

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

गोवा GOA



Serial No. 3575 Place of vendor, Panaji-Goa Date: 52/08/19 B 468504

Value of stamp paper: 50/-

Name of purchaser: Saday Shakh

Name of Father:

Residence: Pernim

Purpose:

Transacting

Parties:

CERTIFIED
TRUE XEROX COPY

Signature of vendor

Signature of purchaser

Franchisee X J D B Var

Franchise No. 45/617/VAL/01/2017

Government of Goa



**OFFICE OF THE CIVIL REGISTRAR CUM SUB REGISTRAR &
SPECIAL NOTARY EX-OFFICIO, Tiswadi**

2nd Floor, SPACES building, Patto Plaza, Panaji - Goa 403001
Tel. No. 0832-2438797 / Email: crsrtiswadi-rd.goa@nic.in

CERTIFICATE

Certified that this is the true Xerox copy of Reg Civil suit No. 5111 dated: 21/2/11
duly registered in this office under Reg. No. PNJ-BK-1- 0264/11 CD Number
PNJD CD-No-6, Dated: 02/02/2011

SURAJ R VERNEKAR

Civil Registrar-cum-Sub Registrar
Tiswadi-Goa

Receipt No 86/14 Date: 9/8/19 Receipt Amt 320 -

**SUB - REGISTRAR
ILHAS**

Place: Panaji-Goa

Dated: 9/8/19

266

266 SUB-REGISTRAR
ILHAS

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION AT PANAJI

Reg. Civil Suit No.544/2000/A

Mrsd. Leela Barretto(deceased)

..... Plaintiffs.

V/s

The Administrator (Perfect) & ors.

..... Defendants.

NO: CJSJ/PAN/Reg.544/2000/CIV/2011/87
Dated:-6th January,2011

To,
The Sub-Registrar of Tiswadi,
Junta House,
Panaji.

I am sending herewith Smt. Shobana Ajgaonkar, Head Clerk/
Representative of this Court in order to sign the Sale Deed on behalf of the
for plaintiff and the Defendant no.3 Mr. Sadiq Sheikh and Defendant No.4
Salesian Society of St. John Bosco and to do the needful to have the same
registered..

Yours faithfully.

Pay Sub

(P. M. Shinde)

Civil Judge Sr. Divn.,A-Court Panaji



AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

भारत 01647 NON JUDICIAL मीठा
167634 JAN 24 2011
R.0534660/-PB5740
INDIA STAMP DUTY GOA

NAME: Sadiq Shaidh
ADDRESS: Dona Paula - Goa
THROUGH:
SIGNATURE:
RECEIPT NO.: AXISB/1684



For AXIS BANK LTD.

Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

SUB-REGISTRAR
PANAJI

AXIS BANK LTD
SIDDHARTH BANDODKAR BHAVAN
P. SHIRGAONKAR ROAD, PANAJI

D-5/STP(V)/C.R./35/2/2010-RD

भारत 01648 NON JUDICIAL मीठा
174634 JAN 24 2011
R.0138760/-PB5740
INDIA STAMP DUTY GOA

NAME: Sadiq Shaidh
ADDRESS: Dona Paula - Goa
THROUGH:
SIGNATURE:
RECEIPT NO.: AXISB/1684

For AXIS BANK LTD.

Authorised Signatory
P. Shirgaonkar Road,
Panaji, Goa-403001.

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
PANAJI

REG. CIVIL SUIT NO. 544/2000/B(New)
REG. CIVIL SUIT NO.72/97/B

Mrs. Leela Barreto,
Wife of Late Narayan Barreto,
Agriculturist, resident of Odxel,
Taleigao, Goa (Expired) (Deleted 3.8.99)

2. Mrs. Nalini Barreto,
daughter of Late Narayan Barreto,
Agriculturalist,
major in age, married,
resident of Odxel,
Taleigao, Goa.



2a. Shri Kashiram Pereira alias Sawant,
Son of late Mahadev Pereira alias Sawant,
aged 48 years, agriculturist, married,
resident of H.No.29, Odxel,
Taleigao, Tiswadi, Goa

3. Miss Dhaklem Narayan Barreto,
daughter of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

3a. Shri Shankar Govind Gaude,
Son of late Shankar Gaude, aged 44 years,
agriculturist, married,
resident of H.No.103,
Birondem, Sattari, Goa.

4. Miss Millan Narayan Barreto,
daughter of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

4a. Shri Mohan Ram Gaude,
son of late Ram Gaude,
aged 40 years, agriculturist,
married, resident of H.No.04 Veling,
Priol, Ponda, Goa and

5. Me. Damodar Narayan Barreto,
Son of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

6. Miss Sheela Narayan Barreto,
daughter of Late Narayan Barreto,
a minor by her next Friend,
Mrs. Leela Barreto,
Agriculturist, resident of Odxel,
Taleigao, Goa.

6a. Shri Vijay R. Kunkolinkar,
son of Raghunath Kunkolinkar,
aged 33 years, married,
agriculturist, resident of H.No.44,
Odxel, Taleigao,
Tiswadi, Goa.

... Plaintiff

Vs

23
f
SUB-REGISTRAR
ILHAS

SUB-REGISTRAR
GOA
WADKAR
GOA
No. 382
Dt.
2024
GOA (INDIA)

1. Pia Sociedade Salesiana de.
S. Joao Bosco, also known as
the Salesiana Society of Don Bosco,
Goa, represented herein by their
Rector Major and its official Representative

~~INTENDENT~~

2. The Administrator (Prefect),
Don Bosco High School,
near Municipal Market,
Panaji Goa.

SUB-REGISTRAR
ILHAS

3. Mr. Armando Gonsalves,
son of Mr. Mathais Gonsalves,
Major, resident of Panaji,
Gonsalves Mansion CAMPAL,
Panaji, Goa.

4. Mr. Sadiq Shekh, Son of Mr. Shaukat Ali,
Major, Resident of Panaji
Gonsalves Mansion CAMPAL,
Panaji Goa.

5. Shi Alverd Cost-e-Moniz,
Advocate major, resident of Mapusa,
St. Peter's Building 2nd Floor,
Room No.3, Opp Mapusa Clinic,
Mapusa, Bardez, Goa.

