

**MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL  
APPEAL NO. AT005000000011035**

M/s. Karnik Developer Pvt. Ltd.. ... Appellant/s.

Vs.

1) Mrs. Joan Alcino Dsouza,

2) Mr. Alcino A. Dsouza.

... Respondents.

**CORAM : SUMANT M. KOLHE, Member (J.)**

**DATE : MARCH 22, 2019.**

**Appeal Under Section 44 of RERA ACT 2016.**

Appellant and Respondents are present before me. Ld. advocate for the Appellant is also present before me. Both parties admit their signatures on the Consent Terms. The contents of Consent Terms are read over to both the parties. They admit the contents of Consent Terms as true and correct. So, I read and record the Consent Terms as both the parties have amicably settled the dispute. So, I pass the following order;

**ORDER:**

- A) Compromise Pursis or Consent Terms dated 22.03.2019 marked as 'A' is read and recorded.
- B) Appeal No. 11035 of 2019 stands disposed of in terms of compromise or Consent Terms marked as 'A'.

*Sumant M. Kolhe 22/3/19*  
**(SUMANT M. KOLHE)  
JUDICIAL MEMBER,**

**Maharashtra Real Estate,  
Appellate Tribunal,(MahaRERA)  
Mumbai.**

22.03.2019.

"A"

BEFORE THE HON'BLE MAHARASHTRA REAL ESTATE REGULATORY

APPELLATE TRIBUNAL MUMBAI AT MUMBAI

APPEAL NO.AT006000000011035 OF 2019

IN

COMPLAINT NO.CC00600000000181 Filed in Maha RERA

M/s.Karnik Developer Pvt Ltd. )  
 A Private Limited Company, )  
 duly registered under the provisions of )  
 Companies Act , )  
 Through its Managing Director, )  
 Shri Deepak Ramesh Karnik )  
 Having its Office at: unit no.124, )  
 Punjani Industrial Estate Ltd., )  
 Pokhran Road,Khopat Thane (west), )  
 Thane -400601. )

*Both parties are present before the Tribunal. They admit their signatures. Contents are correct as per the order passed. Consent terms are ready to be recorded.*

*W/S*  
*14/5/2019*  
*REHT*

..... Appellant.

**Versus**

1.Mrs.Joan Alcino Dsouza )  
 2.Mr.Alcino A.Dsouza(newly added )  
 Respondent ,both 1and2 R/at: )  
 35,Hariprasad Apartment, "B" Wing )  
 Vadavali Section ,Ambarnath East )  
 District Thane )

.....Respondent

Terms of consent in the MahaRERA Appellate Tribunal as a settlement between the parties ,recorded before the honourable member in appeal number AT006000000011035 dated 27/02/2019.

With reference to the above mentioned appeal number AT006000000011035, it is hereby stated that the parties have amicably settled the matter in the complaint no.CC00600000000181of MahaRERA ,for which the execution of the order is already in process .On 20February ,2019 the parties mutually agreed to meet and resolve the matter and the following are the details of the terms of consent put forth by the Appellant and Respondent on the Terms and Conditions which are recorded as under.

*Deepak Karnik*

*Alcino A. Dsouza*

*Joan Alcino*  
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### Terms of Settlement

A. Shri Deepak Ramesh Karnik, the Managing Director of Karnik Developer Pvt.Ltd.has paid the final settlement amount of Rs. 27,00,000/- (Twenty Seven Lakh Only) the details of which are mentioned below:

Sr. no.	D.D.No. with dates	D.D. Amount	Name of the Bank & Branch	D.D. drawn in favour of	Details of Property to be re conveyed	Re conveyance date for the plots
1	969380 12.03.2019	14,00,000.00	State Bank of India Samata Nagar Branch	JOAN A. D'SOUZA ALCINO A.D'SOUZA	Plot no.96	15-03-2019
2	969381 12.03.2019	13,00,000.00	State Bank of India Samata Nagar Branch	JOAN A. D'SOUZA ALCINO A.D'SOUZA	Plot no.97	15-03-2019

B. The appellant shall add the name of Alcino A. Dsouza as party respondent in the appeal, since he is also the signatory to the Agreement in respect of Plot no.96 and 97. The necessary amendment should be carried out by the appellants in the memo of appeal before the MahaRERA Appellate Authority.

C. The reconveyance of Plot no.96 and Plot no.97 at Karnik's Exotica Patgaon ,Murbad, District Thane has been reconveyed back by the respondent and Alcino A. Dsouza in favour of the Appellant. Shri Deepak Ramesh Karnik the Managing Director of Karnik Developer Pvt Ltd. Thane, payment of Rs.27,00,000/- ( Rupees Twenty seven Lakh only) on 15.03.2019 as mentioned in the above Table. The Sale Deed in respect of Plot No. 96 has been executed between the Appellant and the Respondents on 15.03.2019 and registered in the Office of the Sub - Registrar of Assurances, Murbad vide Document bearing Sr. No.MRB-470-2019 and Sale Deed in respect of Plot No. 97 has also been executed between the Appellant and the Respondents on 15.03.2019 and registered in the Office of the Sub- Registrar of Assurances, Murbad vide Document bearing Sr.No. MRB-471-2019 on 15.03.2019.

D. The appellants ,respondent or any other party ,shall never prosecute /appeal and /or sue each other in any Court of Law or before any other authority in respect of the above mentioned properties in question.


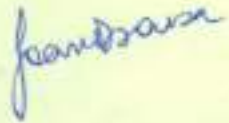
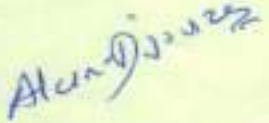
E. The Appellant hereby acknowledges and the parties agree that the said Respondents Mrs. Joan Alcino Dsouza and Mr. Alcino A. Dsouza will not be liable for any other past and further payments henceforth, in respect of the said Plots reconveyed.

*Deepak Karnik*

*Alcino Dsouza*


*Joan Dsouza*

F. The Appellant hereby agrees to indemnify and save harmless the said Respondents (1 and 2) at all times from any such demands, claims, damages, costs (including legal cost, loss etc) or from any appeal in any competent court of law through any person/s or by any local body /authority or third party claims in respect of the said plots of land reconveyed.

Sr.No.	Appellant /Respondent	Name of the Parties	Signature
1	Appellant	M/s. Karnik Developers Private Ltd., Through its Managing Director Shri Deepak Ramesh Karnik	
2	Respondent	Joan Alcino Dsouza	
3	Newly added Respondent	Alcino A. Dsouza	

Date: 22/03/2019

Place : Mumbai

  
Advocate of The Appellant.