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This suit is coming before Aarti Kulkarni, 16th Jt. Civil Judge, Jr. Dn., Aurangabad for compromise between the parties in the presence of Shri.Adv.P.N.Sonpethkar for the plaintiff and Shri.Adv.Y.R. Dharasurkar for defendant no. 1 to 3 , Shri. Adv. N.D. Sevekar for defendant no. 4 and Shri.Adv. Prashant Takalkar for defendant no.5, 6 on 17.03.2012 ,

Mukhtar Begum V/s. Alka Co-op Housing Society (Proposed) & others.

COMPROMISE DEED

The plaintiff and the respondent do hereby agree to obtain consent decree by this Hon'ble court and to end the litigation between them amicably on the terms and conditions as under :-

1. That the plaintiffs had filed the above suit against 'Alka Co-Operative Housing Society (Proposed)', and three persons which include its then chief promoter.
2. That , the then chief promoter's resignation is on record vide exh.100 , and new chief promoter Dr. Giridhar Karajgaonkar has informed this Hon'ble Court about his appointment / election as a Chief Promoter vide Exh.-152 , who then sold the suit land/proposed Society's Land to Mr. Dole and Mr. Chandak in the year 2011 .
3. The plaintiff and the respondents have decided to amicably settle the dispute between them and the respondent on the following terms.

Now it is agreed between the parties as under :-

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1. The defendant, namely M/s. Laxmi Nrusimva Constructions through its Proprietor, Shree. Dole, on behalf of himself and Shree. Chandak, and the proposed alka co-operative society (the Defendant No.1 in the above suit, shall pay the plaintiffs an amount of rs. 8,00,00,000/- (Rs.Eight Crore Only) towards the full and final settlement of the dispute between them as mentioned in foregoing paragraphs below. Out of the above mentioned amount, an amount of Rs. 1,50,00,000/- (One Crore Fifty Lakhs) is already been apid by the Defendant M/s. Laxmi Nrusimva Construction (Herein after referred to as " Mr.Dole ") through Shree. Dole, to the plaintiffs, vide five Demand Drafts / Bankers Cheque bearing Nos. 863675, 863677, 863678, 863679 and 863680, in the name of all the plaintiffs respectively according to their wish (The receipt of which is admitted by all the plaintiffs). The schedule for the demand drafts already given is as under :-

Sr.No	Plaintiff's Name	Demand Draft/ Banker's Cheque No.	Date	Amount
1	Mukhtar Begum Wd/o. Fazal Ahmed Khan	863680	---/03/2012	30,00,000/-
2	Faruq Ahmed Khan S/o. Fazal Ahmed Khan	863675	---/03/2012	30,00,000/-
3	Tareq Ahmed Khan S/o. Fazal Ahmed Khan	863677	---/03/2012	30,00,000/-
4	Amer Ahmed Khan S/o. Fazal Ahmed Khan	863678	---/03/2012	30,00,000/-
5	Reshma Khanam @ Gazal Khanam D/o. Fazal Ahmed Khan	863679	---/03/2012	30,00,000/-

The remaining amount of Rs. 6,50,00,000/- (Rs. Six Crore and

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Fifty Lakhs) is being paid by Shree. Dole, to the plaintiffs vide five demand draft of Rs. 1,30,00,000/- each in the name of each plaintiff on today as follows :-

Sr. No.	Plaintiff's Name	Demand Draft/Banker's Cheque No.	Date	Amount
1	Mukhtar Begum Wd/o. Fazal Ahmed Khan	33582	17.03.2012	1,30,00,000/-
2	Farruq Ahmed Khan S/o. Fazal Ahmed Khan	33583	17.03.2012	1,30,00,000/-
3	Tareq Ahmed Khan S/o. Fazal Ahmed Khan	33584	17.03.2012	1,30,00,000/-
4	Amer Ahmed Khan S/o. Fazal Ahmed Khan	33585	17.03.2012	1,30,00,000/-
5	Reshma Khanam @ Gazal Khanam D/o. Fazal Ahmed Khan	33581	17.03.2012	1,30,00,000/-

- The plaintiffs hereby abandon their claim in favour of the defendants Namely M/s. Laxmi Nrusimva Construction and Shree Chandak . Plaintiffs also acknowledge Dr. Karajgaonkar to be the chief promoter of the Defendant Society (Defendant No. 1) and give their consent to the sale deed between the defendant society and M/s. Laxmi This suit is coming before Aarti Kulkarni, 16th Jr. Civil Judge, Jr. Dn., Aurangabad for compromise between the parties in the presence of Shri.Adv.P.N.Sonpethkar for the plaintiff and Shri.Adv.Y.R. Dharasurkar for defendant no. 1 to 3 , Shri. Adv. N.D. Sevekar for defendant no. 4 and Shri.Adv. Prashant Takalkar for defendant no.5, 6 on 17.03.2012 and this court ordered that,
- Nrusimva Constructions and Shree Chandak bearing daybook entry No. 2828/2011 dtd. 27.07.2011.