)
)
) Deleted by the order of the
) Hon'ble Court
)

6. Shri Valmiki Menezes,
Advocate, Major, resident of Panaji,
304, Mangurish 18th Jun Road,
Panaji Goa.

)
) Deleted by the order of the
) Hon'ble Court
)

7. Salesian Society of Saint Jhon Bosco
in Goa also known as the Religious
institution of the Salesians of Don Bosco,
represented by their Superior (Rector),
having his office at Don Bosco High School,
Panaji

... Defendants

checked as original
[Signature]



11523
01/09/10



SUPERINTENDENT

681

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION,
PANAJI

R.C.S.No.544/2000/A

Mrs. Leela Barreto. . .

... Plaintiffs

V/S

Administrator (Prefect Donco
Bosco High School) & ors.

... Defendants

SUB-REGISTRAR
ILHAS

APPLICATION FOR DIRECTION TO REGISTER THE DECREE

MAY IT PLEASE YOUR HONOUR,

The plaintiffs above named most respectfully submits
that this Hon'ble Court is pleased to decree this suit by
decree dated 29-6-2010 based on the consent terms filed by
the parties hereto.

2. The said consent decree is required to be embossed on the
stamp paper of Rs.1,38,754/- and of Rs.5,34,660/- and
forwarded for registration before the Sub-Registrar of Ilhas and
that to register the decree, the plan produced along with the
consent terms is required to be Xeroxed at the size of legal paper.

The plaintiff therefore prayed that :

- the court bailiff may be directed/permited to Xerox the
plan by taking the same out of the court premises.
- Required stamp duty amount may be allowed to be
franked from the approved bank. i.e. Rajasthan Bank,
Panaji Branch.
- the official of this Hon'ble Court may be
authorized/directed to register the said decree before
the Sub-Registrar of Ilhas, at Panaji in favour of the
plaintiffs and in favour of the defendant nos.2 and 3 in
the interest of justice.

Panaji, Goa.

01-9-2010.

Adv. for plaintiffs

V. Shirodker

No dispute to K
along papers
15/12/10

15/12/10

Chloroform
and
water

The undersigned
 Clerk of the Court
 do hereby certify that
 the within and foregoing
 is a true and correct
 copy of the original
 as the same appears
 from the records of
 the Court.
 In testimony whereof
 I have hereunto set
 my hand and the seal
 of the Court at
 the City of New York
 this 18th day of
 May 1946.

SVHT
SUB - 203





RECEIVED
11/12/2000

CHB - M. S. TRAB
11/12/2000

Exbl-A-25

Filed on : 26.12.2000

Decided on : 29.06.2010

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
PANAJI

REG. CIVIL SUIT NO. 544/2000/B(New)
REG. CIVIL SUIT NO.72/97/B

Mrs. Leela Barreto,
Wife of Late Narayan Barreto,
Agriculturist, resident of Odxel,
Taleigao, Goa (Expired) (Deleted 3.8.99)

2. Mrs. Nalini Barreto,
daughter of Late Narayan Barreto,
Agriculturalist,
major in age, married,
resident of Odxel,
Taleigao, Goa.

2a. Shri Kashiram Pereira alias Sawant,
Son of late Mahadev Pereira alias Sawant,
aged 48 years, agriculturist, married,
resident of H.No.29, Odxel,
Taleigao, Tiswadi, Goa

3. Miss Dhaklem Narayan Barreto,
daughter of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

3a. Shri Shankar Govind Gaude,
Son of late Shankar Gaude, aged 44 years,
agriculturist, married,
resident of H.No.103,
Bironдем, Sattari, Goa.



4. Miss Millan Narayan Barreto,
daughter of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

4a. Shri Mohan Ram Gaude,
son of late Ram Gaude,
aged 40 years, agriculturist,
married, resident of H.No.04 Veling,
Priol, Ponda, Goa and

5. Me. Damodar Narayan Barreto,
Son of Late Narayan Barreto,
major in age, unmarried,
Agriculturist, resident of Odxel,
Taleigao, Goa.

6. Miss Sheela Narayan Barreto,
daughter of Late Narayan Barreto,
a minor by her next Friend,
Mrs. Leela Barreto,
Agriculturist, resident of Odxel,
Taleigao, Goa.

7. a. Shri Vijay R. Kunkolinkar,
son of Raghunath Kunkolinkar,
aged 33 years, married,
agriculturist, resident of H.No.44,
Odxel, Taleigao,
Tiswadi, Goa.

... Plaintiff

Vs

1. Pia Sociedade Salesiana de
S. Joao Bosco, also known as
the Salesiana Society of Don Bosco,
Goa, represented herein by their
Rector Major and its official Representative

2. The Administrator (Prefect),
Don Bosco High School,
near Municipal Market,
Panaji Goa.

3. Mr. Armando Gonsalves,
son of Mr. Mathais Gonsalves,
Major, resident of Panaji,
Gonsalves Mansion CAMPAL,
Panaji, Goa.

4. Mr. Sadiq Shekh, Son of Mr. Shaukat Ali,
Major, Resident of Panaji
Gonsalves Mansion CAMPAL,
Panaji Goa.



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CUB - REGISTRAR
ILHAS

5. Shi Alverd Cost-e-Moniz,)
Advocate major, resident of Mapusa,)
St. Peter's Building 2nd Floor,) Deleted by the order of the
Room No.3, Opp Mapusa Clinic,) Hon'ble Court
Mapusa, Bardez, Goa.)

6. Shri Valmiki Menezes,)
Advocate, Major, resident of Panaji,) Deleted by the order of the
304, Mangurish 18th Jun Road,) Hon'ble Court
Panaji Goa.)

7. Salesian Society of Saint Jhon Bosco
in Goa also known as the Religious
institution of the Salesians of Don Bosco,
represented by their Superior (Rector),
having his office at Don Bosco High School,
Panaji ... Defendants

In view of deletion of original deft. no. 5 and 6
by order of this Court Deft. No.7 stands re-numbered to 5.

