

**Office of the Village Panchayat
Verna, Salcete-Goa.**



CONSTRUCTION LICENCE

Ref. No. VP/V/Const/F.740/2018-2019/1087

Date:- 18/9/2018

Licence is hereby granted to you in pursuance of Resolution No. V(14) duly approved by the Village Panchayat Verna in its meeting held on date 31-08-2018 for carrying out the.

* (a) Construction of Building in Survey No. 74 Sub-Div. 2 of Verna Village.

Subject to the following conditions:-

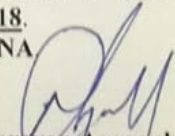
1. The applicant shall notify the Panchayat for giving the alignment of the building.
2. The construction should maintain the minimum prescribed horizontal and vertical clearances from any overhead electrical line passing adjacent to the construction.
3. All RCC/Structural works shall be designed and supervised by the Engineer who has signed the Structural Liability Certificate submitted to the Panchayat.
4. No material for construction or earth from excavation or any other construction material shall be stacked on the Public roads.
5. The Building should not be occupied unless the occupancy certificate is obtained from the Panchayat.
6. The construction license shall be revoked if the construction work is not executed as per the approved plans and the statements therein and whenever there is any false statement or misrepresentation of any material passed, approved or shown in the application on which the permit was based.
7. The applicant should construct a separate soak pit in order to derivate in the sullage water.
8. Any soak pit should be constructed at a minimum distance of 15 meters away from any well.
9. The ventilation pipe of the septic tank should be provided with a mosquito net.
10. The Applicant should connect the pipelines from their latrines/WC's to the sewerage line at their own cost, when the sewerage line is commissioned.
11. The applicant should fix a board at a prominent place whenever the construction is started, indicating the number, the date and the authority for which the licence for development work has been granted.
12. All the building material and other rubbish should be cleared from the construction site before applying for the Occupancy certificate.
13. Water storage tanks shall be provided with mosquito proof lids and over flow pipes. The tanks should be provided with access ladders wherever necessary.
14. The drains surrounding the plot if any should be constructed with PCC and should be covered with removable RCC slabs of sufficient thickness.
15. The applicant should gift the road widening area to the Village Panchayat before applying for the Occupancy certificate, if the applicant has utilized the extra FAR in lieu of the road widening affecting the plot.
16. The applicant should plaster and paint the building internally as well as externally before applying for Occupancy certificate. Exposed brick/laterite/concrete/stone/ ashlars masonry finish to buildings will also be permitted.
17. The applicant should provide a dustbin at a convenient place accessible for the Panchayat vehicle for collection of garbage.
18. Road widening area shall be asphalted to the existing road level before applying for occupancy certificate.
19. Garages and Parking areas shown in the approved plan shall be strictly used for parking purposes only and should be easily accessible to vehicles. No. commercial activities shall be allowed in these areas.
20. Access up to the entrance of the building is to be paved and is provided with drainage facilities.
21. Space for parking of vehicles is clearly demarcated on the ground.
22. No Restaurants/Bars will be permitted in the shops unless a separate soak pit is provided besides confirming to the rules in force.
23. No commercial activities will be permitted in the shops unless a separate permission is obtained from this Panchayat.

24. All Temporary sheds/Existing buildings shown to be demolished in the plan are demolished before applying for Occupancy certificate.
25. Fire Escape staircases, if applicable shall be constructed as indicated in the approved plans.
26. All internal courtyards should be provided with drainage outlet.
27. The applicant should maintain all existing natural drains in the plot and should not block them at any stage.
28. No soak pit or other structures should come in the road widening area.
29. The plot boundary should be cordoned off by continuous sheet fencing either of wood or metal during the construction period.
30. The construction of compound wall should not obstruct any pathway or any public access. The applicant shall make necessary arrangements for smooth flow of rain water by keeping adequate openings in the compound wall for the purpose.
31. Storage of water should be done in such a way that mosquito breeding doesn't take Place either by introducing fish in the tanks/wells or properly covering the iron drums/plastic tanks etc. or by observing dry day once a week.
32. Overhead tanks/sumps are provided with mosquito proof lids and other pipe fittings without any hole for the entry of mosquitoes. Outlet is to be covered by muslin/wire mesh. Ladder for inspection of the tank to be installed if required.
33. Curing water collections should be treated with anti-Larval chemicals by the builders/contractors.
34. Not to engage Labourers for any construction/ building work unless they are screened for malaria and posses health cards. These cards are to be renewed regularly every 3 month. Also arrangement should be done to get their blood tested immediately in case of fever and ensure that full treatment is taken in consultation with NVBDCP programme.
35. Labourers to be provided with basic amenities like proper shelter, water for drinking and domestic proposes, proper sanitary conditions including toilet facilities.
36. To fill the pits, ditches water pools etc to avoid stagnation and to ensure no mosquito breeding sites in and around specially in unused item like tyres, bottles, tins etc.
37. Drains/Nallahs to be maintained clean around the site so that there is no blockade to flow of water. The gradient should be proper for drainage/flow and also proper cleaning of water should be done.
38. The Health units at the respective levels should be involved in the planning process.
39. No gates shall open outwards on to the road.
40. The construction of the compound wall, if any should be as per the approved plan. The applicant shall inform this Panchayat after the completion of the compound wall.
41. Drinking water well should be 15 meters away from any soak pit.
42. All the conditions stipulated in the Technical clearance order bearing No. TPM/30739/Verna/74/2/18/5121 dated 30/8/2018 from TCP should be strictly followed.
43. All the conditions stipulated in the NOC bearing no.PHC/CORT/NOC/CONST/18-19/762 dated 06/09/2018 from Primary Health Centre, Cortalim, should be strictly followed.
44. The Waste generated during the Course Construction/repair renovation etc. shall be disposed off by the applicant/s in a scientific manner without harming the environment in its own property.
45. The information furnished by the applicant for obtaining the permission for Construction of bungalow and compound wall if found to be false at later stage, or if the conditions Stated herein above are not complied with, the Permission issued shall be liable to be withdrawn without pre-judice to the legal action that may be taken against the applicant.

THIS LICENCE IS VALID FOR A PERIOD OF THREE YEARS FROM THE DATE OF ISSUE OF THIS LICENCE. RENEWAL IF REQUIRED SHALL BE APPLIED WITHIN THE PERIOD OF THE VALIDITY OF THE LICENCE. HE/SHE HAS PAID THE LICENCE FEES TO THE TUNE OF RUPEES 1,08,200/- VIDE RECEIPT NO. 79/30 DATED 12/09/2018.

This carries the embossed seal of Panchayat Office of Village Panchayat VERNA

To,
M/s. Vintage Builders, R/o. Rainbow Valley, Mugali, Jose D Areal,
* Strike out which is not applicable.


(Narayan Azgaonkar)
SECRETARY
VILLAGE PANCHAYAT
VERNA
SALCETE - GOA



GOVERNMENT OF GOA
DIRECTORATE OF HEALTH SERVICES
PRIMARY HEALTH CENTRE, CORTALIM, GOA
Phone:0832-2550274

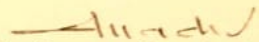
No:PHC/CORT/NOC/CONST/18-19/762

DATE: 06/09/2018

N.O.C. from sanitation point of view for proposed construction of Residential building.

With reference to your letter No. VP/V/999/2018-19 dated 31/08/2018, it is to inform you that this PHC CORTALIM has **NO OBJECTION** to issue NOC from the SANITARY POINT OF VIEW for proposed construction of Residential building as per Technical Clearance Order No. TPM/30739/Verna/74/2/18/5121 dated. 30/08/2018 in plot No.Nil, Sy.No. 74 of Verna Village of Salcete Taluka by **M/s Vintage Builders**, subject to the following conditions:

1. The construction shall be carried out as per the plan submitted.
2. The Septic tank/soak pit shall be more than **15** meters away from any water source and the capacity of the ST should correspond to the details as submitted to this office. Number of users 50.
3. Proper cleanliness and sanitation should be maintained at the construction site.
4. No health hazard or any other environmental pollution shall be created in the surrounding area.
5. The owner/contractor shall co-operate with the Health and Pollution Control Authorities whenever they visit the site for inspection.
6. As per section 75 A of Goa Public Health Act all labourers shall possess valid health cards, renewable every three months from its date of issue. Whosoever contravenes the above provision shall be fined Rs.10000/- per labourer. Health cards should be available at the site for inspection.
7. All Sanitary facilities (Toilet/Soak pit for proper disposal of waste water, Mosquito nets) should be provided to the labourers at the construction site.
8. Adequate anti-larval measures shall be carried out at the construction site in consultation with the health authority.
9. The owner/contractor shall display the signboard at the site with details such as name of the Proprietor/Builder/Contractor, NOC details obtained from the various appropriate Authorities.
10. This office is not responsible for any court Litigation regarding the ownership and area of the property.
11. **The Employment of Manual Scavengers is prohibited under Act, 2013. No Manual scavenging shall be allowed.**
12. Two soak pits shall be constructed one for sewage and another for sullage waste of the building.
13. The N.O.C. is liable to be withdrawn if the conditions stipulated above are not complied with.
14. The Applicant should take necessary approval / permission for construction from the local authority and other government agencies before starting of construction.


