued by this Hon'ble Tribunal and the Respondent authorities have failed to take complete action is denied. It is denied that the debris after the demolition drive is lying on the site. The Applicants have misrepresented facts.
28. The execution application as also the application dated 25/09/2019 are thoroughly misconceived in law and on facts.
29. The Respondent nos. 8 to 11 had paid an amount of Rs.25,000/- (Rupees twenty five thousand only) to the Applicants no.2. It would not be out of context to mention here the Applicant no. 1 had requested the Respondent no. 10 to issue the demand draft in the name of Rabindra Antonio Leonardo Dias. On account of an issue with regard to the name of Applicants no.1 Rabindra Dias who claims to be Rabindra Antonio Leonardo Dias, the Respondent no. 10 had

requested the Applicants no.1 to furnish some proof that Rabindra Dias and Rabindra Antonio Leonardo Dias are one and the same person. The said issue was resolved and the Respondent nos. 8 to 11 have issued a Demand Draft bearing no. 354998 for an amount of Rs.25,000/- (Rupees twenty five thousand only) drawn on Bank of Baroda in the name of Rabindra Dias dated 19/10/2020, which was sent to the Applicant no. 1 vide Registered post AD.

Annexed hereto and marked as Annexure R8/G is the copy of the Demand draft.

30. No case is made out by the Applicants to seek indulgence of this Hon'ble Tribunal.
31. Nothing may be deemed to be admitted for want of specific denials.
32. The Applicants are not entitled to any reliefs.
33. The Respondent nos. 8 to 11 state that the present reply could not be filed prior to this date as the Respondent no. 8 was in isolation. It is therefore prayed that this Hon'ble Tribunal be pleased to extend the time to file the present reply.





Annexed hereto and marked as Annexure R8/II is the copy of the Isolation Certificate dated 24/09/2020 of the Respondent no. 8.

Respondent nos. 8 to 11 state that the directions issued by this Hon'ble Tribunal in appeal no. 33/2014(WZ) and appeal no. 35/2014(WZ) for demolition of structures in NDZ area are complied with, in respect of the Respondent nos. 8 to 11. It is therefore prayed that the application for execution filed by the Applicants be dismissed.

Pune

20th October 2020

Respondent no. 10



AFFIDAVIT

I, Mr. Pio Jose Antonio Furtado, s/o. Antonio Jose Furtado, 47 years of age, r/o Ambeaxir, Sernabatim, Colva, Salcete Goa, do hereby on solemn affirmation state that the contents of paras 1, 2, 3, 4, 5, 6, 7pt., 8pt., 9, 11, 12, 13, 14pt., 15, 16, 17,pt. 19, 20, 21, 22, 23, 24, 25pt., 26pt., 27, 29, 31 of the reply are true to my knowledge and the submissions contained in paras 7pt., 8pt., 10, 14pt., 17pt., 18, 25pt., 26pt., 28, 30, 32 of the reply are legal submissions, which I believe to be true.

Solemnly Affirmed at Panjim on this

20th day of October 2020

Deponent



SOLEMNL AFFIRMED AND VERIFIED
BEFORE ME BY Pio Jose Antonio Furtado - Colva
REG. No. S305 DATED 20/10/2020

SHIVRAO M. MANERKER
NOTARY PUBLIC
ENTIRE STATE OF GOA - 160100

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O/L

Stamp No. 188/2010

IN THE HIGH COURT OF BOMBAY AT PANAJI - GOA

Writ Petition No.: 58/2010

MR. RABINDRA DIAS & Anr. PETITIONERS

V/S

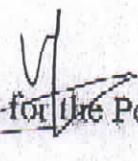
MRS. MARIA FILOMENA
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5.	Copy of the notice dated 19/10/09	'C'	24 - 27
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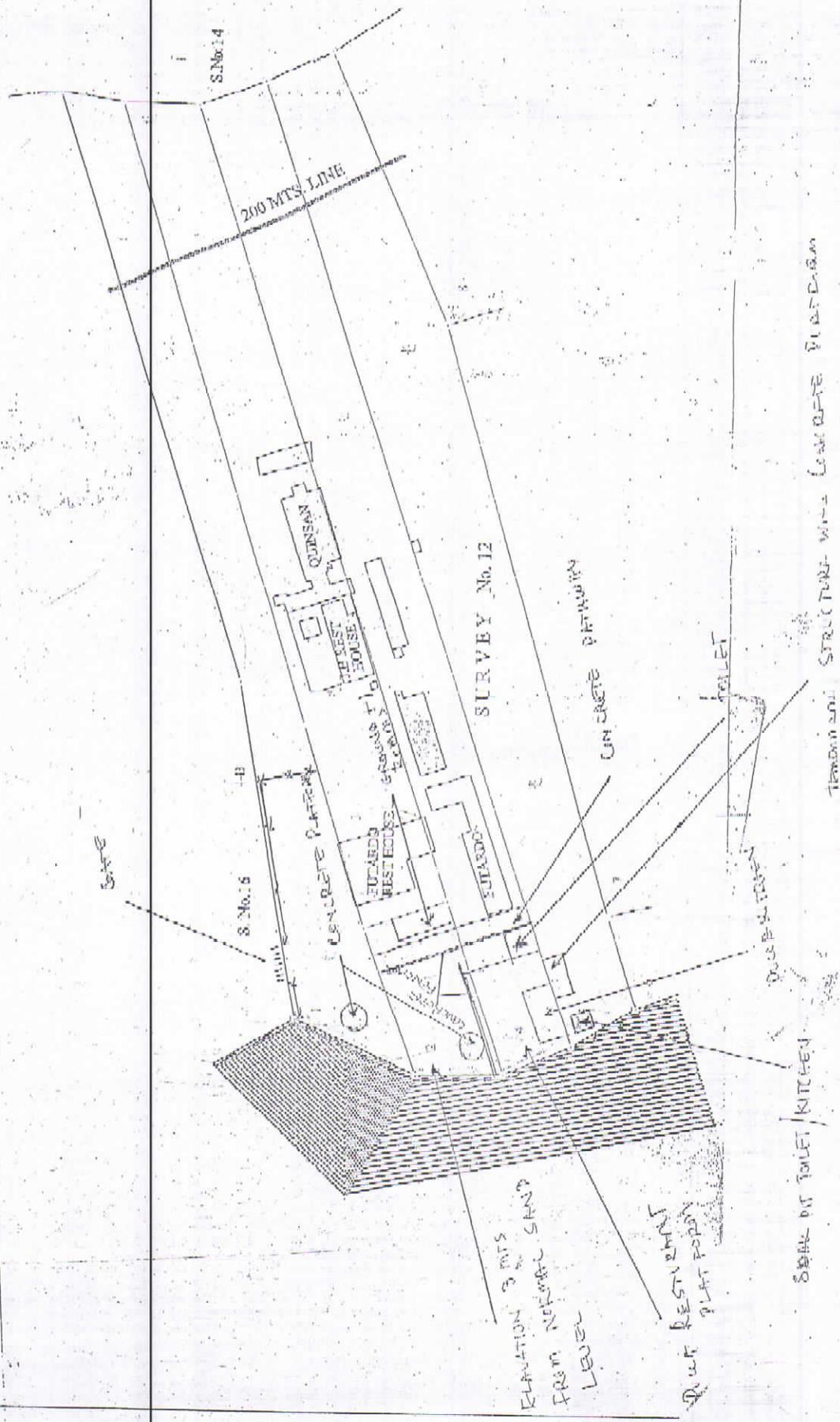
7. Copies of the complaints dated 10.11.09 and 24.11.09 made by the petitioners E colly 29-30
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9. Rough plan showing the location of the illegal constructions 'G' 32
10. Wakalatnama

Place: Panaji - Goa.