CONSENT DECREE

This is a suit for Declaration and Annulment of Decrees

No.182/91/A and 83/94/A and for Permanent Injunction filed by above named
plaintiffs against the defendants praying that :-

(a) For a Decree of Declaration, declaring that Fr. Egidio Vigano residing
in casa Generalizia, Rome Italy is a foreign national and not a citizen of India and
that he was not and is not the owner, or occupier or representative or Land Lord
of the said property 'Mato' under the Foreign Exchange Regulation Act, 1973 and
in terms of Gift Deed dated 22.2.1949 and that the Decree dated 29.7.1991 passed
in the Special Civil Suit No.182/91/A by the Hon'ble Civil Judge, Senior Division
at Mapusa whilst being incharge of the Court of the Civil Judge Senior Division
at Panaji and the said Decree dated 20.5.1994 passed in the Special Civil Suit
No.83/94/A by the Hon'ble Civil Judge, Senior Division, at Panaji have been
obtained through fraud, by misrepresentation of facts and/or mistake of facts
and/or without free consent or Consent of the plaintiffs, without jurisdiction and
that the same are null and void.



SUB REGISTRAR
ILHAS

(b) For a Decree of Declaration, declaring that the cheque no.167876 of Mapusa Urban Co-operative Bank Panaji, dated 7.5.1994, issued by Defendants No.3 and / or 4 and incorporated in the said Decree dated 20.5.1994, had been issued fraudulently by Defendants No.3 and /or 4, without having sufficiently Bank Balance in their relevant Bank Account on the date of its issue to honour the same and that the same had been dishonoured by the Mapusa Urban Co-operative Bank Panaji on 9.5.1994 and before the date of passing the said Decree dated 20.5.1994 and that the said compromise terms dated 7.5.1994, the said Consent Decree dated 20.5.1994, the said Consent terms dated 29.7.1991 and the said Consent Decree dated 29.7.1991, have been obtained through fraud, by misrepresentation of facts, and/or mistake of facts, without free Consent or Consent of the plaintiffs to defeat the provision of Goa, Daman and Diu, Agricultural Tenancy Act, 1964 as amended.

© For a Decree of permanent injunction, restraining Defendants 1 to their servants, agents or any one claiming under or through them from, in any manner, alineating, encumbering or transferring the said Agricultural property 'Mato' comprising the said 'Suit Property' and/or the 'Deemed-Purchased Property' in favour of third person (s) by way of Mortgage, exchange, Lease, Gift, assignment and/or in any other manner whatsoever and or inducting any third person(s) in the said property and/or disposing the same in any manner and/or disposing the plaintiffs' of the same in any manner whatsoever, directly or indirectly or interfering with the plaintiffs' possession of the said property or wasting, damaging or proceeding with the construction or development or conversion of any portion of the said agriculture property 'Mato' including the 'Suit property', in any manner whatsoever. The plaintiffs are also entitled to temporary reliefs in terms of the prayer for permanent injunction.

SUB-REGISTRAR
ILHAS

(d) For a Decree of Declaration, declaring that, the Decree dated 20.5.1994 passed in the said Special Civil Suit No.83/94/A and the Decree dated 29.7.1991 passed in the said Special Civil Suit No.1182/91/A, are in contravention to Section 3, 7, 8, 18A, 18K, 58(2) of the Goa Daman and Diu Agricultural Tenancy Act, 1964 as amended and in derogation of the said Judgment dated 9.4.1980 of the Honble Court of the Judicial Commissioner, Panaji Goa and are unlawful, without jurisdiction and null and void.

(e) For a Decree of Declaration, Declaring that Sub-section 3 of Section 3 of the Goa, Daman and Diu Act 1964 as amended is applicable with regard to the Tenancy of the said 'Suit property' and the said 'Deemed-Purchased Property' in terms of Lease Agreement dated 2.1.1969, notwithstanding any other law, custom or usage, or the said Decree or Orders of the Courts dated 29.7.1991 and dated 20.5.1994 or the said consent Terms Agreement dated 29.7.1991 or the said Compromise Terms Agreement dated 7.5.1994 to the contrary.

(f) For a Decree of Declaration, declaring that the purported signature of the plaintiff No.3 i.e. Dhaklem Narayan Barreto, appearing on the Compromise Terms dated 7.5.1994 are not her signature and that the same have been forged by defendants 1 and/or 3 and/or 4 and that the said Decree dated 20.5.1994 and the said Compromise Terms dated 7.5.1994 have been obtained fraudulently and are null and void in relation to the said Plaintiff No.3.

(g) For a Decree of Declaration, declaring that the said Decree dated 29.7.1991 is null and void in relation to the plaintiff no.3

(h) For a Decree of Declaration, declaring that the plaintiff no.4 i.e. Miss Milan Narayan Barreto was major in age and not minor in age on the date of institution of the said Special Civil Suit No.83/94/A or the said Special Civil Suit



No.182/91/A or on the date of passing the said Decree dated 20.5.1994 or Decree dated 29.7.1991 or on the date of Consent Terms dated 29.7.1991 or on the date of said compromise Terms dated 7.5.1994 and that the said Decree dated 20.5.1994, the said Decree dated 29.7.1991, the said Consent Terms dated 29.7.1991 and the said Compromise Terms dated 7.5.1994 obtained against the Plaintiff No.4 as a minor are in violation of Majority Act IX of 1918 and the Indian Contract Act, IX of 1872 and that the same are null and void in relation to her.

(j) For a Decree of Declaration, declaring that the said Suit No. 182/91/A, the said Suit No.83/94/A, the said Consent Terms dated 29.7.1991 and the said Compromise Terms dated 7.5.1994 are null and void in relation to plaintiff no.5.

(k) For a Decree of Declaration, declaring that the said Decrees dated 29.7.1991 and dated 20.5.1994, passed by the Hon'ble Court of the Civil Judge, Senior Division at Panaji are without Jurisdiction and, therefore, null and void.