(Dr. Socorro Quadros)

Medical Officer Incharge
Primary Health Centre
Cortalim - Goa

To,
The Sarpanch/Secretary,
Village Panchayat Verna,
Salcete-Goa.

Copy to :- **M/s Vintage Builders,**
Mugalli, Jose D Areal
Salcete-Goa



OFFICE OF THE SENIOR TOWN PLANNER
TOWN & COUNTRY PLANNING DEPARTMENT,
SOUTH GOA DISTRICT OFFICE,
OSIA COMMERCIAL ARCADE, 4TH FLOOR 'B' WING
MARGAO-GOA.

REF:- TPM/30739/Verna/74/2/18/5/2/ DATE:- 30/8/18

TECHNICAL CLEARANCE ORDER

Technical Clearance is hereby granted for carrying out the work of proposed **construction of building** as per the enclosed approved plans in the property zoned as **Settlement Zone** in **Regional Plan for Goa 2001 and 2021** and situated in Plot no. __ of survey no **74 sub div. 2 of Verna Village of Salcete Taluka** with the following conditions:-

1. Construction shall be strictly as per the approved plans No changes shall be effected in the approved plans/approved built spaces without the prior permission of this Authority.
2. The permission granted shall be revoked, if any information, plans, calculations, documents and any other accompaniments of the application are found incorrect or wrong at any stage after the grant of the permission and the applicant will not be entitled for any compensation.
3. The development permission will not entitle the applicant for making/laying any claim on water and any other connection from the Government of Goa.
4. The Developer/applicant should display a sign board of minimum size 1.00mts. x 0.50mts. with writing in black colour on a white background at the site, as required under the Regulations.
5. The applicant shall obtain Conversion Sanad under the Goa Land Revenue Code, 1968, before the commencement of any development/construction as per the permission granted by this order.
6. The soak pit should not be located within a distance of 15.00meters from any existing well in the surrounding area.
7. The commencement and the completion of the work shall be notified to the authority in writing in appropriate forms.
8. Completion Certificate has to be obtained from this Authority before applying for Occupancy Certificate from the licensing authority.
9. Storm water drain should be constructed along the boundary of the effected plot abutting to the road.
10. Adequate Utility space for the dustbin, transformer etc. should be reserved within the plot area.
11. In case of any cutting of sloppy land of filling of low lying land, are involved, prior permission of the Chief Town Planner shall be obtained before the commencement of the works per the provisions of Section 17(A) of the Goa Town and Country Planning Act, 1974.
12. The Ownership of the property shall be verified by the licensing body before issuing the licence.
13. Verification of the tenancy position as on 2/11/1990 and thereafter shall be made by the licensing body before issuing the licence

Cont/-

14. As regards complaints, pertaining to encroachments, Judicial orders/directive and other legal issues, the same may be verified and confirmed by the concern Village Panchayat before issuing licence.
15. The set backs shown on the site plan shall be strictly maintained.
16. The Village Panchayat shall ensure about the availability of power and water supply and other required infrastructure before issuing licence.
17. The area under road widening shall be deemed to be public road and shall not be enclosed/encroached. Affidavit / undertaking in this regard shall be sworn before the Municipal Council /PWD as the case may be on stamp paper of Rs.100/-.
18. This technical clearance order is issued relying on the survey plan submitted to this office from the concern authority. In case of any boundary dispute /encroachment if any shall be resolved by the applicant with clear demarcation of the boundaries from Survey Department . This office shall not be held responsible at any point of time as the said technical clearance order is only from planning point of view.
19. The existing structure proposed for demolition shall be fully demolished before applying for completion order from this office.
20. The Technical Clearance order is issued based on notification issued by Principal Chief Engineer published in Government official gazette no Series I No6 dtd 11/5/2018 as per which the old M.D.R has been classified as other District road with right of way of 20.00mtrs.
21. The still parking area shall not be covered at any point of time and the Village Panchayat shall ensure the same.

THIS ORDER IS ISSUED WITH REFERENCE TO THE APPLICATION DATED 15/7/18 RECEIVED FROM M/s Vintage Builders.

THIS ORDER IS VALID FOR THREE YEARS FROM THE DATE OF ISSUE OF CONSTRUCTION LICENCE, PROVIDED THE CONSTRUCTION LICENCE IS ISSUED WITHIN THE PERIOD OF THREE YEARS.

R Shirodkar
(Ritesh Shirodkar)
Dy. Town Planner

To,
M/s Vintage Builders,
R/o Rainbow Valley,
Mugalli, Jose D Areal,
Salcete- Goa.,

Copy to:
The Sarpanch/Secretary,
Village Panchayat Verna,
Salcete- Goa.
TM/-



OFFICE OF THE DY. COLLECTOR & SUB-DIVISIONAL OFFICER,
SALCETE - GOA.

First Floor, Matanhy Saldanha Administrative Complex,
Near KTC, Margao, Goa - 403 601.

Tel. No.: 0832-2794145

E-mail: sdm-salcete.goa@nic.in



No.SDO/SAI/CONV/VER/170/2017/6120

Date: 16/07/2018

Read: Application dated 04/10/2017 of 1) Jewellyn Alvares, 2) Lanceloth Alvares, 3) Marie Alvares, 4) Irene Alvares 5) Joselyn Alvares, 6) Kate Alvares, 7) Karen Misquitta & 8) Kelly Alvares, C/o. Peter Gomes, G.G Appts, 1st Floor, Aquem, Alto, Margao-Goa.

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 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 & 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) by 1) Jewellyn Alvares, 2) Lanceloth Alvares, 3) Marie Alvares, 4) Irene Alvares 5) Joselyn Alvares, 6) Kate Alvares, 7) Karen Misquitta & 8) Kelly Alvares, C/o. Peter Gomes, G.G Appts, 1st Floor, Aquem, Alto, Margao-Goa (hereinafter referred to as "the applicant" which expression shall, where the context so admits, include his/her heirs, executors, administrators and assigns) for the permission to use the plot of land (hereinafter referred to as the "said plot") described in the Appendix I hereto of Survey No. 74/2 of Verna Village in Salcete Taluka, admeasuring 425m² be the same a little more or less for the purpose of Residential use only.

And whereas, the Town and Country Planning Department, Margao, has submitted report vide No.TPM/29848/Verna/74/2/18/764 dated 14/02/2018, wherein, it is stated that the land under Survey No. 74/2 of Verna Village in Salcete Taluka, as per the Regional Plan for Goa, 2001 & Regional plan for Goa 2021, the plot in question is located in the Settlement Zone having permissible F.A.R. 60 and the conversion is recommended for Residential purpose, admeasuring an area of 425sq. mts. The right of way of road is 15.0mts. & 25.0mts. hence front setback of minimum 10.50 & 15.50 respectively shall be kept from centre line of road.

And whereas, the Dy. Conservator of Forest, South Goa Division, Aquem, Margao, vide letter No.5/SGF/CONV/495/2017-18/2992 dated 12/12/2017, has informed that their office has inspected the area through Sub-Divisional Forest Officer, Quepem and it is observed that the area under Survey No. 74/2 of Verna Village in Salcete Taluka admeasuring an area of 425sq.mts., is not a Govt. Forest and does not form part of any compartment of South Goa Division Working Plan. The area also does not figure in the list of survey numbers identified as private forest by State Level Expert Committee. Forest (Conservation) Act, 1980 is not applicable to the above area.

And whereas, the Mamlatdar of Salcete, has submitted report vide No. MAM/SAI/CONV/CI-II/2017/63 dated 13/12/2017, wherein, it is stated that the use of the land would not effect public health, safety and convenience; the market value of the land is about Rs.8000/- per sq. mts.; there exist structure in the land proposed for conversion; there is an access to the site in question; there is no Tenancy/Mundkars on the proposed land for conversion; As per Form I & XIV there does not exist tenants name in the Tenant Column. the land proposed for conversion is surveyed under Survey No. 74/2 of Verna Village in Salcete Taluka and there exist old residential structure having its plinth area about 220sq.mts. and the

area shown as dry crop column; The land proposed for conversion is for residential purpose and the land is not low lying area; it is not coming under C.R.Z. Regulation either 200 mts. or 500 mts. from III; there are 1 Tamarind tree, 3 Sal wood tree and two mango trees in the proposed land for conversion.

And whereas, the Inspector of Survey and Land Records, Margao, has submitted report vide No.2/ISLR/173/2017/861 dated 12/03/2018, wherein, it is stated that the land in question is Dry Crop land. Also there exist 03 mango trees, 02 Teak wood tree, 01 Pimple tree and 01 chickootee in the area asked for conversion.

And whereas, after obtaining N.O.C./report for proposed conversion of use of land from the above mentioned authorities, the conversion of land under Survey No. 74/2 of Verna Village in Salcete Taluk was approved. The applicant has deposited total fees of Rs.19125/- (Rupees Nineteen Thousand One Hundred and Twenty Five only) vide Challan No.53/18-19 dated 18/06/2018, in the State Bank of India, Margao.