Date: /01/2010.


Advocate for the Petitioners

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GOA COASTAL ZONE MANAGEMENT AUTHORITY

C/o Department of Science, Technology & Environment, Govt. of Goa
Opp. Saligao Seminary, P.O. Saligao, Bardez, Goa - 403 511
Phone: (0832) 2407186, 2407187, 2407189 Fax: (0832) 2407186

Ref..no.: GCZMA/SAL/ SERN/ 09-10/ 772

Date: 09/02/2010

**SHOW CAUSE NOTICE UNDER SECTION 5 OF THE ENVIRONMENT
(PROTECTION) ACT, 1986 (CENTRAL ACT 29 OF 1986)**

Whereas, the Goa Coastal Zone Management Authority (GCZMA) has been constituted by the Ministry of Environment & Forests (MoEF), Government of India pursuant to the directions of the Hon'ble Supreme Court of India to deal, inter alia, with violations of the Coastal Regulation Zone (CRZ) Notification of 1991;

Whereas vide Circular No. 16-4-2003/RD dated 26th December, 2003, the Government has designated the Additional Collector and Additional District Magistrate (II) in North Goa and South Goa Collectorates as the officers responsible for executing the directives of the GCZMA for demolition of unauthorized constructions in order to promptly and effectively tackle the serious problem of violations of CRZ Regulations and the Environment (Protection) Act, 1986;

Whereas, based on contents of the W.P. No. 58 of 2010 filed by one Shri. Rabindra Dias and another Shri. William Rebello before the Hon'ble High Court of Bombay at Goa, the following violation of CRZ Notification, 1991 is alleged to be carried out in No Development Zone (NDZ) of CRZ -III area of Sernabatim Colva, in Salcete taluka;

Sr No	Name of the party	Survey No / Village	Type of construction	Distance from HTL
1.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/1, Sernabatim	Concrete Platform (10-15 sq. mts.) Concrete fence with a gate on northern side	Within NDZ
2.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/2, Sernabatim	Concrete platform (10-15 sq.mts.), cemented pathway leading to Sy. no. 12/1 and 12/4 and ground + one structure of cement concrete (40 sq. mts approximately.)	Within NDZ
3.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/3, Sernabatim	Permanent structure over 100 sq.mts known as Furtado's Rest House used as tourist cottages constructed without any approvals	Within NDZ
4.	Joao Inacio Furtado	12/4, Sernabatim	Concrete platform occupying an area of 150-200 Sq.mts	Within NDZ

5.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/4, Sernabatim	Open air restaurant known as "Furtado's Beach House-Room & Restaurant" which is having concrete tiled platform, some portion of which extends in sy. no. 12/2. Construction of toilet and Kitchen.	Within NDZ
6.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/5, Sernabatim	Soak pit of the illegal toilet constructed in Sy. no. 12/4 with waste water and sewage flowing. Temporary structure of wood with a concreted floor.	Within NDZ
7.	(i) M/s.Maria Filomena Furtado (ii) Mr. Shilston Furtado (iii) Mr. Pio Furtado (iv) Mr. Joao Inacio Furtado	12/4 and 12/2, Sernabatim	The restaurant constructed has been elevated to a height of about 03 mts from ground level using stones, cement and mud over the illegal platform.	Within NDZ

Whereas, as per the CRZ Notification of 1991, the entire belt of 100 metres from the High Tide Line (HTL) of the river and 200 mts from the HTL from the sea is designated as the No Development Zone (NDZ) and hence no constructions whatsoever are permissible in the said belt.

Whereas, all proposed "re-construction / construction / development / repair" between 200 mts. to 500 mts. of the High Tide Line (HTL) from Sea and 100 mts. from the river, require the prior approval of this office under the CRZ Notification of 1991.

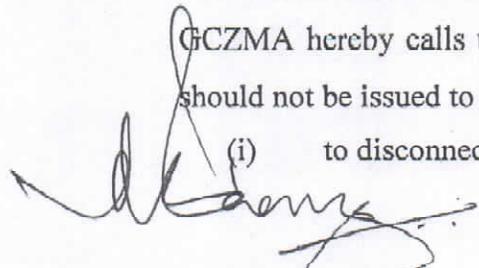
Whereas, all such constructions Within 200 mts. to 500mts of the HTL from Sea and 100 mts of the HTL from the river in CRZ III Zone, are not permitted in view of the common judgement and order passed by the Hon'ble High Court of Bombay at Panaji-Goa in Writ Petition No. 422/98 and Writ Petition No. 99/99 dated 13/10/2006 until the survey and inquiry as directed by the Hon'ble High Court is completed.

Whereas, the alleged illegal construction is highly detrimental to the coastal ecosystem/ riverine ecosystem due to destruction of sand dunes, coastal vegetation, as well as pollution of land and water resources.

Whereas, such constructions violating the CRZ Notification, 1991 are also in contravention of the directives of the Hon'ble Supreme Court of India.

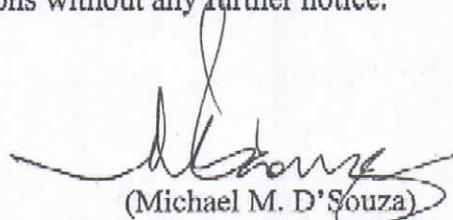
Now, therefore, in exercise of the powers conferred by section 5 of the Environment (Protection) Act, 1986 (Central Act 29 of 1986) read with sub-rule (3)(a) of rule 4 of the Environment (Protection) Rules, 1986, delegated to the GCZMA, the GCZMA hereby calls upon you to show cause as to why the directions listed as under should not be issued to the appropriate authorities against the said violation.

(i) to disconnect the supplies of electricity and water to the above cited



- (ii) to demolish the above cited construction, and restore the land to its original condition.

You are directed to file your reply and produce construction/ reconstruction/repair licence if any issued by the concerned Authority alongwith photographs, approved plan, as also documents to show the title to the property (Sale Deed etc.), or any other documents to prove the legality of the construction before us on or before 02nd March 2010 and remain ready for a personal hearing on a subsequent date which will be conveyed to you. If you fail to submit your reply alongwith the required documents, the GCZMA will come to the conclusion that you have no justification to produce and the Authority shall proceed to issue final directions without any further notice.



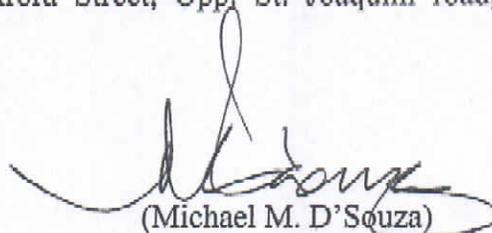
(Michael M. D'Souza)
Member Secretary, GCZMA
Director/Ex-Officio Jt. Secretary, (STE)

To,

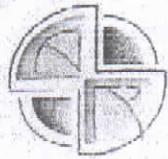
1. **M/s. Maria Filomena Furtado**, r/o. H.No. 93, Ambeaxir, Sernabatim, Colva, Salcete, Goa
2. **Mr. Shilston Furtado**, r/o. H.No. 93, Ambeaxir Sernabatim, Colva, Salcete, Goa
3. **Mr. Pio Furtado**, r/o. Sernabatim, Colva, Salcete, Goa
4. **Mr. Joao Inacio Furtado**, H.No. 93, Ambeaxir r/o, Sernabatim, Colva, Salcete, Goa

Copy to:

1. **P.S. to Chief Secretary**, Secretariat, Alto-Porvorim, Bardez-Goa.
2. **P.A. to Secretary (Environment)**, Secretariat, Alto-Porvorim, Bardez - Goa.
3. **P.A. to Collector (South)**, Collectorate (South), Margao - Goa.
4. **Dy. Collector & SDO (Salcete)**, Margao - Goa.
5. **Secretary, Village Panchayat of Sernabatim**, Colva Salcete.....*for needful action and to provide a detail report regarding the legality of the aforesaid construction.*
6. **Shri. Rabindra Dias**, r/o Dr. Pires colony, Block B, Santa Cruz, Ilhas, Goa.
7. **Shri William Rebello**, R/o Arora Street, Opp. St. Joaquim road, Bordu, Margao, Salcete, Goa.