(l) For a Decree of Declaration, declaring that under Section 58 (2) of said Goa, Daman and Diu Agricultural Tenancy Act 1964, the Hon'ble Court of the Civil Judge, Senior Division at Panaji, Goa did not have jurisdiction to settle, decide or deal with the question of tenancy of the said agricultural land 'Mato' comprising the said 'Suit Property' and the said 'Deemed-Purchased Property' and the same had already been decided by the Learned Mamlatdar, Tiswadi by his order dated 26.2.1975 and upheld by the Hon'ble Court of the Judicial commissioner by its Judgment dated 9.4.1976, under the said Agricultural Tenancy Act 1964 and that the Decree dated 29.7.1991 and dated 20.5.1994, passed by the Hon'ble Court of the Civil Judge, Senior Division at Panaji are without Jurisdiction and, therefore, null and void.

(m) For an order directing the Director of Land Survey Department not to alter the plan of Survey No.234/2 with regard to the said Agricultural Land



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MIRHAS

'Mato' on the basis of the said Decree dated 20.5.1994 or Decree dated 29.7.1991.

(n) For an Order directing the Mamlatdar, Tiswadi, Goa not to delete the names of the said 'Tenant Deemed-Owner' Late Narayan Barreto and of the Plaintiffs from under the 'Other Right' Column of Form I and XIV of the said Agricultural Land 'Mato' and to enter their names under the 'Other Rights' column as tenant, if already deleted or not entered.

(o) For an Order directing the Mamlatdar Tiswadi, Goa for deletion of the names of the Defendants 1, 3 & 4 from under the (Names of the Occupant' Column of the Form I & XIV of the said Agricultural Land 'Mato', if recorded

(p) For a Mandatory Injunction, directing the respondents No.1 to 4 to clear up the area of development or construction and to restore the said portion of the 'Suit Property' to its original condition/from as agricultural land.

(q) For an ex-parte injunction in terms of prayers © and (p) herein above.

(R) For Costs.

(s) For any other relief, which this Hon'ble Court deems fit in the circumstances of the case.

This suit coming on this day for final disposal before Shri P.M.Shinde, Civil Judge Senior Divn., Panaji in the presence of advocate Shri V. Shirodkar for the plaintiffs, advocate Shri A. P. Furtado for the defendants No.1 & 7 and defts. no.1,2,3,4 & 7 present in person, it is ordered that :-

All parties herein alongwith their counsel present. Consent Terms herein are signed by all parties herein. By these consent Terms matter stands wholly settled amongst the parties u/o 23 rule 3 CPC. Thus, consent Decree be drawn up in terms of consent terms only. No order as to cost.. Consent terms are as follows:-

ADKAR
GOA
1982
(INDIA)

CONSENT TERMS

1. The Plaintiffs admit and acknowledge that the present consent terms are read over and explained to them in Konkani language by their Advocate on record and who have signed this consent terms along with all the parties hereto and they the Plaintiffs have understood each and every content of this consent terms and the same has been drafted as per their say and with their consent and has their completed approval and as a token of their acceptance of the consent terms have impressed their thumb impression/put their signatures on these consent terms.

2. The Plaintiffs admit and agree that Plaintiff no.2, 3, 4, 5 and 6 are the only legal heirs of late Narayan Barretto and late Leela Barretto and that the Plaintiff no. 2a, 3a, 4a and 6a are their respective spouses who are parties to the above suit have also signed this consent terms and that there are no other persons who may have a preferential rights over them in the succession to the said deceased persons or who would concur with them to the estate let by the said deceased persons similarly Ms. Sadia Sheikh, wife of Mr. Sadiq Sheikh is also added herein as party. The Plaintiffs nos.2,3,4 and 6 and their aforesaid respective spouses are represented by Plaintiff no.5 by virtue of General Power of attorney dated 31st October 2009 executed before Notary Meera Medhekar of Panaji under regd. No 242/2009

3. The Plaintiffs admit and agree that the suit property "Mato", situated at Odel, Taleigao, Goa surveyed under no.234/2 of village Taleigao-Goa was gifted by Fr. Jose Martins alias Fr. Jose Francisco do Rosario Lourdes do Assuncao Martins to the defendant no.5 by a Deed of Gift dated 22nd February '49 executed before the Notary Public Santa Rita Colaco at Panaji and recorded in his Book No. 401 at pages 84 reverse onwards, in consideration of the services rendered by defendant no.5 to the religious institution, namely Archdiocese of Goa and Diu and since then till date defendant no.5 is the Owner of the suit property and has always been in continuous physical, uninterrupted possession of the suit property without any interference from any other person.

4. The Plaintiffs further admit and agree that the suit property is not an agricultural property and the suit property was never leased out to late Narayan Barretto and/or the present Plaintiffs and/or by other person and/or that late Narayan Barretto was not a tenant and/or deemed-Owner of the suit property

~~CONFIDENTIAL~~

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INDIA

under the Goa, Daman and Diu Agricultural Tenancy Act 1964 and neither the present Plaintiffs are tenants of the suit property nor are they deemed- Owners of the suit property under the Goa, Daman and Diu Agricultural Tenancy Act 1964 and/or that late Narayan Barretto nor the present Plaintiffs cultivated the suit property at any time and/or that late Narayan Barretto or the present Plaintiffs were never in possession of the suit property at any time. The Plaintiffs further admit and agree that the lease agreement dated 2/1/1969 is hereby declared null and void ab-initio for all legal purpose with immediate effect.

5. The Plaintiffs further admit and agree that late Narayan Barretto had been given only a licence to pluck cashew, apples and cashew nuts from the cashew trees existing in the suit property, by the priest of Don Bosco High School, strictly without authorization or consent from the defendant no.5, which licence the defendant no.1 also terminated, cancelled, revoked, and the same is declared null and void ab-initio for all legal purpose with immediate effect.