Now, this is to certify that the permission to use for the said plot is hereby granted, subject to the provisions of the said Code, and rules thereunder, and on the following conditions, namely:

1. *Levelling and clearing of the land* - The applicant 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 applicant shall pay the non-agricultural assessment when fixed by the Collector under the said Code and rules thereunder with effect from the date of this Sanad.
3. *Use* - The applicant shall not use the said land and building erected or to be erected thereon for any purpose other than **residential purpose**, without the previous sanction of the Collector.
4. *Liability for rates* - The applicant shall pay all taxes, rates and cesses leviable on the said land.
5. *Penalty clause* - (a) If the applicant contravenes any of the foregoing conditions the Collector may, without prejudice to any other penalty to which the applicant 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) Notwithstanding 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 used contrary to the provisions of this grant within such time as is 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. *Code provisions applicable* - Save as herein provided, the grant shall be subject to the provisions of the said Code and thereunder.
7. The applicant shall comply with the provisions of Town and Country Planning Act in force in Goa. Any violation of these provisions shall be solely at the cost of the Applicant at his own peril.
8. If any person claims ownership right and succeeds in it, the conversion shall stand automatically revoked.
9. Sanad shall not take away Mundkarial/Tenancy rights of any individual, if any, existing in the said property and if the sanad is obtained by suppression of any vital facts, the Sanad shall stand cancelled from the date of its issue the applicant shall also be liable to restore land back to its original use at his own cost.
10. Any further development in the plot shall be strictly as per the rules in force.



1. No hill cutting or filling of low-lying area shall be undertaken without prior permission from the Chief Town Planner u/s 17A of T.C.P. Act.
2. 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.
3. Traditional access, passing through the plot, if any, shall be maintained. The right of way of road is 15.0mts. & 25.0mts. hence front setback of minimum 10.50 & 15.50 respectively shall be kept from centre line of road.
4. The Applicant should obtain prior permission for cutting of trees in the said plot from the Forest Department, if required.
5. If Sanad is obtained by suppression of any vital information, it shall be revoked any time after knowledge of such fact from date of issue.
6. N.O.C. from the concerned authority shall be obtained before the commencement of any secondary development work in the said land.
7. Adequate arrangement shall be made so as not to affect the drainage portion in the area and flow of natural water.
8. Low lying land and water bodies, be protected and should not be harmed due to any activity.
9. If this Sanad is inconsistent with any law in force in the State of Goa or any decision of Hon'ble Supreme Court or Hon'ble High Court of Bombay, this Sanad shall be ineffective to extent of such inconsistency.
10. In case inadvertently if there is any mistake in calculating the fees for conversion payable or there is revision of fees before issuing of Challan then the Applicant is liable to pay the difference along with simple interest of 12% per annum calculated from the date of issuance of original Challan till the date of payment thereof. The failure or refusal on part of the applicant or successor, in affecting the payment thereof shall give the liberty to the undersigned to revoke the said Sanad and/or recover the balance as arrears of Land Revenue from Applicant.
11. In case of violation of any of the conditions or in case any N.O.C. etc. issued by any Department for effecting conversion is withdrawn, revoked or otherwise, the conversion Sanad shall also stand cancelled from such date of withdrawal, revocation or otherwise.
12. If in future, any dispute arises in respect of said plot regarding the ownership, title, etc., then the Applicant shall be solely responsible and the Dy. Collector & S.D.O., Salcete, or any other authorized officer on his behalf shall be at liberty to revoke the Conversion Sanad granted without giving any notice/reasons.

APPENDIX - I

Sr.No.	Length and Breath		Total Superficial Area	Forming part of Survey No. and Sub-Division No.	BOUNDARIES	Remarks
	North to South	East to West			North, South, East, West	
1	2	3	4	5	5	7
Block-I	8.00 mts	19.20mts.	122.00 sq. mts.	74/2(P)	As per the plan attached	---
Block-II	27.40mts	14.00mts.	303.00 sq. mts.			
TOTAL			425 sq.mts.			


Conversion is sanctioned for Residential purpose with permissible F.A.R. 60 based on above mentioned reports/N.O.C.'s mentioned on 1st & 2nd page.

In witness whereof the Dy. Collector & S.D.O., Salcete, has hereunto set his hand and the seal of his office on behalf of the Administrator of Goa, Daman & Diu and the applicants, i.e. 1) JewellynAlvares, 2) LancelothAlvares, 3) Marie Alvares, 4) Irene Alvares 5) JoselynAlvares, 6) Kate Alvares, 7) Karen Misquitta & 8) Kelly Alavres, C/o. Peter Gomes, G.G Appts, 1st Floor, Aquem, Alto, Margao-Goa, have also hereunto set her hand.

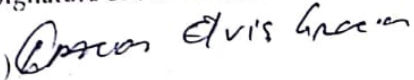

- 1) ZACARIAS P. GOMES 
- 2) ZACARIAS P. GOMES 

Signature of the applicants




(UdayPrabhudessai)
Dy. Collector & S.D.O.,
Margao, Salcete - Goa.

Signature of the witnesses:

- 1) 
- 2) Joaquim Fernandes 

11) JewellynAlvares, 2) LancelothAlvares, 3) Marie Alvares, 4) Irene Alvares 5) JoselynAlvares, 6) Kate Alvares, 7) Karen Misquitta & 8) Kelly Alavres, C/o. Peter Gomes, G.G Appts, 1st Floor, Aquem, Alto, Margao-Goa, who has signed this sanadare, to our personal knowledge, the person they represent themselves to be, and that they has affixed their signature hereto in our presence.

To,

- 1) The applicant, i.e. 1) JewellynAlvares, 2) LancelothAlvares, 3) Marie Alvares, 4) Irene Alvares 5) JoselynAlvares, 6) Kate Alvares, 7) Karen Misquitta & 8) Kelly Alavres, C/o. Peter Gomes, G.G Appts, 1st Floor, Aquem, Alto, Margao-Goa
- 2) The Mamlatdar of Salcete, Margao, Salcete - Goa.
- 3) The Dy. Town Planner, T.C.P. Department, Margao - Goa.
- 4) The Inspector of Survey & Land Records, Margao, Salcete - Goa.
- 5) The V.P. Secretary/Municipal Council.

GOVERNMENT OF GOA
 DIRECTORATE OF SETTLEMENT & LAND RECORDS
 PANAJI - GOA

PLAN

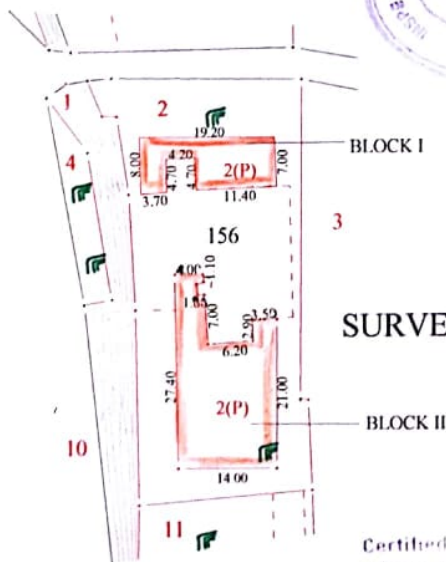
OF THE PROPERTY BEARING SURVEY No. 74/2 SITUATED AT VERNA VILLAGE
 OF SALCETE TALUKA APPLIED FOR CONVERSION OF USE OF LAND FROM
 AGRICULTURAL INTO NON AGRICULTURE PURPOSE BY JEWELLYN ALVARES
 VIDE ORDER NO. SDO/SAL/CONV /VER/170/2017/10402 DATED 14/11/17. BY
 DY. COLLECTOR & SDO, MARGAO GOA.



SCALE : 1:1000

	AREA TO BE CONVERTED S.No. 74/2(Part) BLOCK I = 122.00	SQ. MTS.
	AREA TO BE CONVERTED S.No. 74/2(Part) BLOCK II = 303.00	SQ. MTS.
TOTAL = 425.00		SQ. MTS.

Inspector of Survey & Land Records



SURVEY NO. 74

Certified that the conversion of land
 adjoining 425 sq. mts. of Survey no.
 74/2 of Verna village in Salcete
 taluka, from agricultural to non-agricultural
 has been granted vide Sanad No.
 SDO/SAL/CONV/VER/170/2017
 dtd. 16/11/18.

Dy. Collector & S.D.O.,
 Margao, Salcete-Goa


 SHILPA G. DESSAI (F.S.)
 PREPARED BY


 PRITI BONDBAGKAR (H.S.)
 VERIFIED BY

SURVEYED ON: 02/01/2018

File No.: 2/ISLR/173/2017



100007531961

Date : 10/07/2018

नमूना नं 1 व 14

Page 1 of 2

Taluka SALCETE
तालुका
Village Verna
गांव
Name of the Field Porem Bhat
शेताचें नांव

Survey No. 74
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
0000.10.50	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.00.00	0000.10.50

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
0000.04.00	0000.00.25	0000.04.25	0000.14.75

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	Jewellyn Alvares		69542	
2	Lanceloth Alvares		69542	
3	Marie Alvares		69542	
4	Irene Alvares		69542	
5	Joselyn Alvares		69542	
6	Kate Alvares		69542	
7	Karen Misquitta		69542	
8	Kelly Alavres		69542	

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

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





100007531961

FORM I & XIV

Date: 10/07/2018

नमूना नं 1 व 14

Page 2 of 2

Taluka SALCETE
तालुका
Village Verna
गांव
Name of the Field Porem Bhat
शेताचें नांव

Survey No. 74
सर्वे नंबर
Sub Div. No. 2
हिस्सा नंबर
Tenure
सत्ता प्रकार

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
					वागायत 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.