(Michael M. D'Souza)
Member Secretary, GCZMA
Director/Ex-Officio Jt. Secretary, (STE)



A.R. Constructions

GOVT. CIVIL CONTRACTOR
ROADS, BUILDINGS, BRIDGES & LAND DEVELOPMENTS

121

12106

Date 07-08-2019

To,
The Executive Engineer,
WD VI(Roads),
PWD, Fatorda,
Margao-Goa.

Sub: Bill towards the Demolition charges of M/s.Furtado Guest House at Sernabatim,
Salcete, Goa.

Sir,

Here below I place the Bill towards the Demolition charges of M/s.Furtado Guest House at
Sernabatim, Salcete, Goa.

Item No	Date on which work carried out	Description of Work	Amount
1.	07-05-2019	Providing and Supplying: One J.C.B, Twenty Labour, Three Trucks	Rs.36,000/-
2.	08-05-2019	Providing and Supplying: Five J.C.B, Twenty Labour, Four Trucks	Rs.77,000/-
3.	15-05-2019	Providing and Supplying: One TATA Breaker, One J.C.B, One Labour	Rs.29,600/-
4.	16-05-2019	Providing and Supplying: One TATA Breaker, One J.C.B, Five Labour	Rs.32,000/-
5.	17-05-2019	Providing and Supplying: One TATA Breaker, Two J.C.B, One Labour	Rs.38,600/-
6.	18-05-2019	Providing and Supplying: One TATA Breaker, One J.C.B, One Labour	Rs.29,600/-
7.	20-05-2019	Providing and Supplying: One TATA Breaker, One J.C.B, One Labour, Five Trucks	Rs.54,600/-
8.	21-05-2019	Providing and Supplying:	Rs.54,600/-

AEV
we may submit to District Registrar.
Meeter is kept on 19/08/19
reg. District Registrar.

James
9/8/19

M. H. V. A. L.
13/8
Lobin

		One TATA Breaker, One J.C B, One Labour, Five Trucks	
9.	23-05-2019	Providing and Supplying: One TATA Breaker, Five Trucks	Rs.45,000/-
10	24-05-2019	Providing and Supplying: One TATA Breaker, Five Trucks	Rs.45,000/-
11.	25-05-2019	Providing and Supplying: One TATA Breaker, Five Trucks	Rs.45,000/-
TOTAL			Rs 4,87,000/-
SGST@ 9%			Rs.43,830/-
CGST@ 9%			Rs.43,830/-
TOTAL(including GST)			Rs.5,74,660/-
(Rupees Five Lakh Seventy Four Thousand Six Hundred and Sixty Only)			

Thanking you,

Yours faithfully,

For A. R. CONSTRUCTIONS
Angelo Rodrigues
PARTNER



Office of the Village Panchayat
Sernabatim, Vanelim, Colva & Gandaulim
Salcet - Goa Pin Code 403 708

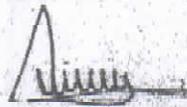
Date 23/02/86Ref. No. VP/SVCO/ 824/85-86NO OBJECTION CERTIFICATE

This is to certify that this Village Panchayat of Sernabatim, Vanelim, Colva and Gandaulim has No Objection to Shri. Antonio Jose Furtado to repair and renovate the existing Piggery house located on the Eastern side of the property under Survey No.12/4, situated at Adampoi, Sernabatim Village.

This Panchayat issued permission at the request of the interested party under the following condition:

The repair structure shall not exceed old existing floor area of 275 sq. mt. and the entire structure shall be within the plinth.




(Vincent Rodricks)
SARPANCH

Village Panchayat
Sernabatim, Vanelim, Colva & Gandaulim.

BEFORE THE ADDITIONAL DIRECTOR OF PANCHAYATS-I,MARGAO-GOA.

P.A. No.MAR-I/115/2013

Mrs. Maria Filomena Furtado,
Major, widow of Antonio Jose Furtado,
R/o. 93, Ambeaxir,
Sernabatim, Colva, Salcete-Goa.

....Appellant.

V/s.

The Village Panchayat Sernabatim, Vanelim,
Colva & Gandaulim,
Represented by its Secretary.

....Respondent.

JUDGEMENT

This Judgement and order shall disposed of the Appeal dated 30/12/2002 preferred u/s 66(7) of the Goa Panchayat Raj Act, 1994, by Maria Filomena Furtado (hereinafter referred to as "the Appellant", in short) challenging the direction contained in Demolition Notice dated 12/9/2013 passed by the Respondent V.P. Sarpanch, V.P. Sernabatim-Vanelim-Colva and Gandaulim (hereafter referred to as the "Respondent", in short).

The case of the Appellant in brief is as under:

That the appellant states that he is the owner of the property surveyed under No. 12/4 of Sernabatim Village. There are in the said property several structures including a pigsty towards the eastern end.

That the appellant states that the pigsty has been existing since last more than three decades. That the Respondent had in the year 2006 the house tax for which purpose Form A under Rule 9 of the Taxation Rules was filed. The Panchayat on the basis of said Form A and the Plan annexed thereto increased the tax from Rs.200/- to Rs.2000/-



...2/-

That the appellant states that the Directorate of Land Survey and Records conducted an inspection of all the sub divisions of Survey No. 12 of Sernabatim Village and has drawn a plan showing all the structures existing therein but has expressed its inability to comment on the legality of the structures.

That the appellant states that the respondent has issued the impugned demolition notice without giving the appellant any notice or any hearing.

Being aggrieved the impugned order under Ref. No. VP/SVCG/1230/2013-14 dated 12/9/2013, the present appeal is filed on various grounds.

The reply of the respondent in brief is as under

The appellant has failed to prove any Prima facie case in his favour for the appeal filed under Section 66(7) of the Panchayat Raj Act, 1994 is not maintainable in Law in the present facts and circumstances.

" Regulation of the erection of buildings.__(1) Subject to such rules as may be prescribed, no person shall erect any building or alter or add to any existing building or reconstruct any building without the written permission of the Panchayat. The permission may be granted on payment of such fees as may be prescribed.

If a Panchayat does not within thirty days from the date of receipt of application determine whether such permission should be given or not and communicate its decision to the appellant, the appellant may file an appeal within thirty days of expiry of aforesaid period, to the Deputy



Director who shall dispose of the same within thirty days from the date of filings of such appeal. If the Deputy Director fails to dispose of the appeal within thirty days, such permission shall be deemed to have been given and the appellant may proceed to execute the work, but not so as to contravene any of the provisions of this Act or any rules or bye-laws made under this Act.

The additional reply in this case of new facts by way of new documents otherwise till then without prejudice to the above legal aspects the Respondent above named desires to state and submit as under:

The Respondent states that they could not take any decision as he has to consider all aspects affecting the Panchayat body and people and no illegality was committed in putting the same for discussion on all aspects.