6. The Plaintiffs further admit and agree that the decree dated 29th July 1991 passed in Special Civil Suit no.182/91/A by the Court of the Civil Judge, Senior Division, Panaji and decree dated 20th May 1994 passed in Special Civil Suit no.83/94/A by the Court of the Civil Judge, Senior Division, Panaji (registered under no.342 at pages 104 to 142 of Book 1 Vol.394 dated 2/3/95 in the office of the Sub- Registrar, Ilhas at Panaji) has not been obtained to defeat the provisions of the Goa, Daman and Diu Agricultural Tenancy Act 1964 and/or by fraud and/or by misrepresentation of facts and/or by mistake of facts and/or without free consent and threats and/or coercion and/or to deprive the Plaintiffs of any of their legitimate and legal rights including the "Suit Property" under the said Tenancy Act 1964 and that the same is signed by all the parties therein truthfully in acceptance of the terms mentioned therein and hence the same is declared as subsisting, legal and binding on the parties mentioned therein for all legal purpose.

7. The Plaintiffs further admit and agree that the order dated 26.2.1975 passed in Case no. CAJ/ARC/PRC/27/71 by the Mamlatdar, Tiswadi Taluka allowing the application dated 22.12.1972 of the late Narayan Barretto is not binding on the defendant no.5 who was not a party to the said proceedings and the said order is hereby set-aside and declared null and void for want of notice to the defendant no.5. Neither late Narayan Barretto nor the present Plaintiffs cultivated the suit

SUB-REGISTRAR
ILHAS



property at any time and that late Narayan Barretto or the present Plaintiffs were never in possession of the suit property at any time.

8. The Plaintiffs further admit and agree that if any statement / consent terms are found to be in conflict/ contradiction with each other / this consent terms, then the consent terms herein read with the decree dated 29th July 1991 passed in Special Civil Suit no. 182/91/A by the Court of the Civil Judge, Senior Division, Panaji and decree dated 20th May 1994 passed in Special Civil Suit no. 83/94/A by the Court of the Civil Judge, Senior Division, Panaji shall be read harmoniously to bring out the true meaning thereof.

9. The Plaintiffs further agrees and admit that in pursuance of the above agreement and in consideration of the defendant no.2 and 3 having agreed to pay to the Plaintiffs the sum of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only) as stated herein below as a one time compensation to them irrespective of whatever may have been paid to the Plaintiffs before and in consideration of the defendant no.5 having agreed to allot to the Plaintiffs a plot of land admeasuring 4,081 sq.mts, which plot of land is delineated in red colour boundaries on the plan annexed hereto and marked under alphabet CDEFGHI on the said plan, and accordingly hand over possession of the said plot to them, the Plaintiffs hereby withdraw the above suit and settle all issues between the parties herein amicably and thereby shorten the litigation between them and also thereby put an end to all litigation in respect of the suit property which they hereby do and the rights of the Plaintiffs shall stand restricted to the said plot of land admeasuring 4,081 sq.mts only hereby allotted to them.

- a) To the Plaintiff no.2 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114269, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- b) To the Plaintiff no.3 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114270, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- c) To the Plaintiff no.4 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114266, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- d) To the Plaintiff no.5 - Rs. 65,00,000/- (Rupees Five lakhs) in the following manner: a) A sum of Rs.42,50,000/- (Rupees Forty Two Lakhs Fifty Thousand Only) vide Demand Draft bearing no. 003667, dated



23/06/2010, drawn on Bank of India, Panaji, Goa, b) A sum of Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) vide Demand Draft bearing no. 308083, dated 23/06/2010, drawn on Saraswat Bank, Panaji, Goa and c) A sum of Rs.15,00,000/- (Rupees Fifteen Lakh Only) vide Demand Draft bearing no. 114271, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.

e) To the Plaintiff no.6 - Rs. 5,00,000/- (Rupees Five lakhs Only), vide Demand Draft bearing no. 114268, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.

10. The Plot no.7 admeasuring 440 sq.mts allotted to the Plaintiff no.2 and the Plot no. 8 admeasuring 560 allotted to the Plaintiff no.3 in the consent decree dated 20th May1994 in Special Civil Suit no.83/94/A by defendant no.2 and 3 hereby stand confirmed in favour of defendant no.2 and 3 in terms of Deeds of Sale both dated 1st November, 1994 and the defendant 1, 4 and 5 hereby relinquish, surrender, their right, and title to the said plot no.7 and 8 in favour of the defendant nos. 2 and 3

11. The Plaintiffs agree and admit that the responsibility of encashment of the above demand drafts is the responsibility of the Plaintiffs and the responsibility of the defendants ends with the handing over the said demand drafts to the Plaintiffs. It is agreed by the Plaintiffs that whether or not the Plaintiffs deposit the said demand drafts in their bank account this consent terms shall have full effect and non-deposit of the said demand drafts in their bank account shall not nullify these consent terms.

12. The Plaintiffs and defendants further admit and agree that the allotment of Plot marked by alphabets ABCD delineated in blue outline on the plan annexed and admeasuring 17,822 sq.mts to the defendant no.2 and 3 is hereby maintained as per the Decree dated 20/05/1994 passed in Special Civil Suit No. 83/94/A, inclusive of the area of Plot No 7 and 8 referred to Clause 10 above and the Plot marked by alphabets CDEFGHI and admeasuring 4,081 sq. mts is hereby allotted to the Plaintiffs.

13. The Plaintiffs further admit and agree that the Deputy Collector, and Sub Divisional Officer, Panaji Mamlatdar for Record of Rights, Panaji and/or the Talathi of Mutation in charge of village Taleigao be and is hereby directed to

carry out necessary changes in the record of rights (Form I & XIV) of survey no.234/2 of village Taleigao by mutating, sub dividing and partitioning the said plot as per the plan annexed to this consent terms and to partition the present survey no. 234/2 of Village Taleigao Village by allotting appropriate new survey numbers to the Plots within area marked as ABCD admeasuring 17,822 sq.mts (as per plan annexed) with independent possession/ownership of the partitioned plots by Defendant No. 2 and 3 as per allotment in Decree dated 20/05/1994 passed in Special Civil Suit No. 83/94/A including undivided area admeasuring 4846 square meters located on the northern side of Plot ABCD and new survey no.234/2-B to the Plot marked CDEFGHI admeasuring 4,081 sq.mts and retaining the old survey no.234/2 for the remainder part of the said survey number as per the plan annexed to this consent terms and accordingly to delete the name of defendant nos.1, 4 and 5 from the Plot marked ABCD and admeasuring 17,822 sq.mts hereby allotted to the defendants No. 2 and 3 and from the Plot marked CDEFGHI and admeasuring 4,081 sq.mts hereby allotted to the Plaintiffs and similarly to delete the names of the defendant no.2 and 3 from the record of rights in respect of the entire remainder property surveyed under no.234/2 of village Taleigao and to retain only the name of the defendant no.5 therein as its occupant.

