

Dated :- 20/03/2019

- Read:** 1) Application dated 07/09/2017 of M/s. Prescon Homes Private Limited, Office at S-41 & S-42, Alfran Plaza, Panaji Goa.  
2) Report No. MAM/TIS/CI-II/Online-CNV/170/2019/231 dated 06/02/2019 of the Mamlatdar of Tiswadi, Panaji.  
3) Report No. TIS/08/PART/AZO/TCP/17/1319 dated 03/11/2017 & No. TIS/08/PART/AZO/TCP/2018/377 dated 02/04/2018 of the Dy. Town Planner, Town and Country Planning Department, Panaji.  
4) Reports No. 5/CNV/TIS/DCFN/TECH/2013-14/881 dated 24/01/2014 & No. 5/CNV/TIS/DCFN/TECH/2014-15/2815 dated 08/01/2015 of the Dy. Conservator of Forests, Ponda.  
5) Report No. 4/ISLR/TIS/CNV/09/2019/951 dated 04/03/2019 of the I.S. & L.R, Panaji-Goa.  
6) Judgement and Order dated 28/11/2006 passed by the Hon'ble Court of the Civil Judge Senior Division at Panaji in Special Civil Suit No. 12/81/A.  
7) Order dated 9/6/2006 of the Joint Mamlatdar of Tiswadi in Case No. TNC/4/92/JMI.  
8) Report dated 10/09/2014 of the Deputy Collector & SDO, Panaji.

**SANAD**  
**SCHEDULE-II**

( See Rule 7 of the Goa, Daman and Diu Land Revenue (Conversion of use of land and non-agricultural Assessment ) Rules, 1969).

Whereas an application has been made to the Collector of North Goa (Hereinafter referred to as "the Collector" which expression shall include any officer whom the Collector shall appoint to exercise and perform his powers and duties under this grant) under section 32 of the Goa, Daman and Diu Land Revenue Code, 1968 (hereinafter referred to as 'the said code which expression shall, where the context so admits include the rules and orders thereunder **M/s. Prescon Homes Private Limited**, being the occupant of the plot registered under **Survey No. 8/1-D** Situated at **Azossim in Tiswadi Taluka** (hereinafter referred to as "the applicants, which expression shall, where the context so admits include his/her heirs, executors, administrators and assigns) for the permission to use the plots of land (hereinafter referred to as the "said plot" described in the Appendix I hereto, forming a part under **Survey No. 8/1-D** admeasuring **78, 157 sq. mts.** be the same a little more or less for the purpose of **Residential / Commercial / Institutional use.**

Now, this is to certify that the permission to use for the said plots is hereby granted, subject, to the provisions of the said code, and rules there under, and on the following conditions, namely:-

**1. Levelling and clearing of the land**-The applicants shall be bound to level and clear the land sufficiently to render suitable for the particular non-agricultural purpose for which the permission is granted to prevent insanitary conditions.

**2. Assessment** – The Applicants shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules there under with effect from the date of this sanad.

**3. Use** – The applicants shall not use the said land and building erected or to be erected thereon for any purpose other than **Residential / Commercial / Institutional use**, without the previous sanction of the Collector.

**4. Liability for rates** – The applicants shall pay all taxes, rates and cesses leviable on the said land.

**5. Penalty clause** – (a) if the applicants contravenes any of the foregoing conditions the Collector may, without prejudice to any other penalty to which the applicants may be liable under the provisions of the said Code continue the said plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

(b) Not with standing anything contained in sub-clause (a) it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within such time as specified in that behalf by the Collector, and on such removal or alteration not being carried out and recover the cost of carrying out the same from the applicant as an arrears of land revenue.

6.a) The Information, if any, furnished by the applicant for obtaining the Sanad is found to be false at later stage, the Sanad issued shall be liable to be withdrawn without prejudice to the legal action that may be taken against the applicant.

b) If any dispute arises with respect to the ownership of the land, the Sanad granted shall stand revoked and the Construction/Development carried out shall be at the cost and risk of the applicants.

c) The necessary road widening set-back to be maintained before any development in the land.

d) Traditional access passing through the plot, if any, shall be maintained.

e) No trees shall be cut except with prior permission of the competent authority.