The Respondent states that Panchayat carried out site inspection and identified illegal structure without approval of CRZ authorities and Town and Country Planning Department and without conversion and permission from Panchayat.

The Respondent states that the appeal is rejected with costs and oblige as the appellant has not made out any prima facie case for appeal.

On perusal of appeal memo document on record and written argument filed by appellant.

The demolition notice has been issued without any show cause notice and the said notice is therefore ipso facto bad. The Respondent failed to issue the necessary show cause notice before issuing demolition notice and also failed to grant opportunity to the appellant to produce documents on records.



The appellant produce an N.O.C for repair granted by the Panchayat dated 23/2/1986, which shows that the structure has been existing in the year 1986. Non of this documents could be produce since no opportunity was given by the Respondent to appellant. The said structure shown in Form A filed in the Panchayat in the year 2006 for revision of house tax.

The appellant submitted that the objection raised by the Respondent is meaningless in the light of the fact that no show cause notice was issued. The Respondent has jumped to the concluding without verifying the facts through do process as provided under the law.

The decision was taken to demolish the illegal construction based on the site inspection by the Respondent, without giving opportunity to the appellant to prove the case, without following the principles of natural justice.

In view of the above discussion, I pass the following Order.

O R D E R

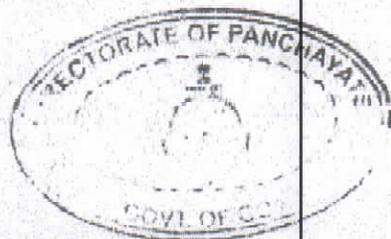
Appeal is allowed.

Demolition notice dated 12/9/2013 issued by the Respondent Panchayat is quashed and set aside.

Pronounced in open court.

Proceeding closed.

Given under my hand and seal of this office on 4th day of March, 2015.




(Gopal A. Parsekar)
Additional Director of Panchayats-I,
South Goa, Margao.

VERIFIED COPY

Copy applied for on 10/4/2015
 Date given to the party for taking delivery of the
 copy and extension thereof, if any
 ready for delivering on 3/6/15
 delivered on 5/6/15
 Typed by
 Compared by SDA
 Checked by
 Copying fees, Rs. 20/- (Rupees Twenty)
 by Credited in State Bank
 of India under chalan No. 105/15-16
 Dated 5/6/15


 Additional Director of Panchayat - 1
 Margao - Goa

147

ANNEXURE E COLLY

127

Phone:-

Chairman:-2221410
/2221452

Goa,

KHADI & VILLAGE INDUSTRIES BOARD

C.E.O.:-

2221452 / 2222494

2nd Floor, 2nd Lift, Junta House, Panaji Goa - 403001

Fax:- 0832 - 22224

No:1/3(18)(part)/GKVIB/2015-16/1299

Dated:06/11/2015

To,
Mr. Pio Furtado
Sernabatim, Colva,
Salcete - Goa.

Sub: Your Application dated 05/10/2015 under RTI act 2005

Sir,

With reference to your application dated 05/10/2015 under RTI 2005, I am enclosing herewith the copies of the loan file pertaining to Smt. Filomena Furtado, r/o Sernabatim, Colva, Salcete - Goa.

Yours faithfully,

L.V.N. Panvelkar

(L.V.N.Panvelkar)

Public information Officer
for info

No. III/ /GDDKVIB/198 - 8 /

GOA, DAMAN AND DIU

KHADI & VILLAGE INDUSTRIES BOARD

Junta House Annexe,
6th floor,
Panaji - Goa.

Dated: — 3/ /10/88.

To,
~~M/S/ Shri/Smt./Kum~~ **M/S Filomena Furtado,**
N.No. 93, Sarnabatia,
Colva, Anceaxir, Salcete-Goa.

Sub: — SANCTION OF FUNDS

Sir/Madam,

The Standing Finance Committee (V. I.) of the Goa, Daman and Diu Khadi and Village Industries Board in its meeting held on **18/10/88** has sanctioned an amount of Rs. **20,000/-**(Rupees **Twenty thousand only**) towards the development/setting up of **Beauty Parlour** unit under **Service**Industry in your favour against ~~Bank Guarantee/mortgage/hypothecation/personal~~ sureties 1) Shri **Smt. Elivira C. Pinto, Promeira Vado, Assolins, Salcete-Goa.**
2) Shri **Smt. Carolyo Fernandes, 1st Ward, Colva, Salcete-Goa.**

The details of the amount sanctioned is as follows:

1. Loan for Working Capital	Rs. 10,000/-
2. Capital Equipment Loan	Rs. 10,000/-
3. Short term loan for stocking purpose	Rs.
4. Loan for Machinery	Rs.
5.	Rs.
6.	Rs.
7. Grant/Subsidy	Rs.

The funds have been sanctioned on following additional terms in addition to the terms and conditions mentioned in the agreement, and the declaration given by you.

- The funds shall have to be utilised within three months from the date of disbursement, failing which the entire funds should be repaid in lump sum alongwith the interest @ 4% in addition to the penal interest @ 6% p. a. from date of release to the date of recovery.
- The loan amount will bear an interest @ 4% from the date of release of the funds. In case any default in payments of instalments additional penal interest @ 6% will be charged from the due date of instalment till the date of repayment of instalment.
- You will have to execute loan agreement/mortgage deed/hypothecation deed within 20 days. The draft of the deed will be supplied by the office. The deed so executed may be sent to this office for the signatures of the Member Secretary/Chief Executive Officer of the Board which will be returned after doing the needful for registration purposes. The funds will be disbursed after fulfilment of the conditions prescribed. The expenditure is debitable to the funds sanctioned by the KVIB in the agreed programme of the Board for the year 1988/89 for **Beauty Parlour**

Industry.

- The sanction order shall expire if the amount is not disbursed/collected on or before **30/11/88**
- Six monthly progress reports should be furnished to this office.
- Documentary evidence for having utilised the funds earmarked for the purpose should be furnished to this office within a period of 3 months from the month of release of funds.

Chief Executive Officer,

Copy forwarded for information and necessary action to: —

- The Director, **Service** Industry,
KVIC, Bombay - 56.
- The Dy. Director, Khadi & V. I. Commission, State Office, Panaji-Goa.

Chief Executive Officer.

Filomena Furtado

Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

Inward No. 65
Date: 14.10.88

FORM No. 1

(Application liable to be rejected unless it is complete in all respects)

VILLAGE INDUSTRIES LOAN APPLICATION

Name of the Applicant: Mrs. Filomena Furtado
Full address: H/No. 93, Sarnabatim, Colva, Anbon sea
Date: H.No.

To,
The Chief Executive Officer,
Goa, Daman and Diu Khadi and
Village Industries Board,
Janta House, Annex, 6th Floor,
Panaji (Goa) 403 001.

Sir,
I, the undersigned Filomena Furtado hereby apply
for the assistance by way of loan and grant as follows:

- 1. Loan for Working Capital Rs. 1,00,000
- 2. Short term loan for stocking purpose Rs.
- 3. Loan for Katcha Structure Rs.
- 4. Loan for implements Rs.
- 5. Loan for Machinery Rs. 10,000
- 6. Loan for Pucca Structure Rs.
- 7. Loan for Godown Rs.
- 8. Loan for Share Capital Rs.

Total Rs. 20,000/-

and a grant of Rs. Twenty thousand only

The assistance sought by way of loan and grant amounting to Rs. 20,000/-
(Rupees twenty thousand only) will be
utilised for the development of Beating Parlor Industry for the year 88-89.

I hereby agree to repay the above mentioned loan as given in the column of mode of payment.