14. The Plaintiffs admit and agree that all their claims stand settled by this consent terms as also by the decree dated 29th July 1991 passed in Special Civil Suit no.182/91/A by the Court of the Civil Judge, Senior Division, Panaji and decree dated 20th May 1994 passed in Special Civil Suit no.83/94/A by the Court of the Civil Judge, Senior Division, Panaji and the Plaintiffs nos. 2 to 6 shall have no further claims against the defendants in respect of the suit property and further the dispute of the Plaintiffs over the non-payment of moneys in terms of the aforesaid decrees are now settled by these consent terms and the Plaintiffs shall have no further claims of whatsoever nature against these defendants.

15. It is hereby agreed by and between the parties that only the defendant nos.2, 3 and 5 are exclusively entitled to the use of 10.00 mts wide road on the western side of the Plot ABCD as more better shown in green colour boundaries on the plan annexed hereto as an access to the said Plot ABCD and the defendant no.1 and 4 shall not be entitled to block the same or close the same and agree that the same shall always remain open as an exclusive access road for the Plot ABCD. However FAR in respect of the area of the said road shall vest solely with

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SUB-REGISTRAR
ILHAS

Defendant no.2 & 3 who shall be entitled to the use of the same and the Plaintiff's as well as the other Defendants give their express consent for the same.

16. Similarly it is hereby agreed by and between the parties that the Plaintiffs are entitled to the 08.00 mts wide road on the western side of Plot CDEFGHI as more better shown in orange colour boundaries on the plan annexed hereto as an access to the said Plot CDEFGHI and the defendant shall not be entitled to block the same or close the same and agree that the same shall always remain open as an access road for the Plot CDEFGHI.

17. Each party to bear its own costs.

18. Any party hereto shall be entitled to register the decree passed on this consent terms in the office of the Sub-registrar, Ilhas at Panaji in terms of the Registration Act in force

19. All expenses towards stamp duty and registration fees are and shall be borne solely by the defendant nos.2 and 3.

20. The annexed plan shall form part of this consent terms.

Panaji-Goa



P.M. Shinde
(P.M. Shinde)
Civil Judge Senior Div., Panaji

Prepared by:-

Examined and found to be correct

(Head Clerk)

Adv. for the plaintiffs.

Ami P. Bhatnagar
Adv. for the defendants
5 & 6

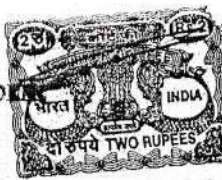
Defts.No. 1,2,3,4 & 6

Adv. for Def no 4



Ex-24

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29/06/11



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SUB-REGISTRAR
ALHAS

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION
AT PANAJI GOA

Regular Civil Suit no.544/2000/B (new)

(Old Reg. Civil Suit no.72/97/B (old))

- 1) Mrs. Leela Narayan Barreto (deceased)
- 2) Mrs. Nalini Narayan Barreto,
Major, daughter of late Narayan Barreto
And late Leela Barreto
Married, and her Husband
- 2a) Shri kashiram M. Sawant,
Both r/o odxel, Taleigao Tiswadi Goa.
- 3) Mrs. Dacle Narayan Barreto,
Major of age, daughter of late Narayan Barretto
And late Leela Barreto
Married, and her Husband,
- 3a) Shri Xencora Govinda Gauda
Resident of Gudali Valpoi Sattari Goa
- 4) Mrs. Milan Narayan Barreto,
Major, daughter of later Narayan Barretto,
And late Leela Barretto,
Married, and her husband
- 4a) Shri Mohan Rama Gauda,
Resident of mardol Ponda Goa.
- 5) Mr. Sandeep Barretto alias Damodar Narayan Barretto
Major, son of late Narayan Barretto
And late Leela Barretto Bachelor
Resident of Odxel, Taleigao-Goa
- 6) Miss Shaila Narayan Barretto
Major, ~~daughter~~, daughter of late Narayan Barretto
And late Leela Barretto and her husband
- 6 a) Shri Vijay Ragunath Kunkolinkar
Resident of Odxel, Taleigao-Goa

.....Plaintiffs

Versus

1. The Administrator (Prefect)

Shri Nalini
K. S. W. S. 21/06/11

milan

Shaila

M. R. G. K. S.

Shaila

SUB-REGISTRAR
ILHAS

Don Bosco High School
Near Municipal Market, Panaji-Goa

2. Mr. Armando Gonsalves,
Major, son of late Mr. Mathias Gonsalves
Resident of Gonsalves Mansion,
Campal, Panaji, Goa
3. Mr. Sadiq Sheikh,
Major, son of Shaukat Sheikh,
4. Salesian Society of St. John Bosco
represented herein by its Superior Rector
having its office at Panaji-Goa
5. Pia Sociedade Salesiana de S. Joao Bosco,
also known as the Salesian Society of Don Bosco,
a Society duly recognized under the
provisions of the Concordata,
by virtue of the Notification No. 1451148
Society being represented in this
Act by Fr. Ian Figueredo

.....Defendants

CONSENT TERMS

MAY IT PLEASE YOUR HONOUR

The Plaintiffs and Defendants hereby state and submit as under:

That they have amicably settled all the issues in the above suit on
the following consent terms.

1. The Plaintiffs admit and acknowledge that the present
consent terms are read over and explained to them in Konkani
language by their Advocate on record and who have signed this
consent terms along with all the parties hereto and they the
Plaintiffs have understood each and every content of this consent

Handwritten signatures and names:
Nalini, Milan, M Resquite, K. Mascarenhas, etc.

Handwritten signatures and names:
Desh, Shri, etc.