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The plaintiffs undertake to withdraw all the suit , proceedings , complaint , appeal , notices and allegation made there in and filed by the plaintiffs , against the defendants and Dr. Karajgaonkar, which are pending before various authorities and withdraw all allegation made therein respect of the transaction of the property mentioned in sale-deed immediately. The plaintiff further acknowledges Shree. Dole and Shree. Chandak to be the absolute owner and possessor of the suit land/defendant Society's land, purchased by them vide sale deed date 27.07.2011 and acknowledge the same to be valid one.

4. That the Plaintiffs and Plaintiff's past and present General Power of Attorney holders declare that they have not created any other right , charge over the suit property which is mentioned in sale-deed bearing No. 2828/2011 executed by Dr. G.M. Karajgaonkar in favour of Mr. Dole and Mr. Chandak by any other direct or indirect mode. Further , the Plaintiffs undertake the responsibility of action of the past General Power of Attorney of the plaintiff namely Mr. Abrar Ahmed.
5. That , the present plaintiffs undertake that they will not raised any dispute , objection against the property mentioned in above sale deed through their legal heirs, agents directly or indirectly in future.
6. The present plaintiffs agreed that the property mentioned in sale deed is legally owned and possessed by Mr. Dole and Mr. Chandak and if any dispute arises in future through the legal heirs of plaintiffs , or any one on behalf of them or any act of the plaintiffs in that circumstances , the plaintiffs will be responsible to rectify the same .

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7. The decree which may be passed by the Hon'ble Court on the basis of this compromise petition is binding upon the all parties including the plaintiffs and their legal heirs. The plaintiffs are also withdrawing the suit against respondent No. 2, 3, 4 and 5. However, one of these respondents was Mr. Gawali who unfortunately died during the pendency of the suit. The plaintiffs acknowledge Dr. Karajgaonkar to be his legal heir, who ought to have been brought on record by the plaintiffs. The plaintiffs also withdraw the suit against Dr. Karajgaonkar as a legal heir of Mr. Madan Pandharinath Gawali (Def. No. 4)

8. Plaintiffs shall be responsible to distribute the amounts so received by them from Shree. Dole, amongst the legal heirs of Late Fazal Ahmed Khan as per the succession law applicable to them.

9. The defendants namely Shri. Dole and Shree. Chandak shall also withdraw all the cases against the plaintiffs, if any. The above amount of Eight Crores is paid to the plaintiffs towards full and final settlement of dispute between the parties in respect of suit land/society's land. Parties to compromise will not lay any claim against each others in respect of suit property in future. The compromising defendants will not claim refund of above amount on any court from the plaintiffs.

10. The Parties herein request this Hon'ble court to decree the suit by way of recording the compromise and drawing the compromise decree on the terms mentioned above.

11. The plaintiffs requests this Hon'ble court to permit them to withdraw the suit against Defendant No. 2, 3 and 5, further

withdraw the suit against the Legal representative of defendant No. 4 since, the defendant No. 4 is dead. Accordingly request this Hon'ble court to treat the suit as withdrawn against the Defendant No. 2, 3 and 4 (since dead, against his Legal Representatives) and Defendant No. 5 .

Plaintiffs :-

1. Mukhtar Begum Wd/o. Fazal Ahmed Khan ,
Age 62 Yrs. Occu. Household ,
R/o. Nawabpura , Aurangabad.
2. Farruq Ahmed Khan S/o. Fazal Ahmed Khan ,
Age 36 Yrs., Occu. Business , R/o. Nawabpura , Aurangabad.
3. Tareq Ahmed Khan S/o. Fazal Ahmed Khan ,
Age 33 Yrs. , Occu. Business , R/o. Nawabpura , Aurangabad.
4. Amer Ahmed Khan S/o. Fazal Ahmed Khan ,
Age 31 Yrs., Occu. Business , R/o. Nawabpura , Aurangabad.
5. Reshma Khanam @ Gazal Khanam D/o. Fazal Ahmed Khan ,
Age 28 Yrs., Occu. Household , R/o. Nawabpura , Aurangabad.
6. Basharat Khan S/o. Sadat Khan ,
Age 55 Yrs., Occu. Business , R/o. Aurangabad.
(G.P.A. of plaintiff No. 1)

Respondents/Defendants :-

1. Alka Co-operative Housing Society ,
Through its Chief Promoter ,
Dr. Giridhar S/o. Madanrao Karajgaonkar (Gawali) ,
2. M/s. Laxmi Nrusinha Constructions ,
Through its Proprietor
Mr. Rajesh S/o. Bhuburao Dole ,. for himself ,
and on behalf of Shree. Chandak .



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