Purpose for which loan is to be sanctioned	Tenure	Rate of Interest	Mode of Payment
--	--------	------------------	-----------------

1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement	a) That the sum of Rs. (Rupees only) shall be repaid by the borrower in the following manner:--
-----------------------------	----------------	--	--

Sketch attached of Beating Parlor

- i) 30% of the total amount shall be paid on or before
- ii) Another 30% of the total amount shall be paid on or before
- iii) The balance 40% amount shall be paid on or before

Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji

Purpose for which loan is to be sanctioned	Tenure	Rate of Interest	Mode of Payment
1	2	3	4
2. Short term loan for Stocking Purpose	0/0 months	4% per Annum from the date of disbursement.	by the end of the tenure
3. Loan for Katcha Structure	5 (Five) years	4% per Annum from the date of disbursement.	shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
4. Loan for Implementa	5 (Five) years	4% per Annum from the date of disbursement.	shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement.	shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
6. Loan for Pucca Structure	10 (Ten) years	4% per Annum from the date of disbursement.	shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
7. Loan for Godown	10 (Ten) years	4% per Annum from the date of disbursement.	shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.
8. Loan for Share Capital	5 (Five) years	4% per Annum from the date of disbursement.	shall be repaid in five equal annual instalments.

I hereby agree to execute an agreement with the Goa, Daman and Diu Khadi and Village Industries Board in the form and on the terms and conditions prescribed by the Goa, Daman and Diu Khadi and Village Industries Board.

I agree to abide by the rules and regulations of the Board which are now in force or may hereafter come in force. I offer the following securities in securing the loan.

Names of the persons who give Security Bond,	Address
1. Mrs. Floriana C. Pinto	1. X. P. Monteiro, Vadda, Assolha, Salcete - Goa
2.	2.

Securities	Value Rs.
1. Bank Guarantee	(Mention name of the Bank) Bank Guarantee to be enclosed.
2. Mortgage	(Mortgage deed to be enclosed)
3. Hypothecation	(Hypothecation deed to be enclosed)

Particulars of the securities such as stock in trade, goods, Insurance Policies, Marketable Goods, Fixed Deposit Receipts, Postal Cash Certificates, Plant and Machinery, Immovable Property, Buildings, etc., to be given.

Advance stamp receipts for the loan as well as grant amount are enclosed herewith.

I hereby solemnly declare that;

- 1) I have been engaged in development of above named Industry.

[Signature]
Chief
Goa Khadi

- 2) In case the above mentioned financial assistance (Loan and Grant) is sanctioned to me, I shall fully utilise the same for the development of the Industry for which it has been sanctioned.
- 3) That I have not availed similar Loan/Financial Assistance from any other Government Departments/Government Agencies presently of which the balance is outstanding.

Filomena Furtado
Signature of the applicant

Information to be supplied by the applicant:

- 1. Applicant's full name *Filomena Furtado*
(In block letters)
- 2. Occupation *Domestic*
- 3. Age *49 yrs* Married/Unmarried,
- 4. Full address:
 - a) Present residence *11/20, 93, Ambearim, Senghatim, 2012*
 - b) Permanent residence
 - c) Place of work/business *Akumpai, Ambearim*
- 5. a) Educational Qualification *IV* a)
- b) Technical Qualification b)
- 6. Experience in the line of Business/Industry/Profession
- 7. Whether belongs to SC/ST
If Yes, attach certificate
- 8. a) Average Annual Income from Business/Profession
 b) Income from other sources
 c) Movable/Immovable property of applicant

Particulars	No. of acres	Land Registration No.	Place
i) Landed property of applicant.			
ii) Annual Income from this land.			
iii) If applicant has own house, then place and approximate price.			

- 9. a) How long employed in present business/profession?
- b) Nos./Qty. of monthly production
- c) Availability of essential raw material and its present value
- 10. Total capital involved in present work/business (Equipment, Machinery, Raw material, etc. with cost)
- 11. Whether applicant working independently or servicing under somebody or working with some assistants

AR
Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

- 4 -

12. Number of dependent family members:

- a) Adults 9
- b) Children 2

13. Present problems

14. After availability of financial assistance whether demand/consumption of his products will be possible (Give details)

15. Requirement of monthly raw materials

N.A.

Name	Qty.	Value Rs.
a)		
b)		
c)		
		Total <u>25000/-</u>

16. a) Name of the Bank/Banks where applicant is having account

Bank of Baroda

b) Name of the Bank where the applicant has credit facilities, if any

c) Have applicant taken loan from any other Banks/Govt. Agencies/Govt. Departments. Full details and present amount outstanding should be given

N.A.

17. a) Is applicant insured? Kind and amount of each policy

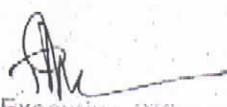
b) Loan taken against each policy

Attach full details of the proposed scheme of development of Industry for which loan is applied for.

Additional information which will help the Board in considering the application may separately be given.

I hereby declare that all the above statements and answers are true.

X Silomena Tuctada
Applicant's Signature


Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

..
ar
...
Na
Na
Date
Place

ADVANCE RECEIPT (For Loan)

Received Rs. 20000/- (Rupees Twenty five thousand)

.....) from the Chief Executive Officer, Goa, Daman and Diu Khadi and Village Industries Board, Panaji-Goa as loan towards the development of Security Paper Industry for the year 88-89.

Name, Address, Seal of the Institution.

Name and Address of the Individual.

Filomena Furtado,
11/No. 93, Sennabatin,
Colva Ambea Serb. X
Salcete Goa.



Furtado

Date: 31/5/88
Place: Colva

Signature of the applicant

ADVANCE RECEIPT (For Grant)

Received Rs. (Rupees

..... only) from the Chief Executive Officer, Goa, Daman and Diu Khadi and Village Industries Board, Panaji as grant towards the development of Industry for the year

Name, Address, Seal of the Institution.

Name and Address of the Individual.

Date: 31/5/88
Place: Colva



Furtado

Signature of the applicant

[Signature]
Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

- 7 -

INFORMATION TO BE SUPPLIED BY SURETIES

1. Surety's Full Name:— Shy/Smt./Kun, Carolyn Fernandes
 (IN BLOCK LETTERS)
 Occupation Business (Cold Storage)
 If in service, name and full address of the present employer to be given
 Designation
 (Salary certificate to be attached)
2. Full Residential Address 1st ward, Colva, Salcete Goa
11, NO ... ?
 Present
 Permanent
3. a) Monthly salary if in service or average annual income if in business/ profession
 b) Income from other sources
 c) How long employed in present job or in business/ profession 24/15
 d) Details of landed/immovable property owned if any, and its particulars to be proforma attached herewith
4. Name of the Bankers
5. Have surety taken loan from Bank/Govt. Agency/ Government? If so, give the present balance outstanding
6. Have you remained sureties to others? Give details

I hereby declare that all the above statements and answers are true. I furnish the information for the purpose of offering security to the Goa, Daman and Diu Khadi and Village Industries Board to secure the loan to be sanctioned to Shri/Kun./Smt. Fernanda ...