REGISTRAR
ILHAS

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WADKAR
GOA
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Hunt
Mascarenhas
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MR. ROBERT

Signature: _____

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Rayan Barreto
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8. The Plaintiffs further admit and agree that if any statement / consent terms are found to be in conflict/ contradiction with each other / this consent terms, then the consent terms herein read with the decree dated 29th July 1991 passed in Special Civil Suit no. 182/91/A by the Court of the Civil Judge, Senior Division, Panaji and decree dated 20th May 1994 passed in Special Civil Suit no. 83/94/A by the Court of the Civil Judge, Senior Division, Panaji shall be read harmoniously to bring out the true meaning thereof.

9. The Plaintiffs further agree and admit that in pursuance of the above agreement and in consideration of the defendant no.2 and 3 having agreed to pay to the Plaintiffs the sum of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only) as stated herein below as a one time compensation to them irrespective of whatever may have been paid to the Plaintiffs before and in consideration of the defendant no.5 having agreed to allot to the Plaintiffs a plot of land admeasuring 4,081 sq.mts, which plot of land is delineated in red colour boundaries on the plan annexed hereto and marked under alphabet CDEFGHI on the said plan, and accordingly hand over possession of the said plot to them, the Plaintiffs hereby withdraw the above suit and settle all issues between the parties herein amicably and thereby shorten the litigation between them and also thereby put an end to all litigation in respect of the suit property which they hereby do and the rights of the Plaintiffs shall stand restricted to the said plot of land admeasuring 4,081 sq.mts only hereby allotted to them.

- a) To the Plaintiff no.2 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114269, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- b) To the Plaintiff no.3 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114270, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- c) To the Plaintiff no.4 & her spouse - Rs. 5,00,000/- (Rupees Five lakhs) vide Demand Draft bearing no. 114266, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- d) To the Plaintiff no.5 - Rs. 65,00,000/- (Rupees Sixty Five lakhs) in the following manner: a) A sum of Rs.42,50,000/- (Rupees Forty Two Lakhs Fifty Thousand Only) vide Demand Draft bearing no. 003667, dated 23/06/2010, drawn on Bank of India, Panaji, Goa, b) A sum of Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) vide Demand Draft bearing no.

[Handwritten signatures and names]

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e. *B. a.* *W.*

- 308083, dated 23/06/2010, drawn on Saraswat Bank, Panaji, Goa and c) A sum of Rs.15,00,000/- (Rupees Fifteen Lakh Only) vide Demand Draft bearing no. 114271, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.
- e) To the Plaintiff no.6 - Rs. 5,00,000/- (Rupees Five lakhs Only), vide Demand Draft bearing no. 114268, dated 24/06/2010, drawn on Corporation Bank, Panaji, Goa.

10. The Plot no.7 admeasuring 440 sq.mts allotted to the Plaintiff no.2 and the Plot no. 8 admeasuring 560 allotted to the Plaintiff no.3 in the consent decree dated 20th May 1994 in Special Civil Suit no.83/94/A by defendant no.2 and 3 hereby stand confirmed in favour of defendant no.2 and 3 in terms of Deeds of Sale both dated 1st November, 1994 and the defendant 1, 4 and 5 hereby relinquish, surrender, their right, and title to the said plot no.7 and 8 in favour of the defendant nos. 2 and 3

11. The Plaintiffs agree and admit that the responsibility of encashment of the above demand drafts is the responsibility of the Plaintiffs and the responsibility of the defendants ends with the handing over the said demand drafts to the Plaintiffs. It is agreed by the Plaintiffs that whether or not the Plaintiffs deposit the said demand drafts in their bank account this consent terms shall have full effect and non-deposit of the said demand drafts in their bank account shall not nullify these consent terms.

12. The Plaintiffs and defendants further admit and agree that the allotment of Plot marked by alphabets ABCD delineated in blue outline on the plan annexed and admeasuring 17,822 sq.mts to the defendant no.2 and 3 is hereby maintained as per the Decree dated 20/05/1994 passed in Special Civil Suit No. 83/94/A, inclusive of the area of Plot No 7 and 8 referred to Clause 10 above and the Plot marked by alphabets CDEFGHI and admeasuring 4,081 sq. mts is hereby allotted to the Plaintiffs.

13. The Plaintiffs further admit and agree that the Deputy Collector, and Sub Divisional Officer, Panaji Mamlatdar for Record of Rights, Panaji and/or the Talathi of Mutation in charge of village Taleigao be and is hereby directed to carry out necessary changes in the record of rights (Form I & XIV) of survey no.234/2 of village

Narini
Milan
MR Gaud
K. Mascarenhas

Duly

Deals
Shirley

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Taleigao by mutating, sub dividing and partitioning the said plot as per the plan annexed to this consent terms and to partition the present survey no. 234/2 of Village Taleigao Village by allotting appropriate new survey numbers to the Plot within area marked as ABCD admeasuring 17,822 sq.mts (as per plan annexed) with independent possession/ownership of the partitioned plots by Defendant No. 2 and 3 as per allotment in Decree dated 20/05/1994 passed in Special Civil Suit No. 83/94/A including undivided area admeasuring 4846 square meters located on the northern side of Plot ABCD and new survey no.234/2-B to the Plot marked CDEFGHI admeasuring 4,081 sq.mts and retaining the old survey no.234/2 for the remainder part of the said survey number as per the plan annexed to this consent terms and accordingly to delete the name of defendant nos.1, 4 and 5 from the Plot marked ABCD and admeasuring 17,822 sq.mts hereby allotted to the defendants No. 2 and 3 and from the Plot marked CDEFGHI and admeasuring 4,081 sq.mts hereby allotted to the Plaintiffs and similarly to delete the names of the defendant no.2 and 3 from the record of rights in respect of the entire remainder property surveyed under no.234/2 of village Taleigao and to retain only the name of the defendant no.5 therein as its occupant.