FORM (E)
(See Rule 6)
TREE OFFICER-CUM-DY. CONSERVATOR OF FORESTS
Government of Goa
FOREST DEPARTMENT

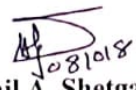
No.: 3/3/104/2018-19/ SGF/ 690
Dated: 08/10/2018.

Sub: - Permission to fell trees.

With reference to his/her application dated 24/8/2018 for grant of permission to fell trees to Shri/Smt. Zacarias Piedade Gomes hereby informed that he/she is granted permission to fell trees as per the details, indicated below from the private property known as "Porem Bhat" under Sy. No. 74/2 for an area of 1475 sq. mts. situated at Verna village of Salcete Taluka subject to the terms and conditions here to specified:-

DETAILS OF TREES

<u>Sr. No.</u>	<u>Tree No.</u>	<u>Species of trees</u>	<u>Girth in mts.</u>
1.	01	Mango	1.25
2.	02	Mango	1.80
3.	03	Teak	0.90
4.	04	Teak	1.10
5.	05	Mango	1.30
6.	06	Mango	1.60
7.	07	Mango	1.70
8.	08	Teak	1.15
9.	09	Teak	0.60
10.	10	Jackfruit	0.65
11.	11	Mango	1.35
12.	12	Mango	1.05
13.	13	Mango	0.80
14.	14	Jack	1.35
15.	15	Tamarind	2.10
16.	16	Teak	1.10


(Anil A. Shetgaonkar)
Dy. Conservator of Forest
South Goa Division,
Margao-Goa.



To,
Shri/Smt. Zacarias Piedade Gomes,
Partner of M/s. Vintage Builders,
r/o. Rainbow valley, Mugalli, Sao Jose de Areal, Salcete - Goa.

Terms and conditions

1. The Range Forest Officer shall mark the trees before cutting.
2. Permission to fell trees is granted at his/her risk and without prejudice to claim/s of any other person/s who may be having right/s over the land or trees.
3. Felling of trees shall be completed within 45 days from the above mentioned date.
4. Material produced from the felled trees shall not be removed or disposed without permission of the Tree Officer.
5. He/She shall replant tree as per details given below during ensuing/next planting season, i.e. commencing from June 2018 to August 2019 in the property from which the trees will be felled.


Sr. No.	Species	No. of trees
1.	Tree Species	32

6. Licence fee was paid vide R. No. 57/4041 dtd. 04/10/2018 for Rs. 1600/- and deposit a sum of Rs. 3200/- (Rupees three thousand two hundred only) vide D. D. No. 831924 dtd. 04/10/2018, as security Deposit in the office of the Dy. Conservator of Forests, South Goa Division, Margao-Goa, before starting the felling of the trees for ensuing the replanting of the trees (indicated at Sr. No. 5 above).
 7. In the event of failure on the part of permit holder to replant the trees as indicated at Sr. No. 5 above, then the Tree Officer, shall himself undertake to replant the trees and recover the cost thereof from the permit holder by way of adjustment against the Security Deposit made by the permit holder or falling that by recovery as arrears of Land Revenue.
-
1. Copy to the Conservator of Forests, Panaji Goa for information.
 2. Copy to: The **RFO, Mobile Squad Margao** w.r. to his report dated 20/09/2018, He is directed to keep strict watch over the felling of 16 nos. of trees and ensure that no illegal felling takes place.

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SAPANA BEHEKER CO-OP. HSG SOCIETY LTD
ST. JOSEPH ROAD, BORDA,
MARGAO - GOA 403 662
D-5/STPV/C.A./35/3/2011-RD

भारत 22383
136423
भारत 22383
136423
2010 100 000 000 2010 2010 2010 16:02
R.0231000/- PB7223
INDIA STAMP DUTY GOA

Name of Purchaser VINTAGE BUILDERS

For CITIZEN CREDIT CO-OP. BANK LTD.

Pequeira
Authorised Signatory

ZACARIAS P. GOMES

Zacarias
7

AGREEMENT OF EXCHANGE

Contd/- 2

2492/18



Zacarias
Zacarias
Gomes

THIS AGREEMENT OF EXCHANGE is made and executed at Margao, Goa, on this 5th day of the month of June, of the year Two Thousand and Eighteen.

BETWEEN

1. **MR. LANCELOTH ALVARES**, son of late Mr. Joao Manuel Alvares, aged 86 years, Retired, Bachelor, Indian National, residing at H. No: 523, Povacao, Verna, Salcete-Goa, holding Aadhar Card bearing No. 261203252054 and PAN Card bearing No. BNNPA0561K herein represented by his duly constituted Attorney, Mr. Jewellyn Alvares, son of late Mr. Julius Alvares, aged 37 years, vide Special Power of Attorney dated 22-05-2017, Registered at No. 2260/2017 before Notary Melvina M. D'Laura Fernandes, Margao Goa;
2. **MRS. IRENE ALVARES alias IRENA JOE ALVARES**, wife of late Mr. Joseph Alvares, Aged 74 years, Married, Retired, Indian National, residing at B-26/002, Lok Nagri, MIDC Road, Ambernath East, Thane District, holding Aadhar Card bearing No.825885925496 and PAN Card bearing No. BNIPA4175N, herein represented by her duly constituted Attorney, Mr. Jewellyn Alvares, son of late Mr. Julius Alvares, aged 37 years, vide General Irrevocable Power of Attorney dated 30-05-2018, Registered at No. 5122018, before Notary B. N. Shinde, Bangur Nagar, Mumbai;
3. **MR. JOSELYN ALVARES alias JOSELYN JEEVAN ALVARES**, son of late Mr. Joseph Philip Alvares, Aged 41 years, Service, Indian National, residing at P.O. Box 54105, Kingdom Bahrain, PAN Card bearing No. ADWPA5209N, herein represented by his duly constituted Attorney, Mr. Jewellyn Alvares, son of late Mr. Julius Alvares, aged 37 years, vide General Irrevocable Power of Attorney dated 30-05-2018, Registered at No. 5122018, before Notary B. N. Shinde, Bangur Nagar, Mumbai;
4. **MRS. KATE ALVARES**, wife of late Mr. Julius Alvares, Aged 81 years, Married, Service, Indian National, residing at 401, Buena Vista, Sunder Lane, Orlem Malad West, Mumbai 400 064, holding Aadhar Card bearing No. 919277247180 and PAN Card bearing No. AASPA9300M;
5. **MISS KELLY ANN FIONA ALVARES**, daughter of late Mr. Julius Alvares, Aged 46 years, Single, Service, residing at 210, Borel Lane, Danville, CA 94526 USA, USA National holding Passport bearing No. 535336215 and having Overseas Citizen of India Card bearing No. A2762748, herein represented by her duly constituted Attorney, Mr. Jewellyn Alvares, son of late Mr. Julius Alvares, aged 37 years, vide

Alvares
Alvares
James

General Irrevocable Power of Attorney dated 09-10-2008, at Serial No. 450/2008 of Notarial Register, before Notary J. D. D'Monte, Mumbai;

6. **MRS. KAREN FLAVIANA MISQUITTA alias KAREN ALOYSIUS MISQUITTA alias KAREN ALVARES**, daughter of late Mr. Julius Alvares and wife of Mr. Aloysius Misquitta, Aged 44 years, Married, Service, residing at 5B, Tomway, Casula, NSW 2170, Australian National holding Passport bearing No. M9747944 and having Overseas Citizen of India Card bearing No. A2886429, herein represented by her duly constituted Attorney, Mr. Jewellyn Alvares, son of late Mr. Julius Alvares, aged 37 years, vide General Power of Attorney dated 04-05-2006, before Notary N. J. D'Monte, Mumbai;
7. **MR. JEWELLYN ALVARES alias JEWELLYN JUDE ALVARES**, son of late Mr. Julius Alvares, Aged 38 years, single, Indian National, residing at 401, Buena Vista, Sunder Lane, Orlem Malad West, Mumbai 400 064, holding Aadhar Card bearing No.779608453823 and PAN Card bearing No. AFYPA4352E, hereinafter referred to as the "LANDOWNERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, successors, administrators, executors and assigns) of the **FIRST PARTIES**.

AND

M/S VINTAGE BUILDERS, a Partnership Firm registered under the Indian Partnership Act at the Civil Sub-Registry at Margao, Salcete, Goa under MGO-F231-2012 on 28/09/2012, having PAN Card bearing No. AAKFV0618H, represented herein by its Partners.

1. **MR. JOSE BOSCO FERNANDES**, son of late Mr. Francisco L. P. Fernandes, the Partner of M/s Vintage Builders, aged 79 years, married, Indian National, holder of Aadhar Card bearing No. 671485961180,
2. **MRS. ZURICA JULIA NORONHA**, Wife of Mr. Armstrong Fernandes, Aged 44 years, married, Indian National, Resident of H. No.512, Povocao, Verna, Salcete-Goa, the Partner of M/s Vintage Builders, Holder of Aadhar Card bearing No. 635625473715, both represented by their duly constituted attorney **MR. ZACARIAS PIEDADE GOMES**, son of late Mr. Gabriel Gomes, the Partner of M/s Vintage Builders, aged 59 years, married, vide Power of Attorney dated 16-10-2017 at Registration No. 9423/2017 before Notary Menino A. Fernandes, Quepem, Salcete-Goa.