Fernanda
Surety's Signature

Date:
Place:

[Signature]
Chief Executive Officer
Goa Khadi & Village Industries Board

FORM (1)

SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS that we (1) Mrs. Elvira C. Pinto

years 27

son of/daughter of/wife of Helton Pinto

Indian National, resident of (2)

years Son of/daughter

of/wife of Indian National,

Resident of (Hereinafter called the Boundens) which

expression shall unless repugnant to the context shall include our heirs, legal administrators, executors and assignees hereby bind ourself jointly and severally to the Chairman, The Goa, Daman and Diu Khadi and Village Industries Board, a statutory Board constituted under the Goa, Daman and Diu Khadi and Village Industries Act, 1965 having its office at Panaji (hereinafter called the Board)

which expression shall include its successor or assignees for the payment of Rs. 25,000/-

(Rupees Twenty five thousand only)

X.S. [Signatures]

— 0 —

WHEREAS Shri/Kum./Smt. F. Lomena, D. Wilardo age 49 son of/wife-of/daughter of Santana, D. Wilardo Indian National resident of Colva (hereinafter called the Borrower) has applied to the Board for a loan of Rs. 20,000/- for the purpose of development of Beauty Parlor industry for the year 88-89.

AND WHEREAS the Board have agreed to grant the said loan of Rs. 20,000/- (Rupees Twenty thousand Only) as detailed below.

- | | |
|---|----------------------------|
| 1. Loan for Working Capital | Rs. <u>10,000/-</u> |
| 2. Short term loan for stocking purpose | Rs. |
| 3. Loan for Katcha Structure | Rs. |
| 4. Loan for Implements | Rs. <u>10,000/-</u> |
| 5. Loan for Machinery | Rs. |
| 6. Loan for Pucca Structure | Rs. |
| 7. Loan for Godown | Rs. |
| 8. Loan for Share Capital | Rs. |
| Total | Rs. <u>20,000/-</u> |

AND WHEREAS the Borrower has agreed to repay the said loan of Rs. 20,000/- in the manner detailed below:—

Purpose for which loan is sanctioned	Tenure	Rate of Interest	Mode of Payment
1	2	3	4
1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement.	a) That the sum of Rs. (Rupees only) shall be repaid by the borrower in the following manner:— i) 30% of the total amount shall be paid on or before ii) Another 30% of the total amount shall be paid on or before iii) The balance 40% amount shall be paid on or before
2. Short term loan for Stocking Purpose	6/0 months	4% per Annum from the date of disbursement.	Shall be repaid by the end of the tenure.
3. Loan for Katcha structure	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.
4. Loan for Implements	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.
6. Loan for Pucca Structure	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.
7. Loan for Godown	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of the disbursement of the loan.

Sx *[Signature]* *[Signature]*

Purpose for which loan is sanctioned	Tenure	Rate of Interest	Mode of Payment
1	2	3	4
8. Loan for Share Capital	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in five equal annual instalments

NOW THE CONDITION OF THIS BOND is such that if Shri Filomena Furtado the Borrower repays the loan granted by the Board with the interest thereon in the manner mentioned above, then the above written bond shall be void otherwise same shall remain in full force and virtue.

IN WITNESS to the above written bond and condition thereof we

1. Elvira Pinto
2. _____

have signed hereunder this _____ day of _____ one thousand nine hundred _____

Signatures:

- 1) Elvira Pinto
- 2) Cafales

In the presence of witness:---

- 1) [Signature]
- 2) [Signature]

[Signature]
 Chief Executive Officer
 Goa Khadi & Village Industries Board
 Panaji, Goa

PARTICULARS OF IMMOVABLE PROPERTIES BELONGING TO Smt./Smt./Kum.

Sr. No.	Description of landed property covered in the documents			Description of buildings if any covered in the documents the area, type of structure etc.	Names of the parties from whom the land/building was purchased	Date of purchase	Price at which it was purchased	Whether the property i. e. land/building have been mortgaged to any party or it is free from encumbrance
	Name of Village/Town in which the property is situated	Survey No. or Municipal No.	Area					
1	2	3	4	5	6	7	8	9


 Chief Executive Officer
 Goa Khadi & Village Industries Board

P.T.O

11 If the property i. e. land building has been mortgaged to any other party then the name or names of persons in whose favour the mortgage has been executed or a charge created	12 Whether the property land, building is in actual possession of the Institution/Society/or other borrower at present, if not, who is in possession of the property at present	13 Whether the revaluation of the property, land and building was done at any time after it was purchased and if so, how it was accounted for in the balance sheet	14 Remarks

Signature with rubber stamp

Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji, Goa

— 13 —

Application No. 1 —

THE GOA, DAMAN AND DIU KHADI & VILLAGE INDUSTRIES BOARD

Form of agreement to be executed before drawing the amount of loan for development of

Beauty Parlour Industry

AN AGREEMENT MADE ON day of

..... in the year one thousand nine hundred

between Filomena Furtado (hereinafter called the

Borrower) which expression shall include his heirs, administrators, executors and representatives of the one part and the Chairman, the Goa, Daman and Diu Khadi and Village Industries Board a statutory Board constituted under the Goa, Daman and Diu Khadi and Village Industries Act of 1965, having its office at Panaji (hereinafter called the Board) which expression shall include its successors or assignees of the other part.

A X Filomena Furtado


Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

- 14 -

WHEREAS the Borrower, under the provisions of the Board's regulation, has applied to the Board for a loan of Rs. 20,000/- (Rupees Twenty thousand Only) for the development of Beauty Parlour Industry for the year 1988-89, as detailed below (hereinafter called the said amount),

1. Loan for Working Capital	Rs. <u>10,000/-</u>
2. Short term loan for stocking purpose	Rs.
3. Loan for Katcha Structure	Rs.
4. Loan for Implements	Rs. <u>10,000/-</u>
5. Loan for Machinery	Rs.
6. Loan for Pucca Structure	Rs.
7. Loan for Godown	Rs.
8. Loan for Share Capital	Rs.
Total amount	Rs. <u>20,000/-</u>

WHEREAS the Board has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH that in consideration of sum of Rs. 20,000/- (Rupees Twenty thousand Only) to be paid by the Board to the Borrower, the Borrower hereby agrees with the Board:—

1. To repay the Board the said amount with interest at the rate of 4% or at such other rates or rate as may, from time to time, be fixed by the Board, as per terms and conditions mentioned below:—

2. The Borrower shall repay the said amount together with interest in the following manner, namely:—

Purpose for which loan is mentioned	Tenure	Rate of Interest	Mode of Payment
1	2	3	4
1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement.	a) That the sum of Rs. (Rupees only) shall be repaid by the borrower in the following manner:— i) 80% of the total amount shall be paid on or before ii) Another 80% of the total amount shall be paid on or before iii) The balance 40% amount shall be paid on or before
2. Short term loan for Stocking Purpose	3/6 months	4% per Annum from the date of disbursement.	Shall be repaid by the end of the tenure.
3. Loan for Katcha structure	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
4. Loan for Implements	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.

A X Fernando Furtado


Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

Purpose for which loan is sanctioned	Tenure	Rate of Interest	Mode of Payment
1	2	3	4
6. Loan for Pucca structure	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
7. Loan for Godown	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
8. Loan for Share Capital	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in five equal annual instalments.

3. In the event of failure to pay any instalment, with interest as provided in clause (2) hereof, the Borrower shall be liable to pay at once the whole amount outstanding together with interest due thereon in terms of his demand and promissory note dated If called upon to do so by the Chairman of the Board, Provided that without prejudice to the generality of the aforesaid provision, the Board may recover the sums due on the day of default as an arrear of land revenue as if the sums due are sums due to Government.

4. The said amount will be utilised only for the purpose of development of ... *Beauty* ... *Parlour* ... Industry within ... *60* ... days of disbursement, and shall, when called upon furnish satisfactory proof of having been so utilised, failing which the Borrower be liable to repay at once the whole or part of the loan as the Board may decide together with all interest due thereon, and on his failing to do so the said amount together with interest shall be recoverable as an arrear of land revenue.