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7. Code provisions applicable –Save as herein provided the grant shall be subject to the provisions of the said Code and rules thereunder.

**APPENDIX – I**

| Sr. No. | Length & Breadth |                                      | Total Superficial Area | Forming (Chalta No/ P.T.S No. | BOUNDARIES                  |                              |  |  | Remarks |
|---------|------------------|--------------------------------------|------------------------|-------------------------------|-----------------------------|------------------------------|--|--|---------|
|         | North to South   | East to West                         |                        |                               | North                       | South                        | East                                       | West                                     |         |
| 1       | 2                | 3                                    | 4                      | 5                             | 6                           |                              |  |  | 7       |
| A       | 524.78 Mts       | 209.00 Mts                           | 47956 Sq. Mts          | Survey No. 8/1-D (PART)       | S. No. 8/1-E & S. NO. 8/1-A | S. No. 8/1-D (PART) & S.NO.5 | S. No. 8/1-D (PART), S. NO. 8/1-E & S.NO.5 | S. No. 8/1-D (PART) S.NO.8/1-A & S.NO. 6 | NIL     |
| B       | 304.65 Mts       | 191.50 Mts                           | 30201 Sq. Mts          | Survey No. 8/1-D (PART)       | S. No. 8/1-D (PART)         | S. No. 6 & S.NO.5            | S. No. 8/1-D (PART)                        | S.NO. 6                                  | NIL     |
|         |                  | Village : AZOSSIM<br>Taluka: TISWADI |                        |                               |                             |                              |  |  |         |

Remarks:-

1. The applicant has paid conversion fees of Rs. 1, 30, 76, 662/- (Rupees One Crore Thirty Lakhs Seventy Six Thousand Six Hundred & Sixty Two only) vide Challan No. 106/18-19 dated 19/03/2019.
2. The Conversion has been approved by the Town Planner, Town and Country Planning Department, Panaji vide his report Nos. TIS/08/PART/AZO/TCP/17/1319 dated 03/11/2017 & No. TIS/08/PART/AZO/TCP/2018/377 dated 02/04/2018
3. The development/construction in the plot shall be governed as per rules in force.
4. Mundkarial rights and Mundkarial area should not be disturbed and should be protected if any.
5. This Sanad is issued only for change of use of land and shall not be used for any other purpose like proof of ownership of land etc. The applicant shall not use the sanad for pursuing any illegal or antinational activities on this converted land. This office is not responsible for ownership documents.

In witness whereof the **ADDITIONAL COLLECTOR - I North** Goa District has hereunto set his hand and the seal of his Office on behalf of the Governor of Goa and **M/s. Prescon Homes Private Limited, through authorized signatory Mrs. Puja Sushant Naik** here also hereunto set her hands this 2<sup>nd</sup> day of March, 2019.

**(M/s. Prescon Homes Private Limited, through authorized signatory Mrs. Puja Sushant Naik)**  
Applicant

**(Vikas S. N. Gaunekar)**  
Additional Collector-I

Signature and Designation of Witnesses

1. Vishal Mashelkar

2. Megharand Madbakar

Complete address of Witnesses

1. H.No. 683, Sakelhat, Carambolim - Goa.
2. H.No. 586, Sakelhat, Carambolim - Goa.

We declare that **M/s. Prescon Homes Private Limited, through authorized signatory Mrs. Puja Sushant Naik** have signed this Sanad is, to our personal knowledge, the persons whom represents themselves to be, and that they have affixed their signature hereto in our presence.

1. \_\_\_\_\_  
2. \_\_\_\_\_

To,

1. The Town Planner, Town and Country Planning Department, Panaji.
2. The Mamlatdar of Tiswadi Taluka, Panaji.
- 3 The Inspector of Survey and Land Records, Panaji.
4. The Sarpanch, Village Panchayat Azossim, Tiswadi – Goa.