14. The Plaintiffs admit and agree that all their claims stand settled by this consent terms as also by the decree dated 29th July 1991 passed in Special Civil Suit no.182/91/A by the Court of the Civil Judge, Senior Division, Panaji and decree dated 20th May 1994 passed in Special Civil Suit no.83/94/A by the Court of the Civil Judge, Senior Division, Panaji and the Plaintiffs nos. 2 to 6 shall have no further claims against the defendants in respect of the suit property and further the dispute of the Plaintiffs over the non-payment of moneys in terms of the aforesaid decrees are now settled by these consent terms and the Plaintiffs shall have no further claims of whatsoever nature against these defendants.

15. It is hereby agreed by and between the parties that only the defendant nos.2, 3 and 5 are exclusively entitled to the use of 10.00 mts wide road on the western side of the Plot ABCD as more better shown in green colour boundaries on the plan annexed hereto as an access to the said Plot ABCD and the defendant no.1 and 4 shall not be entitled to block the same or close the same and agree that the same shall always remain open as an exclusive access road for the Plot ABCD. However FAR in respect of the area of the said road shall vest solely with Defendant no.2 & 3 who shall

Nalini
HABAS
MILAN
M R Gaud
Shaila

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ILHAS

be entitled to the use of the same and the Plaintiff's as well as the other Defendants give their express consent for the same.

16. Similarly it is hereby agreed by and between the parties that the Plaintiffs are entitled to the 08.00 mts wide road on the western side of Plot CDEFGHI as more better shown in orange colour boundaries on the plan annexed hereto as an access to the said Plot CDEFGHI and the defendant shall not be entitled to block the same or close the same and agree that the same shall always remain open as an access road for the Plot CDEFGHI.

17. Each party to bear its own costs.

18. Any party hereto shall be entitled to register the decree passed on this consent terms in the office of the Sub-registrar, Ilhas at Panaji in terms of the Registration Act in force

19. All expenses towards stamp duty and registration fees are and shall be borne solely by the defendant nos.2 and 3.

20. The annexed plan shall form part of this consent terms.

Manu N Barreto

Panaji-Goa

Plaintiffs no.2

25/06/2010

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Plaintiffs no. 2a.

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Plaintiff no.3

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J. N. S. S. S.

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Plaintiff No. 3a,

Milann Barreto
Plaintiff no.4

M R Grande
Plaintiffs no. 4a,

Duff
Plaintiff no.5

Snider.
Plaintiff no.6

Wk
Plaintiffs no. 6a

[Signature]
Adv. For Plaintiffs

J. W. [Signature]
Defendant no.1

Dowler
Defendant no.2



Defendant no.3

SUB-REGISTRAR
ILHAS

Defendant no.4

Defendant no.5

Adv. For Defendant no. 5

Adv for Defendant no 4

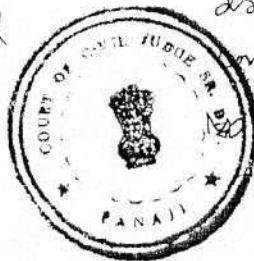
Amir Limbuntad
Lg. J. J.

All parties herein
along with their Counsel
present.

'Consent Terms' herein are
signed by all parties herein.

By these Consent Terms matters
stands wholly settled amongst
the parties; 40.23 rule 3, CPC

Thus, Consent Decree be
drawn up in terms of
Consent terms only.
Order as to cost.



Panaji

29.6.2010

By Sp. J. Panaji



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Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa



Print Date & Time : 02-02-2011 12:43:11 PM

Document Serial Number : 266

Presented at 10:19:00 AM on 02-02-2011 in the office of the Sub-Registrar(Ilhas/Tiswadi) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	673360.00
2	Processing Fees	320.00
	Total :	673680.00

Stamp Duty Required: 538688.00

Stamp Duty Paid: 673420.00

Shobana Ajgaonkar presenter

Name	Photo	Thumb Impression	Signature
Shobana Ajgaonkar, W/o Anand T. Ajgaonkar , Married, Indian, age 50 Years, Service, r/o Bambordem, Moira, Bardez, Goa Rep./Head Clerk of the Court of Civil Judge Senior Division at Panaji, Goa			

Endorsements

Executant

T. Shobana Ajgaonkar, W/o Anand T. Ajgaonkar, Married, Indian, age 50 Years, Service, r/o Bambordem, Moira, Bardez, Goa Rep./Head Clerk of the Court of Civil Judge Senior Division at Panaji, Goa

Photo	Thumb Impression	Signature

Notarification



SUB-REGISTRAR
LEAS

Witness Details	Signature
Adv. Vasudev A. Shirodkar , S/o Atmaram Shirodkar, Married, Indian, age 42 Years, Advocate, r/o Aivao, Dona Paula, Goa	

Sub-Registrar

SUB-REGISTRAR



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SUB-REGISTRAR
ILHAS

Book-1 Document
Registration Number PNJ-BK1-00264-2011
CD Number PNJD6 on
Date 02-02-2011

Sub-Registrar (Ilhas/Tiswadi)

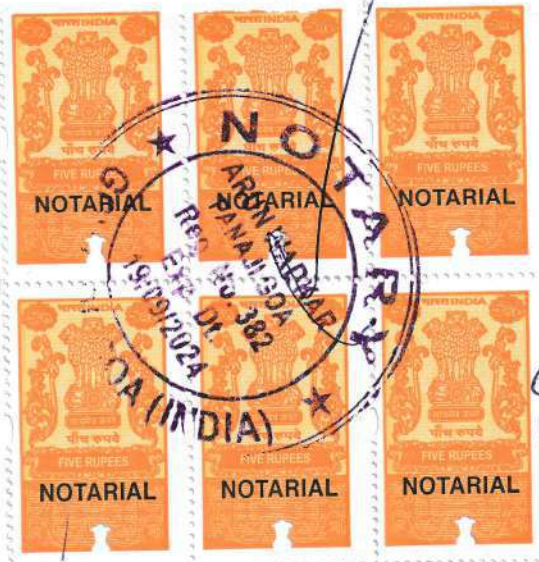
SUB-REGISTRAR
ILHAS

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TRUE XEROX


ARUN WADKAR
NOTARY AT TISWADI TALUKA
STATE OF GOA-INDIA
REG. No. 382/14
DATED 19/9/2014
REG. No. 8583
DATED 19/4/2024

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