5. The interest shall be payable periodically as and when the instalments of the loan are payable failing which interest shall be added to the amount of the loan at the end of such periods and cumulative amount shall carry interest at usual rate till paid off or till the maximum period of the loan whichever is earlier.

6. In case the amount due is not paid regularly as and when due, the Board shall be entitled to recover additional interest of 0% above the rate of interest mentioned in clause 1 hereof on all sums due on the date of such defaults as liquidated damages.

7. The Borrower shall execute a document of hypothecation of plant and machinery/mortgage/submission of Bank Guarantees to secure repayment of the said amount to be given to the Borrower before the disbursement of the said amount upto not less than one and half times of the said amount.

8. The Borrower shall lodge with the Board, by way of pledge/hypothecation/mortgage the following securities which the Borrower hereby solemnly declares he has full right to pledge/hypothecate/mortgage and the Board shall have the right to sell or dispose them off in any manner deemed fit, in case of default in respect of repayment of said loan as stipulated above.

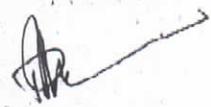
- 1)
- 2)
- 3)
- 4)

9. In the event of Borrower's death before the repayment of said amount with interest to the Board his estate and effects will be liable to the extent of the loan.

10. The Borrower shall be bound by the rules and regulations and terms and conditions of the Board which are now in or hereafter may come into force and the terms thereof shall be deemed to have been incorporated into this agreement.

11. The Borrower agrees that after the loan has been fully utilised and in any case not later than 31st March of every year, to furnish a copy of audited statements of Accounts in respect of loans granted together with a certificate from the Auditor/Officer of the Board to the effect that the loan has been fully utilised for the purpose for which it has been sanctioned.

12. The Borrower shall send to the Board a monthly account showing the details of utilisation of loan and also monthly progress report of the working of the Industry in such form as may be desired by the Board, so long as the said amount remains unpaid.


 Chief Executive Officer
 Goa Khadi & Village Industries Board
 Panaji-Goa

A. J. Filomena Furtado

13. The Borrower shall allow inspection of the Books of Accounts, factory site by an Officer or a representative of the Board/Khadi and Village Industries Commission, appointed/nominated for the purpose and also to make books of Accounts available for inspection and audit by the representative of Audit Department of the Government of India.

14. In the event of any dispute or differences arising out of or in any way touching or concerning any or all of the terms and conditions herein above mentioned or any account or valuation whatsoever connected with the Borrower and the Board agree that it shall be referred to the Sole Arbitrator of any person nominated by the Chairman of the Board. The Borrower shall not have any objection to any such appointment on the ground that the person so appointed is the servant of the Board or any Government. The award of such arbitrator shall be final and binding on the borrower as well as the Chairman of the Board. In the event of such Arbitrator vacating his Office or being unable to act for any reasons, the Chairman of the Board shall appoint another person to act as Arbitrator. The provisions of the Indian Arbitration Act 1940 shall apply to the arbitration proceedings under this clause.

15. It is hereby lastly agreed and declared that if the said amount has not been utilised for the purpose of development of Beauty Parlour Industry within 60 days from the date of disbursement of the said amount or if the Borrower within that period becomes insolvent or leaves the Profession/Business/Trade or dies the whole amount of the loan and interest accrued thereupon shall be immediately become due and payable and shall be recoverable as an arrear of land revenue.

IN WITNESS WHEREOF Borrower has hereunto set his hand and Shri, the Chairman of Board has hereunto set his hand.

Ax Filomena Fortado

Name and signature of the Borrower

Signed in presence of:

- 1) *[Signature]*
- 2) *[Signature]*

Signed, Sealed and Delivered by

(Name and designation of the Officer who has signed on behalf of the Board)

Signature of witnesses: ---

- 1)
- 2)

[Signature]

~~Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji, Goa~~

[Signature]

Chief Executive Officer
Goa Khadi & Village Industries Board
Panaji-Goa

140

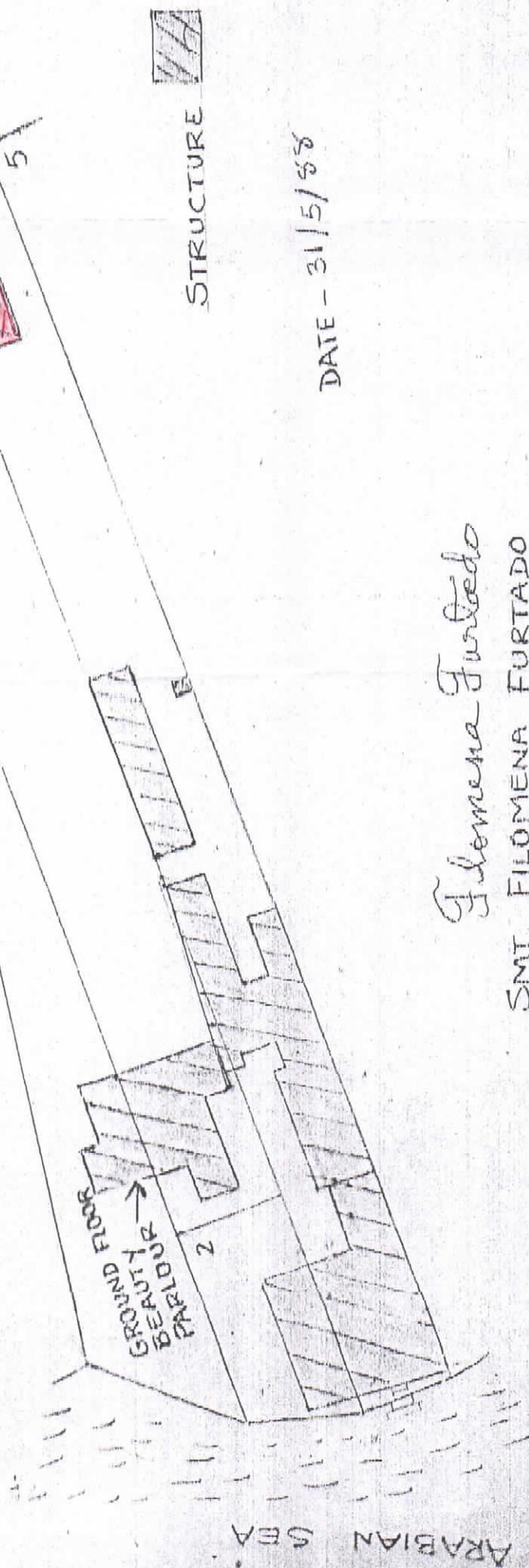
SKETCH

SKETCH SHOWING BEAUTY PARLOUR AND OTHER ADJACENT STRUCTURES
IN SURVEY NO. 12/1, 2, 3 AND 4 OF SERNABATIM VILLAGE.

Chief Executive Officer
Goskhadi & Village Industries Board
Panaji-Goa



SCALE: 1:1000



DATE - 31/5/88

Filomena Furtado
SMT. FILOMENA FURTADO

ANNEXURE F

141

No.10/ISLR/MISC-NGT/31/2019 | 1315
 Government of Goa
 Superintendent of Survey &
 Land Records, Margao-Goa

Dated :- 03/07/2019

To,
 The Dy. Collector & SDO.,
 Incharge of Demolition Squad
 Margao-Goa.

Sub:-Demolition of structures in Sy. No. 12/1 to 12/5 of Sernabatim village
 with reference to Order dated 02/07/2015 of NGT, Pune
 Ref :- Memorandum No.SDO/SAL/DEMO/2019/6434 dated 02/07/2019.

Sir,

This is in reference to above referred Memorandum dated 02/07/2019 on the
 above cited subject, in this regard please find enclosed herewith copy of site
 inspection report for further necessary action.