[Handwritten signatures]

3. MR. ZACARIAS PIEDADE GOMES, son of late Mr. Gabriel Gomes, the Partner of M/s Vintage Builders, aged 59 years, married, Indian National, holder of Aadhar Card No. 499784968326, resident of Rainbow Valley, Mugalli, Sao Jose d Areal, Salcete-Goa, hereinafter referred to as the **"THE DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors, administrators, executors and assigns) of the **SECOND PARTY**.

The Landowner Nos: 5 and 6 being foreign nationals have obtained permission to register the present Agreement of Exchange from the Office of the State Registrar-Cum- Head of Notary Services dated 03-04-2018 bearing No. 4/81/18-Registration/361.

WHEREAS, the **"LANDOWNERS"** are the owners in possession and title of the property known as **"POREM BHAT"** as per Survey Records **"POREM BHAT"** situated at Verna, Salcete and Sub-District of Salcete, District of the South Goa, State of Goa, surveyed under Survey No: 74/2 of Village Verna wherein there exists an old house in a dilapidated condition and is more particularly described in Schedule I here in below.

AND WHEREAS in the above mentioned property more particularly described in Schedule-I herein below originally belonged to Joao Manuel Alvares who is the father of the member No: 1 of the First Part and father/father-in-law/grandfather of the First party.

AND WHEREAS upon the death of Mr. Joao Manuel Alvares and his wife Mrs. Flaviana Natalia Estefacica Nee Dias e Alvares a regular inventory proceeding bearing No: 60/2012/F was filed in the Court of the Civil Judge Junior Division at Margao.

AND WHEREAS in the above mentioned inventory Proceedings the property more particularly described in Schedule-I herein below was enlisted as Item No: 1 in the Description of Assets and the said Item No: 1 was jointly allotted to the members of the landowners and Miss Marie Alvares, who is now deceased; by Terms of Accord dated 17-12-2013 and Judgment dated 23-12-2013 of the Court of the Civil Judge Junior Division at Margao.

AND WHEREAS Miss Marie Alvares had executed a Public Will drawn on 29-09-2014, recorded at Folio 1 to 2 of Book No. 418 dated 01-10-2014, wherein she bequeathed half her share in the above mentioned property to Mr. Jewellyn Alvares and her remaining share to Mrs. Kate Alvares, Mrs. Karen Misquitta and Miss Kelly Ann Alvares.

Alvares
Alvares
Gomes

AND WHEREAS, the "LANDOWNERS" are therefore the lawful owners in possession and title of the property more particularly described in Schedule I herein below and the "DEVELOPERS" are interested in developing the said property, in order to construct a Multi stored building thereon, by giving in exchange to the LANDOWNERS 2 (Two) Apartments each admeasuring approximately 109 sq. mts each and the amenities to be provided have been enlisted in the Letter dated 10-08-2017, sent by the "DEVELOPERS" to the "LANDOWNERS". The said 2 (two) Apartments are more particularly described in Schedule II. The "LANDOWNERS" shall have no further claim of any nature pertaining to the amenities provided. The said exchange shall be for a consideration amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) out of which an amount of Rs. 4,00,000/- (Rupees Four Lakhs only) has been paid as advance to the "LANDOWNERS" and the receipt of which the "LANDOWNERS" hereby acknowledge, and construction of two flats, admeasuring 109 Sq. mts each, ~~both valued at Rs. 8,00,000/- (Rupees Eight Lakhs only).~~

NOW THEREFORE THIS AGREEMENT FOR EXCHANGE WITNESSES AS UNDER:-

1. The LANDOWNERS declare and confirm that:
 - a. That they are exclusively entitled to own, hold, possess and deal within any manner with regard to the rustic property known as "POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna more particularly described in Schedule -I herein below and that they have a clean, clear and good and marketable title free from all encumbrances to the rustic property known as "POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna.
 - b. That they have not entered into any agreement for sale in relation to the said property either orally or in writing to any other person/persons, firm or company or whomsoever.
 - c. That there is no litigation or any legal proceedings pending in any court of law or any other authority in respect of the rustic property known as "POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna.
 - d. That the said property is not subject to any Notice or Notification or Proceedings under the Land Acquisition Act or Administration or Evacuee Property Act.
 - e. That there are no Mundkars, tenants nor any other person or persons claiming any tenancy right or any other right of whatsoever nature over the rustic property known as "POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna

[Handwritten signatures]

- f. That there are no dues or charges of any nature payable by the **LANDOWNERS** directly over the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna or any part thereof or otherwise to any authorities or local bodies.
- g. That there is no legal impediment or bar for the sale of the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna and is free from all encumbrances, charges, liens whatsoever.
- h. That there is no attachment or notice from any Central or State Government or any other local body or authorities under any Municipal Act or any other Acts or Scheme or Legislative enactment, Government Ordinance, Order or Notification, including notice/ proceedings for acquisition / requisition , has or had been received by or served upon the **LANDOWNER** and that the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna** is not subject to any attachment certificate or other recovery proceedings under the Income Tax Act, Public Demand Recovery Act or any other Act or Statute, law or regulation.
- i. That no one else has any right or share in the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna more particularly described in Schedule – I herein below and the **LANDOWNERS** title in respect of the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna is perfect, clear, clean, good and subsisting.
2. The **DEVELOPERS** who upon verifying the title documents of the **LANDOWNERS** have accepted as true the above paragraphs 1 (a) to 1(i) and have decided to develop the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna.
3. It is agreed by and between the parties that **LANDOWNERS** have entrusted to the **DEVELOPER** to develop the said property by this agreement of exchange by constructing multistoried buildings comprising of residential apartments and commercial shops and the **LANDOWNERS** for a consideration amount of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) to the **"LANDOWNERS"** vide
- a. Cheque bearing No. 102040 dated 05-09-2017 and Cheque bearing No. 413424 dated 04-06-2018, both drawn on Corporation Bank of India, Verna Branch in favour of Mrs. Irene Alvares for an amount of Rs. 1,00,000/- (One Lakh only) and Rs. 2,00,000/- (Two Lakhs only) respectively.

Irene Alvares
Manoj
Pooja

- b. Cheque bearing no. 102041 dated 05-09-2017, Cheque bearing No. 413422 dated 04-06-2018, both drawn on Corporation Bank of India, Verna Branch in favour of Mrs. Kate Alvares for an amount of Rs. 1,00,000/- (One Lakh only) and Rs. 1,30,000/- (One Lakh thirty Thousand only) respectively.
- c. Cheque bearing No. 102039 dated 05-09-2017, drawn on Corporation Bank of India, Verna Branch, in favour of Ms. Marie Alvares for an amount of Rs. 1,00,000/- (One Lakh only)
- d. Cheque bearing No. 102034 dated 05-09-2017 and Cheque bearing No. 413422 dated 04-06-2018, both drawn on Corporation Bank of India, Verna Branch in favour of Mr. Lanceloth Alvares for an amount of Rs. 1,00,000/- (One Lakh only) and Rs. 2,00,000/- (Two Lakhs only) respectively.
- e. Cheque bearing No. 413425 dated 04-05-2018, drawn on Corporation Bank of India, Verna Branch, in favour of Mr. Jewellyn Alvares for an amount of Rs. 2,00,000/- (Two Lakh only);
- f. Cheque bearing No. 413426 dated 04-05-2018, drawn on Corporation Bank of India, Verna Branch, in favour of Ms. Kelly Ann Alvares for an amount of Rs. 1,35,000/- (One Lakh Thirty Five Thousand only)
- g. Cheque bearing No. 413427 dated 04-05-2018, drawn on Corporation Bank of India, Verna Branch, in favour of Mrs. Karen Misquitta for an amount of Rs. 1,35,000/- (One Lakh only)
- h. Cheque bearing No. 413428 dated 04-05-2018, drawn on Corporation Bank of India, Verna Branch, in favour of Mr. Joslyn Alvares for an amount of Rs. 2,00,000/- (One Lakh only);

the receipt of which the "LANDOWNERS" hereby acknowledge, and an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) shall be paid at the time of execution of the present Agreement and construction of two flats as per plan annexed along with the present agreement, admeasuring 109 Sq. mts. each, ~~both~~

7/1

shall be executed on completion of flats ~~and Deed of Sale for two flats~~

4. The LANDOWNERS agree to execute an Irrevocable Power of Attorney in favour of the "DEVELOPERS" to do all the above things, acts, matters and deeds connected thereto. It shall be the exclusive responsibility of the DEVELOPERS to obtain necessary N.O.C., License and all permissions or approvals necessary for the purpose of construction of the proposed building.

5. The LANDOWNERS have entrusted to the DEVELOPER to develop the rustic property known as "POREM BHAT" as per Survey Records "POREM BHAT"

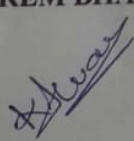
K Alvares

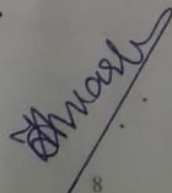
M Alvares

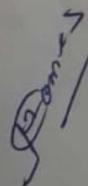
D Alvares

situated at Verna more particularly described in the Schedule-I hereunder written on the following terms and conditions:

6. That the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** situated at Verna will be developed as per the zone marked by the Town & Country Planning Department.
7. The **LANDOWNERS** shall be entitled to sell the two flats allotted to them without any reference to the **DEVELOPERS** upon handing over the said Flats. However the stamp duty and Registration charges, Society Registration charges, Building maintenance charges in respect of the said two flats, shall be borne by the **LANDOWNERS** and their **PURCHASERS**. Similarly, the **DEVELOPERS** shall be free to sell all the other flats/shops without reference to the **LANDOWNERS** and without any payment to the **LANDOWNERS** but for the said sales and or for the agreement of sale the **OWNER** shall be the Consenting Party.
8. The period for completion of the development of the rustic property known as as **"POREM BHAT" as per Survey Records "POREM BHAT"** within a period of 36 months from the date of signing the present Agreement, with a grace period of another six months, from the execution hereof, provided however, that the time for completion shall be deemed to have been further extended in the event of non-availability of building materials and/or delay due to any reasons beyond the control of the **DEVELOPERS**, delay in Govt. approvals, local agitations, etc. and other "Force-Majeure" circumstances.
9. The **LANDOWNERS** hereby permit and authorize the **DEVELOPERS** to enter into the said land with immediate effect and clear the site of the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"** and further permits to cut any trees therein after obtaining forest licence in the name of the **LANDOWNERS**.
10. The **LANDOWNERS** shall execute all the papers that may be required for obtaining all approvals, conversion from the Town and Country Planning and Development Authority, Dy. Collector, Panchayat, Collector, Administrative Tribunal and any other Government and Semi- Government Office which the **DEVELOPERS** may have to approach or to whom they may have to apply in connection of the said development of the rustic property known as **"POREM BHAT" as per Survey Records "POREM BHAT"**.







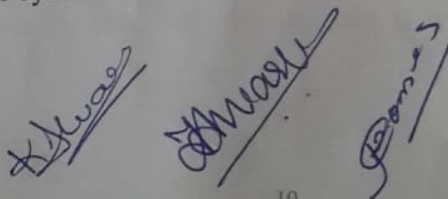
11. The **LANDOWNERS** hereby declare that they will not enter into any transaction of any nature with any other person in respect of the rustic property known as as **"POREM BHAT"** as per Survey Records **"POREM BHAT"** during the subsistence of this agreement. In the event this agreement being prematurely terminated, the expenditure incurred by the Developer shall be compensated by the Vendor.
12. The **DEVELOPERS** based on this agreement shall not create any charge, lien or encumber the said property and or obtain any loan from any financial institution based on this agreement without the consent of **LANDOWNERS**.
13. In case of delay in delivery of possession of the completed Flats by the **DEVELOPER** to the **LANDOWNERS**, the **LANDOWNERS** shall be at liberty to condone such delay from time to time provided that on condonation of the delay of each month or the part thereof, the **DEVELOPERS** shall pay to the **LANDOWNERS** in advance a sum of Rs. 1,000/- (Rupees One Thousand Only) per month in respect of the Flat for the delay.
14. **IT IS HEREBY AGREED** that the **"DEVELOPERS"** shall hand over the possession of the said Apartments more particularly described in Schedule-II herein below, to the **LANDOWNERS** first, before handing over possession of any other premises in the said building to be constructed in the property more particularly described in Schedule-I herein below, to any other buyer.
15. In case a Housing Co-operative Society is constituted, at the instance of the **"DEVELOPERS"**, by the persons who shall own the Flats or Premises in the said proposed building, and is duly registered under the prevailing laws for the purpose of maintenance of the said proposed building and providing common amenities to the said building and owners of the Flats and Premises thereof, then the **LANDOWNERS** shall become the member of the said Society and shall transfer the entire title and possession of the said property unto the said Society.
16. It is herein agreed by both the parties that in case if a Housing Co-Operative Society is not constituted than the **LANDOWNERS** shall execute a Deed of Exchange in favour of the **DEVELOPERS**.
17. The **DEVELOPERS"** shall apply to the Town and Country Planning Department, Conversion Sanad and the Construction Licence from Village Panchayat of Verna after

[Handwritten signatures and initials]

paying the necessary charges in the name of the **LANDOWNERS** within a period of 1 year, in the event the said N.O.C and/or licence is not applied for within the said prescribed time and/or the completed Flat as per this Agreement, is not handed over by the **DEVELOPERS** to the **LANDOWNERS** within the time prescribed in clause 7 herein or in the event the construction of the said Flat is not done by the **DEVELOPERS** as provided under this Agreement and in the best workmanlike manner, then the **LANDOWNERS** in addition to the right of specific performance, shall also have a right to terminate this Agreement by giving 3 months prior notice to the **DEVELOPERS**. In case such termination is done before any construction is raised in the said property, then the **DEVELOPER** shall not be entitled to any compensation but on the contrary, shall be entitled/bound to pay to the **LANDOWNERS** the damages and/or cost of destruction of the present residential house of the **LANDOWNERS** or of such part which may have been destroyed by the **DEVELOPERS**. In case such termination is done after having erected partially or fully the proposed building, the **DEVELOPERS** shall be entitled only to actual cost of construction calculated at the item rates prevailing at the time of construction. Upon the sale of part of such construction by the **DEVELOPERS** or his agents, in such event the accounts shall be taken of the actual cost of the construction and moneys received by the **DEVELOPERS** from the prospective buyers, if any, and the **DEVELOPERS** shall pay the amount received by him to the **LANDOWNERS** over and above such cost of construction. Further in such event the **LANDOWNERS** shall be entitled to retain the possession of the Flat provided for him till the Flat to be constructed for the "LANDOWNER" is completed by the **LANDOWNERS** at the costs and expenses of the **DEVELOPERS**. It is hereby clarified that in case of such termination, there shall be no right available to the **DEVELOPERS** under the N.O.C. granted by the Town and Country Planning Department or construction licence issued by the Village Panchayat of Verna and the right to execute the work as per the said N.O.C. and licence shall be vested unto the **LANDOWNERS**

18. The "LANDOWNERS" shall have no further claim for any benefit to the **DEVELOPERS** arising out of any change of development rules.

19. That all the expenses connected with the work of getting approvals, construction of asphalted roads and drains, providing water pipeline and electricity, conversion sanad, from the concerned departments including the Village Panchayat of Verna shall be borne by the **DEVELOPERS**.



20. That the time limit for execution/ completion of the project, may be extended in writing by the parties hereto.

21. Specific performance shall be the essence of this agreement.

22. Market Value of the said property is Rs. 59,63,950
(Rupees Fifty Nine Lakhs Sixty three thousand Nine hundred and fifty)

SCHEDULE-I

All that land which is property known as "POREM BHAT" as per Survey Records "POREM BHAT" situated at Verna, Salcete and Sub-District of Salcete, District of the South Goa, State of Goa, wherein there exists a dwelling house in a dilapidated condition, surveyed under Survey No. 74/2 of Village Verna admeasuring approximately 1,475 Sq. Mts. and bounded as follows:

North: by road

South: by property bearing Survey No. 74/11

East: by property bearing Survey No. 74/3

West: by drain

SCHEDULE-II

(A) Flat marked in red on the plan annexed hereto situated on the first floor admeasuring 109 Sq. mts in the property more particularly described in Schedule-I and is bounded as follows:

NORTH: Staircase of the building

SOUTH: Remaining portion of the property

EAST: Remaining portion of the property

WEST: Remaining portion of the property

(B) Flat marked in red on the plan annexed hereto situated on the second floor admeasuring 109 Sq. mts in the property more particularly described in Schedule-I herein above and is bounded as follows:

NORTH: Staircase

SOUTH: Remaining portion of the property

EAST: Remaining portion of the property

WEST: Remaining portion of the property

IN WITNESS WHEREOF the Parties above named have set their respective hands hereunto on the day, month and the year first above written in the presence of the two attesting witnesses.

[Signature]

[Signature]

[Signature]

SIGNED AND DELIVERED BY
LANDOWNERS:

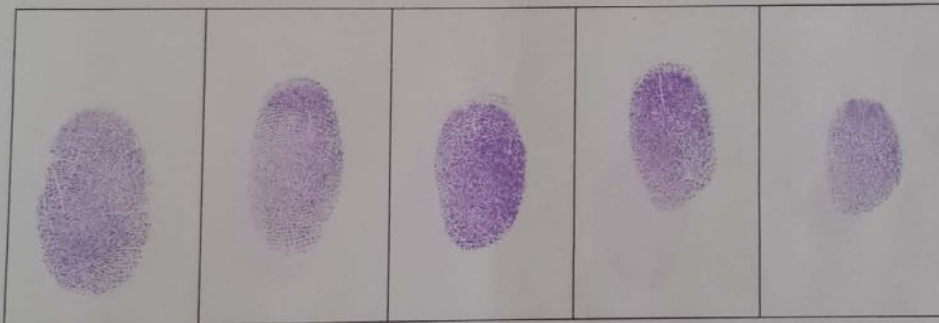


K Alvares

MRS. KATE ALVARES



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

K Alvares

M. Alvarez

D. Alvarez

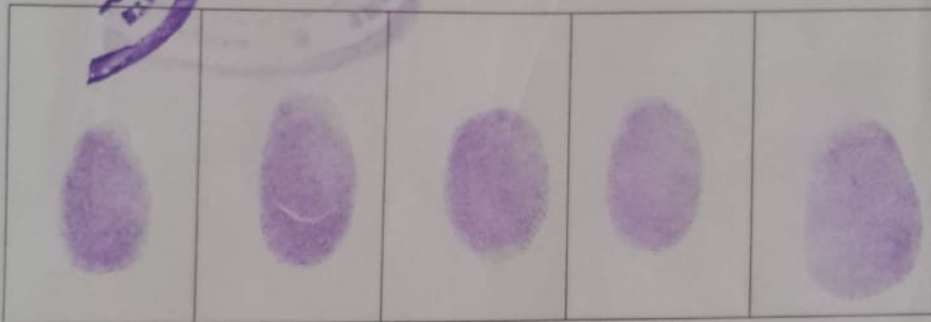
SIGNED AND DELIVERED BY
LANDOWNERS:



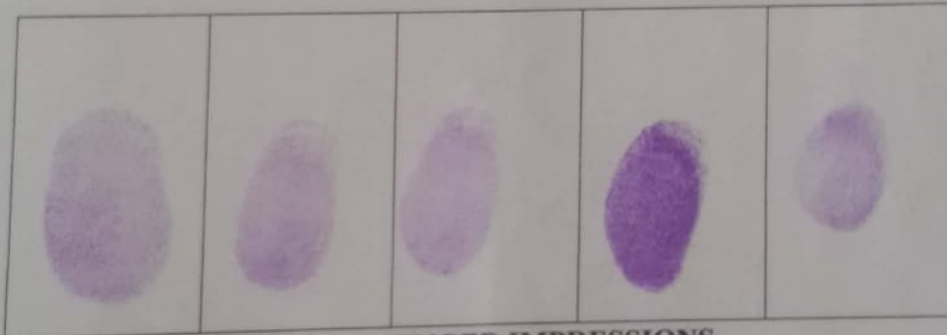
[Handwritten signature]

[Handwritten signature]

MR. JEWELLYN ALVARES for self and
as Attorney for Landowner Nos. 1, 2, 3, 5 and 6



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

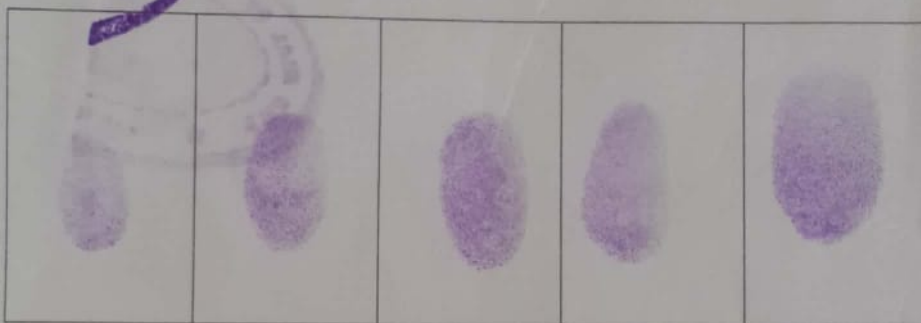
SIGNED AND DELIVERED BY
DEVELOPERS:



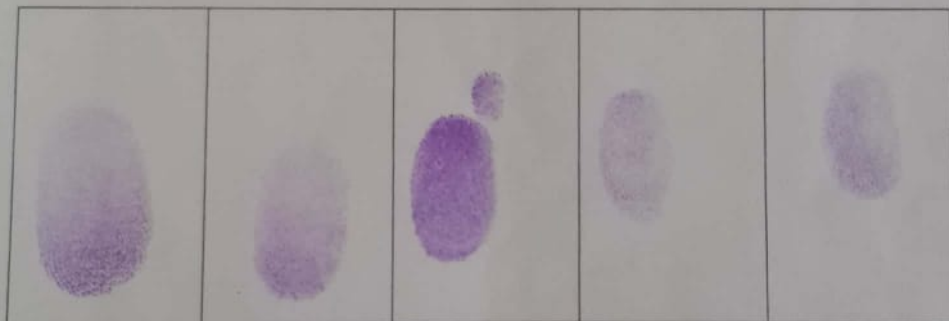
Zacarias

Zacarias

MR. ZACARIAS PIEDADE GOMES for self and
as Attorney for the Developer Nos. 1 and 2



LEFT HAND FINGER IMPRESSIONS



RIGHT HAND FINGER IMPRESSIONS

Zacarias

Zacarias

Zacarias

WITNESSES:

1. Sabira Moraes
Assolda
2. Gisela Pereira
Utorda - Goa

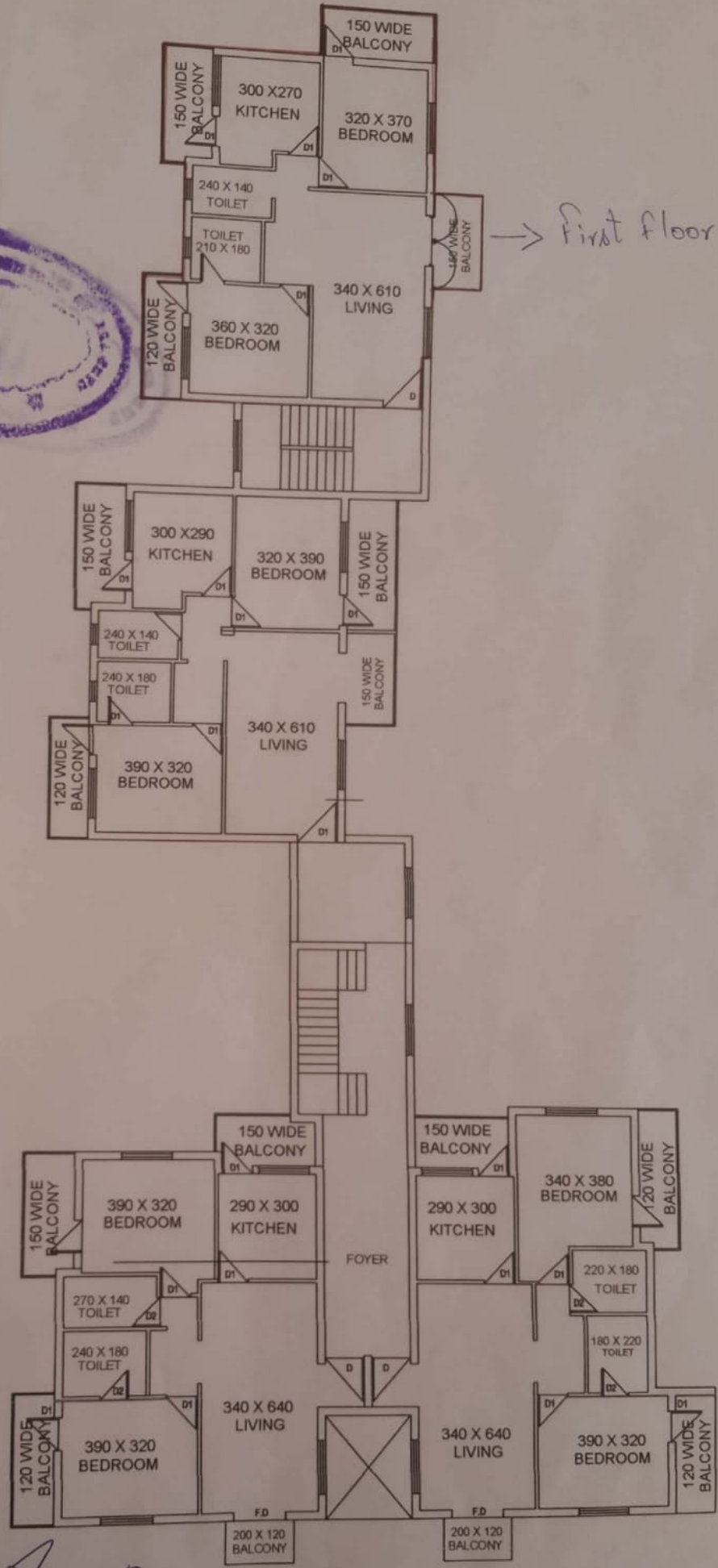
Sabira Moraes
Gisela Pereira



Sabira Moraes
Gisela Pereira
Sabira Moraes

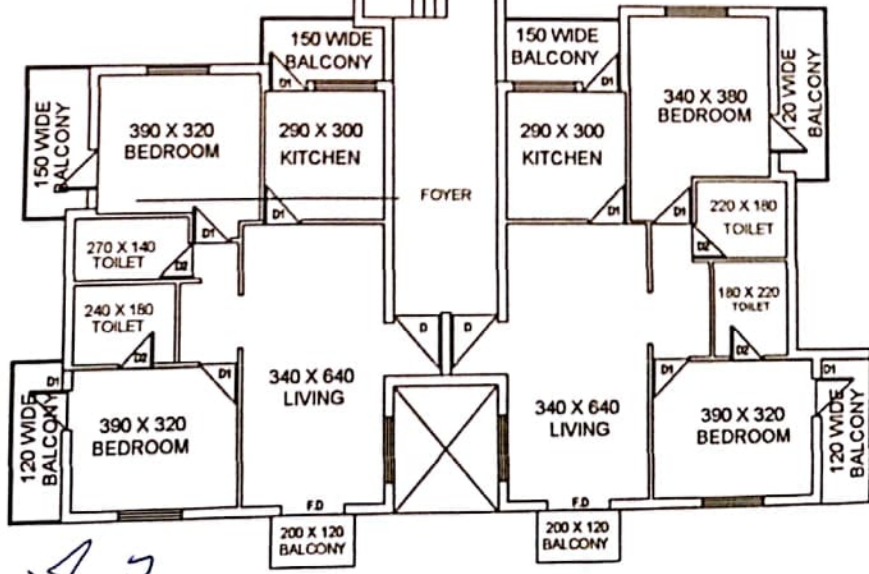
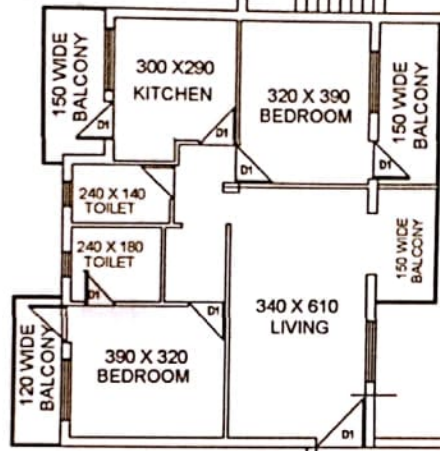
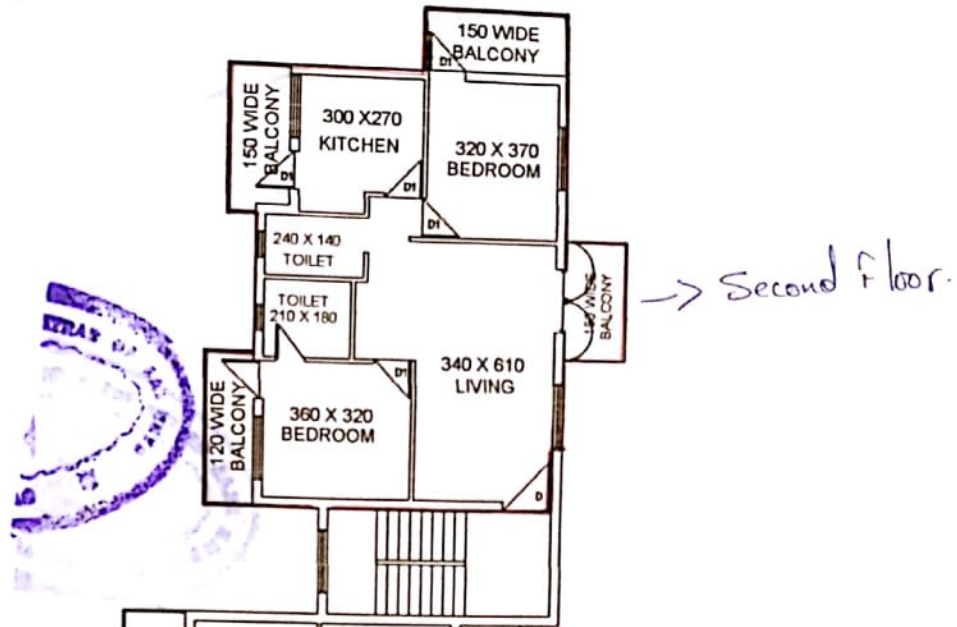


→ First floor



H. Alwan
M. Alwan
Domes

TYPICAL FIRST & SECOND FLOOR PLAN



Handwritten signatures and notes:
 K. P. ...
 M. ...
 P. ...

TYPICAL FIRST & SECOND FLOOR PLAN



Office of Sub-Registrar Salcete/Margao

Government of Goa

Print Date & Time : 05-06-2018 01:23:05 PM

Document Serial Number : 2492

Presented at 11:39:00 AM on 05-06-2018 in the office of the Sub-Registrar(Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	149230.00
2	Processing Fees	770.00
Total :		150000.00

Stamp Duty Required: 173101.00 Stamp Duty Paid: 231000.00

Zacarias Piedade Gomes presenter

Name	Photo	Thumb Impression	Signature
Zacarias Piedade Gomes, S/o. Gabriel Gomes, Married, Indian, age 59 Years, Business, r/o Rainbow Valley, Mugalli, Sao Jose De Areal, Salcete, Goa For self as a Partner of M/S. Vintage Builders and as the POA for the other Partners vide POA dtd:16/10/2017 executed before Notary Menino A. Fernandes, Salcete, Goa Reg No. 9423/2017			

Endorsements



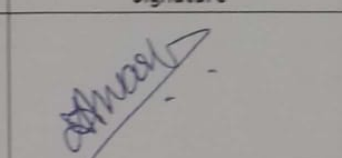
Executant

1 . Zacarias Piedade Gomes, S/o. Gabriel Gomes, Married, Indian, age 59 Years, Business, r/o Rainbow Valley, Mugalli, Sao Jose De Areal, Salcete, Goa For self as a Partner of M/S. Vintage Builders and as the POA for the other Partners vide POA dtd:16/10/2017 executed before Notary Menino A. Fernandes, Salcete, Goa Reg No. 9423/2017



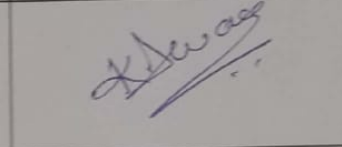
Photo	Thumb Impression	Signature

2 . Jewellyn Alvares, S/o. Late Julius Alvares, UnMarried, Indian, age 38 Years, Service, r/o 401, Buena Vista, Sunder Lane, Orlem, Malad, West, Mumbai 400064 Forself & as the POA for the other Land owners vide

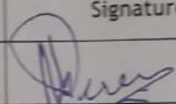
POA dtd: 22/5/2017 executed before Notary Melvina M.D.Laura Fernandes, Margao, Goa Reg2260/2017 and POAdtd: 30/5/2018 executed before Notary B.N.Shinde, Bangur Nagar, Mumbai and POA dtd: 9/10/2008 executed before Notary J.D.D.Monte, Mumbai under Sr.No.450/2008 and POA dtd: 4/5/2006 executed before Notary N.J.D.Monte, Mumbai

Photo	Thumb Impression	Signature
		

3 . Kate Alvares, W/o.Late Julius Alvares, Married, Indian, age 81 Years, Service, r/o401, Buena Vista, Sunder Lane, Orfem, Malad, West, Mumbai 400064

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Adv.Gisela Pereira , D/o.Alvaro Pereira, UnMarried, Indian, age 25 Years, Advocate, r/o Utorda, Salcete, Goa	

Sub-Registrar

CIVIL REGISTRAR
- CUM -
SUB-REGISTRAR
SALCETE

Scanned By:-

Signature :-

Designed and Developed by C-DAC, ACTS, Pune


Eudossement

Income Tax challan vide No. ITNS 281 of Rs. 56160/- dated 19/06/2018 is submitted today i.e. 20/06/2018

CIVIL REGISTRAR
- CUM -
SUB-REGISTRAR
SALCETE

05/Jun/2018 2:14 PM

Book-1 Document
Registration Number MGO-BK1-02695-2018
CD Number MGOD125 on
Date 21-06-2018



Sub-Registrar (Salcete/Margao)

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Handwritten signature
SUB-REGISTRAR
— CUM —
SUB-REGISTRAR
MARGAO

NIL CERTIFICATE OF ENCUMBRANCE ON PROPERTY

Note - Neither Government nor the Sub Registrar issuing the certificate guarantees the accuracy or correctness of the contents of this certificate and will not be liable for any claim for damages in respect of any information contained therein.

Certificate No. 2799 of the year 2018

Application No. 2799 of the year 2018

Jewellyn Alvares & others P/A Zacarias Piedade Gomes, No 81, St. Jose de Areal.
having applied to me for a certificate giving particulars of registered acts and encumbrances, if any,
in respect of property described overleaf. Description of property see overleaf

I hereby certify that a search has been made in Book I and in the Indexes relating thereto for period of - years from the 01st day of month of January of the year 2018 to 21st the day of month of November of the year 2018 for acts and encumbrances affecting the said property and that on such search no act or encumbrances affecting the said property has been found

Search made and certificate prepared by

Search verified and certificate examined by

Dated : 22/11/2018



(Shri. Domingos Martins)
Civil Registrar-cum-Sub Registrar,
Salcete, Margao - Goa

Office of the Civil Registrar-cum-Sub Registrar, Salcete (Margao - Goa)

Note . (1) If the property has been described in registered documents in a manner different from the way in which the applicant has described them in the application, the transactions evidenced by such documents will not be included in the certificate

(2) Under Section 57 of the Registration Act, persons desiring to inspect entries in the registers and indexes, or requiring copies thereof, or certificate of encumbrances on specified properties should make the search themselves, when the indexes will be placed before them on payment of the prescribed fees. But as in the present case the applicant has not undertaken the search himself, the requisite search has been made as carefully as possible by the office

Rec No : 13/37.

... of the Property Porem Bhat
admeasuring 1475 sq.mtrs Situated in Village Verna of Salcete Taluka, District South,
State of Goa, surveyed under No 74/2 Sub Division No. of Village 2 described in the
land registration records under no.9670 enrolled in the Matriz records under No 380
and bounded as follows:-

North: By the road

South: By the property bearing survey No.74/11

East: By the property bearing survey No.74/3

West: By the drain


SUB-REGISTRAR
SALCETE