Yours faithfully

(Signature)

(Sudesh K.N. Bhairali)
 Inspector of Survey & Land Records
 Margao-Goa

Encl:- as above

CERTIFIED COPY

Office of the Inspector of Survey and Land Records
 City Survey, Margao

Copy prepared by and on Oliver D Cunha

Copy ready on 14/09/2020

Copy delivered on

Copied by Newton D Silva (P.S) Kildas

Compared by Sagar Jetha (S.D.O.)

Copying fees Rs. 200/- (Rupees Two hundred

only) which are credited

by Receipt No. 2098 dt. 16/9/2020

Clear charge

INFORMATION/COPY/COPIES/ISSUED

UNDER RIGHT TO INFORMATION ACT

2005 VIDE REF. NO. SSLR/MAR/RTI/63/2020

(Signature)
 16/9/2020

SITE INSPECTION REPORT



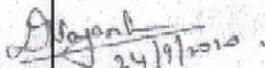
Ref No. SDM/SAL/DEMO/2019/6434
File No. 10/ISLR/MISC-NGT/31/2019

I the undersigned Roque Miranda (F.S) Deputed for NGT Demolition of "Furtado Guest House" on 03/07/2019 along with the Talathi of Colva Mr. Rupak as directed by the I.S.&L.R Margao - Goa.

With the help of Survey plan of survey No. 12/1 to 12/5, I have Verified and Measured with Measuring tape and I have come to the conclusion that the said Piggery (structure) falls in Survey No. 12/4 beyond the 200.00 MTS CRZ line of Sernabatim village of Salcete Taluka.


Roque Miranda (F.S)

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24/9/2020

PUBLIC INFORMATION OFFICER,
SUPERINTENDENT OF SURVEY &
LANDS RECORDS, MARGAO

CERTIFIED COPY

Office of the Inspector of Survey and Land Records
Margao

Copy applied by and on Oliver D Cunha

Copy ready on 17/09/2020

Copy delivered on 3

Received by Newton D Xelua (P) Bites

Numbered by Sunil D Xelua

Charging fees Rs. 200/- (Rupees Two hundred) which are credited

Receipt No. 2038 dt. 16/9/2020

Charge

Office of the Deputy Collector &
In-charge Demolition Squad,
Sub Division, Margao-Goa
2751
3/7/19 Signature: 

No. SDO/SAL/DEMO/2019/ 6434
Office of the Deputy Collector &
In-charge Demolition Squad,
Sub Division, Margao - Goa.

Dated: 02/07/2019

MEMORANDUM

Rogue

Sub: Demolition of structures in Sy. No. 12/1 to 12/5 of Sernabatim village with reference to order dated 2/7/2015 of NGT, Pune.

Attention is drawn to demolition Orders SDO/SAL/Demo/2019/36 dated 02/05/2019 & SDO/SAL/DEMO/2019/39 dated 13/5/2019 to demolish Furtado Guest House and all the structure in Sy.No.12/1 to 12/5 of Sernabatim village.

In this regard, the Mamlatdar of Salcete vide letter No. NoMAM/SAL/Demo-Furtados/ 2019/2159 dated 26/06/2019 has reported that the entire construction of the house property and the retaining wall around the house property Guest house called Furtado Guest House as well as other constructions standing on Land surveyed under nos.12/1 to 12/5 within the NDZ of Sernabatim village were demolished except one structure within the Sy.No. 12/1 to 12/5 of village Sernabatim which seem to be Piggery (sty) in the above Sy. No. which is not demolished as the owner of the structure raised an objection for the demolition of the said structure and informed that Piggery (sty) falls outside the NDZ area as mentioned in the NGT order.

Further, the complainant has filed Execution Petition before the NGT regarding non-compliance of the NGT order.

Therefore, you are hereby directed to verify whether the said structure falls within NDZ area of Sy. No. 12/1 to 12/5 of village Sernabatim alongwith the survey plan indicating the NDZ area.

Also Mamlatdar of Salcete is hereby directed to depute the talathi of Colva to assist the IS&LR for the said inspection. on 03/07/2019 at 3.00 p.m The report should reach this office immediately after inspection.s

This is may be treated as **MOST URGENT.**

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2005 VIDE REF. NO. SSUR/MAR/RTI/63/2020


(Uday R. Prabhu Dessai)
Deputy Collector & In-charge Demolition
Squad, Sub Division, Margao - Goa.

To.



बेनाूलिम - ४०३ ७१६
BENAULIM - 403 716
RTGS/NEFT/IFSC CODE BARB0BENAU
04830015181192

DEMAND
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On Demand Pay
RABINDRA DIAS

Twenty Five Thousand only

₹ 25,000.00

FOR VALUE RECEIVED

Not Over INR. 25,000.00
Purchaser Name: FURTADO'S RESTAURANT
SSI PANAJI

For Bank of Baroda
DD SINGLY
SIGNED AS PER
Branch Manager

[Signature]
Branch Manager
B.R.F. S.S. NO. 82/1910

DD/2018/ZD
BENAU (PANAJI)
354998

354998 4030 2018 200483 18

Bank of Baroda

(Head Office - Minardi, Baroda)

Benaulim Branch

Date 19.10.2020

(Applicant for DEMAND DRAFT)

Fig Mr RABINDRA DIAS

on Santa Cruz Branch

	₹	Ps.
Amount of	25,000	00
Exchange	85	
Total		
Amount tendered		
Amount Returned		

BANK OF BARODA
 Benaulim Branch
 TRANSFER

Amount in words
₹ 25,000.00
 / Cheque received / debited to
 your 01302000007A/c

Cashier _____ Acctt _____



OFFICE OF THE COLLECTOR / DISTRICT MAGISTRATE / CHAIRPERSON
DISTRICT DISASTER MANAGEMENT AUTHORITY
SOUTH GOA DISTRICT MARGAO-GOA

PERMISSION FOR HOME ISOLATION

As per Guidelines of Ministry of Health & Family Welfare dated 02/07/2020

Permit No. : SGHISAL2009013728

Date : 24-Sep-2020

Name of the Person : Maria Filomena Furtado
 Father/Husband : Antonio Jose Furtado
 Gender /Age : Female/82 years
 Residential Address : H.No.93, Ambeaxir, Sernabatim, Colva, Salcete, Goa Colva
 Salcete South Goa PIN- 403708, Colva, Salcete, South Goa
 Mobile : 9284010510 Email ID : furtadojandorothy@gmail.com
 Type of symptoms : Mild
 Name of Medical Officer : Dr Martinha Fernandes, Medical Officer, PHC Cansaulim
 Medical Officer Mobile No : 9011025064
 To Village Panchayat : Colva
 Home Isolation Period : 24-Sep-2020 To 11-Oct-2020 [17 Day Isolation]

* The patient shall undertake self isolation and abide by all the home isolation guidelines dated 02/07/2020 issued by the Ministry of Health & Family Welfare, Government of India.

* The revised guidelines for home isolation of very mild/pre-symptomatic/ asymptomatic Covid-19 cases available at Ministry of Health & Family Welfare website <https://www.mohfw.gov.in/pdf/RevisedHomeIsolationGuidelines.pdf>, for the care giver and the patients, along with the instructions as in Annexure II shall be also followed.

* Persons opting for home isolation should mandatorily have oximeter and thermometer. An indicative list of pharmacies for oximeter is available under Download documents.

(Ajit Roy, I.A.S.)

Collector / District Magistrate / Chairperson
District Disaster Management Authority
Office of the District Magistrate, South Goa